



City Council Meeting
7:00 p.m., Monday, October 2, 2023
Conference Room
23600 Liberty Street
Farmington, MI 48335

MEETING AGENDA

1. **Roll Call**
2. **Approval of Agenda**
3. **Public Comment**
4. **Consideration to Amend Fiscal Year 2023-24 Budget**
5. **Road Rehabilitation Project Change Order No. 5**
6. **Replacement Freightliner Truck Chassis for DPW**
7. **RCOC Annual Agreement**
8. **Planned Unit Development (PUD), including PUD Plan and Draft PUD Agreement, for the Legion Square Planned Unit Development**
9. **Proposed Amendment to the PUD Agreement for the Liberty Hill Planned Unit Development**
10. **Amend Traffic Control Orders to limit traffic to one way northbound on Grace St. between Grand River Ave and Shiawassee St.**
11. **Agreement with the Oakland County Incident Management Team**
12. **Consideration of Engineering Services Agreement (Thomas and School Streets and Watermain Project)**
13. **Other Business**
14. **Council Comment**
15. **Adjournment**

The City will follow its normal procedures for accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 474-5500, ext. 2218 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Farmington City Council Staff Report	Council Meeting Date: October 2, 2023	Item Number 4
Submitted by: David Murphy, City Manager		
Agenda Topic: Consideration to Amend Fiscal Year 2023-24 Budget		
Proposed Motion: Move to adopt Budget Amendment Resolution #2 amending Fiscal Year 2023-24 Budget.		
Background: This budget amendment provides additional funding for road improvements based on revised estimates and additional scop.		
Materials: Budget Amendment Resolution #2 2023-24		

CITY OF FARMINGTON

RESOLUTION _____

Motion by, _____ seconded by, _____

Budget Amendment No 2

Fund: Local Street Fund

Construction \$59,000

Reduction of Fund Balance \$59,000

203-452.29-801.001 (\$6,000) 203-452.29-818.000 (\$53,000)

None

To provide additional funding for road improvement based on revised estimates and additional scope

Fund: Major Street Fund

Construction \$29,540

Reduction of Fund Balance \$32,540

202-452.31-801.001 (\$3000) 202-452.31-818.000 (\$29,540)

None

To provide additional funding for road improvement based on revised estimates and additional scope

BE IT FURTHER RESOLVED that the City Treasurer is hereby authorized to pay all claims and accounts properly chargeable to the foregoing appropriations provided that said claims and accounts have been lawfully incurred and approved by Council, Board, Commission or other City Officer authorized to make such expenditures, and

BE IT FURTHER RESOLVED that the City Manager shall prepare for the Council a financial report each quarter on the status of City funds as contained within the City budget.

Roll Call:

Ayes:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED

MEAGHAN BACHMAN, CITY CLERK

I, Meaghan Bachman, duly authorized Clerk for the City of Farmington, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Farmington City Council at a regular meeting held Monday, October 2, 2023 in the City of Farmington, Oakland County, Michigan.

MEAGHAN BACHMAN, CITY CLERK

**Farmington City Council
Staff Report**

Council Meeting

Date:
October 2, 2023

**Item
Number
5**

Submitted by:

Charles Eudy, Superintendent

Agenda Topic:

2022 Road Rehabilitation Project Best Asphalt Change Order No. 5 to make improvements to several culverts and ditches on Flemming Street, road rehabilitation of segments of streets in Alta Loma neighborhood, and Shiawassee ditch improvements.

Proposed Motion:

Move to approve the proposed Change Order No.5 with Best Asphalt in an amount not to exceed \$344,924.36 for the 2022 Road Rehabilitation Project to make improvements to several culverts and ditches on Flemming Street, complete road resurfacing, and ditching improvements on Shiawassee.

Background: Back in 2022 the City Council authorized road improvements to several streets in the southern section of Alta Loma neighborhood, including replacement of culverts and replacement ADA sidewalk ramps over the culverts. The contract was awarded to Best Asphalt Incorporated located in Romulus.

The project did not include specific engineering drawings, but generally speaking it involved replacing the existing storm water drainage corrugated metal pipe (CMP) culverts in the area, many of which had reached the end of their effectiveness, with concrete pipes, which have a greater durability over CMP. The sidewalks and ADA ramps over the new storm water drainage were replaced to meet current ADA requirements.

Minimal rainfall was received in this area last fall during construction. However, we have monitored the rain events this summer, and it has become apparent that some of the additional ditch grading as well as some storm sewer structures need to be revised. Specifically, in a few areas additional or different storm sewer structures need to be placed in the ditches next to the ADA sidewalk ramps and the ditches need to be backfilled to help the water flow better and to reduce the steep grade of the ditches near the ADA ramps. At two locations, the large, limestone rip-rap that was installed has not proven to be effective or appropriate, and will be removed and replaced with topsoil, grass seed and mulch blanket.

The proposed ditch revisions and storm sewer structures will be included in the second phase of the road improvements in this neighborhood. Final repairs could be started this fall during the second phase of the road improvement project but might not be completed until next spring. Upon completion of the project, storm water flows and streetside appearance will be improved.

Change Order No. 5 includes:

Storm water and ditching revisions in the southern section of Alta Loma neighborhood in the amount of:	\$65,205.00
Resurfacing of Alta Loma from Cass Street to Gill Road, resurfacing of Cass from Alta Loma to Flemming Street, resurfacing a short segment of Wilmarth Street north of Alta Loma in the amount of:	\$235,179.36
Ditching improvements on Shiawassee Street west of Raphael Street in the amount of:	\$44,540.00

OHM recommends approving Change Order No. 5 in the amount of \$344,924.36 to Best Asphalt Incorporated located at 6334 N. Beverly Plaza, Romulus MI. 48174.

Materials:

OHM Change Order No. 5
Budget Amendment No. 2

CHANGE ORDER



Project: City of Farmington - 2022 Road Rehabilitation Program

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

Contractor: Best Asphalt, Inc.
6334 N. Beverly Plaza
Romulus, MI 48174
(734) 729-9440

Job Number: 0111-21-0050

Change Order Number: 5

Date: 9/25/2023

Print Date: 9/28/2023

Note:

TO THE CONTRACTOR:

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

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

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

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:	\$344,924.36
Original Contract Amount:	\$953,316.54
Contract Amount Including Previous Change Orders:	\$847,441.66
Amount of this Change Order:	<u>\$344,924.36</u>
REVISED CONTRACT AMOUNT:	\$1,192,366.02

Accepted By

Best Asphalt, Inc. _____ Date _____

Approved By

Michael McNutt, Engineer _____ Date _____
Chuck Eudy - Public Works
Superintendent - City of _____ Date _____

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
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THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT

Division: B - 11 - Fleming & Moore

Additional Items to the Contract:

220	Mobilization Max 5%	0.00 LSUM	1.00	1.00	\$625.00	\$625.00
221	Traffic Maintenance and Control	0.00 LSUM	1.00	1.00	\$2,000.00	\$2,000.00
222	Sawcut Ex Conc End Section	0.00 Ea	2.00	2.00	\$500.00	\$1,000.00
223	Backfill & Restoration	0.00 LSUM	1.00	1.00	\$2,250.00	\$2,250.00
224	Culv End Sect, Conc, 12 inch	0.00 Ea	2.00	2.00	\$750.00	\$1,500.00
225	2' Inlet Structure w/Low Profile Beehive Cover	0.00 Ea	2.00	2.00	\$2,250.00	\$4,500.00
226	Conc Spillway	0.00 Ea	2.00	2.00	\$750.00	\$1,500.00
264	Audio Video Route Survey	0.00 LSUM	1.00	1.00	\$1,000.00	\$1,000.00

SUB-TOTAL INCREASES DIVISION B - 11 - Fleming & Moore: \$14,375.00

Division: C - 12 - Fleming & Cass NE Corner

Additional Items to the Contract:

227	Mobilization Max 5%	0.00 LSUM	1.00	1.00	\$600.00	\$600.00
228	Excavate & Cut Ex Conc End Section	0.00 Ea	2.00	2.00	\$1,000.00	\$2,000.00
229	Fill Ditch & Restoration	0.00 LSUM	1.00	1.00	\$2,250.00	\$2,250.00
230	Culv End Sect, Conc, 12 inch	0.00 Ea	1.00	1.00	\$750.00	\$750.00
231	Culv End Sect, CMP, 12 inch	0.00 Ea	1.00	1.00	\$650.00	\$650.00
232	Culv, CL IV, Conc, 12 inch	0.00 Ft	12.00	12.00	\$95.00	\$1,140.00
233	4' Dia. Structure over Ex Pipe	0.00 Ea	2.00	2.00	\$2,750.00	\$5,500.00
265	Audio Video Route Survey	0.00 LSUM	1.00	1.00	\$1,000.00	\$1,000.00
266	Traffic Maintenance and Control	0.00 LSUM	1.00	1.00	\$2,000.00	\$2,000.00

SUB-TOTAL INCREASES DIVISION C - 12 - Fleming & Cass NE Corner: \$15,890.00

Division: D - 13 - Fleming & Cass SE Corner

Additional Items to the Contract:

234	Mobilization Max 5%	0.00 LSUM	1.00	1.00	\$1,500.00	\$1,500.00
235	Excavate & Cut Ex Conc End Section	0.00 Ea	4.00	4.00	\$1,000.00	\$4,000.00
236	Remove & Dispose of Ex Riprap	0.00 Ft	140.00	140.00	\$30.00	\$4,200.00
237	Fill Ditch & Restoration	0.00 LSUM	1.00	1.00	\$9,000.00	\$9,000.00
238	Culv End Sect, Conc, 12 inch	0.00 Ea	2.00	2.00	\$750.00	\$1,500.00
239	Pipe, 12 inch, SDR 35 PVC	0.00 Ft	42.00	42.00	\$95.00	\$3,990.00
240	2' Inlet Structure w/Low Profile Beehive Cover	0.00 Ea	1.00	1.00	\$2,250.00	\$2,250.00
241	4' Dia. Structure over Ex Pipe	0.00 Ea	2.00	2.00	\$2,750.00	\$5,500.00
267	Audio Video Route Survey	0.00 LSUM	1.00	1.00	\$1,000.00	\$1,000.00
268	Traffic Maintenance and Control	0.00 LSUM	1.00	1.00	\$2,000.00	\$2,000.00

SUB-TOTAL INCREASES DIVISION D - 13 - Fleming & Cass SE Corner : \$34,940.00

Division: E - 14 - Misc Roads

Additional Items to the Contract:

242	Mobilization Max 5%	0.00 LSUM	1.00	1.00	\$300.00	\$300.00
243	Maintenance Aggregate, 21AA	0.00 Ton	25.00	25.00	\$50.00	\$1,250.00

City of Farmington - 2022 Road Rehabilitation Program

244 Sprinkler Line, up to 1 inch	0.00 Ft	100.00	100.00	\$5.00	\$500.00
245 Sprinkler Head, Remove & Reset	0.00 Ea	10.00	10.00	\$100.00	\$1,000.00
246 Sprinkler Head, Replace	0.00 Ea	10.00	10.00	\$150.00	\$1,500.00
269 Audio Video Route Survey	0.00 LSUM	1.00	1.00	\$1,000.00	\$1,000.00
270 Traffic Maintenance and Control	0.00 LSUM	1.00	1.00	\$2,000.00	\$2,000.00
SUB-TOTAL INCREASES DIVISION E - 14 - Misc Roads:					\$7,550.00

Division: F - 15 - Roads

Additional Items to the Contract:

247 Mobilization Max 5%	0.00 LSUM	1.00	1.00	\$10,000.00	\$10,000.00
271 Audio Video Route Survey	0.00 LSUM	1.00	1.00	\$1,000.00	\$1,000.00
272 Traffic Maintenance and Control	0.00 LSUM	1.00	1.00	\$2,000.00	\$2,000.00
SUB-TOTAL INCREASES DIVISION F - 15 - Roads:					\$13,000.00

Division: G - 16 - Roads

Additional Items to the Contract:

248 Sewer, Rem, Less than 24 inch	0.00 Ft	78.00	78.00	\$40.00	\$3,120.00
249 Curb and Gutter, Rem	0.00 Ft	54.00	54.00	\$15.00	\$810.00
250 Pavt, Rem	0.00 Syd	77.00	77.00	\$25.00	\$1,925.00
251 Sidewalk, Rem	0.00 Syd	149.00	149.00	\$25.00	\$3,725.00
252 Aggregate Base, 21AA (Limestone), 8 inch	0.00 Syd	54.00	54.00	\$20.00	\$1,080.00
253 Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	78.00	78.00	\$95.00	\$7,410.00
273 Sign, Remove & Reset	0.00 Ea	1.00	1.00	\$150.00	\$150.00
274 Erosion Control, Inlet Protection, Fabric Drop	0.00 Ea	12.00	12.00	\$100.00	\$1,200.00
275 Cold Milling HMA Surface	0.00 Syd	7842.00	7842.00	\$3.15	\$24,702.30
276 Pavt Joint and Crack Repr, Det 7	0.00 Ft	1000.00	1000.00	\$20.00	\$20,000.00
277 Hand Patching	0.00 Ton	5.00	5.00	\$250.00	\$1,250.00
278 HMA, MDOT 13A	0.00 Ton	1086.00	1086.00	\$116.21	\$126,204.06
279 Conc Pavt with Integral Curb, Nonreinf, 8 inch	0.00 Syd	6.00	6.00	\$150.00	\$900.00
280 Curb and Gutter, Conc, Det F4	0.00 Ft	54.00	54.00	\$58.00	\$3,132.00
281 Detectable Warning Surface	0.00 Ft	33.00	33.00	\$75.00	\$2,475.00
282 Sidewalk, Conc, 4 inch	0.00 Sft	745.00	745.00	\$8.00	\$5,960.00
283 Sidewalk Ramp, Conc, 6 inch	0.00 Sft	721.00	721.00	\$11.00	\$7,931.00
284 Turf Establishment	0.00 Syd	177.00	177.00	\$15.00	\$2,655.00
SUB-TOTAL INCREASES DIVISION G - 16 - Roads:					\$214,629.36

Division: H - 17 - Shlaw. Ditch

Additional Items to the Contract:

254 Dr Structure, Rem	0.00 LSUM	1.00	1.00	\$850.00	\$850.00
255 Sewer, Rem, Less than 24 inch	0.00 Ft	6.00	6.00	\$40.00	\$240.00
256 Pavt, Rem	0.00 Syd	9.00	9.00	\$25.00	\$225.00
257 Ditch Cleanout, Special	0.00 Ft	390.00	390.00	\$25.00	\$9,750.00
258 Culv End Sect, Conc, 12 inch	0.00 Ea	3.00	3.00	\$750.00	\$2,250.00
259 Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	0.00 Ft	6.00	6.00	\$95.00	\$570.00
260 Dr Structure Cover, Type K	0.00 Ea	1.00	1.00	\$1,250.00	\$1,250.00
261 Dr Structure, 48 inch dia	0.00 Ea	1.00	1.00	\$2,750.00	\$2,750.00
262 Conc Pavt with Integral Curb, Nonreinf, 8 inch	0.00 Syd	9.00	9.00	\$95.00	\$855.00
263 Riprap, Plain	0.00 Ton	20.00	20.00	\$215.00	\$4,300.00
285 Turf Establishment	0.00 Syd	1000.00	1000.00	\$20.00	\$20,000.00
286 Structure Adj	0.00 Ea	1.00	1.00	\$1,500.00	\$1,500.00

SUB-TOTAL INCREASES DIVISION H - 17 - Shiaw. Ditch: \$44,540.00

2022 Road Rehab Program (2023 Continuation)

0111-21-0050

City of Farmington

HMA Rehabilitation - Alta Loma Dr (from Gill to pavt change near Cass), Wilmarth Ave (southern asphalt portion north of Alta Loma), & Cass St (b/w Alta Loma & Fleming)

Drainage Improvements - Shiawasse St (north side b/w Raphael & Farmington) Sept. 14, 2023

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
CATEGORY 1 - MISC ROADS				
1 Audio Video Route Survey	1.00	LSUM	\$1,000.00	\$1,000.00
2 Mobilization, Max 5%	1.00	LSUM	\$300.00	\$300.00
3 Traffic Maintenance and Control	1.00	LSUM	\$2,000.00	\$2,000.00
4 Maintenance Aggregate, 21AA	25.00	Ton	\$50.00	\$1,250.00
5 Sprinkler Line, up to 1 inch	100.00	Ft	\$5.00	\$500.00
6 Sprinkler Head, Remove & Reset	10.00	Ea	\$100.00	\$1,000.00
7 Sprinkler Head, Replace	10.00	Ea	\$150.00	\$1,500.00
SUBTOTAL FOR CATEGORY 1 - ROADS (Items 1-7)		\$□		\$7,550.00

8 Audio Video Route Survey	1.00	LSUM	\$1,000.00	\$1,000.00
9 Mobilization, Max 5%	1.00	LSUM	\$10,000.00	\$10,000.00
10 Traffic Maintenance and Control	1.00	LSUM	\$2,000.00	\$2,000.00
SUBTOTAL FOR CATEGORY 2 - ROADS (Items 8-10)		SSHOW		\$13,000.00

11 Sewer, Rem, Less than 24 inch	78.00	Ft	\$40.00	\$3,120.00
12 Curb and Gutter, Rem	54.00	Ft	\$15.00	\$810.00
13 Pavt, Rem	77.00	Syd	\$25.00	\$1,925.00
14 Sidewalk, Rem	149.00	Syd	\$25.00	\$3,725.00
15 Sign, Remove & Reset	1.00	Ea	\$150.00	\$150.00
16 Erosion Control, Inlet Protection, Fabric Drop	12.00	Ea	\$100.00	\$1,200.00
17 Aggregate Base, 21AA (Limestone), 8 inch	54.00	Syd	\$20.00	\$1,080.00
18 Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	78.00	Ft	\$95.00	\$7,410.00
19 Cold Milling HMA Surface	7842.00	Syd	\$3.15	\$24,702.30
20 Pavt Joint and Crack Repr, Det 7	1000.00	Ft	\$20.00	\$20,000.00
21 Hand Patching	5.00	Ton	\$250.00	\$1,250.00
22 HMA, MDOT 13A	1086.00	Ton	\$116.21	\$126,201.35
23 Conc Pavt with Integral Curb, Nonreinf, 8 inch	6.00	Syd	\$150.00	\$900.00
24 Curb and Gutter, Conc, Det F4	54.00	Ft	\$58.00	\$3,132.00
25 Detectable Warning Surface	33.00	Ft	\$75.00	\$2,475.00
26 Sidewalk, Conc, 4 inch	745.00	Sft	\$8.00	\$5,960.00
27 Sidewalk Ramp, Conc, 6 inch	721.00	Sft	\$11.00	\$7,931.00
28 Turf Establishment	177.00	Syd	\$15.00	\$2,655.00
SUBTOTAL FOR CATEGORY 3 - ROADS (Items 11-28)		\$□		\$214,626.65

CATEGORY 4 - SHIAW. DITCH

29 Dr Structure, Rem	1	LSUM	\$850.00	\$850.00
30 Sewer, Rem, Less than 24 inch	6.00	Ft	\$40.00	\$240.00
31 Pavt, Rem	9.00	Syd	\$25.00	\$225.00
32 Ditch Cleanout, Special	390.00	Ft	\$25.00	\$9,750.00
33 Culv End Sect, Conc, 12 inch	3.00	Ea	\$750.00	\$2,250.00
34 Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	6.00	Ft	\$95.00	\$570.00
35 Dr Structure Cover, Type K	1.00	Ea	\$1,250.00	\$1,250.00
36 Dr Structure, 48 inch dia	1.00	Ea	\$2,750.00	\$2,750.00
37 Conc Pavt with Integral Curb, Nonreinf, 8 inch	9.00	Syd	\$95.00	\$855.00

38	Riprap, Plain	20.0	20 Ton	\$215.00	\$4,300.00
SUBTOTAL FOR CATEGORY 4 - SHIAW. DITCH (Items 29-38)					\$23,040.00
Total All					\$258,216.65

Farmington City Council Agenda Item	Council Meeting Date: October 2, 2023	Item Number 6
Submitted by Charles Eudy, Superintendent		
Agenda Topic Consideration to authorize purchase of replacement Freightliner truck chassis for DPW		
Proposed Motion Move to authorize the purchase of a 2025 Freightliner 108 SD from Wolverine Freightliner Incorporated the speculative pricing is \$103,081.		
Background <p>Due to limited production capabilities of the heavy-duty truck market, there is a 12-month delivery schedule, and a 6-8 month outfitting schedule. A request for funding in the 24-25 Fiscal Year budget will be made to allocate funds for the replacement of DPW dump truck/salt truck. The last of remaining Chevrolet or GMC dump trucks will be replaced. DPW dump/salt trucks are on a 16-year replacement schedule. This replacement schedule has been extended due to the economic climate from 2007-2014. Purchase of the Freightliner chassis is separate from the outfitting of the chassis.</p> <p>Public Works Administration recommends accepting the MiDeal speculative pricing information from Wolverine Freightliner-Eastside Incorporated in the amount of \$103,081 located at in Mt. Clemens, Mich. which reflects the Rochester Hills Co-op RFP-RH-20-023 agreement.</p> <p>Public Works will present a separate request to City Council to outfit the Freightliner chassis. The chassis will be outfitted with the standard front plow blade, underbody, and conventional 6 cu/yd dump bed with a tailgate salt spreader. The conventional dump bed and tailgate salt spreader is more effective to use in parking lots for ice control.</p>		
Materials Attached Wolverine Freightliner speculative pricing information Wolverine Freightliner Specification proposal		



107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

09/22/2023

City of Farmington
RE: RH Co-Op Chassis Pricing

Attn: Josh Leach

The following is 2024 Model Year, Freightliner chassis pricing information per your request. Pricing and conditions are per the proposed Rochester Hills Co-op RFP-RH-20-023 agreement.

Single Axle 39,000 GVW
Chassis Model: 108SD Plus

Base Chassis Price (2021 Model Year):	\$84,993
2022 MY- 108SD Models:	\$ 900 Add
2023 MY- 108SD Models:	\$1,000 Add
2023 MY- Freightliner Surcharge	\$6,700 Add
2024 Surcharge, Freight & Pricing	\$5,925 Add
2025 Model Year	\$1,500 Add
Power Steering Cooler	\$ 120 Add
Driver Controlled Traction Control	\$ 530 Add
Spare Tire & Wheel, front & rear	\$1,382 Add
Fender Extenders.....	\$ 50 Add
Power door locks.....	\$ no charge
Driver's seat, 3 chamber upgrade.....	\$ 134 Add
6 pack of switches.....	\$ 208 Add
Delete Hood Hatches	\$ 361 Deduct
TOTAL:	\$ 103,081 each

Steven Sexton
Municipal Sales Manager
Wolverine Truck Group

Prepared for:
 Josh Leach
 FARMINGTON CITY OF
 33720 W 9 Mile Rd
 Farmington, MI 48335
 Phone: 248-473-7250

Prepared by:
 Steven Sexton
 WOLVERINE FREIGHTLINER
 EASTSIDE INC
 107 SOUTH GROESBECK
 HIGHWAY
 MOUNT CLEMENS, MI 48043
 Phone:

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description
Price Level	
PRL-28D	SD PRL-28D (EFF:MY25 ORDERS)
Data Version	
DRL-012	SPECPRO21 DATA RELEASE VER 012
Vehicle Configuration	
001-176	108SD PLUS CONVENTIONAL CHASSIS
004-225	2025 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-008	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560, WITHOUT END OF FRAME AIR CONNECTIONS
003-001	LH PRIMARY STEERING LOCATION
General Service	
AA1-003	TRUCK/TRAILER CONFIGURATION
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)
99D-027	EPA EMISSIONS CERTIFICATION FOR REGISTRATION OUTSIDE CARB STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)
AF2-998	NO STATE/PROVINCE INITIAL REGISTRATION SELECTED
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-010	DIRT/SAND/ROCK COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE



Prepared for:
 Josh Leach
 FARMINGTON CITY OF
 33720 W 9 Mile Rd
 Farmington, MI 48335
 Phone: 248-473-7250

Prepared by:
 Steven Sexton
 WOLVERINE FREIGHTLINER
 EASTSIDE INC
 107 SOUTH GROESBECK
 HIGHWAY
 MOUNT CLEMENS, MI 48043
 Phone:

Data Code	Description
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 39000.0 lbs
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs

Truck Service

AA3-073	BELLY PLOW BODY WITH HIGH GROUND CLEARANCE
AF3-2A8	TRUCK AND TRAILER SPECIALTIES INC.

Tractor Service

AA2-005	FLATBED TRAILER
AH6-001	SINGLE (1) TRAILER

Engine

101-3BN	CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM
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Electronic Parameters

79A-070	70 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
80V-100	PTO MODE SPEED CONTROL ACTIVATION REQUEST FOR REMOTE ENGINE INTERFACE

Engine Equipment

99C-024	EPA 2010/GHG 2024 CONFIGURATION
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Data Code	Description
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-206	(3) DTNA GENUINE, FLOODED STARTING, MIN 2850CCA, 525RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-011	NON-POLISHED BATTERY BOX COVER WITH TETHER
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
016-1C0	RH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT SYSTEM ASSEMBLY WITH TOPSTACK
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT
237-1CU	RH CURVED TOPSTACK
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL



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Data Code	Description
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43X-003	LH FORWARD FACE OF DIESEL EXHAUST FLUID TANK 24 TO 28 INCHES BACK OF CAB
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER
266-104	1115 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
360-016	1310 ADAPTER FLANGE FOR FRONT PTO PROVISION
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY



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Data Code	Description
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS
353-075	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

400-1AA	MFS-16-143A 16,000# FL1 71.5 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING



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Data Code	Description
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
427-001	FRONT BRAKE DUST SHIELDS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS
406-001	STANDARD KING PIN BUSHINGS
536-012	TRW TAS-85 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
533-001	OIL/AIR POWER STEERING COOLER
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

620-004	16,000# FLAT LEAF FRONT SUSPENSION
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS

Rear Axle and Equipment

420-051	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
421-563	5.63 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE
87B-025	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5MPH OR LESS, DISENGAGE W/IGN OFF
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-003	STANDARD BRAKE CHAMBER LOCATION
451-023	CONMET CAST IRON REAR BRAKE DRUMS



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Data Code	Description
425-002	REAR BRAKE DUST SHIELDS
440-006	REAR OIL SEALS
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
42T-001	STANDARD REAR AXLE BREATHER(S)

Rear Suspension

622-1H0	HENDRICKSON PRIMAAX EX 23,000# REAR AIR SUSPENSION
621-125	HENDRICKSON PRIMAAX 10.00" RIDE HEIGHT
431-003	AXLE CLAMPING GROUP
888-077	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION
87D-012	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE
623-002	TRANSVERSE CONTROL RODS
439-004	REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)

Pusher / Tag Equipment

429-998	NO PUSHER/TAG BRAKE DUST SHIELDS
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Brake System

490-100	WABCO 4S/4M ABS
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
479-004	AIR DRYER MOUNTED OUTBOARD ON LH RAIL
460-1AE	STEEL AIR TANKS MOUNTED FOR MAX GROUND CLEARANCE, (BELLY PLOW - AA3-073)

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Data Code	Description
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)
Trailer Connections	
481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME
310-998	NO TRAILER ELECTRICAL CABLE
Wheelbase & Frame	
545-467	4675MM (184 INCH) WHEELBASE
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT
552-030	1600MM (63 INCH) REAR FRAME OVERHANG
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 118.5 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 115.5 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 308.45 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 59.1 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 85.44 in
553-001	SQUARE END OF FRAME
587-003	REAR TOW HOOKS
550-001	FRONT CLOSING CROSSMEMBER
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER
Chassis Equipment	
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203



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Data Code	Description
558-001	FRONT TOW HOOKS - FRAME MOUNTED
585-998	NO MUDFLAP BRACKETS
590-998	NO REAR MUDFLAPS
551-002	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS
44Z-002	EXTERIOR HARNESES WRAPPED IN ABRASION TAPE
Fifth Wheel	
578-998	NO FIFTH WHEEL
Fuel Tanks	
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
218-005	RECTANGULAR FUEL TANK(S)
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-011	FUEL TANK(S) FORWARD - RAISED MOUNTING
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"
216-020	EQUIFLO INBOARD FUEL SYSTEM
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires	
093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
094-1UY	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES
510-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL SPARE TIRE
Hubs	
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels	
502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS



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Data Code	Description
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
* 511-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5-HAND STEEL DISC SPARE WHEEL
* 51A-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC ADDITIONAL SPARE WHEEL
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
Cab Exterior	
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
667-037	SHORT FENDER WITH MUDFLAP
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS
678-001	LH AND RH GRAB HANDLES
646-041	STATIONARY BLACK GRILLE
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
690-002	TUNNEL/FIREWALL LINER
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED
726-001	SINGLE ELECTRIC HORN
728-002	DUAL HORN SHIELDS
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS
* 302-055	SMALL AERODYNAMIC MARKER LIGHTS WITH OUTER (2) WIRED TO BATTERY DISCONNECT SWITCH
	NEED 302-074
311-001	DAYTIME RUNNING LIGHTS
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH



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Data Code	Description
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
729-001	STANDARD SIDE/REAR REFLECTORS
677-062	FIXED CAB MOUNTED STEPS LH AND RH FOR CAB ENTRY, BELLY PLOW BODY WITH HIGH GROUND CLEARANCE DOES NOT COMPLY FMCSR 399
768-043	63X14 INCH TINTED REAR WINDOW
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS
654-011	RH AND LH ELECTRIC POWERED WINDOWS
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR

Cab Interior

055-019	RUGGED TRIM PACKAGE
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-026	(1)DASH MOUNTED 12V POWER OUTLET (1)DASH MOUNTED DUAL 2.1 AMP USB-C CHARGER
691-001	FORWARD ROOF MOUNTED CONSOLE
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL
693-035	LH AND RH KICKPLATES
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH
680-029	M2/SD DASH
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR



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Data Code	Description
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-1B3	STANDARD LED CAB LIGHTING
787-998	NO SECURITY DEVICE
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-004	KEY QUANTITY OF 4
655-005	LH AND RH ELECTRIC DOOR LOCKS
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK
760-335	BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER
763-104	HIGH VISIBILITY ORANGE SEAT BELTS WITH DRIVER INDICATOR LIGHT AND AUDIBLE ALARM
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

*	4CH-005	5 EXTRA PROGRAMMABLE SWITCHES/INDICATORS
		\$C1B0208ZZ,C1C0209ZZ,C1D0200ZZ,C1E0205ZZ,C1F0082ZZ
	106-002	ELECTRONIC ACCELERATOR CONTROL
	732-998	NO INSTRUMENT PANEL-DRIVER
	734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS



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Data Code	Description
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS
48C-007	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR 1 UNDER CAB, CONNECTOR 2 BETWEEN SEATS, BOTH W/CAPS
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
736-998	NO OBSTACLE DETECTION SYSTEM
72J-998	NO DR ASSIST SYSTEM



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Data Code	Description
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL
73B-998	NO LANE DEPARTURE WARNING SYSTEM
679-998	NO OVERHEAD INSTRUMENT PANEL
35M-012	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (8) 20 AMP FUSED RELAYS
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
749-998	NO CB RADIO MOUNTING PROVISION
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
813-1C8	DETROIT CONNECT PLATFORM HARDWARE
8D1-303	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
329-114	ONE EXTRA HARDWIRED SWITCH IN DASH, ROUTE TO BETWEEN SEATS, CAPPED
4C1-005	HARDWIRE SWITCH #1, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER
81Y-006	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN
883-998	NO TRAILER HAND CONTROL BRAKE VALVE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS



Prepared for:
 Josh Leach
 FARMINGTON CITY OF
 33720 W 9 Mile Rd
 Farmington, MI 48335
 Phone: 248-473-7250

Prepared by:
 Steven Sexton
 WOLVERINE FREIGHTLINER
 EASTSIDE INC
 107 SOUTH GROESBECK
 HIGHWAY
 MOUNT CLEMENS, MI 48043
 Phone:

Data Code	Description
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR

Design

065-000	PAINT: ONE SOLID COLOR
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Color

980-3AY	CAB COLOR A: N2225EA CANDY APPLE RED ELITE SS
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
96F-972	POWDER WHITE (N0006EA) SPARE WHEEL/RIM (PKWHT21, TKWHT21, W, TW)
963-003	STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

Extended Warranty

WAI-47H	CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
WAX-101	CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES
WAD-079	COOLING: MD MODERATE 5 YEAR/100,000 MIL3ES/161,000 KM EXTENDED COVERAGE
WAK-251	ALLISON 3000 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5 YEARS/UNLIMITED MILES FEX

Prepared for:
Josh Leach
FARMINGTON CITY OF
33720 W 9 Mile Rd
Farmington, MI 48335
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107 SOUTH GROESBECK
HIGHWAY
MOUNT CLEMENS, MI 48043
Phone:

WAG-075 TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$750 CAP FEX APPLIES

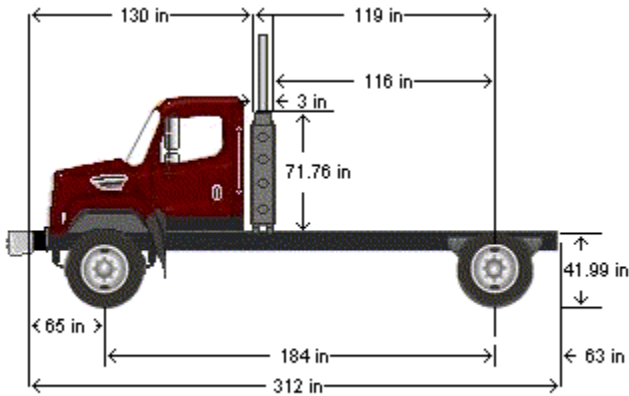
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



Prepared for:
 Josh Leach
 FARMINGTON CITY OF
 33720 W 9 Mile Rd
 Farmington, MI 48335
 Phone: 248-473-7250

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 EASTSIDE INC
 107 SOUTH GROESBECK
 HIGHWAY
 MOUNT CLEMENS, MI 48043
 Phone:

D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545)	4675MM (184 INCH) WHEELBASE
Rear Frame Overhang (552)	1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in).....	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in).....	0
Slide Increment (in).....	0
Desired Slide Position (in).....	0.0
Cab Size (829).....	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682).....	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT SYSTEM ASSEMBLY WITH TOPSTACK

Prepared for:
 Josh Leach
 FARMINGTON CITY OF
 33720 W 9 Mile Rd
 Farmington, MI 48335
 Phone: 248-473-7250

Prepared by:
 Steven Sexton
 WOLVERINE FREIGHTLINER
 EASTSIDE INC
 107 SOUTH GROESBECK
 HIGHWAY
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 Phone:

TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	130.1
Bumper to Centerline of Front Axle (BA)	64.6
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	118.5
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	115.5
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	181.5
Cab Height (CH)	71.8
Wheelbase (WB)	184.1
Frame Overhang (OH)	63.0
Overall Frame Length	308.4
Overall Length (OAL)	311.6
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Farmington City Council Staff Report	Council Meeting Date: October 2, 2023	Item Number 7
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Consideration to Renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County		
Proposed Motion: Move to renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County and allow City Administration to execute the contract documents reimbursing the City of Farmington up to \$25,373.32 for the maintenance.		
Background: <p>City Administration is recommending that the City Council approve the renewal of the Farmington Road Maintenance Agreement with the Road Commission for Oakland County. Under the agreement, which covers a one-year period beginning October 1, 2023, the City of Farmington Department of Public Works provides routine maintenance on Farmington Road between Eight Mile and Grand River.</p> <p>This maintenance includes Road Surface Patching, Joint and Crack Filling, Sweeping, Grass & Weed Cutting (twice yearly), Tree Trimming and Emergency Removals Roadside Clean-up, Snow and Ice Removal and other general maintenance.</p> <p>Historically the City of Farmington has not conducted Crack & Joint Filling, or Structure Repairs on Farmington Road within the RCOC jurisdiction. Public Works has been able to request RCOC to fulfill those Routine Maintenance Duties. City Administration is committed to provide services which exceed the RCOC Maintenance Schedule. Providing the increased level of services could result exceeding the RCOC allowances.</p> <p>This 2023-24 agreement has an increase of 3.0 percent which increases the amount from \$24,634.29 to \$25,373.32.</p>		
Materials: 2023-24 Maintenance Agreement RCOC Letter to Farmington		



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

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

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

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

September 12, 2023

Mary Mullison
City Clerk
City of Farmington
23600 Liberty Street
Farmington, Michigan 48335

RE: 2023-2024 Maintenance Agreement

Dear Ms. Mullison:

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

This 2023-2024 agreement has an increase of 3%, which increases the amount from \$24,634.29 to \$25,373.32.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your City Council to my account assistant Lema Sabbagh, email, lsabbagh@rcoc.org. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

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

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

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

Sincerely,

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

/s
Attachment

2023-2024 MAINTENANCE AGREEMENT
CITY OF FARMINGTON

Under 1951 PA 51, As Amended

This Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2023, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the “Board,” and the City of Farmington, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

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

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

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

I

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

ROUTINE ROADWAY SURFACE OPERATIONS

Patching, including Base repairs
Blading
Joint and Crack Filling
Sweeping

CARE AND MAINTENANCE OF SHOULDERS AND SIDE APPROACHES

Patching, Blading, etc.
Gravel
Seeding and Sodding

DRAINAGE AND ROADSIDE MAINTENANCE

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

SNOW REMOVAL AND ICE CONTROL

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

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

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

II

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

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

III

In consideration of the assumption of Maintenance of Farmington Road, between Eight Mile and Grand River by the City, the Board agrees to pay the City the sum of \$25,373.32 as set forth in Exhibit A, attached hereto and made a part hereof. Such amount is to be used by the City for Maintenance.

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

25% in December 2023
25% in March 2024
25% in June 2024
25% in September 2024

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

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of the

Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provides immunity to the City as an agent of the Board. Therefore, the City falls within the governmental immunity protection of the Board.

V

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

VI

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

VII

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

VIII

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

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

The terms and conditions of this Agreement shall become effective on October 1, 2023, and shall continue in full force and effect until a subsequent Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Maintenance agreement has not been executed by the parties hereto on or before September 1, 2024, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

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

Witnesses:

CITY OF FARMINGTON
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses:

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

_____ By: _____

Its: _____

_____ By: _____

Its: _____

MAINTENANCE
2023-2024
CITY OF FARMINGTON
EXHIBIT A

Farmington Road

Extending from Eight Mile Road to Grand River Avenue
(\$14,925.48 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
1.70	\$14,925.48	\$25,373.32

Total Miles

1.70

TOTAL \$25,373.32

25% in December of 2023	\$ 6,343.33
25% in March of 2024	\$ 6,343.33
25% of June of 2024	\$ 6,343.33
25% in September of 2024	\$ 6,343.33
 TOTAL	 \$25,373.32

EXHIBIT B

2023-2024 MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

**INSURANCE PROVISION
(CITY)**

Insurance Coverage:

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

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

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

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

- b. **Bodily Injury and Property Damage:** The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.

- 1. **Bodily Injury and Property Damage Other Than Automobile:** The minimum limits of property damage and bodily injury liability covering each contract shall be:

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

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

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

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

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

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

Farmington City Council Staff Report	Special Council Meeting Date: October 2, 2023	Reference Number 8
Submitted by: City Manager		
Description: Consideration of Planned Unit Development (PUD), including PUD Plan and Draft PUD Agreement, for the Legion Square Planned Unit Development.		
<p>Requested: Motion to grant approval of the request of Cervi Construction, LLC, for approval of a Planned Unit Development (PUD), including the proposed PUD Plan and consideration of a draft PUD Agreement, subject to any changes and/or conditions as discussed at the City Council meeting, with any final minor alterations to the PUD Plan and/or PUD Agreement required in the determination of the City Manager and City Attorney to be incorporated by the City Attorney's office prior to the execution of the final PUD Agreement.</p> <p>This motion is made on the basis of the findings set forth in the PUD Agreement and upon the assumption that all conditions and requirements of this motion and the PUD Agreement will be satisfied.</p>		
<p>Background: The Developer has submitted the required PUD application and has received recommendations of approval from the Planning Commission on August 14, 2023. The Property is approximately 1.38 acres of land located at 31775 Grand River Avenue. The proposed Project is a multiple-family residential luxury apartment community consisting of four (4) 3-story buildings with thirty (30) apartments. The development will be a rental apartment development and the owner of the development responsible for maintenance of the apartment grounds and buildings.</p> <p>The Project is located on the parcel of property currently owned and occupied by the American-Legion Groves-Walker Post 346, which is a long-standing historical use of the property but has been vacant for approximately fifty-years. The developer intends to keep retain the existing historical cannon on-site, with a new plaque as a tribute to the historical use of the site.</p> <p>The PUD Plan includes the following proposed improvements:</p> <ol style="list-style-type: none"> A. High-quality architecture, beyond that required by City Ordinance, in accordance with the attached Elevations, as shown in Exhibit B. B. Preservation of large trees along the rear property-line of the Development. C. Dense landscaping within those areas that remain open for landscaping, including the areas shown along the east and west property lines, as shown in the attached Landscape Plan for the Development, as shown in Exhibit B. D. Relocation and maintenance of the American- Legion cannon that is existing to another location on-site and commemorate the prior use of the property with a plaque. E. The Development provides similar density and is a good transitional use with respect to the adjacent Brookdale Development. 		

- F. The Developer will mitigate off-site storm water impacts by providing an underground on-site storm water detention basin.
- G. Other improvements as set forth in the PUD Plan.

If the City Council approves the PUD Plan and PUD Agreement, the Developer will finalize its site plan and engineering plans and seek any and all other agency approvals for its development. Note that under the motion above, the PUD Agreement is being submitted in draft form and may require revision based on comments or concerns raised with respect to the overall Project.

Agenda Review

Department Head	Finance/Treasurer	City Attorney	City Manager
------------------------	--------------------------	----------------------	---------------------

DRAFT

City of Farmington Planning Commission
August 14, 2023
Page 3

alley is concerned, that area will be checked on west side of outdoor seating area to make sure the turning radius is adequate and that there are no safety issues.

Crutcher asked what the dimensions of the alley are and the Petitioner replied he is not certain and Crutcher cited the requirements for cars being able to back up in the alley and the Petitioner replied he will look into that.

Westendorf asked if this area will be included in the Syndicate and the Petitioner replied yes.

Crutcher asked with the limited season for tables and chairs do planters have to be taken up as well and Christiansen replied that typically they'll bring it in but they will work with the Petitioner to make sure they are moved and brought up close and further discussion was held.

Vice Chair Perrot called for a motion from the Commissioners.

MOTION by Crutcher, supported by Mantey, to approve the site plan for proposed outdoor seating, Loft Cigar Lounge, 33419 Grand River Avenue, as presented, and recommended for approval by the DDA Design Committee.

Motion carried, all ayes

 **LEGION SQUARE - PRELIMINARY PUD SITE PLAN REVIEW: CERVI CONSTRUCTION, AMERICAN LEGIONAL HALL, 31775 GRAND RIVER AVENUE**

Vice Chairperson Perrot introduced this item and turned it over to staff.

Director Christiansen stated this item is a continuation of a preliminary PUD, planned unit development site plan review with the Planning Commission on a proposed PUD planned unit development plan for the development and for the redevelopment of the former American Legion Hall. At the February 13, 2023 PC meeting the Commission held a pre-application conference, a discussion and review with the Applicant on a proposed PUD concept plan for the redevelopment of the former American Legion Hall. No action was taken at that meeting. At the May 8, 2023 Planning Commission meeting, the Commission reviewed the preliminary PUD plan for Legion Square and scheduled the required Public Hearing. At the July 10, 2023 Planning Commission meeting, the Commission held the required Public Hearing. No action was taken at that meeting. The Applicant, Cervi Construction of Livonia, Michigan, has submitted a preliminary PUD plan for the redevelopment of the former American Legion Hall. The preliminary plan includes a conceptual preliminary site plan, a preliminary proposed building elevation, a project support information materials, letter, and some additional information. Also attached are

City of Farmington Planning Commission

August 14, 2023

Page 4

at the Public Hearing was a Planning review letter from OHM Advisors, dated May 4, 2023 and a PUD site plan Engineering conceptual design review letter dated May 5, 2023. Additional information provided by the Petitioners since the July 10, 2023 Planning Commission meeting includes the following: a letter to the Farmington Planning Commission from Cervi Construction, additional response to comments to the Farmington Planning Commission and a revised updated right sided Grand River side building elevation, and all of that's attached with your staff report for this evening. The Applicant, Mr. Fabio Cervi, is here this evening in order to present the additional information and the preliminary PUD plan to the Commission.

Perrot thanked Christiansen for the background and invited the Applicant to the podium.

Fabio Cervi, Cervi Construction, 12419 Stark Road, Livonia, Michigan, came to the podium and read a letter into the record addressing the concerns heard at the July 10, 2023 Public Hearing.

Perrot thanked Cervi and opened the floor for questions from the Commissioners.

Crutcher questioned the Grand River elevation that the Applicant presented and Cervi responded that OHM had requested a sidewalk to connect from the side of that to the Grand River sidewalk as well which will be depicted in the next site plan.

Christiansen stated there had been additional discussion with the Applicant regarding an item that had brought to Mr. Cervi's attention and briefly discussed at the Public Hearing meeting, and also the Pathways Committee at their meeting last week in their interest in making sure that Farmington in connection with their long range plans has connectivity throughout the community as best as possible and certainly providing connectivity where there isn't connection, where there's missing sidewalk, where there's missing connections.

He put the aerial photo on screen to depict the overview of the area. He showed the sidewalks in the area and pointed out the areas where there is no sidewalk. He said discussion that was being held that the Applicant would pull lot line back and construct a sidewalk on the southern part of his frontage. That way the right of way contained in this area is City right-of-way and will be maintained by the City and the Applicant has agreed to do that and further discussion was held.

Crutcher asked for a clarification that the Applicant wants to add a sidewalk on the south side of his property that connects the property just to the east on his property on the corner that does not have a sidewalk and Christiansen replied there's one piece of sidewalk on the north side of Sherwood right at the elbow at the northwest corner

property, they do not have sidewalk in front of their frontage, but that's not part of the petition. He stated that part of the Grand River Corridor Improvement Authority's long range plans for connectivity and the Rouge River Nature Trail and Pathways Committee, that there would eventually be a connection but I can't say that now.

Mantey asked if that were to happen, who would be responsible for shoveling it and Christiansen replied that the dedication of property, once it becomes public, the City of Farmington would be responsible for both road and any walkway to be constructed within the public right-of-way.

Perrot thanked the Petitioner.

Perrot then stated he had a couple of comments and that this is one that he has really been struggling with the whole time it has been on the forefront and that is putting a 30-ish foot structure overlooking a neighborhood. He stated that all of the Commissioners are residents of the City, appointed by Council, not a paid position but they serve as they generally care about their city. He said he can't help but think, we talked about connectivity and all these other things and long range planning with the Pathways Committee and all this stuff but there's people that live there and I can't help but to think what that's going to look like standing on where Sherwood meets Shaw and standing on Sherwood there's four houses on Sherwood that would be looking at this every day when they go to work and everything. I just really struggle with the height and I understand that it's legal and I understand that he's asking for a little bit of deviation on a couple of other things but is there something I am missing here because 30 feet is a lot. And we've had comments from the residents that own the homes on Sherwood and Shaw and we had comments from people that are in the apartments immediately to the west and they both voiced concerns specifically about the height, and I'm really struggling with the height. It's not like I can force somebody to say anything but is there someone who can help me better understand as an advocate for residents how is advocating for something of this size in this specific spot right. And to further expand on it, it would be great, because it's a lot of density in a small area in a city that is very built out and we're really stuck in some spots and we're going to lose, the way things are going on certain projects around the community, we're not going to maximize, and not that's a money grab or anything like that, but we're not going to maximize what we need to get out of certain spaces and I am really struggling with this. I love the way it looks, it's very pretty, I'll admit, however on the Legion site it's a lot and if somebody can help me understand what I'm missing here, I would really appreciate it.

Crutcher stated in terms of the height it's a three-story building with a pitched roof which makes it almost four-stories tall and it would be a big change from being next to a parking lot which is zero stories tall but I don't think any development in here of any kind of multi

City of Farmington Planning Commission

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family residential is going to fit, as one-story. There's nothing that would make it feasible and it probably wouldn't work. So, to develop this property with anything it's probably going to be something of this scale, whether it's a residential building or a commercial building, it's probably going to be something of this scale.

Mantey stated that something that would be done with this space would be different bringing than what is there right now, it's a quiet building, bringing in residential, you have to think about commercial could bring a lot of traffic there, there's a whole lot of scenarios here.

Kmetzo stated she has a comment and perhaps for Mr. Christiansen. In the entire City of Farmington how many 30-foot buildings do we have and Christiansen replied many, throughout the community and cited the OHM review letter that discusses height and area and bulk requirements in accordance with Ordinance Section 35-134, so these are the height and bulk requirements as relates to the C-2 and then also to the R-1-P and you see here the R-2 building height is a maximum of 35 feet, three-stories and we have that in the community at many locations. And in fact, the Applicant built this same product in the Central Business District, with the same architecture, same configuration, same dimensions. Kmetzo asked if they were next to other residential homes and Christiansen replied there is difference throughout the community and how that is. He stated the project the Petitioner has constructed is the Orchards on Slocum Street, there is not residential directly adjacent to the east or west which is front to back but there is along the street on the south side of Slocum ranch homes so that is the existing condition, so they are in proximity but not sharing property lines here to the east. But if you look at the ordinance provisions, 35 feet, three-stories, this is for your information in the C-2, what's proposed is 32.5 feet, three-stories and then the R-1-P is a 30-foot, two stories, again 32.5, three-stories, but again, we're in a PUD scenario. So that's information for you and it's in this review letter. He stated this is the elevation submitted by applicant, a three-story structure with front loaded garages with an access to the individual units in the buildings, four buildings, so, again, this is what's also built in the community. There are three-story 35-foot height buildings throughout the community at different locations, every location is a little different. The point that was made earlier was the existing residential, it's not of this scale, one-story as they exist to the most part and that's one-story to the south, across on the south side of Sherwood and completely adjacent to the east as I know you're aware.

Crutcher stated if it did not have a pitched roof, it would make it only 20-feet or so and if you eliminate the garages, you would make it a two-story building. The question is do you meet parking requirements with it that way. Christiansen replied parking right now is two-per, one in garage and one on surface with driveway, which meets Code and there's a couple guest parking spaces but currently it meets parking requirements and further discussion was held.

Westendorf said it looks like the site slopes back, has there been any thought to lower height in back and stepping down and Cervi replied the property does slope towards the back, that's the purpose of the retaining wall, we could possibly talk to the engineer and maybe split the retaining wall, maybe partial in between the first building and second to get it down a couple feet towards the back and that also they could reduce the roof pitches to get the height to 30-feet and further discussion was held.

Cervi stated if I may add, the Orchards site are three-stories and we have single-family homes, we overlook a child care one-story home, behind T.J. Maxx there's a three-story building that backs up to single family, so we're not proposing something unique to the neighborhood.

Perrot asked if there were any further questions of the Applicant, hearing none, he called for a motion from the Commission.

Commissioner Kmetzo asked for clarification on the Planning Commission's duties as to this item, if it was to approve or deny and move it forward to City Council and Christiansen replied in the affirmative.

MOTION by Kmetzo, supported by Crutcher, to approve the submission of the preliminary PUD site plan as presented by Cervi Construction, of the American Legion Hall, located at 31775 Grand River, to move forward to the City Council for their review and recommendation.

A roll call vote was taken on the above motion with the following result:

AYES: Crutcher, Kmetzo, Mantey and Westendorf

NAYS: Perrot

Motion carried (4-1)

UPDATE – CURRENT DEVELOPMENT PROJECTS

Director Christiansen stated that this agenda item affords the commission an opportunity to ask any questions they might have about development or for an update of existing projects that are moving forward.

He stated there has been quite a bit of activity since the last meeting. Since the completion of the Farmington Road Streetscape, Heights Brewery has announced that they have a goal to open in September. The old access to west parking lot has been closed and Dinan Park and the new public space is coming along, it is a nice outdoor area on Farmington Road with the ability to enjoy the Social District as well.

Cannelle's is set to open September 1st, with outdoor seating.

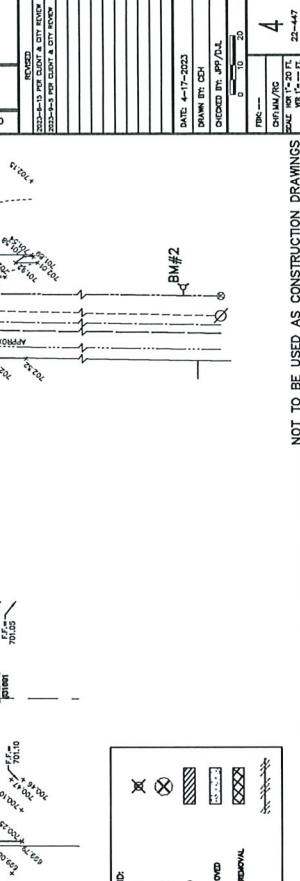
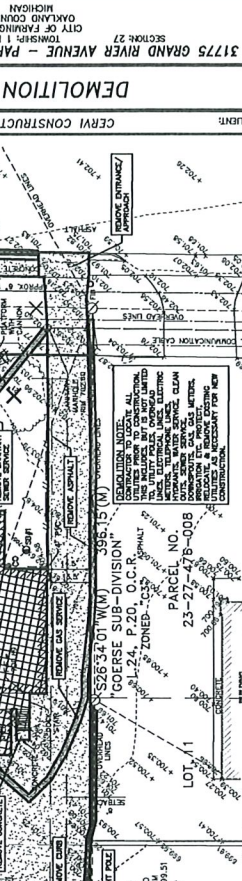
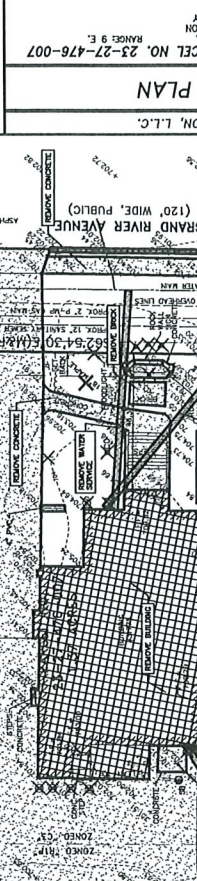
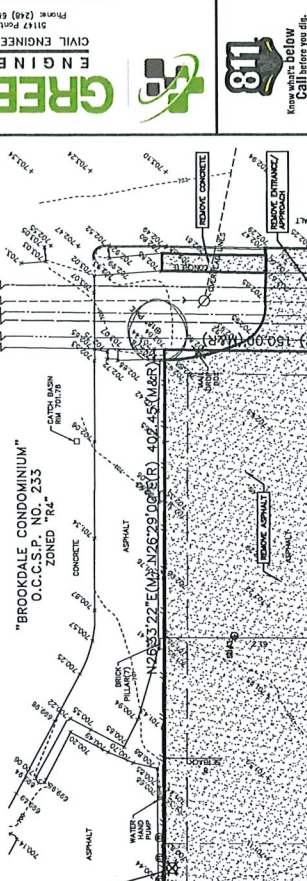


Know what's below
 Call before you dig.

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CHECKED BY: JPP/DJA	SCALE: AS SHOWN
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DATE: 4-17-2023	22-447

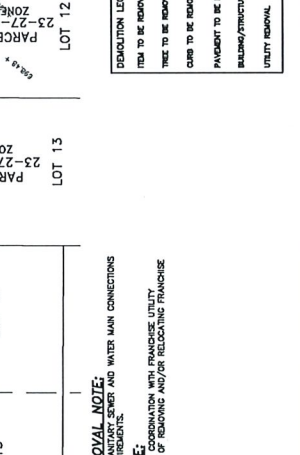
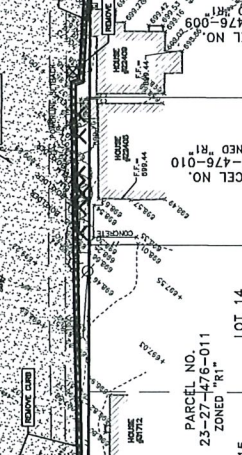
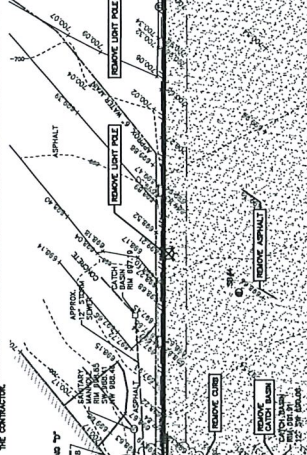
GENERAL DEMOLITION NOTES (CONTINUED):

11. THE CONTRACTOR SHALL RESTORE ANY UTILITY STRUCTURE, PIPES, PAVEMENT, CURBS, SIDEWALKS OR LANDSCAPED AREAS TO ORIGINAL CONDITION OR BETTER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF RESTORATION.
12. THE CONTRACTOR SHALL RESTORE ANY UTILITY STRUCTURE, PIPES, PAVEMENT, CURBS, SIDEWALKS OR LANDSCAPED AREAS TO ORIGINAL CONDITION OR BETTER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF RESTORATION.
13. STAKING/MARKING OF DEMOLITION AND CONSTRUCTION IS TO BE COORDINATED WITH THE OWNER AND THE CONTRACTOR PRIOR TO CONSTRUCTION.
14. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF MAINTAINING ACCESS.
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GENERAL DEMOLITION NOTES:

1. ALL WORK TO BE ACCORDANCE WITH ALL CITY, COUNTY AND STATE REGULATIONS.
2. WHEN THE SUBJECT PROPERTY, THE PROJECT IS TO HAVE A CLEAR SITE FREE OF ALL EXISTING ITEMS NOTED TO BE REMOVED IN ORDER TO PERMIT THE CONSTRUCTION OF THE NEW PROJECT.
3. ALL ITEMS NOTED TO BE REMOVED SHALL BE DONE SO AS PART OF THE CONTRACT FOR GENERAL CONSTRUCTION.
4. APPROVED OFF SITE LANDFILL.
5. THE CONTRACTOR SHALL SECURE ALL PERMITS FOR HIS DEMOLITION AND DISPOSAL OF THE DEMOLITION MATERIALS TO BE REMOVED FROM THE SITE. THE CONTRACTOR SHALL POST PERMITS AND PAY POINT FEES AS REQUIRED.
6. DEMOLITION SHALL BE COMPLETED AS SOON AS POSSIBLE AFTER THE PERMITS ARE OBTAINED. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
7. APPROVED UTILITY COMPANY TO CUT AND CAP SERVICE PRIOR TO THE DEMOLITION OF THE PROPERTY LINE OR MAIN (AS REQUIRED). ALL SERVICES MAY NOT BE SHOWN ON THE PLAN.
8. THE CONTRACTOR SHALL PROTECT ALL ROOTS, TREES, AND OTHER FEATURES OF THE PROPERTY. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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DEMOLITION LEGEND:
ITEM TO BE REMOVED
TREE TO BE REMOVED
CURB TO BE REMOVED
PAVEMENT TO BE REMOVED
BUILDING/STRUCTURE REMOVAL
UTILITY REMOVAL

SANITARY/WATER REMOVAL NOTE:
 CONTRACTOR TO DISCONNECT ALL SANITARY SEWER AND WATER MAIN CONNECTIONS PER THE CITY OF FARMINGTON REQUIREMENTS.

UTILITY REMOVAL NOTE:
 CONTRACTOR TO IMMEDIATELY BEGIN COORDINATION WITH FARMHOUSE UTILITY CONTRACTOR TO IMMEDIATELY BEGIN PROCESS OF REMOVAL ANY/OR ALLOWING FRANCHISE UTILITY LINES AND POLES.

LEGEND

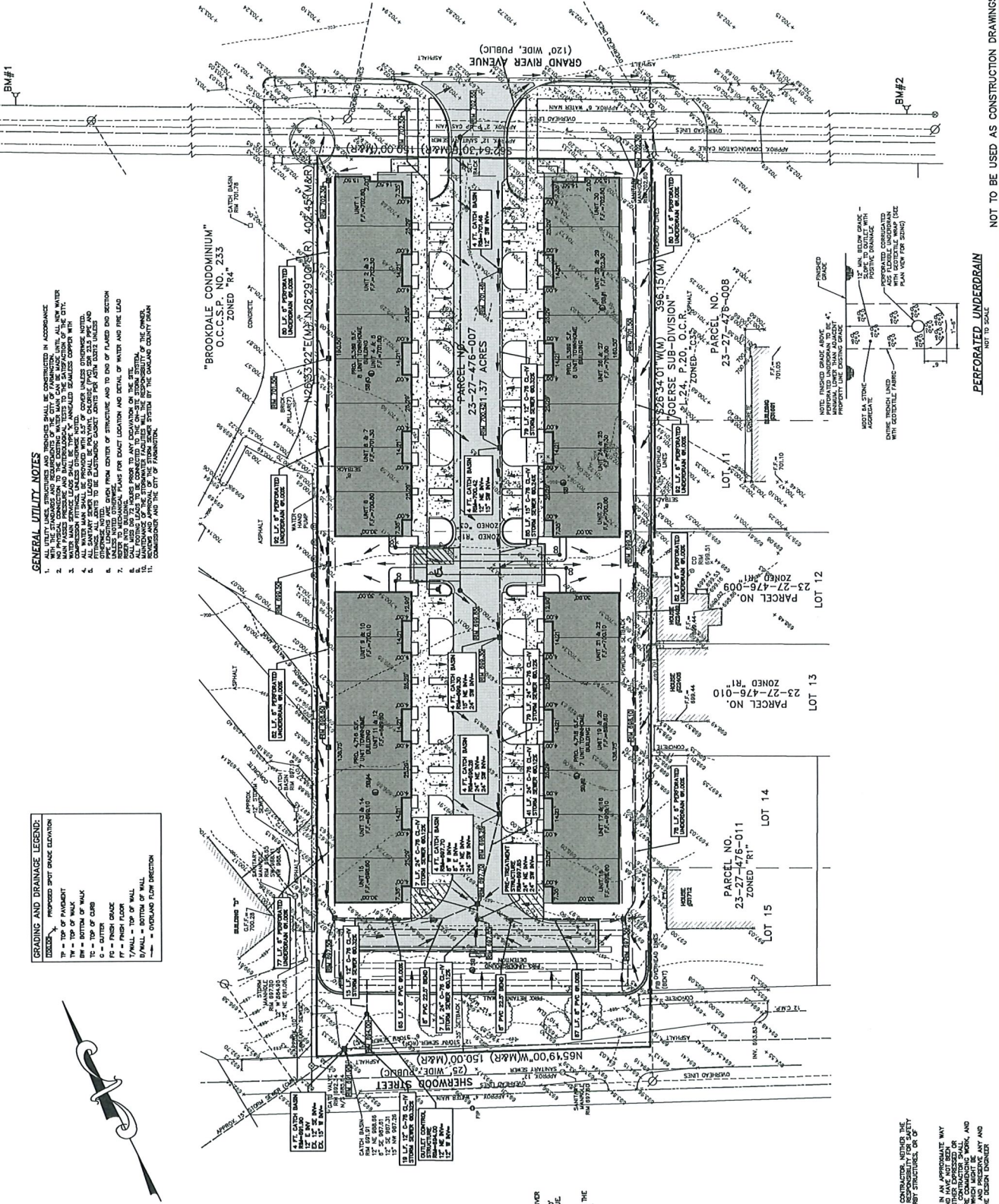
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UTILITY PLAN
 CERVI CONSTRUCTION, L.L.C.
 3175 GRAND RIVER AVENUE - PARCEL NO. 23-27-476-007
 TOWNSHIP 24 N. RANGE 9 E. SECTION 27
 OAKLAND COUNTY MICHIGAN

DATE: 4-17-2023	DRWN BY: CH
CHECKED BY: JPP/DAL	SCALE: 1" = 10'-0"
PROJECT NO. 23-27-476-007	SHEET NO. 6
TOTAL SHEETS: 6	



- GENERAL UTILITY NOTES**
1. ALL UTILITY LINES, STRUCTURES AND DEVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, LATEST EDITION.
 2. ALL UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, LATEST EDITION.
 3. ALL UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, LATEST EDITION.
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 7. ALL UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, LATEST EDITION.
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 9. ALL UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, LATEST EDITION.
 10. ALL UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, LATEST EDITION.
 11. ALL UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, LATEST EDITION.

GRADING AND DRAINAGE LEGEND:

PROPOSED SPOT GRADE ELEVATION
TOP OF PAVEMENT
TOP OF WALK
BOTTOM OF WALK
TOP OF CURB
FINISH GRADE
FINISH FLOOR
TOP OF WALL
BOTTOM OF WALL
ORIG. GROUND SURFACE

LEGEND

TOP OF GRAND RIVER AVENUE
TOP OF SHERRWOOD AVENUE
TOP OF GRAND RIVER AVENUE
TOP OF SHERRWOOD AVENUE
TOP OF GRAND RIVER AVENUE
TOP OF SHERRWOOD AVENUE
TOP OF GRAND RIVER AVENUE
TOP OF SHERRWOOD AVENUE
TOP OF GRAND RIVER AVENUE
TOP OF SHERRWOOD AVENUE

HATCH LEGEND

CONCRETE
ASPHALT
PROPOSED BUILDING
EXISTING BUILDING

BENCHMARKS:

TOP OF ARROW ON INDIANT ON THE WEST SIDE OF GRAND RIVER AVENUE NEAR THE SOUTHERLY CORNER OF THE NORTHERLY CORNER OF THE NORTHWEST CORNER OF 3175 GRAND RIVER AVENUE. ELEVATION: 765.51 M.A.S.L.
TOP OF ARROW ON INDIANT AT THE NORTHWEST CORNER OF THE INTERSECTION OF GRAND RIVER AVENUE & SHERRWOOD STREET. ELEVATION: 765.51 M.A.S.L.

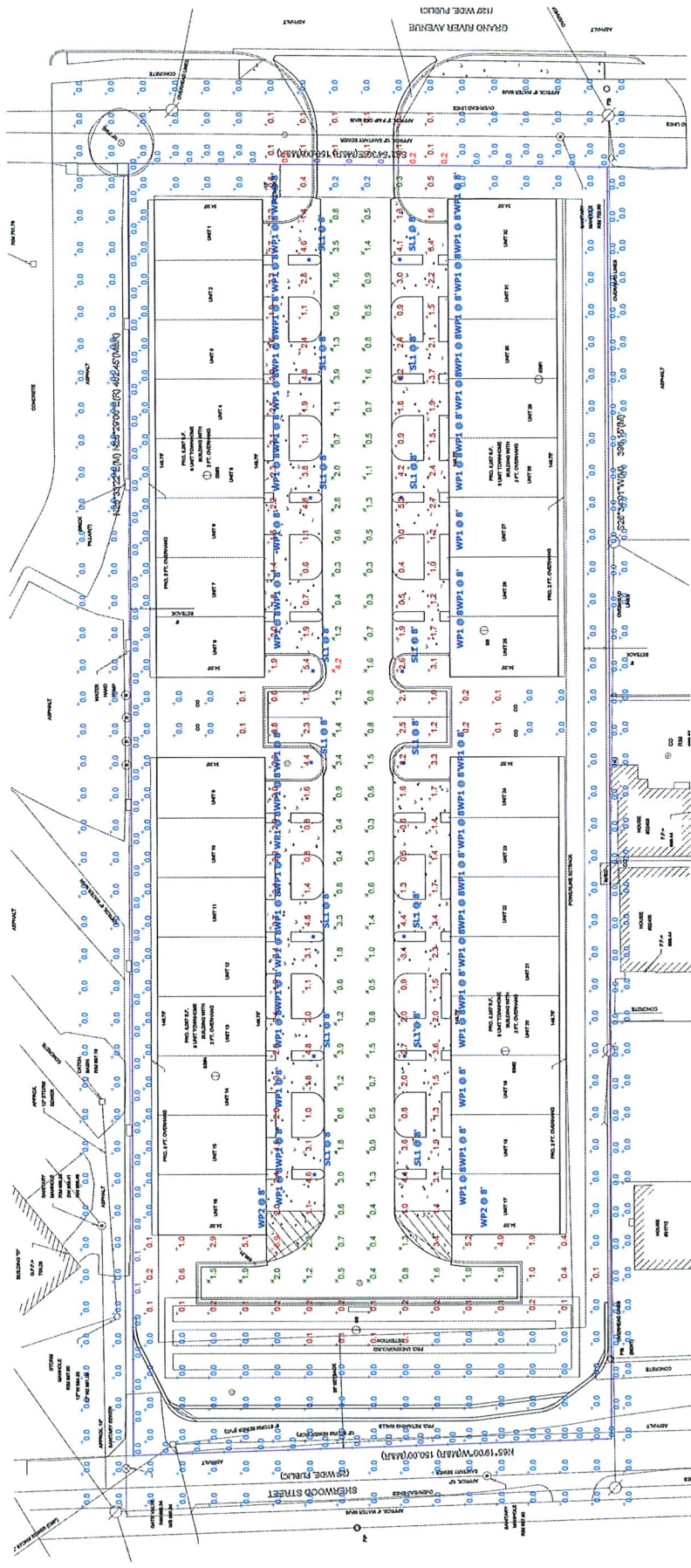
SAND BARRELL NOTE:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE OF THE PROJECT.

EARTHWORK BALANCING NOTE:
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NOTICE:
 THE SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE ENGINEER NOR THE BOARDER SHALL BE HELD RESPONSIBLE FOR ANY ACCIDENTS OR INJURIES TO PERSONS OR PROPERTY THAT MAY OCCUR DURING THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONS AND PROPERTY ON THE SITE OF THE PROJECT.

PERFORATED UNDERDRAIN
 NOT TO SCALE

NOT TO BE USED AS CONSTRUCTION DRAWINGS



Statistics

Description	Symbol	Avg	Max	Min	Avg/Min	Max/Min
Central Drive and Parking	⊗	1.2 fc	4.2 fc	0.2 fc	6.0:1	21.0:1
Overall Grade	+	0.7 fc	5.9 fc	0.0 fc	N/A	N/A
Property Line	+	0.0 fc	0.2 fc	0.0 fc	N/A	N/A

Schedule

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lumens Per Lamp	Light Loss Factor	Wattage
□	SL1	16	Brownlee Lighting	7080-C17-40K	Black plastic housing, aluminum reflector, frosted plastic lens enclosure	1811	0.9	16.21
○	WP1	44	Visual Comfort & Co	89936EN3	Bakersville Small One Light Outdoor Wall Lantern	962	0.9	9.43
□	WP2	2	Lithonia Lighting	WIDGE2 LED P3 40K 80CRT 13M PE	WIDGE2 LED WITH P3 - PERFORMANCE PACKAGE 400K, 80CRT, TYPE 3 MEDIUM OPTIC	3216	0.9	32.1375

General Note
 1. SEE DRAWING FOR LUMINAIRE MOUNTING HEIGHT.
 2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0'
 3. LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND RESUBMISSION TO CITY FOR APPROVAL.
 THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURERS MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.
 THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR A SUBSISTITE FOR ILLUMINANCE ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND COMPLIANCE. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.
 UNLESS OTHERWISE NOTED, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIREMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.
 FOR ORDERING INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.
 THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.
 MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

WEDGE2 LED

ANALOG WITH SCOPE
Precision Refractive Optic

Specifications

- Beam Angle: 11°
- Beam Diameter: 1.12" @ 10'
- Mounting: 1.12" @ 10'
- Material: 1.12" @ 10'

WEDGE2 LED is a precision refractive optic that provides a narrow beam of light. It is designed for use in applications where a focused beam of light is required. The WEDGE2 LED is made of high-quality materials and is designed to provide long life and high performance.

WEDGE2 LED Product Overview

Model	Beam Angle	Beam Diameter @ 10'	Mounting @ 10'	Material
WEDGE2-11	11°	1.12"	1.12"	1.12"
WEDGE2-15	15°	1.50"	1.50"	1.50"
WEDGE2-20	20°	2.00"	2.00"	2.00"
WEDGE2-25	25°	2.50"	2.50"	2.50"
WEDGE2-30	30°	3.00"	3.00"	3.00"

Ordering Information

Part No.	Quantity	Material	Notes
WEDGE2-11	100	1.12"	1.12"
WEDGE2-15	100	1.50"	1.50"
WEDGE2-20	100	2.00"	2.00"
WEDGE2-25	100	2.50"	2.50"
WEDGE2-30	100	3.00"	3.00"

Visual Comfort & Co.

8958515-12 Small One Light Outdoor Wall Lantern

Dimensions:
Height: 15.75"
Width: 9.00"
Depth: 9.00"

Material List:
1 - LED Column A19 300 mA, 2700K included

Features:

- ENERGY STAR Qualified
- 15.75" height
- 9.00" width
- 9.00" depth
- 15.75" height
- 9.00" width
- 9.00" depth

Shipping Information

Part No.	Quantity	Weight	Volume
8958515-12	100	15.75	9.00

Product and Material Details

Material	Quantity	Weight	Volume
LED Column A19 300 mA, 2700K	100	15.75	9.00

COLONIAL

STANDARD SPECIFICATIONS

LED INFORMATION: 100% LED, 2700K, 100W, 1000LM, 10000HRS

FINISH: Matte Black

WARRANTY: 5 Year

Color Temperature

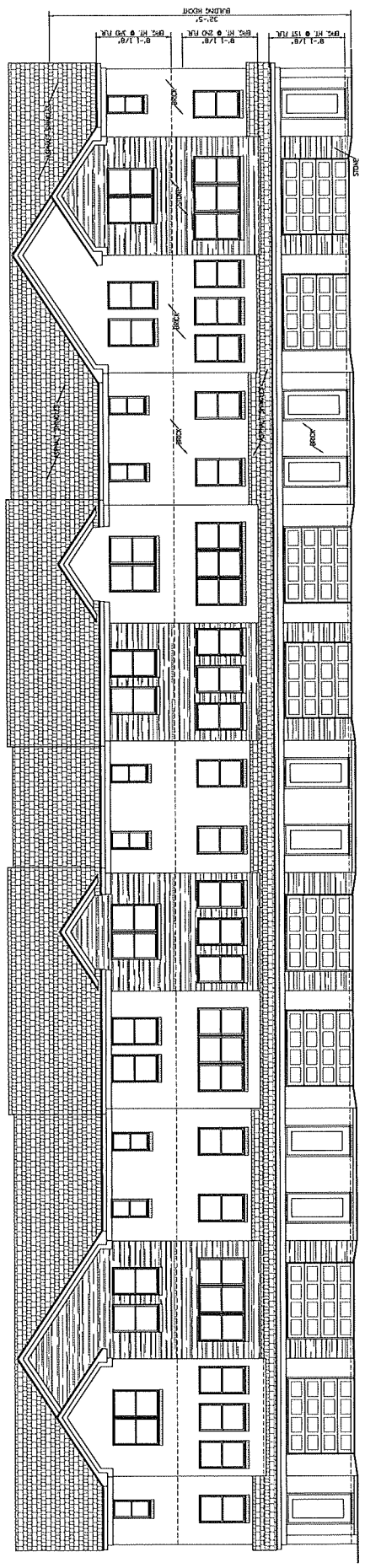
Color Temperature	Beam Angle	Beam Diameter @ 10'
2700K	11°	1.12"
3000K	15°	1.50"
4000K	20°	2.00"

BROWNLEE LIGHTING

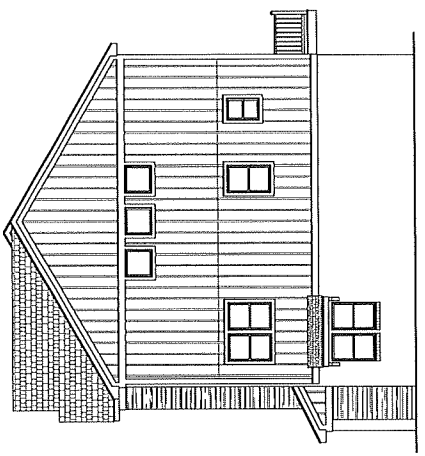
100% LED, 2700K, 100W, 1000LM, 10000HRS

Visual Comfort & Co. is a registered trademark of Visual Comfort & Co. All other trademarks are the property of their respective owners.

FRONT ELEVATION - 8 UNIT BUILDING
SCALE: 3/16" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 3/16" = 1'-0"

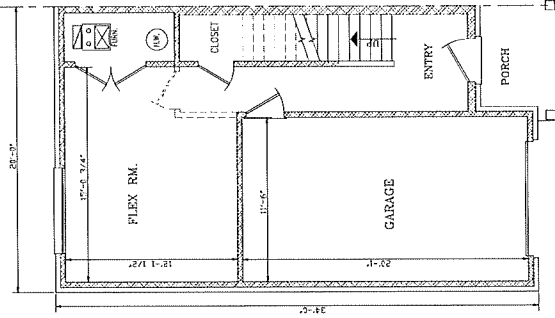




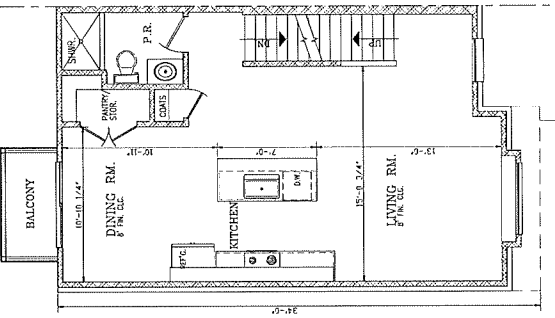
RIGHT SIDE ELEVATION

SCALE: 3/16" = 1'-0"

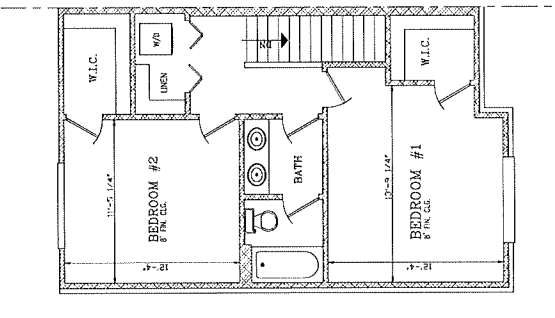
GROUND FLOOR PLAN
390 SQ. FT.



SECOND FLOOR PLAN
567 SQ. FT.



THIRD FLOOR PLAN
567 SQ. FT.











**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON**

**PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT
LEGION SQUARE**

THIS AGREEMENT FOR PLANNED UNIT DEVELOPMENT (referred to herein as the "Agreement") made effective the __ day of _____, 2023, by and between the CITY OF FARMINGTON, Oakland County, Michigan, herein called the "City", 23600 Liberty Street, Farmington, Michigan, 48336, and CERVI CONSTRUCTION, L.L.C., a Michigan limited liability company, whose address is 12419 Stark Rd, Livonia, MI 48150, and its successors and assigns, herein called the "Developer."

BACKGROUND:

A. Developer is the owner of a parcel of real property (the "Property") within the City that is proposed for development as a multiple-family residential luxury townhouse apartment community, known as "Legion Square" (generally referred to hereafter as the "Project"). The legal description of the Property is attached as **Exhibit A**.

B. Developer has secured approval of the Project as a Planned Unit Development ("PUD") pursuant to Article 10 of the City of Farmington Zoning Ordinance (the "Zoning Ordinance"). Approval of Developer's PUD Concept Plan was granted pursuant to Article 10, subject to certain terms and conditions, by the City Council, following recommendation by the Planning Commission. Subsequently, Developer secured Final Site Plan approval for the Project, which such plan is attached as **Exhibit B**.

C. Article 10 contemplates the preparation of an agreement setting forth the conditions upon which the approval of the PUD Concept Plan and/or Final Site Plan has been granted, which in turn serves as the basis for the development, use, and maintenance of the Project. City Council approval of the agreement is required, and the contract is to incorporate and attach the Concept Plan, and/or Final Site Plan.

D. Set forth below are the terms and conditions of the Parties' agreement for the Project and the use of the Property, which such agreement is to be recorded with the Register of Deeds for the County of Oakland following execution by the Parties.

NOW, THEREFORE, FOR AND INCONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

I. GENERAL PROJECT DESCRIPTION

The Property is approximately 1.38 acres of land, bearing Parcel I.D. No. 23-27-476-007. The address is 31775 Grand River Avenue. The proposed Project is a multiple-family residential luxury apartment community consisting of four (4) 3-story buildings with thirty (30) apartments. The development will be a rental apartment development and the owner of the development responsible for maintenance of the apartment grounds and buildings.

The Project is located on the parcel of property previously owned and occupied by the American-Legion Groves-Walker Post 346, which is a long-standing historical use of the property but has been vacant for approximately fifty-years. The developer intends to keep retain the existing historical cannon on-site, with a new plaque as a tribute to the historical use of the site.

The following improvements to the site, as agreed by the Developer are all considered to be a public benefit by the City, without which the Project would not be approved:

- A. Developer will provide high-quality architecture, beyond that required by City Ordinance, in accordance with the attached Elevations, as shown in Exhibit B.
- B. Developer will preserve the large trees along the rear property-line of the Development.
- C. The Developer will provide dense landscaping within those areas that remain open for landscaping, including the areas shown along the east and west property lines, as shown in the attached Landscape Plan for the Development, as shown in Exhibit B.
- D. Developer will relocate and maintain the American- Legion cannon that is existing to another location on-site and commemorate the prior use of the property with a plaque.
- E. The Development provides similar density and is a good transitional use with respect to the adjacent Brookdale Development.
- F. The Developer will mitigate off-site storm water impacts by providing an underground on-site storm water detention basin.

II. EFFECT OF PUD AGREEMENT

A. This PUD Agreement consists of this text, along with the PUD Concept Plan and the approved Final Site Plan consisting of Sheets 1 through 7, drawn April 17, 2023, with a revision date of August 5, 2023, included as the attached Exhibit B, with full-sized original of the PUD Concept Plan on file in the City Clerk's office; the Landscape Plan, issued April 17, 2023 with revisions dated June 16, 2023 on Sheets L-1 through L-3 (also included in Exhibit B); all City Engineering and Planning Consultant Reports, attached as Exhibit C, and conditions and requirements made part of the approved Final Site Plan by Planning Commission and City Council. This Agreement is intended to serve as the contract contemplated under Section 35-135.A and Section 35-135.D of the Zoning Ordinance, and to establish the fundamental terms and provisions of subsequent final approval, construction, use, and maintenance of the Project.

B. Developer has secured approval of a site plan in accordance with Section 35-135.G of the Zoning Ordinance, as amended, and any and all other applicable laws, ordinances and regulations,

and with this Agreement and any conditions imposed with its approval.

C. This Agreement shall be binding upon and benefit the City and Developer, as well as their respective successors, assigns, and transferees, and shall run with the land.

D. Physical development of the Project shall be in accordance with the approved Final Site Plan, and shall not be commenced until after the final site plan has been approved by the City, subject to and in accordance with applicable procedures.

E. Consistent with the City's ordinances and resolutions, as amended from time to time, the City may at its sole discretion require Developer to provide financial guarantees for the completion of improvements, including without limitation, roads, water mains, sanitary sewers, storm drains, and landscaping. More specifically, financial guarantees for construction, such as the Maintenance and Guarantee, Performance, and Landscape sureties, and Construction Escrow, shall be as outlined in the City Engineer's Preconstruction Letter dated _____, and shall be paid prior to construction commencing. A separate surety may be required for work proposed in the City of Farmington or MDOT adjacent Right-of-Way. A separate ROW Permit from MDOT may be required.

III. USES PERMITTED

Uses permitted within the Project shall consist only of a four (4) building 3-story, multiple-family residential luxury townhouse apartment community and related site improvements, amenities, and landscape areas as shown on the PUD Concept Plan and approved Final Site Plan, subject to the terms of this Agreement, and in accordance with the approved final site plan. The Project shall, except as otherwise provided in this Agreement, comply with the C-2 and R-1P District regulations. All development and use shall be in accordance with this Agreement, applicable laws, regulations, and ordinances not inconsistent with this Agreement.

IV. DENSITY AND LOCATION

The Project shall consist of four (4) 3-story buildings with a total of thirty (30) apartments. The location of the buildings shall be as shown on the approved Final Site Plan, within the building envelopes identified. The C2 zoning district permits 22 units per acre while the Planning Commission can increase the density to up to 47 units per acre for a PUD project. Therefore, the portion of the site zoned C2 (assumed to be 0.46) can accommodate an estimated 10 units under standard zoning and up to an estimated 22 units as a PUD. However, the R1P zoning district only permits single-family residential units that range between a minimum of 1,000 and 1,600 square feet depending on the number of stories. Therefore, the 30 units being proposed are above the maximum density permitted on the C2 zoned portion under both scenarios, and are therefore a deviation.

V. YARD SETBACKS

Yard setbacks and lots shall conform to the C-2 and R-1P regulations, except that:

1. The maximum building height shall be 32.5 feet, which is a deviation from the 30-foot maximum required by the Zoning Ordinance.

2. The west sideyard setback from the overhang shall be 6 feet, which is a deviation from the C-2 minimum of 10-feet, but is consistent with the R-1P minimum.

VI. LANDSCAPING

The site landscaping shall be enhanced beyond what is required by the Zoning Ordinance standards in those remaining open space areas shown on the Final Landscape Plan, including, but not limited to site frontage and additional landscaping along the east and west property lines. For the site frontage, no less than a 10-foot-wide greenbelt is required in which one (1) canopy tree and six (6) shrubs shall be planted per each thirty (30) linear feet. Ornamental trees may be used to diversity the planting (2 per each 1 required canopy tree). Since Grand River Avenue is the only designated road frontage, only 5 canopy (or 10 decorative) trees and 30 shrubs are required. The applicant has provided 6 canopy trees and 30 shrubs to satisfy this requirement. With respect to the buffer zones, for property adjacent to residential districts, the requirements for a landscape buffer state that the buffer shall contain at minimum: two (2) canopy trees and four (4) shrubs, or one (1) evergreen and four (4) shrubs per twenty (20) linear feet along the property line, rounded upward. This buffer is required along the southern parcel perimeter and where abutting the R1 zoned property to the east. The southern buffer is more than adequate while the abutting residential parcels are screened via a six (6) foot vinyl privacy fence of unknown color and style. Regarding parking lot landscaping, one (1) canopy tree per each 100 sq ft of landscape area is required per each eight (8) parking spaces along with a greenbelt when parking is visible from the right-of-way. Parking is partially visible from Grand River Avenue but to ensure that clear space is maintained, no additional buffering will be added. For condominium and multiple-family residential developments, no less than one (1) street tree per each 40 linear feet of frontage is required along all interior roads the location of which is to be between the sidewalk and road curb. The requirement equates to an estimated 8-10 trees while 17 trees are proposed.

All landscaping shall be installed prior to issuance of any Certificate of Occupancy for any unit and as shown on the Landscape Plan set forth in Exhibit B, and in accordance with the Final Site Plan, and thereafter regularly, professionally, and permanently maintained on the Property in a condition that provides maximum opacity. If weather conditions do not, in the opinion of the City's landscape consultant, permit installation of all or a portion of the landscaping at the time Developer seeks an initial certificate of occupancy, such Certificate shall be issued only after Developer has posted a financial guarantee in a form and manner, and amount, acceptable to the City.

VII. STREET TREES

Developer shall install the number and type of deciduous street trees in the right-of-way as shown on the Landscape Plan and approved Final Site Plan. Such trees shall be installed in the right-of-way along Grand River Avenue before any certificate of occupancy is granted for any building; provided, however, that the Building Official may allow Developer to defer the planting of any street tree if the development along a particular street is not substantially complete or if the tree cannot be planted because of weather conditions, but in such event shall establish a specific date upon which such tree shall be planted and Developer shall post cash or another financial guarantee acceptable to the City in an amount sufficient to defray the cost of planting the tree.

If all of the street trees required are not planted within three (3) years of the date of this PUD Agreement, the City may (but is not obligated to) require Developer to post cash or another financial guarantee acceptable to the City to cover the cost of planting the remaining street trees. The City may, but is not obligated to, use the deposited guarantee to plant the trees adjacent to the undeveloped units. Within thirty (30) days after all of the required street trees have been planted, the City will return to Developer any cash or other financial guarantee not used to plant street trees.

VIII. PEDESTRIAN CIRCULATION

Sidewalks shall be constructed as shown on the approved Final Site Plan. Details for proposed driveway crossings (at the front and side entrances) shall be provided on the site plan to ensure that they will not create a hazard for disabled citizens. Ramps and level landings shall be ADA compliant and shall be constructed concurrently with the road.

IX. ON AND OFF-SITE IMPROVEMENTS

It is understood that certain on-site and off-site infrastructure improvements will be required for the Project, to be set forth in the final site plan and engineering plans, including improvements for storm water management, sanitary sewer, and public water, and that Developer shall be solely responsible for all costs and expenses of and associated with such improvements and the restoration of those areas. The City has no obligation to construct or provide in any way for such improvements, and the City has made no guarantees, assurances, or representations with regard to the viability of any such improvements.

Developer shall convey to the City (or to MDOT, as required) the full proposed right-of-way along the Grand River Avenue frontage, as shown on the approved Final Site Plan in a form and manner acceptable to the City or MDOT, before issuance of any permits or approvals for site improvements.

X. STORM WATER MANAGEMENT

Storm water shall be retained on site and released from the Property and the Project in a manner to be approved by the City as part of final site plan review and engineering review. In general, the storm water shall be directed to an under-ground basin in the area shown on the approved Final Site Plan. The storm water and drainage conveyance facilities shall be designed and constructed by Developer, and approved and inspected by the City, in accordance with all applicable City, County of Oakland, and State of Michigan ordinances, codes, regulations and laws. Developer shall be responsible for securing any off-site easements as may be required, at its sole cost and expense. Developer shall also be responsible for maintaining the approved mechanical pre-treatment structure per the manufacturer's requirements, with records being provided to the City upon request until the development is turned over to the homeowners' association.

XI. WATER AND SANITARY SEWER

Sanitary sewer and water are available to the Property. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and

sewage systems. Such improvements shall be designed and constructed in accordance with the approved Final Site Plan, and all applicable City, State and County standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions, and easements to reach the area to be served, shall be provided by and at the sole expense of Developer, and shall be completed, approved, and dedicated to (as required by the City in its discretion) the City to the extent necessary to fully service all proposed and existing facilities, structures, and uses within the Development to be served thereby, prior to issuance of any building permits for any building in such phase of the Development.

If Developer chooses to seek building permits for the structure before completion of the completion, dedication, and acceptance of the water and sanitary sewerage facilities, Developer shall be permitted to post security in the form of cash or an irrevocable and automatically renewing letter of credit approved by the City and issued by an institution doing business in Oakland County, Michigan, in an amount determined by reference to the City Engineer's Preconstruction Letter dated _____, which estimate has been approved by the City Engineer, together with an agreement with the City, approved by the City Attorney, authorizing the City, at its option, to install the water system and/or sanitary sewer system for such phase if Developer has failed to do so within the time specified in the agreement. In such case, the aforementioned agreement shall also provide that the water and sanitary system facilities shall be completed and approved for the Development before issuance of any certificate of occupancy and in any event within nine (9) months after issuance of the first building permit in such phase.

Developer shall, upon completion of installation and testing of the public water and sanitary sewer improvements and final acceptance of same, convey and dedicate all interest in such facilities to the City by providing and executing documents and title work in accordance with all applicable City ordinances and requirements.

Developer shall not be required to pay any applicable availability fees, user connection fees or tap fees before connecting to the City's sanitary sewage or water supply systems.

XII. TRAFFIC CIRCULATION/PUBLIC STREETS REQUIRED

One entrance shall be required on Grand River Avenue, in accordance with the approved Final Site Plan. The street/driveway/parking lot shall be private and shall be maintained by the Developer in accordance with the ordinances and standards of the City. All water and sanitary facilities located under the private street/driveway/parking lot shall be dedicated to the City in public easements in a format approved by the City.

All road/parking improvements shall be in accordance with the design and construction standards of the City as determined by the City at the time of final Site Plan approval. The following additional requirements shall apply with regard to street acceptance:

- a. No certificate of occupancy, temporary or final, shall be issued until all site improvements required by an approved site or plot plan are constructed, installed, or placed on the property and final approval of same has been obtained from the City, together with any required performance guarantees is

in place.

- b. The following signed acceptance documents must be submitted to the city engineer in connection with the dedication/acceptance:
 - 1. Bill of sale for each utility conveying the improvements to the City.
 - 2. Contractor's sworn statement listing those parties and stating that all labor and material expenses incurred in connection with the subject construction improvements have been paid.
 - 3. A maintenance bond equal to twenty-five (25) percent of the cost of the construction of the water and sanitary sewer improvements to be accepted, in a form acceptable to the city attorney's office. The maintenance bond must be in effect for a period of two (2) years from the date of formal acceptance by city council.
 - 4. A stamped and verified centerline description and final as-built drawing

XIII. MECHANISM FOR PRESERVATION, REGULATION, MAINTENANCE AND FINANCE OF COMMON ELEMENTS, AREAS, AND IMPROVEMENTS

As part of final site plan review and approval, Developer shall submit to the City proposed covenants, restrictions shall be recorded for Legion Square (referred to as "Declaration of Covenants").

The Covenants shall be subject to review and approval by the City Attorney as part of final site plan approval.

As part of such Covenants, there shall be provisions obligating Developer, and its successors or assigns, to maintain, repair and preserve common areas, walkways, landscaping, signage, and any other common elements and improvements in and for Legion Square, including storm drainage and detention, roads, parking lots and driveways. Such maintenance, repair, and preservation shall be to a high standard of care.

The Covenants shall additionally provide that, in the event Developer or successor owners of the Property and/or the Association shall at any time fail to carry out one or more responsibilities or obligations relative to maintenance, repair, and/or preservation, the City shall have the right to serve written notice upon Developer or successor owners (through the Association), setting forth the deficiencies in maintenance, repair and/or preservation. The notice may also set forth a demand that such deficiencies be cured within a stated reasonable period of time, and further state a date, time and place of hearing before the City Council or other board, body or official delegated by the City Council, for the purpose of allowing Developer or successor owners to be heard as to why the City should not proceed with the maintenance, repairs and/or preservation which had not been undertaken. At the hearing, the City may take action to extend the time for curing the deficiencies, and the date of the hearing may itself be extended and/or continued to a date certain. If, following the hearing, the City shall determine that the maintenance, repairs and/or preservation have not been completed within the time specified in the notice, as such time may have been extended by the City, the City shall thereupon have the power and authority, but

not the obligation, to enter upon the Property, or cause its agents and/or contractors to enter upon the Property, and perform such maintenance, repairs and/or preservation as found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs and/or preservation, including the cost of all notices and hearing, including reasonable attorneys' fees, plus a reasonable administrative fee, shall be paid by Developer, and then the successor owners, and such amounts shall constitute a lien on all taxable portions of the Property. The City may require the payment of such monies prior to the commencement of any work.

If such costs and expenses have not been paid within thirty (30) days of a billing to Developer, or successor owners, all unpaid amounts may be placed on the delinquent tax roll of the City as regards the taxable portions of the Property, and shall accrue interest and penalties, and shall be collected in the manner made and provided for the collection of delinquent real property taxes in the City. In the discretion of the City, such costs and expenses may also be collected by suit initiated against Developer and then successor owners responsible for the maintenance of the common elements under the Declaration of Covenants, the Developer and/or successor owners shall pay all Court costs and reasonable attorneys' fees incurred by the City in connection with such suit if the City obtains relief in such action.

Any failure or delay by the City to enforce any provision of the Declaration of Covenants shall in no event be deemed or construed, or otherwise relied upon, as a waiver or estoppel of the right to eventually pursue and insist upon strict enforcement.

In all instances in which the City is authorized to pursue maintenance, repairs and/or preservation, as provided above, the City and its agents and contractors, shall be permitted, and are hereby granted authority, to enter upon all portions of the Property reasonably necessary or appropriate for the purpose of inspecting and/or completing the respective work.

XIV. SIGNAGE

Signage shall be provided as set forth in the approved Final Site Plan.

XV. BUILDING ELEVATIONS/ARCHITECTURAL REQUIREMENTS

Because the Project is located on a main thoroughfare (Grand River Avenue) and in an existing residential area, the City has an interest in ensuring that the architecture of the buildings is of high quality and, at a minimum, is of a residential appearance and character that is compatible and harmonious with the homes in the surrounding areas. The building shall be of good and workmanlike construction, and constructed of quality materials, and shall be consistent in the City's sole discretion with the architectural features, design, materials, and elevations/appearance as set forth in the Developer's proposal, attached hereto as part of Exhibit B.

XVII. PHASING

The project shall be developed in a single phase.

XVIII. GENERAL PROVISIONS

A. The Zoning Board of Appeals shall have no jurisdiction over the Property or the application

of this Agreement.

B. Except as may be specifically modified by this Agreement, the City Code and all applicable regulations of the City shall apply to the Property. Any substantial violation of the City Code by Developer and/or any successor owners or occupants with respect to the Property shall be deemed a breach of this Agreement, as well as a violation of the City Code.

C. A breach of this Agreement shall constitute a nuisance per se which shall be abated. Developer and the City therefore agree that, in the event of a breach of this Agreement by Developer, the City, in addition to any other relief to which it may be entitled at law or in equity, shall be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance per se. In the event of a breach of this Agreement, the City may notify Developer of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30) days, Developer shall not be in the breach hereunder if Proprietor commences the cure within the thirty (30) day period and diligently pursues the cure to completion. Failure to comply with such notice shall, in addition to any other relief to which the City may be entitled in equity or at law, render Developer liable to the City in any suit for enforcement for actual costs incurred by the City including, but not limited to, attorneys' fees, expert witness fees and the like.

D. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. In the event Developer desires to propose an amendment, an application shall be made to the City's Department of Community Development, which shall process the application in accordance with the procedures set forth in the Zoning Ordinance.

E. Both parties understand and agree that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction, and as a final enforceable judgment, to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provisions held to be invalid.

F. The Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

G. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, all remedies afforded in this Agreement are in addition to every other remedy provided by law.

H. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this

Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such parties.

I. This Agreement shall run with the land described herein as the Property and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds by the City. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, and assigns shall take their interest subject to the terms of this Agreement, and all references to "Developer " in this Agreement shall also include all heirs, successors, and assigns of Developer. The parties also acknowledge that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

J. Developer has negotiated with the City the terms of the PUD Concept Plan and approved Final Site Plan and this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Developer and the City. Developer fully accepts and agrees to the final terms, conditions, requirements and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Concept Plan, approved Final Site Plan and Agreement results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the PUD Concept Plan or approved Final Site Plan and Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. Developer and the City agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Developer has offered and agreed to proceed with the undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for the Developer, all of which undertakings and obligations Developer and the City agree are necessary in order to ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objective of the City and Developer, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended.

Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and Developer shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon use of all or any portion of the Property, or to claim that enforcement of this Agreement causes an inverse condemnation or taking of all or any portion of such property. It is further agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Property under the approved PUD Concept Plan, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

K. At the time of the execution of this Agreement, Developer has obtained Final Site Plan approval. Developer acknowledges that the Engineering Consultant may impose additional conditions other than those contained in this Agreement during its final approvals as authorized by law; provided, however, that such conditions shall not be inconsistent with the approved Final Site Plan or documents and shall not change or eliminate any development right authorized

thereby. Such conditions shall be incorporated into and made a part of this Agreement, and shall be enforceable against Developer.

L. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the City.

M. The recitals contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

N. This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to site plan approvals as stated above.

O. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

P. Where there is a question with regard to applicable regulations for a particular aspect of the development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Concept Plan or the approved Final Site Plan and this Agreement which apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of the PUD Documents and does not change or eliminate any development right authorized by the PUD documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Concept Plan and/or this Agreement, or between such documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

Q. Both parties acknowledge and agree that they have had the opportunity to have the PUD Concept Plan and approved Final Site Plan, and this Agreement, reviewed by legal counsel.

R. Notwithstanding the foregoing, Developer retains the right at any time prior to commencement of construction of the improvements contemplated by the PUD Concept Plan and approved Final Site Plan and this Agreement to terminate the PUD subject to and in accordance with the requirements of the Zoning Ordinance applicable to such a termination.

[SIGNATURES CONTAINED ON NEXT PAGE]

CITY OF FARMINGTON

By: Sara Bowman
Its: Mayor

By: Meaghan Bachman
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2023, by Sara Bowman, Mayor, and Meaghan Bachman, Clerk, on behalf of the City of Farmington, a Municipal Corporation.

Notary Public
_____ County, MI
Acting in Oakland County
My Commission Expires: _____

CERVI CONSTRUCTION, L.L.C., a Michigan limited liability company

By:
Its:

The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this ____ day of _____, 2023, by _____, the _____ of CERVI CONSTRUCTION, L.L.C., a Michigan limited liability company y, on behalf of the company.

Notary Public
_____ County, MI
Acting in Oakland County
My Commission Expires: _____

Drafted by:
Beth Saarela
Rosati, Schultz, Joppich & Amtsbuechler, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550

When recorded return to:
Meaghan Bachman, City Clerk
City of Farmington
23600 Liberty Street
Farmington, MI 48375

**Farmington City Council
Staff Report**

City Council
Date: October 2, 2023

**Reference
Number**
9

Submitted by: Kevin Christiansen, Planning and Building Department Director

Description Proposed Amendment to the PUD Agreement for the Liberty Hill Planned Unit Development

Requested Action: Move to approve proposed Addendum to Planned Unit Development (PUD) Agreement for Liberty Hill

Background

This item is for consideration to amend a minor requirement set forth in the Liberty Hill PUD Agreement concerning the location of the construction of decks adjacent to the open space area in the Development. Generally, the PUD Plan and Agreement allow decks to be built up to 5-feet from the rear setback of each unit. With respect to the units adjacent to the open space area, the PUD Agreement included a 10-foot limitation on constructing the deck:

Decks, patios, and similar improvements may intrude into rear yards and outside the delineated building envelopes; however, such intrusion shall not result in any improvement being placed less than 5 feet from any property line. If adjacent to open space, such improvements shall extend no further than 10 feet from rear line of the building envelope.

The applicant, 10 Mile Development Group, has requested to delete the 10-foot limitation adjacent to open space and allow decks within 5-feet of the rear property line based on a request from a purchaser of a unit.

Staff has no objection to the modification as it does not impact the overall PUD Site Plan.

Attachments:

Planning Commission Staff Report

Subject: Special Land Use Application – Indoor Entertainment and Amusement, 23311 Orchard Lake Road

For the Agenda of: June 11, 2012

**ADDENDUM TO
PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT
LIBERTY HILL**

This Addendum to Planned Unit Development (PUD) Agreement ("Agreement") by and between by and between the CITY OF FARMINGTON, Oakland County, Michigan, herein called the "City", 23600 Liberty Street, Farmington, Michigan, 48336, and 10 MILE DEVELOPMENT GROUP, LLC, a Michigan limited liability company, whose address is 31000 Northwestern Highway, Farmington Hills, MI 48334, and its successors and assigns, herein called the "Developer."

RECITATIONS

I. The Developer and the City entered into a PUD Agreement effective December 23, 2019, which is recorded at Liber 54996, Page 358, Oakland County Records, with respect to the Property described in Exhibit A.

II. Section V.2 of the PUD Agreement contemplates the following limitations be placed on the construction of decks adjacent to open space:

Decks, patios, and similar improvements may intrude into rear yards and outside the delineated building envelopes; however, such intrusion shall not result in any improvement being placed less than 5 feet from any property line. If adjacent to open space, such improvements shall extend no further than 10 feet from rear line of the building envelope.

III. The Developer has requested and the City agrees to permit a deck closer that 10-feet from the rear property line in an area adjacent to open space and seeks to amend the limitation to the 5 feet requirement imposed on the other units. The amended language shall state as follows:

Decks, patios, and similar improvements may intrude into rear yards and outside the delineated building envelopes; however, such intrusion shall not result in any improvement being placed less than 5 feet from any property line.

IV. Because the change does not have any substantive impact or change the approved PUD Plan, the City does not object to the renumbering of the units on the Condominium Subdivision Plan, and agrees to Amend the PUD Agreement to reflect the change.

NOW, THEREFORE, based upon the foregoing, the parties agree as follows:

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON

LIBERTY HILLS
PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT

THIS AGREEMENT FOR PLANNED UNIT DEVELOPMENT (referred to herein as the "Agreement") made effective the 22nd day of December 2019, by and between the CITY OF FARMINGTON, Oakland County, Michigan, herein called the "City", 23600 Liberty Street, Farmington, Michigan, 48336, and 10 MILE DEVELOPMENT GROUP, LLC, a Michigan limited liability company, whose address is 31000 Northwestern Highway, Farmington Hills, MI 48334, and its successors and assigns, herein called the "Developer."

BACKGROUND:

A. Developer is the owner of a parcel of real property (the "Property") within the City that is proposed for development as a single-family residential community, known as "Liberty Hill" (generally referred to hereafter as the "Project"). The legal description of the Property is attached as **Exhibit A**.

B. Developer has secured approval of the Project as a Planned Unit Development ("PUD") pursuant to Article 10 of the City of Farmington Zoning Ordinance (the "Zoning Ordinance"). Approval of Developer's PUD Concept Plan was granted pursuant to Article 10, subject to certain terms and conditions, by the City Council, following recommendation by the Planning Commission. Subsequently, Developer secured Final Site Plan approval for the Project, which such plan is attached as **Exhibit B**.

C. Article 10 contemplates the preparation of an agreement setting forth the conditions upon which the approval of the PUD Concept Plan and/or Final Site Plan has been granted, which in turn serves as the basis for the development, use, and maintenance of the Project. City Council approval of the agreement is required, and the contract is to incorporate and attach the Concept Plan, and/or Final Site Plan.

D. Set forth below are the terms and conditions of the Parties' agreement for the Project and the use of the Property, which such agreement is to be recorded with the Register of Deeds for the County of Oakland following execution by the Parties.

NOW, THEREFORE, FOR AND INCONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

I. GENERAL PROJECT DESCRIPTION

The Parties entered into an Agreement on or about October 19, 2017, under which Developer agreed to purchase the Property from the City and confirming Developer's intention to develop the Property with the proposed Project. The Property is approximately 3.88 acres of land, bearing Parcel I.D. No. 23-27-126-004. The address is 32795 W. 10 Mile Road. The proposed Project is a residential community consisting of 14 single-family homes. The development will be set up as a site condominium. The Master Deed will establish a Homeowners' Association that will ultimately be responsible for maintenance of the general and limited common elements of the development.

The Project is located on the parcel of property previously owned by the City of Farmington. The purchase agreement between Developer and the City required the property to be developed pursuant to the PUD process set forth in the City's Zoning Ordinance, and closing was made contingent upon Developer securing approval of the PUD Concept Plan, which was granted by the City Council on March 19, 2018. The Planning Commission granted Final Site Plan approval on June 25, 2018. The closing and transfer of the Property to the Developer occurred on November 7, 2018.

The fact that the Developer agreed to develop the property with single-family homes of high architectural quality; that the Developer will remove the existing building (the former 47th District Courthouse) from the Property at its cost; that the Developer will undertake all required environmental cleanup activity (if any) at its expense; and that the Developer will provide landscaping improvements over and above those required by ordinance, as set forth herein, are all considered to be a public benefit by the City, without which the Project would not be approved.

II. EFFECT OF PUD AGREEMENT

A. This PUD Agreement consists of this text, along with the PUD Concept Plan and the approved Final Site Plan consisting of Sheets 1-13, drawn December 4, 2017 and with revisions through March 21, 2019 (included in the attached Exhibit B, with full-sized original of the PUD Concept Plan on file in the City Clerk's office); the Landscape Plan, issued December 5, 2017 with revisions on Sheets L-1 through L-3 dated March 22, 2019(also included in Exhibit B); and all conditions and requirements made part of the approved Final Site Plan. This Agreement is intended to serve as the contract contemplated under Section 35-135.A and Section 35-135.D of the Zoning Ordinance, and to establish the fundamental terms and provisions of subsequent final approval, construction, use, and maintenance of the Project.

B. Developer has secured approval of a site plan in accordance with Section 35-135.G of the Zoning Ordinance, as amended, and any and all other applicable laws, ordinances and regulations, and with this Agreement and any conditions imposed with its approval.

C. This Agreement shall be binding upon and benefit the City and Developer, as well as their respective successors, assigns, and transferees, and shall run with the land.

D. Physical development of the Project shall be in accordance with the approved Final Site Plan, and shall not be commenced until after the final site plan has been approved by the City, subject to and in accordance with applicable procedures.

E. Consistent with the City's ordinances and resolutions, as amended from time to time, the City may at its sole discretion require Developer to provide financial guarantees for the completion of improvements, including without limitation, roads, water mains, sanitary sewers, storm drains, and landscaping. More specifically, financial guarantees for construction, such as the Maintenance and Guarantee, Performance, and Landscape sureties, and Construction Escrow, shall be as outlined in the City Engineer's REVISED Preconstruction Letter dated July 23, 2019, and shall be paid prior to construction commencing. A separate surety may be required for work proposed in the City of Farmington Hills' Right-of-Way.

III. USES PERMITTED

Uses permitted within the Project shall consist only of single-family detached homes and related site improvements, amenities, and open space as shown on the PUD Concept Plan and approved Final Site Plan, subject to the terms of this Agreement, and in accordance with the approved final site plan. The Project shall, except as otherwise provided in this Agreement, comply with the R-1 District regulations. All development and use shall be in accordance with this Agreement, applicable laws, regulations, and ordinances not inconsistent with this Agreement.

IV. DENSITY AND LOCATION

The Project shall consist of 14 single-family detached homes, which may be either 1 story or 2 stories, within a site condominium development. The location of the buildings shall be as shown on the approved Final Site Plan, within the building envelopes identified. The area and location of the lots shall be as shown on the approved Final Site Plan. Minimum lot area shall be 5,226 square feet, which is a deviation from the 8,500 square foot minimum required by the Zoning Ordinance. Minimum lot width shall be 53 feet, which is a deviation from the 70-foot minimum required by the Zoning ordinance. Lot width shall, for purposes of this Project, be measured along the tangent of the setback as shown on the Final Site Plan.

V. YARD SETBACKS

Yard setbacks and lots shall conform to the R-1 regulations, except that:

1. The least side yard setback may be 5 feet, instead of 6 feet, and the total of both side yards may be 10 feet, instead of 16 feet. For corner lots (Units 1, 9, 10, and 14) the side yard setback on the street side may be reduced from 25 feet to 12.7 feet.
2. The front yard setback shall be a minimum of 13.5 feet to the garage and 13.5 feet to the front elevation of the house.

Decks, patios, and similar improvements may intrude into rear yards and outside the delineated building envelopes; however, such intrusion shall not result in any improvement being placed less than 5 feet from any property line. If adjacent to open space, such improvements shall extend no further than 10 feet from rear line of the building envelope.

VI. LANDSCAPING

Because the property is located both on a major thoroughfare (Ten Mile Road) and adjacent to residential properties to the west, additional landscaping is required. All landscaping (other than street trees, which are addressed elsewhere in this Agreement, shall be installed prior to issuance of any Certificate of Occupancy for any unit and as shown on the Landscape Plan set forth in Exhibit D, and in accordance with the Final Site Plan, and thereafter regularly, professionally, and permanently maintained on the Property in a condition that provides maximum opacity. If weather conditions do not, in the opinion of the City's landscape consultant, permit installation of all or a portion of the landscaping at the time Developer seeks an initial certificate of occupancy, such Certificate shall be issued only after Developer has posted a financial guarantee in a form and manner, and amount, acceptable to the City.

VII. STREET TREES

Developer shall install the number and type of deciduous street trees in the right-of-way as shown on the Landscape Plan and approved Final Site Plan. Such trees shall be installed in the right-of-way in front of or adjacent to each unit before any certificate of occupancy is granted for that unit; provided, however, that the Building Official may allow Developer to defer the planting of any street tree if the development along a particular street is not substantially complete or if the tree cannot be planted because of weather conditions, but in such event shall establish a specific date upon which such tree shall be planted and Developer shall post cash or another financial guarantee acceptable to the City in an amount sufficient to defray the cost of planting the tree. If all of the street trees required are not planted within three (3) years of the date of this PUD Agreement, the City may (but is not obligated to) require Developer to post cash or another financial guarantee acceptable to the City to cover the cost of planting the remaining street trees. The City may, but is not obligated to, use the deposited guarantee to plant the trees adjacent to the undeveloped units. Within thirty (30) days after all of the required street trees have been planted, the City will return to Developer any cash or other financial guarantee not used to plant street trees.

VIII. PEDESTRIAN CIRCULATION

Sidewalks shall be constructed as shown on the approved Final Site Plan. Details for proposed driveway crossings (at the front and side entrances) shall be provided on the site plan to ensure that they will not create a hazard for disabled citizens. Ramps and level landings shall be ADA compliant and shall be constructed concurrently with the road.

IX. TERMINATION OF SHARED DRIVEWAY EASEMENT

The parties acknowledge that, prior to closing on the purchase of the Property, there was on the Property a shared asphalt driveway with the parcel to the east, owned by the Farmington Public School District. The easement document was terminated at Closing. However, additional agreements regarding the driveway and the adjacent use were entered into. These documents consist of a Termination of Easement and Use Agreement dated October 30, 2018 and recorded at Liber 52363, Page 398 of the Oakland County Records, and Driveway Access Easement dated October 30, 2018 and recorded at Liber 52363, Page 409 of the Oakland County Records.

Developer agrees that it will undertake any and all required restoration of the easement area on the adjacent parcel to the specifications of the Farmington Public School District, including the planting of grass or landscaping materials as required. Developer also represents that it will, as part of the removal of the driveway on both parcels, take all steps necessary, and make all improvements necessary, to provide continued access to the adjacent Farmington Public Schools property to the south. This includes, but is not limited to, removal or reinstallation of asphalt pavement, and painting and/or striping of the pavement. Developer acknowledges that an easement across the Property adjacent to the school parcel may be required in connection with continued access to the bus facility.

X. ON AND OFF-SITE IMPROVEMENTS

It is understood that certain on-site and off-site infrastructure improvements will be required for the Project, to be set forth in the final site plan and engineering plans, including improvements for storm water management, sanitary sewer, and public water, and that Developer shall be solely responsible for all costs and expenses of and associated with such improvements and the restoration of those areas. The City has no obligation to construct or provide in any way for such improvements, and the City has made no guarantees, assurances, or representations with regard to the viability of any such improvements.

Developer shall convey to the City (or to the City of Farmington Hills if required by the City) the full proposed right-of-way along the 10 Mile Road frontage, as shown on the approved Final Site Plan in a form and manner acceptable to the City, before issuance of any permits or approvals for site improvements.

XI. STORM WATER MANAGEMENT

Storm water shall be released from the Property and the Project in a manner to be approved by the City as part of final site plan review and engineering review. In general, the storm water shall be directed to an above-ground basin in the area shown on the approved Final Site Plan. The storm water and drainage conveyance facilities shall be designed and constructed by Developer, and approved and inspected by the City, in accordance with all applicable City, County of Oakland, and State of Michigan ordinances, codes, regulations and laws. Developer shall be responsible for securing any off-site easements as may be required, at its sole cost and expense. Developer shall also be responsible for maintaining the approved mechanical pre-treatment structure per the manufacturer's requirements, with records being provided to the City upon request until the development is turned over to the homeowners' association.

XII. WATER AND SANITARY SEWER

Sanitary sewer and water are available to the Property. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. Such improvements shall be designed and constructed in accordance with the approved Final Site Plan, and all applicable City, State and County standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions, and easements to reach the area to be served, shall be provided by and at the sole expense of Developer, and shall be completed, approved, and

dedicated to (as required by the City in its discretion) the City to the extent necessary to fully service all proposed and existing facilities, structures, and uses within the Development to be served thereby, prior to issuance of any building permits for any building in such phase of the Development.

If Developer chooses to seek building permits for the structure before completion of the completion, dedication, and acceptance of the water and sanitary sewage facilities, Developer shall be permitted to post security in the form of cash or an irrevocable and automatically renewing letter of credit approved by the City and issued by an institution doing business in Oakland County, Michigan, in an amount determined by reference to the City Engineer's REVISED Preconstruction Letter dated July 23, 2019, which estimate has been approved by the City Engineer, together with an agreement with the City, approved by the City Attorney, authorizing the City, at its option, to install the water system and/or sanitary sewer system for such phase if Developer has failed to do so within the time specified in the agreement. In such case, the aforementioned agreement shall also provide that the water and sanitary system facilities shall be completed and approved for the Development before issuance of any certificate of occupancy and in any event within nine (9) months after issuance of the first building permit in such phase.

Developer shall, upon completion of installation and testing of the public water and sanitary sewer improvements and final acceptance of same, convey and dedicate all interest in such facilities to the City by providing and executing documents and title work in accordance with all applicable City ordinances and requirements.

Developer shall not be required to pay any applicable availability fees, user connection fees or tap fees before connecting to the City's sanitary sewage or water supply systems.

XIII. TRAFFIC CIRCULATION/PUBLIC STREETS REQUIRED

One entrance shall be required on Ten Mile Road, in accordance with the approved Final Site Plan. The street shall be designed as local residential street with 60-foot right-of-way. The street shall be public and shall be dedicated to the City in accordance with the ordinances and standards of the City, subject to approval by the City Council, and following review and recommendation by the City Engineer and City Attorney. Such dedication shall include the fee simple title to the right-of-way and also the dedication of (and bill of sale for) any and all required public utilities (water mains, storms sewer, sanitary sewer) located therein.

All road improvements shall be in accordance with the design and construction standards of the City as determined by the City at the time of final Site Plan approval. At the time of this Agreement, it is the Developer's intent to install concrete streets. The following additional requirements shall apply with regard to street acceptance:

- a. No certificate of occupancy, temporary or final, shall be issued until all site improvements required by an approved site or plot plan are constructed, installed, or placed on the property and final approval of same has been obtained from the City, together with any required performance guarantees is in place.

- b. The dedication and acceptance of the streets shall occur upon occupancy of 80% of the homes, but no later than three (3) years after installation. The Developer shall submit an affidavit towards acceptance of streets to the city engineer before a final site inspection will be conducted. The following signed acceptance documents must be submitted to the city engineer in connection with the dedication/acceptance:
1. Bill of sale for each street conveying the improvements to the City.
 2. Contractor's sworn statement listing those parties and stating that all labor and material expenses incurred in connection with the subject construction improvements have been paid.
 3. A maintenance bond equal to twenty-five (25) percent of the cost of the construction of the streets to be accepted, in a form acceptable to the city attorney's office. The maintenance bond must be in effect for a period of two (2) years from the date of formal acceptance by city council.
 4. A stamped and verified centerline description and final as-built drawing necessary for the City to submit and dedicate as public pursuant to Act 51.
- d. If at the time of acceptance of the streets by the City all homes within the development have not received a temporary certificate of occupancy, the City shall require a site restoration guarantee to be posted, in the amount of \$2,500 in cash for every home then under construction and for any home for which a building permit is issued thereafter, in order to guarantee the physical integrity of the roads to be accepted in light of continuing construction activity. In the event there is damage or other prohibited condition to the street, or other public improvement, directly adjacent to the property for which the site restoration guarantee has been posted, there shall be a rebuttable presumption that the damage or condition has been caused by or in connection with the activity occurring under the building permit, and the City may use the guarantee to repair such condition if Developer fails to do so after written notice and opportunity to cure. If the amount of the guarantee is insufficient to repair or remedy the damage or condition, the City may require the posting of an additional guarantee. Developer shall at all times remain responsible for repair of any damage or condition actually caused by the construction activity. After the City has issued a Certificate of Occupancy for a home, the City shall return the \$2,500.00 cash bond related to that home, or the unused portion of that cash bond unless the entire amount of the cash bond has been used to make repairs as provided in this subparagraph
- e. Upon issuance by the City of any permit authorizing the construction of the roads, public trust title to such roads shall be deemed to pass to the City, unless otherwise specifically indicated in the permit, and the dedication of such right-of-way by the applicant may not thereafter be withdrawn except with the consent of the City. However, no public road improvements within such underlying right-of-way (i.e., physical improvements such as utilities, curb and

gutter, asphalt, or concrete) shall be deemed to have been accepted by the City and the City shall have no obligation or liability in respect of maintenance or repair of the street, until the street has been constructed, approved, and accepted by City Council, and the utilities have been accepted by the City. The City shall not be obligated to keep any street cleared, plowed, or otherwise maintained before the street has been completed, approved, and accepted by City Council.

XIV. MECHANISM FOR PRESERVATION, REGULATION, MAINTENANCE AND FINANCE OF COMMON ELEMENTS, AREAS, AND IMPROVEMENTS

As part of final site plan review and approval, Developer shall submit to the City proposed covenants, restrictions and master deed and by-laws to be recorded for Liberty Hills (together referred to as "Covenants and Master Deed"). Before submitting the Master Deed to the City for approval, Developer shall create the Association referred to herein.

The Covenants and Master Deed shall be subject to review and approval by the City Attorney as part of final site plan approval.

As part of such Covenants and Master Deed, there shall be provisions obligating Developer until the Association becomes responsible for the maintenance of the common elements under the Master Deed, and then all future successor owners of lots or units within the Development and the Association to maintain, repair and preserve common areas, walkways, landscaping, signage, and any other common elements and improvements in and for Liberty Hills. Such maintenance, repair, and preservation shall be to a high standard of care.

The Covenants and Master Deed shall additionally provide that, in the event Developer or successor owners of the Property and/or the Association shall at any time fail to carry out one or more responsibilities or obligations relative to maintenance, repair, and/or preservation, the City shall have the right to serve written notice upon Developer or successor owners (through the Association), setting forth the deficiencies in maintenance, repair and/or preservation. The notice may also set forth a demand that such deficiencies be cured within a stated reasonable period of time, and further state a date, time and place of hearing before the City Council or other board, body or official delegated by the City Council, for the purpose of allowing Developer or successor owners to be heard as to why the City should not proceed with the maintenance, repairs and/or preservation which had not been undertaken. At the hearing, the City may take action to extend the time for curing the deficiencies, and the date of the hearing may itself be extended and/or continued to a date certain. If, following the hearing, the City shall determine that the maintenance, repairs and/or preservation have not been completed within the time specified in the notice, as such time may have been extended by the City, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents and/or contractors to enter upon the Property, and perform such maintenance, repairs and/or preservation as found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs and/or preservation, including the cost of all notices and hearing, including reasonable attorneys' fees, plus a reasonable administrative fee, shall be paid by Developer until the Association becomes responsible for the maintenance of the common elements under the Master Deed, and then the successor owners and the Association, and such amounts shall constitute a lien on all taxable portions of the Property. The City may require the

payment of such monies prior to the commencement of any work.

If such costs and expenses have not been paid within thirty (30) days of a billing to Developer until the Association becomes responsible for the maintenance of the common elements under the Master Deed, or successor owners, through the Association, all unpaid amounts may be placed on the delinquent tax roll of the City as regards the taxable portions or the Property (allocated among the several units or lots), and shall accrue interest and penalties, and shall be collected in the manner made and provided for the collection of delinquent real property taxes in the City. In the discretion of the City, such costs and expenses may also be collected by suit initiated against Developer until the Association becomes responsible for the maintenance of the common elements under the Master Deed, and then successor owners and the Association, and in such event, Developer until the Association becomes responsible for the maintenance of the common elements under the Master Deed, the successor owners and the Association, as the case may be, shall pay all Court costs and reasonable attorneys' fees incurred by the City in connection with such suit if the City obtains relief in such action.

Any failure or delay by the City to enforce any provision of the Covenants and Master Deed shall in no event be deemed or construed, or otherwise relied upon, as a waiver or estoppel of the right to eventually pursue and insist upon strict enforcement.

In all instances in which the City is authorized to pursue maintenance, repairs and/or preservation, as provided above, the City and its agents and contractors, shall be permitted, and are hereby granted authority, to enter upon all portions of the Property reasonably necessary or appropriate for the purpose of inspecting and/or completing the respective work.

XV. SIGNAGE

Signage shall be provided as set forth in the approved Final Site Plan.

XVI. BUILDING ELEVATIONS/ARCHITECTURAL REQUIREMENTS

Because the Project is located on a main thoroughfare (Ten Mile Road) and in an existing residential area, the City has an interest in ensuring that the architecture of the buildings is of high quality and, at a minimum, is of a residential appearance and character that is compatible and harmonious with the homes in the surrounding areas. The building shall be of good and workmanlike construction, and constructed of quality materials, and shall be consistent in the City's sole discretion with the architectural features, design, materials, and elevations/appearance as set forth in the Developer's proposal.

XVII. PHASING

The project shall be developed in a single phase.

XVIII. GENERAL PROVISIONS

A. The Zoning Board of Appeals shall have no jurisdiction over the Property or the application of this Agreement.

B. Except as may be specifically modified by this Agreement, the City Code and all applicable regulations of the City shall apply to the Property. Any substantial violation of the City Code by Developer and/or any successor owners or occupants with respect to the Property shall be deemed a breach of this Agreement, as well as a violation of the City Code.

C. A breach of this Agreement shall constitute a nuisance per se which shall be abated. Developer and the City therefore agree that, in the event of a breach of this Agreement by Developer, the City, in addition to any other relief to which it may be entitled at law or in equity, shall be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance per se. In the event of a breach of this Agreement, the City may notify Developer of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30) days, Developer shall not be in the breach hereunder if Proprietor commences the cure within the thirty (30) day period and diligently pursues the cure to completion. Failure to comply with such notice shall, in addition to any other relief to which the City may be entitled in equity or at law, render Developer liable to the City in any suit for enforcement for actual costs incurred by the City including, but not limited to, attorneys' fees, expert witness fees and the like.

D. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. In the event Developer desires to propose an amendment, an application shall be made to the City's Department of Community Development, which shall process the application in accordance with the procedures set forth in the Zoning Ordinance.

E. Both parties understand and agree that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction, and as a final enforceable judgment, to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provisions held to be invalid.

F. The Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

G. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, all remedies afforded in this Agreement are in addition to every other remedy provided by law.

H. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such parties.

I. This Agreement shall run with the land described herein as the Property and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds by the City. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, and assigns shall take their interest subject to the terms of this Agreement, and all references to "Developer " in this Agreement shall also include all heirs, successors, and assigns of Developer. The parties also acknowledge that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

J. Developer has negotiated with the City the terms of the PUD Concept Plan and approved Final Site Plan and this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Developer and the City. Developer fully accepts and agrees to the final terms, conditions, requirements and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Concept Plan, approved Final Site Plan and Agreement results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the PUD Concept Plan or approved Final Site Plan and Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. Developer and the City agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Developer has offered and agreed to proceed with the undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for the Developer, all of which undertakings and obligations Developer and the City agree are necessary in order to ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objective of the City and Developer, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended.

Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and Developer shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon use of all or any portion of the Property, or to claim that enforcement of this Agreement causes an inverse condemnation or taking of all or any portion of such property. It is further agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Property under the approved PUD Concept Plan, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

K. At the time of the execution of this Agreement, Developer has obtained Final Site Plan approval. Developer acknowledges that the Engineering Consultant may impose additional conditions other than those contained in this Agreement during its final approvals as authorized by law; provided, however, that such conditions shall not be inconsistent with the approved Final Site Plan or documents and shall not change or eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement, and shall be enforceable against Developer.

L. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the City.

M. The recitals contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

N. This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to site plan approvals as stated above.

O. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

P. Where there is a question with regard to applicable regulations for a particular aspect of the development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Concept Plan or the approved Final Site Plan and this Agreement which apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of the PUD Documents and does not change or eliminate any development right authorized by the PUD documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Concept Plan and/or this Agreement, or between such documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

Q. Both parties acknowledge and agree that they have had the opportunity to have the PUD Concept Plan and approved Final Site Plan, and this Agreement, reviewed by legal counsel.

R. Notwithstanding the foregoing, Developer retains the right at any time prior to commencement of construction of the improvements contemplated by the PUD Concept Plan and approved Final Site Plan and this Agreement to terminate the PUD subject to and in accordance with the requirements of the Zoning Ordinance applicable to such a termination.

[SIGNATURES CONTAINED ON NEXT PAGE]

CITY OF FARMINGTON

Sara Bowman

By: Sara Bowman

Its: Mayor

Mary J. Mullison

By: Mary Mullison

Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this 23rd day of December, 2019, by Sara Bowman, Mayor, and Mary Mullison, Clerk, on behalf of the City of Farmington, a Municipal Corporation.

SUSAN M. ALVEY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My commission Expires on April 26, 2025

Susan M. Alvey
Notary Public
Oakland County, MI
Acting in Oakland County
My Commission Expires: 4/26/2025

10 MILE DEVELOPMENT GROUP, LLC,
a Michigan limited liability company

Francis Boji
By:
Its:

The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this 20 day of December, 2019, by Francis Boji, the Member of 10 Mile Development Group, LLC, a Michigan limited liability company, on behalf of the company.

BETH KELLY
NOTARY PUBLIC - MICHIGAN
WAYNE COUNTY
ACTING IN THE COUNTY OF oakland
MY COMMISSION EXPIRES JULY 2, 2021

Beth Kelly
Notary Public
oakland County, MI
Acting in Oakland County
My Commission Expires: 7-2-21

Drafted by:
Thomas R. Schultz
Rosati, Schultz, Joppich & Amtsbuechler, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550

When recorded return to:
Mary Mullison, City Clerk
City of Farmington
23600 Liberty Street
Farmington, MI 48375

Seal:



Title:
 Landscape Plan

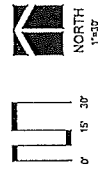
Project:
 Liberty Hill
 Farmington, Michigan

Prepared for:
 Bob Development
 10000 Liberty Hill, Suite 145
 Farmington Hills, Michigan 48334
 248.702.8919

Revision:
 Submitted: December 5, 2017
 Revised: February 14, 2018
 Reissued: June 11, 2018

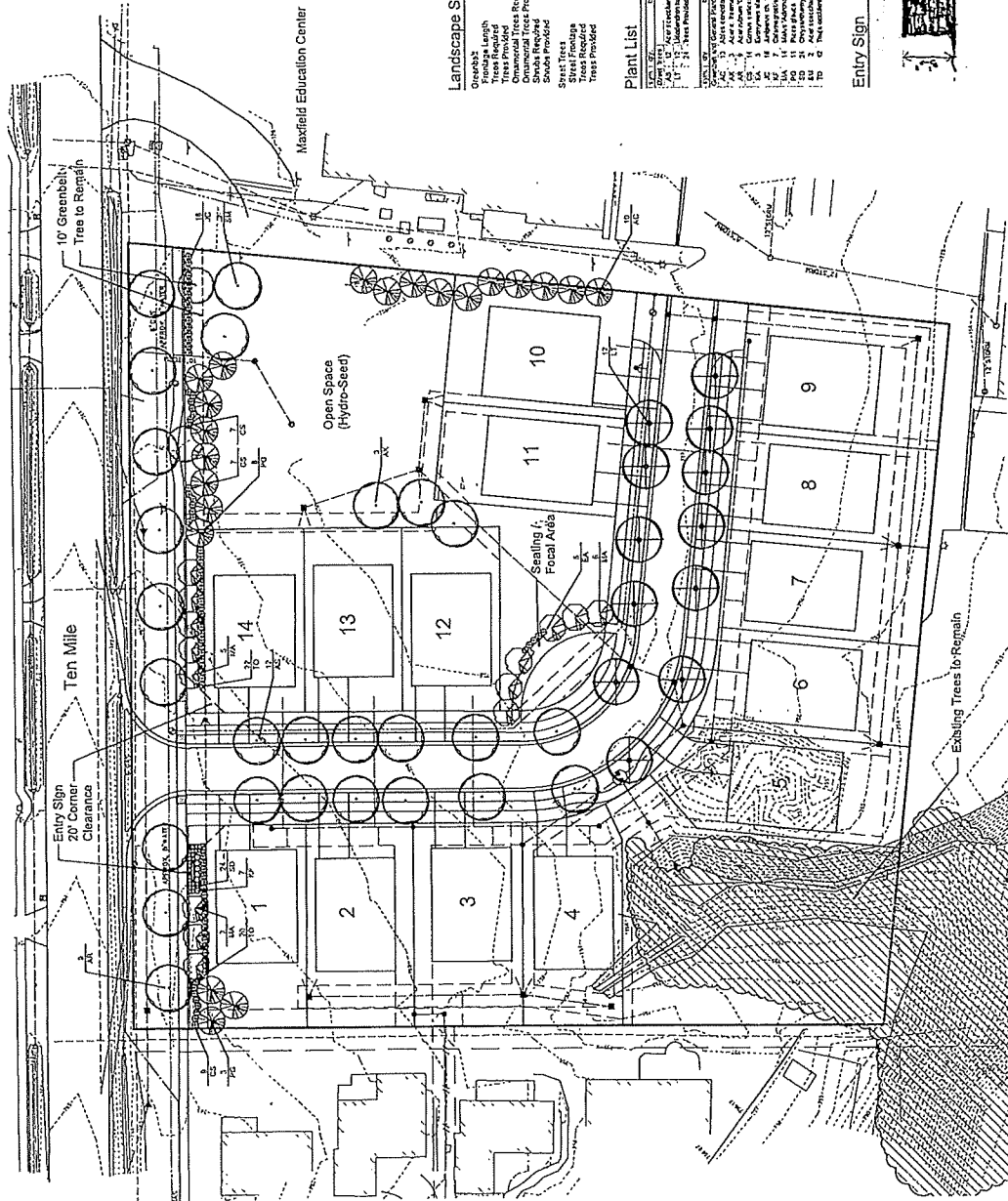
Job Number:
 17-049

Drawn By: [Signature]
 Checked By: [Signature]



Sheet No. _____

L-1



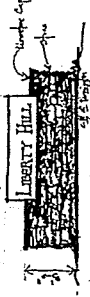
Landscape Summary

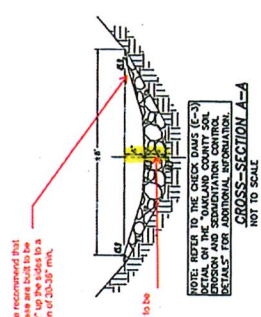
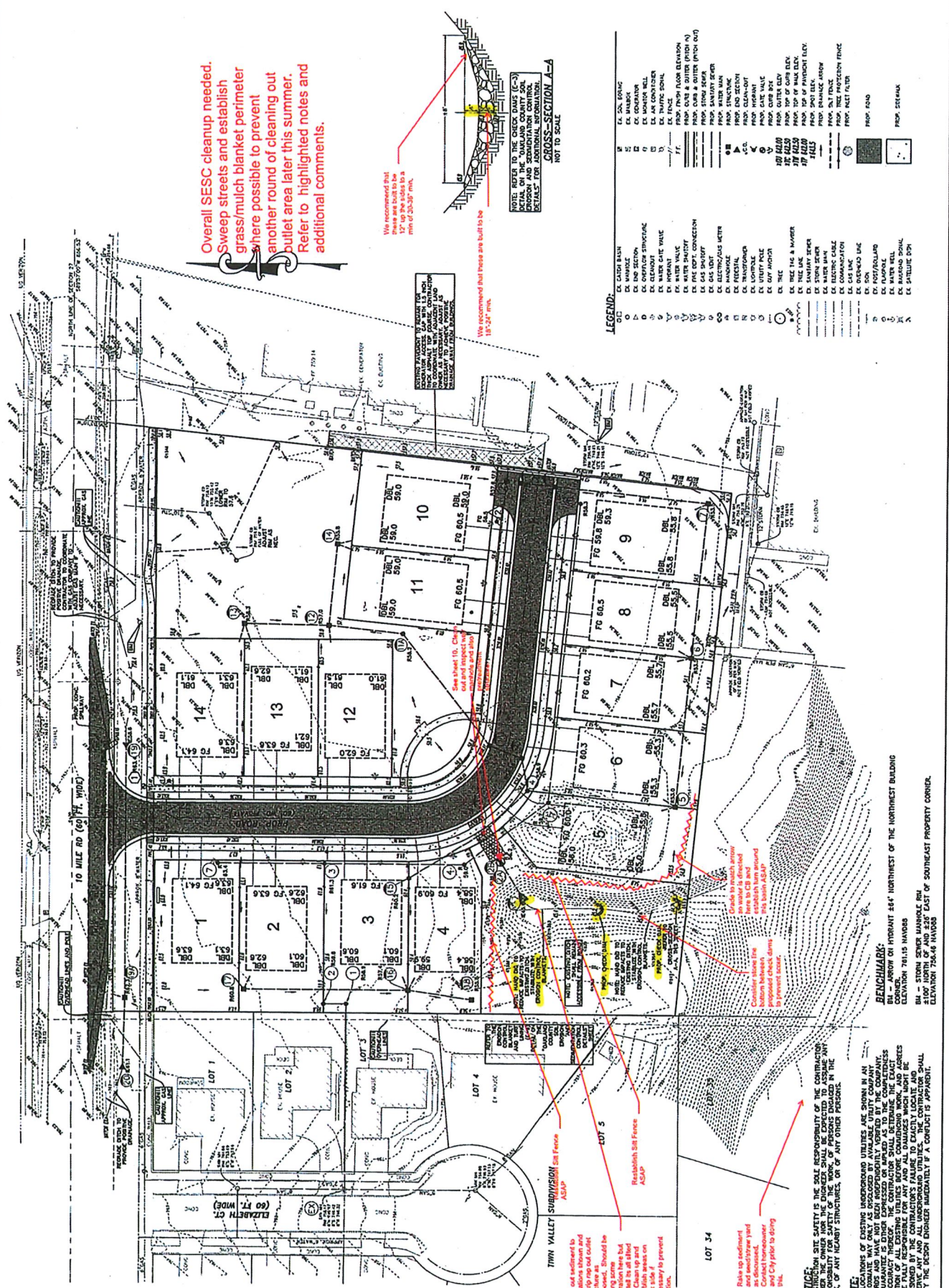
Grass	422 LL
Plantings	14 Trees (422 / 20)
Trees Provided	0 Trees
Trees to Remain	0 Trees
Shrub Provided	84 Shrubs (422 / 20) x 6
Shrubs to Remain	0 Shrubs
Street Plantings	922 LL
Trees Required	24 Trees (922 / 4)
Trees Provided	24 Trees

Plant List

PLANT	QUANTITY	LOCATION	COMMENTS
1. 14' Tree (422 / 20)	14	Open Spaces (Hydro-Seed)	Planting
2. 84 Shrubs (422 / 20) x 6	84	Open Spaces (Hydro-Seed)	Planting
3. 922 LL	922	Street Plantings	Planting
4. 24 Trees (922 / 4)	24	Street Plantings	Planting

Entry Sign





LEGEND:

○	EXISTING
○	NEW
○	CONCRETE
○	ASPHALT
○	GRAVEL
○	CLAY
○	SAND
○	ROCK
○	ICE
○	SNOW
○	WATER
○	SEWER
○	STORM
○	POWER
○	TELEPHONE
○	CABLE
○	OTHER

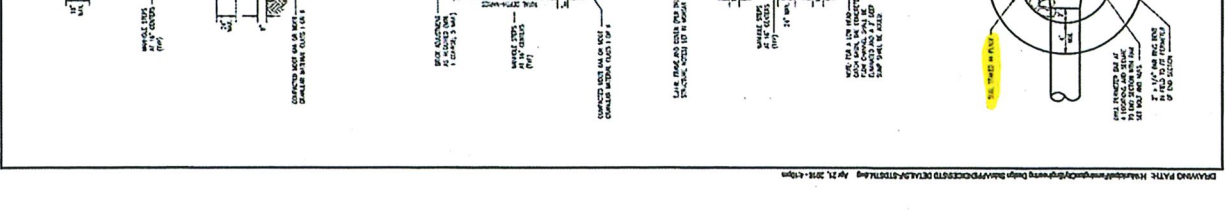
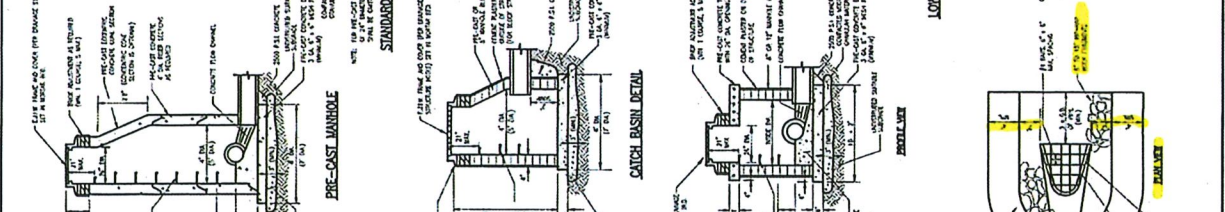
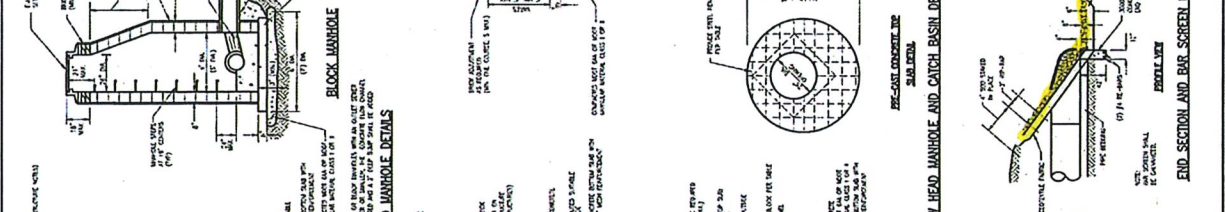
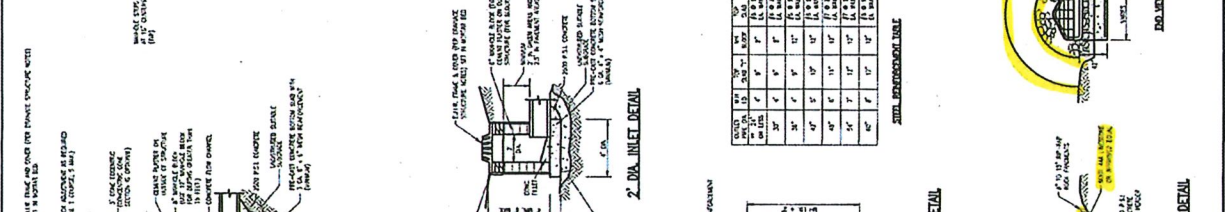
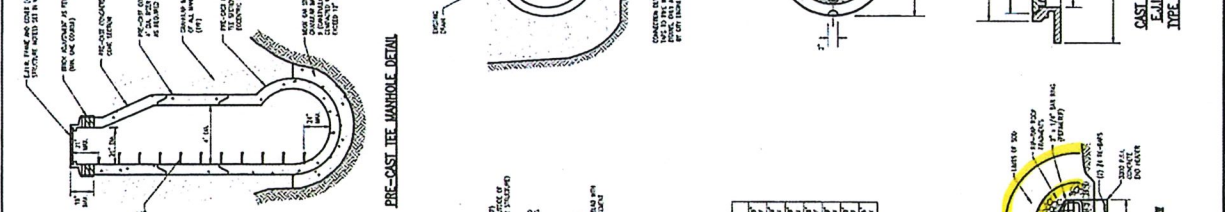
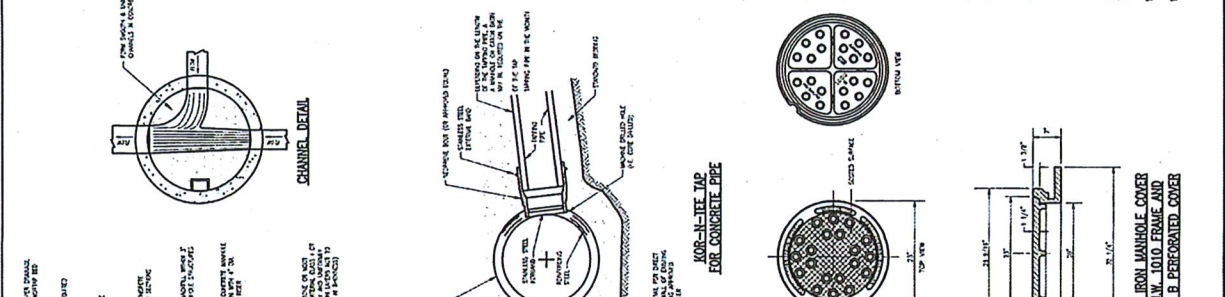
NOTICE:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

NOTE:
 THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN UNBROKEN LINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

BENCHMARK:
 BM - ARROW ON IMPROVANT 444' NORTHWEST OF THE NORTHWEST CORNER. ELEVATION 7515.18 HAWKES
 BM - ARROW ON IMPROVANT 444' EAST OF THE SOUTHWEST CORNER. ELEVATION 7506.46 HAWKES

GENERAL NOTES FOR STORM SEWER CONSTRUCTION

- All materials and workmanship shall be in accordance with the standards and specifications of the City of Farmington.
 - Type and class of pipe shall be as specified on plans.
 - Building shall be used as noted for on the details.
 - All materials 1/2" and larger shall be provided with a galvanized or galvalume coating.
- Construction shall be in accordance with the following conditions:
 - Openings shall be made in concrete walls which would have been 12" of unreinforced precast concrete if the unreinforced concrete were used. The pipe shall be 1/2" of unreinforced precast concrete. The concrete shall be placed in a form and shall be finished with a smooth finish.
 - Structures for manholes shall be 12" thick unreinforced concrete. The walls shall be finished with a smooth finish. The concrete shall be placed in a form and shall be finished with a smooth finish. The concrete shall be placed in a form and shall be finished with a smooth finish.
 - Openings for the walls shall be finished with a smooth finish. The concrete shall be placed in a form and shall be finished with a smooth finish. The concrete shall be placed in a form and shall be finished with a smooth finish.
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 - When vertical openings in concrete block structures shall be finished with masonry open completion of building operations.
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 - Concrete pipe requirements:
 - All precast pipe shall be reinforced concrete pipe as specified on the plans.
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 - When vertical openings in concrete block structures shall be finished with masonry open completion of building operations.
- NOTE: Pipe requirements:
 - Large diameter pipe shall be used for underground storm water detention systems if approved by the City, depending on site conditions.
 - All pipe shall be reinforced concrete pipe as specified on the plans.
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Farmington City Council Staff Report	Council Meeting Date: October 2, 2023	Reference Number 10
Submitted by: Director Bob Houhanisin		
<u>Description</u> First Reading: Limit the direction of vehicular traffic on Grace St between Grand River and Shiawassee.		
<u>Requested Action</u> Amend Traffic Control Orders, Chapter 7, Section 7.6 to limit traffic to one way northbound and so designated with proper signs on Grace St. between Grand River Ave and Shiawassee St.		
<u>Background</u> The Public Safety Department was contacted by a resident who lives on Grace St. between Grand River and Shiawassee reference limiting traffic on Grace St to one-way traffic. Grace St is narrow and does not safely allow for two-way traffic. The Transportation Improvement Authority Association (TIA) was contacted, and they conducted an investigation as to whether traffic flow on Grace should be limited to one-way, and if so, which direction should be limited. TIA provided the attached report and determined that two-way traffic on Grace was not appropriate and recommended limiting vehicular traffic to only northbound. TIA also provided recommendations for required signage to allow to enforcement of the one-way traffic. Parking on Grace St should also be limited.		
<u>Attachments</u> TIA report		



TRANSPORTATION IMPROVEMENT ASSOCIATION

100 E. Big Beaver Rd., Suite 910, Troy, Michigan 48083
Office (248) 334-4971 • Fax (248) 475-3434
www.tiasafety.us

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Wayne County

ANTHONY M. WICKERSHAM

Sheriff
Macomb County

June 27, 2023

Bob Houhanisin
Director of Public Safety
City of Farmington
23600 Liberty Street
Farmington, MI, 48335

RE: Grace St, Grand River Ave to Shiawassee St, One-Way Street Traffic Study

Dear Director Houhanisin:

At your request the Traffic Improvement Association (TIA) conducted a study of Grace Street from Grand River Avenue to Shiawassee Street to determine if the road should be made one-way, and if so, what direction. This study is being conducted in response to a request the city received from a resident.

For this evaluation, TIA conducted a site visit to observe existing conditions and reviewed crash history.

EXISTING CONDITIONS

A site visit was conducted on Tuesday, June 20, 2023. Grace Street is a 2-way road varying in width from 11 to 12-foot-wide, which runs north-south between Grand River Avenue and Shiawassee Street. In some areas the road is even narrower due to vegetation that is currently growing over the road surface. Grace Street has no posted speed limit, however, speeds are very low due to the narrow width and the road side environment. Grace Street has a bituminous surface with no curb or roadside shoulder. There are no pavement markings and no adjacent sidewalks. Grace Street intersects with Adams Street, where Adams Street is the through road and Grace Street is controlled with Yield signs. The section of Grace Street between Grand River Avenue and Adams Street is bordered by adjacent commercial properties which have adjacent parking spaces or a parking lot with marked angle parking spaces that are convenient for motorist traveling north on Grace Street from Grand River Avenue. The section between Adams Street and Shiawassee Street is bordered by adjacent residential properties where parking is prohibited with posted signs. There's a posted Weight Limit of 2-1/2 Tons with a sign south of Shiawassee Street.

CRASH HISTORY

A review of the 3-year (2020-2022) crash history for Grace Street found no reported crashes.

CONCLUSION & RECOMMENDATION

The review of crash history found no reason for concern.

The narrow width of Grace Street makes the passing of vehicles in the opposite directions of travel impossible without one vehicle waiting at the intersection of Adams Street or moving into a parking space area. It is recommended that the city consider making Grace Street one-way in the northbound direction of travel. This provides for continued use of the established angle parking spaces and the angled parking established in the parking lot of the business on the west side of the road. This also provides for convenient access to these commercial properties from Grand River Avenue.

Making Grace Street a one-way northbound road will require removal and installation of various traffic control signs.

Required Sign Removals:

- Stop sign for southbound Grace Street at Grand River Avenue.
- Yield sign for southbound Grace Street at Adams Street.
- Weight Limit 2-1/2 Tons for southbound Grace Street south of Shiawassee Street.
- No Parking signs for southbound Grace Street traffic south of Shiawassee Street.

Required Sign Installations:

- One-Way signs at the intersection of Grace Street and Grand River Avenue.
- One-Way signs at the intersection of Grace Street and Adams Street.
- Do Not Enter, Wrong Way signs at the intersection of Grace Street and Adams Street.
- One-Way signs at the intersection of Grace Street and Shiawassee Street.
- Do Not Enter, Wrong Way signs at the intersection of Grace Street and Shiawassee Street.
- Weight Limit 2-1/2 Tons for northbound Grace Street north of Grand River Avenue.
- No Parking signs for northbound Grace Street north of Adams Street on the west side.

Please don't hesitate to contact me if you have any questions or comments.

Respectfully,



Chuck Keller, P.E.
Director of Engineering
Chief Traffic Engineer
Transportation Improvement Association

Farmington City Council Staff Report	Council Meeting Date: October 2nd, 2023	Item Number 11
Submitted by: Bob Houhanisin, Public Safety Director		
Agenda Topic: Request to Approve the Resolution Approving Agreement with the Oakland County Incident Management Team		
Proposed Motion: Approve Resolution Agreement with Oakland County Incident Management Team.		
Background: The Incident Management Team provides emergency support and event planning services to local and regional police and fire departments. These are support services such as logistics, planning, incident management, scene surveillance, and facilitate coordination between local, county, state and Federal partners. The Farmington Public Safety Department has been participating in this team; however, the team is now under the umbrella of Oakland County and has been renamed the Oakland County Incident Management Team (OCIMT). To continue membership with the OCMIT, they have provided the attached Memorandum of Understanding (MOU) which is also adopted same under a resolution. The MOU has been approved by city attorneys.		
Materials Attached: Resolution Memorandum of Understanding		

CITY OF FARMINGTON

OAKLAND COUNTY, MICHIGAN

RESOLUTION APPROVING AGREEMENT
WITH OAKLAND COUNTY
FOR PARTICIPATION IN INCIDENT MANAGEMENT TEAM

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the ____ day of _____, 2023, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

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

WHEREAS, the Oakland County Incident Management Team (“OCIMT”) is an all-hazards approach to managing incidents and supporting Unified Commands with personnel trained and qualified in the National Incident Management System and Incident Command System at the scene of an incident, emergency, disaster or catastrophe; and

WHEREAS, by participating in the OCIMT Agreement the City of Farmington Safety Director may request and receive support from OCIMT in the event additional resources are needed to respond to an emergency situation within the City; and

WHEREAS, the City is required to provide at least one Public Safety Officer to participate in OCIMT training, drills and possible deployment for a period of up to fourteen days; and

WHEREAS, reimbursement may be available through the County for a portion of the City’s cost in participating in OCIMT ,when OCIMT is deployed in a declared emergency/disaster situation; and

WHEREAS, the Director of Public Safety recommends that the City participate in OCIMT and approve the OCIMT Agreement with Oakland County, which will remain in effect unless cancelled by the City or the County upon thirty days written notice.

NOW, THEREFORE, the City Council finds as follows:

1. The Agreement with Oakland County for participation in the Incident Management Team will provide valuable support to the City Public Safety Department should the Public Safety Director request assistance from OCIMT during an incident, emergency, disaster or catastrophe.
2. It approves the terms and conditions of the OCIMT Agreement and authorizes the Director of Public Safety to sign the OCIMT Agreement with Oakland County on behalf of the City of Farmington.

OAKLAND COUNTY INCIDENT MANAGEMENT TEAM
Interlocal Agreement between Oakland County and [Insert Participating Agency]

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the [Insert Participating Agency] located at [Participating Agency Address] ("Participating Agency"). County and Participating Agency may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT

Pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, the County and the Participating Agency enter into this Agreement for the purpose of delineating the Parties' roles and responsibilities for their participation in the Oakland County Incident Management Team ("OCIMT") under the direction and supervision of the Oakland County Emergency Management Division ("Emergency Management Division").

The Parties understand that the OCIMT is an all-hazard approach to managing incidents or supporting Unified Commands with personnel trained and qualified in the National Incident Management System ("NIMS"), Incident Command System ("ICS"), and specific ICS positions. The OCIMT will provide support to an Incident Commander by performing ICS functions as required by the incident kind, type, and complexity. The goal is to work together to implement and achieve the NIMS Implementation Objectives of Command and Management at the scene of an incident/emergency, disaster, or catastrophe.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
 - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Participating Agency, or for which County or Participating Agency may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Participating Agency** means the [Insert Participating Agency] including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - f. **Participating Agency Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Participating Agency, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, 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 the above. "Participating Agency Employee" shall also include any person who was a Participating Agency Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **PARTICIPATING AGENCY'S RESPONSIBILITIES.** Subject to the terms and conditions of this Agreement and applicable changes in law, the Participating Agency shall provide at least one Participating Agency Employee for membership in the OCIMT ("Participating Member"). All costs associated with employment, including, but not limited to wages, salary, overtime, benefits, local, state and federal taxes associated with employment, and Worker's Compensation Coverage, shall be the sole responsibility of the Participating Agency. The Participating Agency further understands and agrees that all Participating Members shall:
- a. Complete an application for membership and any other paperwork to be determined by the Emergency Management Division. It is within the sole discretion of the Emergency Management Division whether any Participating Agency's Employee shall become and remain a Participating Member. Participating Agency and Participating Member understand that if accepted to serve as a member of the OCIMT, the Participating Member may be deployed for a period of up to fourteen (14) Days. The length of deployment will depend on the incident type, but the Participating Agency must anticipate the maximum duration.
 - b. Comply with all of the OCIMT's policies and procedures.
 - c. Attend and successfully complete the following training:
 - i. NIMS ICS-100, 200, 700, and 800 (pre-requisites for OCIMT membership).
 - ii. NIMS IS-300 and 400 (pre-requisites for OCIMT membership).
 - iii. Command and General Staff Functions for Local IMT.

- iv. Position specific training, which will include classroom instruction, exercises, field experience, and completion of Position Task Books.
 - v. Any other training to be determined by the OCIMT.
- d. Maintain annual continuing education requirements.
 - e. Maintain the ability to respond, when activated, for exercise or deployment within a time frame determined by the OCIMT.
 - f. Attend and participate in activation drills, whether deployed or not, for readiness assessment.
 - g. Not suffer any loss of pay, rank, leave time, or opportunity by the Participating Agency while participating in any training, deployment, drill, and/or exercise required by the OCIMT.
3. **PARTICIPATING AGENCY'S INSURANCE REQUIREMENTS.** The Participating Agency shall have adequate insurance coverage to protect it from any Claims arising under or related to this Agreement and its participation in the OCIMT.
4. **COUNTY'S RESPONSIBILITIES.**
- a. The County shall provide reimbursement to the Participating Agency in accordance with Section 6.
 - b. The County shall provide the Participating Agency with a copy of the OCIMT's policies and procedures.
5. **SCOPE OF AUTHORITY.** The OCIMT will provide support to an Agency having Jurisdiction (AHJ) during an incident/emergency, disaster, or catastrophe. However, the OCIMT will not take over the incident command and management from the AHJ, unless the OCIMT receives a Delegation of Authority from the AHJ.
6. **REIMBURSEMENT.**
- a. Reimbursement is not guaranteed and is contingent upon the County receiving reimbursement to pass through to the Participating Agency.
 - b. Any reimbursement shall be consistent with the Michigan Emergency Management Act (MCL 30.401 *et seq.*) and any existing mutual aid agreements, including the Michigan Emergency Mutual Aid Compact (Intrastate) and/or the Emergency Management Mutual Aid Compact (Interstate). If there is a Presidential Disaster Declaration for an incident/emergency, disaster, or catastrophe and the OCIMT is deployed, then the County may seek reimbursement in accordance with Federal Emergency Management Agency reimbursement policies.
 - c. If the Participating Agency has not executed a mutual aid agreement, then any reimbursement to the Participating Agency shall be made pursuant to the written procedures and policies established by the Director of the Emergency Management & Homeland Security Department, which may be amended from time to time in the sole discretion of the Director, upon written notice to the Participating Agency.
 - d. All reimbursement requests shall be supported by adequate documentation, as determined by the Emergency Management Division.

7. **OVERSIGHT.** The Oakland County Grant Allocation Committee (“GAC”) is comprised of representatives from local response agencies, organizations, and special operations teams that receive grant funding. GAC will provide recommendations and counsel regarding the direction and operation of the OCIMT.
8. **COMPLIANCE WITH LAWS.** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
9. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all of its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate, or governmental authorization to the requesting Party.
10. **DURATION OF INTERLOCAL AGREEMENT.**
 - a. The Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed in accordance with MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered into the official minutes of the governing body of each Party.
 - b. This Agreement shall remain in effect until cancelled or terminated by either Party pursuant to Section 13.
11. **ASSURANCES.**
 - a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for its own acts and the acts of its employees, agents, and subcontractors arising under or related to this Agreement.
 - b. **Responsibility for Attorney Fees and Costs.** In any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
 - c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
 - d. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

12. **DISCRIMINATION**. The Parties shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

13. **TERMINATION OR CANCELLATION OF AGREEMENT**.

- a. Either Party may terminate or cancel this Agreement for any reason upon 30 Days written notice before the effective date of termination or cancellation. The effective date for termination or cancellation shall be clearly stated in the notice.
- b. The County may immediately terminate or cancel this Agreement or a Participating Member's membership in the OCIMT, if the Participating Agency or Participating Member failed to comply, within the County's discretion, with federal, state, or local law, or any requirements contained in this Agreement. The County shall incur no penalty, expense, or liability if it terminates or cancels this Agreement in accordance with this Section.

14. **AGREEMENT MODIFICATION OR AMENDMENT**. Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, rescission, waiver, or release shall be signed by the same persons who signed the Agreement or other persons authorized by the Party's governing body.

15. **DELEGATION OR ASSIGNMENT**. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

16. **RESERVATION OF RIGHTS**. 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 governmental immunity for either Party.

17. **NO THIRD-PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

18. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

19. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed

from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three Days after mailing first class or certified U.S. mail.
 - a. If Notice is sent to County, it shall be addressed and sent to: Emergency Manager 1200 N. Telegraph Bld 47W Pontiac MI 48341
 - b. If Notice is sent to Participating Agency, it shall be addressed and sent to: [insert Participating Agency Address].
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties, and supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

IN WITNESS WHEREOF, [insert name and title of Participating Agency official] hereby acknowledges that he/she has been authorized by a resolution of the [insert Participating Agency], a certified copy of which is attached, to execute this Agreement on behalf of Participating Agency and hereby accepts and binds Participating Agency to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
[insert name of official, title, and name of Participating Agency]

WITNESSED: _____ DATE: _____
[insert name, title]

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

Farmington City Council Staff Report	Special Council Meeting Date: October 2, 2023	Reference Number 12	
Submitted by: Dave Murphy, City Manager			
Description Consideration of Engineering Services Agreement (Thomas and School Streets and Watermain Project)			
Requested Action: Move to approve Agreement for Professional Civil Engineering Services for Thomas and School Streets and Watermain Project with Nowak & Fraus Engineers, with final review and approval of the form of the Agreement to be determined by the City Manager and City Attorney’s Office.			
<p>Background</p> <p>The Planned Unit Development (PUD) Agreement for the Maxfield Training Center (MTC) conditionally approved by the City Council back in July contemplates that the developer (Robertson Bros) will use its contractor to make improvements to Thomas Street and School Street, and the watermain within those streets, but that the City will pay the cost of such improvements. The PUD Agreement contemplates that in the coming months the City and Robertson will meet to put together an agreement covering the details and/or specifics for the <i>construction</i> of those improvements.</p> <p>However, before the roads and watermain can be constructed in connection with the MTC project, they first need to be fully designed. The attached Agreement is between the City and Nowak & Fraus Engineers (NFE), who are the engineers Robertson Bros is using for onsite improvements in connection with the MTC (Hillside Towns) development. This Agreement will govern the relationship between the City and NFE with respect to the <i>design</i> of the Thomas Street and School Street and related watermain improvements.</p> <p>The Agreement itself is a format prepared by the City Attorney’s Office. The Exhibit A attachment describing the “Scope of Services” has been prepared by NFE and reviewed by the City’s engineer, OHM. There will need to be some final adjustments to the language of the Agreement before signature, including the payment schedule described in Section 2.</p>			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

EXHIBIT A



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

SCOPE OF SERVICES

Proposal No.: 3A-P4053r - Proposal Revised

Date of Order: September 21, 2023

Revision Date: September 29, 2023

Project: **Thomas St. / School St. Road Reconstruction & Water main Project - 2023 Professional Services**
Farmington, Michigan

Bill To: **City of Farmington**
23600 Liberty Street
Farmington, Michigan 48335
Attn: Mr. David M. Murphy, City Manager

Phone: 248-699-5122

Fax: 248-473-7261

Email: dmurphy@farmgov.com

We appreciate the opportunity to submit this proposal for 2023 Professional Land Surveying and Civil Engineering design services relative to the above referenced residential development per your September 20, 2023 meeting with Brad Brickel of our office. The City of Farmington has requested that NFE prepare plan and profile roadway reconstruction and watermain replacement construction documents for Thomas Street / School Road including Construction Staking and the As-Built Survey at completion of construction. The preliminary estimated construction cost for these improvements are \$800,000.00 based upon NFE's rough estimate.

The City of Farmington and NFE will enter into a contract for this work based upon a separate consulting services contract document to be agreed upon between NFE and City of Farmington. In addition, our insurance policy will meet the requested limits of the City of Farmington. Please find detailed below a breakdown of anticipated scope of services and fees for this work.

Scope of Professional Services: We will provide additional Professional Land Surveying and Civil Engineering design services for the above referenced project in accordance with the following scope of work.

Basic Services:

Land Surveying Services - Thomas/School St Road Reconstruction & Water Main Project Services:

- **Additional Topographic Survey for Design:** NFE will provide additional topographic survey as required for design purposes for the proposed Thomas Street ROW from Warner Street to School Street and along the School Street ROW from Thomas Street to Grand River Avenue including intersections at each end for design purposes.
- **Construction Layout / Construction Staking Services / Office Support:** Provide construction layout/staking services for the Thomas Street and School Street Reconstruction and Water main Project Improvements based upon the municipality approved engineering drawings as designed by NFE. This work includes roadway / sidewalk / water main and any other utility infrastructure work with project limits per bid documents.
- **As-Built Survey - Roadway/WM Improvements:** Perform an as-built survey of the Thomas Street and School Street Roadway Reconstruction and water main improvements per City of Farmington As-Built requirements for new roadway, curb & gutter storm sewer, sanitary sewer, water main infrastructure improvements at completion of construction.

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931
FAX: 248.332.8257

Civil Engineering Services - Thomas/School St Road Reconstruction & Water Main Project Services:

- **Roadway & Watermain Design Services:** NFE will prepare engineering plan and profile construction documents for the Thomas Street and School Street Roadway Reconstruction and Watermain Project per City of Farmington requirements. This work will include Thomas Street from Warner Street to School Street and School Street from Thomas Street to Grand River Avenue. In addition, it includes ADA ramp coordination with OHM at the School Street and Grand River Avenue intersection. This work includes two reviews from municipal consultant and coordination with planned Grand River Avenue Improvements by OHM and permit submittal for the EGLE ACT 399 Water Main Permitting process through the Michigan Department of Environment, Great Lakes and Energy (EGLE) as required prior to construction.

Fees: Basic Services:

Land Surveying Services - Thomas/School St Road Reconstruction & Water Main Project Services:

Additional Topographic Survey for Design:	\$ Included in Design Cost listed below
Construction Layout / Staking Services / Office Support:	\$ Hourly per Fee schedule
As-Built Survey - Roadway/WM Improvements:	\$ 5,500.00

Civil Engineering Services - Thomas/School St Road Reconstruction & Water Main Project Services:

Roadway & Watermain Design Services based on \$ 800,000 Cost (Est. Fee \$68,000): 8.5% Accepted Bid Cost

Additional Services: Any other services requested by the Owner will be quoted separately or billed on an hourly basis according to the attached Nowak & Fraus Engineers 2023 and/or future 2024 NFE fee schedule(s).

Excluded Services: All required permit / application / review fees are specially excluded from this proposal. Any additional work as requested by the client / Owner including but not limited to additional on / off-site topographic surveys; Alta/NSPS survey updates; easement vacation(s); process assistance; re-zoning and/or special land use applications / submittals, off-site utility extensions; site lighting / site photometric design; geo-technical services including soil borings, Phase I or Phase II environmental services and/or material sampling, testing; Architectural / Structural / MEP design services; structural design services; hydraulic modeling / hydraulic studies; CLOMAR / Lomar applications; FEMA HEC Modeling and/or utility infrastructure capacity analysis / investigations / reports; / force main sanitary sewer design / calculations; weekly conference calls; retaining wall design; sound wall design; traffic analysis / report; additional earthwork calculations; and anticipated travel expenses. Full time inspection / site supervision / construction administration / site visits are not included in this proposal and will be invoiced on an hourly basis according to the attached 2023 and/or future 2024 fee schedule and/or a separate additional service proposal (ASR) will be provided to the client / owner for approval prior to the start of required additional services.

Owner / Client Authorization of NFE Proposal:

Provided this proposal meets with your approval, please sign, date, and return a copy of this Work Authorization to our office. Receipt of your signed Work Authorization will serve as our authorization to proceed. Nowak & Fraus Engineers reserves the right to adjust this proposal within 30 days of issue.



CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

ATTACHMENT "A"
 2023 FEE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$ 186.00
Senior Associate	\$ 166.00
Alta Survey Manager	\$ 150.00
Associate / Senior Project Manager / Cad Manager	\$ 150.00
Professional Surveyor	\$ 138.00
Land Surveyor/Field Coordinator / Project Manager	\$ 138.00
Woodland-Wetland Manager	\$ 138.00
Registered Landscape Architect	\$ 132.00
Project Engineer	\$ 130.00
Senior Project Coordinator	\$ 116.00
Land Survey Technician	\$ 112.00
Engineer III	\$ 122.00
Engineer II	\$ 114.00
Engineer I	\$ 92.00
Engineering Technician III	\$ 104.00
Engineering Technician II	\$ 102.00
Engineering Technician I	\$ 92.00
Senior Testing / Inspection Engineer	\$ 98.00
Testing / Inspection Engineer	\$ 94.00
Engineering Assistant	\$ 78.00
Survey Crew - 3 Person	\$ 220.00
Survey Crew - 2 Person	\$ 178.00
Survey Crew - 1 Person	\$ 140.00
Clerical	\$ 78.00

Authorized overtime will be billed at 1.2 times the above stated rates. Authorized overtime for Sundays and Holiday Work will be billed at 1.4 times the above stated rates. Expert Testimony will be billed at 1.4 times the stated rates. Survey crew size will be determined on a project-by-project basis by NFE management to provide production surveying services.

Reimbursable Expenses: NFE Expenses when incurred in direct connection with project, will be charged at following rates:

- Courier Services / Specialized Reproduction / Project Related Purchases Cost + 15%
- Standard Print – Colorized Prints - 24” x 36” (Engineering Format) \$ 25.00 Each
- Standard Print - Black Line Prints - 24” x 36” (Engineering Format) \$ 3.00 Each
- Oversized Print - Black Line Print - 30” x 42” (Architectural Format) \$ 5.00 Each
- Mylar / Reproducible Vellum Print - 24” x 36” (Engineering Format) \$ 25.00 Each
- Express (Hand) Deliveries - Local Area Only as Requested by Client \$ Hourly
- Electronic Data / Media / File Transfer as Requested by Client \$ Hourly
- Sub-Consultant Fee / Expenses (Applications, Review Fees, Permit Fees, Etc.) Fee / Cost + 15%
- Round Trip Vehicle Mileage from NFE Offices when identified on NFE Proposal \$ 0.58.5 / Mile
- Travel Expenses (Hotel, Meals, Etc.) when identified on NFE Proposal (Out of Town) \$ At Cost
- Engineering Consent Agreements for Lender (\$2,500) / Project Insurance (Quoted Rate)

Revised: January 1, 2023

NOWAK & FRAUS ENGINEERS

EXHIBIT B

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON

AGREEMENT FOR PROFESSIONAL CIVIL ENGINEERING SERVICES

THOMAS AND SCHOOL STREETS & WATERMAIN PROJECT

BETWEEN

CITY OF FARMINGTON

AND

NOWAK & FRAUS ENGINEERS

This Agreement shall be considered as made and entered into as of the date of the last signature hereon, and is between the City of Farmington, hereafter, "City," and Nowak & Fraus Engineers, hereafter, "Consultant."

RECITALS:

The City desires to engage the professional services of the Consultant to perform the services set forth in the NFE Scope of Services attached as Exhibit A hereto.

The Consultant desires to provide such services under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing, the City and Consultant agree as follows:

Section 1. Work.

- a. For and in consideration of payment by the City as provided under the "Payment for Engineering Services" section of this Agreement, Consultant shall perform the work described in the manner provided or required by the following Contract Documents, which are attached to and made a part of this Agreement as Exhibits A and B, all of said work to be done in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar

circumstances, and in compliance with all terms and conditions of this Agreement.

Exhibit A NFE Scope of Services.

Exhibit B Attachment A, 2023 Fee Schedule.

- b. The term of this Agreement shall be from the date of City Council approval until the Project is complete.
- c. This Agreement is based on the ordinances, policies, procedures, or requirements in effect on the date of the Agreement. Any additional office or field services required as a direct and apparent result of the change of such ordinances, policies, procedures, or requirements shall be negotiated to the mutual consent of the City and Consultant.
- d. The Parties agree that the plans, drawings, or other contracted services are primarily for the use of City. All documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies, reports, computer files, field data, notes, etc., in connection with the performance of its duties under this agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Consultant with respect to the preparation of such document. Reuse of any such materials by City on any extension of any project or any other project without the written authorization of Consultant shall be at City's sole risk. Consultant shall have the right to retain copies of all such materials.
- e. The parties to this Contract intend that the relationship between them created by this Contract is that of the service provider and service purchaser. It is expressly agreed, understood and intended that no employee-employer relationship shall exist or be established and that Consultant is an independent contractor who has been retained to render services to the City to achieve specific results in exchange for specified recompense. As an independent contractor, Consultant expressly agrees that: (a) In the performance of this Contract, the relationship of Consultant to the City shall be that of an independent contractor and not that of an employee or agent of the City, and neither Consultant, nor any agent, employee or permitted subcontractor of Consultant, shall be or may be deemed to be the employee or agent of, or a servant to, the City; (b) Consultant will be solely responsible for payment of salaries, wages, and other compensation for its employees and agents; (c) Neither the Consultant nor any officer, agent, employee or subcontractor of the Consultant shall be eligible for coverage under or eligible to receive the benefits of the City's Workers' compensation, unemployment or health insurance, pension plans or other benefit plans; (d) Consultant is and shall perform under this Contract as an independent contractor, and no liability

or responsibility with respect to benefits of any kind, including without limitation, medical/health 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 shall arise or accrue to either party as a result of the performance of this Contract; and (e) Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the City.

Section 2. Payment for Consultant Services.

1. Basic Fee.

Payment for services rendered in accordance with this Agreement shall be in accordance with Exhibit A.

2. Payment Schedule for Basic Fee.

Consultant shall submit statements for Basic Services rendered on the following schedule:

Payment #1 – Topographic Survey and base drawings complete (20% payment of fee estimated to be early November).

Payment #2 – 50% drawings complete with alignment and plan view drawings and preliminary engineer's estimate for OHM review (30% payment of fee estimated early January).

Payment #3 - 90% Drawings with detail grades and updated estimate for OHM review (30% payment of fee estimated early Feb).

Final Payment #4 – Final Plans approved by OHM and bid recommendation, AutoCAD files and permits in hand (20% payment of fee adjusted for awarded bid, estimated in late March / early April).

All invoices shall be routed to OHM for review and backup shall be provided upon request.

The Statement shall reflect services actually completed for each task set forth in Exhibit A at the time of billing. The statements shall be accompanied by a written description of the status of project progress for that period. The City shall confirm the correctness of such statements, and may use the City's own Engineer for such purposes.

- a. City shall pay Consultant within thirty (30) calendar days of the time of receipt of invoice from Consultant on account. Subject to sub-paragraph 2(b) below, the City shall pay the undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, Consultant may suspend

further performance until payments are current. All expenses required to complete the scope of services described herein, including but not limited to costs related to mileage, vehicles, reproduction, computer use, etc., shall be included in the basic fee and shall not be paid separately.

- b. City agrees that the periodic billing from Consultant to City are presumed to be correct, conclusive with regard to the services provided, and binding on City unless City, within thirty (30) calendar days from the date of receipt of such billing, notifies Consultant in writing of alleged disagreements with regard to the billing. Errors or discrepancies in a billing recognized after 30 calendar days but not more than 180 calendar days after receipt of invoice from Consultant shall be resolved to the mutual satisfaction of both parties. After 180 calendar days after receipt of invoice from Consultant, the professional services provided by Consultant shall be viewed as acceptable and closed. Final billing under this agreement shall be submitted in a timely manner but not later than three (3) months after completion of the services. Billings for work submitted later than three (3) months after completion of services will not be paid. Final payment will be made upon completion of audit by the City

3. Payment Schedule for Expenses.

As compensation for expenses, when incurred in direct connection with the project, and approved by the City, the City shall pay the Consultant its actual cost.

Section 4. Ownership of Plans and Documents; Records.

1. Upon completion or termination of this agreement, all documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service shall become the property of the City.

2. The City shall make copies, for the use of the Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

3. The Consultant shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Consultant.

Section 5. Termination.

1. The City may, with notice, immediately terminate this Agreement, for any remaining services, in its sole discretion, if the Project Bids are not acceptable to the City for any reason. Either party may terminate this Agreement for any reason upon ninety (90) days' written notice to the other party. This Agreement may be terminated by either

party upon 7 days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

2. In the event of termination, as provided in this Article, the Consultant shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 2 of this Agreement. Such amount shall be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Consultant in performing the services included in this Agreement, whether completed or in progress.

Section 6. Disclosure.

The Consultant affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by Michigan law shall not be considered as a valuable gift for the purposes of this Agreement.

Section 7. Insurance Requirements.

1. The Consultant shall maintain at its expense during the term of this Agreement, the following insurance:

- a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **not less than that is required by applicable law** for each accident.
- b. **Commercial General Liability Insurance** – The Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$3,000,000** (Three Million Dollars) per occurrence combined single limit.
- c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$3,000,000** (Three Million Dollars) each person and **\$3,000,000** (Three Million Dollars) each occurrence and minimum property damage limits of **\$3,000,000** (Three Million Dollars) each occurrence.

d. The Consultant shall provide proof of **Professional Liability** coverage in the amount of not less than **\$3,000,000** (Three Million Dollars) per occurrence and/or aggregate.

2. The Consultant shall be responsible for payment of all deductibles contained in any insurance required hereunder.

3. If, during the term of this Agreement, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Consultant will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Consultant's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

4. All policies shall name the Consultant as the insured and shall be accompanied by an endorsement from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City. With the exception of Professional Liability, all insurance policies shall name the City of Farmington, its officers, agents, and employees as additional insured, pursuant to endorsement. Certificates of Insurance and required endorsements evidencing such coverage shall be submitted to Dave Murphy, City Manager, City of Farmington, 23600 Liberty Street, Farmington, MI 48335, prior to the commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Agreement, the Consultant shall require each sub-consultant to effect and maintain at least the same types and limits of insurance as fixed for the Consultant.

6. The provisions requiring the Consultant to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Consultant under this Agreement.

7. Coverage under the general and auto liability policies shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Farmington. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

8. The City has the authority to vary from the specified limits as deemed necessary.

Section 8. Indemnity and Hold Harmless.

1. The Consultant agrees to indemnify and hold harmless the City, its elected and appointed officials and employees, from and against any and all claims,

demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of the Consultant in performing or failing to perform the work.

2. The Consultant agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Agreement. Further, the Consultant agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Consultant's performance under this Agreement.

Section 9. Nondiscrimination.

The Consultant shall not discriminate against any employee, or applicant for employment because of race, color, sex, age or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Consultant further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 4563) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this Agreement.

Section 10. Applicable Law.

This Agreement is to be governed by the laws of the State of Michigan and the City of Farmington Charter and Ordinances.

Section 11. Entire Agreement.

This Agreement, and attached and incorporated Exhibit A, contains the entire agreement between the City and Consultant relating to services to be provided by Consultant to the City. Any prior agreements, promises, negotiations, and representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both City and Consultant.

Section 12. Jurisdiction and Venue of Contract.

This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Farmington, Oakland County, Michigan.

Section 13. Assignment.

Neither City nor Consultant shall assign this Agreement without the prior written consent of the other.

Section 14. Severability.

Waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on City and Consultant, unless the court's action or holding has the effect of frustrating the purpose of this Agreement.

Section 15. Notices.

Written notices under this Agreement shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Dave Murphy, City Manager, 23600 Liberty Street, Farmington, MI 48335, with a copy to Thomas Schultz at, Rosati, Schultz, Joppich & Amtsbuechler, P.C., 27555 Executive Drive, Suite 250, Farmington Hills, MI 48331-3550.

Consultant:

Section 16. Waivers.

No waiver of any term or condition of this Agreement shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

Section 17. Inspections, Notices, and Remedies Regarding Work.

During the performance of the work by Consultant, City shall have the right to inspect the work and its progress to assure that it complies with this Agreement. If such inspections reveal a defect in the work performed or other default in this Agreement, City shall provide Consultant with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Consultant shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Agreement by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Consultant, or, preserve the claims of defects or defaults without termination by written notice to Consultant.

Section 18. Delays.

No charges or claims for damages shall be made by the Consultant for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this agreement, except as hereinafter provided.

In case of a substantial delay on the part of the City in providing to the Consultant either the necessary information or approval to proceed with the work, resulting, through no fault of the Consultant, in delays of such extent as to require the Consultant to perform its work under changed conditions not contemplated by the parties, the City will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data.

When delays are caused by circumstances or conditions beyond the control of the Consultant as determined by the City, the Consultant shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete the services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein set forth.

WITNESSES

CONSULTANT

By:

Its:

STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

The foregoing Agreement for Professional Civil Engineering Services was acknowledged before me this ____ day of _____, 20____, by _____ on behalf Nowak & Fraus Engineers.

Notary Public

_____ County, Michigan

Acting in _____ County, Michigan

My Commission Expires:

