



Regular City Council Meeting
7:00 p.m., Monday, August 21, 2017
City Council Chambers
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **APPROVAL OF ITEMS ON CONSENT AGENDA**
 - A. **Accept Minutes from City's Boards and Commissions: Planning Commission, Downtown Development Authority, Emergency Preparedness Commission, Historical Commission, and Public Parking Committee**
 - B. **Farmington Monthly Payments Report**
 - C. **Farmington Public Safety Monthly Report**
 - D. **City Council Meeting Minutes:**
Special – July 17, 2017
Regular – July 17, 2017
5. **APPROVAL OF REGULAR AGENDA**
6. **PRESENTATION/PUBLIC HEARINGS**
 - A. **Update on Governor Warner Mansion 150th Anniversary Gala**
7. **UNFINISHED BUSINESS**
 - A. **Consideration to Adopt Ordinance C-783-2017 Amending Chapter 12, "Elections," of the City Code**
8. **NEW BUSINESS**
 - A. **Special Event Applications:**
 1. **Super Hero Back to School Bash**
 2. **Annual 911 Patriots Day Memorial Service**
 - B. **Consideration to Exercise Options to Complete the Purchase of Properties Located at 33425 Grand River and 33107 Thomas Street**
 - C. **Request to Approve Appropriation of Funds to Purchase Public Safety Ladder Truck**
 - D. **Consideration to Adopt Resolution to Amend Water and Sewer Rates, Effective July 1, 2017**
 - E. **Consideration to Approve Construction Estimate No.2 for the 2017 Farmington Road HMA (Asphalt Roads) Maintenance Project**
 - F. **Consideration to Approve Payment No. 3 to R. Graham Construction LLC for the Foundation Repairs at the Governor Warner Home**

G. Consideration to Authorize Purchase a Replacement Pick-Up for DPW

- 9. DEPARTMENT COMMENT**
- 10. CITY COUNCIL COMMENTS**
- 11. ADJOURNMENT**

FARMINGTON PLANNING COMMISSION PROCEEDINGS
City Council Chambers, 23600 Liberty Street
Farmington, Michigan
July 10, 2017

Chairperson Crutcher called the Meeting to order at 7:00 p.m. at City Council Chambers, 23600 Liberty Street, Farmington, Michigan, on Monday, July 10, 2017.

ROLL CALL

Present: Buyers, Chiara, Crutcher, Gronbach, Kmetzo, Waun

Absent: Majoros

A quorum of the Commission was present.

OTHER OFFICIALS PRESENT: Director Christiansen, Building Inspector Koncsol, Recording Secretary Murphy,

APPROVAL OF AGENDA

MOTION by Gronbach, seconded by Buyers, to approve the Agenda.
Motion carried, all ayes.

APPROVAL OF ITEMS ON CONSENT AGENDA

a. Minutes of Regular Meeting – June 12, 2017

Director Christiansen indicated that there had been a request from staff to table the approval of the June 12, 2017 meeting minutes until the August 14th meeting to allow time for several departments to meet and discuss the proper instrument that should be in place regarding a motion that was made during that meeting.

MOTION by Buyers, seconded by Chiara, to table the approval of items on the Consent Agenda as requested by staff to the August 14, 2017 Planning Commission Meeting.
Motion carried, all ayes.

REQUEST FOR SITE PLAN AMENDMENT – CLARK GAS STATION, 22145 FARMINGTON ROAD

Chairperson Crutcher introduced this agenda item and turned it over to staff.

Director Christiansen stated that included in the packets for tonight's meeting was a request for a site plan amendment for the former Clark Gas Station, located at 22145 Farmington Road. He indicated the current property owner is proposing several changes including improvements and upgrades to the existing building, existing canopy and existing site for the currently vacant service station.

He stated the proposed changes would include modifications to the existing service station building and exterior changes to the exterior building façade, existing canopy and pump islands, and the existing service station site. The exterior changes include façade improvements to the existing building and existing canopy, parking lot upgrades and improvements, new landscaping and new site signage that requires the review and approval of the Planning Commission. He stated that the existing commercial property is zoned C-3, General Commercial, and gas stations are a special land use for that zoning. The site plan amendment review and approval is required by the Planning Commission. No changes regarding dimensions of the building were proposed at this time and that this agenda item was tabled from the June 12th meeting to allow the Petitioner to be present.

He stated the Applicant has submitted a site plan for the proposed changes and improvements including a proposed interior building modification plan, proposed building and canopy elevation and a site plan showing proposed service station improvements including new landscaping. He indicated an aerial photograph of the site was included in the staff packet.

He indicated the Applicant and his development group is present at tonight's meeting.

Director Christiansen then presented aerial photographs on the screen showing the existing gas station site located at the intersection of Farmington and Nine Mile Road on the northwest corner. He stated the gas station existed and was operational on the site until about 2011 so it has been an existing facility and site and has remained the same since its closure in 2011. He indicated the owner of the property has been attempting to sell the property for some period of time and that meetings were held with the City and the property owner regarding the existing conditions and compliance with zoning ordinance requirements, code enforcement and the maintenance of the site. Several meetings were held with the Petitioner and staff and subsequent to those meetings the owner of the property indicated it was his intention to repurpose the site and reopen it as a service station again. He stated that since this is a C-3 commercial site, service stations are a special use but since this was already in place what it requires is a site plan review and approval and amendment to the existing site plan for what is being proposed now.

He stated all the site elements remain in place, the intention is to rejuvenate them, repurpose them, through this site plan and then through the construction plans if approved in the redevelopment of the property. He stated included in the staff packets were existing elevations and existing floor plans. He detailed the changes included in the proposed site plan.

Chairperson Crutcher called the Petitioner to the podium.

Haidar Badreddine, from Bazo Construction, and John Denton, Vice President of Knight Enterprises, Inc. came to the podium.

Badreddine stated the only addition is the cleaning up of the site to Code, so it can be opened. He presented the proposed Citgo image that will go on the building along with the canopy image. He stated that Christiansen had basically covered all of the other details.

The floor was opened for questions from the Commissioners.

Buyers inquired about the timeframe of the project if it should be passed and Denton responded that work would be started within 30 to 60 days.

Chiara inquired if the changes in the restroom would be ADA compliant and Christiansen responded that he had consulted with Building Inspector Koncsol and that it would be compliant with a facility of that size.

Chiara also inquired about the tanks and if they needed to be checked out and Denton responded that everything must be certified by the State of Michigan prior to opening.

Chiara also inquired about the number of tanks and Denton replied there are two tanks, one being premium.

Gronbach asked the Petitioner if the request was approved if they would definitely be opening a gas station at this location and explained his reasoning for the inquiry and Denton replied their intention would be to open as a gas station.

Gronbach then inquired if the actions requested were to correct deficiencies and Denton responded that they intend to have a tenant in as soon as it's completed.

Gronbach asked if it would be a Citgo and Denton answered in the affirmative.

Buyers inquired of staff, does the plan as proposed meet all city regulations by way of everything, inclusive of anything that any 47th District Court Judge has mandated or conditions attached, any enforcement issues that were addressed previously, does it comply.

Christiansen responded that the existing site and the existing conditions, the facilities and structures where they're located, the ingress/egress points, the landscaping, all the site aspects will remain unchanged. They are existing conditions and all are compliant.

He stated the landscape areas on the plan will remain and be enhanced. He stated that everything being proposed is code compliant. He stated that setback requirements and number of driveway codes have changed over time but those are existing conditions and will continue and everything shown complies as proposed.

Buyers asked staff if this would be a brand new development would the requirements change and Christiansen responded that if there was not a gas station existing here it would require a special land use and a public hearing would have to be held but that is not required because this is an existing facility.

Buyers then stated with the history of noncompliance and code enforcement issues, he is hoping that the Petitioner follows through and that a Citgo station will be opening in a couple months and then inquired what tools does the City have to ensure compliance.

Christiansen responded that the City has had issues with the property and citations were issued as well as court mandated directives to bring the property into compliance and stated if the Commissioners were not to support the repurposing of the site that the City would go back and work with the Petitioner to bring the cite in compliance.

Chiara asked if the owner of the property was present and Carroll Knight indicated he was.

Crutcher then asked Knight if the property is still for sale and he responded that everything he owns is for sale if the price is right with the exception of his wife and children.

Gronbach then inquired of Knight if he is going forward and opening a Citgo station at the location and he responded in the affirmative and detailed his history as being the first Citgo distributor in the State of Michigan.

Gronbach then asked staff if there was something that could be done to enhance the corner where the gas station is as the other two properties on the east side of the intersection which is a gateway to the City did so when they were making upgrades to their properties and that he would hate to see an opportunity missed with this site as well.

Christiansen responded by saying he had dialogue with the property owner and what he intends to do and what is permitted under zoning and codes and ordinances that ranged from demolishing the site to be sold or selling the site to a developer/investor to repurpose it. He stated those were the alternatives available and the Petitioner has decided to move forward with the existing site and facility via the proposed site plan which would meet code regulations. As far as any enhancements on the site that can be discussed but there are no plans in place for that.

Gronbach then asked if the proposed repurposing of the site as far as landscape meets Code.

Buyers then suggested to the Petitioner to perhaps have the entryway door moved to a left hand location to allow a more natural flow for ingress and egress and Badreddine said they could accommodate that change.

Buyers then inquired about the photographs that were provided to the Commissioners at the meeting and noted a difference at the bottom of the glass and asked what the finished product would be on the front of the building lower façade and Badreddine replied that it will not be all glass but will match the red above the building.

Crutcher stated he would like to see a better illustration of what is actually going to be done with the building with more clarity and Badreddine replied that the pictures provided are the same footprint as the building and further discussion was held as to the canopy, glass and landscaping elements of the proposed site plan.

Gronbach inquired of Building Inspector Koncsol about the boat that is sitting on a trailer behind the building and Koncsol stated that it is on the adjacent property and that it is on the ordinance department's radar.

Kmetzo addressed the issue of handicap accessibility on the site.

MOTION by Gronbach, supported by Chiara, to approve the Site Plan Amendment for the Clark Gas Station located at 22145 Farmington Road, with the provision that the landscaping be brought up to Code and that the Petitioner work with the City on specifically upgrading the landscaping on the southeast end of the property in consideration that this intersection is the southern gateway to the City of Farmington and that it would be consistent with the eastern properties.

Buyers then suggested a friendly amendment to the motion with the condition that the Petitioner work with staff on the orientation of the front door and location of the office as well.

Christiansen then suggested a friendly amendment also be added to include reference to the plans themselves so that the approval is for the proposed building renovation and the site renovations in the plan submitted by the Petitioner originally dated March 26, 2017 and revised June 5th, 2017 and also to add to the motion to grant approval in accordance with the items listed as improvements to the site in the construction quote provided to the Planning Commission from Bazo Construction dated March 30, 2017, including the

pictures submitted by the Petitioner for the elevation enhancement to the existing building and canopy as shown in pictures included with the quote #37051 dated March 30, 2017.

Gronbach accepted the friendly amendments made to the motion and supported by Chiara for the motion to read as follows:

MOTION by Gronbach, supported by Chiara, to approve the Site Plan Amendment for the Clark Gas Station located at 22145 Farmington Road, with the provision that the landscaping be brought up to Code and that the Petitioner work with the City on specifically upgrading the landscaping on the southeast end of the property in consideration that this intersection is the southern gateway to the City of Farmington and that it be consistent with the eastern properties, and with the condition that the Petitioner work with staff on the orientation of the front door and location of the office as well, and that the approval is for the proposed building renovation and the site renovations in the plan submitted by the Petitioner originally dated March 26, 2017 and revised June 5, 2017 and also to grant approval in accordance with the items listed as improvements to the site in the construction quote provided to the Planning Commission from Bazo Construction dated March 30, 2017, including the pictures submitted by the Petitioner for the elevation enhancement to the existing building and canopy as shown in pictures included with Quote #37051 dated March 30, 2017.

Motion carried, all ayes.

PUBLIC COMMENT

None heard.

PLANNING COMMISSION COMMENTS

Buyers announced that there is a new CPA team that will be coming in as a tenant for his building at 32716 Grand River and felt they will be a welcome addition to the business community.

Gronbach asked for an update on the Maxfield Training Center and Christiansen responded.

Christiansen also gave an update on the Flanders redevelopment and the Grand River Halstead Plaza.

He also stated that the former Moy's Café is undergoing redevelopment and a new restaurant is coming in.

He said that City Council is considering two new proposals for the Courthouse property on their meeting on the 17th.

He also stated that the City will be moving forward to put out an RFP to update the City's Master Plan and that the Planning Commission will have a major role in that project.

Buyers then inquired about the pathway running north of the Riverwalk Community and connection to its park and further discussion was held.

ADJOURNMENT

MOTION by Buyers, seconded by Gronbach, to adjourn the meeting.
Motion carried, all ayes.

The meeting was adjourned at 8:05 p.m.

Respectfully submitted,

Secretary



FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES

Wednesday, July 12, 2017
Conference Room, City Hall

Meeting was called to order at 6:06pm by Vice-President S. Murphy

ROLL CALL

PRESENT: S. Murphy, Clement, Galvin, Skrzycki, Craft, Buck, Gallagher (6:07),
Kate Knight, David Murphy, Executive Director

ABSENT: Pascaris, Griswold

OTHERS PRESENT:

Kevin Christianson, Greg Cowley, Sarah Robertson,

CONSENT AGENDA ITEMS

MOTION by Buck, SECOND by S. Murphy

RESOLVED, that the board accepts and files the Financial Report and Regular Minutes of
April 5, May 3, June 7, and June 10 special meeting in 2017

MOTION CARRIED, ALL AYES

APPROVAL OF REGULAR AGENDA

MOTION by Craft, second by S. Murphy

RESOLVED, that the board Approves Agenda as posted

MOTION CARRIED, ALL AYES

PUBLIC COMMENT

None

INTRODUCTION OF KATE KNIGHT

Welcome! Kate shared thoughts and observations regarding first week activities and plans for the next few weeks learning about Farmington. Thank you acknowledging Melissa Andrade who was- quick to answer questions, “smart, gracious, helpful, just a wealth of knowledge!”

David Murphy reported regarding Kate’s request to finalize Larry Kilner as the City Gardner for the DDA. Discussions regarding tasks completed for landscaping and maintenance within last years budget. Due to continued need for funds, a request was made for same.

MOTION by Buck, Second by Craft

RESOLVED, that the board shall draw funds up to \$3500 for repairs to irrigation on the north side of Grand River from Grove St. to School St.

MOTION CARRIED, ALL AYES

APPOINT PARKING ADVISORY COMMITTEE LIASON

Rachel Gallagher's term has expired.

MOTION by Galvin, Second by Buck

RESOLVED, that the Gallagher will remain the DDA Board Liaison to the Parking Committee

MOTION CARRIED, ALL AYES

A parking discussion was facilitated by Councilman Greg Cowley, with information, updates and opinions by board and attendees. Recommendation was made for a joint meeting between the DDA and Parking Committee to discuss Walker Parking Study.

COMMITTEE UPDATES

Buck reported regarding the Public Art Initiative. Currently a plan is being finalized for both murals on buildings and sculpture display.

S. Murphy reported regarding F2F. the Apple Dessert Challenge will be on September 18th.

OTHER BUSINESS

NONE

BOARD COMMENT

NONE

ADJOURNMENT

MOTIONED by S. Murphy, SECONDED by Buck

RESOLVED, that the meeting is adjourned 7:10 pm

MOTIONED CARRIED, ALL AYES

The meeting was adjourned.

The next regular meeting will be held on Wednesday, August 2nd, 2017 at 6:00 p.m., in the conference room at City Hall.

Respectfully Submitted,

(Agnes) Micki Skrzycki
Secretary, Farmington DDA

**MEETING MINUTES
FARMINGTON HILLS/FARMINGTON
EMERGENCY PREPAREDNESS COMMISSION
JULY 10 2017 – 5:15PM
FARMINGTON HILLS CITY HALL-VIEWPOINT ROOM
31655 W. ELEVEN MILE ROAD
FARMINGTON HILLS MI 48336**

CALLED TO ORDER BY Chair Ciaramitaro 5:15pm

MEMBERS PRESENT: Buszka, DeFranco, Faine, Ciaramitaro, Sloan, Szymusiak, Tutak, and York.

LIAISONS PRESENT: Neufeld, Warthman.

OTHERS PRESENT: Moyna

#	AGENDA ITEM	DISCUSSION SUMMARY/PERTINENT INFO	FORMAL MOTIONS:
2	EVACUATION-SHELTER RTES	Evacuation by exiting room, down stairs to lobby, exit SOUTH entrance of building. If further sheltering required, go to Fire Station #5 or Police Dept. lobby on City Hall campus. There is a designated Tornado shelter on first floor of city hall behind council room.	
3	APPROVAL OF AGENDA	07-10-17 <i>Vote on payment of Founders Festival registration fee (rescinded by Chamber) was no longer applicable. (#3 on agenda)</i>	MOTION BY: Faine SUPPORT BY: Szymusiak APPROVED AS AMMENDED MOTION CARRIED: ALL
4	APPROVAL OF MINUTES	06-05-17 <i>Typo correction (Mayor)</i>	MOTION BY: Faine SUPPORT BY: Tutak APPROVED AS AMMENDED MOTION CARRIED: ALL
5	AGENDA ITEM: EVENTS, ACT., MARKETING & PROGRAM Founders Festival July 21, 22, & 23 Parade July 22nd <i>Booth hours:</i> Fri/Sat 10am-10pm Sunday Noon to 5pm	Phillip Mintz tendered resignation as a Commissioner effective immediately on 6/15/17. FF Parade/Founders Festival in July. <ul style="list-style-type: none"> • Staffing for booth and parade coordinated. • Tutak will p/u CPR mannequins and table and chairs from FPS. • EPC will share booth with Farmington Safe and Stop the Bleed. • Booth in same location as last year. (next to Masonic and across street from Focal Point) • Suggestion for next year from Ciaramitaro: Beaumont gets booth space as part of sponsorship package so EPC could share with hospital and Ciaramitaro will coordinate. <p>Parade volunteers include Tutak, York, Sloan and DeFranco. York will advise everyone of time to meet. Brochures will be handed out.</p>	Booth Schedule: THUR 7/20: Set-up of booth York & Tutak FRI 7/21: Ciaramitaro: 12 noon-8PM York: 12 noon-8PM Sloan: 12 noon-4 PM SAT 7/22: Ciaramitaro: 11:30-8PM Tutak: Noon-4 PM Sloan: 12 noon-4 PM SUN 7/23: Moyna: Noon-5PM Sloan: 12 noon-4 PM Tutak: Tear down

#	AGENDA ITEM	DISCUSSION SUMMARY/PERTINENT INFO	FORMAL MOTIONS:
	AGENDA ITEM: MI&REG	<p>Basic CERT class schedule to begin August 23 every Wednesday for the following 7 weeks.</p> <p>Citizen Corp meeting was very active because of Midland flooding. All CERT teams in area called out. Next meeting Friday, July 21st. Neufeld added that clean-up going quite well as VOAD's and out-of-state agencies are also helping. (Red Cross)</p>	<p>Local CERT program for FH has received state recognition approval today. Major holdup in starting the training is failure to get background checks by local law enforcement. A state law prohibits a criminal hx from being run on the public in general. There is also a \$ charge. It was discussed that iChat could be an alternative to LEIN to get the information required. Neufeld will check with FH lawyer.</p> <p>iCHAT- Michigan State Police (MSP) has an Internet site that can obtain Michigan criminal record information (misdemeanors and felonies, convictions only). This is often used for volunteers.</p> <p>Liability insurance company also has concerns over coverage issues.</p>
7	AGENDA ITEM: LIAISONS REPORTS	<p>FHPD-No Representative</p> <p>FHFD – Neufeld</p> <ol style="list-style-type: none"> 1. 400 hand radios have been disbursed throughout the county and won't be available. 2. Rescue Task Force-trained at Maxfield Center. MI State Police will join the next 2 times (July 19 and August 02). STOP THE BLEED training at Fire station #3 @ 29260 Grand River Ave. will take place on Monday July 17th from 9 until 10:30 in conjunction with the City Safety Officers training. Neufeld will confirm and advise EPC members if interested in attending. 	<p>FPS-Warthman</p> <p>Workload heavy due to preparations for Founders Festival. Fireworks July22nd.</p> <p>Mobile Field Course Training started again to create a team of 100 officers to react in the event of civil unrest. FPS has a representative as does FHPD.</p>
8	AGENDA ITEM: PUBLIC	<p>Senior Fit Registration beginning Sept 20 2017. Free exercise program for people age 55 and over. Offered by St. Joseph Mercy Oakland at Faith Covenant Church Gym. Sign up now by calling 248-858-3952.</p>	<p>Check with Hopfe if Tutak can insert info into <i>Do-One-Thing</i> newsletter. Also suggested placing in "Next Door" app.</p>
9	AGENDA ITEM: Comm. Comments CPR/AED Classes	<p>Wecker:</p> <ul style="list-style-type: none"> • CPR & AED classes from 5:30-9:00 PM on July 13th is full. No classes in August and will resume in September. To be held at FS #4 on Drake. \$10 fee for residents/\$20 non-residents. Register at eKarlson@ fhgov.com 	<p>Buszka will be attending the FEMA's National Youth Preparedness Council Summit in July. He has completed his Legacy project and gave a presentation on how to prepare for a disaster financially. He spoke to seniors, caregivers, and families of stroke survivors. He distributed FEMA's Emergency Financial First Aid Kit.</p>

#	AGENDA ITEM	DISCUSSION SUMMARY/PERTINENT INFO	FORMAL MOTIONS:
		<p>Szymusiak After speaking with 2nd Nature Martial Arts group he is suggesting an honorarium of \$200 be paid for the Self Defense company in the future to offset the loss of income in providing a free self-defense class. Tentative dates for next class with 2nd Nature will be discussed and get back with committee. (Oct-Nov) Also need to book a room at Costick Ctr.</p>	<p>Ciaramitaro suggested we continue to ask for donations from participants to give to a local cause but offer classes free. Cost of hiring a self-defense class would come out of EPC budget.</p>
10	OTHER:		
11	ADJOURNMENT		Meeting adjourned at 6:25 PM
	MINUTES PREPARED BY	Minutes Prepared by Joy DeFranco Member EPC 248-661-8737	

Historical Commission Regular Meeting

1. Call to Order
 - a. Begin at 7:32 pm
2. Roll Call
 - a. Commissioners Present: Laura Myers, Chris Schroer, Todd Huffman, Jane Gundlach, and Daniel Westendorf
3. Approval of Agenda
 - a. Unanimous approval
4. Public Comment
5. Approval of minutes from meeting on May 25th, 2017
 - a. Unanimous approval
6. Financial Report
7. Warner Mansion Activities
 - a. Historical Commission working Porch Party on July 20th
8. New Business
 - a. Officer election
 - i. Re-nominate all current officials, unanimously approved
 - b. Proposed porch remodel at 33928 Grand River
 - i. Proposed plan is unanimously approved
9. Old Business
10. Correspondence and Communications
11. Good and Welfare
12. Adjournment
 - a. 8:26 pm

Parking Advisory Committee Meeting Minutes – Wednesday 7/19/2017 – 7:00pm

1. Roll Call – Todd Huffman, Joe Mantey, Mike Fera, Rachel Gallagher, Ken Crutcher, John Perry, Kevin Christiansen, City Manager David Murphy, DDA Director Kate Night, Officer Ted
2. Approval of agenda -- approved
3. Public Comment -- None
 - Todd – inserted Greg Cowley’s email
 - Walker states need 500 spots
 - expect loss of Maxfield lot in Spring
4. Approval of minutes –
 - June 2017 – approved – Rachel motion, John 2nd
5. Liaison Update (DDA, Council, City Manager)
 - Greg Cowley reassigned, Rachel Gallagher reassigned
 - DDA new issues – Rachel – asks Parking Committee to join September 6th meeting to highlight parking updates/accomplishments and discuss Walker study
 - Council on new issues – David – discusses what’s needed, and how to present to Council ie. process for establishing ordinance.
 - OHM update – David -- 9ft minimum spaces. Waiting on engineering input
6. Top 3 Ideas from Committee Members regarding reoccurring issues
 - John – prepared/compiled list of committee input for discussion and working document
 - help public find parking, work with DDA, awareness campaign, walkability, potential of parking structure with Maxfield developer, re-parking, pay-to-park on GR, ... , ...
 - David – Public education -- video, Facebook, Channel 15
 - overall, the top 3 ideas discussion was rich
7. Public Parking Capacity and Improvements
 - possible re-striping
 - much of this was discussed as part of agenda item #6
8. Public Safety Update
 - 46 tickets downtown
 - New hire, Steve Roberts, starts next week
 - now have 3 cameras in place over parking lots
 - Joe – suggests lot camera to manage Farmer’s Market parking
9. Re-Parking
 - Rachel G – ordinance is just a tool to penalize those that abuse current order. Supports more enforcement
 - Joe – parking in North Lot, then moving to South – not a problem – likely employees could find a closer non-timed lot to use.

- Suggests support for stronger step increases on fines for repeat offenders, and using lot cameras as time stamp support for issuing violations rather than officer

- Ken – “middle way” -- suggests using more random enforcement scheduling,

- Todd – possible separate issues – shuffling and step tickets

- All agree that moving from one lot to another is acceptable

10. Data Mining

- much of this was discussed as part of agenda item #6

11. Committee comments

- Joe – good start, suggests a matrix of John’s committee list of top 3

- David – suggests we consolidate them and add to agenda

- Introduction of Kate Night – DDA Director

12. Adjournment

Farmington City Council Agenda Item		Council Meeting Date: August 21, 2017	Item Number 4B
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Monthly Payments Report – July 2017			
<u>Proposed Motion</u> Approve Farmington Monthly Payments Report – July 2017			
<u>Background</u> See attachment			
<u>Materials Attached</u> Monthly Payments Report 073117			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF JULY 2017

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 503,222.16
202	MAJOR STREET FUND	\$ 56,498.44
203	LOCAL STREET FUND	\$ 316,413.53
592	WATER & SEWER FUND	\$ 254,419.03
595	FARMINGTON COMMUNITY THEATER FUND	\$ 32,134.42
640	DPW EQUIPMENT REVOLVING FUND	\$ 11,061.20
701	AGENCY FUND	\$ 4,511.00
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 34,283.63
	TOTAL CITY PAYMENTS ISSUED:	\$ 1,212,543.41
136	47TH DISTRICT COURT FUND	\$ 106,757.58
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 10,095.22
290	FRIENDS OF GOVERNOR WARNER MANSION	\$ 1,664.04
296	SWOCC FUND	\$ 9,277.51
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 127,794.35
	TOTAL PAYMENTS ISSUED	\$ 1,340,337.76

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF JULY 2017

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #1	258,234.14
Agency Tax	Oakland County	Tax Payment #1	548,436.93
Agency Tax	Farmington Comm. Library	Tax Payment #1	35,428.13
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	265,390.89
General Fund	Federal Gov't	W/H & FICA Payroll	115,137.78
General Fund	MERS	June Transfer	67,524.25
General Fund	MERS HCSP	June Transfer	3,865.00
Agency	Total Administrative Services Corp.	Flexible Spending Accounts	1,781.56
	TOTAL CITY ACH TRANSFERS		1,295,798.68
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	133,507.64
Court Fund	Federal Gov't	W/H & FICA Payroll	63,337.18
	TOTAL OTHER ENTITIES ACH TRANSFERS		196,844.82



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

Monthly Report July, 2017

Firework Complaints

During this time period, Farmington Public Safety Officers responded to three complaints of fireworks. All complaints were unfounded and no citations were issued.

Telephone Harassment

On July 4th a Commander responded to a local restaurant for a peace officer standby. It was learned that two of the employees were in a dating relationship. The male half had another girlfriend, and she was unhappy with this development. Therefore, she called the restaurant asking questions that made the owner nervous for his employee's safety. The commander spoke with the female caller and advised her to cease any further contact and gave her a no trespassing order for the restaurant.

Breaking and Entering of a Residence

On July 5th a resident came to the front desk to report that his apartment had been burglarized. The resident stated that sometime between 6-25-17 and 7-05-17 someone gained entry to his apartment and stole a digital camera and rare coins. The case was forwarded to the Detective Bureau for follow-up.

Fraud – Identity Theft

On July 5th a resident came to the front desk to report an Identity Theft. The resident stated that she was contacted by Verizon Wireless and told an account was opened in her name. The case was forwarded to the Detective Bureau for follow-up.

Possession of Marijuana

On July 6th, an Officer stopped a vehicle in the area of Drake Rd. and Lark Harbor Rd. for speeding. While the officer was speaking with the driver, he noticed the odor of marijuana coming from inside of the vehicle. Upon questioning, the officer learned that that driver was in possession of marijuana. The driver was subsequently arrested for the possession of marijuana, was transported to the jail and issued a citation.

Vehicle Theft

On July 7th Officers were dispatched to the parking lot behind the Civic Theater on a report of a vehicle theft. Officers learned that the victim had parked his 2008 Chevrolet Trailblazer in the parking lot to attend a movie. When he returned to the parking lot the vehicle was missing. The case has been forwarded to the Detective Bureau for follow-up.

Larceny

On July 8th, an officer responded to a Farmington business for a report of stolen outdoor furniture. The investigation revealed a table and chairs had been stolen sometime during the night of July 7th. The value of the furniture was estimated to be \$50. There were no surveillance cameras in the area to capture footage of the theft.

Possession of Marijuana

On July 9th, an Officer was conducting a business check when he noticed two suspicious subjects. He made contact with them and subsequent investigation revealed them to be in possession of marijuana. The subjects were juveniles so they were turned over to their parents and the case will be forwarded to the Oakland County Juvenile Court.

Firework Complaints

During this time period, Farmington Public Safety Officers responded to two complaints of fireworks. All complaints were unfounded and no citations were issued.

Retail Fraud

On July 11th a Detective was dispatched to a local tile store on a retail fraud complaint. A store employee stated that a man came into the store inquiring about sinks. The man then left and returned later. This time the man took one of the sinks he inquired about and did not pay for it. Subsequent investigation revealed this same individual stole a sink from a Canton location. The case is under investigation by the Detective Bureau.

Traffic Crash

On July 12th Officers responded to a traffic crash that occurred in the area of Grand River and Orchard Lake. The traffic lights in the area had switched to flashing red and flashing yellow as a result of the road construction project. A car traveling on Orchard Lake failed to yield for a vehicle traveling on Grand River. This crash caused one of the vehicles to strike a traffic signal pole. One driver was taken to the hospital for injuries and the Oakland County Road Commission was contacted reference the broken traffic signal.

Disorderly Conduct / DWLS

On July 13th a Sergeant stopped a vehicle on Grand River near Hawthorne. A computer check on the driver showed he had a suspended license and a warrant for his arrest. During the traffic stop the passenger decided to get out of his vehicle and urinate in the roadway. The driver was arrested for driving on a suspended license and housed at the Farmington Jail. The passenger was cited for disorderly conduct and released.

Assist the Livonia Police Department

On July 13th an officer was on patrol in the area of Freedom and Farmington when he observed a Livonia Police officer chasing a subject on foot. Our officer assisted the Livonia officer in getting his suspect into custody. It was later learned the suspect had a

felony warrant for burglary out of Lake County. When he was stopped in the area of Nine Mile and Folsom he bailed out of his car and fled on foot across M-5.

Operating While Intoxicated (High BAC)

On July 14th an officer stopped a vehicle in the area of M-5 and Grand River for suspected drunk driving. The driver showed signs of intoxication and stated he had been drinking at a bar in Detroit. Subsequent investigation showed the driver to have a breath alcohol level of .17. The driver was arrested for driving while intoxicated (High BAC) and housed at the Farmington Jail.

Farmington Founders Festival

Between July 20-24th personnel from the Farmington Public Safety Department provided traffic control, security and assistance to the Farmington Founders Festival event planners, vendors, and attendees. There were no major incidents reported.

Breaking and Entering of a Residence

On July 17th a Detective took a front desk complaint from a resident of a Farmington apartment who reported that money was taken/missing from a dresser drawer. The Detective noted two similar incidents that occurred at the same complex recently, and after talking with management developed a possible suspect. The investigation is still ongoing at this time.

Larceny in a Building

On July 17th an Officer responded to a Farmington apartment for a report of the possible theft of money. The reporting party (RP) stated that they are not able to locate a sum of money that they had in a dresser drawer. The RP stated that they live with two roommates, but do not suspect that they took the money. The Officer interviewed the roommates and noted that the apartment was in disarray and that the money may have been misplaced.

Operating Under the Influence of drugs (OUID)

On July 17th Officers responded to the parking lot of a Farmington business for a report of a subject on the ground lying near a Honda motorcycle that was on its side. Witnesses stated that the subject was seen riding the motorcycle into the parking lot, laid the bike on its side, and began to act erratically which prompted the calls to police. The Officers found that the subject was in/out of consciousness, their speech was rapid and confused, and they only responded to painful stimuli. Officers summoned paramedics and the subject was transported to the hospital where the subject evaluated and blood drawn for further analysis for possible criminal prosecution for OUID.

Damage to Business Property

On July 19th an Officer responded to a Farmington business for a report that an unknown subject poured liquid soap on the end-cap shelves located in the rear of the store. The manager stated that they did not observe the incident and that it was not captured on

video. The manager stated that this has been an on-going issue, but do not know who is responsible.

Reckless Driving

On July 21st Officers responded to Shiawassee Park for a report of a vehicle that drove through a festival tent and was driving on the infield of a ball diamond. Officers located the suspect vehicle, spoke to witnesses, and ultimately issued the responsible driver a citation for reckless driving.

Larceny

On July 22nd a Farmington resident reported that they set up two Coleman camp chairs along the parade route and when they returned found that they had been taken while the chairs were unattended. The area was checked for the chairs, but were not located.

Vehicle Theft

On July 23rd Officers were dispatched to a business in the area of 8 Mile and Chesley for a report of a commercial van that was taken sometime between July 22nd at 1600 hours and July 23rd at 1100 hours. The vehicle was entered as stolen and an area broadcast sent.

Drug Paraphernalia

On July 24th an Officer stopped a vehicle on M-5 and Halsted for a defective headlight. The Officer detected an odor of marijuana coming from the interior of the vehicle. The Officer conducted a vehicle search and located a marijuana pipe and rolling papers. The driver had also never obtained a driver's license. The driver was arrested for drug paraphernalia and never acquired and cited for same.

Marijuana Possession/Drug Paraphernalia

On July 24th an Officer stopped a vehicle on Grand River and Brittany Hill for a defective driver side headlight. The Officer detected an odor of marijuana coming from the vehicle. The Officer also observed a plastic vial in plain view containing a green leafy substance next to the driver. A vehicle search was conducted which revealed marijuana in the center console and two metal marijuana grinders in the vehicle. The passenger admitted ownership of the items. The passenger was arrested and cited for marijuana possession and drug paraphernalia.

OWI III/Marijuana possession/Drug Paraphernalia

On July 25th an Officer stopped a vehicle near Grand River and Maple for going the wrong way in a construction zone. The Officer detected an odor of intoxicants coming from the vehicle. The driver failed field sobriety tests with a PBT of .13(6). The driver was arrested for OWI. An inventory search of the vehicle also located marijuana and a digital scale. A breath test was administered at the station with a result of .14/.15. The driver had two previous convictions for OWI out of Farmington, MI and Washington DC. The report was submitted to the Oakland County Prosecutor's Office for warrant review on charges of OWI and marijuana possession.

Marijuana Possession/Open Intox MV

On July 28th an Officer stopped a vehicle on Freedom and Farmington for improper lane use. The Officer detected an odor of marijuana coming from the interior of the vehicle. A vehicle search located a baggie of marijuana in the driver side door pouch and an open bottle of Tequila in the back seat. The driver was arrested and cited for Marijuana Possession and Open Intox MV.

UDAA

On July 29th an owner discovered his Chevy Silverado pick-up truck to be stolen from the rear parking lot of the Village Shoe Inn. The truck also contained valuable work tools. The vehicle was entered into LEIN as a stolen vehicle.

UPDATE: On August 4, the stolen vehicle was recovered by the Oakland County Automobile Theft Task Force. The investigation in to the suspect continues.

OWI

On July 29th an Officer stopped a vehicle for speeding (56/40) on Farmington near Nine Mile. The Officer detected an odor of intoxicants coming from the vehicle. The driver refused to complete any field sobriety tests and was subsequently arrested for OWI. The driver refused to submit to a breath test and a search warrant for blood was obtained. Blood samples were drawn and submitted to MSP for analysis. The driver was cited for OWI.

Additional Information

The Department is pleased to report that the Annual Founders Festival was a very safe event. The following is a summary of public safety related calls for service related to the festival:

Festival Related Incidents:

July 21 at 5:15 PM: Medical – Man dehydrated outside of Dagwood's

July 21 at 6:50 PM: Medical – man feeling faint outside beer tent

July 21 at 7:10 PM: Reckless driving in Shiawassee Park

July 22 at 8:30 AM: Larceny of lawn chairs along parade route (Grand River/Mayfield)

July 22 at 9:55 PM: Medical Emergency – Subject having a seizure in beer tent

Traffic Accidents (includes private property)

A total of 6 property damage accidents were reported in the downtown area from July 20 – July 23

Total Calls	Medical Calls	Fire Calls	Traffic Stops	Crash Reports
1000	62	22	409	27



Special/Study Session Meeting
6:00 p.m., Monday, July 17, 2017
Conference Room
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on July 17, 2017, in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

1. ROLL CALL

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

City Administration Present

Director Christiansen
Superintendent Eudy
City Clerk Halberstadt
City Manager Murphy
Attorney Schultz

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

Chuck Fehl, Chatham Hills Subdivision Entranceway Chairman, discussed the deplorable condition of the entryway at Smithfield and Grand River. He believes that snowplows turning around in the area are a major cause of the destruction.

4. COURTHOUSE PROPERTY PROPOSALS

- A. Cervi Construction
- B. Yaldo Construction

Motion to recuse Schneemann due to private interest in agenda topic.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Councilmember Scott
SECONDER:	Councilmember Cowley
AYES:	Bowman, Cowley, Galvin, Scott
RECUSED:	Schneemann

Fabio Cervi, Cervi Construction, presented his proposal for the Courthouse Property. He is proposing 24 units, ranch style condos, initially available for lease. He intends to sell them in the future once the market conditions improve.

Cowley inquired about the decision not to sell the units upfront.

Cervi responded that the surrounding structures are a drawback, mainly the bus depot. He believes that the units could be sold initially, but would sell for a significantly lower price.

Responding to a question by Cowley, Cervi said that the desired price point would be \$250,000. He would like to sell the units once the school property has been sold.

Cowley expressed concern regarding plans for only one entrance for a development that will have upwards of 50 cars.

Cervi responded that he doesn't anticipate every unit will have multiple cars, as the target market is retirees. He noted the units will all be fully ADA accessible.

Responding to a question by Cowley, Cervi stated the lease price for the units would be \$1700-\$1800 per month.

Cowley expressed interest in finding out the taxable revenue on the units.

Bowman likes the proposed plan and agrees that it appeals to an underserved demographic-retirees. She would prefer units for sale, but understands the reason for lease.

Scott expressed concern that the city has gone down this road before. He wants to find a buyer who wants the property regardless of the sale of the school property.

Cervi responded he is ready to start development on this property right away.

Galvin inquired as to where the connectivity would be to the school property, if it becomes available in the future.

Christiansen responded there is an area that could be used to connect the two properties, but through site planning the connectivity could be modified.

Blugerman discussed the issue of garages backing into pass-throughs that could pose a problem.

Galvin questioned whether this project would set the stage for the rest of the hill.

Christiansen stated it is up to Council, but believes the project can stand on its own.

Responding to Galvin, Cervi stated that Cervi Construction is offering to pay \$250,000 for the property, including the cost of demolition.

Responding to Cowley, Christiansen surmised that a total of 100 units could potentially fill the hill in the future.

Cervi stated that he would be willing to consider a lease to own option in response to a question by Cowley.

Christiansen introduced Sam Yaldo, Yaldo Construction.

Yaldo presented his proposal for the Courthouse Property. He is proposing 43 attached condo units, housed within 9 buildings. There will be garages on the ground floor with two stories of livable space above. The target market for these condos is young people. The price point would be in the low \$200,000 range. The units on the west side of the property would be sold first. He believes the east side of the property will be more difficult to sell because of its proximity to the school property. He believes it will sell better once the adjacent school property is cleared.

Scott inquired about timing and phasing of the project.

Yaldo stated the project would be developed west to east. He would complete two buildings at a time. He stated that when 50% of those units are sold, building would begin on another 2 units. The living space per unit would be around 1800 square feet.

Scott is looking for commitment without the adjacent school property being in play. Yaldo responded that he is interested in the property regardless.

Responding to Scott, Yaldo said they are offering \$250,000 for the property, including the cost of demolition.

Bowman asked about greenspace. Yaldo confirmed that there will be landscaping around the units with greenspace for residents to see and use.

Cowley is interested in units for sale, but concerned about traffic.

Galvin has infrastructure concerns relative to surrounding residential areas.

Christiansen stated that there are no concerns regarding infrastructure, as previous plans were approved.

Galvin stated that 43 units will create more tax revenue for the city.

5. CEMETERY USAGE

Eudy provided information regarding the east side of Oakwood Cemetery where there is approximately 140 feet in of open space. He requested Council feedback on permitting above ground crypts/monuments in the area. It would require a survey of the property to determine the area to work with. It would also involve creation of lots which would require legal paperwork to register the land. A crypt would require the purchaser to buy four lots so as not to impede on any other cemetery lots.

Schneemann asked why crypts are not allowed there now and if there are bylaws restricting them.

Eudy stated the area is an unplanned open space where improvements were never considered. He has not been able to find any bylaws restricting above ground crypts or monuments.

Murphy stated that there is an immediate need, as an inquiry from a former resident has been made regarding the creation of an above ground crypt.

Schneemann inquired why Council's approval is needed.

Eudy stated that he is looking for approval for the cost of the survey, \$3000-\$6000, and the registration of the lots.

Responding to Cowley, Eudy stated that those fees can be rolled into the purchase price of the lots, but the initial cost would be borne by the City.

Eudy stated that 5-6 lots could potentially be created on the site.

Responding to Scott, Eudy said that there are currently no above ground crypts in the cemetery.

Bowman has no issue with having above ground crypts.

Responding to a question by Galvin, Eudy assured that this particular area would be strictly for above ground crypts.

Move to authorize a survey for expansion of Oakwood Cemetery.

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

6. OTHER BUSINESS

No other business was heard.

7. COUNCIL COMMENT

No council comment was heard.

8. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 6:58 PM.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date:



City Council Meeting
7:00 p.m., Monday, July 17, 2017
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on July 17, 2017, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

1. ROLL CALL

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

City Administration Present

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

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Emma Seidel, Miss Oakland County 2017.

3. PUBLIC COMMENT

Steve Luce, 36619 Vicary Lane, representing Chatham Hills Subdivision Association, commented regarding the pending road project to repair the entryway to Chatham Hills Subdivision. He noted that it has been over ten years since any money has been put into Chatham Hills roads. He asked that all sidewalks be ADA compliant. He would like the road project extended down Smithfield Road.

Bob York, representing the Farmington Emergency Preparedness Commission, noted summer provides a great opportunity to reconnect with neighbors, learn new first aid skills, join or form a neighborhood watch, and find out who in your neighborhood may have special needs.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. Consideration to Participate in the Election of the Governing Board of the MML Workers' Compensation Fund**
- B. Accept Minutes from City's Boards and Commission: Planning Commission, Commission on Aging, Commission on Children Youth and Families, Downtown Development Authority, Emergency Preparedness Commission, Historical Commission, Library Board, and Multi-Cultural Multi-Racial Committee**
- C. Outdoor seating approval - Grand River Avenue Right-of-Way**
- D. Fourth Quarter Building Department Report**
- E. Farmington Monthly Payments Report**
- F. Farmington Public Safety Monthly Report**
- G. Minutes of the City Council Meeting**

Special – June 19, 2017

Regular – June 19, 2017

Move to approve items on the Consent Agenda as Presented.

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

5. APPROVAL OF REGULAR AGENDA

Move to approve the regular agenda as presented.

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

6. PRESENTATION/PUBLIC HEARINGS**A. Miss Oakland County Court 2017**

Emma Seidel, Miss Oakland County 2017, spoke about the scholarship award she received. She discussed her platform, youth empowerment raising strong girls. She announced Aubrey Hainsworth is Miss Oakland County Teen 2017.

B. Video of Quaker Cemetery Restoration Project

**Present: Phil Power, Power Family Foundation
David Carter, Carter Cemetery Preservation**

Brian Golden presented a video of the restoration work completed at the Quaker Cemetery.

Phil Power, representing the Power Family Foundation that underwrote the cemetery restoration, commented on the project.

Bowman thanked Mr. Power for his generous donation to restore the cemetery. She noted the excellent work that was done by David Carter.

Schneemann expressed appreciation to Mr. Power for his donation and the restoration work that was done. He is impressed at how much we value our history in Farmington.

Scott also expressed appreciation to Mr. Power for his donation that transformed the cemetery. He was impressed at the excellent work that was done by Mr. Carter. He stated the cemetery markers tell a story of Farmington's history.

Carter remarked it was great working with the City and Superintendent Eudy.

Cowley expressed gratitude to Mr. Powers for the preservation of Farmington history and providing the opportunity to recognize names of families on markers who founded Farmington.

Galvin also thanked Mr. Power for his generous donation and noted that a number of streets in Farmington are named after its founders.

Phil Power stated he is direct descendant of one of the founders of Farmington, Arthur Power, and also that he is a former publisher of the Observer newspaper. He discussed the history of Farmington and how it was founded.

7. NEW BUSINESS**A. City Council Appointment to the Downtown Parking Advisory Committee**

City Administration advised Councilmember Cowley's term on the Downtown Parking Advisory Committee has expired and as a result a new 3-year appointment needs to be made.

Responding to a question from Galvin, Schultz stated that a resolution changing a Councilmember's term on the Parking Advisory Committee to coincide with their term of office is possible.

Galvin stated that the appointment could be made at the November organizational meeting where Council decides who will serve on what committee.

Schultz advised Council can make the term of the appointment to expire at the time of the organizational meeting in November.

Move to re-appoint Greg Cowley to the Downtown Farmington Parking Advisory Committee for a term ending November 13, 2017 wherein Council will make new appointments as part of the Council re-organization meeting.

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

B. Consideration to Introduce Ordinance C-783-2017 to amend the City of Farmington City Code of Ordinances, Chapter 12, “Election,” Section 12-1, “Nominations”

Halberstadt advised the purpose of the proposed ordinance amendment is to bring City Code in line with State Election Law with regard to certification of candidate petition signatures and the deadline by which petitions must be submitted to the Clerk’s office.

Move to introduce Ordinance C-783-2017, amending Chapter 12 of the City Code, Elections, regarding nominations for city office. [SEE ATTACHED ORDINANCE]

RESULT: APPROVED [UNANIMOUS]
MOVER: Bowman
SECONDER: Schneemann
AYES: Bowman, Cowley, Galvin, Schneemann, Scott

C. Browndog Creamery Request for MLCC New Outdoor Service Area Permit

Schneeman requested to be recused from discussion and action on this agenda item due to his business interest in Browndog Creamery.

Move to recuse Schneemann due to his business interest in Browndog Creamery.

RESULT: APPROVED [UNANIMOUS]
MOVER: Cowley, Councilmember
SECONDER: Scott, Councilmember
AYES: Bowman, Cowley, Galvin, Scott
RECUSED: Schneemann

Demers advised that based on information provided through the background investigation of Browndog Creamery, LLC, City Administration is recommending approval of the proposed permit for outdoor liquor sales.

Move to approve a Michigan Liquor Control Commission (MLCC) permit for outdoor liquor sales for the Browndog Creamery, LLC.

RESULT: APPROVED [UNANIMOUS]
MOVER: Scott, Councilmember
SECONDER: Bowman, Councilmember
AYES: Bowman, Cowley, Galvin, Scott
RECUSED: Schneemann

D. MERS Annual Actuarial Valuation Report 2016

Weber advised each year the City receives its Annual Actuarial Valuation from the Municipal Employees' Retirement System of Michigan (MERS). The valuation shows that the City's pension system is 82% funded. This is the same funding level as the prior year.

Move to receive and file the MERS Annual Actuarial Valuation Report prepared as of December 31, 2016.

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

E. Consideration to Approve Construction Estimate No. 1 for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance Project

Eudy advised that at the April 3, 2017 meeting, City Council approved the bid from Pro-Line Asphalt Paving Corporation for the 2017 Farmington Asphalt Maintenance Project. He stated construction estimate no. 1 includes work completed through June 30, 2017. At that time Cloverdale, Hayden, and Warner Streets had been resurfaced and restoration was in progress.

Move to approve Construction Estimate No. 1 for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance Project and authorize payment to Pro-Line Asphalt Paving Corporation in the amount of \$202,923.47.

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

Cowley, Galvin, Schneemann, Scott, Bowman

F. Consideration to Approve Change Order No. 1 and Construction Estimate No. 1 for the 2017 Farmington Sidewalk Improvement Program

Eudy advised that at the April 17, 2017 meeting City Council approved a bid from Audia Construction for the 2017 Sidewalk Improve Program. He noted City Administration and Engineers requested Audia Construction expand the scope of the project to include sidewalk repairs on Lilac Street between Shiawassee & Astor and Floral Street between Fink & Astor, resulting in an increase of the contract in an amount not to exceed the 2016/17 allotment of \$127,500.

Move to approve Change Order No. 1 and construction estimate no. 1 for the 2017 Farmington Sidewalk Improvement Program and authorize payment to Audia Construction in the amount of \$96,548.89.

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

Galvin, Schneemann, Scott, Bowman, Cowley

G. Consideration to Accept Bid and Award the 2017/18 Smithfield Road Entrance Reconstruction Project

Present: Jessica Howard and Matt Parks, Orchard Hiltz & McCliment Advisors

Eudy advised a total of eight bids were received for the Smithfield Road Reconstruction project. The city's engineers, OHM, reviewed the bid tabulations along with contractor work history and references and as a result recommended awarding the contract to Goretski Construction.

At the request of Mayor Galvin, Jessica Howard described the scope of the project. She stated work will start the beginning of August and conclude mid-September.

Responding to a question from Cowley, Howard stated OHM has done business with this contractor and noted they have been thoroughly vetted.

Responding to a question from Bowman, Parks stated residents would be unable to use the Smithfield entrance for 3-4 weeks.

Responding to a question from Scott, Howard stated due to the constraints of the site and funding they were unable to make a change to the sidewalk.

Galvin thanked Jessica Howard, Matt Parks, and city staff for showing up at a Chatham Hills subdivision meeting to explain the project.

Discussion followed regarding traffic flow during construction as well as advanced signage.

Move to accept bids for the 2017/18 Smithfield Road Reconstruction Project and award the contract to Goretski Construction, Milford, Michigan, in the amount of \$231,031.00, and include a \$23,000 contingency budget for a total construction budget of \$254,031.00.

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

Schneemann, Scott, Bowman, Cowley, Galvin

H. Consideration to approve payment No. 2 to R. Graham Construction LLC for the Foundation Repairs at the Governor Warner Home as Defined by the AIA Contract Dated April 12, 2017

Eudy advised this is the second of three payments to R. Graham Construction for work completed on the foundation and structural repairs to the Mansion. He noted repairs should be completed by July 31st.

Move to approve payment No. 2 to R. Graham Construction LLC in the amount of \$27,781.67 for the foundation repairs at the Governor Warner Mansion as provided in the AIA contract dated April 12, 2017.

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

Scott, Bowman, Cowley, Galvin, Schneemann

8. DEPARTMENT HEAD COMMENTS

Eudy discussed the Grand River road project, noting the contractor is ahead of schedule and will be working up until Thursday morning before the festival. He stated a proposal for reconstruction of the Mansion rear porch was received. He noted his crews are ready for the Founders Festival.

Demers reminded the public that Farmington Road would be closed the following Thursday through Sunday for the Festival. He asked for patience in navigating around the City.

Christiansen noted there is quite a bit of redevelopment going on in the City. He stated the Planning Commission approved the site plan for the redevelopment of the Nine Mile Clark station.

Responding to a question from Cowley, Christiansen described moving through the PUD process for redevelopment of the old courthouse property.

Halberstadt spoke about the planned activities at the Mansion during Founders Festival and the upcoming Mansion Gala on August 12th.

Murphy introduced Kate Knight, the new Executive Director of the Downtown Development Authority.

9. CITY COUNCIL COMMENTS

Cowley encouraged everyone to attend the Founders Festival that starts on Thursday. He thanked his fellow Councilmembers for his re-appointment to the Parking Advisory Committee. He confirmed his candidacy for City Council in the upcoming November election. He stated the City needs a strategy for addressing the budget deficit without raising taxes.

Bowman noted the upcoming Founders Festival will cause a significant increase in traffic and visitors. She asked everyone to be mindful when pulling out of parking lots and entrances.

Scott stated he is also running for re-election to City Council. He looks forward to receiving feedback from the public. He spoke about the new redevelopment projects in the city, but noted the City is facing challenges as well.

Galvin also confirmed he is running for re-election. He announced he will be in the dunk tank at the Methodist Church during Founders Festival. He stated 50% of the proceeds will be going to Warner Mansion.

10. CLOSED SESSION – LABOR NEGOTIATIONS

Move to enter closed session to discuss labor negotiations.

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

Bowman, Cowley, Galvin, Schneemann, Scott

Council took a 5 minute recess.

Council entered closed session at 8:35 p.m.

Move to exit closed session.

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

Council exited closed session at 8:49 p.m.

Move to approve a 3-year settlement agreement between the City of Farmington and the Farmington Command Officers Association (FCOA) as presented.

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

Bowman, Cowley, Galvin, Schneemann, Scott

11. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 8:50 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date:

**Farmington City Council
Staff Report**

**Council Meeting
Date: August 21, 2017**

**Item
Number
7A**

Submitted by: Sue Halberstadt

Agenda Topic

Consideration to Adopt Ordinance C-783-2017 Amending Chapter 12, "Elections," of the City Code

Proposed Motion:

Move to adopt Ordinance C-783-2017, amending Chapter 12 of the City Code, Elections, regarding nominations for city office.

Background:

As discussed at the July 17 regular meeting, the purpose of this proposed Ordinance amendment is to bring City Code in line with State Election Law regarding the certification of candidate petition signatures and the deadline by which petitions must be submitted to the Clerk's office.

Signature Certification

According to our current ordinance, no person shall sign his or her name to a greater number of petitions than there are persons to be elected to that office. Previously if a registered voter signed nominating petitions for a greater number of candidates for Council than the number of open seats, signatures would be counted based on the *filing* date of the petitions. However, according to State Election Law, the date of the signature, not the filing date, must be used to certify signatures.

Filing Deadline

Also, the proposed ordinance amends the deadline for filing nomination petitions to the fifteenth Tuesday before the odd year election bringing it in compliance with State Election Law.

Materials:

Draft Ordinance

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF FARMINGTON

ORDINANCE NO. C-____-2017

**AN ORDINANCE TO AMEND THE CITY OF
FARMINGTON CITY CODE OF ORDINANCES,
CHAPTER 12, "ELECTIONS," SECTION 12-2,
"NOMINATIONS."**

THE CITY OF FARMINGTON ORDAINS:

PART I. That Chapter 29, "Elections," Section 12-2, "Nominations," is hereby amended to read as follows:

Sec. 12-2. - Nominations.

(a) The method of nomination of all candidates for elective city office shall be by petition. Such petitions for each candidate shall be signed by not less than fifty (50) nor more than seventy-five (75) registered electors of the city. If a qualified and registered voter signs nominating petitions for a greater number of candidates for public office than the number of persons to be elected thereto, his signatures, if they bear the same date, shall not be counted upon any petition, and if they bear different dates shall be counted in the order of their priority of date for only so many candidates as there are persons to be elected. No person shall sign his name to a greater number of petitions for any one (1) office than there are persons to be elected to that office at the following regular city election. Where the signature of any individual appears on more petitions than he is so permitted to sign, such names shall be counted only to the extent he is permitted to sign in the order of the respective dates of filing the petitions containing such signatures.

(b) ~~Nomination petitions shall be filed with the city clerk by 4 p.m. on the fifteenth Tuesday before the odd year general election. between the first Tuesday after the first Monday in August immediately preceding the odd year general election and 5:00 p.m. by the then prevailing local time on the tenth day immediately after the first Tuesday after the first Monday in August.~~

(c) The city clerk shall, prior to every election, publish notice of the last day permitted for filing nomination petitions and of the number of persons to be nominated

or elected to each office at least one (1) week and not more than three (3) weeks before such day.

Part II Severability

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

Part III Savings

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

Part IV Effective Date: Publication.

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

- Ayes:
- Nayes:
- Abstentions:
- Absent:

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

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

SUSAN K. HALBERSTADT,
City Clerk

Adopted:
Published:
Effective:

Farmington City Council Staff Report	Council Meeting Date: 8/21/2017	Item Number 8A1
Submitted by: Melissa Andrade		
<u>Agenda Topic</u>		
Special Event Application: Essential Family Chiropractic's Super Hero Back to School Bash		
<u>Proposed Motion:</u> Move to approve Essential Family Chiropractic's Super Hero Back to School Bash on Saturday, September 16 from 4 – 7 p.m. in Riley Park and in the parking lot south of the park.		
<p><u>Background:</u> Essential Family Chiropractic has requested to use Riley Park and the parking lot to the immediate south of the pavilion on Saturday, Sept. 16 from 4 – 7 p.m. for a Super Hero Back to School Bash; they are expecting about 400 people.</p> <p>Public Safety would be asked to close the parking lot adjacent to the south side of the pavilion. This lot contains about 29 parking spaces.</p> <p>Invited vendors include Fresh Thyme, Sunflower Bakehaus, LaZiz and The Cheese Lady</p> <p>The event organizers plan to have at least 30 volunteers to help manage the event.</p> <p>Todd Lipa is helping to manage the proceeds for charity.</p>		
<u>Materials:</u> Event application Highlight sheet		



CITY USE ONLY

Approval Needed:

- City Manager
- City Council

- Approved
- Denied

City of Farmington Special Event Application

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

Sponsoring Organization's Name Essential Family Chiropractic
(we have a large percentage of pediatric patients)

Organization Phone: 248-477-5202

Organization Address 23334 Farmington Rd., Farmington (next to post office)

Organization's Agent: Dr. Natalie Nedanovski Phone: cell: 248-533-8553

Agent's Title: Doctor / President E-mail: drnatalie@efchiropractic.com

Agent's Address: same as organization address

Event Name: Super Back to School Bash

Event Purpose: marketing, community outreach (shoe/boot drive)

Event Dates: September 16th

Event Times: 4:00pm to 7:00pm

Event Location: Riley Park, pavilion, small parking lot south

Number of People Expected: 400

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

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

Detroit Mom's Blog is the co-sponsor and company providing all social media.

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

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

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

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

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

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

Bunchies pizza

Fresh Thyme

Waiting to hear back from others

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

I have invited local businesses to participate.

Those invited include: See attached form for businesses
that will be participating, those
invited but declined, those still deciding.

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

(YES) (NO)

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

The small parking lot south of the pavilion
for police and fire vehicles, and vendors.

6. **Other Requests:**/FYI Open to the public

Tickets will be sold to ensure we have enough
food, drinks, swag bags and gifts for attendees.
Those purchasing tickets at the door may not receive
the above mentioned items. Proceeds go to Detroit Mom's Blog
for supplying 30- raffle prizes (ranging in cost \$50-\$150).
Raffle tickets are given to attendees for each pair of
shoes or boots they bring for donation.
Diane Bauman is helping with flyer distribution at the school.

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

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

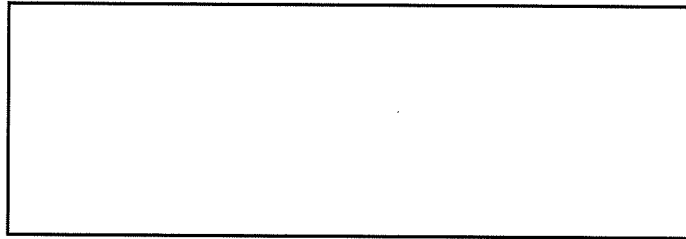
Signs or banners approved by the city of Farmington for special events shall be designed and made in an artistic and workman-like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS.

SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN. *Will be presented by 9/7/17 for approval.*

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

Banner Length

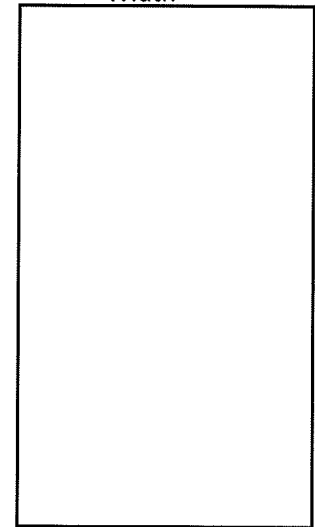
Width



Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width



Height

Write copy of sign in the box.

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

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

8/9/17
Date

Natalie Nekshin, DC.
Signature of Sponsoring Organization's Agent

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

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

Phone: 248-474-5500, ext. 2221



**BACK-TO-SCHOOL
BASH!!!**

SATURDAY SEPTEMBER 16TH | 4:00 - 7:00 PM

BOUNCE HOUSE · FACE PAINTING · GAMES · FOOD · PRIZES

HANG WITH THE HEROES!

**Farmington Police Dept.
Farmington Fire Dept.**

**Spider-Hero
Wonder Woman**

Donate a new pair of shoes or boots to be entered into our raffle!

**VENDORS &
SPONSORS HERE**



SPECIAL MEET & GREET!

Roy Thomas: MARVEL Artist & Illustrator



23334 Farmington Rd., Farmington, MI 48336

Super Back to School Bash

Facilitators:

- Essential Family Chiropractic 23334 Farmington, MI 48336, Dr. Natalie Nedanovski
- Detroit Moms Blog, Owner Beth Lewis

Featuring:

- Our local heroes from the Farmington Police and Fire Department with their vehicles.
- Super Hero Characters from "Fairytale Entertainment" (Spiderman, Wonder Woman, etc)
- Marvel Artist and Illustrator Roy Thomas (featured at Comic-con)

Community Out Reach:

- Asking for used and new shoes and boots to be donated. For each item donated the attendee will receive a raffle ticket for the multi-item raffle.
- The shoes and boots will be picked up by Todd L. Lipa, Program Director for Youth & Family Services Division Department of Special Services.

Food Sponsors:

- _____
- _____
- _____
- _____

Activities:

- Bounce Houses
- Games
- Giveaways
- Music supplied by Mile City Church
- Vendors promoting family/kid focus extracurricular activities or products.

Farmington City Council Staff Report	Council Meeting Date: August 20, 2017	Reference Number 8A2
Submitted by: Melissa Andrade		
Description Special Event Request for American Legion Groves-Walker Post 346, 9-11 Memorial Service		
Requested Action Move to approve special event request for the American Legion Groves-Walker Post 346 to hold the community's annual 9-11 Memorial Service, September 11, 2017 from 3 – 7:30 p.m. in Riley Park and the Sundquist Pavilion.		
Background <p>The City received a special event request from Andy Machcinski from the American Legion Groves Walker Post 346 for a 9-11 Memorial Service. The service is scheduled Monday, September 11, 2017, from 3 – 7:30 p.m. at the Sundquist Farmington Pavilion and will be held in memory and recognition of those who lost their lives during this tragic time.</p> <p>City Administration is recommending approval of the special event request.</p>		
Agenda Review		
Department Head	Finance/Treasurer	City Attorney
		City Manager



CITY USE ONLY

Approval Needed:

- City Manager
- City Council

- Approved
- Denied

City of Farmington Special Event Application

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

Sponsoring Organization's Name Groves-Walker American Legion Post 346

Organization Phone: 248-478-9174

Organization Address 31775 Grand River Ave., Farmington, MI 48336-4238

Organization's Agent: Andy Machcinski Phone: 248-794-2359

Agent's Title: 2nd Vice. E-mail: machc1@sbcglobal.net

Agent's Address: 24583 Millcreek Dr., Farmington Hills, MI 48336

Event Name: 9/11

Event Purpose: Farmington's 16th Annual Patriot Day Ceremony

Event Dates: SEPTEMBER 11, 2017

Event Times: 3:00pm TILL 7:30pm

Event Location: Walter Sundquist Pavilion at Riley Park

Number of People Expected: 40

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

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

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

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

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

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

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

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

() I have invited local businesses to participate.

Those invited include: NA

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

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

6. **Other Requests:**

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

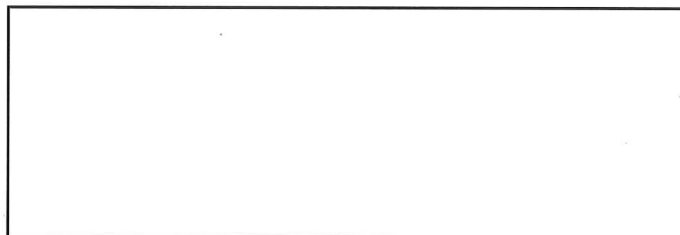
If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

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

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

Banner Length

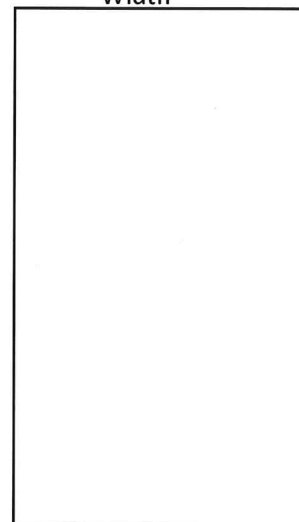
Width



Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width



Height

Write copy of sign in the box.

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

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

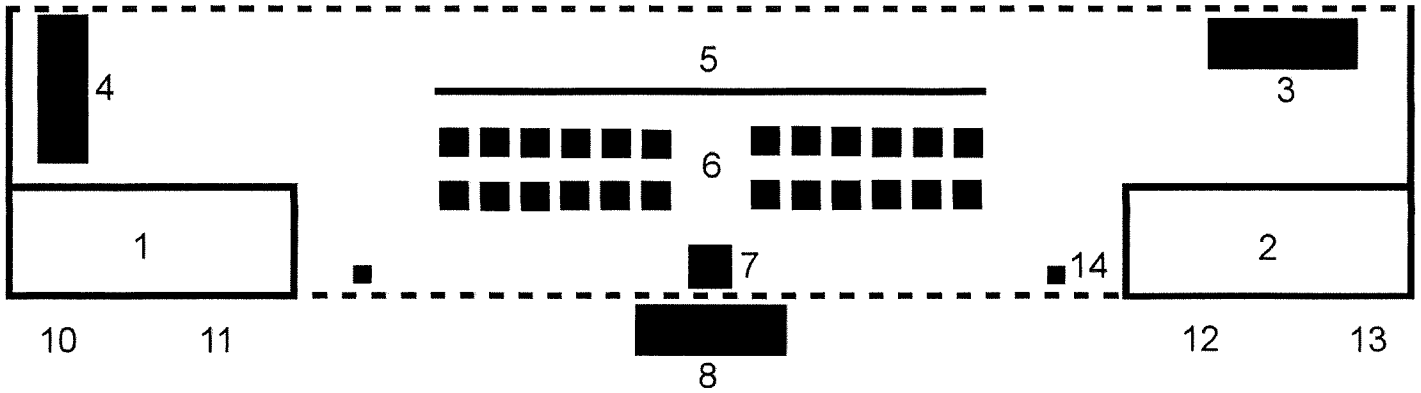
08/02/17
Date


Signature of Sponsoring Organization's Agent

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

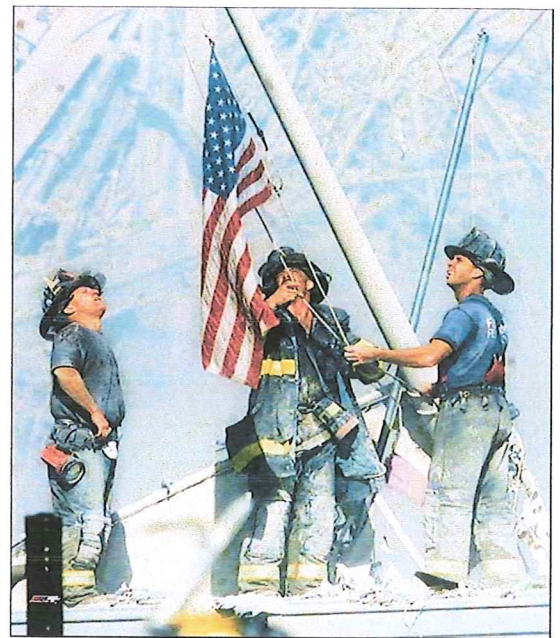
City Manager's Office
23600 Liberty Street
Farmington, MI 48336

Phone: 248-474-5500, ext. 2221



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

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



Farmington's 16th Annual Patriot Day Ceremony
Monday September 11, 2017 6:00pm - approx. 7:30pm
Location: Walter Sundquist Pavilion at Riley Park
Downtown Farmington Center

Groves-Walker American Legion Post 346, along with the cities of Farmington and Farmington Hills, present our **16th Annual Patriot Day Ceremony** to honor the memory of the nearly three thousand citizens and first responders who died in the September 11, 2001 terrorist attacks on the World Trade Center in New York.

We are also honored to recognize our own local heroes who serve our community every day.

We encourage the community to attend and show their support.

During the ceremony Officer of the Year honors will be presented to Police Officers, Public Safety Officers and Fire Fighters from Farmington and Farmington Hills.

Light refreshments will follow the ceremony.

Minimal seating available, please bring your lawn chairs.



Andy Machcinski, Jr. Vice Commander Post 346
Virginia Morris, Miss Farmington Committee

Groves-Walker American Legion Post 346
31775 Grand River Ave. Farmington, MI 48336

248-478-9174 GrovesWalkerPost346@gmail.com www.americanlegionpost346.org



Farmington City Council Staff Report	Council Meeting Date: August 21, 2017	Item Number 8B
Submitted by: David Murphy		
Agenda Topic Consideration to exercise options to complete the purchase of properties located at 33425 Grand River and 33107 Thomas Street		
<p>Proposed Motion: Move to authorize the completion of the purchase process for the two properties that the City currently has under option, located at 33425 Grand River and 33107 Thomas Street, and to instruct the City Manager and City Attorney to undertake the necessary actions to close on the properties.</p>		
<p>Background: The City Council approved the signing of options to purchase these two properties 2015. The purchase price for the property at 33425 Grand River was \$259,000 and for 33107 Thomas Street was \$200,000. The cost of an option for one year was 10% of the purchase price, or \$25,900 and \$20,000, respectively. The City Council approved extending its option to purchase both properties on September 6, 2016. At that time, another 10% was required to be paid for the extension.</p> <p>The extensions are now due to expire in September and October. The City has now paid to each of the property owners 20% of the purchase price. Administration recommends that, given that investment, the City Council should complete the two purchases and authorize the City Manager and City Attorney to notify the property owners that the City will be exercising the options and then to take all necessary actions to complete the closings on the properties.</p> <p>The City determined to secure these options to purchase in the context of the redevelopment of the Maxfield Training Center site. The plans for that development are not yet complete, and the City right now has no specific plans for the parcels being acquired. The acquisition of these two parcels is intended to give the City maximum flexibility as it considers the redevelopment of the Maxfield site. Pending that determination, the City will continue to maintain the properties, and any change in their status will need to be decided by the Council at a future date.</p>		
<p>Materials:</p>		

Farmington City Council Agenda Item	Council Meeting Date: August 21, 2017	Item Number 8C
Submitted by: Frank J. Demers, Public Safety Director		
<u>Agenda Topic</u> Request Appropriation of Funds for Public Safety Department Ladder Truck		
<u>Proposed Motion</u> (1) Approve appropriation of \$9,000 for a refundable deposit on the purchase of the 1999 Spartan LTI Ladder Truck identified by the Public Safety Department, subject to final approval of a purchase agreement by the City Council following inspection; and (2) Authorization, if that purchase does not occur, of an up to 10% refundable deposit on another available ladder truck to be identified by the Department, subject to approval by the City Manager, and also subject to final approval of a purchase agreement by the City Council following inspection.		
<u>Background</u> The public safety department is seeking City Council approval for the purchase of a 1999 Spartan LTI 75' Aerial truck to replace the department aging ladder truck. The 1999 Spartan has been posted for sale by the City of Decorah, Iowa. Director Demers and Decorah City Manager, Chad Bird, have agreed on a refundable deposit of \$9,000 to hold the truck while the Public Safety Department conducts its due diligence to inspect the truck to ensure that it is suitable for service. Assuming the truck is deemed suitable for purchase, the Public Safety Department will return to City Council for approval to purchase the truck. In the event this truck fails to meet expectations, the Department is seeking authorization from City Council for an up to 10% refundable deposit on another truck subject to City Manager review and approval in order to avoid losing a potential purchase opportunity.		
<u>Materials Attached</u> -NONE-		
Agenda Review		
Department Head	Finance/Treasurer	City Attorney
		City Manager

**Farmington City Council
Staff Report**

**Council Meeting
Date:** August 21, 2017

**Item
Number
8D**

Submitted by: David Murphy, City Manager

Agenda Topic Consideration to Adopt a Resolution to Amend Water and Sewer Rates Effective July 1, 2017

Proposed Motion: Move to adopt a resolution amending Chapter 11 of the City Fee Schedule, as presented, which amends the water and sewer rates, effective July 1, 2017.

Background:

The Great Lakes Water Authority (GLWA) increased the rates it charges the City of Farmington by 2.78% for Water and 3.94% for Sewer. The proposed amendment to the fee schedule increases the rates Farmington charges to its customers by a slightly smaller percentage – 2.75% for Water and 3.75% for Sewer. It should be noted that the budget anticipated a higher increase from GLWA and a higher increase for customers. Subsequent to the approval of the budget, the GLWA notified the City of smaller rate increases and these savings will be passed on to the City's customers.

The rates will change as follows:

	Rates Effective 7/1/17	Rates Effective 7/1/16
Water Consumption Charge (per 1,000 gallons)	\$5.30	\$5.16
Water Fixed Charge (per quarter)	\$31.07	\$30.24
Sewer Consumption Charge (per 1,000 gallons)	\$6.80	\$6.55
Sewer Fixed Charge (per quarter)	\$37.08	\$35.74

For a resident with a family of 4 that uses 20,000 gallons per quarter, they will see an increase of \$9.97 per quarter.

City Administration is recommending that the City Council adopt the attached resolution amending Chapter 11 of the City Fee Schedule, as presented. This resolution amends the water and sewer rates, effective July 1, 2017. Customer bills would not increase until the September utility bill.

Materials:

Resolution to Amend Water and Sewer Rates
Chapter 11 of Fee Schedule

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

RESOLUTION NO.

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE WATER AND SEWER RATES, QUARTERLY GREAT LAKES WATER AUTHORITY (GLWA) FIXED WATER AND SEWER CHARGES, AND QUARTERLY INDUSTRIAL WASTE CHARGES AND INDUSTRIAL SURCHARGES, EFFECTIVE JULY 1, 2017.

Motion by _____, seconded by _____, to adopt the following resolution:

WHEREAS, the City received notification from the GLWA and Oakland County regarding proposed increased rates that will be charged for wastewater treatment and potable water that will impact the Fiscal Year 2017-18 Water and Sewer Fund Budget; and

WHEREAS, the increase in wastewater treatment rates will be 3.75% and the increase in water rates will be 2.75% for the Fiscal Year 2017-18; and

WHEREAS, the City received notification from the GLWA and Oakland County regarding the increased rates associated with the Industrial Waste Charges and Industrial Surcharges; and

WHEREAS, the City Manager's Proposed Fiscal Year 2017-18 Budget addressed the need to increase the water and sewer rates, the quarterly GLWA Fixed Water and Sewer Charges, and the quarterly Industrial Waste Charges and Industrial Surcharges in order to maintain the existing level of services and financial integrity of the Water and Sewer Fund.

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby amends the City Fee Schedule, Chapter 11 – Water and Sewer Rates, effective July 1, 2017 as attached and made part of this resolution:

Chapter 11, Water and Sewer Rates

RESOLUTION NO.

Page 2

ROLL CALL

Ayes:

Nays: None.

Absent: None.

RESOLUTION DECLARED ADOPTED.

I, Susan K. Halberstadt, 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 on Monday, August 21, 2017, in the City of Farmington, Oakland County, Michigan.

CITY OF FARMINGTON

Susan K. Halberstadt, City Clerk

CHAPTER 11

WATER AND SEWER RATES, FEES AND CHARGES

SECTION 1 – FARMINGTON METERED USERS

Water Consumption Charge	\$ 5.30 per 1,000 gallons of water used
GLWA Fixed Water Charge	\$31.07 per premise served, quarterly
Sewer Commodity Charge	\$ 6.80 per 1,000 gallons of water used
GLWA Fixed Sewer Charge	\$37.08 per premise served, quarterly

SECTION 2 – WHOLESALE AND OUTSIDE CUSTOMER WATER RATES

Farmington System to Other Systems	\$18.85 per thousand cubic feet
Farmington to Outside Customers	\$ 5.30 per 1,000 gallons of water used plus \$31.07 per premise served, quarterly
Farmington Evergreen System to Other system	\$19.28 per thousand cubic feet

SECTION 3 – WHOLESALE AND OUTSIDE CUSTOMER SEWER RATES

Farmington District to Other systems (wholesale)	\$56.28 per thousand cubic feet
Farmington Evergreen System to Other system (wholesale)	\$21.59 per thousand cubic feet
Farmington Evergreen District to Outside Customer	\$ 6.80 per 1,000 gallons of water used plus \$37.08 per premise served, quarterly

Note: The \$31.07 GLWA Fixed Water Charge and \$37.08 GLWA Fixed Sewer Charge will be assessed quarterly unless the account is closed and/or the meter removed.

SECTION 4 – CONNECTION FEES

Residential Water	\$1,200.00	RESOLUTION 04-17-016
Sewer	\$1,500.00	
Non-residential Water	Based on unit factor water consumption schedule published by Oakland County times the residential rate.	
Water	Based on unit factor water consumption schedule published by Oakland County times the residential rate.	

Effective 7/01/17
Amended 8/21/17

SECTION 5 - WATER TAP-INS

5/8 to 1 in. water tap & meter set	\$1,050.00
1 ½ in water tap & meter set	\$1,450.00
2 in. water tap & meter set	\$2,800.00
Other size taps	Time & Material plus 20%

Meter replacements are at cost including labor, equipment and materials.

SECTION 6 – SEWER TAP-INS

Time & material plus 20%

SECTION 7 – METER REMOVAL

\$55.00 (Includes reinstallation of same meter)

SECTION 8 – METER TESTING

Up to 1 in.	\$100.00
1 inc and over	Cost + 10%

SECTION 9 – HYDRANT USE

Permit	\$30.00
Deposit	\$100.00
Water Consumption Charge	\$5.30 per 1,000 gals
GLWA Fixed Water Charge	\$1.36 per 1,000 gals plus 20% special handling & processing

SECTION 10 – CONSTRUCTION WATER

Residential	\$150.00/month
Commercial	\$200.00/month

SECTION 11 – POOL FILLINGS

Hydrant meter, host (pick-up & delivery)	\$300.00
*Water-usage	\$5.30 per 1,000 gals plus 20% special handling & processing

Effective 7/01/17
Amended 8/21/17

SECTION 12 – UNMETERED WATER AND SEWER USAGE

In the event metering of water usage and/or sewage disposal is not feasible, the Director of the Department of Public works shall estimate, based on city and county usage date, the amount of water and/or sewer usage to charge un-metered users of the system.

SECTION 13 – PENALTY ON DELINQUENT ACCOUNTS

10%

***SECTION 14 – WATER TURN-ON**

\$50.00 (\$200.00 if after regular hours)

SECTION 15 – ACCOUNT SET UP FEE

\$20.00

SECTION 16 – TRANSFER OF DELINQUENT ACCOUNTS TO TAX ROLL

10% OF AMOUNT DUE, MINIMUM
\$50.00

SECTION 17 – BAD CHECK CHARGE

\$35.00

***SECTION 18 – IWC CHARGES & INDUSTRIAL SURCHARGES**

INDUSTRIAL WASTE CONTROL CHARGE

<u>Meter Size</u>	<u>Quarterly Charge</u>
5/8"	\$ 17.04
3/4"	\$ 25.56
1"	\$ 42.60
1 1/2"	\$ 93.72
2"	\$ 136.32
3"	\$ 247.08
4"	\$ 340.80
6"	\$ 511.20
8"	\$ 852.00
10"	\$1,192.80
12"	\$1,363.20
14"	\$1,704.00
16"	\$2,044.80
18"	\$2,385.60

Effective 7/01/17
Amended 8/21/17

INDUSTRIAL SURCHARGE RATES, PER EXCESS POUND

	RATE
1. Biochemical Oxygen Demand (BOD) In excess of 275 mg/per liter	\$0.487
2. Total suspended Solids (TSS) In excess of 350 mg/per liter	\$0.494
3. Phosphorus (P) In excess of 12 mg/per liter	\$7.282
4. Fats, Oils & Grease (FOG) In excess of 100 mg/per liter	\$0.469

SECTION 19 – RULES AND REGULATIONS

1. BILLING:

Charges for water service and sewage disposal service shall be billed in the months of March, June, September and December of each year and such charges shall become due on the fifteenth day of the following April, July, October and January, respectively. The charge for water usage and sewage disposal may be billed as a combined charge per unit of usage. If such charges are not paid on or before such due date or within the grace period of seven days, then a penalty of ten (10) percent shall be added thereto, unless such penalty is waived by the City Treasurer for extenuating circumstances. In no case shall the penalty be waived more than once in any five-year period.

The following rules and regulations pertain to the use of hydrants by contractors:

1. Permit Requests for Hydrant Use shall be in writing and signed by the user.
2. Permits shall be issued by the Water and Sewer Department for the use of hydrants and the permit fee is nonrefundable.
3. A security deposit shall be required which may be refunded, provided that no damage occurs to the hydrant and that all charges for water used have been paid.
4. User will be charged on a monthly basis for water used. Water use shall be estimated by the Department of Water and Sewer.
5. The monthly charge shall be based on the water rate as approved by City Council.
6. All permits must be approved for location and time of use by the Department of Public Safety.

Effective 7/1/17, Amended 8/21/17

2. COLLECTION:

The charges for water service and sewage disposal service, which, under the provisions of Act No. 94 of the Public Acts of Michigan of 1933 (MCL 141.101 et seq., MSA 5.2731 et seq.), as amended, are made a lien on the premises to which furnished, are hereby recognized to constitute such lien; and the Director of Public Services of the department shall, annually, on May first, certify all unpaid charges for such services furnished to any premises to the City Assessor who shall place the same on the next tax roll of the city. Such charges so assessed shall be collected in the same manner as general city taxes. In addition to such charges the property owner shall be assessed an administrative charge of 10% of the amount owing with a minimum of fifty dollars (\$50.00). In cases where the city is properly notified in accordance with Act 94 of 1933, that a tenant is responsible for water or sewage disposal service charges, no such service shall be provided or continued to such premises until there has been deposited with the Department of Public Services, a sum sufficient to cover two (2) times the average quarterly bill for such premises as estimated by the Director of Public Services, such deposit to be in no case less than fifty dollars (\$50.00). Where the water service to any premises is turned off to enforce the payment of water service charges or sewage disposal service charges, the water service shall not be reinstated until all delinquent charges have been paid and a deposit as in the case of tenants is made, and there shall be a water turn-on charge of two hundred dollars (\$200.00) unless the turn-on is made during normal working hours, in which case the charge will be fifty dollars (\$50.00). In any other case where, in the discretion of the Director of Public Services, the collection of charges for water or sewage disposal service may be difficult or uncertain, the Director of Public Services may require a similar deposit. Such deposits may be applied against any delinquent water or sewage disposal service charges and the application thereof shall not affect the right of the Department of Public Services to turn off the water service and/or sewer service, to any premises for any delinquency thereby satisfied. No such deposit shall bear interest and such deposit, or any remaining balance thereof, shall be returned to the customer making the same when he shall discontinue receiving water and sewage disposal service or, except as to tenants as to whom notice of responsibility for such charges has been filed with the city, when any eight (8) consecutive quarterly bills shall have been paid by the customer with no delinquency.

Water and/or sewage disposal service to non-residential premises will be turned off if the payment of water service charges and/or sewage disposal service charges become delinquent and a payment plan for the delinquent charges has not been requested by the property owner and approved by the City Manager. Service will not be reinstated until all delinquent charges have been paid.

Amended 6/4/07 Effective 7/1/07

SECTION 20 – EXHIBIT A
COMPONENTS OF CHARGES FOR WHOLESALE AND/OR OUTSIDE WATER
USERS:
WATER ONLY

<u>Farmington System</u>	<u>Wholesale</u>
GLWA Consumption Rate	\$8.27 MCF
GLWA Fixed Water Charge	10.15 MCF
Transportation	<u>.43 MCF</u>
	\$18.85 MCF
	<u>Direct Service</u>
City Rate	\$ 5.30 per 1,000 gallons of water used
GLWA Fixed Water Charge	\$31.07 per bill
<u>Farmington-Evergreen Arm</u>	<u>Wholesale</u>
GLWA Consumption Rate	\$8.27 MCF
GLWA Fixed Water Charge	10.15 MCF
Oakland/Farmington Hills Transportation	.43 MCF
Farmington Transportation	<u>.43 MCF</u>
	\$19.28 MCF

COMPONENTS OF CHARGES FOR WHOLESALE AND/OR OUTSIDE SEWER
USERS:

SEWER ONLY

<u>Farmington System</u>	<u>Wholesale</u>
GLWA Fixed Sewer Charge	\$27.46 MCF
Farmington System Cost O & M	<u>28.82 MCF</u>
Total City Wholesale Rate:	\$56.28 MCF
<u>Farmington Evergreen System</u>	
Farmington Rate	\$24.12 MCF
	<u>Direct Service</u>
City Rate	\$6.80 per 1,000 gallons of water used
GLWA Fixed Sewer Charge	\$37.08 per bill

Effective 7/1/17
Amended 8/21/17

Farmington City Council Agenda Item	Council Meeting Date: August 21, 2017	Item Number 8E	
Submitted by Charles Eudy, Superintendent			
Agenda Topic Consideration to Approve Construction Estimate No.2 for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance project.			
Proposed Motion Move to Approve Construction Estimate No.2 for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance project to Pro-Line Asphalt Paving Corporation, located at 11797 29 Mile Road Washington Twp., MI 48095 in the amount of \$88,218.26.			
<p>Background At the April 3, 2017 meeting City Council approved the bid from Pro-Line Asphalt Paving Corporation, located at 11797 29 Mile Road Washington Twp., MI 48095 for the 2017 Farmington HMA (Asphalt) Maintenance Project in the amount of \$421,396.20, and include a \$41,603.80 contingency budget (approximately 10%) for a total construction budget of \$465,000.</p> <p>Construction Estimate No.2 for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance project to Pro-Line Asphalt Paving Corporation, located at 11797 29 Mile Road Washington Twp., MI 48095 in the amount of \$88,216.25 with \$21,069.81 held as retainage. Total earnings to date is \$291,141.73 of this contract.</p> <p>This project consist of 5 divisions: Division A: Heritage Division B: Cloverdale Division C: Prospect Division D: Hayden Division E: Warner</p> <p>This Construction estimate includes work completed through July 31, 2017. At that time Cloverdale, Hayden, and Warner Prospect and Heritage Streets have been resurfaced and restoration is complete. OHM and Administrative staff are reviewing final punch list items. Although work has been completed, this is not a final Construction Estimate.</p>			
Materials Attached OHM Recommendation of Payment No.2			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager



August 11, 2017

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

Regarding: 2017 Farmington HMA Maintenance
OHM Job No. 0111-17-0010
Payment Application No.2

Dear Mr. Eudy:

Enclosed are Payment Application No.2 and a Contractor's Declaration for the referenced project.

Pro-Line Asphalt Paving Corporation. has completed the work shown on the attached payment application for the period ending July 20, 2017 and we would recommend payment to the Contractor in the amount of **\$88,218.26**

Sincerely,
OHM Advisors

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

Matt Parks, P.E.
Project Manager

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

P:\0101_0125\0111170010_2017_Farmington_Rd_HMA_Maint_Construction\Pay_App_CO\Pay_Apps\No 2\2017 Farmington HMA Maint_Pay_App2.docx

OHM Advisors

34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

PAYMENT APPLICATION



Project: City of Farmington - 2017 Farmington Roads HMA Maintenance

Job Number: 0111-17-0011
Number: 2

Period End Date: 7/20/2017
Status: Approved
Contract Start Date: 4/24/2017
Contract End Date: 6/30/2017
Contract Duration: 67
Print Date: 8/11/2017

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

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

SCHEDULE On
STATUS:
NOTE:

Original Contract Amount:	\$421,396.20	Earnings This Period:	\$88,218.26
Change Orders Amount:	\$0.00	Earnings To Date:	\$312,211.54
Current Contract Amount:	\$421,396.20	Previous Retainage Amount:	\$21,069.81
		Retainage This Period:	\$0.00
		Less Total Retained To Date:	\$21,069.81
		Net Earned:	\$291,141.73
		Previous Earnings:	\$202,923.47
		Amount Due Contractor:	\$88,218.26

Retainage: 5 % of Contract Including Previous Change Orders Amount
Approved By

Reviewed By

Chuck Eudy - Public Works Superintendent - City of Farmington
Matt Parks, Principal

Digitally signed by Matthew D Parks
DN: cn=Matthew D Parks, o=OHM Advisers, ou=OHM Advisers, email=matparks@ohm-advisers.com, postalCode=48112, serialNumber=2017.08.11.12:12:19-0100

Matthew D Parks
Date: 8/11/17

OHM Advisers
34000 Plymouth Road
Livonia, MI 48150

(734) 522-6711

OHM-Advisers.com

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: B - Division II: Cloverdale									
16	Mobilization, Max. 5%, Div. II	1.00 Ls	1.00	\$3,000.00	0.00	0.00	\$0.00	1.00	\$3,000.00
17	Traffic Maintenance and Control, Div. II	1.00 Ls	1.00	\$2,766.25	0.00	0.00	\$0.00	1.00	\$2,766.25
18	Audio Video Route Survey, Div. II	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
19	Erosion Control, Inlet Protection, Fabric Drop	1.00 Each	1.00	\$86.52	0.00	0.00	\$0.00	0.00	\$0.00
20	Pavement Joint and Crack Repair, Det 7	840.00 Foot	840.00	\$4.94	0.00	0.00	\$0.00	293.00	\$1,447.42
21	Remove Concrete Curb and Gutter	52.00 Foot	52.00	\$21.00	0.00	0.00	\$0.00	132.20	\$2,776.20
22	Cold Milling HMA Surface	1220.00 Square Yard	1220.00	\$4.20	0.00	0.00	\$0.00	1338.00	\$5,619.60
23	Remove Pavement	100.00 Square Yard	100.00	\$27.81	0.00	0.00	\$0.00	128.00	\$3,559.68
24	Remove Sidewalk	74.00 Square Yard	74.00	\$17.29	0.00	0.00	\$0.00	59.00	\$1,020.11
25	Underdrain, Subgrade, 6 inch	50.00 Foot	50.00	\$34.31	0.00	0.00	\$0.00	19.00	\$651.89
26	Maintenance Aggregate, 21AA	25.00 Ton	25.00	\$60.91	0.00	0.00	\$0.00	0.00	\$0.00
27	HMA, 13A	235.00 Ton	235.00	\$90.91	9.82	0.00	\$892.74	124.82	\$11,347.39
28	Hand Patching	20.00 Ton	20.00	\$157.65	0.00	0.00	\$0.00	5.09	\$802.44
29	Concrete Curb and Gutter, Det F4	52.00 Foot	52.00	\$26.37	15.00	0.00	\$395.55	147.20	\$3,881.66
30	Concrete, Nonreinf, 8 inch	100.00 Square Yard	100.00	\$50.35	0.00	0.00	\$0.00	128.00	\$6,444.80
31	Sidewalk Ramp, Conc, 6 inch	100.00 Square Feet	100.00	\$5.75	0.00	0.00	\$0.00	172.30	\$990.73
32	Sidewalk, Conc, 4 inch	607.00 Square Feet	607.00	\$4.80	0.00	0.00	\$0.00	487.60	\$2,340.48
33	Detectable Warning Surface	23.00 Foot	23.00	\$33.57	0.00	0.00	\$0.00	23.00	\$772.11
34	Adjust Drainage/Utility Structure	1.00 Each	1.00	\$627.54	0.00	0.00	\$0.00	0.00	\$0.00
35	Adjust Drainage/Utility Structure, Additional Depth	1.00 Foot	1.00	\$289.79	0.00	0.00	\$0.00	0.00	\$0.00
36	Turf Establishment, Div. II	3.50 Sta	3.50	\$153.44	1.75	0.00	\$268.52	1.75	\$268.52
B - Division II: Cloverdale Sub-Total:							\$1,556.81		\$48,216.73
Retainage							\$0.00		
Division: C - Division III: Prospect									
37	Mobilization, Max. 5%, Div. III	1.00 Ls	1.00	\$3,500.00	1.00	0.00	\$3,500.00	1.00	\$3,500.00
38	Traffic Maintenance and Control, Div. III	1.00 Ls	1.00	\$2,603.74	0.50	0.00	\$1,301.87	1.00	\$2,603.74
39	Audio Video Route Survey, Div. III	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
40	Erosion Control, Inlet Protection, Fabric Drop	5.00 Each	5.00	\$86.52	0.00	0.00	\$0.00	5.00	\$432.60
41	Remove Concrete Curb and Gutter	42.00 Foot	42.00	\$24.44	0.00	0.00	\$0.00	88.50	\$2,162.94
42	Cold Milling HMA Surface	1678.00 Square Yard	1678.00	\$5.78	1494.12	0.00	\$8,636.01	1494.12	\$8,636.01
43	Remove Sidewalk	59.00 Square Yard	59.00	\$18.14	0.00	0.00	\$0.00	53.90	\$977.75
44	Underdrain, Subgrade, 6 inch	50.00 Foot	50.00	\$34.31	0.00	0.00	\$0.00	0.00	\$0.00
45	Machine Grading	5.25 Sta	5.25	\$590.89	0.00	0.00	\$0.00	0.00	\$0.00
46	Subgrade Undercutting, Type II Mod	100.00 Cubic Yard	100.00	\$53.13	0.00	0.00	\$0.00	0.00	\$0.00
47	Maintenance Aggregate, 21AA	20.00 Ton	20.00	\$60.91	0.00	0.00	\$0.00	0.00	\$0.00

(734) 522-6711

OHM-Advisors.com

City of Farmington - 2017 Farmington Roads HMA Maintenance

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
48	HMA, 13A	470.00 Ton	470.00	\$82.78	398.17	0.00	\$32,960.51	398.17	\$32,960.51
49	Concrete Curb and Gutter, Det F4	42.00 Foot	42.00	\$26.37	0.00	0.00	\$0.00	88.50	\$2,333.75
50	Sidewalk Ramp, Conc, 6 inch	100.00 Square Feet	100.00	\$5.75	0.00	0.00	\$0.00	243.00	\$1,397.25
51	Sidewalk, Conc, 4 inch	431.00 Square Feet	431.00	\$4.80	0.00	0.00	\$0.00	485.00	\$2,328.00
52	Detectable Warning Surface	20.00 Foot	20.00	\$33.57	0.00	0.00	\$0.00	20.00	\$671.40
53	Adjust Drainage/Utility Structure	1.00 Each	1.00	\$627.54	0.00	0.00	\$0.00	1.25	\$784.43
54	Turf Establishment, Div. III	5.25 Sta	5.25	\$153.44	2.63	0.00	\$403.55	2.63	\$403.55
C - Division III: Prospect Sub-Total:							\$46,801.94		\$59,719.38
Retainage							\$0.00		
Division: A - Division I: Heritage									
1	Mobilization, Max. 5%, Div. I	1.00 Ls	1.00	\$3,500.00	0.50	0.00	\$1,750.00	1.00	\$3,500.00
2	Traffic Maintenance and Control, Div. I	1.00 Ls	1.00	\$1,792.78	0.50	0.00	\$896.39	1.00	\$1,792.78
3	Audio Video Route Survey, Div. I	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
4	Erosion Control, Inlet Protection, Fabric Drop	11.00 Each	11.00	\$86.52	0.00	0.00	\$0.00	8.00	\$692.16
5	Remove Concrete Curb and Gutter	233.00 Foot	233.00	\$15.73	0.00	0.00	\$0.00	235.00	\$3,696.55
6	Cold Milling HMA Surface	2830.00 Square Yard	2830.00	\$3.12	2680.23	0.00	\$8,362.32	2680.23	\$8,362.32
7	Remove Pavement	34.00 Square Yard	34.00	\$27.36	0.00	0.00	\$0.00	0.00	\$0.00
8	Underdrain, Subgrade, 6 inch	50.00 Foot	50.00	\$34.31	0.00	0.00	\$0.00	0.00	\$0.00
9	Maintenance Aggregate, 21AA	50.00 Ton	50.00	\$38.74	0.00	0.00	\$0.00	5.00	\$193.70
10	HMA, 13A	470.00 Ton	470.00	\$87.37	294.82	0.00	\$25,758.42	294.82	\$25,758.42
11	HMA, 13A (Driveway)	10.00 Ton	10.00	\$223.78	4.00	0.00	\$895.12	4.00	\$895.12
12	Concrete Curb and Gutter, Det D2	233.00 Foot	233.00	\$23.98	0.00	0.00	\$0.00	235.00	\$5,635.30
13	Adjust Drainage/Utility Structure	2.00 Each	2.00	\$627.54	0.00	0.00	\$0.00	3.00	\$1,882.62
14	Adjust Drainage/Utility Structure, Additional Depth	2.00 Foot	2.00	\$289.79	0.00	0.00	\$0.00	0.00	\$0.00
15	Turf Establishment, Div. I	9.50 Sta	9.50	\$153.44	4.75	0.00	\$728.84	4.75	\$728.84
A - Division I: Heritage Sub-Total:							\$38,391.09		\$53,665.27
Retainage							\$0.00		
Division: E - Division V: Warner									
76	Mobilization, Max. 5%, Div. V	1.00 Ls	1.00	\$5,000.00	0.00	0.00	\$0.00	1.00	\$5,000.00
77	Traffic Maintenance and Control, Div. V	1.00 Ls	1.00	\$1,003.50	0.00	0.00	\$0.00	1.00	\$1,003.50
78	Audio Video Route Survey, Div. V	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
79	Erosion Control, Inlet Protection, Fabric Drop	8.00 Each	8.00	\$86.52	0.00	0.00	\$0.00	8.00	\$692.16
80	Pavement Joint and Crack Repair, Det 7	2367.00 Foot	2367.00	\$3.35	0.00	0.00	\$0.00	215.20	\$720.92
81	Remove Concrete Curb and Gutter	40.00 Foot	40.00	\$24.23	0.00	0.00	\$0.00	0.00	\$0.00
82	Cold Milling HMA Surface	3315.00 Square Yard	3315.00	\$3.40	0.00	0.00	\$0.00	3227.00	\$10,971.80
83	Remove Pavement	200.00 Square Yard	200.00	\$23.12	0.00	0.00	\$0.00	303.00	\$7,005.36
84	Underdrain, Subgrade, 6 inch	50.00 Foot	50.00	\$34.31	0.00	0.00	\$0.00	20.00	\$686.20
85	Maintenance Aggregate, 21AA	25.00 Ton	25.00	\$60.91	0.00	0.00	\$0.00	0.00	\$0.00
86	HMA, 13A	640.00 Ton	640.00	\$78.96	0.00	0.00	\$0.00	332.36	\$26,243.15

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
87	Hand Patching	9.00 Ton	9.00	\$182.45	0.00	0.00	\$0.00	2.50	\$456.13
88	Concrete Curb and Gutter, Det F4	40.00 Foot	40.00	\$26.37	0.00	0.00	\$0.00	0.00	\$0.00
89	Concrete, Nonreinf, 8 inch	200.00 Square Yard	200.00	\$50.35	0.00	0.00	\$0.00	303.00	\$15,256.05
90	Adjust Drainage/Utility Structure	1.00 Each	1.00	\$627.54	0.00	0.00	\$0.00	6.52	\$4,091.56
91	Adjust Drainage/Utility Structure, Additional Depth	1.00 Foot	1.00	\$289.79	0.00	0.00	\$0.00	0.00	\$0.00
92	Turf Establishment, Div. V	9.50 Sta	9.50	\$153.44	4.75	0.00	\$728.84	4.75	\$728.84
E - Division V: Warner Sub-Total:									
Retainage									
\$0.00									
Division: D - Division IV: Hayden									
55	Mobilization, Max. 5%, Div. IV	1.00 Ls	1.00	\$5,000.00	0.00	0.00	\$0.00	1.00	\$5,000.00
56	Traffic Maintenance and Control, Div. IV	1.00 Ls	1.00	\$2,698.82	0.00	0.00	\$0.00	1.00	\$2,698.82
57	Audio Video Route Survey, Div. IV	1.00 Ls	1.00	\$527.46	0.00	0.00	\$0.00	1.00	\$527.46
58	Erosion Control, Inlet Protection, Fabric Drop	9.00 Each	9.00	\$86.52	0.00	0.00	\$0.00	8.00	\$692.16
59	Pavement Joint and Crack Repair, Det 7	2432.00 Foot	2432.00	\$3.33	0.00	0.00	\$0.00	416.40	\$1,386.61
60	Remove Concrete Curb and Gutter	64.00 Foot	64.00	\$20.10	0.00	0.00	\$0.00	91.50	\$1,839.15
61	Cold Milling HMA Surface	3446.00 Square Yard	3446.00	\$2.77	0.00	0.00	\$0.00	3386.00	\$9,379.22
62	Remove Pavement	200.00 Square Yard	200.00	\$23.12	0.00	0.00	\$0.00	272.20	\$6,293.26
63	Remove Sidewalk	59.00 Square Yard	59.00	\$18.79	0.00	0.00	\$0.00	54.20	\$1,018.42
64	Underdrain, Subgrade, 6 inch	50.00 Foot	50.00	\$34.31	0.00	0.00	\$0.00	19.00	\$651.89
65	Maintenance Aggregate, 21AA	25.00 Ton	25.00	\$60.91	0.00	0.00	\$0.00	0.00	\$0.00
66	HMA, 13A	670.00 Ton	670.00	\$78.90	0.00	0.00	\$0.00	300.00	\$23,670.00
67	Hand Patching	9.00 Ton	9.00	\$182.45	0.00	0.00	\$0.00	2.50	\$456.13
68	Concrete Curb and Gutter, Det F4	64.00 Foot	64.00	\$26.37	0.00	0.00	\$0.00	91.50	\$2,412.86
69	Concrete, Nonreinf, 8 inch	200.00 Square Yard	200.00	\$50.35	0.00	0.00	\$0.00	272.20	\$13,705.27
70	Sidewalk Ramp, Conc, 6 inch	100.00 Square Feet	100.00	\$5.75	0.00	0.00	\$0.00	183.35	\$1,054.26
71	Sidewalk, Conc, 4 inch	434.00 Square Feet	434.00	\$4.80	0.00	0.00	\$0.00	285.50	\$1,370.40
72	Detectable Warning Surface	20.00 Foot	20.00	\$33.57	0.00	0.00	\$0.00	15.00	\$503.55
73	Adjust Drainage/Utility Structure	1.00 Each	1.00	\$627.54	0.00	0.00	\$0.00	6.10	\$3,827.99
74	Adjust Drainage/Utility Structure, Additional Depth	1.00 Foot	1.00	\$289.79	0.00	0.00	\$0.00	0.00	\$0.00
75	Turf Establishment, Div. IV	9.63 Sta	9.63	\$153.44	4.82	0.00	\$739.58	4.82	\$739.58
D - Division IV: Hayden Sub-Total:									
Retainage									
\$0.00									

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period June 13, 2017 to July 20 A.D., 2017 performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from 0111-17-0010 executed between myself and the City, and in the Change Orders for work issued by the City in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There ^{IS} ~~(is) / (is not)~~ an itemized statement attached.

Date: 8/7/17

Pro-Line Asphalt Paving Corp
Contractor


By

Matthew Jones, Vice President

Title



11797 29 Mile Road
Washington, MI 48095

PRO-LINE ASPHALT

**PAYMENT SCHEDULE
CERTIFICATE NO 2**

JOB NAME City of Farmington
JOB NO. FARM-17-005

Period Through 7/20/17
Date 7/21/17

PROJECT: Farmington 2017 Roads HMA Maintenance

ITEM NO	ITEM OF WORK	UNIT	EST QUANTITY	UNIT PRICE	PLA TOTAL QTY TO DATE	FARM TOTAL QTY TO DATE	PLA TOTAL AMOUNT TO DATE	FARM TOTAL AMOUNT TO DATE (Not Inc W/H)	C / U
Division 1 I - Heritage									
1	Mobilization, Max 5%, Div I	LS	1	\$ 3,500.00	1.00	1.00	\$ 3,500.00	\$ 3,500.00	0
2	Traffic Maintenance and Control, Div I	LS	1	\$ 1,792.78	1.00	1.00	\$ 1,792.78	\$ 1,792.78	0
3	Audio Video Route Survey, Div I	LS	1	\$ 527.48	1.00	1.00	\$ 527.48	\$ 527.48	0
4	Erosion Control, Inlet Protection, Fabric Drop	EA	11	\$ 86.52	24.00	8.00	\$ 2,076.48	\$ 692.16	-16
5	Remove Concrete Curb and Gutter	LF	233	\$ 15.73	240.00	235.00	\$ 3,775.20	\$ 3,696.55	-5
6	Cold Milling HMA Surface	SY	2630	\$ 3.12	2,600.23	2,600.23	\$ 8,362.32	\$ 8,362.32	0
7	Remove Pavement	SY	34	\$ 27.36	-	-	\$ -	\$ -	0
8	Underdrain, Subgrade, 6 Inch	LF	50	\$ 34.31	-	-	\$ -	\$ -	0
9	Maintenance Aggregate, 21AA	TON	60	\$ 38.74	5.00	5.00	\$ 193.70	\$ 193.70	0
10	HMA, 13A	TON	470	\$ 87.37	294.82	294.82	\$ 25,758.42	\$ 25,758.42	0
11	HMA, 13A Driveway	TON	10	\$ 223.78	4.00	4.00	\$ 895.12	\$ 895.12	0
12	Concrete Curb and Gutter, Det D2	LF	233	\$ 23.89	235.00	235.00	\$ 5,615.30	\$ 5,615.30	0
13	Adjust Drainage / Utility Structure	EA	2	\$ 627.54	3.00	3.00	\$ 1,882.62	\$ 1,882.62	0
14	Adjust Drainage / Utility Structure, Additional Depth	VF	2	\$ 289.70	-	-	\$ -	\$ -	0
15	Turf Reinforcement, Div I	BT	6.5	\$ 153.44	4.75	4.75	\$ 728.84	\$ 728.84	0
Division 2 - Cloverdale									
16	Mobilization, Max 5%, Div II	LS	1	\$ 3,000.00	1.00	1.00	\$ 3,000.00	\$ 3,000.00	0
17	Traffic Maintenance and Control, Div II	LS	1	\$ 2,766.25	1.00	1.00	\$ 2,766.25	\$ 2,766.25	0
18	Audio Video Route Survey, Div II	LS	1	\$ 527.48	1.00	1.00	\$ 527.48	\$ 527.48	0
19	Erosion Control, Inlet Protection, Fabric Drop	EA	1	\$ 86.52	-	-	\$ -	\$ -	0
20	Pavement Joint and Crack Repair, Det 7	LF	840	\$ 4.94	293.00	293.00	\$ 1,447.42	\$ 1,447.42	0
21	Remove Concrete Curb and Gutter	LF	52	\$ 21.00	132.20	132.20	\$ 2,776.20	\$ 2,776.20	0
22	Cold Milling HMA Surface	SY	1220	\$ 4.20	1,338.00	1,338.00	\$ 5,619.60	\$ 5,619.60	0
23	Remove Pavement	SY	100	\$ 27.81	132.00	128.00	\$ 3,670.92	\$ 3,559.88	-4
24	Remove Sidewalk	SY	74	\$ 17.29	81.94	59.00	\$ 1,070.94	\$ 1,020.11	-294
25	Underdrain, Subgrade, 6 Inch	LF	50	\$ 34.31	58.29	19.00	\$ 1,999.93	\$ 651.89	-39.29
26	Maintenance Aggregate, 21AA	TON	25	\$ 60.91	-	-	\$ -	\$ -	0
27	HMA, 13A	TON	235	\$ 90.91	124.82	124.82	\$ 11,347.39	\$ 11,347.39	0
28	Hand Patching	TON	20	\$ 157.85	11.05	5.09	\$ 1,742.03	\$ 802.44	-8.90
29	Concrete Curb and Gutter, Det D4	LF	52	\$ 26.37	147.20	147.20	\$ 3,881.68	\$ 3,881.68	0
30	Concrete, Non-slab, 8 Inch	SY	100	\$ 50.36	128.00	128.00	\$ 6,446.80	\$ 6,446.80	0
31	Sidewalk Ramp, Conc, 6 Inch	SF	100	\$ 5.75	172.30	172.30	\$ 990.73	\$ 990.73	0
32	Sidewalk, Conc, 4 Inch	SF	607	\$ 4.80	487.80	487.80	\$ 2,340.48	\$ 2,340.48	0
33	Detectable Warning Surface	LF	23	\$ 33.57	23.00	23.00	\$ 772.11	\$ 772.11	0
34	Adjust Drainage / Utility Structure	EA	1	\$ 627.54	-	-	\$ -	\$ -	0
35	Adjust Drainage / Utility Structure, Additional Depth	VF	1	\$ 289.70	-	-	\$ -	\$ -	0
36	Turf Reinforcement, Div 2	BT	3.5	\$ 153.44	1.75	1.75	\$ 268.52	\$ 268.52	0
Division 3 - Prospect									
37	Mobilization, Max 5%, Div III	LS	1	\$ 3,500.00	1.00	1.00	\$ 3,500.00	\$ 3,500.00	0
38	Traffic Maintenance and Control, Div III	LS	1	\$ 2,603.74	1.00	1.00	\$ 2,603.74	\$ 2,603.74	0
39	Audio Video Route Survey, Div III	LS	1	\$ 527.48	1.00	1.00	\$ 527.48	\$ 527.48	0
40	Erosion Control, Inlet Protection, Fabric Drop	EA	5	\$ 86.52	5.00	5.00	\$ 432.60	\$ 432.60	0
41	Remove Concrete Curb and Gutter	LF	42	\$ 24.44	94.00	88.50	\$ 2,297.38	\$ 2,182.94	-5.5
42	Cold Milling HMA Surface	SY	1878	\$ 5.78	1,494.12	1,494.12	\$ 8,636.01	\$ 8,636.01	0
43	Remove Sidewalk	SY	59	\$ 18.14	80.88	63.90	\$ 1,481.18	\$ 977.75	-28.65
44	Underdrain, Subgrade, 6 Inch	LF	60	\$ 34.31	-	-	\$ -	\$ -	0
45	Machine Grading	ST	5.25	\$ 580.89	-	-	\$ -	\$ -	0
46	Subgrade Undercutting, Type II, Mod	CY	100	\$ 53.13	-	-	\$ -	\$ -	0
47	Maintenance Aggregate, 21AA	TON	20	\$ 80.91	-	-	\$ -	\$ -	0
48	HMA, 13A	TON	470	\$ 82.78	398.98	398.17	\$ 33,028.39	\$ 32,960.81	-0.82
49	Concrete Curb and Gutter, Det F4	LF	42	\$ 26.37	88.50	88.50	\$ 2,333.75	\$ 2,333.75	0
50	Sidewalk Ramp, Conc, 6 Inch	SF	180	\$ 5.75	243.00	243.00	\$ 1,397.25	\$ 1,397.25	0
51	Sidewalk, Conc, 4 Inch	SF	431	\$ 4.80	485.00	485.00	\$ 2,328.00	\$ 2,328.00	0
52	Detectable Warning Surface	LF	29	\$ 33.57	20.00	20.00	\$ 671.40	\$ 671.40	0
53	Adjust Drainage / Utility Structure	EA	1	\$ 627.54	1.25	1.25	\$ 784.43	\$ 784.43	0
54	Turf Reinforcement, Div III	BT	5.25	\$ 153.44	2.83	2.83	\$ 433.55	\$ 433.55	0
Division IV - Hayden									
55	Mobilization Max 5% Div IV	LS	1	\$ 5,000.00	1.00	1.00	\$ 5,000.00	\$ 5,000.00	0
56	Traffic Maintenance and Control, Div IV	LS	1	\$ 2,898.82	1.00	1.00	\$ 2,898.82	\$ 2,898.82	0
57	Audio Video Route Survey, Div IV	LS	1	\$ 527.48	1.00	1.00	\$ 527.48	\$ 527.48	0
58	Erosion Control, Inlet Protection, Fabric Drop	EA	9	\$ 86.62	8.00	8.00	\$ 692.16	\$ 692.16	0
59	Pavement Joint and Crack Repair, Det 7	LF	2432	\$ 3.33	418.40	418.40	\$ 1,386.81	\$ 1,386.81	0
60	Remove Concrete Curb and Gutter	LF	84	\$ 20.10	91.50	91.50	\$ 1,839.15	\$ 1,839.15	0
61	Cold Milling HMA Surface	SY	3446	\$ 2.77	3,448.00	3,386.00	\$ 9,545.42	\$ 9,379.22	-80
62	Remove Pavement	SY	200	\$ 23.12	292.00	272.20	\$ 6,751.04	\$ 6,293.26	-19.8
63	Remove Sidewalk	SY	53	\$ 18.79	54.44	54.20	\$ 1,022.93	\$ 1,018.42	-0.24
64	Underdrain, Subgrade, 6 Inch	LF	50	\$ 34.31	19.00	19.00	\$ 651.89	\$ 651.89	0



PRO-LINE ASPHALT

11797 29 Mile Road
Washington, MI 48095

**PAYMENT SCHEDULE
CERTIFICATE NO 2**

JOB NAME: City of Farmington
JOB NO.: FARM-17-006

Period Through: 7/20/17
Date: 7/21/17

PROJECT: Farmington 2017 Roads HMA Maintenance

ITEM NO	ITEM OR WORK	UNIT	EST QUANTITY	UNIT PRICE	PLA TOTAL QTY TO DATE	FARM TOTAL QTY TO DATE	PLA TOTAL AMOUNT TO DATE	FARM TOTAL AMOUNT TO DATE (Not Inc W/H)	O / U
65	Maintenance Aggregate, 21AA	TON	25	\$ 80.91	5.00	-	\$ 304.55	\$ -	-4
66	HMA, 13A	TON	670	\$ 78.90	300.00	300.00	\$ 23,670.00	\$ 23,670.00	0
67	Hand Patching	TON	9	\$ 182.45	8.59	2.50	\$ 1,567.25	\$ 456.18	-8.08
68	Concrete Curb and Gutter, Det F4	LF	64	\$ 26.37	61.50	61.50	\$ 2,412.88	\$ 2,412.88	0
69	Concrete, Nonrein, 8 inch	SY	200	\$ 50.35	272.20	272.20	\$ 13,705.27	\$ 13,705.27	0
70	Sidewalk Ramp, Conc, 6 inch	SF	180	\$ 5.75	183.35	183.35	\$ 1,054.26	\$ 1,054.26	0
71	Sidewalk, Conc, 4 inch	SF	434	\$ 4.80	285.50	285.50	\$ 1,370.40	\$ 1,370.40	0
72	Detachable Wearing Surface	LF	20	\$ 25.57	15.00	15.00	\$ 503.55	\$ 503.55	0
73	Adjust Drainage / Utility Structure	EA	1	\$ 627.54	8.10	8.10	\$ 3,827.99	\$ 3,827.99	0
74	Adjust Drainage / Utility Structure, Additional Depth	VF	1	\$ 289.78	-	-	\$ -	\$ -	0
75	Turf Establishment, Div V	ST	9.83	\$ 153.44	4.82	4.82	\$ 739.58	\$ 739.58	0
76HA-x	Rear Ring	EA	7	\$ -	6.00	-	\$ -	\$ -	-4
	Division V -Warmer								
76	Mobilization Max 5%, Div V	LS	1	\$ 5,000.00	1.00	1.00	\$ 5,000.00	\$ 5,000.00	0
77	Traffic Maintenance and Control Div V	LS	1	\$ 1,003.50	1.00	1.00	\$ 1,003.50	\$ 1,003.50	0
78	Audio/Video Booth Survey Div V	LS	1	\$ 527.48	1.00	1.00	\$ 527.48	\$ 527.48	0
79	Erosion Control, Inlet Protection, Fabric Drop	EA	8	\$ 86.52	8.00	8.00	\$ 692.16	\$ 692.16	0
80	Pavement Joint and Crack Repair, Det 7	LF	2367	\$ 3.35	215.20	215.20	\$ 720.92	\$ 720.92	0
81	Remove Concrete Curb and Gutter	LF	40	\$ 24.23	53.00	-	\$ 1,284.19	\$ -	-53
82	Cold Milling HMA Surface	SY	3315	\$ 3.40	3,315.00	3,227.00	\$ 11,271.00	\$ 10,971.80	-88
83	Remove Pavement	SY	200	\$ 23.12	304.36	303.00	\$ 7,036.80	\$ 7,005.36	-1.36
84	Underdrain, Subgrade, 6 inch	LF	50	\$ 34.31	20.00	20.00	\$ 686.20	\$ 686.20	0
85	Maintenance Aggregate, 21AA	TON	25	\$ 80.91	-	-	\$ -	\$ -	0
86	HMA, 13A	TON	640	\$ 78.98	332.36	332.36	\$ 26,243.15	\$ 26,243.15	0
87	Hand Patching	TON	9	\$ 182.45	4.40	2.50	\$ 802.78	\$ 456.13	-1.9
88	Concrete Curb and Gutter, Det F4	LF	40	\$ 26.37	-	-	\$ -	\$ -	0
89	Concrete, Nonrein, 8 inch	SY	200	\$ 50.35	303.80	303.80	\$ 15,298.08	\$ 15,298.08	0
90	Adjust Drainage / Utility Structure	EA	1	\$ 627.54	6.62	6.62	\$ 4,081.88	\$ 4,081.88	0
91	Adjust Drainage / Utility Structure, Additional Depth	VF	1	\$ 289.78	-	-	\$ -	\$ -	0
92	Turf Establishment, Div V	ST	9.83	\$ 153.44	4.75	4.75	\$ 728.84	\$ 728.84	0
93W-x	Rear Ring	EA	5	\$ -	5.00	-	\$ -	\$ -	-5
							\$ 317,315.59	\$ 312,211.54	0

TOTAL AMOUNT EARNED \$ 312,211.54
 LESS RETAINER \$ 21,069.81
 SUBTOTAL \$ 291,141.73
 LESS PREVIOUS CERTIFICATES \$ 202,923.47
 BALANCE DUE \$ 88,218.26

Finishing Touch
 Grit & Stone
 Stone Paving

Farmington City Council Agenda Item	Council Meeting Date: August 21, 2017	Item Number 8F	
Submitted by Charles Eudy, Superintendent			
Agenda Topic Warner Home Foundation Repairs			
Proposed Motion Move to approve payment No. 3 to R. Graham Construction LLC of Farmington Michigan in the amount of \$24,885.00 for the foundation repairs at the Governor Warner Home as defined by the AIA contract dated April 12, 2017.			
Background <p>At the April 3, 2017 City Council approved the AIA Contract with R. Graham Construction LLC to begin foundation repairs at the Governor Warner Home. The AIA Contract detailed payments of 1/3 at acceptance of the contract, 1/3 at 50% completion, the final 1/3 payment following final inspection. R. Graham Construction has completed the foundation and structural repairs. Payment No.3 in the amount of \$24,885.00 represents the last payment to R. Graham Construction for the foundation and structural repairs. The payment No. 2 shall be made to R. Graham Construction LLC on July 21, 2017, per the contract requirements.</p> <p>During the demolition work, it was determined the rear porch joist and deck boards could not be salvaged. R. Graham Construction LLC has presented administrative staff a proposal to reconstruct the rear porch in the amount of \$4,000 with materials of similar appearance which meet today's construction requirements. The cost of the reconstruction of the rear porch will be pair out of donations to the Warner Home.</p> <p>To date R. Graham Construction has earned \$79,000.00 for the foundation and structural repairs. Foundation repairs have been completed and punch list items have been addressed.</p>			
Materials Attached AIA Document G702-1992 Architect Certification for payment AIA Document G703-1992 Graham Proposal _Warner Home Graham AIA Proposal			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

Application and Certificate for Payment

TO OWNER: CITY OF FARMINGTON
23600 LIBERTY ST
FARMINGTON, MI

PROJECT: GOVERNOR WARNER MANSION
33805 GRAND RIVER AVE,
FARMINGTON, MI

APPLICATION NO: 004
PERIOD TO: August 16, 2017

FROM R. Graham Construction, LLC

VIA ARCHITECT: J MAMOLA, AIA
34000 PLYMOUTH RD, LIVONIA, MI
48150

CONTRACTOR: Rick Graham

CONTRACT FOR: General Construction

CONTRACT DATE:

PROJECT NOS: 0111 / 15 / 0400

Distribution to:
OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$79,000.00
2. NET CHANGE BY CHANGE ORDERS \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$79,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$79,000.00

5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$0.00
 - b. 0 % of Stored Material (Column F on G703) \$0.00

6. TOTAL EARNED LESS RETAINAGE \$0.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$54,115.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$24,885.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00	\$0.00
NET CHANGES by Change Order			\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Richard Grebe
By: *Richard Grebe* Date: 8/16/17
State of: Michigan
County of: Wayne
Subscribed and sworn to before me this 16 day of Aug. 2017
Notary Public: *Elizabeth Suttana*
My Commission expires: April 13, 2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$24,885.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: JHM ADVISORS
By: *JHM ADVISORS* Date: 8-17-17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

R. GRAHAM

CONSTRUCTION, LLC



COMMERCIAL & RESIDENTIAL

ROOFING ♦ SIDING ♦ GUTTERS ♦ MASONRY

WWW.RGRAHAMCONSTRUCTION.COM

800-842-4541 ♦ 248-987-1155

AIA[®] Document A105[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the 12 day of APRIL in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

CITY OF FARMINGTON
23600 LIBERTY ST
FARMINGTON, MI 48335
248-474-5500

and the Contractor:
(Name, legal status, address and other information)

, R. GRAHAM CONSTRUCTION, LLC
RICHARD GRAHAM
30966 GRAND RIVER AVE, FARMINGTON, MI 48336
248-987-1155 >

for the following Project:
(Name, location and detailed description)

GOVERNOR WARNER MANSION
33805 GRAND RIVER AVE, FARMINGTON, MI
STRUCTURAL REPAIRS

The Architect:
(Name, legal status, address and other information)

J MAMOLA, AIA, OHM ADVISORS
34000 PLYMOUTH RD, LIVONIA, MI 48150
Telephone Number: 734-522-6711
Fax Number: 734-522-6427

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**
- 3 CONTRACT SUM**
- 4 PAYMENT**
- 5 INSURANCE**
- 6 GENERAL PROVISIONS**
- 7 OWNER**
- 8 CONTRACTOR**
- 9 ARCHITECT**
- 10 CHANGES IN THE WORK**
- 11 TIME**
- 12 PAYMENTS AND COMPLETION**
- 13 PROTECTION OF PERSONS AND PROPERTY**
- 14 CORRECTION OF WORK**
- 15 MISCELLANEOUS PROVISIONS**
- 16 TERMINATION OF THE CONTRACT**
- 17 OTHER TERMS AND CONDITIONS**

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated August 11, 2016 , and enumerated as follows:

Drawings: Number	Title	Date
0111-15-0040	GOVERNORS MANSION STRUCTURAL REPAIRS	8/11/2016

Specifications: Section	Title	Pages
0111-15-0400	GOVERNORS MANSION STRUCTURAL REPAIRS	8/11/2016

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
0111-15-0400	GOVERNORS MANSION STRUCTURAL REPAIRS	8/11/2016

- .4 written orders for changes in the Work issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:
AMENDMENTS TO DRAWINGS FROM R. GRAHAM CONSTRUCTION

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than 7/15/2017 (60) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$ 79,000.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
STRUCTURAL REPAIRS -100%	\$79,000.00

§ 3.3 Unit prices, if any, are as follows:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
ADDITIONAL LABOR COST	MAN HOUR FOR LABOR	\$75.00
ADDITIONAL MATERIAL COST	MATERIAL + 10%	VARIES

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
TO BE DETERMINED	

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

TO BE DETERMINED

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

1/3 UPON ACCEPTANCE, 1/3 @ 50% COMPLETION, FULL BALANCE DUE UPON FINAL INSPECTION

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

1.5 % PER MONTH AFTER 30 DAYS OF COMPLETION

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor’s general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
FIRST MERCURY INSURANCE	\$1,000,000.00

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner’s property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor’s obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner’s property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect’s consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT’S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect’s service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

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§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The OWNER shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

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- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

* Secure all areas that will be under construction. Remove brick pavers in area of underpinning. Reinstall when job is complete. Remove water pump and reinstall when job is complete. We are not responsible for any damage due to age or natural causes.

* Remove deck boards and stairs on east porch. Save and number boards if possible for reinstallation. We are not responsible for damage to boards however, we will make every attempt to preserve the boards during removal.

* Job site to be cleaned and deemed safe after every work day.

* All carpentry to be completed before installation of the beams. All lumber adjacent to concrete shall be treated.

* Hand dig 3'x3'x12" concrete spread footings.

* Install new shore beams and 3" steel posts according to plans once footings have hardened.

* Once crawl space shoring is complete, address ceiling beam in the kitchen. Remove wood tongue and groove. We are not responsible for damage to tongue and groove during removal. We will make every effort to preserve tongue and groove during removal. Install new beam and posts according to plans.

* Provide erosion control to prevent soil erosion and prepare for hand digging stage 1

* Start underpinning stage 1. We are not responsible for stone wall movement or collapse. All measures will be taken to preserve all old work.

* Slope and brace earth banks to prevent cave-ins as necessary

* All underpinning keyways and #5 12" rod to be installed according to keyway detail. Add non shrinking grout rammed into place for tight to make full contact between old and new work.

* Once stage 1 is hardened hand dig and pour stage 2, keyways, rods, and grout

* Once stage 2 is hardened hand dig and pour stage 3, keyways, rods, and grout

* Install new crawl space entry to plans and close off north crawl entry

* When all 3 stages have been completed and inspections passed, back fill according to plans

* Install 18mil vapor barrier on entire crawl space floor. Add 6" insulation between floor joists with kraft facing on warm side. Drape insulation 24" across crawl space floor.

* Reinstall water pump, deck boards, stairs, and pavers

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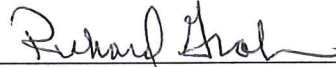
- * Re-point vertical crack on east side.
- * Paint porch area to match
- *Haul away job related debris

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

CITY OF FARMINGTON GOVERNOR WARNER
MANSION
26500 LIBERTY ST, FARMINGTON, MI

(Printed name, title and address)



CONTRACTOR *(Signature)*

R. GRAHAM CONSTRUCTION,LLC
30966 GRAND RIVER AVE, FARMINGTON,
MI 48336

(Printed name, title and address)
LICENSE NO.:2102193186
JURISDICTION:STATE OF MICHIGAN

Init.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C.L. Finlan & Son, Inc 47784 Halyard Dr Plymouth MI 48170	CONTACT NAME: PHONE (A/C, No, Ext): 734-453-6000 FAX (A/C, No): 734-404-2370 E-MAIL: info@finlan.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED R Graham Construction LLC 30966 Grand River Avenue Farmington MI 48336	INSURER A: First Mercury Insurance	
	INSURER B: Travelers Indemnity Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1831799167 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		TXCGL0000072433-01	4/7/2017	4/7/2018	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$Excluded
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		2EB42077	4/8/2017	4/8/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$100,000
						E.L. DISEASE - EA EMPLOYEE	\$100,000
			E.L. DISEASE - POLICY LIMIT	\$500,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER R Graham Construction LLC 30966 Grand River Avenue Farmington MI 48336	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
L231310

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

RESIDENTIAL BUILDER COMPANY
LICENSE

- 0101 - RICHARD ERNEST GRAHAM
TNDV# 2102193106

R GRAHAM CONSTRUCTION LLC
30766 GRAND RIVER AVE
FARMINGTON MI 48336

PERMANENT I.D. NO.
2102193106

EXPIRATION DATE
05/31/2017

AUDIT NO
2700597

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN

R. GRAHAM

CONSTRUCTION, LLC



COMMERCIAL & RESIDENTIAL

ROOFING ♦ SIDING ♦ GUTTERS ♦ MASONRY

WWW.RGRAHAMCONSTRUCTION.COM

800-842-4541 ♦ 248-987-1155

R. Graham Construction, LLC.

Governor's Mansion

33805 Grand River Farmington, MI

- * Secure all areas that will be under construction. Remove brick pavers in area of underpinning. Reinstall when job is complete. Remove water pump and reinstall when job is complete. We are not responsible for any damage due to age or natural causes.
- * Remove deck boards and stairs on east porch. Save and number boards if possible for reinstallation. We are not responsible for damage to boards however, we will make every attempt to preserve the boards during removal.
- * Job site to be cleaned and deemed safe after every work day.
- * All carpentry to be completed before installation of the beams. All lumber adjacent to concrete shall be treated.
- * Hand dig 3'x3'x12" concrete spread footings.
- * Install new shore beams and 3" steel posts according to plans once footings have hardened.
- * Once crawl space shoring is complete, address ceiling beam in the kitchen. Remove wood tongue and groove. We are not responsible for damage to tongue and groove during removal. We will make every effort to preserve tongue and groove during removal. Install new beam and posts according to plans.
- * Provide erosion control to prevent soil erosion and prepare for hand digging stage 1
- * Start underpinning stage 1. We are not responsible for stone wall movement or collapse. All measures will be taken to preserve all old work.
- * Slope and brace earth banks to prevent cave-ins as necessary

R. Graham Construction, LLC.

- * All underpinning keyways and #5 12" rod to be installed according to keyway detail. Add non shrinking grout rammed into place for tight to make full contact between old and new work.
- * Once stage 1 is hardened hand dig and pour stage 2, keyways, rods, and grout
- * Once stage 2 is hardened hand dig and pour stage 3, keyways, rods, and grout
- * Install new crawl space entry to plans and close off north crawl entry
- * When all 3 stages have been completed and inspections passed, back fill according to plans
- * Install 18mil vapor barrier on entire crawl space floor. Add 6" insulation between floor joists with kraft facing on warm side. Drape insulation 24" across crawl space floor.
- * Reinstall water pump, deck boards, stairs, and pavers
- * Re-point vertical crack on east side.
- * Paint porch area to match
- * Haul away job related debris

CONTRACT PRICE: \$79,000.00

Permit Cost additional to base price

Farmington City Council Agenda Item	Council Meeting Date: August 21, 2017	Item Number						
Submitted by Charles Eudy, Superintendent								
Agenda Topic Consideration to authorize purchase of replacement Pick-up for DPW Superintendent								
Proposed Motion Move to authorize the purchaser of a 2018 GMC 2500 HD four wheel drive pick-up with an eight foot Western snow plow blade								
Background <p>The equipment replacement schedule calls for the replacement of the Department of Public Works Superintendent vehicle to be replaced every 3 years. The current Fiscal Year budget allocated \$40,000 for the replacement of this truck. Following 3 years of use, the truck is then passed to the DPW Assistant Superintendent. After an additional 3 years, this truck is placed into the DPW fleet. Projected service life of this truck will be minimum 9 years. The current Superintendent's truck will have 40,000 miles at the scheduled replacement date.</p> <p>A HD/Superduty series truck is required for the fleet trucks when pulling the leaf collection trailers and parking lot plowing. Recently most of the DPW truck purchases have been Fords. The current Ford model is the end of the first year model. As a practice DPW does not purchase the first year models.</p> <p>Bids listed below were received from MiDeal and the Macomb County bid.</p> <table data-bbox="115 1186 1503 1260"> <tr> <td>Todd Wenzel Buick/GMC</td> <td>2018 GMC 2500HD</td> <td>\$35,781.00</td> </tr> <tr> <td>Signature Ford</td> <td>2017 F-250 Superduty</td> <td>\$34,718.00</td> </tr> </table> <p>Bids were not solicited for Chevrolet due to the base price was \$527.00 over the base price of the GMC and the delivery cost of the Chevrolet is \$236.00 compared to \$10.00 for the GMC.</p>			Todd Wenzel Buick/GMC	2018 GMC 2500HD	\$35,781.00	Signature Ford	2017 F-250 Superduty	\$34,718.00
Todd Wenzel Buick/GMC	2018 GMC 2500HD	\$35,781.00						
Signature Ford	2017 F-250 Superduty	\$34,718.00						
Materials Attached Todd Wenzel GMC quote Signature Ford quote								
Agenda Review								
Department Head	Finance/Treasurer	City Attorney						
		City Manager						

Prepared For:
Josh Leach
City of Farmington
Farmington, MI
Phone: (248) 473-7250
Email: jleach@farmgov.com

Prepared By:
Paul Roop
Todd Wenzel Buick GMC
35100 Ford Rd
Westland, MI 48185
Phone: (734) 713-1064
Fax: (734) 721-1780
Email: paul_roop@hotmail.com

2018 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 144.2" TK257

PRICING SUMMARY

PRICING SUMMARY - 2018 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"

State of Michigan (MiDeal) / City of Farmington

Price \$35,781.00

Includes Western 8' Pro Plow with Deflector
And Strobe Light Pkg.

**** Must be ordered by September 28th ****

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 503.0, Data updated 8/8/2017
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Customer File:

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Email: paul_roop@hotmail.com

2018 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 144.2" TK257

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2018 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"

<u>Code</u>	<u>Description</u>
TK25753	2018 GMC Sierra 2500HD 4WD Double Cab 144.2"

SELECTED VEHICLE COLORS - 2018 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"

<u>Code</u>	<u>Description</u>
-	Interior: Jet Black/Dark Ash
-	Exterior 1: Cardinal Red
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2018 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"

CATEGORY

<u>Code</u>	<u>Description</u>
SUSPENSION PKG	
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING, HEAVY-DUTY
EMISSIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS
ENGINE	
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI, E85-COMPATIBLE, FLEXFUEL
TRANSMISSION	
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED
GVWR	
GEH	GVWR, 9500 LBS. (4309 KG)
AXLE	
GT5	REAR AXLE, 4.10 RATIO
PREFERRED EQUIPMENT GROUP	

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2018 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 144.2" TK257

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2018 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"

CATEGORY

<u>Code</u>	<u>Description</u>
PREFERRED EQUIPMENT GROUP	
1SA	WORK TRUCK PREFERRED EQUIPMENT GROUP
WHEELS	
PYN	WHEELS, 17" (43.2 CM) STEEL
TIRES	
QXT	TIRES, LT265/70R17E ALL-TERRAIN, BLACKWALL
PAINT SCHEME	
ZY1	PAINT, SOLID
PAINT	
G7C	CARDINAL RED
SEAT TYPE	
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER RECLINE
SEAT TRIM	
H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM
RADIO	
IOB	AUDIO SYSTEM, 7" DIAGONAL COLOR TOUCH SCREEN WITH GMC INFOTAINMENT SYSTEM, AM/FM
ADDITIONAL EQUIPMENT	
PCR	SIERRA FLEET CONVENIENCE PACKAGE
VYU	SNOW PLOW PREP PACKAGE
K4B	BATTERY, 730 COLD-CRANKING AMPS, AUXILIARY
KW5	ALTERNATOR, 220 AMPS
Z82	TRAILERING EQUIPMENT
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED
NZZ	UNDERBODY SHIELD, FRAME-MOUNTED SHIELDS
VXH	LPO, ASSIST STEPS, CHROMED TUBULAR, 6" RECTANGULAR
TRW	PROVISION FOR CAB ROOF-MOUNTED LAMP/BEACON

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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2018 Fleet/Non-Retail GMC Sierra 2500HD 4WD Double Cab 144.2" TK257

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2018 Fleet/Non-Retail TK25753 4WD Double Cab 144.2"

CATEGORY

<u>Code</u>	<u>Description</u>
ADDITIONAL EQUIPMENT	
DPN	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE VERTICAL CAMPER UPPER GLASS, MANUAL-FOLDING AND EXTENDING, BLACK.
A91	REMOTE LOCKING TAILGATE
CGN	BED LINER, SPRAY-ON
AQQ	REMOTE KEYLESS ENTRY
KI4	POWER OUTLET, 110-VOLT AC
DD8	MIRROR, INSIDE REARVIEW AUTO-DIMMING
R9Y	FLEET FREE MAINTENANCE CREDIT
VQ1	FLEET PROCESSING OPTION

OPTIONS TOTAL

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Customer File:



July 31, 2017

City of Farmington
Attn: Josh Leach
23600 Liberty Street
Farmington, MI 48335

Dear Josh Leach:

Price on 2017 Vehicle Macomb County Contract Bid:

2017 Ford F250 Super Cab 4x4 Pickup 6 ¾' Box in Race Red	\$29,296.00 ea
Western 8' Pro Plow Steel and LED Mini Lightbar	\$5,418.00 ea
Total Delivered Price	\$34,714.00 ea

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: September 1st, 2017.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

Macomb#71-15 T.4, T.5, T.6, T.7, T.8, T.9
2017 F-250 Reg. Cab,
SuperCab, Crew Cab
Major Standard Equipment

MECHANICAL

- Brakes – Four-Wheel Disc Anti-lock Brake System
- Engine 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel)
- Fuel Tanks
 - 29 Gallon (Diesel Engine) — 142" or 148" Wheelbase
 - 34 Gallon (Diesel Engine) — 160" or 164" Wheelbase
 - 34 Gallon (Gas Engine) — NA 176" Wheelbase
 - 48 Gallon (Gas and Diesel Engine) — 176" Wheelbase
- TorqShift-G six-speed automatic w/SelectShift®

EXTERIOR

- Bumpers – front & rear, black painted
- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Fender vents – front
- Front License Plate Bracket
- Glass – solar-tinted
- Grille – black painted
- Handles – door & tailgate, black
- Jack
 - 2-Ton mechanical (250/350 SRW)
- Lamps – pickup box and cargo area
- Moldings – tailgate and box-rail
- Tailgate – Removable w/key lock & Tailgate Lift Assist
- "Three-Blink" lane change signal
- Tow hooks – front, two (2)
- Trailer Sway Control
- Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector
- Wheels F-250/F-350 SRW – 17" Argent Painted Steel w/painted hub covers/center ornaments
 - Manual Locking Hubs (4x4)
 - Spare tire, wheel, lock & carrier
- Windshield wipers – intermittent

INTERIOR/COMFORT

- 2.3" Productivity Screen in IP Cluster
- Air conditioning – manual, single zone
- Cabin Air Particulate Filter
- Convenience
 - Coat hooks – LH/RH color-coordinated
 - Dash top tray
 - Dome Lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - Powerpoint, auxiliary
- Door-trim – armrest/grab handle & reflector
- Floor covering – Black, full length vinyl
- Headliner – color-coordinated cloth
- Hood release
- Horn – dual electric
- Instrumentation – Multi-function switch message center w/Ice Blue® Lighting
- Instrument panel – color-coordinated w/dual glove box, 4 air registers w/positive shut off, powerpoint
- Instrumentation – Multi-function switch message center w/Ice Blue® Lighting
- Mirror – rearview 11.5" day/night
- Outside Temperature Display

- Overhead console w/dual storage bins and map lights (NA Regular Cab)
- Powerpoint – auxiliary two (2) in instrument panel
- Scuff plates – front, color-coordinated
- Seats – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
- Steering – power
- Steering – damper
- Steering wheel – black vinyl with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror
- Window – Rear, fixed
- Windshield Wipers – intermittent

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Belt-Minder® (front safety belt reminder)
 - chime & flashing warning light on I/P if belts not buckled
- Child tethers (Regular Cab, front-passenger and all rear-seating positions)
- Center High-mounted Stop Lamp (CHMSL)
- Driver and passenger frontal and side airbag/curtain; passenger side deactivation Switch
- Headlamps – Quad beam jewel effect halogen
- Individual Tire Pressure Monitoring System
- Mirrors – manually telescoping two-way fold trailer tow with manual glass
- Safety belts – w/height adjustment D-ring
- Safety Canopy® System
- SecuriLock® Passive Anti-Theft System; includes MyKey® owner controls feature (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control
- Underhood service light

DRIVER ASSIST

- AutoLamp (Auto On/Off Headlamps) with Rainlamp Wiper Activated Headlamps
- Hill Start Assist

FUNCTIONAL

- Audio – AM/FM stereo (speakers; four (4) w/Reg. Cab, six (6) w/Super and Crew Cabs)
- Axle
 - Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2 (F-250 and F-350)
 - Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4 (F-250 and F-350)
 - Rear – Non-Limited-Slip (F-250/F-350)
- Battery
 - Gas engine – 650-CCA, 72-AH (XL only)
 - Diesel engine – 750-CCA, 78-AH, dual (6.7L Power Stroke® Diesel engine)
- Heavy-Duty Alternator (157 AMP)
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (6.2L Gas engine)
- Shock absorbers – heavy-duty gas
- Stabilizer bar – front

9950# GVWR Regular Cab 8 Ft. Box, 142"WB, 10000# GVWR

[] Base Price 4x2 (F2A/600a), (T.4)	\$21,095.00
[] Base Price 4x4 (F2B/600a), (T.6)	\$23,648.00
[] Base Price 4x4 (F2B/600a), (T.9) (6.7L Diesel Engine)	\$32,243.00

10000# GVWR SuperCab 6 3/4 Ft. SHORT Box, 148"WB, 10000# GVWR

[] Base Price 4x2 (X2A/600a)	\$23,314.00
[x] Base Price 4x4 (X2B/600a), (T.7)	\$25,601.00

10000# GVWR SuperCab 8 Ft. Box, 164"WB, 10000# GVWR

[] Base Price 4x2 (X2A/600a), (T.5)	\$23,320.00
[] Base Price 4x4 (X2B/600a) (T.8)	\$25,781.00

10000# GVWR Crew Cab 6 3/4 Ft. SHORT Box, 160" WB, 10000# GVWR

[] Base Price 4x2 (W2A/600a)	\$24,720.00
[] Base Price 4x4 (W2B/600a)	\$27,177.00

10000# GVWR Crew Cab 8 Ft. Box, 176" WB, 10000# GVWR

[] Base Price 4x2 (W2A/600a)	\$24,900.00
[] Base Price 4x4 (W2B/600a)	\$27,361.00

<u>Available Standard Options</u>	<u>Option</u>	<u>Price</u> <u>Reg.&Super/Crewcab</u>
[] 6.7L Power Stroke 4V Diesel V8 (B20)/TorqShift 6-Spd Auto.	99T/44W	8,595.00
[x] Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
[] Seat, Vinyl High Back Buckets (Regular Cab only)	LS	355.00
[] Seats, Cloth High Back Buckets	4S	515.00/615.00
[] Tires, LT245/75Rx17E All-Terrain (5)	TBM	165.00
[] Tires, LT265/70R17E OWL All-Terrain (4)(Spare is BSW)	TCD	455.00
[] 17" Aluminum Wheels	64W	600.00
[] CNG/LPG Prep Fuel Capable Engine	98F	315.00
[] Engine Idle Shutdown (avail. w/6.7L diesel Only)	63T	250.00
[] Operator Commanded Regeneration (OCR) (6.7L Diesel Only)	98R	250.00
[x] Power Windows, Locks, Heated Mirrors, and Remote Keyless Entry	90L/54K	915.00/1125.00cc
[] Powercode Remote Start System(Req. Power Equip. Grp.)	76S	195.00
[] Dual Alternators, Diesel only (total of 377 amps)	67B	115.00
[] Extra-Extra Heavy Duty Alternator 240 amp (Gas Engine Only)	67E	85.00
[] Dual Batteries (78 Amp.) (Gas Engine Only)	86M	210.00
[] 110V/400W Outlet	43C	75.00
[] Electric Shift on the fly (4x4 only)	213	185.00
[] Keys Extra (Regular) \$75.00 x __ =	Sig	75.00 ea
[] Keys Extra (With Power Group) \$220.00 x __ =	Sig	220.00 ea
[x] Trailer Brake Controller	52B	270.00
[] Transmission Power Take-Off Provision , Diesel Only	62R	280.00
[x] Cab Steps Molded Black	18B	320.00/370.00
[] Privacy Glass with Heated Backlight/Rear Window Defrost	43B/924	90.00
[] Reverse Vehicle Aid Sensor	76R	245.00
[] Rear View Camera (NA w/Pickup Box Delete)	871	470.00
[] Roof Clearance Lights	592	80.00

<input type="checkbox"/>	Tailgate Step, Incl. Tailgate Assist, Step & Handle	85G	375.00
<input type="checkbox"/>	AM/FM w/Single CD/MP3 Player/Clock w/4 speakers	585	275.00
<input checked="" type="checkbox"/>	Speed Control	525	235.00
<input checked="" type="checkbox"/>	Upfitter Switches (6) located in overhead console	66S	165.00
<input type="checkbox"/>	Upfitter Interface Module	18A	295.00
<input type="checkbox"/>	9900 GVWR Package	68D	100.00
<input checked="" type="checkbox"/>	4x4 Off-Road Pkg (Incl.Skid Plates, E-Locking Axle & AT Tires)	17X/X3E/TBM	950.00
<input type="checkbox"/>	Snow Plow Prep Package(N/A with 67H)	473	85.00
<input type="checkbox"/>	Camper Package	471	160.00
<input checked="" type="checkbox"/>	Snow Plow/Camper Package	47B	245.00
<input type="checkbox"/>	Suspension Package, Heavy Service(N/A with 473)	67H	125.00
<input type="checkbox"/>	XL Decor Group (Chrome front and rear step bumper, Bright chrome hub covers and center ornaments)	17F	220.00
<input type="checkbox"/>	XL Value Pkg (Chrome front and rear step bumper, AM/FM Stereo/Single CD w/4 Speakers, Bright chrome hub covers and center ornaments, & Cruise Control)	96V	720.00
<input type="checkbox"/>	XL Value Pkg with SYNC System (All of the above listed & SYNC Entertainment & Bluetooth Technology System)	96V/91M	1085.00
<input type="checkbox"/>	Pickup Box Delete(8' box only)	66D	(465.00)
<input type="checkbox"/>	Rearview Camera Prep Kit for Box Delete (Includes Loose Camera, Wiring Bundle, and Electrochromic Mirror w/Video Display)	872	470.00
<input type="checkbox"/>	Heavy Service Package for Pickup Box Delete Only	63R	125.00
<input type="checkbox"/>	Spare Tire & Rim (for Box delete only)	512	295.00
<input type="checkbox"/>	Axle, Electronic Locking	X3_	390.00
<input type="checkbox"/>	Daytime running Lights	942	45.00
<input type="checkbox"/>	Skid Plate Package	41P	100.00
<input type="checkbox"/>	Box Link Cleats	66B	75.00
<input type="checkbox"/>	Drop in Plastic Bedliner	85L	350.00
<input checked="" type="checkbox"/>	Tough Bed(Spray-in-bedliner)	85S	495.00
<input type="checkbox"/>	Bed Mat(N/A w/85S Tough Bed Spray-in-Bedliner)	85M	180.00
<input type="checkbox"/>	Splash Guards/Mud Flaps	61S/62S	130.00
<input type="checkbox"/>	Wheel Well Liner	61M	180.00
<input type="checkbox"/>	Exterior Backup Alarm	76C	140.00
<input type="checkbox"/>	LED Box Light	66L	60.00
<input type="checkbox"/>	LED Warning Strobes-Amber	91S	655.00

Total Price \$29,296.00 ea

Colors for F-250

Exterior Colors	Interior Steel (Grey)	
Race Red	[PQ]	[x]
Blue Jeans Metallic	[N1]	[]
Caribou Metallic	[H5]	[]
Ingot Silver Metallic	[UX]	[]
Shadow Black	[G1]	[]
Oxford White	[Z1]	[]
Magnetic Metallic	[J7]	[]



Knapheide Truck Equipment - Flint
 1200 S. Averill Ave.
 Flint MI 48503
 Phone: 810-744-0295
 Fax: 855-629-4643
 www.flint.knapheide.com

QUOTATION

Quote ID: JF00000271

Page 1 of 1

Account: 11375
 Customer: SIGNATURE FORD
 3942 W LANSING
 PERRY MI 48872

Contact:
 Phone: 517-625-5600
 Fax: 1-517-625-5665

Quote Number: JF00000271
 Quote Date: 7/31/2017
 Quote valid until: 8/30/2017
 Payment Terms: N10

Salesperson: JIM FOUNTAIN
 Quoted By: jfountain
 PO#: 106885

Make: FORD	Model: F-250	Year: 2017	Single/Dual: SRW
Cab Type: REGULAR	VIN#:	Cab-to-Axle: 56.0	Wheelbase: 142.0

QTY	DESCRIPTION	AMOUNT
1	WESTERN SNOW PLOW 8ft. PRO PLOW WITH STEEL STRAIGHT BLADE, ULTRAMOUNT SYSTEM, HAND HELD CAB COMMAND CONTROL, SNOW DEFLECTOR AND WESTERN TWO WINTER WARRANTY INSTALLED.	
1	8' RUBBER SNOW DEFLECTOR	
1	SNOW DEFL MTG KIT W/HDWE	
1	FEDERAL SIGNAL AMBER 454201-02 LED HIGHLIGHTER, PERM MNT-A/A MOUNTED ON CAB ROOF WIRED TO OEM SWITCH ON DASH.	
Total Due (sales tax not included):		\$5,418.00

The following options may be added:

QTY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ◆ **Applicable sales tax will be applied to final invoice.**
- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- ◆ **If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.**

Notes:

deliver to Bill Campbell at Signature Ford Perry, MI
 FOR CITY OF FARMINGTON
 23600 LIBERTY STREET
 FARMINGTON, MI 48336