



Regular City Council Meeting
7:00 p.m., Monday, April 17, 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. **Special Event – Our Lady of Sorrows Year-End Celebration**
 - B. **Annual Special Event – South Farmington Baseball Parade**
 - C. **Annual Special Event – Farmington Community Band**
 - D. **Farmington Monthly Payments Report**
 - E. **Farmington Public Safety Monthly Report**
 - F. **Minutes of the City Council**
 1. **Special – March 20, 2017**
 2. **Regular – March 20, 2017**
 3. **Regular – April 3, 2017**
5. **APPROVAL OF REGULAR AGENDA**
6. **PRESENTATION/PUBLIC HEARINGS**
 - A. **Miss Farmington Pageant Update – Sarah Evangelista**
 - B. **Principal Shopping District Special Assessment Renewal – Public Hearing**
7. **NEW BUSINESS**
 - A. **Consideration to Adopt Resolution to Reestablish the Principal Shopping District Special Assessment for a Five-Year Period**
 - B. **Consideration to Amend Traffic Control Order – Shiawassee Between Grand River and Farmington Road**
 - C. **Consideration of Resolution to Accept Oakland County West Nile Grant**
 - D. **Consideration of Resolution Amending Water and Sewer Connection Fees**
 - E. **Consideration to Accept Bid for the 2017 Farmington Sidewalk Improvement Program**
 - F. **Consideration to Approve Warner Mansion Renovations**
8. **DEPARTMENT COMMENT**
9. **CITY COUNCIL COMMENTS**
10. **ADJOURNMENT**

Farmington City Council Agenda Item	Council Meeting Date: April 17, 2017	Item Number 4A
<u>Submitted by:</u> Melissa Andrade		
<u>Agenda Topic:</u> Special Event Request – Our Lady of Sorrows Altar Server Year-End Celebration picnic at Shiawassee park, May 28, 2017 from 1:30 – 5 p.m. for an estimated 175 attendees		
<u>Proposed Motion</u> Move to authorize the event permit for Our Lady of Sorrows Altar Server Year-End Celebration picnic at Shiawassee park, Sunday, May 28, 2017 from 1:30 – 5 p.m. for an estimated 175 attendees		
<u>Background</u> Father Paul Graney is requesting use of Shiawassee park for the parish’s Altar Server Year End Celebration. This request is going before City Council because it is for more than 150 attendees. The event is slated for Sunday May 28 from 1:30 – 5 p.m. No food concessions are planned.		
<u>Materials Attached</u> Special Event Application		



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

City of Farmington Special Event Application

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

Sponsoring Organization's Name Our Lady of Sorrows Catholic Church

Organization Phone: 248-474-1340

Organization Address 23815 Power Rd, Farmington, MI 48336

Organization's Agent: Fr. Paul Graney Phone: 247-474-1340

Agent's Title: Associate Pastor E-mail: pgraney@olsorrows.com

Agent's Address: 23815 Power Rd, Farmington, MI 48336

Event Name: Altar Server Year End Celebration *Picnic*

Event Purpose: To thank our altar servers

Event Dates: May 28, 2017

Event Times: 1:30pm-5:00pm *open*

Event Location: Shiawassee Park

Number of People Expected: 175

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

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

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

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

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

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

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

() I have invited local businesses to participate.

Those invited include:

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

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

6. **Other Requests:**

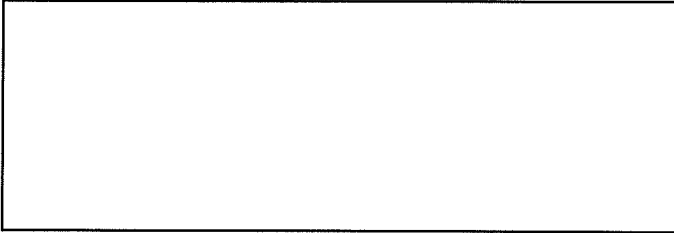
7. **Event Signs:** Will this event include the use of signs (YES) (NO) (NO)
If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

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

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

Banner Length

Width



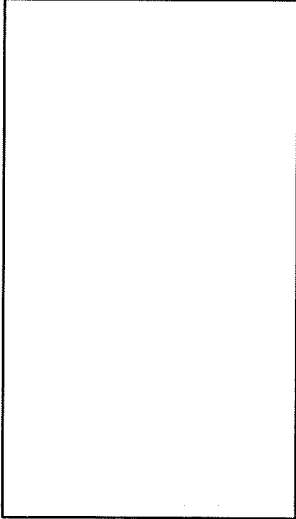
Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height


Write copy of sign in the box.



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

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

3/28/17
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

Farmington City Council Staff Report	Council Meeting Date: April 17, 2017	Item Number 4B
Submitted by: Melissa		
Agenda Topic 2017 South Farmington Baseball League Parade		
Proposed Motion Move to authorize the event permit for the South Farmington Baseball Parade, Saturday, May 6, 2017 at 9 a.m. until about noon		
<p><u>Background</u></p> <p>The South Farmington Baseball League has requested authorization to hold its annual parade on May 6, 2017 at 9 a.m. The request was to have the parade participants' stage on the west side of city hall. The participants/parade will then process north across Grand River, east on Oakland Street, north on Farmington Road, east on Shiawassee Street and then end at City Park.</p> <p>The proposed route does not cause the public safety department any concerns as this is the normal parade route from past years that has worked without incident. This year, we will have three officers assist with this parade on overtime.</p>		
Materials: Event application		



CITY USE ONLY

Approval Needed:

- City Manager
- City Council

- Approved
- Denied

City of Farmington Special Event Application

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

Sponsoring Organization's Name South Farmington Baseball

Organization Phone: 248-890-7671

Organization Address P.O. Box 1067 Farmington, MI 48332

Organization's Agent: Nancy Gordy-Baker Phone: 248-890-7671

Agent's Title: VP of Baseball E-mail: nancygordybaker@yahoo.com

Agent's Address: 30242 Stockton Avenue, Ft, MI 48336

Event Name: Opening Day Parade

Event Purpose: Officially open the Spring season of South Farmington Baseball

Event Dates: May 6th, 2017

Event Times: 9:00am - 11:00 am

Event Location: City Hall to City Park

Number of People Expected: 700-800

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

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

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

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

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

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

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

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

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

() I have invited local businesses to participate.

Those invited include: _____

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

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

6. **Other Requests:**

In cooperation of the police department, the parade route will need to be blocked off

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

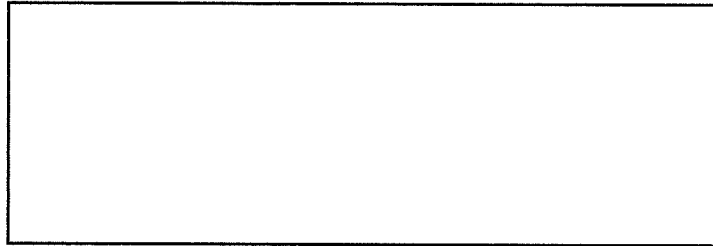
If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

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

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

Banner Length

Width



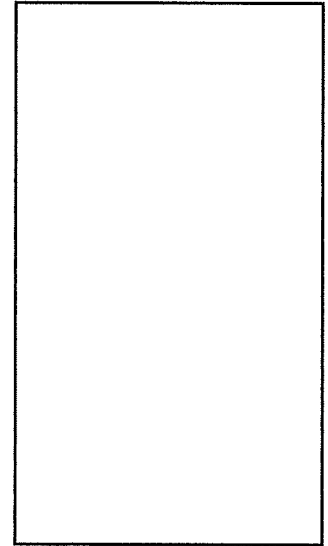
Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height

Write copy of sign in the box.

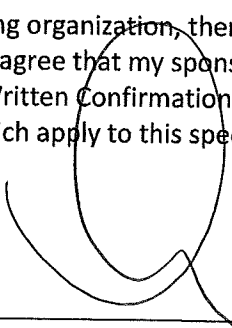


7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:
- a. For public events, a certificate of insurance must be provided which names the city of Farmington as an additional named insured party on the policy. (see Event Policy Sec. IV.2.K for insurance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

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

04/10/17

 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



i Automotive
ts Americas



Farmington City Council Staff Report	Council Meeting Date: April 17, 2017	Item Number 4C
Submitted by: David Murphy, City Manager		
Agenda Topic Consideration to Approve Special Event Request for the Farmington Community Band		
Proposed Motion Move to approve Special Event Request for the Farmington Community Band to host its annual concert on Monday, July 31, 2017, from 6:00 p.m. – 9 p.m.		
<p><u>Background</u></p> <p>The City received a special event request from Jim Liska, Vice President of the Farmington Community Band to host a free community concert in the Riley Park Pavilion Monday, July 31, 2017 from 7 – 8:30 p.m. There are 75 members in the band so to prepare for the concert they will set up the band equipment around 6 p.m.</p> <p>Exempt parking is requested only to unload equipment at the pavilion.</p> <p>They expect about 200 in attendance. Concert-goers will either sit on the grass or bring their own chairs. No food or beverages will be sold and there is no need for special parking.</p>		
Materials: Event Application		



CITY USE ONLY

Approval Needed:

City Manager

City Council

Approved

Denied

City of Farmington Special Event Application

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

Sponsoring Organization's Name Farmington Community Band

Organization Phone: 734.261.2202 - FCB Business Mgr. Ginny McDonald

Organization Address PO Box 3091, Farmington Hills, MI 48333

Organization's Agent: Jim Liska Phone: 248.310.7008

Agent's Title: VP - Marketing & Communications E-mail: Liska@icloud.com

Agent's Address: 33703 Macomb, Farmington 48335

Event Name: Downtown With The FCB

Event Purpose: Free band concert open to public

Event Dates: July 31, 2017

Event Times: Set up at 6pm. Concert 7-8:30. Leave at 9pm

Event Location: Sundquist Pavilion at Riley Park

Number of People Expected: 90 band members. Attendees estimated at 200

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

City Operated Event

Co-sponsored Event

Private Event

Prohibited in Riley Park

Non-Profit Event

For-Profit Event

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

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

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

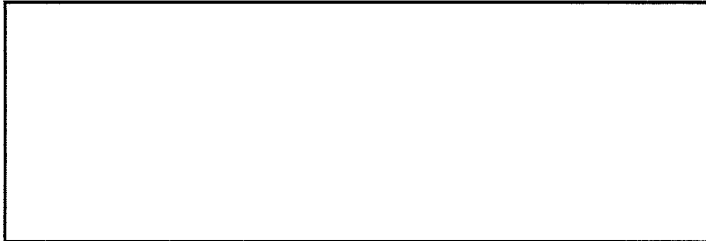
If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

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

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

Banner Length

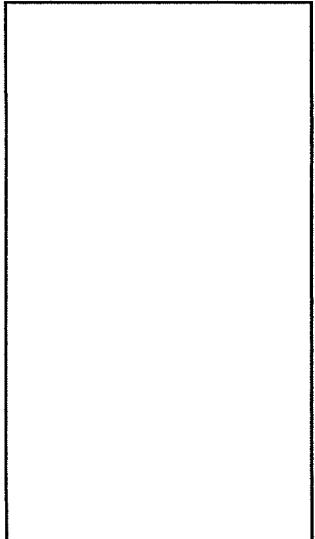
Width



Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width



Height

Write copy of sign in the box.

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

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

3/30/17

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

Farmington City Council Agenda Item		Council Meeting Date: April 17, 2017	Item Number 4D
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Monthly Payments Report – March 2017			
<u>Proposed Motion</u> Approve Farmington Monthly Payments Report – March 2017			
<u>Background</u> See attachment			
<u>Materials Attached</u> Monthly Payments Report March 2017			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF MARCH 2017

<u>FUND #</u>	<u>FUND NAME</u>	<u>AMOUNT:</u>
101	GENERAL FUND	\$ 553,070.39
202	MAJOR STREET FUND	\$ 34,339.68
203	LOCAL STREET FUND	\$ 50,081.61
243	BROWNFIELD REDEVELOP AUTHORITY	\$ 2,500.00
355	GROVE SA DEBT SERVICE FUND	\$ 250.00
592	WATER & SEWER FUND	\$ 258,161.28
595	FARMINGTON COMMUNITY THEATER FUND	\$ 38,826.99
640	DPW EQUIPMENT REVOLVING FUND	\$ 11,739.01
701	AGENCY FUND	\$ 13,869.80
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 65,004.29
	TOTAL CITY PAYMENTS ISSUED:	\$ 1,027,843.05
136	47TH DISTRICT COURT FUND	\$ 103,388.57
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 11,917.72
290	FRIENDS OF THE GOVERNOR WARNER MANSION	\$ 980.51
296	SWOCC FUND	\$ 8,387.47
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 124,674.27
	TOTAL PAYMENTS ISSUED	\$ 1,152,517.32

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF MARCH 2017

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment Final	36,414.32
Agency Tax	Oakland County	Tax Payment Final	36,248.96
Agency Tax	Farmington Comm. Library	Tax Payment Final	3,725.44
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	196,559.41
General Fund	Federal Gov't	W/H & FICA Payroll	74,524.63
General Fund	MERS	February Transfer	45,010.77
General Fund	MERS HCSP	February Transfer	3,910.00
Agency	Total Administrative Services Corp.	Flexible Spending Accounts	1,820.02
	TOTAL CITY ACH TRANSFERS		398,213.55
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	83,044.81
Court Fund	Federal Gov't	W/H & FICA Payroll	30,744.91
	TOTAL OTHER ENTITIES ACH TRANSFERS		113,789.72

Farmington City Council Agenda Item	Council Meeting Date: April 17, 2017	Item Number	
Submitted by: Director Frank Demers, Public Safety Department			
<u>Agenda Topic</u> March 2017 Monthly Public Safety Report			
<u>Proposed Motion</u> Approve report			
<u>Background</u>			
<u>Materials Attached</u>			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager



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

MONTHLY REPORT **MARCH 2017**

Possession of Marijuana

On March 2nd Officers responded to the area of Grand River and Mooney for a report of an occupied suspicious vehicle. Upon arrival Officers met with the two occupants of the vehicle who admitted that they had been smoking a marijuana "blunt". The driver of the vehicle was also found to be in possession of a small amount of unsmoked marijuana. The subject was arrested and transported to the Farmington Jail.

Juvenile Complaint

On March 2nd Officers responded to the Maxfield Training Center for a report of people on the roof. Officer located and ordered down two juvenile males who stated that they were on the roof taking pictures. The two were transported to, and turned over to their respective parents.

Attempt B & E of a Residential Structure

On March 3rd Officers responded to a Farmington residence in the Chatham Hills subdivision for a report of an attempt B&E that occurred sometime between 1100-1645 hours on March 3rd. The homeowner reported that they heard water running when they arrived home and when they investigated they noted that a garden hose was turned on and was running, their back patio door was open and there was a tool bag containing tools and gloves found near the grill/smoker. The RP advised the Officers that the tool bag does not belong to anyone at that residence and there would have been no reason for the back door to be open and hose running. Suspecting that the incident was an attempted home invasion (B&E) the bag was collected as evidence. That evidence was sent to the laboratory for further analysis.

Customer Trouble / Trespassing

On March 3rd Officers responded to a Farmington Credit Union for a second complaint involving a problematic and threatening customer. On this occasion however, the customer was verbally served a no trespass order the Officer and advised by the credit union to conduct his banking remotely, or to close his accounts, but not to return to the credit union. The customer indicated that he understood.

Armed Robbery

On March 7th Officers responded to a Farmington business for a report of an armed robbery in-progress. Upon arrival, preliminary information was obtained from employees and witnesses while the area was searched by responding FDPS and FHPD

Officers. The in-store surveillance video was reviewed, and the suspect was described to be a six foot tall, medium complexion, thin, b/m wearing a surgical mask, latex gloves, black hoodie, black pants, carrying a Nike backpack and a black duffel bag. A K9 track was initiated and a surgical mask matching the description, as well as a pair of Nike gym shoes was located. A number of items of suspected evidence was collected and will be sent to the laboratory of further analysis. There were no injuries and the incident is under investigation.

Severe Storm

On March 8th a severe storm of sustained high winds impacted the greater Farmington community. Officers responded to power outages, fallen trees, downed wires, carbon monoxide alarms, and other hazardous condition calls over the course of an approximately 18 hour period. Although the area sustained storm damage and a prolonged period of power outages, no significant injuries were reported as a result of the storm.

Open Alcohol in a Motor Vehicle

On March 9th Officers stopped a vehicle for not stopping at a temporarily erected stop sign at Farmington and Alta Loma. While speaking with the driver the Officer observed an open, ¾ full bottle of Molson beer behind the driver's seat. The Officer confiscated the beer and the driver was asked to perform field sobriety evaluations. It was determined that the driver was not impaired and they were issued a citation for the open alcohol and stop sign violation, and released.

Larceny in a Building

On March 11th Officers responded to a Farmington business for a report of a suspected theft of money that occurred within the business. The victim reported that cash was taken from her purse while she was receiving services at the business. At this time the owner of business and one employee of two weeks are listed as possible suspects. The case has been assigned to a Detective for further follow up and interviews.

Flee and Elude Police – OWI

On March 11th an Officer, after being alerted via radio about a truck that crashed and failed to stop, was summoned and alerted to the suspect vehicle while in the area of Grand River and Halsted. The Officer observed the suspect vehicle fail to signal, fail to maintain its lane, and almost crash into a concrete barrier before attempting to stop the vehicle. The suspect refused to pull over and led the Officers through parking lots, over curbs, and in circles before it finally backed into the front end of the pursuing patrol vehicle. The suspect driving the vehicle appeared to be highly intoxicated and was also in possession of two open pints of Brandy inside the vehicle. The suspect was arrested and a warrant for their blood was obtained. However, the suspect continued to refuse and had to be held down by hospital security. The case was presented to the Oakland County Prosecutors Office, charges are pending laboratory results.

Larceny from Automobile (Unlocked)

On March 12th a Commander took a front desk report reference a purse that was taken from an unlocked vehicle that was parked overnight in a parking lot in the area of Grand River and Mooney.

Possession of Marijuana and Open Alcohol

On March 16th a Sergeant stopped a vehicle in the area of Farmington and Nine Mile for an expired Michigan license plate. While speaking with the driver, the Sergeant could smell a strong odor of marijuana. The driver admitted to smoking marijuana in the vehicle with some friends about 20 minutes prior to the stop. A subsequent search of the vehicle and the driver revealed that they were in possession of marijuana, an open bottle of Dusse Cognac and a fair amount of cash. The driver was arrested and transported to jail.

Operating Under the Influence of Drugs / DWLS / Warrants

On March 16th a Sergeant stopped a vehicle in the area of Grand River and Wilmarth after being observed speeding through the Downtown and hitting a curb. While approaching the vehicle, the Sergeant noted that the driver was moving erratically and called for another Officer to respond. Upon reaching the vehicle, the Sergeant noted that the driver had glassy eyes, and began to mumble about running out of gas. The driver eventually completed field sobriety evaluations and was suspected to be under the influence of drugs. It was further noted that the driver had a revoked license and there were warrants for their arrest. The driver was arrested for OUID and transported to the Farmington jail. The case is pending the analysis of the driver's blood which was taken as a result of a search authorization.

Trespass

On March 16th an Officer responded to a Farmington Health Care facility for a report of an employee refusing to leave the premises. The facility stated that the employee was terminated for poor performance and that they were no longer welcome back. The Officer issued the terminated employee a verbal no-trespass order and escorted out of the building.

Possession of Narcotic Paraphernalia / DWLS / False ID

On March 17th a Sergeant stopped a vehicle for improper lane use as it entered the gas station at Grand River and Power Road. The driver of the vehicle provided the Sergeant a name and date of birth, which later was learned to be false. The driver was arrested for DWLS and False ID. The driver's true identity was not learned until after fingerprints returned. During the initial stop, the Sergeant also smelled marijuana inside the vehicle and as a result found a yellow plastic marijuana grinder belonging to the passenger. The passenger was issued a citation and released.

Carrying a Concealed Weapon/ Marijuana Sell/ Operate While Impaired

On March 17th an Officer stopped a vehicle in the area of Grand River and School for speed (50/35 mph). After making contact with the driver, the Officer noted the smell of intoxicants and learned that the driver was on the way home from a bar where she had consumed a few shots. The driver completed field sobriety evaluations to include a PBT, which resulted .12(3) and was arrested for OWI. During the search of the driver and the vehicle the Officer found "brass knuckles" and a number of individually packaged baggies of suspected marijuana. During a follow up interview the driver admitted to the Officer that the "brass knuckles" were for her "safety" and that she was "selling it", referring to the marijuana. The case was submitted to the Oakland County Prosecutors Office who returned charging the driver with Delivery/Manufacture Marijuana and OWI.

Employee Trouble

On March 17th Officers responded to a Farmington restaurant for a 911 call of a disturbance in progress. Upon arrival the Officers learned that a heated argument between employees is what prompted the call to 911. The owner advised that both employees departed. One of the employees was found in a nearby parking lot and interviewed and learned that the argument was verbal and not a physical fight.

Operate While Intoxicated (High BAC)

On March 18th an Officer stopped a vehicle in the area of Farmington and Nine Mile after observing it on the roadway without headlights/tail-lights, as well as observing the vehicle cross the double yellow center turn lane lines. While talking with the driver, the Officer could smell the odor of an intoxicant coming from the interior of the vehicle. The driver admitted to drinking 2-3 beers at a friend's house in Farmington Hills. The driver completed field sobriety evaluations to include a PBT, which resulted .15(7). The driver was arrested for OWI and transported to the Farmington jail.

Possession of Marijuana / DWLS / Warrants

On March 21st a Sergeant stopped a vehicle in the area of Grand River and Orchard Lake Road for having a headlight out. The driver provided the Sergeant with a Michigan ID card and returned showing a suspended license along with a warrant for her arrest. While speaking with the driver, the Sergeant also smelled marijuana and asked the driver if she had any marijuana inside the vehicle at which time the driver produced a small baggie of marijuana. The driver was arrested and transported to jail.

Possession of Marijuana / DWLS / Warrants

On March 24th an Officer stopped a vehicle in the area of Farmington and Nine Mile for having an improper license plate. The Officer, while speaking to the driver, could smell the odor of burnt marijuana, and learned that the driver was on probation and had an invalid driver's license. The Officer searched the vehicle and found marijuana "roaches". The driver was arrested and transported to jail.

Possession of a CCW / Marijuana Sell / OWI

On March 17th an Officer stopped a vehicle in the area of Grand River and School for speed (50/35 mph). After making contact with the driver, the Officer noted the smell of intoxicants and learned that the driver was on the way home from a bar where she had consumed a few shots. The driver completed field sobriety evaluations to include a PBT, which resulted .12(3) and was arrested for OWI. During the search of the driver and the vehicle the Officer found "brass knuckles" and a number of individually packaged baggies of suspected marijuana. During a follow up interview, the driver admitted to the Officer that the "brass knuckles" were for her "safety" and that she was "selling it", referring to the marijuana. The case was submitted to the Oakland County Prosecutors Office who returned charging the driver with Delivery/Manufacture Marijuana and OWI.

Property Damage Hit and Run

On March 25th Officers responded to a 911 report of a truck that hit a parked vehicle in the area of Farmington and Oakland. Upon arrival, Officers found that a legally parked vehicle on the east side of Farmington Road had been struck by a southbound vehicle,

causing significant damage to both. The at-fault vehicle was unoccupied/unattended. Follow up was conducted, but the registered owner and suspected driver of the at fault vehicle refused to talk with the police until they consult with a lawyer. The case has been turned over to a Detective for further follow up.

Assault and Battery Investigation

On March 29th Officers responded to the Downtown Center parking lot regarding a fight that occurred between two men. The subsequent investigation revealed that the fight began over a verbal dispute between a motorist and pedestrian. Video footage from a nearby store and witness accounts indicated that the two subjects were verbally arguing until the motorist exited his vehicle, at which point the confrontation turned physical. The physical fight was broken up by two bystanders. Both subjects declined medical treatment and indicated that they each wished to prosecute one another. The case will be presented to the City Prosecutor for warrant consideration.

Open Alcohol in Public

On March 29th a Sergeant made contact with male subject found in an alley behind a Farmington business in the area of Grand River and Mooney. The subject was found to be in possession of, and consuming beer in public in the alley. The subject was issued a citation and released.

Felonious Assault Investigation

On March 30th a Sergeant investigated a complaint from a contractor who was at a Farmington residence to provide an estimate for services requested by the homeowner. While at the residence the contractor startled the homeowner who has a CPL and was armed at the time. The contractor reported that the homeowner unholstered the weapon, but the homeowner disputed that claim, stating that the weapon was unintentionally exposed, but remained holstered. The incident was reported and documented, but charges are not currently pending.

Possession of Narcotic Paraphernalia and Marijuana

On March 31st a Sergeant stopped a vehicle in the area of Farmington and Nine Mile for an improper plate violation. The driver admitted that the plate was registered to a different vehicle. While speaking to the driver the Sergeant suspected that the driver had been drinking and also observed a green leafy substance on the driver's jacket that was consistent with marijuana. The Sergeant searched and located marijuana and vaporizers inside the vehicle. The driver was arrested and transported to jail.

Larceny in a Building

On March 31st an Officer responded to a Farmington Bank for a report of a cell phone that was stolen from the desk of an employee. Bank security provided the Officer with surveillance video from the night the theft occurred. A Detective has been assigned the case and will follow up further with the bank's corporate security personnel.

Attempt – Larceny of Rims and Wheels

On March 31st a Farmington resident made a front desk report regarding the attempted theft of the rims and tires from a Ford Taurus that was parked in the parking lot of a

Farmington Apartment complex. A check of area surveillance video revealed that (2) unknown, white male subject's, driving a Dodge Charger are responsible.

Additional Information

During the month of March, all sworn public safety personnel received "Save Your Own" training which was conducted at the vacant Maxfield Training Center. The focus of this training is to instruct personnel on how to self-rescue themselves from entanglements and other hazards during firefighting operations. Personnel also conducted various exercises focused on fire scene communications, personnel accountability and radio management.

Total Calls	Medical Calls	Fire Calls	Traffic Stops	Crash Reports
957	87	30	396	31

CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of March

Classification	Mar/2016	Mar/2017	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
09005 DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%
09006 IN-CUSTODY DEATH	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%
12000 ROBBERY	0	1	0%
13001 NONAGGRAVATED ASSAULT	2	3	50%
13002 AGGRAVATED/FELONIOUS ASSAULT	0	0	0%
13003 INTIMIDATION/STALKING	0	0	0%
20000 ARSON	0	0	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	0	0	0%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	1	0	-100%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	3	3	0%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	4	1	-75%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	1	0%
23007 LARCENY -OTHER	0	1	0%
24001 MOTOR VEHICLE THEFT	0	0	0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	2	0	-100%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	1	0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	1	0%
26003 FRAUD -IMPERSONATION	0	0	0%
26004 FRAUD -WELFARE FRAUD	0	0	0%
26005 FRAUD -WIRE FRAUD	0	0	0%
26007 FRAUD - IDENTITY THEFT	0	1	0%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	0	0	0%
28000 STOLEN PROPERTY	1	0	-100%
29000 DAMAGE TO PROPERTY	0	0	0%

CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of March

Classification	Mar/2016	Mar/2017	%Change
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	1	0	-100%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004 ORGANIZED RETAIL FRAUD	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	6	8	33.33%
35002 NARCOTIC EQUIPMENT VIOLATIONS	3	3	0%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	0	1	0%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	0	0	0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000 ANIMAL CRUELTY	0	0	0%
Group A Totals	23	25	8.695%
01000 SOVEREIGNTY	0	0	0%
02000 MILITARY	0	0	0%
03000 IMMIGRATION	0	0	0%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000 ABORTION	0	0	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004 POSSESSION OF BURGLARY TOOLS	0	0	0%
26006 FRAUD -BAD CHECKS	1	0	-100%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	0	0	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	0%
38002 FAMILY -NONSUPPORT	0	0	0%
38003 FAMILY -OTHER	0	0	0%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	1	6	500%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	0	1	0%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	1	4	300%
53001 DISORDERLY CONDUCT	1	0	-100%

CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of March

Classification	Mar/2016	Mar/2017	%Change
53002 PUBLIC PEACE -OTHER	2	1	-50%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	0	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	5	4	-20%
55000 HEALTH AND SAFETY	0	0	0%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	0	1	0%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	0	0	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	3	1	-66.6%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	14	18	28.57%
2800 JUVENILE OFFENSES AND COMPLAINTS	3	4	33.33%
2900 TRAFFIC OFFENSES	27	16	-40.7%
3000 WARRANTS	20	21	5%
3100 TRAFFIC CRASHES	15	35	133.3%
3200 SICK / INJURY COMPLAINT	72	106	47.22%
3300 MISCELLANEOUS COMPLAINTS	151	156	3.311%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	75	99	32%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	595	488	-17.9%
3800 ANIMAL COMPLAINTS	13	7	-46.1%
3900 ALARMS	13	30	130.7%
NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals	984	962	-2.23%
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	1	0	-100%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	54	45	-16.6%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%
MISCELLANEOUS A THROUGH UUUU	0	0	0%

CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of March

Classification	Mar/2016	Mar/2017	%Change
TRAFFIC WARNINGS	0	0	0%
Group D Totals	55	45	-18.1%
5000 FIRE CLASSIFICATIONS	12	34	183.3%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%
Group E Totals	12	34	183.3%
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	0%
6200 ARREST ASSIST	0	0	0%
6300 CANINE ACTIVITIES	0	0	0%
6500 CRIME PREVENTION ACTIVITIES	0	0	0%
6600 COURT / WARRANT ACTIVITIES	0	0	0%
6700 INVESTIGATIVE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
CANINE ACTIVITIES	0	0	0%
Group F Totals	0	0	0%
Totals for all Groups	1088	1084	-0.36%

CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through March

Classification	2016	2017	%Change
Group F Totals	0	0	0%
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
09005 DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%
09006 IN-CUSTODY DEATH	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	1	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%
12000 ROBBERY	0	1	0%
13001 NONAGGRAVATED ASSAULT	7	9	28.57%
13002 AGGRAVATED/FELONIOUS ASSAULT	1	0	-100%
13003 INTIMIDATION/STALKING	3	2	-33.3%
20000 ARSON	0	0	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	2	1	-50%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	1	0	-100%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	5	7	40%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	8	1	-87.5%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	3	200%
23007 LARCENY -OTHER	1	1	0%
24001 MOTOR VEHICLE THEFT	2	1	-50%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	1	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	5	2	-60%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	4	0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	2	0%
26003 FRAUD -IMPERSONATION	0	1	0%
26004 FRAUD -WELFARE FRAUD	0	0	0%
26005 FRAUD -WIRE FRAUD	0	1	0%
26007 FRAUD - IDENTITY THEFT	0	3	0%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	1	1	0%
28000 STOLEN PROPERTY	1	0	-100%

CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through March

Classification	2016	2017	%Change
29000 DAMAGE TO PROPERTY	1	1	0%
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	2	1	-50%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004 ORGANIZED RETAIL FRAUD	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	12	20	66.66%
35002 NARCOTIC EQUIPMENT VIOLATIONS	5	11	120%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	2	1	-50%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	0	0	0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000 ANIMAL CRUELTY	0	0	0%
Group A Totals	61	76	24.59%
01000 SOVEREIGNTY	0	0	0%
02000 MILITARY	0	0	0%
03000 IMMIGRATION	0	0	0%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000 ABORTION	0	0	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004 POSSESSION OF BURGLARY TOOLS	0	0	0%
26006 FRAUD -BAD CHECKS	3	2	-33.3%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	0	1	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	0%
38002 FAMILY -NONSUPPORT	0	0	0%
38003 FAMILY -OTHER	0	0	0%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	7	14	100%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	3	1	-66.6%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	13	8	-38.4%

CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through March

Classification	2016	2017	%Change
53001 DISORDERLY CONDUCT	3	1	-66.6%
53002 PUBLIC PEACE -OTHER	5	1	-80%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	2	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	14	13	-7.14%
55000 HEALTH AND SAFETY	1	0	-100%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	1	3	200%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	0	0	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	8	8	0%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	58	54	-6.89%
2800 JUVENILE OFFENSES AND COMPLAINTS	6	9	50%
2900 TRAFFIC OFFENSES	61	62	1.639%
3000 WARRANTS	51	72	41.17%
3100 TRAFFIC CRASHES	72	71	-1.38%
3200 SICK / INJURY COMPLAINT	236	241	2.118%
3300 MISCELLANEOUS COMPLAINTS	449	442	-1.55%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	176	315	78.97%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	1569	1498	-4.52%
3800 ANIMAL COMPLAINTS	33	29	-12.1%
3900 ALARMS	44	81	84.09%
NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals	2697	2820	4.560%
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	3	0	-100%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	145	142	-2.06%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%

CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through March

Classification	2016	2017	%Change
MISCELLANEOUS A THROUGH UUUU	0	0	0%
TRAFFIC WARNINGS	0	0	0%
Group D Totals	148	142	-4.05%
5000 FIRE CLASSIFICATIONS	43	102	137.2%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%
Group E Totals	43	102	137.2%
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	0%
6200 ARREST ASSIST	0	0	0%
6300 CANINE ACTIVITIES	0	0	0%
6500 CRIME PREVENTION ACTIVITIES	0	0	0%
6600 COURT / WARRANT ACTIVITIES	0	0	0%
6700 INVESTIGATIVE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
CANINE ACTIVITIES	0	0	0%
Group F Totals	0	0	0%
Totals for all Groups	3007	3194	6.218%



Special/Study Session Meeting
6:00 p.m., Monday, March 20, 2017 6 p.m.
Conference Room
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on March 20, 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
City Clerk Halberstadt
City Manager Murphy
Attorney Schultz

2. Approval of Agenda

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

3. Public Comment

No public comment was heard.

4. Update on Courthouse Property

Present: Dan Blugerman, Vice-President, Thomas A. Duke Company

Dan Blugerman provided an update on the courthouse property and the ongoing effort to find the right use.

Blugerman speculated as to when the school district might sell their property and whether the City should partner with them. He stated that developers want larger sites for single family homes, however, if the City wants the property sold sooner, the multi-family direction may be the way to go. There isn't much interest in senior housing at this time.

Discussion followed regarding previous offers for the property, issue of bus depot and diesel generator adjacent to the property and a collaborative RFP with the schools.

Council's preference for the courthouse property is residential, single family homes, not apartments.

Bowman isn't opposed to a senior housing development, but believes owner-occupied housing is the best for the site.

Cowley believes there is a traffic problem already in the area and adding apartments will only make it worse.

Galvin proposed keeping property on the market without a listing price.

Responding to a question from Blugerman, Galvin stated that a single family project with a connector to the school property would be ideal. However, if that is not workable, a single family project on the 3-acre Courthouse site is fine with owner-occupied duplexes as a backup plan.

Blugerman wondered if the school district would enter into an agreement with the City for right of first refusal on the bus depot property.

Discussion followed regarding the school district's timeline for selling property.

Motion to direct City Administration to work with Farmington Public Schools in developing a Request for Proposal (RFP); leave the courthouse property on the market; and direct City Administration to make the determination of when RFP's are brought to Council.

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

5. Other Business

No other business was heard.

6. Council Comment

No council comment was heard.

7. Adjournment

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

The meeting adjourned at 6:55 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____



**Regular City Council Meeting
7:00 p.m., Monday, March 20, 2017
City Council Chambers
23600 Liberty Street
Farmington, MI 48335**

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on March 20, 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 7:04 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
City Clerk Halberstadt
Assistant to the City Manager Knowles (left at 8:20pm)
City Manager Murphy
Attorney Schultz
Treasurer Weber

2. PLEDGE OF ALLEGIANCE

Melissa Andrade and daughter Sofia led the pledge of allegiance.

3. PUBLIC COMMENT

No public comment was heard.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. Farmington Monthly Payments Report**
- B. Farmington Public Safety Monthly Report**
- C. Minutes of the City Council**
 - 1. Special – February 21, 2017
 - 2. Regular – February 21, 2017
 - 3. Regular – March 6, 2017

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

5. APPROVAL OF REGULAR AGENDA

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

6. PRESENTATION/PUBLIC HEARINGS

A. DDA Volunteer Recognition Awards

Galvin announced that the Downtown Development Authority recently gave out their annual awards. He introduced and congratulated the nominees for the Mary Martin award who were present including: Polly Varhol, Melissa Andrade and Sean O'Reilly. He congratulated Melissa Andrade who received the award. He also recognized Annette Knowles for her recent honor in receiving the Annette Knowles Legacy Award, an award implemented this year in recognition of Knowles' contributions to the DDA.

Galvin also congratulated Treasurer Chris Weber who recently received the Leadership and Innovation Award from the Chamber of Commerce.

B. Public Safety Annual Report

Director Demers presented the 2016 Public Safety Annual Report. He provided an overview of the department's accomplishments in 2016, including a review of crime data, major case summaries, community policing programs, and new technologies. He stated Farmington continues to rank as one of the safest communities in Michigan, citing information from two independent entities. He discussed mixed results in crime rates, noting decreases in home invasions, auto theft, identity theft and larceny, and increases in forgery/counterfeiting, commercial burglary, retail fraud, narcotics and weapons offenses.

Bowman thanked Director Demers and his department for all of their hard work. She expressed appreciation for their involvement in the community. She also expressed appreciation for their help during the major wind storm.

Cowley congratulated the Public Safety Department on the great job they are doing. He asked about the status of parking enforcement.

Demers responded parking enforcement continues to evolve. He noted they recently lost their Parking Enforcement officer and are currently looking for her replacement. He stated the current parking enforcement plan is working, however, ongoing adjustments will continue to be made.

Cowley noted there is a lot of support for parking enforcement from the community. He further noted very few customers are receiving parking tickets. He spoke about a recent 911 upgrade undertaken by the City of Farmington Hills to allow mobile 911 that will bring a number of enhancements to the system.

Demers responded he will be serving as Chairman of the Radio Oversight Committee for Oakland County. He stated there is a tremendous amount of technological change coming as it relates to 911 dispatch. He commented that in a couple of months he will be able to provide Council with more information regarding improvements to the system.

Scott recognized the success of the Public Safety Department given the low crime rates. He noted 9% of the total crime rates were from apartment dwellings. He asked if there is a breakdown on rental homes relative to crime statistics.

Demers stated there is probably 200-250 documented rental homes in the Farmington community. He noted there are many rentals that are undocumented. He does not have crime statistics relative to rental homes, however, he will do some research to see if this data is available.

Schneemann thanked Director Demers for his great presentation. He stated the Department of Public Safety is a point of pride in this community and one of the primary reasons why he lives here. He expressed gratitude for increased enforcement in the community. He was pleased that Public Safety Department is back to full staff.

Responding to a question from Galvin, Demers stated downtown at night continues to remain very safe even with increased nightlife.

Discussion followed regarding speed safety and the effective use of speed signs.

7. NEW BUSINESS

A. Proclamation – Child Abuse Prevention and Awareness Month

Galvin asked Mayor Pro Tem Schneemann to read the proclamation regarding Child Abuse Prevention and Awareness Month.

Move to proclaim April as Child Abuse Prevention and Awareness Month in the City of Farmington.

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

B. Special Event – Farmington Farmers Market Special Liquor Licenses

Walt Gajewski, Market Master, discussed two international events planned for the market for which he is requesting temporary liquor licenses: Italian American Day on August 12th and Polish Festival on October 7th.

Responding to a question from Schneemann, Gajewski stated his original intent was to have one international festival each year on a rotating basis. However, the polish festival held last year was such a huge success that he is bringing back, however the Italian Festival had already been discussed and planned. He stated the concept of international festivals at the market continues to evolve.

Responding to a question from Cowley, Gajewski discussed the management of alcohol at the market. He advised a map of how the market will be set up is required by the Michigan Liquor Control Commission. He stated there is a small area designated on the east side of the pavilion that will have a mobile unit provided by Farmington Brewery. He advised there is a dedicated group of volunteers that stay throughout the entire time monitoring the event. He noted this is a good revenue producer for the market.

Move to adopt a resolution authorizing the application for special liquor licenses from the Michigan Liquor Control Commission for the Farmington Farmers & Artisans Market Cultural Heritage Days on August 12th and October 7, 2017 from 11 a.m. until 3 p.m. in the Riley Park and Sundquist Pavilion. [SEE ATTACHED RESOLUTION].

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

C. Request to Approve Purchase of Two (2) 2017 Ford Police Interceptor Utility Vehicles

Demers advised the request for two Ford Interceptor Utility vehicles is for the FY2017/18 budget. The purchase is part of the ongoing replacement program for public safety administrative and patrol vehicles.

Move to approve a FY 2017/18 budget request to purchase two 2017 Ford Interceptor Police Utility vehicles from Signature Ford in the amount of \$54,673.

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

Roll Call: Cowley, Galvin, Schneemann, Scott, Bowman.

D. Consideration to Approve Riverwalk Documents

Christiansen stated City Administration is recommending council approval of a variety of documents related to the Riverwalk of Farmington Planned Unit Development. He stated the documents are a series of easements as well as a Covenant Deed related to infrastructure. He advised these documents have been coordinated with the City Attorney and the developer.

Move to approve the following documents for the Riverwalk of Farmington Planned Unit Development:

- **The Covenant Deed signed and delivered by Riverwalk Development, LLC for park land required to be conveyed to the City for on-going public operation, use and maintenance in accordance with the Riverwalk of Farmington Planned Unit Development (PUD) Agreement. [SEE ATTACHED COVENANT DEED].**
- **The proposed Storm Water and Surface Drainage Easement, granting the Riverwalk of Farmington Condominium rights to discharge storm water and surface drainage into certain delineated swale areas within the City's park and authorize the City Manager to sign the easement on the City's behalf. [SEE ATTACHED EASEMENT AGREEMENT].**
- **Three (3) proposed (sump discharge) Easements, granting units 27, 38 and 33 within the Riverwalk of Farmington Condominium rights to discharge sump pump drainage into certain delineated areas within the City's park and authorize the City Manager to sign the Easements on the City's behalf. [SEE ATTACHED EASEMENT AGREEMENT].**

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

Roll Call: Galvin, Schneemann, Scott, Bowman, Cowley

E. Consideration to Approve Agreement with Crown Castle

Murphy advised the city has been negotiating with Crown Castle to extend the cell tower agreement. He identified the changes included in the agreement.

Move to approve the second amendment to the cell tower contract between NCWPCS MPL 25-Year Sites Holdings LLC and the City of Farmington as presented. [SEE ATTACHED AMENDMENT].

Responding to a question from Schneemann regarding the five 5-year renewals, Schultz stated the city does not retain the right to refuse any of the renewals.

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

Roll Call: Schneemann, Scott, Bowman, Cowley, Galvin.

F. Consideration to Adopt Resolution #4 - Principal Shopping District (PSD) Renewal

City Administration advised that following the public hearing regarding necessity of the PSD Renewal at the February 21, 2017 meeting, the City Council adopted Resolution No. 3 which instructed the City Assessor to prepare an assessment roll based on the proposed first year assessment. The assessment is levied based on the 2016 real value of commercial property within the district. Resolution No. 4 schedules a public hearing regarding the assessment roll.

Move to adopt Resolution No. 4 to move forward the Principal Shopping District (PSD) renewal process and schedule a public hearing for Monday, April 17, 2017. [SEE ATTACHED RESOLUTION].

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

8. DEPARTMENT COMMENT

Eudy advised that at the next council meeting the City will present a contract for resurfacing several streets in Farmington. Also, at the following meeting on April 17th, a contract will be presented for approval for the sidewalk replacement program. He further noted the re-surfacing of Grand River will begin in late April. A public information meeting has been scheduled with MDOT for April 12th regarding the re-surfacing.

Cowley thanked Assistant Superintendent Josh Leach for his assistance in removing snow from the north lot during a recent snow storm.

Demers thanked Superintendent Eudy and his crew for their help in clearing trees, heavy branches, etc. that resulted from the recent wind storm.

Christiansen advised that the Planning Commission recently held a pre-application conference with the developer of the Maxfield Training Center. He stated the Planning Commission has scheduled a Planned Unit Development (PUD) public hearing regarding the project for April 10th.

Halberstadt stated Mansion Director Shay has been invited to give a presentation in Oxford, England. She also announced the Mansion Open House is scheduled for Sunday, April 2nd.

Murphy mentioned he is now part of the ethics committee for the Michigan Municipal Executives Association.

9. CITY COUNCIL COMMENTS

Bowman stated she was recently invited to attend a coffee hour at Farmington Place where she listened to concerns from the senior community. She shared with them a number of positive changes taking place in the downtown. She discussed the issue expressed by the residents concerning the lack of automatic doors in downtown businesses. She stated it was eye-opening that she was only able to identify three businesses with automatic doors.

Cowley thanked volunteers for sitting through the entire meeting and congratulated them on their nominations. He pointed out that none of the city events can happen without community involvement.

10. CLOSED SESSION – Property Acquisition

Move to enter closed session to discuss property acquisition.

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

Council entered closed session at 8:30 p.m.

Move to exit closed session.

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

Council exited closed session at 9:25 p.m.

11. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 9:25 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____



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

DRAFT

REGULAR MEETING MINUTES

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
City Clerk Halberstadt
City Manager Murphy
Attorney Schultz

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

Chris Schroer, 23620 Warner, stated last year he and his neighbors were informed they would be part of a legal proceeding to amend the plat relative to the Maxfield Training Center (MTC) property. He stated they were told it was necessary to vacate the unimproved parts of Third and Cass Streets to facilitate the sale and redevelopment of the MTC property. They were assured in writing by the law firm of Miller Canfield that this action would not affect the mortgage or title to their property.

Schroer stated that assertion is not necessarily correct. He was in the process of securing a home equity line of credit and in the title search it was discovered there is a pending legal action of which his property is a part of along with all of his neighbors. The bank will not move forward with his application until a discharge is generated. He wants to know who to contact to get a release or discharge.

Schultz advised that the attorney for the Farmington Public Schools indicated this issue was taken care of, however, he will follow-up with her to ensure they will do what is necessary to achieve a resolution.

4. CITY OF FARMINGTON BOARD AND COMMISSION RESIGNATIONS

- a. **Accept the resignation of Elizabeth Turton from the Parking Advisory Committee**
- b. **Accept the resignation of Cathi Waun from the Farmington Area Arts Commission**

Bowman asked City Administration if the volunteers are contacted when they resign.

Galvin advised the City Manager's office sends a thank-you letter when a volunteer resigns.

Move to accept the resignation of Elizabeth Turton from the Parking Advisory Committee and Cathi Waun from the Farmington Area Arts Commission.

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

5. CITY OF FARMINGTON BOARD AND COMMISSION INTERVIEWS

- a. **Interview James White for vacancy on Library Board**
- b. **Interview Cheryl Blau for vacancy on Library Board**

Council interviewed James White and Cheryl Blau for a vacancy on Library Board.

Move to discuss candidates for the Library Board at the April 17th special meeting.

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

6. SPECIAL EVENT APPLICATIONS

- a. **"I Paid My Fair Share" Tax Day Assembly**

Present: Faye Schuett

Faye Schuett discussed the purpose of the proposed Tax Day Rally. The assembly will be presented by Indivisible Michigan-11th District to celebrate Tax Day and to talk about what taxes

do for the community. Members from the community have been invited to speak on behalf of Senate and House Bills pertaining to the disclosure of tax records of those seeking public office.

Responding to Scott's concern regarding security, Murphy advised the Director of Public Safety has been made aware of the event and more patrol cars may be put on the road. Schuett stated the group is planning a very positive event and doesn't think security will be needed.

Schneemann expressed concern regarding the possibility of angry protesters showing up at the event. He expressed a desire to limit political events in the downtown.

Schultz answered that political events cannot be limited and public rallies cannot be expected to pay for security. There is no way to prohibit any group from gathering in Riley Park.

Responding to a question by Schneemann, Schuett stated that none of businesses that were contacted have agreed to participate.

Responding to Schneemann, Murphy advised city administration is satisfied that the requirements of the application have been met.

Bowman asked about set up, presentations, music, and how the rally is being promoted. She also inquired about the tenor of speakers and if other districts are planning similar rallies.

Schuett explained that there will be a band and public speakers using a sound system. The event will be promoted on social media and through other Indivisible groups. The speakers will talk about the merits of taxes and discuss the House and Senate bills mentioned earlier. She thinks there is a rally being planned in Detroit that will be similar to this one.

Cowley expressed concern regarding parking and the security of the event.

Schuett stated they will ask participants to park in the Village Commons parking lot or behind the Fresh Thyme market. In regards to the safety issue, she has not experienced violence at other similar rallies.

Cowley believes that Shiawassee Park would be a better location for the event due to parking issues downtown on a Saturday.

Schuett would like the event at the Riley Park due to its location and beauty.

Galvin stated that the city has not had experience with this type of event. He discussed the original purpose of Riley Park: a farmer's market, a community epicenter, a gathering place. He believes residents may be concerned this rally is an unintended byproduct of what Riley Park and Sundquist Pavilion were intended to be used for. He recommended approaching the management of the Village Commons regarding use of their parking since it is a private lot. He wondered if customers will be driven away by the message of the rally. He would like to speak with Downtown Development Authority (DDA) regarding this paradigm shift of the use of Riley Park.

Scott inquired about the capacity of Riley Park and if there is a plan in place should events like this one spill out beyond the boundaries.

Schultz explained that Director Demers may need to be part of the planning process for anticipated larger events. He suggested using this rally as a test case and if the crowds are larger than can be accommodated in Riley Park, it may be within Council's right to require future rallies be held at Shiawassee Park or Drake Park.

Schuett promised to contact Demers and work with him to ensure a positive and safe rally.

Schneemann suggested Council consider incorporating further limits to the events policy.

Discussion followed regarding making Riley Park a limited public forum.

Galvin would like the DDA to be involved in making revisions to the special events policy.

Scott expressed concern about infrastructure and bathroom facilities for rally participants.

Move to approve the special event request from Indivisible Michigan – 11th District, to hold an "I Paid My Fair Share" Tax Day Assembly at Riley Park on Saturday, April 15, 2017 from noon until 4pm.

RESULT:	APPROVED
MOVER:	Bowman, Councilmember
SECONDER:	Scott, Councilmember
AYES:	Bowman, Galvin, Schneemann, Scott
NAYES:	Cowley

b. Community Get-Together Benefiting Freedom House

Present: Becky Burns and Rosie Burns-Pavlik

Becky Burns, owner of the Sunflour Bakehaus, and her daughter, Rosie Burns-Pavlik, spoke about the purpose of the Freedom House, a nonprofit shelter that supports people seeking political, social, and economic refuge in the United States. Freedom House receives HUD funding, but it is uncertain whether those funds will continue. The purpose of event is to raise money and awareness throughout the community about Freedom House. The event is sponsored by Sunflour Bakehaus, Hope Lutheran Church, First Presbyterian Church, Birmingham Temple, Tawheed Center, Muslim Community Mosque, and Secular Humanists of Southeastern Michigan. Burns is looking for additional sponsorships from local businesses as well. Food will not be offered at the event, but gatherers will be encouraged to eat at local establishments.

Bowman asked how the fundraising will be handled and about clean-up.

Burns stated that volunteers will have canisters to collect money during the event. Each sponsor will contribute \$100. The organizers can bring in extra garbage cans and will clean up after the event.

Responding to a question by Cowley, Burns believes the restroom facilities in Riley Park are adequate for both the swing dancing and farmer's market events, so should be adequate for this event as well. She will look into renting portable bathrooms if needed.

Scott expressed concern about security.

Responding to Scott's concerns regarding security, Burns stated that Public Safety will be aware of the event and there will be volunteer security as well.

Schneemann noted that the applicant did not comply with deadline of application.

Murphy discussed the catch-22 of meeting the deadline: vendors can't be asked to come in without a date, and a date cannot be set until Council approves it.

Schneemann stated that Council needs to address the catch-22 in the application and would like to discuss setting a limit on number of people that can attend an event.

Responding to a question by Schneemann, Murphy advised DPW has not expressed any concerns regarding use of the toilets at Riley Park at large events.

Galvin requested Burns to touch base with Director Demers for security and parking.

Move to approve the special event application for a Community gathering to benefit the Freedom House at Riley Park on June 25, 2017 from 1-6pm.

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

7. CONSIDERATION TO APPROVE UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT WITH WIDOPENWEST MICHIGAN, LLC

Present: Keith Kirby, WOW

Murphy advised Council has no choice in approving the contract as a result of the Franchise Law.

Discussion followed regarding how WOW cables would be installed and that Farmington will have more options for cable service.

Kirby advised that WOW will be sending out flyers regarding tree trimming.

Responding to a question by Scott, Kirby spoke about the need to attach cable to poles and bury it in the ground. He stated residents will receive an email and contact information from the project manager in case there is damage to sprinkler lines, dog fences, etc. WOW crews are able to mend sprinkler lines and dog fences that are damaged.

Move to adopt a resolution approving the Uniform Video Service Local Franchise Agreement with WideOpenWest Michigan, LLC as presented. [SEE ATTACHED RESOLUTION].

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

8. CONSIDERATION TO ACCEPT BID FOR THE 2017 FARMINGTON ROADS HMA (ASPHALT ROADS) MAINTENANCE PROJECT

Present: Matt Parks, OHM

Parks discussed the bid process for the Farmington Roads maintenance project. OHM vetted the low bidder, Pro-Line Asphalt Paving Corporation and determined the package was complete. The project will affect a total of five roads: Heritage, Cloverdale, Prospect, Hayden, and Warner. The roads were chosen by the ad-hoc roads committee. OHM recommends that Pro-Line be awarded the bid.

Schneemann asked why Oakland Street between Farmington Road and Grand River is not on the schedule.

Murphy concluded that it is due to the involvement of a water main.

Galvin advised that other streets chosen did not contain water mains. The roads committee is trying to tie projects together to use similar funds.

Parks said that the upcoming Grand River mill and overlay was also a factor in not doing Oakland Street.

Discussion followed regarding the condition of Oakland Street, options for repair, and the challenge of prioritizing roads that need repair.

Parks mentioned that work on the designated roads will probably start at the end of April.

Galvin spoke about a media release for the road projects.

Move to award the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance project to Pro-line Asphalt Paving Corporation, Washington Twp., in the amount of \$421,396.20, and include a \$41,603.80 contingency budget for a total construction budget of \$465,000.

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

Roll Call: Cowley, Galvin, Schneemann, Scott, Bowman

9. REVISED CONSTRUCTION ESTIMATE NO.2 (FINAL) CHANGE ORDER NO.1 (BALANCING) FOR THE RAPID FLASHING BEACON AT FARMINGTON ROAD & STATE STREET

Murphy provided background on the revision: Finance Director Weber noticed a discrepancy between Construction Estimate No.1 and Construction Estimate No.2 of the retainage held in the amount of about \$150.00

Move to approve the revised Construction Estimate No. 2 (Final) and Change Order No. 1 (balancing) with J. Ranck Electric, Inc. as presented.

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

10. RECOGNITION OF HOUSE RESOLUTION NO. 44 DECLARING APRIL 2017 AS MICHIGAN STUDENT ATHLETE CARDIAC AWARENESS MONTH IN THE STATE OF MICHIGAN

Move to support House Resolution No. 44 declaring April 2017 as Michigan Student Athlete Cardiac Awareness Month in the State of Michigan.

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

11. OTHER BUSINESS

No other business was heard.

12. COUNCIL COMMENT

Schneemann spoke about the seriousness of the encumbrance on homes surrounding the MTC property as described by Chris Schroer during Public Comment. He would like more information about what Council can do to remedy the situation. He is concerned the city could have liability.

Schultz advised the school district sent notice identifying surrounding properties that are affected by the litigation. It seems the bank in Schroer's case needs a note terminating the notice. He sent an email to School District attorney to resolve issue. A judge has signed the consent judgement.

Schneemann stated the city made a commitment that there would be no impact on residential property surrounding MTC and should communicate with schools to get this resolved.

Schultz will contact the attorney for Farmington Public Schools in morning to make sure this issue will be resolved.

Schneemann believes that the City owes the homeowners an apology.

13. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 9:15 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____

**Farmington City Council
Agenda Item**

**Council Meeting
Date: April 17, 2017**

Item Number

6B

Submitted by David Murphy, City Manager
Annette Knowles, DDA Executive Director

**Agenda Topic: Public Hearing – Principal Shopping District Special Assessment Renewal
– Assessment Roll**

Proposed Motion

No specific action is required during the public hearing.

Background

At the March 20, 2017 meeting, the City Council scheduled a public hearing regarding the proposed special assessment roll for the renewal of the Principal Shopping District (PSD) Special Assessment. Notices were sent to all of the property owners of record within the district. In addition, public notice was published in the Farmington Observer.

The purpose of the public hearing is to accept comments from property owners within the district. Following the public hearing, City Administration requests that the City Council approve a resolution to renew the district.

Materials Attached

Assessment Roll
Letter from Castle Dental

**2017
SPECIAL ASSESSMENT ROLL
CITY OF FARMINGTON
PRINCIPAL SHOPPING DISTRICT
SPECIAL ASSESSMENT**

SAD NO.: 2017-90
Yr. 1 of 5

Statement of Intent:

This Special Assessment District and Roll have been established under the authority of Public Act 120 of 1961 (MCL 125.981) to collect **\$ 920,000** over a five (5) year period, beginning with the July 1, 2017 tax roll, for the purpose of funding the administrative, marketing, promotional and maintenance activities as described in the Principal Shopping District (PSD) Development Plan.

The Special Assessment District includes all non-residential and non-residential portions of all non-exempt real property located within the Downtown Development Authority District. The total amount to be collected in each of the five (5) years of the plan will be spread based upon the percentage that each individual non-residential real property assessment is of the total non-residential real property assessment for the Special Assessment District. The prior year Downtown Development Authority Assessment Roll, as certified by the March Board of Review and as amended by Assessor's Corrections, decisions of the July and December Board of Review, and orders of the Michigan Tax Tribunal and State Tax Commission, will be used in determining the allocation of the installment payments as approved by the Farmington City Council for each year of the five (5) year plan.

SPECIAL ASSESSMENT ROLL COLLECTION SUMMARY

	Proposed	Actual	
2017 / 1st Year	\$180,000	\$180,000.00	\$920,000
2018 / 2nd Year	\$182,000	\$182,000.00	
2019 / 3rd Year	\$184,000	\$184,000.00	
2020 / 4th Year	\$186,000	\$186,000.00	
2021 / 5th Year	<u>\$188,000</u>	<u>\$188,000.00</u>	
Total:	\$920,000	\$920,000.00	Total Proposed Current Year Collection (July/December, 2017):
			\$180,000

BASED UPON ANNUALLY APPROVED INSTALLMENTS (2017-2021)
OVERALL REDUCTION IN COLLECTIONS: N/A

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

April 12, 2017

Dear Members of the City Council:

I would like to commend the city council's effort to improve the Downtown District. The improvements are a step forward in making downtown Farmington a better place.

However, while the improvements are good for most, they are of *no* consequence to others. That is the case here at Castle Dental Lab. We are strictly a wholesale business doing *no* retail business whatsoever. The improvement for our establishment is minimal at best. Possibly adding some increase in property value for future sale of our property. Unfortunately, we are not in a position to gain advantage from this for the short term.

We would like to protest our contribution to the special assessment. If not eliminated, perhaps it could be modified to better suit the amount of gain we would receive from the improvements.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Michael A. Kopczyk".

Michael Kopczyk
Daniel Kopczyk
James Kopczyk

Farmington City Council Agenda Item	Council Meeting Date: April 17, 2017	Item Number 7A
Submitted by David Murphy, City Manager Annette Knowles, DDA Executive Director		
<u>Agenda Topic:</u> Consideration to Adopt Resolution to Reestablish the Principal Shopping District Special Assessment for a Five-Year Period		
<u>Proposed Motion</u> Adopt Resolution #5 to renew the Principal Shopping District Special Assessment		
<u>Background</u> The City Council is holding a public hearing on April 17 to accept comment regarding the proposed assessment roll for the renewal of the Principal Shopping District (PSD). At the conclusion of the public hearing, City Council is asked to consider approval of Resolution #5 which establishes the first-year assessment at \$180,000, with a one-percent annual increase thereafter over the five-year effective period. Approval of Resolution #5 is the final step in the process to renew the PSD Special Assessment for the five-year period which commences on July 1, 2017. <u>Financial Impact</u> The proposed PSD assessment overall represents a reduction from previous renewals. It is expected that the DDA will request the reinstatement of a two-mill levy in its 2017-2018 budget (now capped at 1.9705 mills for 2017). The proposed renewal presents approximately one-third of the Downtown Development Authority's total projected revenue for fiscal year 2017-2018.		
<u>Materials Attached</u> 1. Resolution #5		

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON
[Principal Shopping District]
[Resolution No. 5]

Minutes of a Regular Meeting of the City Council of the City of Farmington, County of Oakland, Michigan, held in the City Hall in said City on Monday, April 17, 2017, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____
_____ and supported by Councilmember _____.

RECITATIONS:

The City has considered the levy of a special assessment under the authority of Act 120 of 1961, being MCL 125.981, et seq., within the City's Principal Shopping District (PSD).

The PSD Project for which the special assessment is contemplated (the "Project") is intended to carry out administrative, marketing, promotional, and maintenance activities as described in the various marketing and development plans and specifications prepared by the City and/or the Downtown Development Authority (DDA) on behalf of the City.

The Project is designed and intended to especially benefit the properties identified in the special assessment district attached to this Resolution, which shall be designated as Special Assessment District No. 2017-90 (the "**District**").

After an initial consideration, the City Council adopted its Resolution No. 2 declaring its tentative intent to proceed with the Project, and subsequently the Council adopted Resolution No. 3, directing the City Assessor to prepare the special assessment roll.

Plans and specifications for the Project, the cost of the Project in the amount of \$920,000.00 {spread over five (5) years with an initial levy in 2017 of \$180,000, and thereafter \$182,000 in 2018; \$184,000 in 2019; \$186,000 in 2020; and \$188,000 in 2021}, and the special assessment district have been approved by Resolutions of the City Council, following public hearing.

In accordance with the direction of the City Council, the Assessor prepared a special assessment roll allocating the total cost of the Project to the properties within the District according to law, and the Assessor has filed such roll with the City Clerk. Thereafter, the City Council adopted its Resolution No. 4, setting a public hearing on the special assessment roll. The hearing was duly noticed according to law for the purpose of hearing objections with respect to the assessment roll and held on April 17, 2007, in accordance with the notice.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council has determined that it is satisfied with the special assessment roll; that the proposed assessments are in proportion to the benefits received or to be received as a result of the Project; and that it would be appropriate to approve and confirm the special assessment roll and proceed with the Project.

2. The special assessment roll for Special Assessment District No. 2017-90 in the amount of \$920,000.00 (\$180,000 for 2017) shall be and is hereby adopted and confirmed.

3. The City Clerk is directed to endorse on the special assessment roll the date of this confirmation, which shall be final and conclusive for the purpose of the Project unless the special assessment is contested in the State Tax Tribunal within the time and manner provided by ordinance and state law.

4. The special assessment against any property as made on the roll, or any part of such special assessment, may be paid in full on or before July 1, 2017 (the "**Cash Payment Date**").

5. All amounts of an assessment not paid on or before the Cash Payment Date shall be assessed against each property in the District in approximately equal installments, the first of which shall be due and payable on July 1, 2017, the second of which shall be due and payable on July 1, 2018, and all subsequent installments shall be due and payable successively in intervals of 12 months from the due date of the second installment.

6. Any portion of an assessment that has not been paid on or before the Cash Payment Date shall bear interest until paid from July 1, 2017, at a rate equal to four (4) percent per annum. Interest shall be due on the due date of the principal assessment installment payments, as noted above, commencing on the date the first assessment payment is due, as stated above. If any installment is not paid when due, the installment shall be deemed to be delinquent and a penalty shall be collected at the rate of one percent for each month or fraction of a month that the installment remains unpaid before being reported to the City Council for reassessment upon the City tax roll.

7. The City Clerk is directed to attach her warrant as required by law to the roll and to direct the roll, with her warrant attached, to the City Treasurer.

8. The City Treasurer shall collect the special assessments in accordance with the terms of this Resolution, the warrant and the statutes of the State of Michigan.

9. Special assessments or installments thereof that become due July 1 of any year, and delinquent assessments together with accrued collection fees, interest, and penalties thereon that have been placed on the City tax roll, shall be collected in all respects as are City taxes due on such date and shall be returned to the County Treasurer with such taxes if unpaid on the following March 1.

10. All or any part of the unpaid assessment may be paid at any time with interest accrued through the month in which the payment is made.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

CERTIFICATION

It is hereby certified that the foregoing Resolution is a true and accurate copy of the Resolution adopted by the City Council of the City of Farmington at a meeting duly called and held on the 17th day of April, 2017.

CITY OF FARMINGTON

BY: _____
SUSAN K. HALBERSTADT, CLERK

Submitted by: Frank Demers, Director of Public Safety

Description: Consideration to Amend Traffic Control Order - Shiawassee Between Grand River and Farmington Road

Requested Action:

Adopt Resolution to Amend Traffic Control Order - Shiawassee Road
Approve Plan to re-stripe Shiawassee Road and add parking lane

Background:

City administration was approached by a number of concerned Shiawassee Street residents regarding a plan to calm traffic between Grand River Avenue and Farmington Road (west intersection). The plan called for adjusting the location of the double yellow lane divider and implementing a parking lane on the north side of Shiawassee between Grand River and Farmington Road. The narrowing of the roadway by moving the double yellow lane divider south approximately five (5) feet and striping the roadway to include a parking lane will likely have a positive impact on calming traffic speed. The designated parking lane will also offer additional untimed parking in the downtown area.

City Administration recommends approval of the attached resolution formally approving the proposed traffic control order amendment. The traffic control order will take effect when the "No Parking" signs are removed/relocated.

CITY OF FARMINGTON
OAKLAND COUNTY, MICHIGAN

RESOLUTION NO.

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL TO AMEND TRAFFIC
CONTROL ORDERS**

The Farmington City Council resolves that the Traffic Control Order issued by the Director of Public Safety of the City Of Farmington, dated February 1972, is hereby amended as follows: as provided for in Section 28-1153 of the Uniform Traffic Code, as adopted in Section 31-51 of the City Code of the City Of Farmington, and Section 31-60 of the City Code of the City of Farmington.

Chapter 5 – PROHIBITED PARKING ANYTIME

AMEND:

Section 5.30 - Shiawassee

- (a) North side from Grand River to Glenview Street (west)

AMEND:

Section 5.30- Shiawassee

- (b) North side from the east drive of 33400 Shiawassee (First Baptist Church) west of Farmington Road (west) to Power Road (east)

RESULT:

MOVER:

SECONDER:

AYES:

I, Susan K. Halberstadt, duly authorized City Clerk for the City of Farmington do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Farmington City Council at a regular meeting held on this _____ day of _____ 2015, in the City of Farmington, Oakland County, Michigan.

Susan K. Halberstadt, City Clerk

Farmington City Council Agenda Item	Council Meeting Date: April 17, 2017	Item Number 7C	
Submitted by Same as last year			
Agenda Topic Consideration of Resolution to Accept Oakland County West Nile Grant			
Proposed Motion Move to adopt resolution authorizing the City Manager to submit a reimbursement request to Oakland County in the amount of \$1,375.97 under the West Nile Fund program.			
Background <p>Beginning in 2003, Oakland County has provided funding to local units of government to address concerns related to the West Nile Virus. This year, the City will receive \$1,375.97 based on actual expenses.</p> <p>City staff has received approval from Oakland County to purchase briquettes that would be placed in catch basins throughout the City. Standing water in catch basins is a primary breeding ground for mosquitoes. These briquettes would kill the mosquito larvae in the catch basin. This is considered one of the most cost effective measures to address the problem of mosquitoes.</p> <p>In order to receive funding reimbursement for the purchase of the briquettes, it is necessary for the City Council to adopt a resolution authorizing the City Manager to submit a reimbursement under the West Nile Virus Fund program. Enclosed is a resolution for the City Council to authorize the reimbursement request.</p>			
Materials Attached Project Plan Order Confirmation			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

RESOLUTION NO.

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF FARMINGTON

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SUBMIT AN EXPENSE REIMBURSEMENT REQUEST UNDER OAKLAND COUNTY'S WEST NILE VIRUS FUND PROGRAM.

WHEREAS, upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Fund Program to assist Oakland County cities, villages, and townships in addressing mosquito control activities; and

WHEREAS, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages, and townships to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures/activity, mosquito habitat eradication, mosquito larviciding or focus adult mosquito insecticide spraying in designated community green areas; and

WHEREAS, the City of Farmington submitted a plan to place briquettes in catch basins throughout the City to kill the mosquito larvae in the catch basin; and

WHEREAS, the plan was approved by the Oakland County Health Department; and

WHEREAS, the City of Farmington has incurred expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County's West Nile Virus Fund Program.

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council authorizes and directs its City Manager, David M. Murphy, as agent for the City of Farmington, to request reimbursement in the amount of \$1,375.97 for mosquito control activity in the manner and to the extent provided under Oakland County West Nile Virus Fund Program.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER:

SECONDER:

AYES:

I, Susan K. Halberstadt, duly authorized City Clerk for the City of Farmington do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Farmington City Council at a regular meeting held on Monday, April 17, 2017, in the City of Farmington, Oakland County, Michigan.

Susan K. Halberstadt, City Clerk



675 Sidwell Ct
 St Charles, IL 60174
 U.S.A.
 www.clarke.com
 TOLL-FREE: 800-323-5727
 PHONE: 630-894-2000
 FAX: 630-443-3070
 EMAIL: info@clarke.com

ORDER CONFIRMATION

B City of Farmington DPW
I 33720 W 9 Mile Rd
L
L Farmington, MI 48335-4708
T Chuck Eudy
O 248-473-7250

005169

S City of Farmington DPW
H 33720 W 9 Mile Rd
I
P Farmington, MI 48335-4708
T Chuck Eudy
O 248-473-7250

Customer PO # VERBAL JOSH

Order #	Order Date	Delivery Method	Written by	Salesperson	Quote #	Page #
0000115962 / D	04/03/17	United Parcel Post	NDAVIS	Chris Novak	0002017018	1(1)
Item no / Warehouse	Item Description		Qty Ordered	Unit	Unit Price	Extended Price
11010-B / ROS	ALTOSID XR BRIQUETS		2	cs	697.40	1,394.80

Requested Delivery Date: 04/03/17
 *AGRICULTURAL INSECTICIDE, N.O.I., OTHER THAN LIQUID,
 *NON-HAZARDOUS
 *CLASS 60

Order total :	1,394.80
Total:	1,394.80



OAKLAND
COUNTY MICHIGAN

HEALTH DIVISION

OAKLAND COUNTY EXECUTIVE L. BROOKS PATTERSON

Kathleen Forzley, Manager
(248) 858-1280 | health@oakgov.com

March 16, 2017

Dear Oakland County Municipality:

The 2017 West Nile Virus (WNV) reimbursement amount for Farmington is \$1,375.97.

In addition to attending today's WNV Training, further requirements for reimbursement are as follows:

- Project Plan due **April 28, 2017**
- Resolution due **June 30, 2017**
- Invoices due **August 18, 2017**

Specifics regarding these requirements will be covered during today's training event, but further questions can be answered by Kristina Ottenwess at ottenwessk@oakgov.com or by phone at 248-858-5325.

Sincerely,

OAKLAND COUNTY HEALTH DIVISION
Department of Health and Human Services

Kathleen Forzley, R.S., M.P.A.
Manager/Health Officer

Municipality: City of Farmington

Contact Name: Josh Leach

Contact Phone: 248-473-7250

Contact Email: jleach@farmgov.com

Previous Year Product Inventory:
(Include product name/type; quantity; expiration date)

N/A

Describe plan for use of previous year product inventory:

N/A

Current Year Plan: **Must attach product quotes**
(Include product name, type, and purpose)

Use ALTOSID XR BRIQUETS in catch basins

See Order Confirmation

Current Year Distribution Plan:

This years plan is to have DPW personnel distribute the larvicide briquets in catch basins throughout the city.

**Farmington City Council
Agenda Item**

**Council Meeting
Date:** April 17, 2017

**Item Number
7D**

Submitted by: Kevin Christiansen, Economic & Community Development Director

Agenda Topic: Consideration of Resolution Amending Water and Sewer Connection Fees

Proposed Motion

Adopting of Resolution Amending Water and Sewer Connection Fees

Background

The City has undertaken a review of its residential and non-residential water and sewer connection fees in view of the costs related to the provision of water and sewer service. The matter was reviewed at the Council's December 19, 2016 and February 6, 2017 City Council meetings (see attached copy of minutes). Farmington's current residential water and sewer connection fees are \$300 and \$400 per unit, respectively. Non-residential water and sewer connection fees vary and are based upon a unit consumption factor by Oakland County times the City's residential rates. Water and sewer connection rates of surrounding area communities vary as shown on the attached spreadsheet.

The attached proposed Resolution would update the current water and sewer connection fees to be in line with current costs, at \$1,200 and \$1,500, respectively. The amount of the fees, if amended, would be similar to those charged by surrounding communities.

Materials Attached

Proposed Resolution Amending Water and Sewer Connection Fees
February 6, 2017 City Council Meeting Minutes
December 19, 2016 City Council Meeting Minutes
City of Farmington Current Water and Sewer Connection Fee Schedule
Spreadsheet of Surrounding Area Communities Water and Sewer Connection Fees

CITY OF FARMINGTON
OAKLAND COUNTY, MICHIGAN

RESOLUTION AMENDING WATER AND SEWER CONNECTION FEES

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

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

WHEREAS, the City Code for the City of Farmington, Chapter 34, Water and Sewers, authorized the establishment by the City Council, by resolution, of water and sewer connection fees; and

WHEREAS, more specifically Section 34-32 relating to water system connection charges states that "no property within the City shall hereinafter be connected to the City water distribution system until the owner thereof shall obtain a permit for such connection and shall have paid to the City a connection charge established by resolution of the City Council based upon Unit Factor Water Consumption Schedule prepared for and adopted by the City Council;" and

WHEREAS, with regard to waste water discharge and sewer service, Section 34-140 calls for the establishment of certain charges in connection with the operation of the City's sanitary sewer system; and

WHEREAS, the City Council has reviewed connection fees as relates to the cost to the City of operating the water and sewer systems;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Farmington City Council adopts the following connection fees:

Residential

Water	\$1,200.00
Sewer	\$1,500.00

Non-Residential

Water	Based on Unit Factor Water Consumption Schedule published by Oakland County times the residential rate
Sewer	Based on Unit Factor Water Consumption Schedule published by Oakland County times the residential rate

AYES:
NAYS:
ABSTENTIONS:

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

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

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

SUE HALBERSTADT
Clerk, City of Farmington

Scott asked regarding the clarity of wayfinding signs in terms of timed and untimed lots. He suggested the Downtown Development Authority consider additional signage.

Responding to a question from Bowman, Demers advised State Law allows communities to subject handicap spaces to timed parking.

Murphy advised the handicap parking issue will go to the parking committee for consideration.

Murphy asked what changes Council would like to see made to the ordinance.

Cowley expressed support for issuing two tickets. He wants there to be only one shot in a timed lot. Once someone has reached the 3-hour limit they are no longer able to park in a timed lot.

Scott would support not allowing someone to move from one timed parking lot to another.

Bowman stated she is not ready to create more parking laws. She does not support double tickets. She also does not support ticketing someone who moves their car. She believes there needs to be better signage, maps, and more education to the public as to where to park.

Schneemann's experience is that the more attractive a place becomes the laws become more draconian. He wants Farmington to be a friendly community and not to be so overbearing and punitive that we lose patronage. He does believe there is some logic to three and out rule, but the proposal could be onerous. Without the mayor in attendance, he believes they do not have full opinion of council. He didn't hear any disagreement on tire mark erasing. He would like clear delineation of the parking lots in terms of location and boundaries.

6. WATER AND SEWER FEE SCHEDULE

Christiansen presented a review of water and sewer connection fee comparisons with other cities that was briefly discussed at the December 19, 2016 City Council meeting. The purpose of this item is to discuss whether the city should update its' current water and sewer connection fees.

Cowley asked for Christiansen's recommendation as to what the fees should be.

Christiansen suggested \$1000 for a one inch residential tap and an increase of \$100 for every additional ½ inch. In addition, he recommends \$1200 per tap for residential sewer connection. For commercial, a 12" tap would be \$3200 and after that it is metered.

Cowley expressed support for Christiansen's recommendation.

Scott stated he does not want someone deterred from a sprinkler line tap due to the connection fee. He does not believe fees would be detrimental to a project.

Discussion followed regarding the number of taps for a condominium project and about adjustments for a sprinkler tap.

Responding to a question from Bowman, Christiansen clarified that this fee would be a one-time capital charge to tap into the water and sewer system, i.e. new construction.

Schneemann asked for clarification on comparable fees and when the city's fees were last changed. He expressed support for a \$1200 water fee and a \$1500 sewer fee.

Discussion followed regarding the number of fire suppression installations in the city.

Schneemann would like to add language to the city fee schedule where cost for fire suppression could be waived.

Murphy suggested that Council regroup, do more research and possibly take an average of the comparable rates.

Schneemann clarified these are strictly for tap fees only and have nothing to do with residential and commercial water bills. These fees would be for new taps, new developments and new construction.

7. OTHER BUSINESS

No other business was heard.

8. COUNCIL COMMENT

Bowman is looking forward to the joint meeting tomorrow between the City of Farmington Hills, Farmington, and Farmington Public Schools. She is interested in seeing how we can be mutually beneficial to each other.

Schneemann wished Mayor Galvin well and hopes he is on the mend.

9. ADJOURNMENT

Motion to adjourn the meeting.

Scott is interested in finding out what individual businesses pay in the cities cited earlier.

Bowman wanted to know the top three items on which the business owners would spend the PSD funds.

Knowles responded that the top answers were parking lot maintenance and landscaping, public utilities, and seasonal decorations.

Responding to a question by Bowman, Knowles stated that an assessment increase is possible to support additional projects.

Galvin wants to be cautious about language that addresses a 2 mill levy. He would like to clarify that it is not a tax increase for businesses.

Knowles discussed how it would be structured so there is no increase to businesses. Commercial properties will actually see a slight decrease in year one.

Galvin would like to see the Briefer sent out to residential properties.

Knowles detailed the next steps again.



B. Review of Water and Sewer Connection Fees

Christiansen reviewed water and sewer connection fees comparisons with other cities. The City's fees have not changed in many years and possibly need to be adjusted.

C. Review and Consideration of Farmington Downtown Area Plan 2015 Amendment - Development Area E, East Grand River Area Plan

Christiansen reviewed the amendment to Downtown Area Plan- Area E.

Move to accept the amendment to the Downtown Area Plan 2015 – incorporating Development Area E, East Grand River Area Plan.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeff Scott, Councilmember
SECONDER:	Greg Cowley, Councilmember
AYES:	Sara Bowman, Greg Cowley, William Galvin, Jeff Scott
ABSENT:	Steve Schneemann

5. OTHER BUSINESS

No other business was heard.

CHAPTER 11

WATER AND SEWER RATES, FEES AND CHARGES

SECTION 1 – FARMINGTON METERED USERS

Water Consumption Charge	\$ 5.16 per 1,000 gallons of water used
GLWA Fixed Water Charge	\$30.24 per premise served, quarterly
Sewer Commodity Charge	\$6.55 per 1,000 gallons of water used
GLWA Fixed Sewer Charge	\$35.74 per premise served, quarterly

SECTION 2 – WHOLESALE AND OUTSIDE CUSTOMER WATER RATES

Farmington System to Other Systems	\$18.67 per thousand cubic feet
Farmington to Outside Customers	\$ 5.16 per 1,000 gallons of water used plus \$30.24 per premise served, quarterly
Farmington Evergreen System to Other system	\$19.10 per thousand cubic feet

SECTION 3 – WHOLESALE AND OUTSIDE CUSTOMER SEWER RATES

Farmington District to Other systems (wholesale)	\$57.55 per thousand cubic feet
Farmington Evergreen System to Other system (wholesale)	\$21.59 per thousand cubic feet
Farmington Evergreen District to Outside Customer	\$ 6.55 per 1,000 gallons of water used plus \$35.74 per premise served, quarterly

Note: The \$30.24 GLWA Fixed Water Charge and \$35.74 GLWA Fixed Sewer Charge will be assessed quarterly unless the account is closed and/or the meter removed.

SECTION 4 – CONNECTION FEES

Residential Water	\$300.00
Residential Sewer	\$400.00
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 7/01/16
Amended 6/20/16

Water/Sewer Tap Fees Comparison
Municipality

Municipality		Water	Sewer		
Lathrup Village		3/4"	\$1,250 plus ROW permit/fee		
		1"			
		1 1/2"			
		2"			
Huntington Woods	Existing Residential	1"	4"		
		1 1/2"	6"		
		2"			
	Existing Commercial	1 1/2"	plus ROW permit/fee		
		2"	4"		
		3"	6"		
		4"	8"		
		6"			
Berkley		1" \$1,000 + \$40 water service	4" - 12" \$40		
		1 1/2" \$1,300 + \$50 water service	14" \$45		
		2" \$1,500 + \$60 water service	16" \$50 plus \$1500 bond		
		3" \$1,700 + \$90 water service	18" \$55		
		4" \$1,900 + \$100 water service	20" \$60		
Oak Park		20+" \$65			
Hamtramack	Residential	1" minimum \$500	LEFT MESSAGE FOR JENNIFER WILSON 11/18/16 AND TRIED AGAIN 11/21/16; STILL WAITING FOR RETURN CALL		
		\$500 per inch diameter + \$100 installation fee + meter (market value) + construction water (\$48 residential/ \$95 commercial)			
Hamtramack	Residential	1"	\$3,250	\$3,900	\$4,000 Wastewater/Sewer Tap
		1 1/2"	\$3,350		
	Commercial	1"	\$4,000	\$4,050	\$4,050 Wastewater/Sewer Tap
		1 1/2"	\$4,100		

Attachment: Water Sewer Tap Fees Comparison (2028 : Review of Water and Sewer Connection Fees)

Water/Sewer Tap Fees Comparison

Municipality	Water		Sewer	
	2"	\$5,000		
	4"	\$5,200		
	6"	\$5,750		
	8"	\$6,050		
Ferndale	3/4"	\$1,800 + \$50 water service	6"	\$50
	1"	\$1,850 + \$55 water service	8"	\$55
	1 1/2"	\$2,050 + \$60 water service	10"	\$60
	2"	\$2,250 + \$65 water service	12"	\$65 plus \$2035 street cut + 10%
			15"	\$75
			18"	\$85
			18+"	\$115
Clawson	1"	\$1,500		\$ 100 plus ROW permit
	1 1/2"	\$1,750		
	2"	\$2,100		
Birmingham	\$600 Trench Maintenance + \$400 Water Service Inspection + Meter and Trip (\$657 for 1" or \$1850 for 1 1/2") + Construction Water (\$50 for 1", \$70 for 1 1/2", \$95 for 2", \$120 for 3", \$190 for 4", \$330 for 6", and \$465 for 8") + \$100 Stop Box Fee + \$400 Stop Box Deposit + \$1000 Cash Bond + Water Service (\$65 for 1", 1 1/2", & 2" and \$125 for 2+")		\$600 Trench Maintenance + \$400 Sewer Service Inspection + \$1,000 Cash Bond + Sewer (\$50 for 6", \$60 for 8", \$75 for 10", \$100 for 12", \$100 for 12+")	
Royal Oak	TRIED TO GET INFORMATION; NO RESPONSE		TRIED TO GET INFORMATION; NO RESPONSE	
Novi	\$1,850 base fee + water service and meter (see below)		\$2,720 Residential	
	1"	\$1,340 to \$1,865*	\$2,720 per REU for Commercial	

Attachment: Water Sewer Tap Fees Comparison (2528 : Review of Water and Sewer Connection Fees)

Water/Sewer Tap Fees Comparison

Municipality	Water	Sewer
	1.5" \$1,865 to \$2,865* 2" \$2,520 to \$3,580* *dependent on service line length and meter size	
Farmington Hills	1" \$1,560 to \$1,670* 1 1/2" \$1,950 to \$2,275** 2" \$2,330 to \$2,710** *dependent on pipe material and whether existing or new **dependent on pipe material, whether existing or new, and meter size	\$1,500 per REU + ARM charge dependent on district; can range from \$0 to \$1,400
Livonia	3/4" \$1,263 1" \$1,306 1 1/2" - 2" \$2,998 Cost Includes Tap, Meter, MXU, and Construction Water	\$1,500 for Residential \$750 for Developer

Attachment: Water Sewer Tap Fees Comparison (2328 - Review of Water and Sewer Connection Fees)

Farmington City Council Agenda Item	Council Meeting Date: April 17, 2017	Item Number 7E							
Submitted by Charles Eudy, Superintendent									
Agenda Topic Consideration to accept bid for the 2017 Farmington Sidewalk Improvement Program.									
Proposed Motion Accept bids, and award the 2017 Farmington Sidewalk Improvement Program to Audia Construction, located at 2985 Childs Lake Road, Milford, MI 48381 in the amount of \$88,496.75, and include an \$8,853.25 contingency budget (approximately 10%) for a total construction budget of \$97,350.00. The engineer's estimate for the project was \$100,000.00									
<p>Background In conjunction with the city's consulting engineer's Orchard Hiltz & McCliment Advisors (OHM), bids were solicited for the 2017 Farmington Sidewalk Improvement Program. The committee selected several neighborhoods to focus the sidewalk improvements, based upon the number of complaints received at DPW for repairs. The neighborhoods selected are not the same areas as the 2017 Asphalt Road Improvements.</p> <p>Bids were opened on Friday April 7, 2017. A total of three (3) bids were received which are listed below. OHM has reviewed the bid tabulations along with contractor work history and references. OHM recommends to award the contract for the 2017 Farmington Sidewalk Improvements contract in the amount of \$88,496.75 to Audia Construction.</p> <table data-bbox="115 1218 730 1344"> <tr> <td>Audia Construction Inc.</td> <td>\$88,496.75</td> </tr> <tr> <td>Italia Construction Inc.</td> <td>\$95,545.25</td> </tr> <tr> <td>Mattioli Cement Co LLC</td> <td>\$95,724.50</td> </tr> </table>				Audia Construction Inc.	\$88,496.75	Italia Construction Inc.	\$95,545.25	Mattioli Cement Co LLC	\$95,724.50
Audia Construction Inc.	\$88,496.75								
Italia Construction Inc.	\$95,545.25								
Mattioli Cement Co LLC	\$95,724.50								
<p>Materials Attached OHM Recommendation of Award bidtab 0111-17-0021</p>									
Agenda Review									
Department Head	Finance/Treasurer	City Attorney	City Manager						



April 11, 2017

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

RE: Recommendation of Award – 2017 Farmington Sidewalk Program

Dear Mr. Eudy:

Sealed bids for the 2017 Farmington Sidewalk Program project were received and publicly read aloud at 1:00 p.m. on Friday April 7, 2017 at the City of Farmington offices. Proposals were received from three (3) bidders. Bids with as-checked results ranged from \$88,496.75 to \$95,724.50 (see enclosed bid tab).

We evaluated all three bidders, having familiarity with all three. In reviewing the bids, all information, including bond surety, statement of qualifications, and subcontractors listing, was provided. The lowest bid was received from Audia Construction, located at 2985 Childs Lake Road, Milford, MI 48381 in the amount of \$88,496.75. They also received the highest Quality Based Selection (QBS) rating, with the closest proximity to the project and project schedule. The bids received came in slightly lower than the engineer's estimate.

It is felt that Audia Construction and their subcontractors are capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. **Based on the submitted information, it is recommended that 2017 Farmington Sidewalk Program contract be awarded to Audia Construction of Milford, MI in the not to exceed amount of \$97,350.00, which includes an approximate 10% contingency to help cover unforeseen issues.**

Sincerely,
OHM Advisors

A handwritten signature in black ink, appearing to read "Matthew D. Parks", is written over a horizontal line.

Matthew D. Parks, P.E.

MDP/jlh

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

P:\0101_0125\0111170020_2017_Sidewalk_Program_Construction\Correspondence\Recommendation of Award_4-11-17.docx

Tabulation for Bids Received on 4/7/17
2017 Farmington Sidewalk Program
 City of Farmington, Oakland County, State of Michigan
 OHM Job Number 0111-17-0021

Audia Concrete
 Construction, Inc.
 2985 Childs Lake Rd.
 Milford, MI 48381

Italia Construction, Inc.
 57151 Deer Creek Ct.
 Washington, MI 48094

Mattioli Cement Co. LLC
 6085 McGuin Rd.
 Fenton, MI 48430

Phone: 248-676-9570

Phone: 586-677-1697

Phone: 313-215-1001

Item No.	Description	Estimated Quantity	Unit		Unit		Unit	
			Price	Amount	Price	Amount	Price	Amount
DIVISION A:								
1)	Mobilization, Max. \$5,000, Div. I	1 LS	\$2,000.00	\$2,000.00	\$4,800.00	\$4,800.00	\$2,100.00	\$2,100.00
2)	Sidewalk, Rem	7015 Sft	\$0.95	\$6,664.25	\$1.00	\$7,015.00	\$1.00	\$7,015.00
3)	Excavation, Earth	20 Cyd	\$10.00	\$200.00	\$28.00	\$560.00	\$40.00	\$800.00
4)	Granular Material, CI II	40 Cyd	\$8.00	\$320.00	\$28.00	\$1,120.00	\$17.00	\$680.00
5)	Maintenance Aggregate, 21AA	17 Ton	\$19.00	\$323.00	\$28.00	\$476.00	\$20.00	\$340.00
6)	Sidewalk, Conc, 4 inch	6439 Sft	\$4.00	\$25,756.00	\$3.83	\$24,661.37	\$4.15	\$26,721.85
7)	Sidewalk, Conc, 6 inch	576 Sft	\$4.50	\$2,592.00	\$4.83	\$2,782.08	\$4.90	\$2,822.40
TOTAL DIVISION A:				<u>\$37,855.25</u>		<u>\$41,414.45</u>		<u>\$40,479.25</u>
DIVISION B:								
8)	Mobilization, Max. \$5,000, Div. II	1 LS	\$2,000.00	\$2,000.00	\$4,800.00	\$4,800.00	\$3,600.00	\$3,600.00
9)	Sidewalk, Rem	9460 Sft	\$0.95	\$8,987.00	\$1.00	\$9,460.00	\$1.00	\$9,460.00
10)	Excavation, Earth	20 Cyd	\$20.00	\$400.00	\$28.00	\$560.00	\$40.00	\$800.00
11)	Granular Material, CI II	40 Cyd	\$8.00	\$320.00	\$28.00	\$1,120.00	\$17.00	\$680.00
12)	Maintenance Aggregate, 21AA	23 Ton	\$19.00	\$437.00	\$28.00	\$644.00	\$20.00	\$460.00
13)	Sidewalk, Conc, 4 inch	8145 Sft	\$4.00	\$32,580.00	\$3.83	\$31,195.35	\$4.15	\$33,801.75
14)	Sidewalk, Conc, 6 inch	1315 Sft	\$4.50	\$5,917.50	\$4.83	\$6,351.45	\$4.90	\$6,443.50
TOTAL DIVISION B:				<u>\$50,641.50</u>		<u>\$54,130.80</u>		<u>\$55,245.25</u>
TOTAL BID AMOUNT:				<u>\$88,496.75</u>		<u>\$95,545.25</u>		<u>\$95,724.50</u>

H:\Municipal_Group Operations\Bid Tabs\Farmington\[bidtab 0111-17-0021.xls]Sheet1

Farmington City Council Agenda Item	Council Meeting Date: April 17, 2017	Item Number F7
<u>Submitted by:</u> Kim Shay, Mansion Director Charles Eudy, Superintendent Sue Halberstadt, City Clerk		
<u>Agenda Topic:</u> Consideration to accept bid for the Governor Warner Home Foundation Repairs		
<u>Proposed Motion</u> Motion to approve Agreement between R. Graham Construction, LLC, and the City of Farmington, in an amount not to exceed \$79,000, subject to the contractor and City obtaining insurance meeting minimum requirements identified by the City's insurance risk manager. The approval is also subject the contractor and the City entering into an Addendum to the Contract addressing concerns raised by the City Attorney's Office and the City Engineer.		
<u>Background</u> For the past several years, the foundation under the Governor Warner Mansion addition at the rear of the house has been deteriorating. As a result, the addition is pulling away from the main building structure creating large cracks in the wall and roof and preventing some of the doors from closing inside the Mansion. The City's engineers, OHM, were called in to determine a way of fixing the foundation problems and a request for proposals was issued. On September 1, 2016 bids were received for the Governor Warner Home Foundation repairs. It was previously determined that due to the unique nature of the required repairs, the bid process would be by invitation only. Two of the four contractors invited to bid, Envision Builders, Inc. and EJM Construction, responded with proposals. Both proposals, \$98,100 and \$137,670, respectively, came in significantly higher than the city engineer cost estimate for the project. OHM followed up with both contractors to determine if a lower cost could be achieved, but there was no interest from either one. In mid-January, the City approached Graham Construction, a Farmington business, to submit a proposal. A bid of \$79,000 was received on March 22nd - significantly lower than the previous two bids. Graham Construction has indicated the repairs could be completed in 6-8 weeks with work beginning in early spring. The Mansion would continue operating throughout the construction period, however, some adjustments may need to be made for scheduled events. Financial Considerations – The total cost of the project, including engineering is anticipated to be \$93,000 (contractual services of \$79,000 and engineering of \$14,000). Through the fundraising efforts of the Mansion Director and many mansion volunteers over the last several years, the Mansion is able to contribute \$53,000 toward the cost of the project. Administration requests that the remaining \$40,000 be taken from the City's Self Insurance Fund. The purpose of the Self Insurance Fund is to cover costs of insurance claims not covered by commercial insurance. This fund currently has approximately \$200,000 set aside for these types of expenses. If the proposal from R. Graham Construction is approved, the attached budget amendment would be necessary to allow the Self Insurance Fund to pay for the \$40,000 share of the project costs. The Director, with assistance from the City Clerk's office, is pursuing two different grant opportunities to cover a portion of the cost; however, the availability of funds will not be determined until after the work is begun and may be completed.		
<u>Materials Attached</u> R. Graham Proposal Budget Amendment No. 3		

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.

Init.

§ 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.

Init.

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;

Init.

- .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

Init.

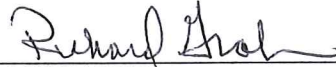
- * Re-point vertical crack on east side.
- * Paint porch area to match
- *Haul away job related debris

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.

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

CITY OF FARMINGTON

RESOLUTION _____

Motion by, _____ seconded by, _____

Budget Amendment No 2

Fund: General Fund		
Recreation and Culture	\$40,000	
Other Revenue		\$40,000
To add repair cost of Warner Mansion Foundation		
Fund: Self Insurance Fund		
Claims Expense	\$40,000	
Appropriations, Fund Balance		\$40,000
To add repair cost of Warner Mansion Foundation		