



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

REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **APPROVAL OF ITEMS ON CONSENT AGENDA**
 - A. **Farmington Quarterly Investment Report – 12/31/16**
 - B. **Farmington Quarterly Financial Report – 12/31/16**
 - C. **Farmington Quarterly Financial Report – Court – 12/31/16**
 - D. **Farmington Monthly Payments Report**
 - E. **Farmington Public Safety Monthly Report**
 - F. **Minutes of the City Council**
 1. **Regular – January 3, 2017**
 2. **Special – January 17, 2017**
 3. **Regular – January 17, 2017**
 4. **Special – January 24, 2017**
 5. **Regular – February 6, 2017**
 6. **Joint – February 7, 2017**
 - G. **Appoint Greater Farmington Area Chamber of Commerce Director Mary Martin to Brownfield Redevelopment Authority**
 - H. **Accept the Resignation of James McLaughlin from Library Board**
5. **APPROVAL OF REGULAR AGENDA**
6. **PRESENTATION/PUBLIC HEARINGS**
 - A. **Presentation – Kim Shay, Warner Mansion Director**
 - B. **Principal Shopping District Public Hearing**
7. **NEW BUSINESS**
 - A. **Special Event – MEC Job Fair**
 - B. **Special Event – Swing Farmington**
 - C. **Consideration to Renew Mansion Director Contract**
 - D. **Consideration to approve Termination of City Drainage and Utilities Easements for Third and Cass Streets**
 - E. **Tri-party Agreement**
 - F. **Consideration to approve Lot Split at 23936 Pickett Avenue**
 - G. **Interlocal Agreement with the Oakland County Narcotics Enforcement Team (NET)**

H. Resolution to Approve the 2017 Michigan Department of Licensing and Regulatory Affairs Grant

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

Farmington City Council Agenda Item	Council Meeting Date: February 21, 2017	Item Number 4A	
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Quarterly Investment Report – 12/31/16			
<u>Proposed Motion</u> Approve Farmington Quarterly Investment Report – 12/31/16			
<u>Background</u> See attachment			
<u>Materials Attached</u> Farmington Quarterly Investment Report – 12-31-16			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

INVESTMENT REPORT

CITY OF FARMINGTON

QUARTER ENDED DECEMBER 31, 2016

Submitted by:
Christopher M. Weber, Director of Finance and Administration

CITY OF FARMINGTON
 QUARTER ENDING DECEMBER 31, 2016

	BALANCE	BALANCE	BALANCE	RATE OF RETURN			MATURITY	RATING	RATING AGENCY
	10/31/16	11/30/16	12/31/16	10/31/16	11/30/16	12/31/16			
Pooled Mutual Funds:									
Comerica	\$ 252,300	\$ 252,394	\$ 252,507	0.470%	0.480%	0.570%	Daily	A1,P1	S&P
Oakland County Investment Pool	6,219,836	6,177,006	6,215,541	1.283%	0.660%	0.660%	Daily	Not rated	N/A
MBIA Class	253,245	253,566	253,749	0.790%	0.800%	0.850%	Daily	AAAm	S&P
Total Pooled Funds:	6,725,381	6,682,966	6,721,797						
Certificates of Deposit:									
Flagstar	500,000	500,000	500,000	0.850%	0.850%	0.850%	5/25/2017	4	Bauer
Talmer Bank	206,089	206,089	206,089	0.650%	0.650%	0.650%	4/27/2017	5	Bauer
Total Certificates of Deposit:	706,089	706,089	706,089						
Uninvested:	\$ 3,058,020	\$ 2,321,875	\$ 2,811,869	Bank Analysis Credit Earned			N/A		
TOTAL:	\$ 10,489,490	\$ 9,710,930	\$ 10,239,754						

** Investment Balances do not include the investments of the 47th District Court, the Farmington Brownfield Redevelopment Authority, the Corridor Improvement Authority, the Farmington Downtown Development Authority, the Southwestern Oakland Cable Commission, the Friends of the Governor Warner Mansion, or the Public Employee Health Care Funds invested with Morgan Stanley Smith Barney.

Farmington City Council Agenda Item	Council Meeting Date: February 21, 2017	Item Number 4B	
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Quarterly Financial Report – 12/31/16			
<u>Proposed Motion</u> Approve Farmington Quarterly Financial Report – 12/31/16			
<u>Background</u> See attachment			
<u>Materials Attached</u> Farmington Quarterly Financial Report – 12-31-16			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

FINANCIAL REPORT
CITY OF FARMINGTON
QUARTER ENDED DECEMBER 31, 2016

Submitted by:
Christopher M. Weber, Director of Finance and Administration

CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 12-31-16

BUDGETED FUNDS:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
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GENERAL FUND:

Property Taxes	4,439,504.00	4,204,114.59	(235,389.41)	General Government	1,828,090.00	890,902.41	(937,187.59)
Licenses & Permits	137,350.00	71,634.00	(65,716.00)	Court	465,397.00	232,698.48	(232,698.52)
Federal Grants	37,732.00	13,143.00	(24,589.00)	Public Safety	3,612,899.00	1,816,673.23	(1,796,225.77)
State Shared Revenues & Grants	1,074,095.00	477,941.09	(596,153.91)	Public Services	1,041,575.00	476,905.59	(564,669.41)
Charges For Services	2,083,883.00	913,977.09	(1,169,905.91)	Health & Welfare	7,215.00	0.00	(7,215.00)
Fines & Forfeits	470,500.00	191,276.21	(279,223.79)	Community & Econ. Development	240,903.00	96,287.92	(144,615.08)
Other Revenue	249,565.00	71,849.94	(177,715.06)	Recreation & Cultural	854,203.00	352,346.84	(501,856.16)
Transfer, Capital Improvement Fund	264,990.00		(264,990.00)	Transfer, Nonvoted Debt Service	155,353.00	14,986.62	(140,366.38)
				Transfer, OPEB Debt Service	432,655.00	432,792.50	137.50
				Transfer, S/A Debt Fund	119,329.00	107,809.56	(11,519.44)
Total Revenues:	8,757,619.00	5,943,935.92	(2,813,683.08)	Total Expenditures:	8,757,619.00	4,421,403.15	(4,336,215.85)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	8,757,619.00	5,943,935.92		Total Expenditures/Trans Fund Equity	8,757,619.00	4,421,403.15	

CAPITAL IMPROVEMENT FUND:

Other Revenue	400,000.00	1,513.55	(398,486.45)	Transfer, General Fund	264,990.00	0.00	(264,990.00)
Total Revenues:	400,000.00	1,513.55	(398,486.45)	Total Expenditures:	264,990.00	0.00	(264,990.00)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	135,010.00		
Total Revenues/Appr Fund Equity:	400,000.00	1,513.55		Total Expenditures/Trans Fund Equity	400,000.00	0.00	

CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 12-31-16

BUDGETED FUNDS:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
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MAJOR STREET FUND:

State Shared Revenue	489,400.00	143,155.00	(346,245.00)	Operation & Maintenance	335,799.00	100,275.48	(235,523.52)
Contracts and Grants	102,614.00	20,665.16	(81,948.84)	Construction	127,745.00	23,599.63	(104,145.37)
Other Revenue	500.00	679.01	179.01	Debt Service	143,283.00	130,412.50	(12,870.50)
Transfer, Municipal Street Fund	70,000.00	0.00	(70,000.00)	Transfer, Local Street Fund	117,255.00	0.00	(117,255.00)
Total Revenues:	662,514.00	164,499.17	(498,014.83)	Total Expenditures:	724,082.00	254,287.61	(469,794.39)
Appropriation, Fund Equity	61,568.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	724,082.00	164,499.17		Total Expenditures/Trans Fund Equity	724,082.00	254,287.61	

LOCAL STREET FUND:

State Shared Revenue	206,707.00	60,278.14	(146,428.86)	Operation & Maintenance	205,143.00	87,760.53	(117,382.47)
Special Assessments	10,500.00	9,450.00	(1,050.00)	Construction	286,255.00	17,512.65	(268,742.35)
Other Revenue	23,300.00	380.53	(22,919.47)				
Transfer, Municipal Street Fund	150,000.00	0.00	(150,000.00)				
Transfer, Major Street Fund	117,255.00	0.00	(117,255.00)				
Total Revenues:	507,762.00	70,108.67	(437,653.33)	Total Expenditures:	491,398.00	105,273.18	(386,124.82)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	16,364.00		
Total Revenues/Appr Fund Equity:	507,762.00	70,108.67		Total Expenditures/Trans Fund Equity	507,762.00	105,273.18	

MUNICIPAL STREET FUND:

Property Taxes	303,406.00	291,303.75	(12,102.25)	Transfer, Major Street Fund	70,000.00	0.00	(70,000.00)
Other Revenue	1,600.00	2,384.99	784.99	Transfer, Local Street Fund	150,000.00	0.00	(150,000.00)
Total Revenues:	305,006.00	293,688.74	(11,317.26)	Total Expenditures:	220,000.00	0.00	(220,000.00)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	85,006.00		
Total Revenues/Appr Fund Equity:	305,006.00	293,688.74		Total Expenditures/Trans Fund Equity	305,006.00	0.00	

CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 12-31-16

BUDGETED FUNDS:							
REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)

BROWNFIELD REDEVELOP AUTHORITY:

Total Revenues:	2,680.00	2,456.83	(223.17)	Total Expenditures:	10,580.00	0.00	(10,580.00)
Appropriation, Fund Equity	7,900.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	10,580.00	2,456.83		Total Expenditures/Trans Fund Equity	10,580.00	0.00	

CORRIDOR IMPROVEMENT AUTHORITY:

Total Revenues:	0.00	89.58	89.58	Total Expenditures:	15,000.00	0.00	(15,000.00)
Appropriation, Fund Equity	15,000.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	15,000.00	89.58		Total Expenditures/Trans Fund Equity	15,000.00	0.00	

DWTWN DEVELOPMENT AUTHORITY:

Total Revenues:	547,600.00	367,836.51	(179,763.49)	Total Expenditures:	547,600.00	191,248.91	(356,351.09)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	547,600.00	367,836.51		Total Expenditures/Trans Fund Equity	547,600.00	191,248.91	

TOTAL BUDGETARY FUNDS REVENUE:	\$6,844,128.97	TOTAL BUDGETARY FUNDS EXPENDITURES:	\$4,972,212.85
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CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 12-31-16

SUPPLEMENTAL INFORMATION:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
WATER & SEWER FUND:							
Water & Sewer Sales	4,578,468.00	2,819,293.52	(1,759,174.48)	Operating & Maintenance	4,127,013.00	1,731,526.61	(2,395,486.39)
Service Fees	70,000.00	28,985.83	(41,014.17)	Total O & M Expenditures:	4,127,013.00	1,731,526.61	(2,395,486.39)
Other Revenue	42,000.00	14,344.60	(27,655.40)	Capital Outlay	691,003.00	353,460.59	(337,542.41)
				Debt, Principal and Interest	318,591.00	188,500.00	(130,091.00)
				Transfer, OPEB Debt Service	22,771.00	22,783.50	12.50
Total Revenues:	4,690,468.00	2,862,623.95	(1,827,844.05)	Capital & Debt Outlays	1,032,365.00	564,744.09	(467,620.91)
Appropriation, Fund Equity	468,910.00			Transfer, Debt & Equity	0.00		
Total O & M/ Other Revenues:	5,159,378.00	2,862,623.95		Total O & M Exp.& Trans Debt & Equity	5,159,378.00	2,296,270.70	

FARMINGTON COMMUNITY THEATER FUND:

Admission/Rentals/Concessions	586,544.00	257,368.47	(329,175.53)	Operation & Maintenance	523,187.00	243,063.31	(280,123.69)
Other Revenue	22,350.00	9,427.20	(12,922.80)	Total O & M Expenditures:	523,187.00	243,063.31	(280,123.69)
				Capital Outlay	31,000.00	17,803.00	(13,197.00)
				Debt, Principal and Interest	30,600.00	0.00	(30,600.00)
Total Revenues:	608,894.00	266,795.67	(342,098.33)	Capital & Debt Outlays	61,600.00	17,803.00	(43,797.00)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	24,107.00		
Total Financing Sources:	608,894.00	266,795.67		Total O & M Exp.& Trans Debt & Equity	608,894.00	260,866.31	

Farmington City Council Agenda Item	Council Meeting Date: February 21, 2017	Item Number 4C
Submitted by: Amy Norgard, Controller		
<u>Agenda Topic</u> Farmington Quarterly Financial Report Court – 12/31/16		
<u>Proposed Motion</u> Approve Farmington Quarterly Financial Report Court – 12/31/16		
<u>Background</u> See attachment		
<u>Materials Attached</u> Farmington Quarterly Financial Report Court – 12-31-16		
Agenda Review		
Department Head	Finance/Treasurer	City Attorney
		City Manager

FINANCIAL REPORT
47TH DISTRICT COURT
QUARTER ENDED DECEMBER 31, 2016

Distribution:

District Judges
Court Administrator
City Manager, Farmington Hills
Finance Director, Farmington Hills
City Council, Farmington
City Manager, Farmington

Submitted by:
Christopher M. Weber, Director of Finance and Administration

User: anorgard

DB: Farmington

PERIOD ENDING 12/31/2016

GL NUMBER	DESCRIPTION	BALANCE 12/31/2015	2016-17 AMENDED BUDGET	BEG. BALANCE 07/01/2016	END BALANCE 12/31/2016	AVAILABLE BALANCE	% BDDT USED
Fund 136 - 47TH DISTRICT COURT FUND							
Assets							
Dept 000.00							
136-000.00-001.000	CASH-GENERAL RECEIVING	207,914.90		191,712.89	273,456.88		
136-000.00-004.000	IMPREST CASH	1,950.00		1,950.00	1,950.00		
136-000.00-040.000	A/R MISCELLANEOUS	0.00		20,590.76	0.00		
136-000.00-102.000	PREPAID EXPENSES	0.00		7,588.00	0.00		
Total Dept 000.00		209,864.90		221,841.65	275,406.88		
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TOTAL ASSETS		209,864.90		221,841.65	275,406.88		
Liabilities							
Dept 000.00							
136-000.00-202.000	ACCOUNTS PAYABLE, P O	0.00		23,393.65	0.00		
136-000.00-202.002	ACCOUNTS PAYABLE, ACCRUED	0.00		498.69	0.00		
136-000.00-214.101	DUE TO GENERAL FUND	29.10		23.00	29.30		
136-000.00-231.011	PAYROLL, LIFE INSURANCE	1,522.00		404.70	(2.80)		
136-000.00-257.000	ACCRUED WAGES	0.00		92,373.07	0.00		
136-000.00-285.600	FLEX ACCOUNT 2016, COURT	0.00		3,896.84	2,530.08		
136-000.00-285.601	FLEX ACCOUNT 2017, COURT	4,765.35		0.00	0.00		
Total Dept 000.00		6,316.45		120,589.95	2,556.58		
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TOTAL LIABILITIES		6,316.45		120,589.95	2,556.58		
Fund Equity							
Dept 000.00							
136-000.00-368.000	NONSPENDABLE, INVENTORIES, PREPAIDS	15,347.09		7,588.00	7,588.00		
136-000.00-390.000	FUND BALANCE	49,835.96		1,950.96	1,950.96		
136-000.00-393.000	ASSIGNED FUND BALANCE, CAPITAL	0.00		91,712.74	91,712.74		
Total Dept 000.00		65,183.05		101,251.70	101,251.70		
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TOTAL FUND EQUITY		65,183.05		101,251.70	101,251.70		
Revenues							
Dept 000.00							
136-000.00-539.901	STATE GRANT, DRUNK DRIVING	0.00	20,000.00		0.00	20,000.00	0.00
136-000.00-539.902	DRUG CASE MANAGEMENT	0.00	900.00		0.00	900.00	0.00
136-000.00-539.903	JUDGES, SALARY STD	45,724.00	91,448.00		22,862.00	68,586.00	25.00
136-000.00-539.904	DRUG COURT	431.51	5,000.00		2,009.64	2,990.36	40.19
136-000.00-664.000	INVESTMENT INCOME	449.93	1,000.00		444.90	555.10	44.49
136-000.00-671.000	REVENUES, OTHER	23,987.30	13,000.00		892.00	12,108.00	6.86
136-000.00-674.400	COMMUNITY WORK PROGRAM	1,856.00	28,797.00		1,893.12	26,903.88	6.57
136-000.00-678.001	CONTRIBUTIONS, FARMINGTON	242,637.48	465,397.00		232,698.48	232,698.52	50.00
136-000.00-678.002	CONTRIBUTIONS FARMINGTON HILLS	1,246,344.00	2,506,486.00		1,253,244.00	1,253,242.00	50.00
136-000.00-679.000	HEALTH INSURANCE CONTRIBUTIONS	7,408.80	27,113.00		11,879.25	15,233.75	43.81

User: anorgard
DB: Farmington

PERIOD ENDING 12/31/2016

GL NUMBER	DESCRIPTION	BALANCE 12/31/2015	2016-17 AMENDED BUDGET	BEG. BALANCE 07/01/2016	END BALANCE 12/31/2016	AVAILABLE BALANCE	% BDGT USED
Fund 136 - 47TH DISTRICT COURT FUND							
Revenues							
Total Dept 000.00		1,568,839.02	3,159,141.00		1,525,923.39	1,633,217.61	48.30
TOTAL REVENUES		1,568,839.02	3,159,141.00		1,525,923.39	1,633,217.61	48.30
Expenditures							
Dept 000.00							
136-000.00-703.001	SALARIES, JUDGES	41,503.48	91,448.00		42,675.78	48,772.22	46.67
136-000.00-703.002	SALARIES, COURT ADMINISTRATORS	98,527.99	204,138.00		98,927.95	105,210.05	48.46
136-000.00-704.000	SALARIES, COURT REPORTERS	55,199.03	117,183.00		56,621.05	60,561.95	48.32
136-000.00-704.001	SALARIES, DEPUTY COURT CLERKS	307,685.76	620,493.00		295,092.19	325,400.81	47.56
136-000.00-704.002	SALARIES, COURT OFFICERS	42,944.98	94,699.00		45,344.24	49,354.76	47.88
136-000.00-704.003	SALARIES, PROBATION OFFICER	141,929.66	302,843.00		146,618.19	156,224.81	48.41
136-000.00-707.000	SALARIES, PART-TIME/TEMP	46,696.48	130,952.00		48,217.55	82,734.45	36.82
136-000.00-707.001	SALARIES, BLDG MAINT CWP	1,855.92	3,500.00		1,893.12	1,606.88	54.09
136-000.00-707.002	SALARIES, BLDG MAINT, PT	25,954.71	54,303.00		26,678.89	27,624.11	49.13
136-000.00-707.003	SALARIES, MAGISTRATE, PT	24,159.00	56,250.00		25,203.00	31,047.00	44.81
136-000.00-709.000	SALARIES, OVERTIME	589.68	2,000.00		169.71	1,830.29	8.49
136-000.00-715.000	LONGEVITY PAY	72,769.84	75,984.00		75,915.25	68.75	99.91
136-000.00-719.000	FRINGE BENEFITS	224.50	540.00		175.00	365.00	32.41
136-000.00-719.004	INSURANCE ALLOWANCE	420.00	840.00		420.00	420.00	50.00
136-000.00-719.005	VEHICLE ALLOWANCE	1,800.00	3,600.00		1,800.00	1,800.00	50.00
136-000.00-720.007	PYMT IN LIEU OF HOSP INS	10,857.08	24,000.00		11,800.00	12,200.00	49.17
136-000.00-720.100	SOC SEC, EMPLOYER'S SHARE	60,410.98	129,566.00		60,271.33	69,294.67	46.52
136-000.00-720.200	COMPREHENSIVE MEDICAL INS	136,296.33	284,698.00		135,175.29	149,522.71	47.48
136-000.00-720.300	LIFE INSURANCE	11,615.94	15,276.00		8,724.51	6,551.49	57.11
136-000.00-720.400	RETIREMENT CONTRIBUTION	0.00	223,426.00		0.00	223,426.00	0.00
136-000.00-720.450	RETIREE HEALTHCARE CONTRIBUTION	0.00	72,668.00		0.00	72,668.00	0.00
136-000.00-720.500	WORKMEN'S COMPENSATION INS	9,261.00	10,653.00		7,510.00	3,143.00	70.50
136-000.00-720.600	OPTICAL	1,700.00	4,000.00		832.96	3,167.04	20.82
136-000.00-720.700	DENTAL	18,001.52	45,369.00		20,861.04	24,507.96	45.98
136-000.00-727.000	OFFICE SUPPLIES	8,868.65	24,500.00		10,907.70	13,592.30	44.52
136-000.00-728.000	POSTAGE, METER	10,198.74	16,000.00		5,276.16	10,723.84	32.98
136-000.00-733.000	RECORDS MANAGEMENT	363.00	2,000.00		241.00	1,759.00	12.05
136-000.00-735.000	LAW LIBRARY	2,815.35	7,617.00		2,445.00	5,172.00	32.10
136-000.00-740.500	NON-CAPITALIZED ASSETS	0.00	5,000.00		0.00	5,000.00	0.00
136-000.00-801.000	PROFESSIONAL SERVICES	3,750.00	5,000.00		4,125.37	874.63	82.51
136-000.00-801.002	PRO SERVICES, LABOR RELATIONS	24.00	4,700.00		48.00	4,652.00	1.02
136-000.00-802.101	WITNESS FEES	524.40	2,500.00		535.00	1,965.00	21.40
136-000.00-802.102	JURY FEES	601.70	3,450.00		1,201.45	2,248.55	34.82
136-000.00-802.104	INTERPRETER FEES	3,739.72	8,000.00		4,025.16	3,974.84	50.31
136-000.00-802.105	SUBSTITUTE COURT REPORTER	1,365.00	4,000.00		2,210.00	1,790.00	55.25
136-000.00-802.107	ACCOUNTING FEES	16,360.00	33,375.00		16,687.50	16,687.50	50.00
136-000.00-802.109	APPOINTED COUNSEL-C, R, 2	12,500.00	35,000.00		10,650.00	24,350.00	30.43
136-000.00-802.110	APPOINTED COUNSEL-C. R. 1	15,800.00	35,000.00		12,950.00	22,050.00	37.00
136-000.00-806.101	AUDIT & ACCOUNTING FEES	13,675.00	14,125.00		14,125.00	0.00	100.00
136-000.00-818.000	CONTRACTUAL SERVICES	51,801.24	110,274.00		49,640.03	60,633.97	45.02
136-000.00-853.000	TELECOMMUNICATIONS	6,119.94	15,000.00		5,174.85	9,825.15	34.50
136-000.00-860.000	TRANSPORTATION	2,833.19	9,600.00		2,897.95	6,702.05	30.19
136-000.00-861.000	MILEAGE	0.00	2,000.00		39.42	1,960.58	1.97
136-000.00-920.000	PUBLIC UTILITIES	35,766.10	100,500.00		34,751.65	65,748.35	34.58
136-000.00-934.000	MAINTENANCE, OFFICE EQUIPMENT	0.00	8,247.00		852.00	7,395.00	10.33
136-000.00-935.000	MAINT, BUILDINGS & GROUNDS	46,189.04	57,081.00		34,755.12	22,325.88	60.89
136-000.00-936.000	CLEANING & UNIFORMS	1,127.58	3,000.00		1,659.89	1,340.11	55.33
136-000.00-943.000	EQUIPMENT RENTAL	13,546.91	24,144.00		11,886.14	12,257.86	49.23

User: anorgard

DB: Farmington

PERIOD ENDING 12/31/2016

GL NUMBER	DESCRIPTION	BALANCE 12/31/2015	2016-17 AMENDED BUDGET	BEG. BALANCE 07/01/2016	END BALANCE 12/31/2016	AVAILABLE BALANCE	% BDGT USED
Fund 136 - 47TH DISTRICT COURT FUND							
Expenditures							
136-000.00-955.000	MEMBERSHIPS	1,700.00	6,413.00		2,050.00	4,363.00	31.97
136-000.00-956.000	MISCELLANEOUS EXPENSE	1,931.26	5,000.00		1,509.33	3,490.67	30.19
136-000.00-959.500	BANKING CHARGES	0.00	1,500.00		0.00	1,500.00	0.00
136-000.00-963.000	INSURANCE & BONDS	15,254.00	32,921.00		8,088.25	24,832.75	24.57
136-000.00-977.000	CAPITAL OUTLAY, EQUIPMENT	52,336.93	9,765.00		2,129.97	7,635.03	21.81
Total Dept 000.00		1,429,595.63	3,154,141.00		1,351,788.99	1,802,352.01	42.86
Dept 000.01-DRUG COURT							
136-000.01-801.702	MI DRUG COURT	877.99	5,000.00		2,535.80	2,464.20	50.72
Total Dept 000.01-DRUG COURT		877.99	5,000.00		2,535.80	2,464.20	50.72
TOTAL EXPENDITURES		1,430,473.62	3,159,141.00		1,354,324.79	1,804,816.21	42.87
Total Fund 136 - 47TH DISTRICT COURT FUND							
TOTAL ASSETS		209,864.90		221,841.65	275,406.88		
BEG. FUND BALANCE		65,183.05		101,251.70	101,251.70		
+ NET OF REVENUES & EXPENDITURES		138,365.40		120,589.95	171,598.60	(171,598.60)	100.00
= ENDING FUND BALANCE		203,548.45		101,251.70	272,850.30		
+ LIABILITIES		6,316.45		120,589.95	2,556.58		
= TOTAL LIABILITIES AND FUND BALANCE		209,864.90		221,841.65	275,406.88		

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

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF JANUARY 2017

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 307,548.05
202	MAJOR STREET FUND	\$ 20,943.12
203	LOCAL STREET FUND	\$ 2,293.21
592	WATER & SEWER FUND	\$ 234,720.68
595	FARMINGTON COMMUNITY THEATER FUND	\$ 31,810.28
640	DPW EQUIPMENT REVOLVING FUND	\$ 9,450.98
701	AGENCY FUND	\$ 19,683.90
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 30,610.36
	TOTAL CITY PAYMENTS ISSUED:	\$ 657,060.58
136	47TH DISTRICT COURT FUND	\$ 77,724.19
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 8,437.85
296	SWOCC FUND	\$ 310.00
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 86,472.04
	TOTAL PAYMENTS ISSUED	\$ 743,532.62

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF JANUARY 2017

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #13	180,846.30
Agency Tax	Oakland County	Tax Payment #13	35,916.63
Agency Tax	Farmington Comm. Library	Tax Payment #13	11,478.27
Agency Tax	Farmington Public Schools	Tax Payment #14	781,117.04
Agency Tax	Oakland County	Tax Payment #14	209,263.83
Agency Tax	Farmington Comm. Library	Tax Payment #14	68,739.44
Agency Tax	Farmington Public Schools	Tax Payment #15	119,732.72
Agency Tax	Oakland County	Tax Payment #15	32,321.80
Agency Tax	Farmington Comm. Library	Tax Payment #15	9,413.78
Agency Tax	Farmington Public Schools	Tax Payment #16	73,849.37
Agency Tax	Oakland County	Tax Payment #16	18,543.01
Agency Tax	Farmington Comm. Library	Tax Payment #16	5,371.35
Agency Tax	Farmington Public Schools	Tax Payment #17	104,095.03
Agency Tax	Oakland County	Tax Payment #17	21,947.34
Agency Tax	Farmington Comm. Library	Tax Payment #17	6,501.59
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	198,107.47
General Fund	Federal Gov't	W/H & FICA Payroll	114,968.57
General Fund	MERS	December Transfer	66,355.92
General Fund	MERS HCSP	December Transfer	3,975.00
Agency	Ameraplan Flex	Debit Card Transactions	1,564.95
Agency	Total Administrative Services Corp.	Flexible Spending Accounts	1,820.02
TOTAL CITY ACH TRANSFERS			2,065,929.43
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	82,679.47
Court Fund	Federal Gov't	W/H & FICA Payroll	45,648.01
TOTAL OTHER ENTITIES ACH TRANSFERS			128,327.48

Farmington City Council Agenda Item	Council Meeting Date: February 20, 2017	Item Number 4E	
Submitted by: Frank J. Demers, Public Safety Director			
<u>Agenda Topic</u> January, 2017 Public Safety Report			
<u>Proposed Motion</u> Approve January 2017 Public Safety 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 JANUARY 2017

Solicitor Complaint

On January 3rd Officers were dispatched to Hamlin Court for a report of a suspicious subject walking door to door. Officers located the subject matching the description standing on the front porch of a residence. Officers learned that the subject was going door-to-door representing Majic Windows. Officers further learned that the subject did not have a permit to sell door-to-door, they had been issued a citation previously for the same violation and there were two active warrants for their arrest out of another jurisdiction. The subject was taken into custody, transported to jail and issued a citation.

Embezzlement

On January 3rd Officers responded to a call from the loss prevention investigator of a Farmington business for a report of an embezzlement case involving an employee that they had confronted and detained. The Officer met with the investigator who provided their report, supporting documentation from their investigation which explained how the subject had switched price tags on hand bags, which they purchased at a lower price. The subject was taken into police custody, interviewed and released. The case was assigned to a Detective and submitted to the Oakland County Prosecutors Office for warrant consideration.

Check Fraud

On January 3rd an Officer responded to a residence for a report of a possible check fraud. The Officer learned from the RP's that they had been contacted by a Chase Bank branch in Detroit regarding a two checks that had been presented. The bank reported that the checks were out of sequence and that they had been held and monies had not yet been dispersed. The RP's, as a result of the call from the Bank, learned that a book of checks was missing and further noted that they recently moved and used a moving company. The case was assigned to a Detective who is pursuing investigative leads and working with Chase Bank fraud investigators.

Felony Warrant Arrest

On January 4th an Officer stopped a vehicle in the area of Grand River Ave and Hawthorne after running the plate and learning that the registered owner of the vehicle had a felony warrant for their arrest out of Redford Twp. The Officer confirmed the identity of the subject, took them into custody turned them over to Redford Twp. Police.

Open Alcohol in a Motor Vehicle

On January 5th a Sergeant stopped a vehicle in the area of Orchard Lake and Shiawassee after learning that the registered owner of the vehicle returned with a suspended license and warrants for their arrest. After stopping the vehicle and speaking with the driver, confirming their identity, the Sergeant observed an open and 1/3rd full can of Four Loko Lemonade beverage which contains 12% alcohol. The driver's beverage was poured out, was issued a citation and advised to handle the warrant out of the other jurisdiction.

Fraud - Scam

On January 7th a Farmington business owner reported that they were contacted by telephone by a person that identified themselves as a DTE representative, advising that they had a past due balance. The caller stated that the balance needed to be paid immediate using Green Dot cards, which were purchased and provided to the person posing as a DTE Energy representative. The business owner then advised that they were called a second time, by a DTE Energy Manager, who stated that the prior payment didn't go through and they needed to remit payment again; this time a larger amount, again using Green Dot cards. The business owner became suspicious and contacted the police. The case has been assigned to a Detective and is currently being investigated.

Operating Under the Influence of Alcohol (OWI 1st)

On January 8th an Officer responded to the area of Farmington Road and Merrilynn Court for a reported vehicle that crashed into a tree. While conducting the crash investigation the Officer noted the odor of an intoxicant coming from the driver as well as slurred speech and an admission of consuming alcohol prior to driving. The driver submitted to field sobriety evaluations and a PBT which resulted; .08(1). The driver was arrested for OWI and transported to Jail.

Narcotic Equipment – Paraphernalia

On January 9th an Officer stopped to check on a vehicle with its hazards on in the intersection of Grand River and Orchard Lake. While speaking with the driver and passenger the Officer learned that they were in the area looking for a Farmington are business. The officer also could smell the odor of marijuana, which both occupants admitted to using. The Officer searched the vehicle and found a grinder inside the passenger's purse. The passenger was issued a citation and released at the scene.

Open Alcohol in a Motor Vehicle

On January 10th Officers stopped a vehicle on Grand River after dispatch reported that the suspicious vehicle was flashing its lights at other motorists. While speaking with the driver the reporting Officer noted that the smell of an intoxicant was coming from the interior of the vehicle and that and open beer cans were observed in the back. The driver admitted that they parked in the parking lot to consume their beer and food before heading home. The driver submitted to a PBT and was issued a citation for having open intoxicants in a motor vehicle and was released at the scene.

Retail Fraud (3rd Degree)

On January 11th an Officer responded to a Farmington Service/Gas Station for a report of the retail fraud (theft) of beer jerky. The station attendant/RP stated that a black male, female, and toddler entered the store and selected consumable items such as tea, cookies and beef jerky for purchase. The subjects presented a Michigan Bridge card to purchase the items. The attendant refused, stating that they do not accept Bridge Cards as a form of payment. The attendant further explained that the female subject had already opened and was eating the beef jerky and refused to pay, stating that it was too expensive. The Officer reviewed surveillance video and attempted to identify the subjects, but had been unable to at the time of this report. The case was assigned to a Detective for further follow up.

Stolen License Plate

On January 11th a Farmington resident reported that sometime between January 6th and January 11th their license plate was removed/stolen from the rear of their vehicle. The resident stated that they were not exactly sure when or where the plate was stolen, noting that they have been driving the vehicle during the aforementioned timeframe. The plate was entered into the LEIN database as a stolen plate, there were no suspects mentioned at the time the report was taken.

Operating Under the Influence of Alcohol (OWI 1st)

On January 12th a Sergeant stopped a truck and trailer after noticing an equipment violation and conducting a LEON/SOS query of the displayed Michigan license plate, which responded showing a felony warrant for the registered owner of the vehicle. After checking on the warrant and while speaking with the driver, the Sergeant determined that the driver had been drinking while driving after finding cold open beer near the center console of the truck. The driver submitted to field sobriety evaluations and a PBT which resulted; .09(7). The driver was arrested for OWI, open intoxicants in a motor vehicle, warrants, and transported to Jail.

No Account Check

On January 13th an Officer took a front desk complaint from the owner/operator of an appliance service company regarding a no account check they received as payment from a customer that resides within the City of Farmington. The complainant provided documentation with regard to the services rendered, the check that was remitted as payment and subsequent notices from the TCF Bank account indicating that the account the check were written against was a closed account. The complainant further provide documentation that they had submitted a certified letter advising the responsible, of which there was no response. The Officer attempted to make contact at the residence, but had not been able to make contact at the time the report was written. The case was assigned to a Detective for follow up and will present the case to the Oakland County Prosecutors Office for warrant consideration.

Operating Under the Influence of Alcohol (OWI 1st)

On January 14th a Sergeant stopped a vehicle after observing it make an abrupt right turn, cutting across two lanes of traffic on westbound Grand River at Orchard Lake Road. The Sergeant met with the driver and while explaining the reason for the stop, smelled the odor of intoxicants and noted the driver's red glassy eyes, and slurred

speech. The driver submitted to field sobriety evaluations and a PBT which resulted; .12(3). The driver was arrested for OWI and transported to Jail.

Narcotic Equipment – Paraphernalia / DWLS

On January 14th an Officer stopped to check on a vehicle for defective driver side tail light in the area of Grand River and Drake. While speaking with the driver and explaining the reason for the stop, the driver admitted that their license was suspended and there were warrants for their arrest. The Officer confirmed the information provided by the driver by running a name query in LEIN/SOS. The driver was taken into custody for DWLS and the warrants and while conducting an inventory search of the vehicle the Officer located a glass marijuana pipe in the center console. The driver was issued citations and transported to jail.

Narcotic Equipment – Paraphernalia – OWI (Zero Tolerance) – Open Intox

On January 15th an Officer stopped a vehicle on Grand River east of Halsted after observing it driving eastbound in the westbound lanes of traffic. While speaking to the driver, who stated that they were following their GPS, the Officer could smell the odor of intoxicates as well as noted that driver had blood shot watery eyes, and slurred speech. The driver admitted to consuming a couple of shots and stated that he was 20 years old. The driver submitted to field sobriety evaluations and a PBT which resulted; .6(0). The driver was arrested for OWI and while conducting the inventory search of the vehicle Officer's found two open bottles of Hennessy and a glass marijuana bong under the passenger seat. The driver was transported to Jail and issued citations.

Narcotic Equipment – Paraphernalia - Marijuana Possession

On January 15th an Officer was conducting an apartment watch and observed an occupied and running vehicle parked near the community pool. The Officer made contact with the occupants of the vehicle and while doing so smelled the strong odor of burning marijuana. The occupants admitted to smoking in the vehicle and advised that they do not have a medical marijuana cards. After a subsequent search of the vehicle, the Officer found the driver to be in possession of a small amount of marijuana, an airsoft pistol, a glass pipe and metal marijuana grinder. The driver was issued citations and transported to jail.

Larceny in a Building

On January 16th a victim reported that their Apple I-phone was stolen while they were at a Farmington business. The victim reported that the phone was likely left unattended and when they went back to locate the phone they were unable to locate it. The victim and Officer utilized the "Find My I-Phone" application, but the attempts were unsuccessful.

Fraud by Wire

On January 4th a Farmington couple reported that they have been a victim of a wire fraud scheme as a result of a real estate transaction after their real estate agents email was accessed and taken over. The initial investigation revealed a suspect and indicated that the suspect, assuming the identity of the legitimate title company, directed the victims to wire transfer a substantial amount of money to a bank account they had

control of. The unsuspecting victims followed, what they thought were legitimate instructions and transferred the monies. Investigators are currently actively working the case in an attempt to bring the known suspect to justice.

Pass Counterfeited U.S. Currency

On January 14th an Officer responded to a Farmington business for a report of a middle age, white female subject of medium height/build, with sandy blonde hair that passed a counterfeit \$100.00 bill. Chase Bank confirmed that the note that was passed was in fact counterfeit. The case has been forwarded to Detective's for further follow up.

Solicitor Complaint

On January 19th Officers were dispatched to State Street for a report of two suspicious subjects walking door to door soliciting. Officers located the subjects matching the description in the area, and learned that they were selling door-to-door representing WeatherGuard. Officers further learned that the subjects did not have a permit to sell door-to-door and were both issued a citations.

Impersonation - Fraud

On January 21st a Farmington resident reported to a Sergeant at the front desk that their ex-husband changed her whole life insurance policy; and after doing so, took out a personal loan against that policy. The fraudulently obtained loan was then cashed out via check using a fraudulent signature of the victim. The case has been forwarded to Detectives for further follow up.

Assist Farmington Hills Police – Larceny from Automobiles

On January 22nd Farmington Public Safety assisted Farmington Hills Police who were responding to a report of a larceny from automobiles at an apartment complex in the area of Nine Mile and Drake. The suspect vehicle was located and stopped on Lytle east of Drake, two suspects fled on foot, and one suspect remained with the vehicle. Further investigation led Officers to an address on Heatherton where eight stolen rims/tires were recovered from a basement.

Larceny of Parts and Accessories from a Vehicle (LFA)

On January 24th Officer's responded to a report of an SUV sitting up on blocks in the area of Lilac and Astor, missing its wheels and tires. A Farmington Evidence Technician responded and processed the interior of the vehicle. A canvass of the area revealed that an unknown suspicious truck and unknown white SUV was seen in the area. The case was turned over to Detectives who have submitted various pieces of evidence to the laboratory for further analysis.

Failed to Report an Accident

On January 24th an Officer responded to the area of Grand River and Riverview Court for a report of a property damage crash that occurred on Orchard Lake Road. An FHPD Patrol was also on scene and stated that they witnessed the crash and that the responsible vehicle was captured on video. The Farmington Officer conducted follow up with the responsible driver that fled the area, and as a result of that follow up issued that driver a citation for failure to stop and report a crash causing damage and improper lane use.

Burglary - Business

On January 25th Officers responded to a report of a Farmington business for a report of a broken window that was broken sometime between, January 24th and 25th in which entry was gained into a utility closet, but nothing was reported to be missing. The case was been turned over to Detectives who are following up on this case and other that occurred during the same time frame at a nearby Farmington Hills business.

Possession of a Stolen Vehicle

On January 27th a Sergeant stopped a vehicle for speed on eastbound M5 near Farmington Road. As a result of the initial investigation and LEIN/SOS checks the Sergeant learned that the vehicle was reported stolen out of Dearborn Heights. The two occupants were removed from the vehicle safely, arrested and transported to the station. The vehicle was recovered and held for Dearborn Heights. The driver was subsequently interviewed and admitted to renting the vehicle with no intention of returning it. The Oakland County Prosecutors Office charged the driver with possessing a stolen vehicle.

Possession of Cocaine

On January 29th Officers responded to a Farmington residence for a report of a patient with a racing heart and swelling throat. While rendering aid to the patient an Officer noticed evidence in the residence of illicit drug use, specifically powder cocaine. Further investigation and field testing revealed the presence of cocaine. The case is under further investigation.

Possession of Narcotics

On January 29th an Officer stopped a vehicle for speeding through Downtown. As a result of the traffic stop the Officer learned that the driver was driving on a suspended license and was in possession of various loose pills. The driver was arrested and the case was investigated further. It was determined that the driver was legally in possession of the pills and was issued a citation for driving on a suspended license.

Fraud

On January 31st night shift officers were dispatched to a local pharmacy on a suspicious incident. A male came into the store stating he was contacted by a technology company via his cell phone. He was told he would receive a \$300 refund for work done on his computer. However, in order to secure this refund he would need to buy and send \$1700 in iTunes gift cards. The man came to CVS to purchase these cards and store employees were concerned and called the Public Safety Department. Officers spoke to the man and warned him this was a scam. He was also instructed to place a watch on his bank accounts and monitor his credit.

Additional Information

During the month of January, all sworn public safety officers received Cultural Competency training and narcotics enforcement training. The department also participated in the 2017 Detroit Tigers Winter Caravan tour that took place on January 17th in the fire barn. Public Safety Officers and City administrators had dinner with

Tigers players and team personnel who presented the department with a framed jersey and a signed fire helmet in recognition of the City of Farmington's 150th Anniversary.



Total Calls	Medical Calls	Fire Calls	Traffic Stops	Crash Reports
951	46	13	452	19

CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of January

Classification	Jan/2016	Jan/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	1	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%
12000 ROBBERY	0	0	0%
13001 NONAGGRAVATED ASSAULT	3	1	-66.6%
13002 AGGRAVATED/FELONIOUS ASSAULT	0	0	0%
13003 INTIMIDATION/STALKING	1	0	-100%
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)	0	0	0%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	1	3	200%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	3	0	-100%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	2	100%
23007 LARCENY -OTHER	0	0	0%
24001 MOTOR VEHICLE THEFT	0	0	0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	1	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	1	1	0%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	2	0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	1	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	1	0%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	0	1	0%
28000 STOLEN PROPERTY	0	0	0%
29000 DAMAGE TO PROPERTY	0	0	0%

CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of January

Classification	Jan/2016	Jan/2017	%Change
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	1	1	0%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004 ORGANIZED RETAIL FRAUD	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	3	3	0%
35002 NARCOTIC EQUIPMENT VIOLATIONS	1	4	300%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	1	0	-100%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	0	0	0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000 ANIMAL CRUELTY	0	0	0%
Group A Totals	19	24	26.31%
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	1	0%
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	4	5	25%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	1	0	-100%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	4	2	-50%
53001 DISORDERLY CONDUCT	0	1	0%

CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of January

Classification	Jan/2016	Jan/2017	%Change
53002 PUBLIC PEACE -OTHER	0	0	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	2	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	5	5	0%
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	2	-33.3%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	18	20	11.11%
2800 JUVENILE OFFENSES AND COMPLAINTS	3	1	-66.6%
2900 TRAFFIC OFFENSES	21	18	-14.2%
3000 WARRANTS	17	19	11.76%
3100 TRAFFIC CRASHES	28	21	-25%
3200 SICK / INJURY COMPLAINT	90	60	-33.3%
3300 MISCELLANEOUS COMPLAINTS	141	164	16.31%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	43	91	111.6%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	478	531	11.08%
3800 ANIMAL COMPLAINTS	11	7	-36.3%
3900 ALARMS	13	27	107.6%
NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals	845	939	11.12%
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	45	37	-17.7%
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 January

Classification	Jan/2016	Jan/2017	%Change
TRAFFIC WARNINGS	0	0	0%
Group D Totals	46	37	-19.5%
5000 FIRE CLASSIFICATIONS	16	23	43.75%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%
Group E Totals	16	23	43.75%
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	944	1043	10.48%

CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through January

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	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	1	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%
12000 ROBBERY	0	0	0%
13001 NONAGGRAVATED ASSAULT	3	1	-66.6%
13002 AGGRAVATED/FELONIOUS ASSAULT	0	0	0%
13003 INTIMIDATION/STALKING	1	0	-100%
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)	0	0	0%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	1	3	200%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	3	0	-100%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	2	100%
23007 LARCENY -OTHER	0	0	0%
24001 MOTOR VEHICLE THEFT	0	0	0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	1	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	1	1	0%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	2	0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	1	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	1	0%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	0	1	0%
28000 STOLEN PROPERTY	0	0	0%

CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through January

Classification	2016	2017	%Change
29000 DAMAGE TO PROPERTY	0	0	0%
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	1	1	0%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004 ORGANIZED RETAIL FRAUD	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	3	3	0%
35002 NARCOTIC EQUIPMENT VIOLATIONS	1	4	300%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	1	0	-100%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	0	0	0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000 ANIMAL CRUELTY	0	0	0%
Group A Totals	19	24	26.31%
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	1	0%
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	4	5	25%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	1	0	-100%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	4	2	-50%

CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through January

Classification	2016	2017	%Change
53001 DISORDERLY CONDUCT	0	1	0%
53002 PUBLIC PEACE -OTHER	0	0	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	2	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	5	5	0%
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	2	-33.3%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	18	20	11.11%
2800 JUVENILE OFFENSES AND COMPLAINTS	3	1	-66.6%
2900 TRAFFIC OFFENSES	21	18	-14.2%
3000 WARRANTS	17	19	11.76%
3100 TRAFFIC CRASHES	28	21	-25%
3200 SICK / INJURY COMPLAINT	90	60	-33.3%
3300 MISCELLANEOUS COMPLAINTS	141	164	16.31%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	43	91	111.6%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	478	531	11.08%
3800 ANIMAL COMPLAINTS	11	7	-36.3%
3900 ALARMS	13	27	107.6%
NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals	845	939	11.12%
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	45	37	-17.7%
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 January		
Classification		2016	2017	%Change
MISCELLANEOUS A THROUGH UUUU		0	0	0%
TRAFFIC WARNINGS		0	0	0%
Group D Totals		46	37	-19.5%
5000 FIRE CLASSIFICATIONS		16	23	43.75%
5100 18A STATE CODE FIRE CLASSIFICATIONS		0	0	0%
FIRE CLASSIFICATIONS		0	0	0%
Group E Totals		16	23	43.75%
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		944	1043	10.48%



DRAFT

REGULAR MEETING MINUTES

A special meeting of the Farmington City Council was held on January 3, 2017, City Conference Room, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

1. CALL TO ORDER

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	

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

No public comment was heard.

4. NEW BUSINESS

A. Consideration to Renew the Principal Shopping District (PSD) Special Assessment

Murphy advised the Principal Shopping District (PSD) special assessment is scheduled to expire in June 2017. City Administration is requesting that the City Council adopt the first resolution to initiate the renewal

process. The first resolution instructs the City Manager and DDA Director to provide a report, which would be submitted at the February 21st meeting. There are a total of five resolutions before the assessment can be renewed.

Move to adopt a resolution to proceed with preparation of project plans and cost estimates as part of the process to renew the Principal Shopping District Special Assessment.

[SEE RESOLUTION NO. 1-17-001].

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

B. Consideration to Approve Resolution Approving Small Winemaker License for Farmington Underground Canning and Kegging, LLC, Located at 33200 West Nine Mile Road, Suite B&C, and Related Agreement Permitted the Use of Such Premises.

Present: Jason Schlaff and Jason Hendricks were present

Hendricks provided information regarding the Farmington Underground Canning and Kegging, a subsidiary of the Farmington Brewing Company. He stated they are requesting a winemaker license with similar provisions approved by Council for a license at the Nine Mile facility two years ago.

Schultz stated that the license they receive from the state enables them to serve alcohol on the premises, however, the agreement with the City prohibits on-site consumption.

Bowman confirmed no changes were made from original request.

Responding to a question by Galvin, Schultz confirmed that any retail sales and consumption are not permitted at the facility.

Move to adopt a resolution of Local Approval for Small Winemaker License at 33200 West Nine Mile Road and the related agreement limiting use of the premises to production only, subject to final review and approval as to form by the City Manager and City Attorney. [SEE RESOLUTION NO. 1-17-002].

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

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

5. DISCUSSION

A. Code Enforcement

Galvin noted that this agenda item was prompted by his concern expressed at a previous meeting regarding the condition of Hershey's Ice Cream.

Murphy advised that only 2% of registered businesses in Farmington represent a property maintenance issue. He stated John Koncsol, Code Enforcement Officer, does an excellent job in addressing city code violations. He pointed out Koncsol always makes every effort to find a solution to an issue. The city cannot cite a vacant property owner if the property is up to code.

Scott asked how the city can get landlords to meet Farmington's expectations. He confirmed that the city can force Hershey's to remove the sign based on city ordinance. He inquired about the dark store ordinance in Muskegon.

Murphy advised the dark store ordinance mainly applies to big box stores that are vacant.

Schultz discussed the Muskegon ordinance and questioned whether it is enforceable, as it involves increasing the registration fee as long as a store remains vacant.

Scott would like to see more teeth in addressing vacant, blighted property.

Cowley stated that his customers have questioned why the city has not dealt with the blight at Hershey's ice cream. His opinion is there is plenty of meat in the city ordinance to address this issue. He would like to see tougher administration of city code to protect the value of the downtown.

Galvin stated that we need to think about code enforcement city-wide.

Cowley pointed out there are several sections within the city code that would address blight. He expressed support for moving toward a dark store ordinance.

Galvin asked for a definition of dark store ordinance.

Responding to a question from Galvin, Schultz stated a dark store relates to tax evaluation of a vacant store. He advised that from a property maintenance perspective there are provisions in the ordinance that deal with vacant commercial buildings. He cautioned that the city would not want to punish the owner of a vacant property to the point that they fill their space with anyone. Most communities do not have a regulation that requires a tenant in a building.

Christiansen explained the action the city is taking to address the Hershey's store. He discussed the inventory of vacant properties. He stated that the city cannot force property owners to fill vacancies.

Cowley supports tougher ordinances to address vacancies. He questioned why the Downtown Development Authority doesn't buy the building.

Christiansen responded the building owner isn't interested in selling at this time.

Cowley said the city needs to find a way to address vacant and blighted properties to protect the collective value of surrounding businesses.

Scott questioned why it is preferable for a landlord to sit on a vacant property; could the city enact an ordinance to motivate landlords to fill vacancies? He would like to see an economic incentive to fill vacant properties and make it more uncomfortable for owners that sit on those properties.

Schneemann doesn't know how we, as a city, can force tenancy. He believes a vibrant city will naturally fill vacancies.

Bowman noted that Farmington is a city in transition. She spoke of some instances where code enforcement was used successfully. She stated that this is a process and does not want to be known as a city that strong arms businesses. She is comfortable relying on city staff to make sure what is in place continues to grow Farmington and move the city forward.

Cowley cited Drakeshire Plaza as another example of owners not having an incentive to fill their vacancies. He is not willing to let owners who

have received tax breaks to sit on their properties. He believes that now is the time to encourage businesses to invest or sell.

Schultz explained that in 2009 the city adopted an ordinance dealing with vacant buildings. He warned that what we think is an enforceable ordinance may not be seen in the same way by the court. He cautioned that aggressive enforcement is one thing, but we need to make sure it is defensible. The city needs to do everything it can to remedy a case before it actually goes to court.

Christiansen cited the successful use of incentives to businesses and the number of redevelopments the city has seen. He believes not implementing the Farmington Streetscape had a negative effect on the Farmington Road businesses.

Galvin believes the owner of Hershey's is not a willing partner with the business development community. He spoke about the successful redevelopment of the Kmart property because the developer was willing to work with the city to overcome barriers. He believes City Administration needs to be more aggressive in code enforcement and should have the latitude to address each challenge without involvement from city council.

Galvin pointed out this discussion is not just about Hershey's and the downtown, but about the entire city.

Schultz will work with the city to ensure ordinances are enforced.

Responding to a question from Scott, Galvin stated the hold-up in the implementation of ordinance relating to residential rentals is funding.

6. COUNCIL COMMENT

Cowley advised the Walker Parking meeting will be held on February 16th.

Bowman announced that the Riley Park ice rink is up and running and very busy. There are two upcoming events: Glow Skate on January 28th and Skate and Date on February 12th. She thanked everyone involved with the ice rink.

Galvin noted the new ice rink enclosure does a fabulous job keeping people warm. He expressed his condolences regarding the recent passing of Spencer Brown, former chairman of the Grand River Corridor Improvement Authority.

7. ADJOURNMENT

Move to adjourn the meeting.

<p>RESULT: APPROVED [UNANIMOUS] MOVER: Steve Schneemann, Mayor Pro Tem SECONDER: Greg Cowley, Councilmember AYES: Bowman, Cowley, Galvin, Schneemann, Scott</p>
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The meeting adjourned at 8:19 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____



Special City Council Meeting
6:00 PM, TUESDAY, JANUARY 17, 2017
Conference Room
Farmington City Hall
23600 Liberty St
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

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

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

1. CALL TO ORDER

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

City Administration Present

Director Christiansen
Superintendent Eudy
City Clerk Halberstadt
City Manager Murphy

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

No public comment was heard.

4. BOARD AND COMMISSION INTERVIEWS

A. Consideration to Reappoint Todd Craft, Agnes Skrzycki and Sean Murphy to the Farmington Downtown Development Authority Board of Directors

Council interviewed Todd Craft, Agnes Skrzycki, and Sean Murphy for reappointment to the Farmington Downtown Development Authority Board of Directors.

Move to reappoint Todd Craft, Agnes Skrzycki and Sean Murphy to the Farmington Downtown Development Authority Board of Directors each for a 4-year term ending February 28, 2021.

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

5. DISCUSSION: MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT), REQUEST FOR A VARIANCE OF THE CITY'S NOISE ORDINANCE FOR THE RESURFACING AND OTHER REPAIRS OF GRAND RIVER AVENUE IN 2017

Murphy stated that in the Spring of 2017 the Michigan Department of Transportation (MDOT) will be doing a mill and fill on Grand River. They are asking for a variance to the noise ordinance so they can work at night to complete the job in a timely manner.

Responding to a question from Schneemann, Eudy stated that the repair time should be less than a week. The milling and paving will occur at night and the paving will be static rolling, which is less destructive than vibratory rolling; no jackhammers will be used overnight.

Schultz pointed out the night road construction proposed by MDOT would be in violation of Section 19-124, Noise Ordinance, of the City Code. However, Section 19-127 provides an exception under which the work could be performed without the need for a variance. In order for this exception to apply, MDOT would need to apply for a special permit through the City Manager's office, as stated in article 19-128.

Responding to a question from Galvin, Eudy stated a schedule of the planned road work will be available in advance so residents will know what areas of Grand River will be under construction.

6. OTHER BUSINESS

Responding to a question from Murphy, Council expressed no interest in televising council meetings live on cable.

7. COUNCIL COMMENT

No Council comment was heard.

8. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 6:58 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____



DRAFT

REGULAR MEETING MINUTES

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

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

1. CALL TO ORDER

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

City Administration Present

Director Christiansen
Director Demers
Superintendent Eudy
City Clerk Halberstadt
Assistant to the City Manager Knowles
City Manager Murphy
Attorney Schultz

2. PLEDGE OF ALLEGIANCE

Mary Martin, Executive Director of the Greater Farmington Area Chamber of Commerce, led the Pledge of Allegiance.

3. APPROVAL OF ITEMS ON CONSENT AGENDA

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

- A. Second Quarter Building Report
- B. Farmington Monthly Payments Report - December 2016

C. Public Safety Monthly Report-December 2016

D. Minutes

1. Minutes of the City Council - Regular - Dec 19, 2016 7:00 PM
2. Minutes of the City Council - Special - Dec 19, 2016 6:00 PM

4. APPROVAL OF REGULAR AGENDA

Move to approve the regular meeting agenda as amended, changing the title of Agenda Item No.11 to "Closed Session - Land Acquisition, Pending litigation and City Attorney Confidential Communications to City Council."

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Greg Cowley, Councilmember
SECONDER:	Sara Bowman, Council Member
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott

5. PUBLIC COMMENT

Joe Capozzoli, Principal of Paladin Advisors, discussed his proposed plans for the Ten Mile property. He stated the plans are similar to what he presented to the city 18 months ago.

6. PRESENTATION/PUBLIC HEARINGS

A. Greater Farmington Area Chamber of Commerce Executive Director Mary Martin

Mary Martin, new Executive Director, GFACC, discussed some of her plans for the chamber including placing a greater emphasis on members. She stated there is a full schedule of events planned for 2017.

Bowman would like to receive an invitation for ribbon cutting events in both Farmington and Farmington Hills.

Responding to a question from Cowley, Martin advised the State of the Cities is scheduled for Wednesday, February 15th at 7:30 a.m.

Martin stated the Chamber is currently in the planning stages for the Founders Festival. She stated they already have some contracts in place. They will be using 360 Productions to assist in planning the event. The Chamber's goal is to increase sponsorship by 30%.

Galvin asked whether the Chamber would consider holding the State of the Cities event in the evening. He stated the 7:30 a.m. breakfast is not necessarily convenient for participants.

Martin advised she will consider making a change in 2018.

B. Farmington Farmers & Artisans Market Manager Walter Gajewski

Walt Gajewski, Farmington Farmers & Artisans Market Manager, provided an update on market activities and events and 2017 goals. He passed out an unaudited 2016 financial statement of the market.

Scott stated he was glad to see the market is growing; a great asset to the city. He would like feedback from surrounding businesses on how they are impacted by the market.

Walt stated he does not have metrics that show how local businesses have been positively impacted by the market. He would like to mine the metrics particularly for the big box stores.

Responding to a question from Schneemann, Gajewski stated there was no conflict with Fresh Thyme relative to competing for customers. He discussed the differences in the products they sell, noting only a few overlap.

Discussion followed regarding the reasons the Market needs to relocate during the Harvest Moon Festival. Gajewski stated he would like to keep the market at Riley Park if it can be worked out.

Schneemann also expressed support for keeping the market at Riley Pavilion during Harvest Moon. He would be willing to participate in making this happen.

Bowman congratulated Gajewski for reducing costs, increasing market attendance and revenue. She appreciated the healthy living aspect of the market.

Cowley stated he is a fan of the market, noting it generates as many people to the downtown as the Civic Theater does in an entire year. He suggested surveying participants to find out if they go to other markets. He stated the market is prime opportunity for business incubation. He encouraged the Downtown Development Authority to find vendors in the market that could establish a business in the downtown.

Discussion followed regarding the availability of parking for both customers and vendors.

Galvin stated the market is a gem in our community, a destination, and it is great that it is profitable.

7. UNFINISHED BUSINESS

No unfinished business was heard.

8. NEW BUSINESS**A. Consideration to Accept Principal Shopping District (PSD) Report and Schedule Public Hearing**

Knowles discussed proposed Resolution #2 for the PSD renewal and the need to schedule a public hearing for February 21, 2017 to accept public comment regarding the renewal.

Responding to a question from Schneemann, Knowles stated the boundaries have remained the same since the inception of the PSD. She advised state law allows a board to govern both the DDA and PSD if the boundaries are the same.

Move to approve Resolution #2 to find the Principal Shopping District (PSD) renewal as necessary and to schedule a public hearing for February 21, 2007 at 7:00 p.m. [SEE ATTACHED RESOLUTION].

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

The votes were taken in the following order: Cowley, Galvin, Schneemann, Scott, Bowman.

B. Consideration to Provide City of Farmington Residents the Water Residential Assistance Program (WRAP) Administered by Oakland Livingston Human Service Agency.

Eudy advised the Great Lakes Water Authority (GLWA) has established the Water Residential Assistance Program (WRAP) to provide qualifying residents assistance in payment of their water bills. The program is completely funded by the GLWA.

Responding to a question from Bowman, Eudy advised interested residents should contact the city or WRAP representatives. He confirmed this program was implemented last year.

Responding to a question from Scott, Eudy stated so far no residents have participated in this program.

Move to approve participation in the Water Residential Assistance Program (WRAP) and authorize the City Manager to sign the agreement. [SEE ATTACHED AGREEMENT].

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

The votes were taken in the following order: Galvin, Schneemann, Scott, Bowman, Cowley.

C. Consideration to Approve Construction Estimate No.1 for the Rapid Flashing Beacon at Farmington Road & State Street

Present: Jessica Howard, OHM Advisor

Eudy advised that at the November 21, 2016 meeting City Council approved a bid from J. Ranck Electric Inc. for the installation of a Rapid Flashing Pedestrian Crossing Beacon at the intersection of Farmington Road and State Street. Orchard Hiltz and McCliment (OHM) has

recommended a payment of \$18,131.40 with retainage of 5% for this contract. The installation is scheduled to be completed by the second week of February 2017.

Responding to a question from Schneemann, Howard stated no premium was included in the contract for work completed in the winter.

Scott questioned the 5% retainage fee given a typical fee is 10%.

Howard responded the 5% fee reflects the smaller size of the project. She noted most of the work has already been completed.

Scott pointed out a retainage fee is secured to ensure the contractor is motivated to fully complete the project on time. He stated going forward he will be looking at larger retainage fees on future contracts.

Galvin noted this is the first step in improving crosswalks. He questioned where future beacons on Grand River will be placed.

Eudy responded one near the Warner Mansion and one at Liberty street.

Move to approve Construction Estimate No. 1 for the installation of a Rapid Flashing Pedestrian Crossing Beacon at the intersection of Farmington Road & State Street and authorize payment in the amount of \$18,131.40, with a 5% retainage, to J. Ranck Electric, Inc.

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

The votes were taken in the following order: Schneemann, Scott, Bowman, Cowley, Galvin.

D. Michigan Department of Transportation (MDOT), Request for a Variance of the City's Noise Ordinance for the Resurfacing and Other Repairs of Grand River Avenue in 2017.

Eudy advised MDOT has requested a variance to the City Noise Ordinance to allow night time and weekend construction work on Grand River. This variance would reduce daytime congestion related to the resurfacing of Grand River.

Discussion followed regarding the importance of communicating with residents and businesses regarding the timeframe for the construction and why work is being done in the night time hours.

Cowley noted the construction period would be minimized by allowing the variance to the ordinance.

Schneemann emphasized that all Farmington residents need to be notified of the Grand River construction. He suggested putting something in with the water bills. Communication

is very important so that everyone knows that businesses will remain open throughout the construction.

Bowman stated we should not lose sight of how important this project is to our community. She noted it will add parking, a bike lane and is necessary in maintaining the road. She expressed appreciation to MDOT in trying to minimize disruption in the community. She stated there is precedent where other projects have required construction during night time hours. She also emphasized that the city clearly communicate the timeframe of this project.

Scott concurred with Bowman regarding the benefits of the project. He noted the addition of a bike lane west of Farmington Road, additional on-street parking, and creating a more walkable community. He stated the project will also include reworking intersections and adding ADA bumps. He stated the city has been working on this project for a couple of years. He expressed support for granting the waiver.

Galvin noted road projects are always inconvenient, but by waiving the city noise ordinance the length of the project will be shortened. He discussed the decibel level of a grating machine, comparing it to the sound of a lawn mower. He does not believe the work will be too intrusive to residents.

Schultz advised granting a variance to the ordinance is not necessary. He pointed out Section 19-127 of the City ordinance provides an exception under which the work could be performed without the need for a variance.

Move to authorize the Michigan Department of Transportation (MDOT) to perform the work designated in their letter dated December 20, 2016 pursuant to the City of Farmington ordinance.

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

E. Consideration to Approve Change Order No. 1 & Construction Estimate No. 5 (Final) for the 2014 Sanitary Sewer Rehabilitation

Eudy advised Orchard, Hiltz and McCliment (OHM) has recommended payment of \$500.00 to Pipeline Management which represents a full release of the retainage for the televising, cleaning, and pipe lining of selected locations along Farmington, Eight Mile and Berg Roads.

Responding to a question from Schneemann, Eudy advised the transfer of ownership and maintenance of 950' of sewer line east of Telegraph on Eight Mile to Great Lakes Water Authority has already taken place.

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

The votes were taken in the following order: Scott, Bowman, Cowley, Galvin, Schneemann.

9. DEPARTMENT HEAD COMMENTS

Demers advised his department has hired a new parking enforcement officer, noting the officer is a Farmington resident.

Cowley requested officers monitor the new flashing beacon sign.

Murphy advised all city employees are participating in diversity training.

Galvin thanked Christiansen for his efforts in the remediation of the Hershey Ice Cream property.

10. COUNCIL COMMENT

Bowman discussed the benefits of the MDOT project on Grand River. She is looking forward to seeing the flashing beacon on Farmington Road.

Galvin advised he recently attended a Farmington Hills public arts event and noted the beauty and quality of the art. He is looking forward to other opportunities for art displays in the Farmington area. He noted the upcoming State of the Cities event scheduled for February 15th at 7:30 a.m.

11. CLOSED SESSION - LAND ACQUISITION

Motion to enter closed session to discuss land acquisition, pending litigation and City Attorney Confidential Communications to City Council.

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

The votes were taken in the following order: Bowman, Cowley, Galvin, Schneemann, Scott.

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

Motion to exit closed session.

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

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

Move to authorize City settlement of the School District Maxfield Training Center Street Vacation litigation with the final review and approval of document by the City Attorney and City Administration.

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

12. ADJOURNMENT

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

The meeting adjourned at 10:00 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____



DRAFT

SPECIAL MEETING MINUTES

A Special meeting of the Farmington City Council was held on Tuesday, January 24, 2017, in Farmington City Hall, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:00 p.m. 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

City Manager Murphy
Clerk Halberstadt
Treasurer Weber

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

No public comment was heard.

4. DISCUSS BUDGET/5-YEAR FORECAST

Treasurer Weber provided a five-year forecast for the General Fund and indicated the assumptions on which the figures were based.

Cowley suggested that the assumption of 2.00% taxable value increase each year was too high and 2.00% wage increase each year was too low.

Discussion followed regarding the reduction in benefits and wages in 2010 that were necessary for the city to survive the recession.

Discussion continued regarding the change in pension calculations and the impact on the bottom line. It was noted that due to the escalating pension contributions, the city is unable to set aside funds for capital improvements.

Further discussion was held regarding funding for Capital Improvement projects. It was noted that there has not been a Capital Improvement budget over the last five years and none is projected for the next five years.

5. OTHER BUSINESS

No other business was heard.

6. COUNCIL COMMENT

No Council comment was heard.

9. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting was adjourned at 6:55 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date:



DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on February 6, 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 7:00 PM by Mayor Pro Tem Steve Schneemann.

1. CALL TO ORDER

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

City Administration Present

Director Christiansen
Director Demers
City Clerk Halberstadt
City Manager Murphy
Attorney Saarela

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

Dr. Dan Vargovick, Dubin Optometric Clinic, stated the parking restrictions of the city are sending the wrong message to those who are disabled. He sees two issues that need to be fixed: Farmington does not have enough handicap parking spots and employees with valid handicap permits are being ticketed for violating the 3-hour parking limit. He noted the city's remedy to the disabled is to take up the issue with the parking committee and to park in outlying lots with employees

picking each other up. He believes the answers are simple: the city should add handicap parking spaces and provide permits to disabled that allows them to park longer in 3-hour parking.

4. CONSIDERATION TO APPROVE SPECIAL EVENT PERMIT – RELAY FOR LIFE

Murphy provided an overview of the special event request. The American Cancer Society is looking for permission to hold their annual Relay for Life event at Shiawassee Park on May 19, 2017 through May 21, 2017.

Motion to approve American Cancer Society Relay for Life Special Event Request to begin May 19, 2017 and conclude May 21, 2107.

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

5. DISCUSS PROPOSED ADDITION TO PARKING ORDINANCE

Moving vehicles in same lot for the purpose of extending parking time – Civil Infraction

Removing or altering a parking enforcement officer's tire mark - Civil Infraction

Commander Demers provided background on both parking issues. He stated the Parking Committee has considered both matters and recommended a change in ordinance.

Bowman asked if this problem is unique to Farmington.

Responding to a question from Bowman, Demers stated that in his research he found that the City of Rochester previously had this problem before switching to metered lots.

Bowman questioned how many times this is happening.

Responding to an additional question from Bowman, Demers stated that Parking Officials have confirmed that shuffling cars from space to space within the North and South lots is a common occurrence to defeat the 3-hour parking limit.

Bowman asked if caught, would the offender receive two tickets.

Demers responded there would likely be only one violation as both are civil infractions with equal fines. However, it would be up to Council to implement a fine schedule.

Responding to a question from Bowman, Demers stated that they are confident that the issue is not with customers, but employees who are moving their cars from space to space.

Scott is disappointed that this is happening. The restrictions were put in place to be customer friendly and he's concerned that employees are looking for a way around it. He posed a question regarding employees leaving for lunch and returning to the lot.

Demers answered that an employee would need to go to a completely different lot if lots were numbered. He said that this is something Council should consider.

Cowley discussed the challenge of restricting employees from moving their cars around. He advised that once the 3-hour limit is reached they cannot park in another timed lot. He suggested they park in one of 4 untimed lots. He also recommended issuing two tickets and believes this should have been done months ago. He stated that another option is to meter the whole parking lot.

Schneemann believes the two parking issues are significantly different from one another: to remove a mark placed by an officer is deceitful; moving a car to another spot shows ingenuity. He feels that we shouldn't be surprised that people try to find a way around the parking ordinance. He cautions against continued tweaking of the ordinance. It may end up frustrating people because they lose track of what the rules are. If rules continue to change and evolve on a regular basis the city will lose public confidence. He would like to limit tweaking the ordinance, but if changes are necessary there should be a grace period.

Demers stated that when a change occurs they usually give a two week grace period before issuing a ticket.

Responding to a question by Schneemann, Demers affirmed that every lot that is time-limited is clearly signed, but not numbered.

Schneemann would like to have more specific language regarding each lot in order to reduce the public confusion.

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.

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

The meeting adjourned at 8:04 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____

**JOINT MEETING MINUTES
FARMINGTON BOARD OF EDUCATION
FARMINGTON HILLS CITY COUNCIL
FARMINGTON CITY COUNCIL**

**Tuesday, February 7, 2017
6:30 pm**

**Forest Elementary School
34545 Old Timber, Farmington Hills**

The Special Joint meeting of the Farmington and Farmington Hills City Councils and Farmington Board of Education was called to order by President Cummings at 6:32 pm.

President Cummings welcomed everyone to the meeting and each of the respective entities introduced the Board members, Council members and administrators present.

Present at the meeting:

Farmington Board of Education Members: President Jessica Cummings, Vice President Terry Johnson, Secretary David Turner, Treasurer Terri Weems, Trustees Przeslawski, Smith and Stark

Absent: None.

Farmington Public Schools Representatives: George Heitsch, Superintendent; Aaron Johnson, Assistant Superintendent; Jon Riebe, Director of Facilities Management; Kathy Smith, Executive Director of Human Resources; Jennifer Kaminski, Chief Financial Officer, Diane Bauman, Director of School/Community Relations; and Debbie McCracken, Executive Assistant

Farmington Hills City Council: Mayor Ken Massey, Mayor Pro-Tem Valerie Knol, Councilmembers Michael Bridges, Randy Bruce, Richard Lerner, Theresa Rich and Samantha Steckloff

Absent: None

Farmington Hills City Representatives: Dave Boyer, City Manager, Gary Mekjian, assistant city manager, and Pam Smith, City Clerk

City of Farmington Council: Mayor William Galvin, Mayor Pro Tem Steven Schneeman; Councilmembers Sara Bowman, Greg Cowley, Jeffery Scott

Absent: None

City of Farmington Representatives: David Murphy, City Manager and Sue Halberstadt, City Clerk

FARMINGTON PUBLIC SCHOOLS UPDATE

Bond/Property Updates: Dr. Heitsch gave a District report which included Bond projects and property updates. He reported on Phase I bond work at Lanigan and Gill elementary schools, East Middle School and Farmington High School and Phase II work which will take place this summer 2017 at Wood Creek, Longacre, Hillside, the Dunckel building and North Farmington High School. Work continues at Farmington High School as the high school projects take 18-24 months to complete. Also part of the Phase I and II bond work was the purchase of 20 buses and technology updates. Phase III work continues to be monitored to determine need based on building usage/closures. Decisions will be made regarding relocation and/or closures at the administration office, Maxfield Education Center, transportation department, and early childhood program and repurposing of Harrison High School. Highmeadow will be relocated to the Dunckel building and open as a K-7 STEAM School in the fall and grow to K-8.

Academic Updates: Dr. Heitsch reported that, thanks to a collaboration with the cities and Beaumont Hospital, a CPR certification is now part of all 9th grade health classes. In addition, all school staff will be trained in AED awareness by the end of March. He also reported on vocational training opportunities for students and gave further details on the STEAM School enrollment process that was underway. Dr. Heitsch shared information on initiatives and interventions in place to address achievement gaps.

Dr. Heitsch closed his report by noting that the District has worked with the Farmington and Farmington Hills economic development offices to schedule a Realtor breakfast on February 28 to share city and school district information with area realtors. The breakfast will take place at Lanigan Elementary, which was newly renovated as part of the Phase I bond work.

JOINT INTER-GOVERNMENTAL TASK FORCE UPDATE

Councilmember Sara Bowman reported on the Joint Task Force. The three representatives on the committee are Ms. Bowman for the Farmington City Council; Terry Johnson, Board of Education; and Michael Bridges; Farmington Hills City Council. She stated that the Task Force Mission Statement is to identify opportunities that provide long-term benefits to the community. Recent topics of discussion have included a medical health consortium, grounds maintenance, cable access (TV10, etc.) and property sales. The Councils and School Board expressed a desire to expand the scope of the Task Force to assist and support each other, in addition to shared service opportunities. It was requested that the Task Force reconvene to consider this expansion, as well as the potential to add a second representative from each entity.

Mrs. Cummings suggested that another Joint Meeting be scheduled this year, possibly in August. Potential dates will be identified.

PUBLIC COMMENTS: President Cummings opened the meeting up for public comment. The following individuals spoke:

Leland Bassett congratulated and thanked the cities and schools for the collaborative work they are doing and commented that the newly renovated Forest school looked great.

Kyle Anderson, Farmington YMCA, shared information about programs that the Y offers and their desire to support/assist the cities and schools for the benefit of the community.

Christine Roberts requested that the cities and school district make a statement of support of the diversity and inclusiveness of the community and make a commitment to be a safe and welcoming community for everyone.

Becky Burns also requested that the cities and school district make a statement, similar to area communities and universities, in support of diversity and being a welcoming community for all.

Kelly Carpenter-Crawford read excerpts from letters that principals Jim Anderson and Allyson Robinson sent to their school communities regarding being welcoming for all students and families. She was looking to the city councils and school board to make similar statements.

ADJOURNMENT: The meeting adjourned at 7:43 pm.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date:

Respectfully submitted by:
David N. Turner
Secretary, Board of Education

Farmington City Council Staff Report	Council Meeting Date: February 21	Item Number 4G
Submitted by: David Murphy, City Manager		
Description Consideration to Appoint Greater Farmington Area Chamber of Commerce Executive Director Mary Martin to the Brownfield Redevelopment Authority		
Requested Action Move to appoint Mary Martin to the Brownfield Redevelopment Authority		
Background Mary Martin, the current executive director of the Greater Farmington Area Chamber of Commerce, has agreed to serve on the Farmington Brownfield Redevelopment Authority. She will be filling the vacancy left by Dan Irvin, who was the chamber's executive director prior to Mary. The term of office will be through February 28, 2020.		
Agenda Review		
Department Head	Finance/Treasurer	City Attorney
City Manager		

Farmington City Council Agenda Item	Council Meeting Date: 2/16/2017	Item Number 4H
Submitted by: David Murphy		
<u>Agenda Topic</u> Resignation of James McLaughlin from Library Board		
<u>Proposed Motion</u> Consent item - Accept the Resignation of James McLaughlin from Library Board		
<u>Background</u> James McLaughlin has served on the Library Board for 22 year; he now plans to retire. Administration will prepare a certificate of service for him. He does not plan to attend the meeting.		
<u>Materials Attached</u> Email stating resignation		
Agenda Review		
Department Head	Finance/Treasurer	City Attorney
City Manager		

E-mail sent to Melissa Andrade on Feb. 9, 2017

This is to inform the Farmington City Council that, effective February 28, 2017, I will be officially resigning my Board member appointment

to the Farmington Community Library. It has been my privilege and honor to serve the Farmington community in this capacity for the past 19 years, and I thank you for this esteemed opportunity.

Sincerely,

James McLaughlin

34956 Drake Heights Dr.

Farmington, MI 48335-3300

Farmington City Council Agenda Item	Council Meeting Date: Tuesday, February 21, 2017	Item Number 6B	
Submitted by: Annette Knowles, Asst. to the City Manager/DDA Executive Director			
<u>Agenda Topic</u> Public Hearing and Consideration to Adopt Resolution #3 for Principal Shopping District (SD) Special Assessment Renewal			
<u>Proposed Motion</u> Approve Resolution #3 to move forward the Principal Shopping District (PSD) Special Assessment renewal process			
<u>Background</u> <p>At the January 17, 2017 meeting, the City Council accepted a report from the City Manager and DDA Director related to the renewal of the Principal Shopping District (PSD) Special Assessment which is scheduled to expire in June, 2017. In accepting the report, the City Council scheduled a Public Hearing for Tuesday, February 21, 2017 at 7:00pm related to the necessity of the special assessment district. Notice of the Public Hearing was published in the Farmington Observer on February 9, 2017, and notices were mailed (certified, no return receipt) to all property owners within the district.</p> <p>At the conclusion of the Public Hearing, the City Council is requested to consider adopting Resolution #3. In this resolution, City Council determines that it is necessary to continue the special assessment and instructs the City Assessor to prepare a special assessment roll for the district.</p> <p>If Resolution #3 is adopted, the Assessor's special assessment roll would be presented at the March 20, 2017 meeting. At that meeting, the City Council would be requested to accept the roll and schedule a Public Hearing for the April 17, 2017 meeting.</p>			
<u>Materials Attached</u> Resolution #3 for the PSD Special Assessment Renewal			
Agenda Review			
Department Head <i>AMK</i>	Finance/Treasurer	City Attorney	City Manager

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON

[Principal Shopping District]

RESOLUTION APPROVING PROJECT

(Resolution No. 3)

Minutes of a _____ Meeting of the City Council of the City of Farmington, County of Oakland, Michigan, held in the City Hall in said City on February 21, 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 is considering 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).

On January 3, 2017, the City Council adopted a resolution (Resolution No. 1) directing the City Manager, in conjunction with the Executive Director of the Downtown Development Authority, to prepare or cause to be prepared marketing and development plans, specifications, and cost estimates for a PSD Project.

Plans, specifications, and cost estimates were duly submitted to the City Council for the Project, and on January 17, 2017, the City Council adopted a resolution (Resolution No. 2) declaring necessity and that it tentatively intends to proceed and setting a public hearing to consider the establishment of a special assessment district to finance and defray the cost of the project, which is designed and intended to especially benefit the properties in the proposed special assessment district through development and marketing improvements and activities.

Following the public hearing, conducted on February 21, 2017, the City Council has determined to proceed with the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The City Council finds that the Project is necessary and that it shall proceed with the Project and establish a special assessment district to defray the entire (100%) cost of the Project. The purpose of the Project is to carry out administrative, marketing, promotional, and maintenance activities as described in the development plan(s).

2. The cost of the plan/activities of the Project is \$920,000 and is hereby approved.

3. The District shall consist of the properties on the list attached to this Resolution as the special assessment district, against which 100% of the cost of the Project is to be assessed and which shall be identified as Special Assessment District No. 2017-90 (the “**District**”).

4. The duration of the District’s existence shall be five (5) years, from July 1, 2017 to June 30, 2022 shall be paid in installments specified in the City Council's Resolution confirming the special assessment roll and due on July 1 beginning in 2017 as follows:

2017 \$ 180,000

2018 \$ 182,000

2019 \$ 184,000

2020 \$ 186,000

2021 \$ 188,000

The assessment shall be spread each year on the basis of the Taxable Value of non-residential real property that was certified by the March Board of Review of the prior year.

5. The City Assessor shall prepare a special assessment roll that includes all lots and parcels of land within the District with the names of the respective record owners of each property, if known, and shall also include the total amount to be assessed against each property. The amount to be assessed against each property shall be based upon the proportionate amount of special benefit to be received by each property from the Project. The amount spread in each case shall be based upon the detailed estimate of costs as approved by the City Council.

6. When the Assessor completes the assessment roll, he shall file it with the City Clerk for presentation to the City Council, along with his certification that the roll has been made pursuant to law and this Resolution of the City Council and that, in making the assessment roll, the Assessor has in his best judgment conformed in all respects to the law and the directions contained in this Resolution. Upon receipt, the City Clerk shall forthwith present the roll and the Assessor's certification to the City Council.

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 _____ day of _____, 2017.

CITY OF FARMINGTON

By: _____
SUSAN K. HALBERSTADT, CLERK

Farmington City Council Staff Report		Council Meeting Date: February 21, 2017	Item Number 7A
Submitted by: Melissa Andrade			
Description Special Event Request – MEC Job Fair			
Requested Action Move to approve special event request from Murphy’s Educational Center to host a job fair at the Riley Pavilion on June 16, 2017 from 9am to 4pm.			
Background Murphy’s Educational Center would like to host a job fair in the pavilion. They have invited local food vendors to participate. They are expecting 100+ people for the event. They also are asking for a discounted price for the reservation based on their 501 (c) (3) status, our policy states that permit fees will be waived for non-profit organizations.			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager



CITY USE ONLY

Approval Needed:

- City Manager
- City Council

- Approved
- Denied

City of Farmington Special Event Application

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

Sponsoring Organization's Name: Murphys Educational Center Inc.
 Organization Phone: 248-218-5556
 Organization Address: 33519 State Street
 Organization's Agent: Dr Opal Murphy Hicks Phone: 248-488-7654
 Agent's Title: CEO/Executive Director E-mail: oymurphy@aol.com
 Agent's Address: Same
 Event Name: MEC Job Fair
 Event Purpose: provide job opportunities for residents et. al
 Event Dates: June 16, 2017
 Event Times: 9am - 4pm
 Event Location: Pavillion @ Riley Park
 Number of People Expected: 100+

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

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

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

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

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

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:

pending

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:**

business is non-profit and we are
requesting a discounted price.

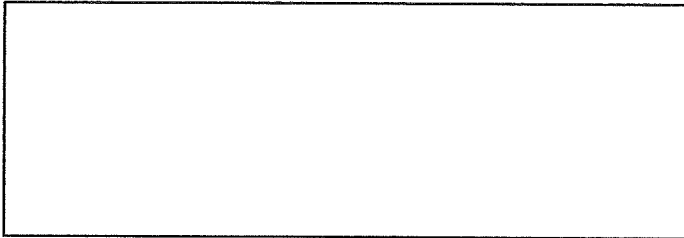
7. **Event Signs:** Will this event include the use of signs (YES) (NO)
If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

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

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

Banner Length

Width

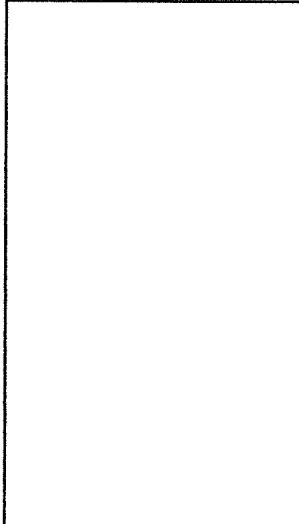


Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height




Write copy of sign in the box.

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

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

2/2/2017
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: February 21, 2017	Item Number 7B
Submitted by: Melissa Andrade		
Description Request for Special Event - Swing Farmington, Inc.		
Requested Action Move to approve special event request for Swing Farmington, Inc. scheduled every Thursday, May 4 through October 19, 2017, 7 – 11:30 p.m. with the following conditions: <ol style="list-style-type: none"> 1. Music will discontinue at 11 p.m. except for evenings during the summer months. 2. Waive the City Sound Ordinance to allow Swing Farmington, Inc. to extend operation until 11:30 p.m. from the end of the school year June 18 through the September 3. 3. Approve charge of \$25/week to defray the cost of maintenance. 		
Background <p>The City received a special event request from Alexander Steward, President for Swing Farmington, Inc. Since 2006 Mr. Steward and a group of about 100 young people assemble in Sundquist Pavilion every Thursday evening for swing dancing. This year he would like to utilize the pavilion from May 4 through October 19 from 7 – 11:30 p.m.</p> <p>Mr. Steward would like to extend the hours of this event to 11:30 p.m. beginning June 22 through August 31. Therefore he is also requesting a waiver of the city sound ordinance Article V, Section 19-130. – Radio and musical instruments which states:</p> <p><i>It shall be unlawful for any person to play any radio, television set, phonograph or any musical instrument in such a manner or with such volume, particularly during the hours between 11:00 p.m. and 7:00 a.m., or at any time or place, so as to annoy or disturb the quiet, comfort or repose of persons in any office or in any dwelling, hotel, other type of residence or of any persons in the vicinity.</i></p>		
Agenda Review		
Department Head	Finance/Treasurer	City Attorney
City Manager		



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 Swing Farmington Inc.

Organization Phone: 313-231-2046

Organization Address 19981 Pollyanna Dr. Livonia MI 48152

Organization's Agent: Alexander Stewart Phone: ~~313-231-2046~~ 313-231-2046

Agent's Title: President E-mail: alexandersteward@gmail.com

Agent's Address: 19981 Pollyanna Dr. Livonia MI 48152

Event Name: Thursday Night Swing

Event Purpose: Weekly Swing Dancing for the community

Event Dates: Every Thursday from May 4th - October 19th

Event Times: 7:00pm - 11:30pm

Event Location: Walter E. Sundquist Pavilion and George

Number of People Expected: Average 200 weekly

F
Riley
Park

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 lots 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:

For only August 17th, we'd like the parking lot directly connected to pavilion on south side blocked off from 4pm till end of night for our live music event.

6. Other Requests: Exemption of Noise Ordinance to go till 11:30pm for music from end of school year till August 31st. Will go back to 11pm when school year starts 9p.

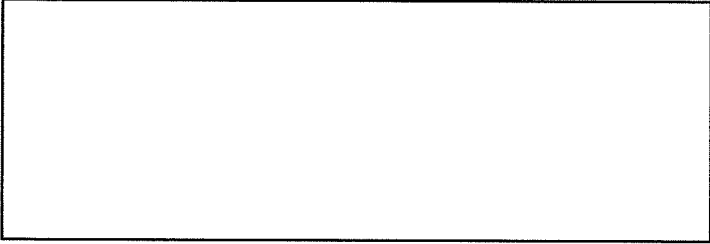
7. **Event Signs:** Will this event include the use of signs (YES) (NO)
If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

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

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

Banner Length

Width

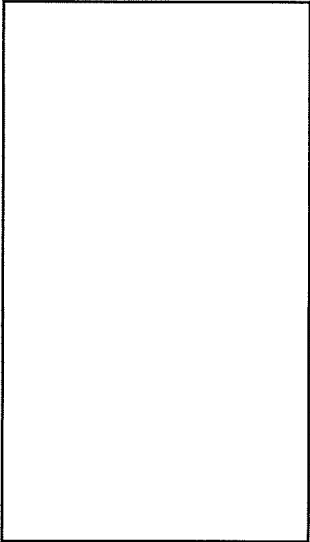


Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height



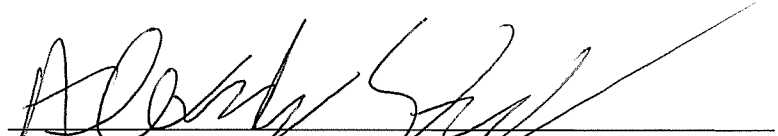
Write copy of sign in the box.

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

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

2/6/17

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: February 21, 2017	Item Number 7C
Submitted by: Sue Halberstadt, City Clerk		
<u>Agenda Topic</u> Mansion Director – Contract Renewal		
<u>Proposed Motion</u> Move to renew the agreement with Kim Shay to serve as the Warner Mansion Director as presented.		
<u>Background</u> The City of Farmington entered into a one-year agreement with Kim Shay in February 2016 to serve as Warner Mansion Director. City Administration is requesting Council approval of a two-year agreement with the option for additional two one-year renewals. Over the past year, Kim accomplished a number of goals that included: significantly increased revenue and attendance at all Mansion events; raised additional sponsorship dollars; reduced overall expenses; and started the process of documenting all museum artifacts. Kim has done an excellent job in overseeing all aspects of the day-to-day operation of the Mansion. She has directed the planning and implementation of all events. She worked closely with a team of volunteers to make sure all Mansion activities, fundraisers, tours, etc. were sufficiently staffed and carried out successfully. She reached out to local organizations in planning and expanding some events at the Mansion. Kim worked closely with Superintendent Eudy to ensure all maintenance issues were addressed in a timely manner. This agreement is similar to that of the Market Master and Civic Theater General Manager. The major aspects of the agreement are as follows: <ol style="list-style-type: none"> 1. Scope of Services – specified in Exhibit A 2. Term – Two years with the option for two one-year renewals. Also contains provisions for either party to terminate the agreement 3. Compensation <ul style="list-style-type: none"> - \$24,000 annual base salary - Incentive Payment – 20% of all new funding sources generated by the Director, in excess of \$34,000 4. Independent Contract Status 5. Annual Performance Evaluation 6. Hours of Work – Work as necessary to meet scope of work specified in Exhibit A I believe under Kim’s leadership, programs and events will continue to expand and grow; and the Mansion, an icon and Farmington’s place of history, will not only continue to develop as a gathering place for the community, but also as a destination for the greater metro area.		
<u>Materials Attached</u> Proposed Mansion Director Service Agreement		
Agenda Review		
Department Head	Finance/Treasurer	City Attorney
City Manager		

**CITY OF FARMINGTON
GOVERNOR WARNER MANSION
MANSION DIRECTOR SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____, 2017, by and between the City of Farmington, a Michigan Municipal Corporation, hereinafter referred to as the "City," and Kimberly Shay, hereinafter referred to as the "Contractor," both of whom understand as follows:

RECITALS

City desires to retain the services of Contractor to act in the capacity of Mansion Director of the Governor Warner Mansion and to establish certain compensation, conditions of service, and working conditions for Contractor; and Contractor desires to provide services as the Mansion Director of the Governor Warner Mansion.

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

Section 1. Duties

The City agrees to engage the services of Contractor to work in the capacity of Mansion Director of the Governor Warner Mansion (the "Mansion") to perform the functions and duties specified in the Scope of Services attached as Exhibit A hereto and incorporated herein, and to perform such other legally permissible and proper duties and functions as City shall from time to time assign.

Section 2. Term

The term of this Agreement shall be for two years from the date set forth above and shall renew automatically for two successive one-year periods unless either party provides notice at least 90 days prior to the expiration of that term. Either party may terminate this Agreement, for any reason, upon ninety (90) days written notice to the other party. The City may terminate the Agreement at any time for cause, which shall include, but not be limited to, the inability of Contractor to perform the Work required in the Scope of Services, conviction of a felony by Contractor, or the scheduling, display, or presentation of events or programs which are not in accordance with the community standards of the City.

In the event of termination, Contractor shall be paid as compensation in full for services performed to that date an amount calculated in accordance with Section 3 below. Such amount shall be paid by the City upon Contractor's delivering or otherwise making available to the City all documents, equipment, property and such other information or materials as may have been accumulated by Contractor in performing the services included in this agreement, whether completed or in progress.

Section 3. Payment for Services

- A. *Base Payment.* The City agrees to pay Contractor for her services rendered pursuant to this Agreement in the amount of \$24,000. Payments will be made in monthly installments of \$2,000, payable in advance.
- B. *Incentive Payment.* Contractor shall also receive an incentive payment for increasing the funding sources for operation and maintenance of the Mansion. The incentive payment shall be in the amount of 20% of all new funding sources generated by the Contractor, in excess of \$34,000. The amount of any incentive payment earned by the Contractor will be calculated following the completion of each year of service under this contract.

Funding Sources are defined as:

1. Net profit from: rental of the Mansion grounds, tours and admissions, store sales, events hosted by the City, and events hosted by the Friends of the Governor Warner Mansion coordinated by the Contractor;
2. Donations to the Mansion identified and obtained by the Contractor. Donations not resulting from the direct work done by the Contractor are excluded;
3. Grants, with the prior written approval of the City Clerk;
4. Other sources of revenue with the prior written approval of the City Clerk.

Contractor shall keep a written log of funding sources generated by the Contractor for the Mansion.

Section 4. Independent Contractor

- A. In the performance of this Contract, the relationship of Contractor to the City shall be that of an independent contractor and not that of an employee or agent of City. Contractor is and shall perform under this Contract as an independent contractor, and no liability or responsibility shall arise or accrue to either party as a result of the performance of this Contract with respect to benefits of any kind, including without limitation medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship.
- B. Contractor, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the City or to make any representations to third parties that are binding upon the City with respect to the Mansion. This general limitation notwithstanding, however, and consistent with the requirements of Exhibit A, contractor may enter into agreements, in an amount of \$6,000.00 or less, related to:
- coordination and scheduling of all events, programs, and rentals held at the Mansion in accordance with city policies and standard contractual agreements;
 - purchasing of all supplies and products, cleaning products and equipment, office supplies, operating supplies, and other miscellaneous items in accordance with city purchasing policies and procedures;

- C. Except as may be specifically stated and agreed to in Exhibit A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the City in advance.

Section 5. Performance Evaluation

City shall conduct an annual performance review of Contractor, on a date to be set by the City and pursuant to the evaluation criteria set forth in the Scope of Services attached as Exhibit A hereto.

Section 6. Hours of Work,

The Contractor shall work all hours reasonably necessary to manage the Mansion operation in accordance with the activities described in the Scope of Work attached as Exhibit A hereto. The Contractor may from time to time utilize the services of volunteer assistants as appropriate to a given task; however, Contractor shall attend all events, presentations, or performances scheduled at the Mansion during the term of the Contract, unless otherwise approved by the City Clerk on an event-by-event basis.

Section 7. Insurance and Indemnification

The City agrees to defend, pay on behalf of, indemnify, and hold harmless Contractor for any and all claims, demands, suits or losses which may be asserted or claimed against her while acting only within the Scope of Work as set forth herein, including any Work performed on behalf of the Friends of the Governor Warner Mansion. This obligation does not apply to any other work or job performed by Contractor for any other governmental entity, corporation, partnership, business venture, or self-employment opportunity.

Section 8. Other Terms and Conditions

- A. Contractor acknowledges that the Governor Warner Mansion is a publicly-owned facility and that the presentations, programs, rentals, and events conducted or presented at or by the Mansion shall be in accordance with the community standards of the City in the City's discretion. Contractor shall give reasonable notice to the City Clerk of all programs, rentals, and events proposed to be conducted or presented before approving or authorizing same.
- B. Contractor acknowledges that all rentals and uses of the Governor Warner Mansion shall comply with the Farmington Zoning Ordinance and applicable code and ordinance provisions.
- C. The City, in consultation with the Contractor, shall fix any such other terms and conditions of service, as it may determine from time to time related to the performance of Contractor, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or the Scope of Services set forth in the Agreement.

Section 9. Notices

Notices pursuant to this Agreement shall be given by first-class mailing with the United States Postal Service, postage prepaid, addressed as follows:

- (1) City Clerk, 23600 Liberty Street, Farmington, MI 48335; and
- (2) Kimberly Shay, 21110 Goldsmith, Farmington Hills, MI 48335.

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

Section 10. General Provisions

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

with the written permission of the City or, as applicable, any subsidiary or affiliate of the City.

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

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

IN WITNESS WHEREOF, the City of Farmington has caused this Agreement to be signed and executed on its behalf by the City Clerk, and Contractor has signed and executed this Agreement, on the day and year first above written. THE CITY OF FARMINGTON, a Michigan Municipal Corporation

By: David Murphy
Its: City Manager

CONTRACTOR

Kimberly Shay

EXHIBIT A SCOPE OF SERVICES

All aspects of the day-to-day operation of the Governor Warner Mansion. The duties and responsibilities shall include, but not limited to, the following:

- Prepare objectives at the beginning of each year with a goal of generating increased funding for the operation and maintenance of the Mansion, including the identification of and proposal to seek new funding sources including, but not limited to grants, donations and sponsorships, and, coordinating new performances, presentations, rentals and events at the Mansion.
- Investigation and follow-up on opportunities to operate the Mansion on a more efficient and cost effective basis by seeking reduced costs for service providers, suppliers, and contractors.
- Training, supervising, and scheduling all volunteers associated with the operation of the Mansion in accordance with City personnel policies and procedures;
- Coordination and scheduling of all events, programs, rentals and presentations held at the Mansion in accordance with city policies and standard contractual agreements;
- Purchasing of all supplies and products required for events, cleaning products and equipment, office supplies, operating supplies, and other miscellaneous items in accordance with city purchasing policies and procedures;
- Maintenance of appropriate paperwork and databases associated with the attendees of events, vendors, sponsorships, volunteer hours, issuance of donation receipts as appropriate, and delivery of collected fees to the City Treasurer's Office on a regular basis;
- Cleaning of facility at the conclusion of presentations , programs, events, and rentals for that day, or as needed during operations;
- When food is served, ensure service meets Department of Public Health standards;
- Coordinate with City officials regarding major repairs and maintenance with the Mansion, such as: electrical, plumbing, air conditioning, heating, roof repairs, pest control, deficiencies with flooring and seating, and structural problems with exterior of building and property;
- Ensure that the Mansion and grounds are safe and accessible as necessary for events and follow a routine maintenance schedule;
- Coordinate with the City Treasurer's office any property or liability claims submitted against the Mansion; follow all accounting procedures and policies established by the Farmington Treasurer's Department regarding receipting, collection, and deposit of all revenues generated by the operation of the Mansion;

- Coordinate with the City Clerk and other designated City officials regarding goods and services exceeding \$1,000 in cost;
- Assist in developing the annual operating budget and monitoring its activity;
- All Mansion marketing and promotional materials shall be consistent with the City logo, tag lines, or shall be pre-approved by the City Clerk prior to use;
- Market and promote presentations, rentals, activities, and events at the Mansion;
- Maintain up-to-date Mansion presence on the Internet.
- Manage Mansion Assets: Collecting, documentation and preservation;
- Coordinate events with the Friends of the Governor Warner Mansion.
- Report directly to the City of Farmington, City Clerk.

Farmington City Council Staff Report	Council Meeting Date:	Reference Number 7D
Submitted by:		
Description Consideration to approve Termination of City Drainage and Utilities Easements for Third Street and Cass Street, relating to the Maxfield Training Center property.		
Requested Action Move to approve Termination of City Drainage and Utilities Easements, subject to final review and approval as to form by the City Manager and City Attorney.		
<p>Background When the City vacated the two “paper” streets that underlie the Maxfield Training Center building, in anticipation of redevelopment, as allowed under the Land Division Act the City retained drainage and utility easements over the area vacated. The City was not obligated to retain those easements, but did so not knowing what the likely future development of the property would be.</p> <p>The School District has now entered into a Purchase Agreement for the sale of the property to a developer. Based upon the information the City has received in connection with that proposal, and staff’s review of drainage and utility issues, it does not appear that the City needs to retain drainage and utility rights for these areas. The School District has asked the City to terminate the easements.</p> <p>Attached is a document that simply recites the fact that the City retained the easement in connection with the street vacation, and that the City has now determined to release or terminate the easement as unnecessary.</p>		
Agenda Review		
Department Head	Finance/Treasurer	City Attorney
		City Manager

TERMINATION OF CITY DRAINAGE AND UTILITY EASEMENTS

This TERMINATION OF CITY DRAINAGE AND UTILITY EASEMENTS is effectuated by the City of Farmington, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, Michigan 48335 (“City”), and Farmington Public Schools, a Michigan public school corporation, whose address is 32500 Shiawassee Street, Farmington, Michigan 48336 (“Schools”).

1. The City is the owner of an easement for construction, maintenance, repair, use and replacement of drainage and utility improvements in, over, upon, and through unimproved Third Street, east of Warner Street (the “Third Street Easement”), and unimproved Cass Street, west and north of Thomas Street (the “Cass Street Easement”), recorded in Liber 48883, Page 205, Oakland County Records, and as depicted by shaded areas on Exhibit A. The easement was reserved, pursuant to applicable statute, in a resolution vacating Third Street and Cass Street in the area of the District’s property abutting such streets.
2. The District filed an action to amend the Plat of Davis Addition to the Village of Farmington to vacate unimproved Third Street and unimproved Cass Street. The City did not oppose the relief requested.
3. Effective as of the date of the date shown below, City desires to terminate its interest in the Third Street Easement and Cass Street Easement and forever release any interest in, claim to, the land described as unimproved Third Street and unimproved Cass Street.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, on behalf of itself and any successors or assigns, hereby terminates the Third Street Easement and Cass Street Easements and forever releases any interest in, or claim to, the land described as unimproved Third Street and unimproved Cass Street.

The termination and release of the City's interest in the real property described herein is exempt from county and state transfer tax under MCL 207.505(a) and MCL 207.526(a) because the value of the consideration is less than \$100.

IN WITNESS WHEREOF, this Termination of City Utility Easement is executed as of February __, 2017.

City of Farmington,
a Michigan municipal corporation

By: _____
Print Name:

Title: _____

STATE OF MICHIGAN }
 }
COUNTY OF OAKLAND }

Acknowledged before me in Oakland County, State of Michigan, this ___ day of February, 2017 by [name], [title], on behalf of City of Farmington, a municipal corporation.

Notary Signature
Name:
Notary Public, _____
Acting in _____
My commission expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

Farmington Public Schools,
a public school corporation

By: _____

Name:

Title:

STATE OF MICHIGAN }
 }
COUNTY OF OAKLAND }

Acknowledged before me in Oakland County, State of Michigan, this ____ day of February, 2017
by[name], [title], on behalf of Farmington Public Schools,, a public school corporation.

Notary Signature

Name:

Notary Public, _____

Acting in _____

My commission expires: _____

Drafted by:
Emily C. Palacios
Miller, Canfield, Paddock and Stone, P.L.C.
101 North Main Street, 7th Floor
Ann Arbor, Michigan 48104
(734) 663-2445

After Recording, Return to:

Recording Fee: \$_____.

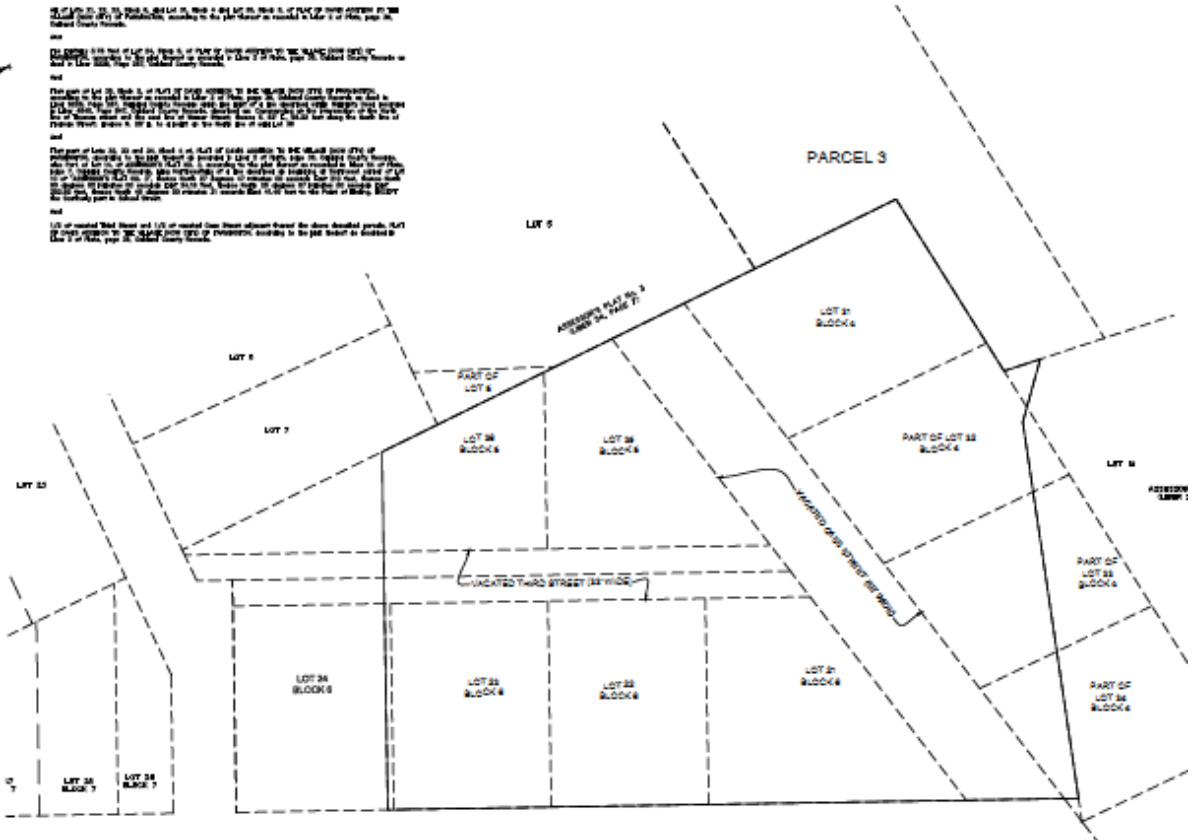
EXHIBIT A

LEGAL DESCRIPTION

Unimproved Third Street and unimproved Cass Street, Davis Addition to Plat of Village of Farmington, L. 2, P. 36.



BRIEF DESCRIPTION OF PROPOSED PUBLIC SCHOOL PROPERTY:
 1/2 of Lot 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



Farmington City Council Agenda Item	Council Meeting Date: 2-21-17	Item Number 7G	
Submitted by: City Manager			
Agenda Topic Agreement with County to use Tri-Party Program Funding			
Proposed Motion: Give authorization for Manager to sign agreement with Oakland County to use Tri-Party Program Funding for the Rapid Flashing Beacon at Farmington Road and State Street.			
Background: When we decided to move forward with the Rapid Flashing Beacon for Farmington Road at State Street, we asked City Council if we could utilize Tri-Party Program Funding. The Tri-Party Program is funding that is made up of 1/3 RCOC, 1/3 Oakland County and 1/3 coming from the local community. These funds can only be used for county road related projects. The County has approved the use of the money for the Rapid Flashing Beacon and they have sent over two contracts to be executed by the city. I am asking for Council approval to sign the contracts and send back to the County.			
Materials Attached: Memo from Attorney Shultz and Agreement from Oakland County.			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Thomas R. Schultz
tschultz@jrsjlaw.com

www.jrsjlaw.com

February 17, 2017

David Murphy, City Manager
City of Farmington
23600 Liberty Street
Farmington MI 48335

Re: Cost Participation Agreement – Rapid Flashing Beacon, Farmington Road at State Street

Dear Mr. Murphy:

We have received and reviewed the Cost Participation Agreement prepared by the Board of County Road Commissioners (Board) for the cost of installation of a rapid flashing beacon on Farmington Road at State Street. The cost of the work will be shared by the Board, Oakland County, and the City. The enclosed Cost Participation provides for the assignment of Farmington's Tri-Party funds for 2016 and 2017, in the amount of \$14,489.

As set forth in Exhibit A, the total expected Tri-Party funds to be contributed to the project are expected to be \$43,467, split evenly three ways. Any excess amounts will be paid by the City if no additional Tri-Party Program funds are available.

The Agreement is provided for the limited purpose of setting forth how the project costs will be divided between the named parties. The Board will contract separately for completion of the preliminary engineering and will be reimbursed by the City and Oakland County for their proportionate share of the costs.

Based on the limited purpose and scope of the contract, we see no legal impediment to entering into the Agreement with the Board.

If you have any questions regarding the above, please do not hesitate to contact me.

Sincerely yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Thomas R. Schultz

TRS:jah
Enclosure

cc: Sue Halberstadt, City Clerk
Chuck Eudy, Director of Public Services

COST PARTICIPATION AGREEMENT

CONSTRUCTION

Farmington Road

At State Street

City of Farmington

Board Project No. 53641

This Agreement, made and entered into this _____ day of _____, 2016, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Farmington, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY have programmed the installation of a pedestrian Rapid Flashing Beacon on Farmington Road at State Street, described in Exhibit "A", attached hereto and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$43,467; and

WHEREAS, said PROJECT involves certain designated and approved Tri-Party Program funding in the amount of \$43,467, which amount shall be paid through equal contributions by the BOARD, the COMMUNITY, and the Oakland County Board of Commissioners, hereinafter referred to as the COUNTY; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between the COMMUNITY and the BOARD that:

1. The COMMUNITY shall forthwith undertake and complete the PROJECT, as above described, under Road Commission for Oakland County permit; and shall perform or cause to be performed all preliminary engineering services and administration in reference thereto.
2. The actual total cost of the PROJECT shall include total payments to the contractor.
3. The COMMUNITY shall comply with the provisions as set forth in Exhibit "B" attached hereto.
4. The COMMUNITY shall comply with the liability and insurance requirements as set forth in Exhibit "C" attached hereto.
5. The estimated total PROJECT cost of \$43,467 shall be funded in the following order:
 - a. Tri-Party Program in the amount of \$43,467.
 - b. The COMMUNITY agrees that any PROJECT costs above the Tri-Party Program funding of \$43,467 will be funded first with any available Tri-Party Program funds. If no Tri-Party Program funds are available, any PROJECT costs above \$43,467 will be funded 100% by the COMMUNITY.
6. Upon execution of this agreement, the COMMUNITY shall submit two invoices to the BOARD:
 - a. The first invoice shall be payable by the BOARD in the amount of \$14,489 (being 100% of the BOARD's Tri-Party contribution).
 - b. The second invoice shall be payable by the COUNTY in the amount of \$14,489 (being 100% of the COUNTY'S Tri-Party contribution).

- c. The invoices shall be sent to:

Ms. Julie Enders, Engineering Aide
Road Commission for Oakland County
31001 Lahser Road
Beverly Hills, MI 48025

- 7. Within 90 days of completion of the PROJECT, the COMMUNITY shall submit to the BOARD the following:
 - a. A cover letter originated by the COMMUNITY certifying that the PROJECT is now complete.
 - b. A copy of the FINAL payment estimate paid to the contractor.
 - c. One copy of the complete set of the as-built construction plans containing the adjusted quantities of the PROJECT.

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

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

By _____

Its _____

CITY OF FARMINGTON

By _____

Its _____

EXHIBIT A
TRI-PARTY PROGRAM
 Farmington Road
 At State Street
 City of Farmington
 Board Project No. 53641

Installation of a pedestrian Rapid Flashing Beacon on Farmington Road at State Street.

ESTIMATED PROJECT COST

Contractor Payments	<u>\$43,467</u>
Total Estimated Project Cost	<u>\$43,467</u>

COST PARTICIPATION BREAKDOWN

	COMMUNITY	COUNTY	BOARD	TOTAL
FY2016 Tri-Party Program	\$7,327	\$7,327	\$7,327	\$21,981
FY2017 Tri-Party Program	\$7,162	\$7,162	\$7,162	\$21,486
Contribution	\$0	\$0	\$0	\$0
TOTAL SHARES	\$14,489	\$14,489	\$14,489	\$43,467

Exhibit B PROVISIONS

Bidding: The COMMUNITY shall select the contractor for its share of the work, on a competitive basis by advertising for sealed bids in accordance with its established practices.

Bonds – Insurance: The COMMUNITY shall require the contractor provide payment and performance bonds for the PROJECT; said bonds to be in compliance with the provisions of 1963 PA 213 as amended, compiled at MCL 129.201, et seq.

Further, the COMMUNITY shall require the contractor to provide insurance naming the Road Commission for Oakland County as additional named insured's. Coverage's shall be substantial as set forth in Exhibit "C", attached hereto.

Records: The parties shall keep records of their expenses regarding the PROJECT in accordance with generally accepted accounting procedures, and shall make said records available to the other during business hours upon request giving reasonable notice. Such records shall be kept for three (3) years from final payment.

Final costs shall be allocated after audit of the records and adjustments in payments shall be invoiced and paid within thirty (30) days thereafter.

EEO: The COMMUNITY shall require its contractor to specifically agree that it will comply with any and all applicable State, Federal, and Local statutes ordinances, and regulations, and with RCOC regulations during performance of the SERVICES and will require compliance of all subcontractors and subconsultants.

In accordance with Michigan 1976 PA 453, the COMMUNITY hereto agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight or marital status. Further, in accordance with Michigan 1976 PA No. 220, as amended, the parties hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The COMMUNITY further agrees that it will require all subconsultants and subcontractors for this PROJECT comply with this provision.

Governmental Function, Scope: It is declared that the work performed under this AGREEMENT is a governmental function. It is the intention of the parties hereto that this AGREEMENT shall not be construed to waive the defense of governmental immunity held by the RCOC, and the COMMUNITY.

Third Parties: This AGREEMENT is not for the benefit of any third party.

**EXHIBIT C
LIABILITY AND INSURANCE REQUIREMENTS**

Hold Harmless Agreement: The Contractor shall hold harmless, represent, defend and indemnify the Board of County Road Commissioners of Oakland County, the Road Commission for Oakland County, its officers and employees; the County of Oakland; the Water Resources Drain Commissioner and relevant drainage district(s), if applicable; the Michigan State Transportation Commission; the Michigan Department of Transportation; and the local unit(s) of government, within which the Project is located against all claims for damages to public or private property, for injuries to persons, or for other claims arising out of the performance or non-performance of the contracted work, whether during the progress or after the completion thereof.

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

- a. Workmen's Compensation Insurance: To provide protection for the Contractor's employees, to the statutory limits of the State of Michigan and \$500,000 employer's liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's disability compensation coverage established by law.
- b. Bodily Injury and Property Damage Other than Automobile: To afford protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

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

Property Damage Liability:
 Each Occurrence: \$250,000
 Aggregate: \$250,000

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion,

excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverage.

2. Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability).

The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability	or	Single Limit: Bodily Injury and Property Damage Liability
Each Person	\$500,000	Each Occurrence: \$2,000,000
Each Occurrence	\$1,000,000	

Property Damage Liability:
Each Occurrence: \$1,000,000

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The Contractor may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The Contractor shall provide for and on behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner’s Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the Contractor’s Public Liability Insurance.
- e. Notice – The Contractor shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the Contractor cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports – The Contractor or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.

Farmington City Council Agenda Item	Council Meeting Date: February 21, 2017	Item Number 7F	
Submitted by: Kevin Christiansen, Economic & Community Development Director			
<u>Agenda Topic</u> Request for Lot Split – Margaret Blumberg, 23936 Pickett Avenue			
<u>Proposed Motion</u> Approve Lot Split Request of Margaret Blumberg, 23936 Pickett Avenue			
<u>Background</u> City Administration received an application from the property owner at 23936 Pickett Avenue to split the existing parcel in order to sell it to the neighbor adjacent to the rear of the property, 34021 Grand River Avenue. The parcel is zoned R1, Single-Family Residential. The lot split request has been reviewed by City Administration and it has been determined that it will not create any non-conformity issues as it pertains to the City Code. The Planning Commission reviewed and discussed this item at the January 9, 2017 meeting, and recommends approval of the lot split to City Council.			
<u>Materials Attached</u> Application Survey Proposed Legal Descriptions Aerial Photo Plat January 9, 2017 Planning Commission Meeting Minutes			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager



City of Farmington
Civicsight Map

MAP LEGEND:

- CITY BOUNDARY
- RIVERS-STREAMS
- MULTITENANTBUILDING (Type)
- BUILT
- PROPOSED
- COMM_INDUST BLDGS
- RAPHAEL STREET(POLY)2
- RAPHAEL STREET(POLY)
- PARCELS
- ROADS OUTSIDE FARMINGTON
- RIGHTOFWAY
- MULTITENANTPAVING
- ROW/EXTEND
- LOT HISTORY
- OPEN WATER (FEATURETYPE)
- DetentionPond
- StreamRiver
- LakePond
- Channel
- SwampMarsh

2012 AERIAL PHOTOS (Image)

Map Scale: 1 inch = 47 feet

Map Date: 12/29/2016

Data Date: December 9, 2016

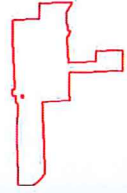
Sources: City of Farmington, Oakland County GIS Utility, River's Edge GIS, LLC.



Disclaimer:
Note: The information provided by this program has been compiled from various sources and is not guaranteed to be accurate. The data is not a legally recorded map of survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information. Once again, USE AT YOUR OWN RISK !!!



Reference Map



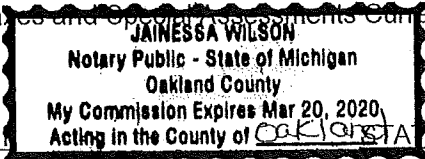


APPLICATION TO DIVIDE REAL PROPERTY INTO SEPARATE DESCRIPTIONS

PART I

GENERAL INFORMATION

Name of Petitioner: MARGARET BLUMBERG 48335
Address: 23936 PICKETT AVE. FARMINGTON, MI
Telephone: (Home) 517-294-8431 Office -
E-mail Address marg2800@gmail.com
Lot & Sub or Acreage Amount 3880 sq. ft of lot 22 of parcel # 23-28-204-039
Sidwell Number(s):
Number of Parcels to be Created: 2 Zoning District
Are Taxes and Special Assessments Current for All Properties Involved: Y/N



PART II

STATEMENT OF OWNERSHIP

Subscribed and sworn to before me on
This 6 Day of December, 20
Jainessa Wilson
Notary Public
Oakland County, Michigan
My Commission Expires 3/20/2020

I, MARGARET BLUMBERG
being the legal owner of the above described parcels,
request the division of said property per the attached
survey.
Margaret Blumberg 12-6-16
Margaret Blumberg 12-5-16
Signature of Owner Date

PART III

TAX BILLING INFORMATION

Please indicate Name and Address where the tax bills are to be sent for each new parcel created. Attach additional sheets if needed.

- 1. MARGARET BLUMBERG 23936 PICKETT AVE, FARMINGTON, MI 48335
2. JON & ANDREA SUTROEDER 34021 GRAND RIVER AVE FARMINGTON, MI 48335

Note: If mailing address is different than property address, list both.

Do not write below this line

Building Department

Date _____

Are sewers available at this location for each parcel of property? _____

Comments: _____

Signature _____

Planning Department Approval

All Divisions Meet Requirements of Ordinance Y/N _____
ZBA Approval Needed Y/N _____
Approval Needed Y/N _____
Wetland/Woodlands Presently Y/N _____

Comments: _____

Signature: _____

Assessors Office Approval

Name on Land File _____
Common Ownership on _____

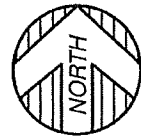
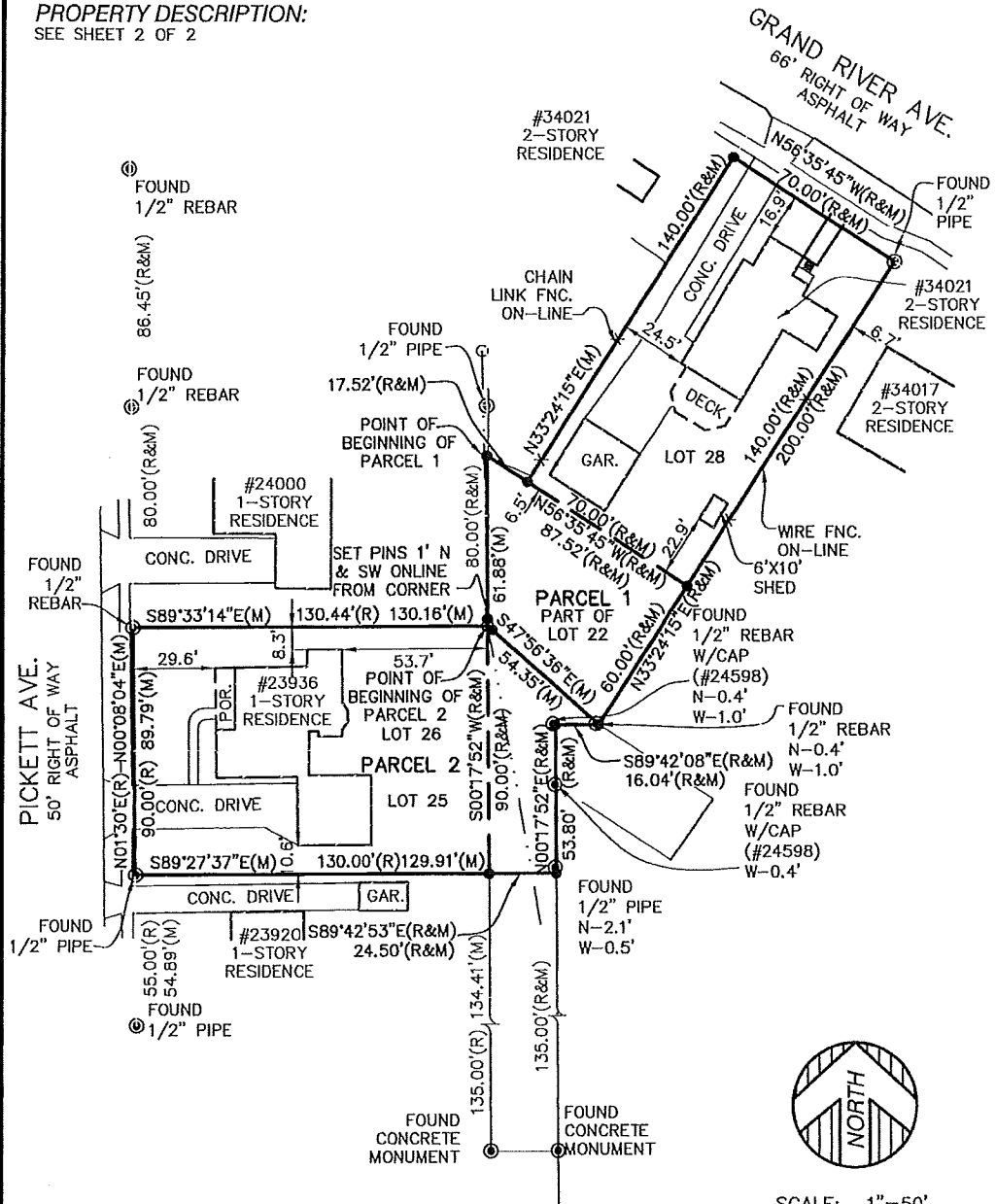
Land File Y/N _____
Division Approved Y/N _____
SAD Investigated Y/N _____
Delinquent Taxes Y/N _____
 Current Year Y/N _____
 Prior Years Y/N _____

Comments: _____

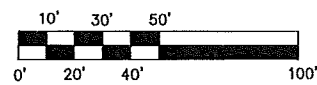
Signature: _____

CERTIFIED SPLIT SURVEY

PROPERTY DESCRIPTION:
SEE SHEET 2 OF 2



SCALE: 1"=50'



NOTES:

1. A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.
2. ALL PROPERTY SPLITS REQUIRE PRIOR CITY, TOWNSHIP, COUNTY, AND/OR STATE APPROVAL.

LEGEND

- SET 1/2" REBAR WITH CAP, #32341
- ⊙ FOUND MONUMENT (AS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN PLATTED AND DESCRIBED AND THAT THE RATIO OF CLOSURE MEETS THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970.



KEM-TEC & ASSOCIATES

22556 GRATIOT AVE. EASTPOINTE, MI 48021
PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS

(586)772-2222 * FAX (586)772-4048

CERTIFIED TO: ANDREA SCHROEDER	
FIELD SURVEY: TS MR	DATE: NOVEMBER 14, 2016
DRAWN BY: DLD	SHEET: 1 OF 2
SCALE: 1" = 50'	JOB NO.: 16-03852

THOMAS G. SMITH, P.S. NO. 32341

CERTIFIED SPLIT SURVEY

PROPERTY DESCRIPTION:

LAND SITUATED IN THE CITY OF FARMINGTON, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

ORIGINAL PARCEL 1:

LOT 28 OF THE ASSESSOR'S PLAT NO.4 SUBDIVISION, AS RECORDED IN LIBER 54A OF PLATS, PAGE 60, RECORDED IN OAKLAND COUNTY RECORDS.
AREA = ±9,800 SQUARE FEET = ±0.22 ACRES

ORIGINAL PARCEL 2:

LOTS 25 AND 26, OF THE PICKETT'S SUBDIVISION, AS RECORDED IN LIBER 26 OF PLATS, PAGE 11, RECORDED IN OAKLAND COUNTY RECORDS, ALSO PART OF LOT 22 OF THE ASSESSOR'S PLAT NO.4 SUBDIVISION, AS RECORDED IN LIBER 54A OF PLATS, PAGE 60, RECORDED IN OAKLAND COUNTY RECORDS, BEGINNING AT THE MOST NORTHERLY LOT CORNER, THENCE SOUTH 00 DEGREES 17 MINUTES 52 SECONDS WEST 151.88 FEET, THENCE SOUTH 89 DEGREES 42 MINUTES 53 SECONDS EAST 24.50 FEET, THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS EAST 53.80 FEET, THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS EAST 16.04 FEET, THENCE NORTH 33 DEGREES 24 MINUTES 15 SECONDS EAST 60.00 FEET, THENCE NORTH 56 DEGREES 35 MINUTES 45 SECONDS WEST 87.52 FEET TO THE POINT OF BEGINNING.
AREA = ±17,614 SQUARE FEET = ±0.40 ACRES

REVISED PARCEL 1:

LOT 28 AND PART OF LOT 22 OF THE ASSESSOR'S PLAT NO.4 SUBDIVISION, AS RECORDED IN LIBER 54A OF PLATS, PAGE 60, RECORDED IN OAKLAND COUNTY RECORDS, DESCRIBED AS BEGINNING AT THE MOST NORTHERLY LOT CORNER OF SAID LOT 22; THENCE SOUTH 00 DEGREES 17 MINUTES 52 SECONDS WEST 61.88 FEET; THENCE SOUTH 47 DEGREES 56 MINUTES 36 SECONDS EAST 54.35 FEET; THENCE NORTH 33 DEGREES 24 MINUTES 15 SECONDS EAST 60.00 FEET; THENCE NORTH 56 DEGREES 35 MINUTES 45 SECONDS WEST 87.52 FEET TO THE POINT OF BEGINNING.
AREA = ±13,680 SQUARE FEET = ±0.31 ACRES

REVISED PARCEL 2:

LOTS 25 AND 26 OF THE PICKETT'S SUBDIVISION, AS RECORDED IN LIBER 26 OF PLATS, PAGE 11, RECORDED IN OAKLAND COUNTY RECORDS, ALSO PART OF LOT 22 OF THE ASSESSOR'S PLAT NO.4 SUBDIVISION, AS RECORDED IN LIBER 54A OF PLATS, PAGE 60, RECORDED IN OAKLAND COUNTY RECORDS, COMMENCING AT THE MOST NORTHERLY LOT CORNER OF SAID LOT 22 AND PROCEEDING THENCE SOUTH 00 DEGREES 17 MINUTES 52 SECONDS WEST 61.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 17 MINUTES 52 SECONDS WEST 90.00 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 53 SECONDS EAST 24.50 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS EAST 53.80 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS EAST 16.04 FEET; THENCE NORTH 47 DEGREES 56 MINUTES 36 SECONDS WEST 54.35 FEET TO THE POINT OF BEGINNING.
AREA = ±13,734 SQUARE FEET = ±0.31 ACRES

PARCEL TO BE CONVEYED:

PART OF LOT 22 OF THE ASSESSOR'S PLAT NO.4 SUBDIVISION, AS RECORDED IN LIBER 54A OF PLATS, PAGE 60, RECORDED IN OAKLAND COUNTY RECORDS, DESCRIBED AS BEGINNING AT THE MOST NORTHERLY LOT CORNER OF SAID LOT 22; THENCE SOUTH 00 DEGREES 17 MINUTES 52 SECONDS WEST 61.88 FEET; THENCE SOUTH 47 DEGREES 56 MINUTES 36 SECONDS EAST 54.35 FEET; THENCE NORTH 33 DEGREES 24 MINUTES 15 SECONDS EAST 60.00 FEET; THENCE NORTH 56 DEGREES 35 MINUTES 45 SECONDS WEST 87.52 FEET TO THE POINT OF BEGINNING.
AREA = ±3,880 SQUARE FEET = ±0.09 ACRES

NOTES:

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2. ALL PROPERTY SPLITS REQUIRE PRIOR CITY, TOWNSHIP, COUNTY, AND/OR STATE APPROVAL.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN PLATTED AND DESCRIBED AND THAT THE RATIO OF CLOSURE MEETS THE REQUIREMENTS OF PUBLIC ACT 132 OF 1970.

THOMAS G. SMITH., P.S. NO. 32341

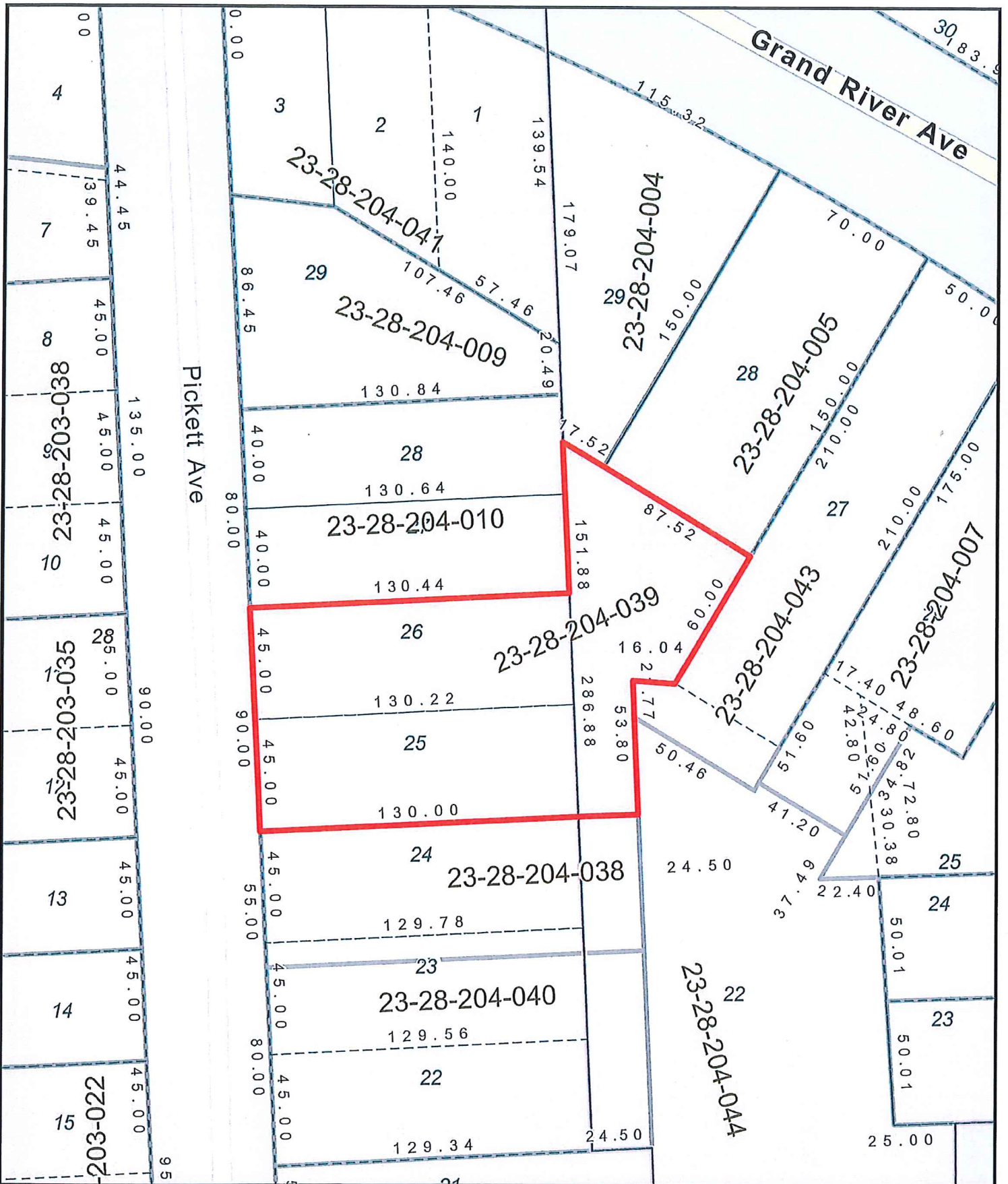


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CERTIFIED TO: ANDREA SCHROEDER	
FIELD SURVEY: TS MR	DATE: NOVEMBER 14, 2016
DRAWN BY: DLD	SHEET: 2 OF 2
SCALE: N/A	JOB NO.: 16-03852

23936 Pickett Avenue



Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.

OAKLAND COUNTY
 ECONOMIC DEVELOPMENT & COMMUNITY AFFAIRS
 L. Brooks Patterson
 Oakland County Executive

Date Created: 12/29/2016

 1 inch = 50 feet

He talked about the 2013 Vision Plan which identified four focus areas for redevelopment, those being the Grand River/Halstead Plaza, the Downtown Farmington Center, the Maxfield Training Center and the Orchard Lake focus area which includes Farmington Plaza and the Winery and other properties in that area. In looking at the Vision Plan today, each one of those areas have been undergoing redevelopment so it was used as a guide to lay out areas with concepts for potential plans.

He indicated that same tool will be used with the 2016 Downtown Master Plan to identify areas with concepts for potential redevelopment and pointed out the six concept areas included in the plan.

Crutcher confirmed the action required by the Planning Commission for this item.

MOTION by Buyers, supported by Chiara, to move to adopt the Downtown Development Authority Master Plan 2016 as forwarded by the DDA and to consider adoption of the Downtown Development Authority Master Plan 2016 as part of the City of Farmington's Master Plan and Comprehensive Planning Program and forward it to the City Council for their review and consideration.

Motion carried, all ayes.

REQUEST FOR LOT SPLIT – MARGARET BLUMBERG, 23936 PICKETT AVENUE

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

Christiansen stated the City Administration received an application from the property owner at 23936 Pickett Avenue to split the existing parcel in order to sell it to the adjacent neighbor to the rear of the property at 34021 Grand River Avenue. The parcel is zoned R-1, single family residential, and that the lot split request has been reviewed by City Administration and it has been determined it will not create any nonconforming issues as it pertains to City of Farmington City Code and in light of that, City Administration is recommending approval of the lot split to City Council.

Christiansen went over the contents of the staff packet with the Commissioners.

Crutcher clarified that parcel one and two were the properties being split and Christiansen responded that the property owner along Pickett is looking to split a rear portion of their property to sell it to the adjacent property that has frontage along Grand River.

Christiansen went over the plat history of the property at 23936 Pickett and further discussion was held. He then stated in summary what is being asked is to make an adjustment to Lots 25 and 26, to take a piece of property that is not being utilized by the owner, and add it to Lot 28 of Assessor's Plat 4 to the property on 34021 Grand River where it will be better used and that no nonconformity will occur because of this action.

Chiara asked if the Planning Commission would be required to approve the lot combination.

Christiansen responded that the action required by the Planning Commission would be to approve the lot split and move it forward to the City Council.

Chiara then inquired if the property owner of 34021 Grand River wanted to build anything on their lot if it would come before the Planning Commission for approval and Christiansen stated that they have not expressed an interest at this time but if so it would require review and approval from the Historical Commission as it relates to new structures and then come before the Planning Commission for their review.

Buyers confirmed that the lot split would result in an enlargement of the Historical District as the new parcel is located within that district and Christiansen responded in the affirmative.

Buyers commended Christiansen on his excellent presentation of the agenda item and stated that it cleared up any questions he had coming into the meeting.

Crutcher confirmed the action required by the Planning Commission.

MOTION by Chiara, seconded by Buyers, to move to approve the lot split for 23936 Pickett Avenue and move it forward to the City Council for their review.
Motion carried, all ayes.

ELECTION OF OFFICERS

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

Director Christiansen stated that on an annual basis the Planning Commission is asked to elect officers for the current year. At present he indicated Ken Crutcher serves as Chairperson of the Commission, with Ken Chiara as Vice Chairperson and Paul Buyers as Secretary and stated the responsibilities of each position. He then stated there was a quorum present to carry out the election at the meeting.

Farmington City Council Agenda Item	Council Meeting Date: February 21, 2017	Item Number 7G	
Submitted by: Frank Demers, Public Safety Director			
<u>Agenda Topic</u> Resolution to Approve the 2017 Subrecipient Agreement between the Oakland County Narcotics Enforcement Team (NET) and the City of Farmington for grant funded overtime reimbursement			
<u>Proposed Motion</u> Approve Resolution to execute the 2017 Subrecipient Agreement between the Oakland County Narcotics Enforcement Team (NET) and the City of Farmington for grant funded overtime reimbursement			
<u>Background</u> <p>The Farmington Public Safety Department is committed to apprehending and convicting those involved in the use, sale and distribution of illegal drugs and narcotics in the community. To that end, the department has partnered with the Oakland County Narcotics Team (NET) by assigning one (1) officer to the team.</p> <p>NET is comprised of law enforcement officers from agencies throughout Oakland County who investigate drug trafficking throughout the county and Southeastern Michigan with the purpose of detecting and apprehending individuals who violate narcotic and drug laws.</p> <p>NET receives annual grant funding from the High Intensity Drug Trafficking Area (HIDTA), a subsidiary of the United States Office of Drug Control Policy. The grant funds are used to reimburse municipalities for overtime costs accrued by task force officers assigned to NET.</p> <p>Council approval of the subrecipient agreement is necessary in order to facilitate the grant funding process.</p>			
<u>Materials Attached</u>			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

**PROGRAM YEAR 2017
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
SUBRECIPIENT AGREEMENT BETWEEN
THE COUNTY OF OAKLAND AND CITY OF FARMINGTON
Data Universal Numbering System (DUNS) #: 144540692**

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Farmington, 23600 Liberty St, Farmington, MI 48335, a Michigan Municipal Corporation ("Municipality").

PURPOSE OF AGREEMENT.

The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("O.C.S.O.").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County, as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal (Exhibit A) to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy ("ONDCP") to grant N.E.T. an award of \$140,000.00 for program year (PY) 2017 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime costs. PY 2017 begins January 1, 2017 and ends December 31, 2017.

If ONDCP grants N.E.T. an award for PY 2017, the ONDCP disburses the HIDTA grant funds ("Grant funds") to the Michigan State Police (MSP). To receive the Grant funds, N.E.T. must submit requests for reimbursement with the required supporting documentation to Michigan HIDTA. If Michigan HIDTA approves the N.E.T. overtime reimbursement requests, the MSP should distribute the Grant funds to County on behalf of N.E.T. The County has the authority to allocate a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this Agreement.

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

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
 - 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are

2017 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF FARMINGTON

imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.

1.2. **Grant funds** mean the funds that may be awarded to the County and the other participating agencies in N.E.T. pursuant to Michigan HIDTA Initiative Description and Budget Proposal Version 2017 (Exhibit A) submitted to Michigan HIDTA by County on behalf of itself and the other participating agencies in N.E.T.

2. **EXHIBITS**. The Exhibits listed below are incorporated and are part of this Agreement.

2.1. **Exhibit A** – Michigan HIDTA Initiative Description and Budget Proposal Version 2017.

2.2. **Exhibit B** - Template Request for HIDTA Overtime Reimbursement (Locals to County).

2.3. **Exhibit C** – Sample letter regarding notification of current overtime pay rate.

2.4. **Exhibit D** – Sample overtime slip, signed by the officer's supervisor that supports each Request for HIDTA Overtime Reimbursement.

2.5. **Exhibit E** – Sample paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement.

3. **FEDERAL AWARD PROJECT DESCRIPTION**.

3.1. Catalog of Federal Domestic Assistance (“CFDA”) #: 95.001

3.2. Federal Awarding Agency: United States Office of National Drug Control Policy (“ONDCP”)

3.3. Program: High Intensity Drug Trafficking Areas (HIDTA)

3.3.1. HIDTA Objective: To reduce drug trafficking and drug production in the United States by: (A) facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities; (B) enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies; (C) providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and (D) supporting coordinated law enforcement strategies which maximize use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.

3.4. Period of Performance: January 1, 2017 through December 31, 2017.

4. **USE OF HIDTA FUNDS**.

4.1. The total amount of the federal award committed to the Municipality and obligated by this action by the County to the Municipality is **\$4,333.00**. Such commitment and obligation is contingent upon the ONDCP awarding the grant funds to N.E.T and the MSP reimbursing the County.

- 4.2. The County will reimburse the Municipality, up to **\$4,333.00** total, for qualifying N.E.T.-related overtime. Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 5.1. Such reimbursement is contingent upon the ONDCP awarding the grant funds to N.E.T and the MSP reimbursing the County.
 - 4.2.1. HIDTA funds shall be used to pay overtime only if the overtime was performed in support of a HIDTA-designated Enforcement initiative or Intelligence and information Sharing Initiative. HIDTA funds shall not be used to pay overtime related to training attendance, financial management, drug treatment, drug demand reduction or prevention, or non-investigative related administrative work.
 - 4.2.2. No HIDTA funds shall be used to supplant the Municipality's funds that would otherwise be made available for the same purposes.
- 4.3. There is no research and development performed pursuant to this Agreement.
- 4.4. No indirect costs shall be charged or reimbursed under performance of this Agreement.

5. REIMBURSEMENT OF ELIGIBLE NET OVERTIME.

- 5.1. To request reimbursement, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2017 has expired. If the County, in its sole discretion, determines that the documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.
 - 5.1.1. A fully completed and signed Request for HIDTA Overtime Reimbursement attached as Exhibit B.
 - 5.1.2. A letter substantively similar to the sample letter regarding notification of current overtime pay rate attached as Exhibit C.
 - 5.1.3. Overtime slips, signed by the officer's supervisor, that support each Request for HIDTA Overtime Reimbursement. The overtime slips shall be substantively similar to the sample overtime slip attached as Exhibit D.
 - 5.1.4. The paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement. The paystub or payroll report shall be substantively similar to the sample paystub attached as Exhibit E.
- 5.2. County will only reimburse Municipality for approved overtime costs after County has received the Grant funds from MSP for that particular reimbursement request.

6. GENERAL COMPLIANCE.

- 6.1. The Municipality shall comply with to 28 C.F.R. Part 69 (New Restrictions on Lobbying) and 2 C.F.R. Part 25 (Universal Identifier and System of Award Management).
- 6.2. The Municipality shall comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

2017 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
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- 6.3. The Municipality shall perform all activities in accordance with The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the “Part 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
- 6.4. The Municipality shall comply with ONDCP’s HIDTA Program Policy and Budget Guidance, all other applicable Federal, state, and local laws and regulations, and the terms and conditions contained in this Agreement.
- 6.5. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:
 - 6.5.1. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - 6.5.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
 - 6.5.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
 - 6.5.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - 6.5.5. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the Municipality designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

7. FINANCIAL ACCOUNTABILITY AND AUDIT REQUIREMENTS.

- 7.1. The Municipality shall maintain standards of financial accountability that conform to 2 C.F.R. §200.302 (Financial Management) and 2 C.F.R. §200.303 (Internal Controls).
- 7.2. The Municipality shall comply with audit requirements contained in 2 C.F.R. Subpart F which requires the Municipality to have an annual audit conducted within nine (9) months of the end of their fiscal year, if the Municipality has an aggregate expenditure of more than \$750,000 in federal funds in a fiscal year. Any deficiencies noted in audit reports must be fully cleared by the Municipality within thirty (30) days after receipt of same. The County shall have the right to review and audit all records of the Municipality pertaining to any payment by the County.

8. CONFLICT OF INTEREST.

- 8.1. The Municipality shall comply with the following ONDCP conflict of interest policies:

2017 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF FARMINGTON

- 8.1.1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- 8.1.2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- 8.1.3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

9. MANDATORY DISCLOSURE.

- 9.1. As a non-Federal entity, the Municipality must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII “Award Term and Condition for Recipient Integrity and Performance Matters,” are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 “Remedies for Noncompliance”.

10. RECORD RETENTION.

- 10.1. The Municipality shall comply with the record retention provisions of 2 C.F.R. 200.333 (Retention requirements for records).
- 10.2. The Municipality should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance with 2 C.F.R. 200.335 (Methods for collection, transmission and storage of information).

11. ACCESS TO RECORDS.

- 11.1. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Municipal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents. The right of access to the Municipality's records is not limited to the required retention period but last as long as the records are retained.
- 11.2. The Municipality shall permit the County and auditors to have access to the Municipality's records and financial statements as necessary for the County to meet the requirements of 2 C.F.R. Part 200.

12. TERM.

- 12.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement shall end on December 31, 2017.

13. ASSURANCES.

- 13.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 13.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 13.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

14. TERMINATION OF AGREEMENT.

- 14.1. This Agreement may be terminated in whole or in part as follows:
 - 14.1.1. by the County, if the Municipality fails to comply with the terms and conditions of this Agreement;
 - 14.1.2. by the County for cause;
 - 14.1.3. by the County with the consent of the Municipality, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 14.1.4. by the Municipality upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the

purpose for which this Agreement was made, the County may terminate the Agreement in its entirety.

- 14.2. The County must provide to the Municipality a notice of termination. Written suspension or notice of termination will be sent to the Municipality's business address. If this Agreement is terminated or partially terminated, both the County and the Municipality remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

15. CLOSEOUT.

- 15.1. The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Municipality.
- 15.2. The Municipality shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

16. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES.

- 16.1. The closeout of this Agreement does not affect any of the following:
 - 16.1.1. The right of County to disallow costs and recover funds on the basis of a later audit or other review. The County must make any cost disallowance determination and notify the Municipality within the record retention period;
 - 16.1.2. The obligation of the Municipality to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
 - 16.1.3. Audit requirements in Subpart F—Audit Requirements of 2 C.F.R. Part 200.
 - 16.1.4. Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

17. REMEDIES FOR NONCOMPLIANCE.

- 17.1. If the Municipality fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:
 - 17.1.1. temporarily withhold cash payments pending correction of the deficiency by the Municipality or more severe enforcement action by the County;
 - 17.1.2. disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 17.1.3. wholly or partly suspend or terminate the Agreement;
 - 17.1.4. recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
 - 17.1.5. withhold further funds for the project or program;

17.1.6. take other remedies that may be legally available.

18. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
19. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
20. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
21. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
22. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
23. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
24. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
25. **CAPTIONS.** The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
26. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

- 26.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Business Manager, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.
- 26.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Farmington
- 26.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

27. CONTACT INFORMATION.

<p><u>County of Oakland</u> Lieutenant Brent Miles Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: milesbr@oakgov.com</p>	<p><u>City of Farmington</u></p>
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28. GOVERNING LAW. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, without regard to Michigan's conflict of laws provisions.

29. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

30. ENTIRE AGREEMENT. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Michael Gingell, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: _____
Michael Gingell, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Printed Name:
Title:

DATE: _____

IN WITNESS WHEREOF, _____, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Printed Name:
Title:

WITNESSED: _____ DATE: _____
Printed Name:
Title:

Farmington City Council Agenda Item	Council Meeting Date: February 21, 2017	Item Number 7H
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Submitted by: Frank Demers, Public Safety Director

Agenda Topic
Resolution to Approve the 2017 Michigan Department of Licensing and Regulatory Affairs Grant

Proposed Motion
Move to approve Resolution for the 2016 Michigan Department of Licensing and Regulatory Affairs Oversight Grant Subrecipient Agreement between the City of Farmington and Oakland County

Background
This agreement between Oakland County and the City of Farmington will allow grant funds to be used to reimburse our municipality for qualifying Oakland County Narcotics Enforcement Team (N.E.T) related overtime expenses that are incurred by the public safety officer assigned as a N.E.T task force officer.

These grant funds originate from the State of Michigan, Department of Licensing and Regulatory Affairs. The funds are collected from the registration and renewal fees of medical marihuana patients and caregivers. The Michigan Medical Marihuana Act requires that the fees collected under the Act must be used for the education, communication and enforcement of the Act.

Materials Attached

Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

**2017 MEDICAL MARIHUANA OPERATION AND OVERSIGHT GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF FARMINGTON**

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Farmington, 23600 Liberty St, Farmington, MI 48335, a Michigan Municipal Corporation ("Municipality").

PURPOSE OF AGREEMENT. The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("O.C.S.O.").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County has entered into a Grant agreement (Exhibit A) with the State of Michigan ("State") where the County is eligible to receive reimbursement for qualifying N.E.T.-related costs, including overtime.

The County intends to use a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this agreement.

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

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
 - 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
 - 1.2. **Grant** means the 2017 Medical Marihuana Operation and Oversight Grant for County Law Enforcement Offices, Grant #2017 MMOG-OAKLAND (Exhibit A).
2. **EXHIBITS.** The Exhibits listed below are incorporated and are part of this Agreement.
 - 2.1. **Exhibit A** – 2017 Medical Marihuana Operation and Oversight Grant for County Law Enforcement Offices, Grant #2017 MMOG-OAKLAND.
 - 2.2. **Exhibit B** – Request for MMOG Overtime Reimbursement (Locals to County).

- 2.3. **Exhibit C** – Sample Time Sheet.
- 2.4. **Exhibit D** – Sample Pay Stub/Payroll Report.

3. **COUNTY RESPONSIBILITIES.**

- 3.1. The County will reimburse the Municipality, up to **\$7,144.00** total, for qualifying N.E.T.-related overtime, as described in the Grant agreement (Exhibit A). Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 4.2. Such reimbursement is also contingent upon the State reimbursing the County under the Grant agreement (Exhibit A).

4. **MUNICIPALITY’S RESPONSIBILITIES.**

- 4.1. The Municipality will comply with all terms and conditions set forth in the Grant agreement (Exhibit A), including, but not limited to, the following certification:
 - a. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Municipality shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - c. The Municipality shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.
- 4.2. To request reimbursement, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than **September 8, 2017**. If the County, in its sole discretion, determines that the documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.
 - a. **A fully completed and signed “Request for MMOG Overtime Reimbursement (Locals to County)” (Exhibit B).**
 - b. **The overtime slips, signed by the officer’s supervisor, that support each “Request for MMOG Overtime Reimbursement (Locals to County)” (Exhibit C).**
 - c. **The payroll report, with rates specified, that support each “Request for MMOG Overtime Reimbursement (Locals to County)” (Exhibit D).**

4.3 If the State denies the County's request for reimbursement under the Grant agreement (Exhibit A) of any money that the County paid the Municipality under this Agreement, the Municipality will refund that money to the County within 45 days of receiving written notice from the County that the State denied reimbursement.

5. **TERM.**

5.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement and any amendments hereto shall end three (3) years from the date the Grant period is closed.

6. **ASSURANCES.**

6.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

6.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

6.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

7. **TERMINATION OF AGREEMENT.** Either Party may terminate this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination shall be clearly stated in the notice.

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

9. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

10. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

11. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

12. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

13. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this

Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

14. **SEVERABILITY**. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
15. **CAPTIONS**. The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
16. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 16.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Business Manager, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.
 - 16.2. If Notice is sent to the Political Subdivision, it shall be addressed to: **Chief of Police, City of Farmington Police Department, 23600 Liberty St, Farmington, MI 48335**
 - 16.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
17. **GOVERNING LAW**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
18. **AGREEMENT MODIFICATIONS OR AMENDMENTS**. Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.
19. **ENTIRE AGREEMENT**. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Michael Gingell, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Michael Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Printed Name:
Title:

IN WITNESS WHEREOF, _____, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Printed Name:
Title:

WITNESSED: _____ DATE: _____
Printed Name:
Title: