



**Regular City Council Meeting
7:00 PM, MONDAY, APRIL 15, 2013
City Council Chambers
23600 Liberty Street
Farmington, MI 48335**

REGULAR MEETING AGENDA

1. CALL TO ORDER

Roll Call

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

4. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. Minutes of the City Council - Special Study Session - Mar 18, 2013 6:00 PM**
- B. Minutes of the City Council - Regular - Mar 18, 2013 7:00 PM**
- C. Minutes of the City Council - Special Study Session - Apr 1, 2013 7:00 PM**
- D. Approve Farmington Monthly Payments Report, February 2013**
- E. Approve Farmington Public Safety Monthly Report, March 2013**
- F. Special Event Request - South Farmington Baseball League Parade**
- G. Special Event Request - Poppy Days**
- H. Special Event Request - Walk for Values**
- I. Consideration of Resolution Recognizing F/FH Education Foundation as a Non-Profit Organization Within the City of Farmington for Purposes of Receiving a Charitable Gaming License**

5. APPROVAL OF REGULAR AGENDA

6. PRESENTATION/PUBLIC HEARINGS

- A. Memorial Day Parade - Rocky Raczkowski, Parade Chairman**
- B. Botsford Hospital Community Health Needs Assessment - Dr. Paul LaCasse and Margo Gorchow**
- C. Special Event Request - Swinginfusion, LLC**
- D. Farmers Market**

7. UNFINISHED BUSINESS

8. NEW BUSINESS

A. Farmington Public Safety Joining Oakland County Tactical Training Consortium (OakTac)

B. Consideration to Amend Civic Theater General Manager Agreement

9. DEPARTMENT HEAD COMMENTS

1. Corridor Improvement Authority Update - Kevin Christiansen

10. COUNCIL COMMENT

11. ADJOURNMENT



Special Study Session City Council Meeting
6:00 PM, MONDAY, MARCH 18, 2013
Conference Room A
Farmington City Hall
23600 Liberty St
Farmington, MI 48335

DRAFT

SPECIAL STUDY SESSION MEETING MINUTES

A Special Study Session meeting of the Farmington City Council was held on March 18, 2013, in Conference Room A, 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 J.T. Buck.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
J.T. Buck	Mayor	Present	
Greg Cowley	Councilmember	Present	
William Galvin	Mayor Pro Tem	Present	
Kristin Kuiken	Councilmember	Present	
JoAnne McShane	Councilmember	Present	

City Administration Present

City Clerk Halberstadt
City Manager Pastue

2. APPROVAL OF AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Greg Cowley, Councilmember
SECONDER:	JoAnne McShane, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

3. BOARD AND COMMISSION INTERVIEWS

Council interviewed Jennifer Stacey and Janet Macdonald for openings on the Historical Commission; and Sean Murphy for an opening on the Downtown Development Authority Board.

4. PUBLIC COMMENT

No public comment was heard.

5. COUNCIL COMMENT

No Council Comment was heard.

Minutes Acceptance: Minutes of Mar 18, 2013 6:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

6. ADJOURNMENT

Motion to adjourn the meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Galvin, Mayor Pro Tem
SECONDER:	Greg Cowley, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

The meeting adjourned at 7:03 PM.

Mayor J.T. Buck

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Mar 18, 2013 6:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)



**Regular City Council Meeting
 7:00 PM, MONDAY, MARCH 18, 2013
 City Council Chambers
 23600 Liberty Street
 Farmington, MI 48335**

DRAFT

REGULAR MEETING MINUTES

A Regular meeting of the Farmington City Council was held on March 18, 2013, in City Council Chambers, 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 7:08 PM by Mayor J.T. Buck.

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
J.T. Buck	Mayor	Present	
Greg Cowley	Councilmember	Present	
William Galvin	Mayor Pro Tem	Present	
Kristin Kuiken	Councilmember	Present	
JoAnne McShane	Councilmember	Present	

City Administration Present

- Superintendent Eudy
- Director Christiansen
- City Clerk Halberstadt
- City Manager Pastue
- Attorney Schultz
- Director Schulz
- Treasurer Weber

2. PLEDGE OF ALLEGIANCE

Ed Cherkinsky, representing the Commission on Children, Youth and Families, led the pledge of allegiance.

3. APPROVAL OF ITEMS ON CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	JoAnne McShane, Councilmember
SECONDER:	Kristin Kuiken, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

A. Minutes of the City Council - Regular - Feb 4, 2013 7:00 PM

B. Minutes of the City Council - Special Study Session - Feb 18, 2013 5:45 PM

Minutes Acceptance: Minutes of Mar 18, 2013 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

- C. Minutes of the City Council - Special - Feb 18, 2013 6:30 PM
- D. Minutes of the City Council - Special Study Session - Mar 4, 2013 7:00 PM
- E. Approve Farmington Monthly Payments Report January 2013
- F. Approve Farmington Public Safety Monthly Report, February 2013
- G. Approve Farmington Financial Report Quarter Ended December 31, 2012
- H. Approve Farmington Investment Report Quarter Ended December 31, 2012
- I. Approve 47Th District Court Financial Report Quarter December 31, 2012
- J. Special Event Request - American Cancer Society Relay for Life
- K. Consideration to Approve Road Race Request - August 17, 2013
- L. Special Event Request - Our Lady of Sorrows Annual Church Picnic
- M. Special Event Request - South Farmington Baseball Movie Night

4. APPROVAL OF REGULAR AGENDA

Move to approve the regular agenda as amended; moving Public Comment to item No. 5 and adding Department Head Comment as item No. 9.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Greg Cowley, Councilmember
SECONDER:	Kristin Kuiken, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

5. PUBLIC COMMENT

No public comment was heard.

6. PRESENTATION/PUBLIC HEARINGS

A. Farmington Area Commission on Aging/Project Living Susan Lightner

Susan Lightner, representing the Farmington Area Commission on Aging, spoke about Project Healthy Living scheduled for March 22, 9am - 2pm, at the Costick Center.

B. Consideration to Approve Resolution Accepting Bids and Issuance of 2013 Capital Improvement Bonds Laura Bassett - Miller, Canfield, Paddock and Stone

Laura Bassett, representing Miller, Canfield, Paddock and Stone, was present to discuss the bid award for the 2013 Capital Improvement Bonds. She announced the bid by Robert W. Baird & Co. was determined to be the lowest true interest cost to the City.

Responding to a question from Buck, Pastue stated the interest rate for the 2011 Capital Improvement Bonds was over 4.00%.

Responding to a question from McShane, Ms. Bassett confirmed the City's AA bond rating made a difference in securing a lower rate.

At the request of Galvin, Pastue reviewed the projects that will be funded by the bonds. Galvin discussed "good debt" and what it will do for the downtown.

Move to approve the Awarding Resolution for the 2013 Capital Improvement Bonds. [SEE ATTACHED RESOLUTION NO. 03-13-009].

The votes were taken in the following order: Cowley, Galvin, Kuiken, McShane, Buck.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Galvin, Mayor Pro Tem
SECONDER:	Kristin Kuiken, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

C. Consideration of Resolution to Support the Commission on Children, Youth and Families Providing Oversight and Administration to the Call to Action Coalition Programs Ed Cherkinsky

Ed Cherkinsky, representing the Commission on Children, Youth and Families (CYF), was present to discuss the Commission's proposed oversight of the Call to Action Coalition. He discussed the common goals of both groups. He advised the Farmington School Board voted to support this change at their last meeting and he expected Farmington Hills City Council will do the same.

Buck stated there is no better home for the Call to Action Coalition than the CYF.

Kuiken asked about the opportunity for new volunteers to join the Coalition.

Cherkinsky responded they are encouraging new volunteers and directed anyone interested to the CYF website.

Responding to a question from McShane, Cherkinsky stated the CYF would not only continue the Call to Action annual breakfast, but would expand their activities.

McShane stated the Call to Action Coalition provides an important service to the community through their programs and activities and she would like to see them continue.

Mitch Seeley, representing the Call to Action Coalition, stated they will continue the Babes Program for third graders and the Middle School Mayday program. He noted they will be working with the Michigan School of Psychology to write grants in order to obtain funds for other projects.

Motion to adopt a resolution supporting the Commission on Children, Youth and Families providing oversight to the Call to Action Coalition programs. [SEE ATTACHED RESOLUTION NO. 03-13-010].

Minutes Acceptance: Minutes of Mar 18, 2013 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

The votes were taken in the following order: Galvin, Kuiken, McShane, Buck, Cowley.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Kuiken, Councilmember
SECONDER:	JoAnne McShane, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

D. Recognition of Donald Munter/Historical Commission

City Council recognized Donald Munter's 32 years of service on the Historical Commission.

Mayor Buck thanked Mr. Munter for his commitment to the city.

McShane recognized Mr. Munter's dedication to the commission, and the positive attitude and candor with which he conducted himself.

E. Proclamation - Christiane Lenz

Council presented a proclamation to Christiane Lenz in recognition of her 10+ years of service to the Warner Mansion.

Jean Schornick, Mansion volunteer, spoke about Ms. Lenz's many contributions to the Mansion.

Ms. Lenz thanked Council for their recognition and expressed how much she enjoyed working with the volunteers at the Mansion.

7. UNFINISHED BUSINESS

There was no unfinished business.

8. NEW BUSINESS

A. Consideration to Conditionally Accept Bids for Grove Street and Warner/Thomas Construction Project and Award Contract to Warren Construction

Pastue discussed bids received on the Grove Street and Warner/Thomas Construction Projects noting they came in over budget. He spoke about a review of the bids at the last Council meeting and Council's authorization to negotiate costs and re-engineer elements of the project to make it fit within available resources. He stated based on a quality based review, Orchard Hiltz and McCliment recommended the City award the construction contract to Warren Construction. He advised Warren Construction was able to reduce their original bid amount based on a reduction in the scope of the work and re-engineering.

Cowley congratulated Vince and his staff for reducing the original bid amount for the project by \$200K.

Responding to a question from Kuiken, Pastue stated Warren Construction was chosen

based on a quality based review, their experience with downtown streetscapes, and the quality of their subcontractors, as well as their competitive bid.

Responding to a question from McShane, Pastue advised the reduction in the cost of the project was a combination of re-engineering and a minimal reduction in its scope. He pointed out the changes have no real impact on the project.

Galvin asked about the start dates of the project and disruption of traffic.

Superintendent Eudy responded the biggest factor in starting the project is weather. The goal is to complete the Grove Street Project by the start of Founders Festival.

Pastue thought the project would start in another 2-3 weeks. He stated the City should consider some type of groundbreaking ceremony.

Galvin recommended educating the public on construction timing, detours, etc.

DDA Director Knowles spoke about meeting with businesses that will be affected by construction to discuss how their needs will be met in terms of signage, parking, etc.

Buck emphasized that businesses will remain open throughout the construction period and will be accessible. He encouraged the public not to be deterred by the construction.

Move to conditionally accept bids for the Grove Street and Warner/Thomas Construction Project and award contract to Warren Construction in the amount of \$1,988,168.20 based on a Qualifications Based Selection Process and with the negotiated reduction in the scope of work and re-engineering of elements of the project as agreed to by the bidder, and authorize the City Manager and City Clerk to sign the construction contract conditioned upon and only to become effective to the extent of (1) signature by all parties of the agreements approved by the City Council relating to the Grove Street Project on February 4, 2013, including the Agreement for Conveyance of Land relating to the acquisition of property owned by the Groves LLC needed for public right-of-way, and by the Farmington Downtown Development Authority on February 18, 2013; and (2) the City closing on and securing title to the property described in the Agreement for Conveyance of Land as approved by the City Council. The City Manager and City Clerk shall not sign the contract with Warren Construction until the City has closed on and secured title to property described in the Agreement for Conveyance of Land needed for public right-of-way.

The votes were taken in the following order: Kuiken, McShane, Buck, Cowley, Galvin.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: JoAnne McShane, Councilmember
SECONDER: Kristin Kuiken, Councilmember
AYES: Buck, Cowley, Galvin, Kuiken, McShane

B. Consideration to Adopt Resolution to Allocate Remaining Proceeds from the 2011 Capital Improvements Bond Issue to the Grove Street and Warner/Oakland Water Main Replacement Project

Responding to a question from Kuiken, Pastue stated the 2011 Capital Improvement Bonds could not be paid off early.

Move to adopt a resolution authorizing allocation of remaining proceeds from the 2011 Capital Improvements Bond Issue to cover capital expenditures associated with the water main replacement along Grove Street and Warner/Oakland. [SEE ATTACHED RESOLUTION 03-13-011].

The votes were taken in the following order: McShane, Buck, Cowley, Galvin, Kuiken.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Greg Cowley, Councilmember
SECONDER: Kristin Kuiken, Councilmember
AYES: Buck, Cowley, Galvin, Kuiken, McShane

C. Consideration to Approve Lot Split - 33200 Grand River Avenue, Former Dimitri's Restaurant

Pastue advised the City received an application from the Downtown Development Authority to split the former Dimitri's Restaurant property. The DDA intends to split the property into two parcels in order to lease the existing building to Los Tres Amigos restaurant.

Responding to a question from Cowley, Pastue advised work would be done to enclose the dumpster.

Kuiken asked how many additional parking spaces would result from the lot split. Pastue responded approximately 30 spaces.

Galvin inquired about signage for the new municipal parking lot.

Pastue responded there has been limited discussion regarding signage for the lot. He stated there should be a sign at the corner of Grand River and Warner informing the public of additional municipal parking.

Galvin pointed out other municipal parking lots do not have consistent signage.

Pastue recognized that the city needs a consistent wayfinding plan.

Minutes Acceptance: Minutes of Mar 18, 2013 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

Move to approve lot split request involving parcel located at 33200 Grand River Avenue as presented. [SEE ATTACHED LOT SPLIT SKETCH AND DESCRIPTION].

The votes were taken in the following order: Buck, Cowley, Galvin, Kuiken, McShane.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kristin Kuiken, Councilmember
SECONDER:	JoAnne McShane, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

D. Consideration to Authorize the Purchase of Two Patrol Vehicles

Responding to a question from McShane, Pastue confirmed the quotes for the patrol cars came through the state bidding process.

Discussion followed regarding the benefits of an SUV versus a sedan patrol car.

Schultz confirmed patrol cars are replaced every 2 years.

Move to approve the purchase of two police patrol vehicles from Gorno Ford Woodhaven, MI, in the amount of \$51,130.

The votes were taken in the following order: Cowley, Galvin, Kuiken, McShane, Buck.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	JoAnne McShane, Councilmember
SECONDER:	William Galvin, Mayor Pro Tem
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

E. Consideration to Adopt Resolution for Continued Membership with the Alliance for Alliance for Rouge Communities (ARC) and Adoption of Amended Bylaws

Pastue advised the Alliance for Rouge Communities resolution affirms the City Council's continued membership, appoints the City Manager as the ARC delegate and Public Works Superintendent as the alternate, and approves the amended bylaws.

Move to adopt a resolution for the City of Farmington's continued membership with the Alliance for Rouge Communities and adoption of amended bylaws. [SEE ATTACHED RESOLUTION NO. 03-13-012].

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	William Galvin, Mayor Pro Tem
SECONDER:	Kristin Kuiken, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

F. Consideration to Authorize City Manager and City Treasurer to Solicit Proposals to Finance Purchase of Digital Projection Equipment for the Civic Theater

Pastue discussed the proposed purchase of digital projection equipment for the Civic Theater.

Discussion followed regarding the process for purchasing the equipment and further defining the actual cost.

Responding to a question from McShane, Pastue stated the installation of the equipment will be the responsibility of the vendor from which the equipment is purchased. He stated the vendor would be local so any issues that arose could be addressed promptly.

McShane advised City Council believes the proposed ticket price increase of .50 to cover the cost of the equipment is fair to families. She discussed the absolute need of purchasing the digital equipment.

Responding to a question from Kuiken, Pastue advised the video and audio quality will improve with the digital equipment.

Cowley expressed support for increasing the ticket price to \$5.00 which would result in a \$1.50 increase. He would like a public survey done to find out if residents would support such an increase if they knew it was going towards the purchase of new digital equipment. He expressed concern about moving the needle only incrementally and not solving the problem.

McShane noted a \$1.50 increase could make it very expensive for a family to see a movie at the Theater. Ticket prices can always be increased in the future if it becomes necessary.

Buck noted that the purchase of digital equipment for two theaters at a cost between \$150k - \$180K is a big project. He stated it is important for the Civic to catch up to the technology of other theaters. He noted the cost will be paid out of operations and not the city budget. He also leaned toward a higher increase in the ticket price, but is satisfied with the small increase recognizing that future increases can be made as needed.

Move to authorize the City Manager and City Treasurer to solicit proposals to finance the purchase of digital projection equipment for the Civic Theater.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Galvin, Mayor Pro Tem
SECONDER:	Kristin Kuiken, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

G. Consideration to Approve Contract with the Michigan Department of Transportation for Improvements to Sewer Transmission Main Along M-102

Pastue discussed the proposed contract with the Michigan Department of Transportation for improvement to the sewer transmission main along M-102.

Move to approve a contract with the Michigan Department of Transportation for improvements to the sewer transmission main along M-102. [SEE ATTACHED CONTRACT].

Minutes Acceptance: Minutes of Mar 18, 2013 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

The votes were taken in the following order: Galvin, Kuiken, McShane, Buck, Cowley.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	JoAnne McShane, Councilmember
SECONDER:	Kristin Kuiken, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

H. Consideration to Amend City Pay Plan Involving Assistant Public Works Superintendent & Building Official

Pastue discussed an amendment to the City Pay Plan in order to re-establish the pay grades for the Assistant Public Works Superintendent and Building Inspector/Official.

Move to amend City pay plan by establishing the Assistant Public Works Superintendent at Pay Grade 8 and the Building Inspector/Building Official at Pay Grade 8.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kristin Kuiken, Councilmember
SECONDER:	William Galvin, Mayor Pro Tem
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

The votes were taken in the following order: Kuiken, McShane, Buck, Cowley, Galvin.

I. Recognition of John Anhut - 90Th Birthday

Pastue read a proclamation recognizing the 90th birthday of John Anhut.

Motion to proclaim the Farmington City Council's sincere appreciation to John W. Anhut for his decades of service to the Farmington/Farmington Hills community.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	JoAnne McShane, Councilmember
SECONDER:	Kristin Kuiken, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

J. Board and Committee Appointments

Motion to appoint Kevin Christiansen to the Brownfield Redevelopment Authority for a 3-year term ending February 28, 2016.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kristin Kuiken, Councilmember
SECONDER:	JoAnne McShane, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

Motion to appoint Jennifer Stacey to the Historical Commission for a 3-year term ending March 31, 2016.

RESULT: APPROVED [UNANIMOUS]
MOVER: JoAnne McShane, Councilmember
SECONDER: Kristin Kuiken, Councilmember
AYES: Buck, Cowley, Galvin, Kuiken, McShane

Motion to appoint Janet McDonald to the Historical Commission for a 3-year term ending March 31, 2016.

RESULT: APPROVED [UNANIMOUS]
MOVER: JoAnne McShane, Councilmember
SECONDER: William Galvin, Mayor Pro Tem
AYES: Buck, Cowley, Galvin, Kuiken, McShane

Motion to appoint Sean Murphy to the Downtown Development Authority for a 4-year term ending February 28, 2017.

RESULT: APPROVED [UNANIMOUS]
MOVER: JoAnne McShane, Councilmember
SECONDER: Greg Cowley, Councilmember
AYES: Buck, Cowley, Galvin, Kuiken, McShane

Motion to re-appoint Valerie Greer to the Downtown Development Authority to fill an unexpired term ending February 28, 2015.

RESULT: APPROVED [UNANIMOUS]
MOVER: Kristin Kuiken, Councilmember
SECONDER: William Galvin, Mayor Pro Tem
AYES: Buck, Cowley, Galvin, Kuiken, McShane

9. DEPARTMENT HEAD COMMENT

Schulz thanked Council for their approval of the purchase of two patrol cars and continued support of the Department of Public Safety. He announced the department is now participating in "Operation Medicine Cabinet", a program where they will now accept any prescription medication.

Eudy spoke about continued training of staff on the water and sewer system. He stated his department is moving forward with the purchase of the generator previously approved by Council.

Christiansen advised the Planning Commission approved the site plans for Los Tres Amigos. He expects renovation work to begin on that property shortly. He stated the Planning Commission will be considering plans for Brightside Dental, formerly Dunleavy's. He noted a liquor license will become available as a result of this change.

Christiansen stated the Planning Commission believes the City should move forward with special land use for liquor license transfers. He advised the City has had several meetings regarding the courthouse property, however, there are no specifics at this time.

Christiansen noted there has been considerable interest in the Drake's Plaza. He believes with the onset of warmer weather the project work should be wrapped up. He stated redevelopment discussions have taken place with the landlords of shopping centers outside of the downtown including the K-Mart Center.

Christiansen noted the current Master Plan will be 5 years old in 2013. He advised that if the Parks and Recreation Plan is updated it would be eligible for State funding and other resources as well. He stated they are currently working on a capital improvement plan as well as an economic and community development plan.

Christiansen advised the economic and community development plan will include a focus on parking with a review of the parking study that was previously done and consideration of a Parking Authority.

Christiansen discussed an upcoming visioning session scheduled for March 27th and publicizing of same.

Halberstadt announced the Warner Mansion would re-open on Sunday, April 7th.

Pastue announced the yard waste program would resume the first week in April.

10. COUNCIL COMMENT

Kuiken spoke about the success of a recent Corridor Improvement Authority meeting and the impressive visual displays that were included.

Cowley noted the last visioning session was well attended, however, the average age was well over 55. He stated there needs to be an effort to recruit millennials to this process.

Cowley advised progress in downtown redevelopment will put increased stress on parking.

Cowley expressed alarm at the number of "calls" made to apartment complexes by Public Safety, as indicated in Director Schulz's monthly reports. He further expressed concern about where Public Safety dollars are being spent. He is unsure if he would support development of another apartment building in the City. He noted there was not one incident at his restaurant on St. Patrick's Day.

Galvin discussed the upcoming pothole season and expressed his concern regarding the condition of Grand River. He asked if there are any plans in the works to address this issue.

Pastue responded MDOT has no plans in the near future for Grand River. He stated there needs to be a dialogue about whether Grand River should be under State or local jurisdiction. He noted this should be discussed a part of the visioning process.

McShane commented a resident had recently expressed interest in purchasing city bonds. She asked where someone would go to buy a City of Farmington bond.

Pastue recommended securing city bonds through a financial advisor who could obtain them from Robert W. Baird Associates.

Buck encouraged young people of the community to attend the visioning sessions. He noted that relative to parking, the actions Council has taken recently will add over 50 spaces to downtown public parking. He stated this shows progress is being made on the public parking issue, however, he recognized there is more work to be done.

Buck noted the city’s AA bond rating, which is among the highest found in the state for cities, indicates sound financial practices. He stated the low bond interest rate received by the city shows it is meeting all of its obligations and is proactive in meeting long term obligations as well.

Galvin commented there are cities with a AAA bond rating, however, AA bond rating is the highest a small community can receive.

11. CLOSED SESSION - LAND ACQUISITION

Move to enter closed session to discuss land acquisition.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Galvin, Mayor Pro Tem
SECONDER:	Kristin Kuiken, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

Council took a 5 minute break.

Council entered closed session at 9:08 p.m.

Move to exit closed session.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Greg Cowley, Councilmember
SECONDER:	JoAnne McShane, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

Council exited closed session at 9:45 p.m.

Discussion followed regarding the importance of DDA Boardmembers attending the visioning sessions. Discussion continued regarding the commitment required to serve.

McShane spoke about a previous practice of tracking attendance of board and committee members.

Discussion followed regarding the parking needs of the downtown, including additional wayfinding signs and improved lighting.

12. ADJOURNMENT

Motion to adjourn the meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	JoAnne McShane, Councilmember
SECONDER:	William Galvin, Mayor Pro Tem
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

The meeting adjourned at 10:05 p.m.

Minutes Acceptance: Minutes of Mar 18, 2013 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

Mayor J.T. Buck

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Mar 18, 2013 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)



Special Study Session City Council Meeting
7:00 PM, MONDAY, APRIL 1, 2013
Conference Room A
Farmington City Hall
23600 Liberty St
Farmington, MI 48335

DRAFT

SPECIAL STUDY SESSION MEETING MINUTES

A Special Study Session meeting of the Farmington City Council was held on April 1, 2013, in Conference Room A, 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 J.T. Buck.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
J.T. Buck	Mayor	Present	
Greg Cowley	Councilmember	Present	
William Galvin	Mayor Pro Tem	Present	
Kristin Kuiken	Councilmember	Present	
JoAnne McShane	Councilmember	Present	

2. APPROVAL OF AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Greg Cowley, Councilmember
SECONDER:	Kristin Kuiken, Councilmember
AYES:	Buck, Cowley, Galvin, Kuiken, McShane

3. PRESENTATION - 911 MEMORIAL

A. PRESENTATION - 911 Memorial/Bob Schulz & Steve Schneemann

Public Safety Director Schulz spoke about the design, location, and fundraising efforts for the 911 Memorial. He indicated the memorial would be located at City Hall.

Responding to a question from Kuiken, Schulz stated just under \$20K has been raised for the memorial. He stated at least \$20K or more will be needed to completed the project. He mentioned the memorial landscaping will be donated.

Responding to a question from McShane, Schultz stated they would like the project completed by September 11th.

Discussion followed regarding consideration of other locations for the memorial, including Riley Park. Schulz stated that based on the size of the memorial the best fit was at City Hall.

Minutes Acceptance: Minutes of Apr 1, 2013 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

Cowley expressed concern about future redevelopment and the potential relocation of City Hall.

Schulz responded that possibility was taken into consideration, but if that should occur the memorial would be moved as well.

Pastue noted all of the art pieces on the grounds of City Hall would have to be moved.

Galvin congratulated Schulz on the fundraising efforts for this project.

Schulz noted other memorial committee members included Brian Golden, Bob Rock, and Steve Schneeman.

Discussion followed regarding the type of landscaping recommended and how it would look in the winter months.

Responding to a question from Cowley, Schulz advised lighting would be added to the memorial if sufficient funds are available.

4. PUBLIC COMMENT

No Public Comment was heard.

5. COUNCIL COMMENT

Kuiken announced her official resignation from City Council, indicating May 20th would be her last meeting. She stated her family is relocating to Denver, Colorado.

Buck recognized the significant contributions to the city made by Kristin and her husband, James.

McShane stated Kristin and James have contributed significantly to our city government. She further stated the City is very proud of them and they will be greatly missed.

Cowley stated that even though Kristin and James have a young family they found time to better the community. He further stated they will be a great loss to Farmington.

Galvin stated Kristin has always shown a level of poise and strength of character in her service on Council. He expressed appreciation to both James and Kristin for their service to the community.

Kristin stated it has been a real honor to serve the city.

Responding to a question from Galvin, Schulz stated he is unaware of a partnership between Nixle and Google, but would investigate what it might mean for City notifications.

Cowley pointed out the success of the dispatch consolidation. He requested a report from Schulz at a future meeting regarding the same.

6. CLOSED SESSION - LABOR NEGOTIATIONS

Motion to enter closed session to discuss labor negotiations.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: William Galvin, Mayor Pro Tem
SECONDER: Greg Cowley, Councilmember
AYES: Buck, Cowley, Galvin, Kuiken, McShane

Council entered closed session at 7:20 PM.

Motion to exit closed session.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: JoAnne McShane, Councilmember
SECONDER: Kristin Kuiken, Councilmember
AYES: Buck, Cowley, Galvin, Kuiken, McShane

Council exited closed session at 10:20 p.m.

7. ADJOURNMENT

Motion to adjourn the meeting.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: William Galvin, Mayor Pro Tem
SECONDER: Kristin Kuiken, Councilmember
AYES: Buck, Cowley, Galvin, Kuiken, McShane

The meeting adjourned at 10:20 PM.

Mayor J.T. Buck

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Apr 1, 2013 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

**Farmington City Council
Staff Report****Council Meeting Date:**
April 15, 2013**Reference
Number
(ID # 1217)****Submitted by:** Vincent Pastue, City Manager**Description:** Approve Farmington Monthly Payments Report, February 2013**Requested Action:****Background:****Agenda Review****Review:**

Vincent Pastue	Pending
City Manager	Pending
City Council	Pending

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT**MONTH OF FEBRUARY 2013**

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 266,955.01
202	MAJOR STREET FUND	\$ 56,020.77
203	LOCAL STREET FUND	\$ 73,571.70
204	MUNICIPAL STREET FUND	\$ 395.65
409	DRAKESHIRE CP FUND	\$ 824.98
592	WATER & SEWER FUND	\$ 215,388.54
595	FARMINGTON COMMUNITY THEATER FUND	\$ 28,564.89
601	EMPLOYEE ACCRUED BENEFITS FUND	\$ 2,686.77
701	AGENCY FUND	\$ 87,509.31
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 55,587.84
	TOTAL CITY PAYMENTS ISSUED:	\$ 787,505.46
136	47TH DISTRICT COURT FUND	\$ 152,756.42
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 50,897.14
296	SWOCC FUND	\$ 11,000.98
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 214,654.54
	TOTAL PAYMENTS ISSUED	\$ 1,002,160.00

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT**MONTH OF FEBRUARY 2013**

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #17	52,676.42
Agency Tax	Oakland County	Tax Payment #17	8,180.07
Agency Tax	Farmington Comm. Library	Tax Payment #17	3,448.85
Agency Tax	Farmington Public Schools	Tax Payment #18	121,642.57
Agency Tax	Oakland County	Tax Payment #18	26,410.30
Agency Tax	Farmington Comm. Library	Tax Payment #18	7,823.94
Agency Tax	Farmington Public Schools	Tax Payment #19	296,518.05
Agency Tax	Oakland County	Tax Payment #19	41,440.43
Agency Tax	Farmington Comm. Library	Tax Payment #19	18,253.51
Agency Tax	Farmington Public Schools	Tax Payment #20	395,896.31
Agency Tax	Oakland County	Tax Payment #20	65,132.94
Agency Tax	Farmington Comm. Library	Tax Payment #20	25,793.29
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	186,705.40
General Fund	Federal Gov't	W/H & FICA Payroll	70,614.00
General Fund	MERS	January Transfer	31,146.16
	TOTAL CITY ACH TRANSFERS		1,351,682.24
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	81,292.16
Court Fund	Federal Gov't	W/H & FICA Payroll	35,511.24
SWOCC Fund	Chase (Disbursing Acct)	Dir.Dep. Pay & W/H & FICA	24,373.06
DDA Fund	Included in General Fund Transfers		
	TOTAL OTHER ENTITIES ACH TRANSFERS		141,176.46

**Farmington City Council
Staff Report****Council Meeting Date:**
April 15, 2013**Reference
Number
(ID # 1218)****Submitted by:** Vincent Pastue, City Manager**Description:** Approve Farmington Public Safety Monthly Report, March 2013**Requested Action:****Background:****Agenda Review****Review:**

Vincent Pastue Pending

City Manager Pending

City Council Pending



MONTHLY REPORT MARCH 2013

OPERATING WHILE INTOXICATED

On March 1st, at approximately 4:00 a.m., an officer while on patrol stopped a vehicle for speeding in the area of Grand River and Brookdale. The officer learned the driver had been drinking at an apartment in Farmington Hills. The driver failed roadside sobriety evaluations. The driver submitted to a preliminary breath test with a result of .17(9). The driver was arrested for Operating While Intoxicated. The driver was transported back to the station and he submitted two breath samples (.18 and .18). The driver was held at the station awaiting sobriety and arraignment.

SMOKE INVESTIGATION

On March 1st officers were dispatched to the Brown Academy on Orchard Lake Road on a report of a fire alarm. While still en route, dispatch advised that the business owner was reporting light smoke inside the building. Officers made the scene and found the fire alarm activated and light smoke which appeared to be coming from the HVAC unit on the roof. Power to the HVAC unit was turned off at the main breaker and the business owner was advised to contact an electrician/HVAC company to service the unit.

FIRE ALARM

On March 2nd officers were dispatched to Rainbow Rehabilitation in the 23800 block of Gill Road on a report of a fire alarm. Upon arrival, it was found that it was a false alarm as staff stated they were cooking bacon at the time and the fire alarm activated for no reason. Rainbow Rehabilitation staff advised that they are going to have the alarm company look into moving the sensor in the kitchen to eliminate the several false fire alarms that have occurred over the past few weeks.

OPERATING WHILE INTOXICATED – SECOND OFFENSE

On March 2nd, at approximately 10:38 p.m., an officer on patrol observed a white pick up truck on Nine Mile and Power Road with its hazard flashers on. The officer approached the driver who advised that he had run out of gas and was waiting for his ex-wife to bring him some gasoline. The officer noted a strong odor of intoxicants on the breath of the driver who had admitted to having drunk alcohol earlier in the evening. The man failed several sobriety exams and was arrested for operating while intoxicated. The man has a prior Operating While Intoxicated from 2010 and was held at the Farmington jail until sober. The man had a breath alcohol content of .19.

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LARCENY FROM AUTOMOBILE

On March 4th an officer responded to Chatham Hills Apartments on a delayed Larceny From Automobile report. Upon arrival, the vehicle's owner stated between November 15, 2012 and March 4, 2013, someone entered his vehicle and stole the radio face plate and GPS navigational unit screen from the vehicle. The owner stated his vehicle was parked and locked in the apartment unit garage with a car cover over it. There were no signs of forced entry to the vehicle or garage.

IDENTITY THEFT

On March 4th, at approximately 4:12 p.m., a resident came into this department to report that she was the victim of an identity theft. The resident had received a letter from the Internal Revenue Service advising that they found a problem with her 2012 tax returns and needed to contact the IRS. The resident had not filed her 2012 returns and learned from the IRS that an unknown person had fraudulently filed the returns claiming to be the resident. The IRS is currently investigating the crime.

DRIVING WHILE LICENSE SUSPENDED/WARRANT OTHER POLICE DEPARTMENT

On March 6th an officer on patrol stopped a vehicle for a traffic violation that occurred at Shiawassee and Power Road. Subsequent to the traffic stop, it was found that the driver of the vehicle had a suspended driver's license along with an outstanding misdemeanor warrant with Michigan Department of Corrections for being a parole absconder, along with a misdemeanor traffic warrant out of the Berkley Police Department. The driver was arrested and transported to the station to be held pending his being picked up by Berkley police.

IDENTITY THEFT

On March 7th a resident came into the station to file an Identity Theft report. The resident stated that upon getting her taxes done for the 2012 tax year, she was told by her CPA that her return was rejected by the IRS due to a return already being filed under her name and social security number. The resident stated that this is the second year in a row that her personal information was used to file a fraudulent tax return.

OPERATING WHILE INTOXICATED

On March 8th, at approximately 2:20 a.m., an officer was at Grand River and Halsted assisting the Farmington Hills Police Department with traffic control. A vehicle disregarded the barricade and was immediately stopped by the officer. The officer learned the driver had been drinking and failed roadside sobriety evaluations. The driver submitted to a preliminary breath test with a result of .12. The driver was arrested for Operating While Intoxicated and transported back to the station. Once there he submitted to two (2) breath samples which showed a .14 and a .13 breath alcohol level. The driver was held at the station awaiting sobriety and arraignment.

INTIMIDATION/THREATS

On March 8th, at approximately 5:44 p.m., a twelve year old Floral Street resident and his father came into this police department to report a threatening complaint. The

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twelve year old advised that he was playing with friends at Shiawassee and Hawthorne when a snowball that he had thrown had accidentally landed at the feet of a passerby. The passerby, a teenage female, confronted the twelve year old about throwing a snowball at her. The twelve year old denied throwing the snowball and the passerby ran home. Shortly after the incident the passerby's father came over to the boy and threatened to beat him if he ever accosts his daughter again. The twelve year old and his father want the incident documented, but don't want to press charges against the man.

POSSESSION OF TOBACCO

On March 8th, at approximately 11:22 p.m., an officer on patrol observed a vehicle parked on the shoulder of Freedom Road and Farmington Road. The officer checked the welfare of the sole occupant of the vehicle who appeared to be intoxicated. The officer learned that the seventeen year old driver of the vehicle had just left a party in Farmington Hills where he had consumed one shot of liquor. The driver began to feel nauseous so he pulled over to the side of the road in case he was going to vomit. The officer noted that the teen appeared to be under the influence of a narcotic and not alcohol and a preliminary breath test confirmed that the teen had no alcohol in his body. The teen failed several sobriety exams, but since the officer did not observe him driving he was not arrested for Operating While Intoxicated. The teen did have cigarettes in his possession so he was issued a citation for being a Minor in Possession and turned over to his father. The driver's father advised that his son does have a substance abuse problem and is currently on probation for being in possession of marijuana.

MINOR CONSUMING ALCOHOL

On March 9th, at approximately 2:10 a.m., an officer stopped a vehicle for speeding and equipment violations on Nine Mile near Power Road. The officer smelled alcohol in the vehicle and questioned the vehicle's occupants. One of the passengers (a nineteen year old male) admitted to drinking and a partially full bottle of vodka was discovered in the vehicle. A preliminary breath test of the male showed .08 breath alcohol level. The alcohol was confiscated and the male was ticketed and released for being under 21 and in possession of alcohol.

OPERATING WHILE INTOXICATED

On March 9th, at approximately 3:09 a.m., an officer stopped a vehicle on Grand River near Nine Mile for swerving between two lanes of traffic. The officer learned the driver had been drinking in Novi and was on his way home. The driver was administered and failed roadside sobriety evaluations. The driver submitted to a preliminary breath test with a result of .16. The driver was arrested for Operating While Intoxicated and transported to the station. Once at the station he submitted to two breath samples which showed a .19 and a .18 breath alcohol level. The driver was held at the station awaiting sobriety and arraignment.

BREAKING AND ENTERING

On March 10th officers responded to Radio Shack on a breaking and entering that was just discovered by an employee opening up for the day. Upon arrival, the employee

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stated that he arrived for work and went into the store and noticed a steady audible tone coming from the alarm key pad alerting to an open door. The employee checked the store and found the backroom had been ransacked and several cellular phones were missing and the back door was ajar with damage to the lock cylinder.

THREATENING COMPLAINT

On March 11th, at approximately 5:12 p.m., officers were dispatched to a report of a terminated employee threatening management at Domino's Pizza on Orchard Lake Road. Upon arrival officers learned that the suspect had left the scene prior to officers' arrival. Officers learned from management that the employee was terminated due to poor performance. The employee did not react well to the termination and threatened to assault the manager. The employee was later contacted and advised to not return to the business or face trespassing charges.

BREAKING AND ENTERING

On March 11th, at approximately 6:00 p.m., officers were dispatched to a report of a breaking and entering of a storage unit at the Chatham Hills Apartment Complex. While enroute dispatch advised that the suspect was a heavysset black male wearing a green shirt with a thinner black male. In addition, the suspects were seen leaving the scene in a red Pontiac Grand Prix. Upon arrival the responding officers learned from the witness that the witness's roommate has a motion detector alarm in the storage unit that gives an audible signal inside the apartment. When the witness heard the alarm go off, he went downstairs to his storage unit where he witnessed the heavysset male inside the locked unit. The witness confronted the man who climbed over the locked fence door of the unit and took off running outside the building. The witness observed the suspect climb into the driver's side of the Grand Prix. The Grand Prix and its occupants were located driving in the Nine Mile and Farmington Road area with the witness's roommate's belongings in their vehicle. The two were arrested for the thefts and housed at the Farmington jail.

DISTURBING THE PEACE

On March 12th, at approximately 11:20 p.m., officers responded to an apartment located on the 33300 block of Grand River Avenue for a report of loud music. Upon arrival officers could hear the music outside of the building at the street. Officers were aware that the apartment resident has been warned several times in the past for playing his music too loud and disturbing his neighbors. Officers made contact with the resident who was highly intoxicated. The man was issued a citation for disturbing the peace.

IDENTITY THEFT

On March 13th a Farmington resident came into the station to file an identity theft report. The resident stated she had been receiving calls from a collection company stating she owed money for outstanding cash advances in her name. The resident stated she had never taken any cash advances and does not know how her information was obtained.

TRESPASSING

On March 13th, at approximately 4:53 p.m., officers were dispatched to the Rainbow

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Rehabilitation Center on Grand River for a report of a disturbance. Upon arrival officers learned that a parent of one of the patients was creating a disturbance in the lobby. Officers learned that the parent had lost her parental rights of her mentally disabled daughter and that she was not happy with the care that Rainbow Rehabilitation was providing for the patient. Officers learned from the staff that the parent is required to schedule her visits with her daughter ahead of time and that she refuses to do so. The woman was escorted out of the building.

OPERATING WHILE INTOXICATED

On March 14th, at approximately 1:32 a.m., an officer on patrol located a female unconscious in her vehicle on Nine Mile near Freedom Road. The officer was able to open the vehicle and wake the driver. He then learned the driver had been drinking and failed roadside sobriety evaluations. The driver submitted to a preliminary breath test with a result of .22. The driver was arrested for Operating While Intoxicated and transported back to the station. Once there she submitted to two breath samples which showed a .22 and a .22 breath alcohol level. The driver was held at the station awaiting sobriety and arraignment.

ODOR INVESTIGATION

On March 14th, at approximately 6:13 p.m., officers responded to Merle Norman on Farmington Road on a report of a chemical burning smell. Upon arrival officers located the odor to a burned out CFL light bulb. Management was advised of the cause of the smell.

PROPERTY DAMAGE ACCIDENT/OPERATING WHILE INTOXICATED

On March 17th officers were dispatched to an accident involving a vehicle that left the roadway and crashed into a garage. Upon arrival, officers investigated and found that the at fault driver was pulling out of the Heritage Condominium Complex and collided with another vehicle that was southbound on Drake Road. The at fault vehicle veered off the roadway, over the embankment, and collided with a garage on Heritage Lane causing extensive damage to same. Subsequent to the investigation it was found that the driver at fault was Operating While Intoxicated.

OPEN INTOXICANT IN A MOTOR VEHICLE (13-1533)

On March 17th, at approximately 6:36 p.m., an officer stopped a vehicle for speeding on Drake Road near Oakland Street. Further investigation by the officer revealed that the driver of the vehicle had a warrant for his arrest out of the Trenton Police Department and that the passenger had been drinking out of a bottle of Jameson's Whisky. Trenton police advised that they could not pick up the driver so he was released and advised to take care of his warrant with Trenton. The passenger was issued a citation for having an open container of alcohol in a motor vehicle.

SUSPICIOUS CIRCUMSTANCE

On March 18th an employee of Harvey Electronics reported that the backdoor of Magnolia Salon on Grand Rive Avenue was ajar. Upon arrival, the business was checked and everything appeared normal, and it appeared that the employees failed to

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secure the door prior to leaving the day prior. The business owners were contact and arrived to secure the business.

SUSPICIOUS PERSON

On March 18th an employee of Farmington Health Care reported a male who appeared homeless came into the business wanting to stay warm. Upon arrival, contact was made with the male who stated he was walking from the Twelve Oaks Mall in Novi and trying to get to the Hardcore Pawn in Detroit, but could not figure out where to catch the bus. The male was given a ride to the bus stop and advised of the route number to take.

WARRANT ARREST OTHER JURISDICTION

On March 18th an officer stopped a vehicle in the area of Grand River and Mooney and arrested the driver for having a warrant for his arrest out of the Wayne County Friend of the Court for child support. The man was housed at the Farmington jail until picked up by the Wayne County Sheriff's Office.

OPERATING WHILE INTOXICATED

On March 20th, at approximately 9:38 p.m., officers responded to an injury accident at Orchard Lake Road and Ten Mile Road. Upon arrival officers learned that a green Ford had turned illegally in front of a black Mercury, causing the crash. Officers noted an odor of intoxicants on the breath of the at fault driver, who admitted to having consumed approximately five beers and having a "good buzz going." The driver exhibited signs of intoxication, but was transported to Botsford Hospital due to his injuries. A search warrant for the man's blood was obtained and officers are charging the man with Operating While Intoxicated.

DOMESTIC ASSAULT AND BATTERY

On March 21st a Windsor (Ontario, Canada) resident called the station to file a delayed domestic assault and battery report. The caller stated that her daughter was assaulted by her father at his Drakeshire apartment during a court ordered custody visit. The caller had taken her daughter to a Windsor Ontario local hospital for treatment for minor injuries.

SOLICITING

A resident of Chatham Hills subdivision reported two males going door to door soliciting for roofing repair work. The area was checked and the males were found and had permits to solicit from Farmington Hills. The males did not realize they were in the City of Farmington at the time and were advised to apply for permits with the City of Farmington also. The males complied and left the area.

CREDIT CARD FRAUD

On March 21st, at approximately 4:13 p.m., a Heatherton Street resident came into this police department to report that he was the victim of a fraud. The man advised that he had previously sent a bill payment to his doctor with his credit card number on it, but the doctor's office never received it. Shortly thereafter his credit card was charged in

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excess of \$2,000 at a Verizon Wireless store in Pennsylvania. The incident has been forwarded to the Detective Bureau for further investigation.

SUSPICIOUS PERSONS

On March 21st, at approximately 5:50 p.m., officers were dispatched to a report of a suspicious vehicle with teenage occupants parked in the lot of Kensington Manor Apartments. Upon arrival officers learned from the reporting person that he suspects that drug activity was being conducted inside the vehicle. Officers spoke with the juveniles in the vehicle and noted a strong odor of burnt marijuana. The teens admitted to smoking marijuana so officers searched the vehicle but could not locate any illegal drugs. The juveniles were turned over to parents.

LARCENY FROM AUTOMOBILE

On March 21st, at approximately 8:50 p.m., an officer was dispatched to Drakeshire Apartment's for a report of a larceny of a stereo face plate. Upon arrival the officer interviewed the reporting person who advised of the following: The reporting person is watching the car of a friend who is currently staying in California. On March 20th the reporting person noted that the face plate from the vehicle's stereo was missing despite the vehicle being locked. The reporting person contacted the owner of the vehicle who urged the reporting person to contact the police. The investigating officer noted that the vehicle was the only vehicle attacked in the complex.

RECKLESS DRIVING

On March 21st, at approximately 10:16 p.m., a sergeant on patrol observed a Volkswagen chasing another car in the area of Orchard Lake Road and Ten Mile. The Volkswagen accelerated past the other vehicle, quickly cut into the other vehicle's lane and then abruptly pressed the brakes, nearly causing a collision. The sergeant stopped the Volkswagen who's driver explained that he had been in a verbal altercation with the other driver that had resulted in them honking horns at each other and "brake checking" each other. The driver of the Volkswagen wanted an apology from the other driver so he chased him down and attempted to make him stop. The driver of the Volkswagen was cited for reckless driving.

OPERATING WHILE INTOXICATED

On March 22nd, at approximately 2:47 a.m., an officer stopped a vehicle on Grand River near Warner for speeding. The officer learned the driver had been drinking in Dearborn Heights and was on his way home. The driver was administered roadside sobriety evaluations and failed. The driver submitted to a preliminary breath test with a result of .16. The driver was arrested for Operating While Intoxicated and taken to the public safety department. Once there he submitted to two breath samples which showed a .16 and a .15 breath alcohol level. The driver was held at the station awaiting sobriety and arraignment.

DRIVING WHILE LICENSE SUSPENDED/MISDEMEANOR WARRANTS

On March 22nd, at approximately 3:11 a.m., an officer stopped a vehicle for an

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equipment violation on M-5 near Farmington Road. A computer check of the driver showed him to have thirty-four suspensions on his driver's license and seventeen traffic warrants out of Detroit. The driver was arrested and transported to the public safety department and held for arraignment.

IDENTITY THEFT

On March 22nd a resident on Hillcrest Street came to the front desk to report an identity theft involving the fraudulent filing of a 2012 IRS tax return in both her and her husband's names. The resident did not know how anyone got their personal information and had already filed a report with the IRS.

LITTERING

On March 22nd, at approximately 5:45 p.m., an officer on patrol was stopped at the red light at Grand River and Shiawassee when he observed the rear seat passenger of a Chrysler Concorde throw a McDonald's cup out the window of the vehicle. The officer stopped the Chrysler and cited the passenger for littering. In addition, the teenage driver was cited for violating his graduated driver's license because he had too many non-family passengers in the vehicle.

PROPERTY DAMAGE ACCIDENT

On March 22nd, at approximately 10:38 p.m., officers responded to a report of a vehicle on fire inside a garage at a home on Brittany Hill Drive. Upon arrival with Engine #3, officers learned that the car was not on fire, but that the tires had been squealing in the garage causing them to smoke. The driver advised that she had been looking for an address on Brittany Hill Court when she noticed that she was on Brittany Hill Drive instead of the correct road. The driver decided to use the driveway of the residence to turn around, but had somehow accidentally hit the accelerator on the vehicle. The driver lost control of her vehicle, drove through the garage door of the home, struck the parked car inside, and then hit the wall of the home so hard that the stove on in the kitchen detached from the wall. Once inside the garage the driver continued to accelerate the vehicle, causing the tires to heat up and the home to fill with smoke. No one was injured in the crash and the woman was cited for careless driving.

OPERATING WHILE INTOXICATED

On March 23rd, at approximately 2:16 a.m., an officer stopped a vehicle on Grand River near Cass for speeding. The officer learned the driver had been drinking in Southfield and was on his way home. The driver was administered roadside sobriety evaluations and failed. The driver submitted to a preliminary breath test with a result of .12. The driver was arrested for Operating While Intoxicated and taken to the public safety department. Once there he submitted to two breath samples which showed a .12 and a .11 breath alcohol level. The driver was held at the station awaiting sobriety and arraignment.

FELONY WARRANT ARREST

On March 23rd, at approximately 3:03 a.m., an officer stopped a vehicle for improper lane use on M-5 near Farmington Road. A computer check of the passenger showed

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him to have felony arrest warrant out of Detroit for a weapon's offense. The driver was arrested and transported to the public safety department where he was held awaiting pick up by Detroit police.

JUVENILE COMPLAINTS/ASSAULT ON A POLICE OFFICER/SIMPLE ASSAULT

On March 24th, between the hours of 12:16 a.m. and 6:30 a.m., officers were called four separate times to respond to Zap Zone where they were holding a "lock-in" event. The event apparently went viral via Instagram and Facebook because Zap Zone staff reports a typical attendance of 100-150 when in this case there were an estimated 500 people in attendance. When Zap Zone opened the doors for the event, the juveniles rushed the doors causing the glass to flex and hinges to break. Officers, with the assistance of Farmington Hills police, dispersed the disobedient crowd who were upset that they could not all get into the event. A second call to the business was in regards to two teenagers who threatened to get a baseball bat to break out the windows of the business to gain entry. The third call was for an assault where one juvenile female pulled the hair and dragged another juvenile female. Upon trying to escort the assailant out of the building, she began swinging and punched an officer. The last call of the morning was a 9-1-1 hang-up where upon making contact with management, they advised that there was no problem at the moment, but that there was a rumor that a fight was to occur at 6:00 a.m. when the event let out. Officers stood by and there were no further incidents at the event's conclusion.

FAMILY TROUBLE

On March 25th, at approximately 11:30 a.m., officers responded to a residence on a domestic dispute. The boyfriend claimed his girlfriend assaulted him. Officers spoke with both parties and no assault occurred. Parties were separated and one left location.

BREAKING AND ENTERING

On March 27th, at 1:00 p.m., officers responded to Chatham Hills Apartments on a breaking and entering report. Resident stated he had only left his apartment for thirty minutes and upon returning discovered the door to his apartment had been pried open. A handgun and cash were stolen. The resident had locked the doorknob, but not the deadbolt.

UPDATE: Suspects have been identified and the handgun was recovered.

WELFARE CHECK

On March 27th, at approximately 4:05 p.m., an officer was dispatched to LG Auto on Farmington Road for a report of an intoxicated male at the business. Upon arrival the officer learned that the intoxicated male had been ordered by the 47th District Court to have a breath alcohol ignition interlock device installed on his vehicle as a condition of his probation. LG Auto installs these devices for numerous courts in the area. Once the staff at LG Auto realized that the man was intoxicated, they called the police in fear that he might drive away. The man submitted to a preliminary breath test with a result of a .07 BAC. The man was transported home by the officer and his probation officer was notified of the probation violation.

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MINOR CONSUMING ALCOHOL

On March 29th, at approximately 3:00 a.m., an officer stopped a vehicle for exiting the Village Mall the wrong way on a one way street. As the officer was conducting the stop, a friend of the vehicle's occupants approached the area. Contact was made with this individual and it was learned that he had been drinking alcohol (PBT .08). The individual was only nineteen years of age and was issued a citation for a Minor Consuming Alcohol and released from the scene.

DOMESTIC ASSAULT

On March 29th, at approximately 2:00 p.m., an officer was flagged down by a vehicle honking its horn on Farmington Road near Freedom Road. Upon investigating the officer found that the male passenger had assaulted the female driver while she was driving. The occupants were boyfriend and girlfriend and the fight was over money. The male was arrested for Domestic Assault.

LOST PROPERTY/CIVIL MATTER

On March 29th, at approximately 10:39 p.m., officers were dispatched to Kensington Manor Apartments for a possible fight in progress between juveniles. Upon arrival officers located the juveniles along with several parents. The juveniles told officers that a teenager that lives at Kensington Manor Apartment was visiting his friends in the Meadow's Subdivision when they all decided to ride their bikes. Since the teen did not have a bicycle at the friend's house, he borrowed a bicycle from his friend. After several hours the teen drove the bicycle home instead of returning it to his friend's house. The friend called the teen, wanting the bicycle back, but the teen refused and advised that his friend should come to his apartment to pick up the bicycle. The friend came to the complex with several other friends and searched the area for his bicycle. After not finding the bicycle the friend confronted the teen who advised that he had parked the bicycle next to the garbage dumpster. This angered the friend because the bicycle was worth over \$600 and because the teen had lost his bike. The dispute erupted into a skirmish that was quickly broken up. The parents of the two friends decided that they would work out repayment of the bicycle.

OPERATING WHILE INTOXICATED

On March 30th, at approximately 2:24 a.m., an officer stopped a vehicle on M-5 near Drake Road for speeding. The officer learned the driver had been drinking in Detroit and was on her way home. The driver failed roadside sobriety evaluations. The driver submitted to a preliminary breath test with a result of .11. The driver was arrested for Operating While Intoxicated and taken to the public safety department. Once there, she submitted to two breath samples which resulted in a .13 and a .12 breath alcohol level. The driver was held at the station awaiting sobriety and arraignment.

IDENTITY THEFT

On March 30th, at approximately 5:27 p.m., a resident of Warner Farms Subdivision came into this department to report that someone had fraudulently filed a tax return using her social security number. The woman learned that she was a victim when her tax accountant advised that the Internal Revenue Service would not allow a tax return to

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be submitted because one was already on record. The woman contacted the IRS who is investigating the incident.

MINOR CONSUMING ALCOHOL

On March 31st, at approximately 12:40 a.m., an officer stopped a vehicle for a burned out headlight in the area of Grand River and Orchard Lake. The officer made contact with the three occupants of the vehicle and discovered a passenger trying to conceal a fifteen pack of beer. The vehicles' occupants were all eighteen and nineteen year old college students who were home for the weekend. Minor In Possession of alcohol citations were issued and the alcohol was confiscated/poured out. The teens were released from the scene.

Year to Date Through March

Classification	2012	2013	% Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	1	-
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	-
09004 JUSTIFIABLE HOMICIDE	0	0	-
10001 KIDNAPPING/ABDUCTION	0	0	-
10002 PARENTAL KIDNAPPING	0	0	-
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	-
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	-
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	-
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	-
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	-
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	-
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	-
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	2	1	-50.0%
12000 ROBBERY	0	1	-
13001 NONAGGRAVATED ASSAULT	14	12	-14.3%
13002 AGGRAVATED/FELONIOUS ASSAULT	4	3	-25.0%
13003 INTIMIDATION/STALKING	4	3	-25.0%
20000 ARSON	0	0	-
21000 EXTORTION	0	0	-
22001 BURGLARY -FORCED ENTRY	4	5	25.0%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	0	-
23001 LARCENY -POCKETPICKING	0	0	-
23002 LARCENY -PURSESNAATCHING	0	0	-
23003 LARCENY -THEFT FROM BUILDING	13	3	-76.9%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	1	-
23005 LARCENY -THEFT FROM MOTOR VEHICLE	0	9	-
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	0	-100.0%
23007 LARCENY -OTHER	5	6	20.0%
24001 MOTOR VEHICLE THEFT	1	2	100.0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	-
24003 MOTOR VEHICLE FRAUD	0	0	-
25000 FORGERY/COUNTERFEITING	0	1	-
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	0	-
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	1	5	400.0%
26003 FRAUD -IMPERSONATION	4	7	75.0%
26004 FRAUD -WELFARE FRAUD	0	0	-
26005 FRAUD -WIRE FRAUD	0	1	-
27000 EMBEZZLEMENT	0	0	-
28000 STOLEN PROPERTY	1	0	-100.0%
29000 DAMAGE TO PROPERTY	11	1	-90.9%
30001 RETAIL FRAUD -MISREPRESENTATION	0	1	-

Year to Date Through March

4.E.a

Packet Pg. 37

Classification	2012	2013	% Change
30002 RETAIL FRAUD -THEFT	2	0	-100.0%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	-
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	10	5	-50.0%
35002 NARCOTIC EQUIPMENT VIOLATIONS	8	3	-62.5%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	-
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	-
37000 OBSCENITY	1	0	-100.0%
39001 GAMBLING- BETTING/WAGERING	0	0	-
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	-
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	-
39004 GAMBLING -SPORTS TAMPERING	0	0	-
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	-
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTI	1	0	-100.0%
51000 BRIBERY	0	0	-
52001 WEAPONS OFFENSE- CONCEALED	2	1	-50.0%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	-
52003 WEAPONS OFFENSE -OTHER	0	0	-
Total for Group A	89	72	-19.1%
01000 SOVEREIGNTY	0	0	-
02000 MILITARY	0	0	-
03000 IMMIGRATION	0	0	-
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	-
14000 ABORTION	0	0	-
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	1	0	-100.0%
22004 POSSESSION OF BURGLARY TOOLS	0	0	-
26006 FRAUD -BAD CHECKS	2	0	-100.0%
36003 PEEPING TOM	0	0	-
36004 SEX OFFENSE -OTHER	2	0	-100.0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	-
38002 FAMILY -NONSUPPORT	0	0	-
38003 FAMILY -OTHER	0	0	-
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	-
41002 LIQUOR VIOLATIONS -OTHER	12	8	-33.3%
42000 DRUNKENNESS	0	0	-
48000 OBSTRUCTING POLICE	3	1	-66.7%
49000 ESCAPE/FLIGHT	0	0	-
50000 OBSTRUCTING JUSTICE	26	6	-76.9%
53001 DISORDERLY CONDUCT	4	3	-25.0%
53002 PUBLIC PEACE -OTHER	7	1	-85.7%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	1	1	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	28	22	-21.4%

Year to Date Through March

4.E.a

Packet Pg. 38

Classification	2012	2013	% Change
55000 HEALTH AND SAFETY	1	1	0%
56000 CIVIL RIGHTS	0	0	-
57001 TRESPASS	5	2	-60.0%
57002 INVASION OF PRIVACY -OTHER	0	0	-
58000 SMUGGLING	0	0	-
59000 ELECTION LAWS	0	0	-
60000 ANTITRUST	0	0	-
61000 TAX/REVENUE	0	0	-
62000 CONSERVATION	0	2	-
63000 VAGRANCY	0	0	-
70000 JUVENILE RUNAWAY	0	3	-
73000 MISCELLANEOUS CRIMINAL OFFENSE	9	4	-55.6%
75000 SOLICITATION	0	0	-
77000 CONSPIRACY (ALL CRIMES)	0	0	-
Total for Group B	101	54	-46.5%
2800 JUVENILE OFFENSES AND COMPLAINTS	7	14	100.0%
2900 TRAFFIC OFFENSES	55	58	5.5%
3000 WARRANTS	53	63	18.9%
3100 TRAFFIC CRASHES	68	76	11.8%
3200 SICK / INJURY COMPLAINT	181	189	4.4%
3300 MISCELLANEOUS COMPLAINTS	368	354	-3.8%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	-
3500 NON-CRIMINAL COMPLAINTS	229	580	153.3%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	-
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	85	106	24.7%
3800 ANIMAL COMPLAINTS	22	27	22.7%
3900 ALARMS	67	64	-4.5%
Total for Group C	1135	1531	34.9%
2700 LOCAL ORDINANCES - GENERIC	0	0	-
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	2	100.0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	0	-100.0%
4200 PARKING CITATIONS	0	2	-
4300 LICENSE / TITLE / REGISTRATION CITATIONS	1	0	-100.0%
4400 WATERCRAFT CITATIONS	0	0	-
4500 MISCELLANEOUS A THROUGH UUUU	183	192	4.9%
4600 LIQUOR CITATIONS / SUMMONS	0	0	-
4700 COMMERCIAL VEHICLE CITATIONS	0	0	-
4800 LOCAL ORDINANCE WARNINGS	0	0	-
4900 TRAFFIC WARNINGS	0	0	-
Total for Group D	187	196	4.8%
5000 FIRE CLASSIFICATIONS	29	27	-6.9%

Year to Date Through March

4.E.a

Packet Pg. 39

Classification	2012	2013	% Change
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	-
Total for Group E	29	27	-6.9%
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	-
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	-
6200 ARREST ASSIST	0	0	-
6300 CANINE ACTIVITIES	0	0	-
6500 CRIME PREVENTION ACTIVITIES	0	0	-
6600 COURT / WARRANT ACTIVITIES	0	0	-
6700 INVESTIGATIVE ACTIVITIES	0	0	-
Total for Group F	0	0	-
Total for all Groups	1541	1880	22.0%

**Farmington City Council
Staff Report**
Council Meeting Date:
April 15, 2013

**Reference
Number
(ID # 1219)**
Submitted by: Robert Schulz,

Description: Special Event Request - South Farmington Baseball League Parade

Requested Action:

Authorize Permit request to hold South Farmington Baseball Parade

Background:

The South Farmington Baseball League has requested authorization to hold its annual parade on May 4, 2013, at 9:30 a.m. The request was to have the parade participants stage on the west side of city hall. The participants/parade will then proceed north across Grand River, east on Oakland Street, north on Farmington Road, east on Shiawassee Street and then end at City Park.

The proposed route does not cause the public safety department any concerns as this is the normal parade route from the past years that has worked without incident. As in the past, the public safety department will have two (2) officers assigned to assist with the parade on overtime.

Recommendation

Approve the request to hold the annual South Farmington Baseball League parade using the listed parade route.

Agenda Review
Review:

Robert Schulz Pending
City Manager Pending
City Council Pending



South Farmington Baseball
P.O. Box 1067
Farmington, MI 48332

Cheryl Poole
City Manager's Office
23600 Liberty Street
Farmington, MI 48335

Cheryl,

South Farmington Baseball would like to request a permit to conduct a parade to open our 2013 baseball /softball season. South Farmington Baseball works year round to promote baseball and softball to children in our community. We are proud to announce that we have had an upswing in the number of registrants this year! Therefore, the parade should be even more exciting, with even more small floats, banners, balloons and cheering families!

We are planning the parade for Saturday, May 4, 2013 and would like to assemble at City Hall. We will have organizers to assist in assembling the kids and keeping order throughout the parade route. We purpose to exit the lawn of City Hall, cross Grand River and head east on Oakland Street towards the Masonic Temple. We will then turn left and walk north on Farmington Road towards Shiawassee. We will turn right onto Shiawassee, heading east and continue until we reach our destination, the City Park Fields.

We have also sent a request to Annette Knowles, at City Development, to hang our lamp post banners throughout downtown Farmington.

We would like to thank the City of Farmington in advance for the consideration of our parade permit and their continued support. We are very proud of our organization and look forward to continuing our long standing relationship with the City of Farmington.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy Baker", with a long, sweeping underline.

Nancy Baker
Opening Day Director
248-890-7671
nancygordybaker@yahoo.com

**Farmington City Council
Staff Report**

Council Meeting Date:
April 15, 2013

**Reference
Number
(ID # 1220)**

Submitted by: Vincent Pastue, City Manager

Description: Special Event Request - Poppy Days

Requested Action:

Move to approve The American Legion Groves-Walker Post 346 "Poppy Days" special event request to offer poppies at major intersections throughout Farmington on May 17, 18 and 19, 2013.

Background:

The City received a letter from Mr. Cliff Lauzon with the American Legion Post 346 requesting permission to conduct their annual Poppy Days in the City of Farmington. The American Legion would be involved with offering poppies on a donation basis on the following days: May 17, 18, and 19. Depending on the number of members participating they will offer poppies at various intersections in Farmington

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending



American Legion Post 346
31775 Grand River Ave.
Farmington, MI 48336
248-478-9174

March 23, 2013

Mayor J. T, (Tom) Buck

City Of Farmington
23600 Libery
Farmington, Mi 48335

Dear Mayor Buck;

The American Legion, Department Of Michigan, has designated May 17, 18 and 19th, as "poppy Days" As always, the Groves-Walker Post and Auxiliary plan to offer Poppies to public on those days. We would be most Appreciative if the City Of Farmington, would proclaim May 17, 18 and 19th As "poppy Days" in the City Of Farmington, Michigan.

Sincerely

A handwritten signature in black ink that reads "Cliff Lauzon". The signature is written in a cursive style.

Cliff Lauzon
Poppy Chairman
Groves-Walker Post 346
The American Legion
248-851-6518
clifflauzon@yahoo.com

**Farmington City Council
Staff Report**
Council Meeting Date:
April 15, 2013

**Reference
Number
(ID # 1221)**
Submitted by: Vincent Pastue, City Manager

Description: Special Event Request - Walk for Values

Requested Action:

Move to approve special event request for the Sathya Sai Organization- Walk for Values USA scheduled July 27, 2013

Background:

The City received a special event request from Ramesh Malladi, representative from Sathya Sai Organization of USA - Detroit Metro Center. This is a spiritual service organization which has organized Walk for Values USA to raise awareness of human values.

They are proposing a walk Saturday, July 27th 9:00 a.m. - 1:00 p.m. The walk will start at Shiawassee Park to Power Road and then proceed toward Grand River to Farmington Road into the Downtown Farmington Center. Attached is a map and detailed directions for the walk. Public Safety reviewed the request and will post No Parking signs where needed.

City Council approved Walk for Values in 2011 for the Sathya Sai Organization. Even though this was to be an annual event a walk was not scheduled for 2012, however they are again requesting that this be an annual event. City Administration is recommending approval of the special event request.

Agenda Review
Review:

Vincent Pastue **Pending**
City Manager **Pending**
City Council Pending

CITY OF FARMINGTON SPECIAL EVENT APPLICATION

Directions: 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 thirty (30) days prior to the starting date of the event.

Sponsoring

Organization's

Legal Name Satyasa Sai Organization USA Phone 248 471 2615

Organization Address 2320 SPRINGBROOK DRIVE, F.H. MI 48336

Organization's Agent Ramesh Malladi Phone 248 471 2615

Agent's Title Event Organization

Agent's Address 45076, Roundview Drive Novi, MI 48375

Event Name Walk for Values USA

Event Purpose To Walk in affirmation to Practice

Human Values in our daily life namely TRUTH, PEACE
RIGHT CONDUCT
LOVE NON VIOLENCE

Event Dates JULY 27th 2013.

Event Times 9:00 Am to 1 PM

Event Location Shiawassee park. Farmington MI

1. **TYPE OF EVENT:** Based on Policy Section 2, this event is

- | | | | |
|-------------------------------------|------------------------|--------------------------|------------------------|
| <input type="checkbox"/> | City Operated Event | <input type="checkbox"/> | Co-Sponsored Event |
| <input checked="" type="checkbox"/> | Other Non-Profit Event | <input type="checkbox"/> | Other For-Profit Event |

2. **ANNUAL EVENT:** Is this event expected to occur next year? [YES] [NO]

If YES, you can reserve a date for next year with this application (See Policy Section 15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (i.e., third weekend in July) last weekend of July or August

Next year's specific dates: Yet to be determined

3. **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.

4. **VENDORS:** Food Concessions [YES] [NO] Other vendors [YES] [NO]

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

5. **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 illustration sheet on page 4 and include with the application.**

6. **EXEMPT PARKING:** Are you requesting exempt parking? (See Policy Section 5)

[YES] [NO]

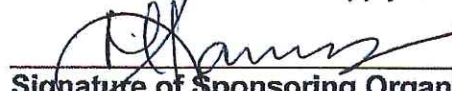
7. **OTHER REQUESTS:** _____

8. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

- a. 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, I hereby apply for approval of this special event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval and all other City requirements, ordinances and other laws which apply to this special event.

04/9/13
Date


Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least thirty (30) days prior to the first day of the event to:

City of Farmington
City Manager's Office
23600 Liberty St.
Farmington, MI 48335

Phone: (248) 474-5500, ext. 221

City of Farmington General Rules and Regulations

INDEMNIFICATION AGREEMENT

The Satyasai Organization USA agree(s) to defend, indemnify, and hold harmless the City of Farmington, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the _____ by reason of any damage to property, personal injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Farmington or by third parties, or by the agents, servants, employees or factors of any of them.

Signature  Date: 4/9/13

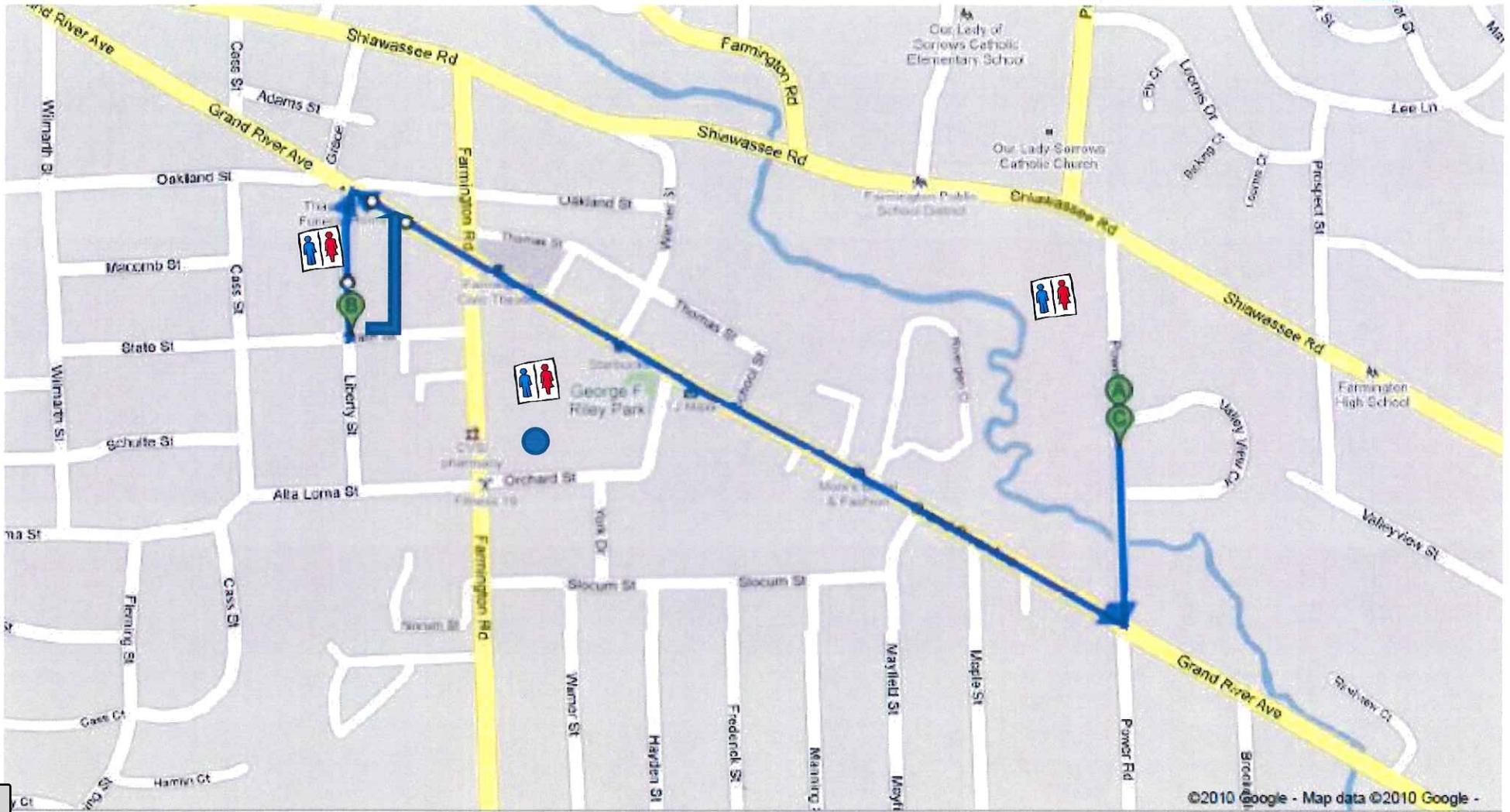
Witness _____ Date: _____



Walk for Values USA – Detroit Metro – July 27th 2013

- Head South on Power Road
- Turn Right going West on Grand River Ave
- Turn Left on Liberty after crossing Farmington Road
- Turn Left on State Street
- Turn Left into the City Hall parking Lot
- Turn Right on Grand River Ave
- Turn Left on Power Road
- End at the Shiawassee park

For detailed description see next page



- A- Starting point of Walk
- B – City Hall
- C – End of Walk



Downtown Farmington Center pavilion Lawn Water Station and Information Booth



Restrooms



Walk for Values USA – Detroit Metro – July 27th 2013

Detailed Directions for the Walk

- Walk will start on Shiawasee park to **Power Road**
- Head **south** on Power Road toward **Grand River Ave**
- Cross **Grand River Ave** and turn right to take the south side of the sidewalk heading **west**
(CITY POLICE WILL HELP THE GROUP CROSS GRAND RIVER AVE)
- Stay on the sidewalk and head towards the downtown and cross **Farmington Road**
(First water station and a table with brochures for distribution at the George F Riley Park Lawn)
(CITY POLICE WILL HELP THE GROUP CROSS Farmington Road)
- Turn left on Liberty street heading south up to the Farmington City Library on State street
- Turn left into the parking lot of the library heading **north** towards the City hall building
(Second Water Station at the City Hall Parking Lot and Restrooms)
- Wait till the end of the line has cleared the sidewalk on **Grand River Ave**
- Then head **north** towards **Grand River Ave**
- Turn Right on **Grand River Ave** heading **east**
- Continue to stay on the **south** side of the sidewalk of **Grand River Ave**
- Cross **Farmington Road** to continue on the **south** side sidewalk on **Grand River Ave** heading **east**
(CITY POLICE WILL HELP THE GROUP CROSS FARMINGTON ROAD)
- Continue up to **Power Road** to turn left heading **north** but wait for the help to cross **Grand River Ave.**
(CITY POLICE WILL HELP THE GROUP CROSS GRAND RIVER AVE)
- Cross **Grand River Ave** to enter back into **Power Road** heading **north**
- Walk will end at the Shiawasee Park on **Power Road** where started.

**Farmington City Council
Staff Report**

Council Meeting Date:
April 15, 2013

**Reference
Number**

Submitted by: Vincent Pastue, City Manager

Description: Consideration of Resolution Recognizing F/FH Education Foundation as a Non-Profit Organization Within the City of Farmington for Purposes of Receiving a Charitable Gaming License

Requested Action:

Move to adopt Charitable Gaming License resolution recognizing the Farmington/Farmington Hills Education Foundation as a non-profit organization within the City of Farmington

Background:

The City of Farmington received a request from the Farmington/Farmington Hills Education Foundation "Foundation" to adopt a resolution recognizing them as a non-profit organization within the City of Farmington. The Foundation funds and supports additional learning opportunities to benefit the students of the Farmington Public Schools focusing investment in four areas: technology, scholastic achievement, the arts, and extracurricular enrichment.

The Foundation is requesting this recognition in order to qualify for a charitable gaming license in order to hold auction raffles. Based on the review by Administration, it appears they meet the minimum requirements established by the Michigan Gaming Commission which is that they are established as a non-profit under Section 501(c)(3) of the IRS Code and are based within the City of Farmington. The principal office and headquarters as contained in the Articles of Incorporation is 32500 Shiawassee. The articles of incorporation, bylaws, and IRS letter certifying that they are a 501(c)(3) organization are available for review in the City Manager's office.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

RESOLUTION NO. (ID # 1225)



Fostering investment for innovative educational opportunities that benefit the students of Farmington Public Schools

- David Sampson**
Chair
- Dan Riehl**
Vice Chair
- Janet Holm**
Treasurer
- David Roggenkamp**
Secretary
- Susan H Zurvalec**
Exofficio
Superintendent
- Frank L Reid**
Exofficio
Board of Education
- Chris Greig**
Executive Director
- Trustees**
- Kurien Abraham
- Jeff Cohen
- Frankie Darcell
- Jerry Ellis
- Lou Ann Goldblatt
- Michele Jakacki
- Tina Jensen
- Cory Joyrich
- Asim Khan
- Steve McKelvey
- Deb Molloy
- Jim Sturdy
- Ara Topouzian
- Tom Wilkinson
- David Workman

April 9, 2013

Mr. Vince Pastue
Farmington City Manager
23600 Liberty Street
Farmington, MI 48335

Re: Recognition of Farmington/Farmington Hills Education Foundation as a Non-profit Organization within the City of Farmington

Dear Vince:

The Farmington/Farmington Hills Education Foundation, established in July 2012, respectfully requests recognition by the City of Farmington as a non-profit organization within the City of Farmington Hills. Formal recognition is required to obtain a Charitable Gaming license for auction raffles from the State of Michigan.

Included in this request are the Michigan Gaming Qualification forms, a digitally signed copy of our bylaws, the Foundation's Articles of Incorporation, and the IRS Section 501(c)(3) Determination Letter. The Articles of Incorporation include Article II stating we are organized exclusively under section 501(c)(3) of the Internal Revenue Code and Article VII stating our asset distribution policy in the event of dissolution.

Thank you in advance for your assistance with our qualifications. We appreciate the support of the City of Farmington. We look forward to many partnerships in the future.

Sincerely,

Chris Greig
Executive Director
Farmington/Farmington Hills Education Foundation

cc: David Sampson, Chair, Farmington/Farmington Hills Education Foundation
Susan H. Zurvalec, Superintendent, Farmington Public Schools



LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES (Required by MCL.432.103(K)(ii))

At a REGULAR meeting of the FARMINGTON CITY COUNCIL meeting of the FARMINGTON CITY COUNCIL

called to order by on APRIL 15, 2013 DATE

at a.m./p.m. the following resolution was offered: TIME

Moved by and supported by

that the request from FARMINGTON/FARMINGTON HILLS EDUCATION FOUNDATION of FARMINGTON

county of OAKLAND, asking that they be recognized as a COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses, be considered for APPROVAL APPROVAL/DISAPPROVAL

APPROVAL DISAPPROVAL
Yeas: Nays: Absent: Yeas: Nays: Absent:

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the at a meeting held on

SIGNED: TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

**Farmington City Council
Staff Report**

Council Meeting Date:
April 15, 2013

**Reference
Number
(ID # 1222)**

Submitted by: Vincent Pastue, City Manager

Description: Memorial Day Parade - Rocky Raczkowski, Parade Chairman

Requested Action:

Move to approve the use of Grand River on Monday, May 27, 013 from 9:00 a.m. to 1:00 p.m. for conducting the Memorial Day parade. Further, the Council holds the State of Michigan Department of Transportation harmless from any liability that may result from the closing of Grand River and authorize the Public Safety Department to file for the permit with MDOT for the closing of Grand River

Background:

The City of Farmington received its annual request from Mr. Andrew Rocky Raczkowski, Parade Chairman representing Post 346 American Legion regarding the Memorial Day Parade. The American Legion is planning to celebrate Memorial Day on Monday, May 27, 2013. The parade will begin at 10:00 a.m. from the Farmington Plaza on Grand River. The parade will terminate at Memorial Park across from City Hall. At its conclusion, the parade will have a memorial service. Mr. Raczkowski asks that the City apply for a State Highway Permit so that the parade can be conducted.

Parade Chairman Raczkowski extends an invitation to City Council to attend the parade and the memorial ceremony.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending



FARMINGTON MEMORIAL DAY PARADE

Post 346 American Legion Parade Committee
 C/O A. Rocky Raczkowski
 32064 Bonnet Hill
 Farmington Hills, MI 48334

5 March, 2013

SUBJECT: Annual Farmington Memorial Day Parade Request

Dear Mr. Manager, Mayor and Council:

It is with great pleasure that I write this letter to inform you that the Memorial Day Parade Committee of American Legion Post 346 is once again planning to host Memorial Day activities for the Farmington Community.

As in past years, through the joint efforts of the many Veterans Organizations within the Farmington Area, we are planning to celebrate Memorial Day on Monday, May 27th, 2013. The focal point of the festivities will be the annual parade and we ask that you accept this letter as our formal request for a parade permit for our annual Farmington Area Memorial Day Parade.

The parade plans are tentatively scheduled as follows:

1. The parade will commence at 10:00am from the Farmington Plaza on Grand River Avenue.
2. The parade will travel west on Grand River, and end at Oakland Avenue, where a memorial service will take place at the War Monument.
3. In keeping with tradition, we plan on recognizing the City of Farmington and Farmington Hills, our veterans, their families and those that have give the ultimate sacrifice.

I respectfully appeal for an approval to this request and would ask to impose upon you and your office to send an informative copy to the City of Farmington Hills, City Manager's Office upon the approval of the requested permit.

I would like to thank you in advance for your cooperation and support in this matter. Also, If I can ever be of any assistance in this matter, please feel free to contact me personally.

Sincerely,

Rocky

Andrew Rocky Raczkowski
 Parade Chairman
 Post 346 American Legion

ARR/ma

Attachment: Parade Request Letter 2013 (City of Farmington) (1222 : Memorial Day Parade)

**Farmington City Council
Staff Report**

Council Meeting Date:
April 15, 2013

**Reference
Number
(ID # 1223)**

Submitted by: Vincent Pastue, City Manager

Description: Botsford Hospital Community Health Needs Assessment - Dr. Paul LaCasse and Margo Gorchow

Requested Action:

Background:

Agenda Review

Review:

Vincent Pastue Pending

City Manager Pending

City Council Pending

**Farmington City Council
Staff Report**
Council Meeting Date:
April 15, 2013

**Reference
Number
(ID # 1224)**
Submitted by: Vincent Pastue, City Manager

Description: Special Event Request - Swinginfusion, LLC

Requested Action:

Move to approve special event request for Swinginfusion, LLC scheduled every Thursday, May 2 through October 31, 2013, 8:30 - 11:30 p.m.

Background:

The City received a special event request from Alexander Steward, Manager for Swinginfusion, LLC. Since 2006 Mr. Steward and a group of about 100 young people assemble in Sundquist Pavilion every Thursday evening for swing dancing. Mr. Steward was informed by the DDA that since this group regularly uses the Sundquist Pavilion it would be advisable to submit a special event request to avoid potential conflicts.

Mr. Steward usually DJs the weekly dance, however he will have a live band performing August 15. To cover the cost of the band, dancers will pay a nominal fee of \$5 each. Mr. Steward expects about 150 people to attend.

Mr. Steward would like to extend the hours of this event to 11:40 p.m. beginning at the end of the school year in June and running through the end of August. Therefore he is also requesting a waiver of the city sound ordinance Article V, Section 19-130. - Radio and musical instruments which states:

*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.*

City Administration recommends approval of the following:

1. Swinginfusion in Sundquist Pavilion every Thursday May 2 through October 31, 2013, 8:30 - 11:30 p.m.
2. Swinginfusion with a live band performance in Sundquist Pavilion August 15, 2013 with a \$5 cover cost.
3. Waive the City Sound Ordinance to allow Swinginfusion to extend operation until 11:40 p.m. from the end of the school year in June through the end of August.

Agenda Review
Review:

Vincent Pastue	Pending
City Manager	Pending

City Council Pending

CITY OF FARMINGTON SPECIAL EVENT APPLICATION

Directions: 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 thirty (30) days prior to the starting date of the event.

Sponsoring Organization's Legal Name SWINGINFUSION, INC Phone 313-231-2046
 Organization Address 19981 Pollyanna Dr. Livonia MI 48152
 Organization's Agent Alexander Steward Phone 313-231-2046
 Agent's Title DJ/Manager
 Agent's Address 19981 Pollyanna Dr. Livonia MI 48152
 Event Name Thursday Night Weekly SWING Dance
 Event Purpose SWING Dancing

Event Dates Every Thursday from May 2nd through October 31st
 Event Times 8:30 - 11:30 pm
 Event Location Walter E. Sindgult Pavilion

1. TYPE OF EVENT: Based on Policy Section 2, this event is

- | | | | |
|-------------------------------------|------------------------|--------------------------|------------------------|
| <input type="checkbox"/> | City Operated Event | <input type="checkbox"/> | Co-Sponsored Event |
| <input checked="" type="checkbox"/> | Other Non-Profit Event | <input type="checkbox"/> | Other For-Profit Event |

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO

If YES, you can reserve a date for next year with this application (See Policy Section 15). To reserve dates for next year, please provide the following information:

Normal Event Schedule Every Thursday between May 2nd
(i.e., third weekend in July) through October 31st

Next year's specific dates: Every Thursday from May 1st through
October 30th, 2014

3. **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.

4. **VENDORS:** Food Concessions [YES] NO Other vendors [YES] NO

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

5. **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 illustration sheet on page 4 and include with the application.**

6. **EXEMPT PARKING:** Are you requesting exempt parking? (See Policy Section 5)

[YES] [NO]

7. **OTHER REQUESTS:** Special Events permit for the Gordon
August 15th, 2013. Waiver to city sound
ordinance between end of June (current school year)
through end of August to extend to 11:30-11:40.

8. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:

- a. 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, I hereby 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.

4/11/13
Date

Alexander Stearns
Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least thirty (30) days prior to the first day of the event to:

City of Farmington
City Manager's Office
23600 Liberty St.
Farmington, MI 48335

Phone: (248) 474-5500, ext. 221

City of Farmington General Rules and Regulations

INDEMNIFICATION AGREEMENT

The SWINGINFUSION, INC agree(s) to defend, indemnify, and hold harmless the City of Farmington, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the _____ by reason of any damage to property, personal injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Farmington or by third parties, or by the agents, servants, employees or factors of any of them.

Signature: Alexander Seaman Date: 4/1/13

Witness _____ Date: _____

**Farmington City Council
Staff Report****Council Meeting Date:**
April 15, 2013**Reference
Number
(ID # 1229)****Submitted by:** Vincent Pastue, City Manager**Description:** Farmers Market**Requested Action:****Background:****Agenda Review****Review:****Vincent Pastue Pending
City Manager Pending
City Council Pending**

**Farmington City Council
Staff Report**

Council Meeting Date:
April 15, 2013

**Reference
Number
(ID # 1226)**

Submitted by: Vincent Pastue, City Manager

Description: Farmington Public Safety Joining Oakland County Tactical Training Consortium (OakTac)

Requested Action:

Authorize the City Manager and Mayor to sign the Binder Agreement with the Oakland County Tactical Training Consortium

Background:

Oaktac started out as Auburn Hills, Bloomfield Hills, Farmington Hills, Ferndale, Novi, Oak Park, Royal Oak, Troy, the Oakland County Sheriff's Office, and West Bloomfield Township. This group has been officially known as the Oakland County Tactical Training Consortium for about one (1) year, but has been cooperating together for more than five (5) years. The number of departments officially joining has been increasing to the point that over one million residents in Oakland County will be protected by Oaktac trained departments. Oaktac is a formally recognized legal government unit.

Oaktac has already provided training in the area of small squad tactics for civil disturbance/unrest incidents. The advantage is that all law enforcement officers in Oakland County have standard training and can work side by side with other agencies at an incident. Farmington Public Safety officers have attended this training. Oaktac is currently working on standard training for responding to active shooter incidents.

The public safety department is requesting authorization to formally join Oaktac so that the department can have a vote on the areas that training will be conducted and the tactics employed. Oaktac has also received over \$125,000.00 in grants to assist with the cost of training, purchase of training equipment and tactical gear.

The legal documents have been reviewed by City Attorney Tom Schultz. Mr. Schultz commented that with the limited nature of the agreement, they see no legal impediment to the city entering into this agreement with other area communities.

Agenda Review

Review:

Vincent Pastue Pending

City Manager Pending

City Council Pending

**INTERLOCAL AGREEMENT FORMALLY ESTABLISHING THE OAKLAND
COUNTY TACTICAL TRAINING CONSORTIUM**

This Interlocal Service Agreement is made by and between the following governmental units, hereinafter referred to as "Members":

Oakland County
1200 N. Telegraph Road
Pontiac, Michigan 48341

City of Auburn Hills
1827 N. Squirrel Road
Auburn Hills, Michigan 48326

City of Bloomfield Hills
45 E. Long Lake Road
Bloomfield Hills, Michigan 48304

City of Farmington Hills
31555 W. Eleven Mile Road
Farmington Hills, Michigan 48336

City of Ferndale
310 E. 9 Mile Road
Ferndale, Michigan 48220

City of Novi
45175 W. 10 Mile Road
Novi, Michigan 48375

City of Oak Park
13600 Oak Park Blvd
Oak Park, Michigan 48237

City of Royal Oak
211 Williams Street
Royal Oak, Michigan 48067

City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

RECITALS

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501, et. seq. (the "Act"), permit governmental units to exercise jointly with other governmental units any power, privilege or authority which such governmental units share in common which each might exercise separately; and

WHEREAS, all Members have the authority to purchase equipment and engage in tactical training for their police personnel for certification, practice and maintaining proficiency of police officers for the protection of the public for their respective governmental unit only; and

WHEREAS, the Members have mutually agreed that this Agreement be entered into to allow the Members to establish and implement cooperative programs and activities on a continuing basis to train their police personnel in small squad tactics and use of weapons for specific situations such as, but not limited to, hostage situations, events requiring use of special weapons and tactics ("S.W.A.T."), terrorist situations and Homeland Security defense; to purchase and supply weapons and equipment; to train multiple agencies for large scale critical situations requiring trained police personnel on a county wide basis; and to develop protocol and procedures for communication between multiple agencies during such situations; and

WHEREAS, the prior to the execution of this Agreement, Member sheriff/police departments established an organization known as the "Oakland County Tactical Training Consortium", also known as "OAK-TAC", to provide for the common goal of training police personnel in multiple jurisdictions by a more efficient and cost effective use of training personnel and to insure standardization of communications and training and tactical techniques for governmental units; and

WHEREAS, the OAK-TAC participants desire to formalize their goals and objectives by entering into this Agreement ; and

WHEREAS, pursuant to resolution of each Member's legislative body, the Members each have the authority to execute this Interlocal Agreement for Formally Establishing the Oakland County Tactical Training Consortium to also be known as OAK-TAC ("Agreement") to allow each Member's sheriff/police department to participate in tactical training through and organization under the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, understandings and agreements set forth above and in this Agreement, the Members agree to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

1.Membership. Prior to the effective date of this Agreement, each Member's sheriff/police department has been a party to an organization known as the "Oakland County Tactical Training Consortium", also known as "OAK-TAC". Each Member shall remain a Member of OAK-TAC but only if the legislative body of the Member's governmental unit passes a resolution approving this Agreement and authorizing the appropriate signatory to execute this Agreement on behalf of the governmental unit and this Agreement is executed by the authorized signatories of the Member governmental unit.

2.Time Limit for Obtaining Resolution and Executing Agreement. Governmental units listed on this Agreement shall have until April 1, 2012 to obtain a resolution from its governing body approving the Agreement and authorizing appropriate signatories to sign the Agreement. Any of the governmental units listed on this Agreement who fail to obtain a resolution and signed the Agreement by April 1, 2012 shall not be accepted into OAK-TAC without complying with the requirements of Paragraph 7, New Members.

3.Purposes. Members mutually agree that the general purpose of OAK-TAC is to establish and implement cooperative programs and activities on a continuing basis to train police personnel in small squad tactics and use of weapons for specific situations such as, but not limited to, hostage situations, events requiring use of special weapons and tactics ("S.W.A.T."), terrorist situations and Homeland Security defense; to purchase and supply weapons and equipment; to train multiple agencies for large scale critical situations requiring numerous trained police personnel on a county wide basis; and to develop protocol and procedures for communication between multiple agencies during such situations.

4.Board of Directors. The Sheriff or Chief of Police or his/her designee, of each Member shall hold one (1) seat on the OAK-TAC Board of Directors. Each Member, through its Sheriff or Chief of Police, or his/her designee, shall have one (1) vote on any motion of the OAK-TAC Board of Directors.

5.Powers of Board of Directors. OAK-TAC, through its Board of Directors, shall have the power and duty to establish policies and procedures for meetings and to elect officers; to determine the topics of training; to implement training programs; to select training instructors and personnel; to provide for equipment, protective gear and venues for training; to set dates and times for training; to establish the criteria for those eligibility for specific training; to establish communication protocol between multiple agencies and to establish committees and sub-committees as set out in the OAK-TAC Bylaws to assist with these duties.

6.First Meeting and Adoption of Bylaws. The first meeting of the Board of Directors shall occur no later than six (6) months after the execution of this Agreement by at least two (2) governmental entities whose legislative bodies have approved and authorized the execution of the Agreement. At the first meeting, the Board of Directors shall adopt By Laws, a sample of which is attached hereto as Exhibit A.

After initial adoption, the Board of Directors may amend, alter, revise, delete provisions or add provisions to the By Laws upon a two-third (2/3) vote of the total number of Board of Directors and any amendments, alteration, revision, deletion or addition shall not be effective for a period of thirty (30) days following approval by the Board.

7.New Membership. The OAK-TAC Board of Directors shall have the power to determine if a non-member police department should be allowed to join OAK-TAC but only if that police department is a governmental unit of Oakland County, Michigan and has petitioned the Board of Directors for membership. The Board of Directors may approve membership for the petitioning governmental unit conditioned upon the governmental unit obtaining a certified resolution of its legislative body which approves this Agreement and authorizes the appropriate signatory to execute the Binder Agreement attached hereto and incorporated herein as Exhibit B. Execution of that Binder Agreement results in the acceptance of all terms and conditions set out in this Agreement. The certified resolution and an executed copy of the Binder Agreement shall be presented to the Board of Directors for vote to determine if the Board of Directors authorizes the President and Secretary to execute the Binder Agreement on behalf of OAK-TAC. If the Petitioning Member has been conditionally approved for membership but the OAK-TAC Board of Directors is not given a certified resolution and an executed copy of the Binder Agreement within six (6) months after the date of conditional approval, the conditional approval becomes null and void and a Petitioning Member must file a new request for membership. A two-third (2/3) vote of the total number of Members is required to authorize the President and Secretary to execute the Binder Agreement and accept the petitioner as a Member of OAK-TAC. Membership will become effective after execution of the Binder Agreement by the authorized representatives of the new Member and OAK-TAC.

8.Funding. OAK-TAC is also authorized under this Agreement to pursue grant funding for OAK-TAC for programs, equipment, gear and non-member training personnel. No Member match shall be authorized, except upon approval of the Board. The Treasurer of OAK-TAC shall be custodian and sole depositor of the funds of OAK-TAC and shall only disburse funds as authorized by the Board of Directors. If OAK-TAC is successful in obtaining grant funding and if the grant so allows, the Board of Directors may approve, by a majority vote, reimbursement of costs incurred by any specific Member for training and equipment utilized exclusively by or for OAK-TAC. Any equipment, gear or other property purchased by grant or otherwise by OAK-TAC shall remain the property of OAK-TAC.

9. Compensation. No member of the Board of Directors, including its elected officers, shall receive compensation from OAK-TAC for the performance of their duties. A Member may be reimbursed for costs to that Member incurred for OAK-TAC business meetings or other expenses, if such costs and/or expenses are approved by motion of the Board of Directors.

10. Non-Exclusive Training. No Member's sheriff/police department is obligated under this Agreement to use OAK-TAC exclusively for training and is expressly allowed to seek other training programs or to train internally on an as needed basis without violating this Agreement.

11. Membership Fee. There shall be no fee to any Member to participate in this Agreement unless fees are adopted under the terms set out in the OAK-TAC Bylaws.

12. Removal of Members. A Member may be removed for just cause upon a two-thirds (2/3) vote of the total number of Members.

13. Termination of Agreement. Regardless of the terms of the Agreement, any Member may withdraw from OAK-TAC for any reason or no reason upon a minimum thirty (30) days written notice. The termination and withdrawal of any Member shall not terminate or have any effect upon the provisions of the Agreement as long as there are two (2) remaining Members to this Agreement, including Members who have executed Binder Agreements.

14. Termination of OAK-TAC. This Agreement shall continue until terminated as follows:

- (a) There is only one remaining Member; or
- (b) A unanimous vote of termination by the all the Members.

15. Assets Upon Termination. Upon termination of this Agreement, any expenses or outstanding liability shall be paid first through any remaining assets of the consortium and thereafter, any remaining assets shall be distributed to the Members on an equitable basis as determined by the Board.

16. Compliance with Law. Members represent to each other that its police personnel shall comply with all federal, state and local ordinances.

17. No Employer-Employee Relationship. The Members agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Members. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or service performed under this Agreement.

18. Permits and Licenses. Each Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and agents necessary to perform all its obligations under this Agreement. Upon request by the OAK-TAC Board of Directors, a Member shall furnish copies of any permits, licenses, certificate or government authorization to the Board of Directors.

19. Liability for Member's Employees. Each Member agrees to be liable for disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation benefits, for its own employees.

20. Liability. Each Member shall be responsible for any claims made against that Party and for the acts of its employees or agents.

In any claims that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including attorney fees.

Except as otherwise provide in this Agreement, no Member shall have any right under any legal principle to be indemnified by the other Members or any of their employees or agents in connection with any claim.

This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any Member.

21. Insurance. Within ten (10) days from the execution of this Agreement, each Member shall provide a Certificates of Insurance, acceptable to the other Members, demonstrating that general liability coverage is available for any and all claims for personal injury or property damage which are or might be caused by training of Members under this Agreement. Each Member agrees to keep said insurance coverage in full force and effect for the term of this Agreement or any renewals thereof. Each Member shall submit to the other Members, prior to the expiration of any insurance coverage, the new Certificate(s) of Insurance acceptable to the other Members. Any Certificate(s) of Insurance shall name the other Members as an additional insured and contain the following cancellation notice:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder.”

Any Member may request a copy of said insurance certificate at any time during this Agreement. Failure to produce a certificate of insurance within twenty (20) days of a request by a Member shall allow the requesting Member to petition the OAK-TAC Board of Directors to terminate the Agreement as to that specific Member.

A lapse in the insurance coverage required under the Agreement shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically as to that Member only at any time such a lapse in coverage exists.

The Members agree that they shall promptly deliver to the other Members written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature that the other Member becomes aware of and which involves training or any program or activity under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the Members agree to cooperate with one another in any investigation conducted by any other Member regarding any acts or performances of any services under this Agreement.

22. Continuing Obligation. The Members agree that all promises, waivers of liability, representations, insurance coverage obligations, liabilities, payment obligations and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transaction that occurred before termination of this Agreement, shall survive the termination.

23. Notice. Any written notice required or permitted under the Agreement shall be considered delivered to a Member as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service. Unless specifically otherwise set out in the Agreement, all writing sent to each Member shall be sent to the address set out for each Member at the beginning of this Agreement or to an updated address provided to the OAK-TAC Board of Directors.

24. No Waiver of Governmental Immunity. All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules which apply to the activities of parties, officers, agencies, and employees of any governmental agency when performing its functions, shall apply to the same degree and extent to the performance of such functions and duties under the provisions of this Agreement. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Member of governmental immunity as provided under law.

25. Entire Agreement. This Agreement sets forth the entire Agreement between the Members. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any Member. The Members have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

26. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from the Agreement. The remainder of this Agreement shall remain in full force.

27. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan or the United States District Court for the Eastern District of Michigan, Southern Division as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

28. Recitals. The Recitals shall be considered an integral part of this Agreement.

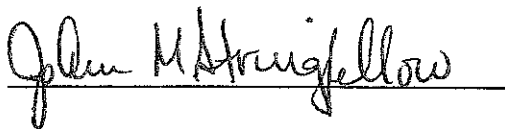
29. No Implied Waiver. No fact, failure or delay by a Member to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any Member shall subsequently affect its right to require strict performance of this Agreement.

30. Counterpart Signatures and Record Keeping of Original. This Agreement may be signed in counterpart. A copy of each original signature page for each Member all be filed for record keeping with the Secretary of OAK-TAC.

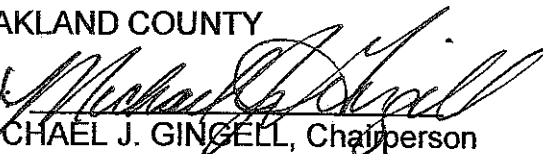
IN WITNESS WHEREOF, this Agreement is executed by the Member on the date set out on the signature line for each Member. This Agreement becomes effective when at least two (2) Members have affixed their signatures affixed hereto and an executed copy is sent by first class mail to the Michigan Secretary of State and the Oakland County Clerk.

WITNESSES:





OAKLAND COUNTY

By: 
MICHAEL J. GINGELL, Chairperson
Oakland County Board of
Commissioners

Dated: 4-30-12

CITY OF NOVI
Robert Gatt
By: Robert Gatt, Mayor

Maryanne Cornelius
By: Maryanne Cornelius, City Clerk

Dated: APRIL 9, 2012

CITY OF OAK PARK

Marion Meisner McClellan
By: Marion Meisner McClellan, Mayor

Tonni Bartholomew
By: Tonni Bartholomew, City Clerk

Dated: _____

CITY OF ROYAL OAK

Jim Ellison
By: Jim Ellison, Mayor

Melanie Halas
By: Melanie Halas, City Clerk

Dated: _____

CITY OF TROY

Janice Daniels
By: Janice Daniels, Mayor

Aileen Bittner
By: Aileen Bittner, City Clerk

Dated: _____

CITY OF AUBURN HILLS

By: James McDonald, Mayor

By: Peter Auger, City Manager

Dated: _____

CITY OF BLOOMFIELD HILLS

By: Michael Zambricki, Mayor

By: Jay W. Cravens, City Manager

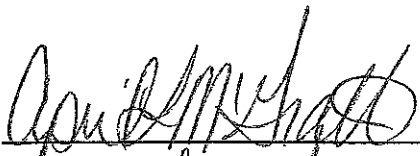
Dated: _____

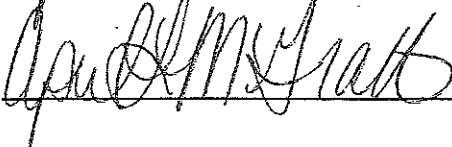
CITY OF FARMINGTON HILLS

By: Barry Brickner, Mayor


By: Pam Smith, City Clerk

Dated: _____





CITY OF FERNDALE


By: David Coulter, Mayor


By: J. Cherilynn Tallman, City Clerk

Dated: 3-12-12

CITY OF AUBURN HILLS

By: James McDonald, Mayor

By: Peter Auger, City Manager

Dated: _____

CITY OF BLOOMFIELD HILLS

Amy J. Proctor

M. Zambricki
By: Michael Zambricki, Mayor

J. W. Cravens
By: Jay W. Cravens, City Manager

Dated: *November 26, 2012*

CITY OF FARMINGTON HILLS

By: Barry Brickner, Mayor

By: Pam Smith, City Clerk

Dated: _____

CITY OF FERNDALE

By: David Coulter, Mayor

Dated: _____

CITY OF AUBURN HILLS

By: James McDonald, Mayor

By: Peter Auger, City Manager

Dated: _____

CITY OF BLOOMFIELD HILLS

By: Michael Zambricki, Mayor

By: Jay W. Cravens, City Manager

Dated: _____

CITY OF FARMINGTON HILLS

Barry E. Brickner
By: Barry Brickner, Mayor

Steve Brock
By: Steve Brock, City Manager

Dated: 4/17/12

CITY OF FERNDALE

By: David Coulter, Mayor

Dated: _____

CITY OF NOVI

By: Robert Gatt, Mayor

By: Maryanne Cornelius, City Clerk

Dated: _____

CITY OF OAK PARK

Marion Me Clellan

By: Marion Meisner McClellan, Mayor

Tonni Bartholomew

By: Tonni Bartholomew, City Clerk

Dated: 4-2-2012

CITY OF ROYAL OAK

By: Jim Ellison, Mayor

By: Melanie Halas, City Clerk

Dated: _____

CITY OF TROY

By: Janice Daniels, Mayor

By: Aileen Bittner, City Clerk

Dated: _____

CITY OF NOVI

By: Robert Gatt, Mayor

By: Maryanne Cornelius, City Clerk

Dated: _____

CITY OF OAK PARK

By: Marion Meisner McClellan, Mayor

By: Tonni Bartholomew, City Clerk

Dated: _____

Jim Ellison

JIM ELLISON

Cinda Vandermark

Cinda Vandermark

CITY OF ROYAL OAK

Jim Ellison

By: Jim Ellison, Mayor

Melanie Halas

By: Melanie Halas, City Clerk

Dated: 9-17-12

CITY OF TROY

By: Janice Daniels, Mayor

By: Aileen Bittner, City Clerk

Dated: _____

CITY OF NOVI

By: Robert Gatt, Mayor

By: Maryanne Cornelius, City Clerk

Dated: _____

CITY OF OAK PARK

By: Marion Meisner McClellan, Mayor

By: Tonni Bartholomew, City Clerk

Dated: _____

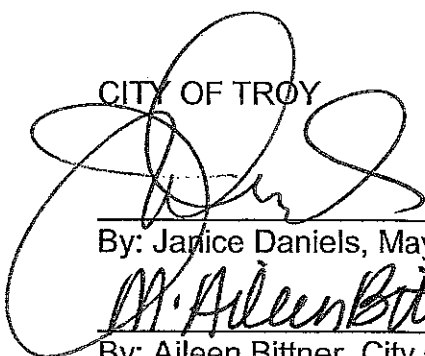
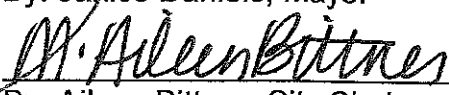
CITY OF ROYAL OAK

By: Jim Ellison, Mayor

By: Melanie Halas, City Clerk

Dated: _____

CITY OF TROY

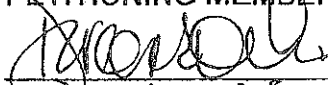

By: Janice Daniels, Mayor

By: Aileen Bittner, City Clerk

Dated: _____

IN WITNESS WHEREOF, this Agreement is executed by the Petitioning Member.

WITNESSES:

CITY OF AUBURN HILLS,
PETITIONING MEMBER


By: Director of Emergency Services/
Chief of Police

By: _____

Dated: 11/27/12

OAK-TAC

By: _____
Its: President

By: _____
Its: Secretary

Exhibit A

SAMPLE BY-LAWS

OAKLAND COUNTY TACTICAL TRAININGCONSORTIUM BYLAWS

Article I

Name, Purpose and Definitions

Section 1. Name – This organization shall be known as Oakland County Tactical Training Consortium, hereinafter referred to as “OAK-TAC”.

Section 2. Purpose and Activities – The purpose and activities of OAK-TAC are stated in the Agreement and further detailed below:

- a) To provide professional training and leadership to service police department personnel.
- b) To establish and implement cooperative programs and activities for training in the area of small squad tactics and use of weapons, such as, but not limited to, hostage situations, events requiring use of special weapons and tactics (“SWAT”), terrorist situations and Homeland Security defense.
- c) To promote education and safety in the area of use of special tactical situations.
- d) To establish a forum for the free exchange of ideas regarding training by various police department personnel.

Section 3. Definitions – To the extent any of the words and expressions defined in the Agreement are set forth in these Bylaws, they shall have the meanings ascribed to them in the Agreement.

Article II

Membership

Section 1. Request for Membership – Requests for membership in OAK-TAC subsequent to the establishment of OAK-TAC under the Agreement shall be made by the Sheriff or Chief of Police of the prospective governmental unit. Such request shall be made in writing to the Secretary of OAK-TAC stating the governmental unit’s ability to meet all requirements as set forth in the Oakland County Tactical Training Consortium Agreement and the Bylaws. Any

Rev. 3-5-12

political subdivisions within Oakland County that has a police department and provides police services shall be eligible for membership in OAK-TAC.

Section 2. Receipt of request for membership – The Secretary shall send a copy of the request for membership to the Chief of Police of each member. The request shall appear on the agenda for discussion at the first regular or special meeting held after receipt of the request.

Section 3. Approval - Approval of membership shall be granted by affirmative vote of 2/3 or more of the total membership at the time of such vote and conditioned upon the petitioning member obtaining a certified resolution for the legislative body of its governmental unit authorizing the appropriate signatory to enter into an Agreement binding the governmental unit to all terms and conditions of the Interlocal Agreement Formally Establishing the Oakland County Tactical Training Consortium. The certified resolution and the signed Agreement shall be presented by the petitioning member to the Secretary. The Secretary shall then present those documents to the Board of Directors for a vote on final authorization of membership in OAK-TAC.

Section 4. Removal – Removal from membership shall be by affirmative vote of 2/3 or more of the total membership at the time of such vote.

Section 5. Withdrawal – Any member may withdraw as from OAK-TAC provided that written notice is given to the Secretary of the Board within thirty (30) days before the withdrawal is to become effective.

Section 6. Representation – Each member shall be represented on the Board by the Chief of Police or his/her designated representative.

Section 7. Voting – Each member present at a meeting, through its designated representative, shall have one (1) vote on all issues brought before the Board. This vote shall be cast only by the Chief of Police or his/her designated representative at scheduled meetings. Presence in person at the meeting shall be required for voting. Unless otherwise specified in the Agreement or these Bylaws, a majority vote of those present at a duly constituted meeting of the Board shall be necessary for the passage of motions.

Section 8. Compensation – No member of the Board, including its elected officers, shall receive compensation from OAK-TAC for the performance of their duties. A Member may be reimbursed for costs to that Member incurred for OAK-TAC business meetings or other expenses, if such costs and/or expenses are approved by motion of the Board of Directors.

Article III

Officers

Section 1. Officers – The officers of OAK-TAC shall consist of: President, Vice-President, Secretary and Treasurer.

Rev. 3-5-12

Section 2. Term of officer – The terms of office of all officers of OAK-TAC shall be from January 1 to December 31 of each year.

Section 3. Election of officers – The election of officers shall be conducted at the first regular schedule meeting where a quorum is present after September 30th of each year. Officers elected before January 1st shall take office on January 1st. If there is not a quorum at a regular scheduled meeting between September 30th and December 31st of any year, the officers of OAK-TAC shall be elected at the first regular meeting when a quorum is present after January 1st, and officers shall commence their terms immediately. Officers shall be elected by a majority vote of those present and voting at a duly constituted meeting. If an officer vacates his or her position mid-term for any reason, nominations shall be made and voted upon at the next scheduled meeting or a special meeting called by the President or, in the President's absence, the Vice-President of OAK-TAC.

Section 4. Duties of officers – The President shall be the chief officer of OAK-TAC. The President shall preside at all meetings of OAK-TAC and set the meeting agenda. The President shall call meetings as necessary, as requested by a simple majority of the membership or on an emergency basis.

The Vice-President shall assume the duties of the President in his absence or unavailability for any cause.

The Secretary shall assume the duties of President in the absence of the President and Vice-President at any duly constituted meeting. The Secretary shall keep the records and minutes of OAK-TAC and shall maintain the roster of members, the Agreement, Bylaws, and all other documents. It shall be the Secretary's duty to receive and acknowledge all communications of OAK-TAC, and perform such duties as assigned by the President.

The Secretary shall provide each member of the OAK-TAC a copy of the minutes of each past meeting at least ten (10) days prior to the next regular scheduled meeting.

The treasurer shall be custodian and sole depositor of the funds, if any, of OAK-TAC and shall disburse such funds by check as herein authorized or upon approval of the Board. The Treasurer shall render a complete summary of any income, disbursements and balances whenever requested by the Board, and to the membership at each regular meeting. A written copy shall be made available to any member upon request. Any grant monies or other funding to OAK-TAC shall be collected and distributed by the Treasurer on direction from the Board.

The Board of Directors collectively shall:

- a) Determine training needs, equipment needs, programs, faculty, sites of training, policies and procedures.
- b) Determine new Membership or termination of Membership.

- c) Resolve disputes between or among Members or to determine issues in controversy.
- d) Call for investigations of incidents involving the Membership.
- e) Approve or disapprove reimbursement to Members for training and equipment utilized exclusively by OAK-TAC from grant funding, if allowed under the grant conditions.
- f) Appoint a legal advisor, if necessary.
- g) If necessary, determine policy and procedures on media relations.

Article IV

Meetings

Section 1. Regular meetings – The regular meetings of OAK-TAC shall be on the third Wednesday of each month, except the month(s) specifically omitted by a majority vote of the members present at a regular meeting.

Section 2. Special Meetings – Special meetings of OAK-TAC may be called by the President of OAK-TAC, or by a majority of the members who petition the President. The place and time shall be determined by the President. Proper notice of at least five (5) days shall be given to all members.

Section 3. Rules of Order – All meetings shall be conducted in compliance with Robert's Rules of Order, by similar rules of order or by procedural rules adopted by the Board.

Section 4. Motions requiring special procedures – All proposed motions for termination of OAK-TAC or decisions regarding assessments and/or dues to each member must be announced at meetings at least one month prior to the meeting where the vote on the motion is taken.

Section 5. Quorum – A quorum shall be required for the conduct of any business at regular and special meetings. A quorum shall be a majority of the total membership of OAK-TAC at the time of the meeting. A quorum for removal proceedings shall be 2/3 of the total membership of OAK-TAC at the time of the meeting.

Section 6. Attendance – Any member whose Board representative fails to attend three regular meetings of OAK-TAC within one calendar year shall be notified of such absences in writing by the Secretary. Such notification shall be sent to the Chief of Police or Sheriff and/or the Chief Executive Officer of such member's political subdivision.

Section 7. Fiduciary duties – The members are under a fiduciary duty to conduct the activities and affairs of OAK-TAC in the best interest of OAK-TAC. The members of OAK-TAC shall discharge this duty in good faith. In the event that any member of the OAK-TAC Board are faced with a conflict of interest between their fiduciary duty to

OAK-TAC and the duty owed to their respective political subdivision, those members should refrain from voting on the issue presenting the conflict of interest.

Article V

Dues, Fees and Other Charges

Section 1. Dues, fees and other charges. There shall be no dues, fees or other charges assessed to any member unless the Board, after notice to all Members, votes by a 2/3 majority to institute such dues, fees or other charges.

Section 2. Timeliness of payments. If, at any time, dues, fees or other charges are assessed by OAK-TAC, the Board shall establish by motion the amount assessed to each member and the conditions of payment including, but not limited to, due dates.

Section 3. Failure to Pay – The failure of any member to pay dues, fees or other charges within ninety (90) days of the due date shall forfeit membership in OAK-TAC. Reinstatement is conditioned on approval of the membership and payment of all arrears.

Section 4. Prorating of Charges – When new members are accepted for membership, dues, fees or other charges may be prorated if the dues, fees or other charges have been assessed to cover a specific period of time.

Article VI

Committees

Section 1. Special committees and sub-committees– The OAK-TAC Board may establish such committees and sub-committees as are necessary to conduct the business of OAK-TAC. Ad hoc committees may be established by majority vote of the OAK-TAC Board for short term purposes as may be necessary to OAK-TAC; however, any committee whose active work continues for greater than one (1) year shall be considered a standing committee except by majority vote of the OAK-TAC Board. Standing committees may be established by majority vote of the OAK-TAC Board as may be necessary to OAK-TAC.

Article VII

Amendment to Bylaws

Section 1. Requirements – These Bylaws may be amended at any regular or special meeting of the OAK-TAC Board by an affirmative vote of 2/3 of the members present in the following manner:

- a) Any member in good standing at a regular meeting may propose an amendment, alteration, revision or addition to the Bylaws of OAK-TAC.
- b) A written copy of the proposed amendment, alteration, revision or addition shall be filed with the Secretary.
- c) The Secretary shall include the proposed amendment, alteration, revision or addition in the minutes, and read the proposal at two successive meetings, and it shall be voted upon at the second successive meeting.

Section 2. Effective date – Amendments of the Bylaws shall be effective thirty (30) days after the vote; unless a longer period of time is designated by a majority vote of the Board.

Exhibit B

BINDER AGREEMENT FOR INTERLOCAL AGREEMENT FORMALLY ESTABLISHING THE OAKLAND COUNTY TACTICAL TRAINING CONSORTIUM

This Agreement between Oakland County Tactical Training Consortium, hereinafter "OAK-TAC", whose address is: _____ and _____, hereinafter "Petitioning Member", whose address is: _____ dated, this ____ day of _____ 20__, is hereby entered into as follows:

RECITALS

WHEREAS, there currently exist an Interlocal Agreement Formally Establishing the Oakland County Tactical Training Consortium which was entered into by a number of governmental entities("Members") in Oakland County, Michigan. That Agreement is authorized under the Urban Cooperation Act of 1967 and is attached hereto as Exhibit 1;

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501, et. seq. (the "Act"), permit governmental units to exercise jointly with other governmental units any power, privilege or authority which such governmental units share in common which each might exercise separately; and

WHEREAS, for a petitioning governmental entity to become a Member of OAK-TAC it is necessary to enter into an Agreement accepting all terms and conditions set out in the existing Interlocal Agreement Formally Establishing the Oakland County Tactical Training Consortium, including the Bylaws.

WHEREAS, pursuant to a resolution of the Petitioning Member's legislative body, giving the signatories on this Agreement the authority to bind the Petitioning Member to the terms and conditions set out in the Interlocal Agreement Formally Establishing the Oakland County Tactical Consortium as though the Petitioning Member has signed the original Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, understandings and agreements set forth above and in this Agreement, the Petitioning Member agrees to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

1. Certified Resolution and Execution of Binder Agreement. Prior to the execution of this Binder Agreement, Petitioning Member has petitioned the OAK-TAC Board of Directors for membership. The OAK-TAC Board of Directors has approved Petitioning Member for membership conditioned on the Petitioning Member obtaining a certified resolution of the Petitioning Member's City Council or legislative body approving this Binder Agreement and authorizing the appropriate signatories to execute this Binder Agreement. Petitioning Member agrees to submit the certified resolution and an executed copy of this Binder Agreement to the OAK-TAC Board of Directors within a timely manner after approval of the resolution and execution of the Binder Agreement.

2. Agreement to be Bound by Terms and Conditions in Existing OAK-TAC Agreement. Petitioning Member acknowledges that it has been given a copy of the existing Interlocal Agreement Formally Establishing the Oakland County Tactical Training Consortium (Exhibit 1) and that it has read and agrees to be bound by each and every terms and conditions contained therein including the OAK-TAC Bylaws (Exhibit B) which are attached hereto and made a part hereof.

3. OAK-TAC Board of Directors approval. Upon receipt of the certified resolution and the executed Binder Agreement, the President of the Board of Directors shall place the item on the agenda for a vote of the Board of Directors. A resolution to approve membership for the Petitioning Member shall require a two-third (2/3) vote of the total number of Members. The OAK-TAC resolution for approval shall state that the Petitioning Member has provided a certified resolution and an executed copy of the Binder Agreement; is approved for membership in OAK-TAC; and the President and Secretary have the authority to execute the Binder Agreement on behalf of OAK-TAC.

4. Membership on Board of Directors. After passage of a resolution approving the Petitioning Member for membership in OAK-TAC and the execution of the Binder Agreement by the President and Secretary, the Chief of Police or his/her designed of the Petitioning Member as a Member of OAK-TAC shall hold one (1) seat on the OAK-TAC Board of Directors and shall one (1) vote on any motion of the OAK-TAC Board of Directors.

5. Counterpart Signatures. This Agreement may be signed in counterpart. The counterpart taken together shall constitute one (1) agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Petitioning Member.

WITNESSES:

CITY OF _____,
PETITIONING MEMBER

By: _____

By: _____

Dated: _____

OAK-TAC

By: _____
Its: President

By: _____
Its: Secretary

Attachment: Interlocal agreement for OAKTAC (1226 : Farmington Public Safety Joining Oakland County Tactical Training Consortium)

**Farmington City Council
Staff Report**

Council Meeting Date:
April 15, 2013

**Reference
Number**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Amend Civic Theater General Manager Agreement

Requested Action:

Move to approve resolution amending the compensation structure to Civic Theater General Manager's service agreement

Background:

The City of Farmington entered into an agreement with Scott Freeman in October 2010 to manage the Civic Theater. During that period of time, attendance at the Civic Theater has dramatically increased, the Theater is now self-supporting, and has even increased its administrative contribution to the General Fund.

Mr. Freeman is requesting an amendment to the structure of his compensation under the agreement. The base compensation is \$48,100 annually with an incentive payment in which Mr. Freeman receives 30% of operating profits. In Fiscal Year 2011-12, he received an incentive bonus of \$13,418 for a total compensation amount of \$61,518; this was his first full year operating the theater. Based on current year projections, his total compensation will likely exceed \$70,000. The budget for Fiscal Year 2013-14 is projecting a total compensation amount exceeding \$75,000. Mr. Freeman is requesting a higher fixed amount of compensation and a lower incentive percentage.

I am strongly recommending that the base amount be increased to \$64,000 and that the profit incentive be reduced to 10%, effective July 1, 2013. My recommendation is based on a number of factors:

1. Profitability - The Civic Theater is now profitable and attendance has dramatically increased. This compensation restructuring would not impact the Theater's profitability.
2. Responsibility - The Theater General Manager has the full responsibility of hiring/firing/training personnel, ordering supplies and managing inventory, maintaining the Theater including repair and maintenance of the building and equipment (the Theater has never looked better since it reopened), scheduling movies that reflect the community's interests, active marketing, and creating a buzz that has not existed since the Theater was remodeled in 1999. While some may question the compensation package, his responsibilities are far greater than what a manager would experience operating a corporate multiplex theater.
3. Affordability - Relative to other city employees, he does not receive any benefits: no medical/dental, no pension, and no leave time.

Resolution (ID # 1227)

Meeting of April 15, 2013

4. Reliability - As a City Manager, his reliability and successful operation of the Theater allows me to focus on other City priorities. I no longer worry about the Civic.
5. Compatibility - Along with this, he has established a good working relationship with the Treasurer' office, his own employees, and with Civic Theater vendors.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

RESOLUTION NO. (ID # 1227)

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE CIVIC THEATER GENERAL MANAGER SERVICE AGREEMENT, EFFECTIVE JULY 1, 2013.

WHEREAS, in October 2010, the City Council approved a General Manager Service agreement with Scott Freeman to operate the Farmington Civic Theater; and

WHEREAS, since that time, attendance at the Civic Theater dramatically increased therefore making it profitable; and

WHEREAS, during this period the appearance and maintenance of the Theater has significantly improved;

WHEREAS, in Fiscal Year 2009-10, the City General Fund contributed over \$60,000 to support the operation of the Theater; and

WHEREAS, since Mr. Freeman assumed responsibility of the Civic Theater in October 2010, the General Fund operating contribution has been eliminated and the 5% administrative fee to the General Fund has increased; and

WHEREAS, under the existing service agreement Mr. Freeman receives a base compensation amount of \$48,100 per year with a 30% profit incentive calculated at the end of the fiscal year; and

WHEREAS, Mr. Freeman is requesting an amendment to his agreement that would provide a higher fixed compensation amount with a lower profit incentive; and

WHEREAS, the City Manager is recommending the fixed compensation amount be increased to \$64,000 with a 10% profit incentive; and

WHEREAS, the City Manager's recommendation is based on the Civic's continued profitability, the broad range of responsibilities the General Manager has to manager and operate the Theater, the General Manager does not receive any other benefits from the City, the General Manager has a established a good working with relationship with city staff, Civic Theater employees, and Civic Theater vendors, and the General Manager has proven to be a reliable, conscientious steward of our treasured community landmark.

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby approves an amendment to the Civic Theater General Manager Service Agreement with the following conditions:

1. Section 3(A) - increase base amount to \$64,000;
2. Section 3(B) - reduce incentive payment percentage to 10%;

Resolution (ID # 1227)

Meeting of April 15, 2013

3. Section 2 - Provide for a new two year agreement, effective July 1, 2013 with the option for two one-year renewals; and
4. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the City Manager and City Clerk are authorized to sign the amended service agreement on behalf of the City.

**CITY OF FARMINGTON
FARMINGTON CIVIC THEATRE
GENERAL MANAGER SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of October, 2010, by and between the City of Farmington, a Michigan Municipal Corporation, hereinafter referred to as the "City," and Scott Freeman, 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 General Manager of the Farmington Civic Theatre and to establish certain compensation, conditions of service, and working conditions for Contractor; and

Contractor desires to provide services as the General Manager of the Farmington Civic Theatre.

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 General Manager of the Farmington Civic Theatre 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 two (2) years from the date set forth above, and shall renew automatically for two successive one-year periods unless either party provides notice of termination at least 90 days before the expiration of that term. Either party may terminate this Agreement, for any reason, upon thirty (30) 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, presentation, or promotion of movies, events, programs, or rentals 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 its services rendered pursuant to this Agreement in bi-weekly installments of One Thousand Eight Hundred and Fifty (\$1,850.00) Dollars.

B. *Incentive Payment.* Contractor shall also receive an incentive payment for producing a profitable civic theater operation in the amount of 30% of any Profits realized by the City with respect to the Farmington Civic Theatre from the beginning of the contract, through the following June 30, and for each successive one-year period thereafter during the term of the contract. "Profits" shall be the amount remaining from the sum of all "Revenues" after subtracting the sum of all "Expenditures" from the Revenues. The following fees and amounts shall be included as *Revenues*:

All movie admission charges; promotional tickets issued by the City; concession sales; miscellaneous product sales; pre-movie advertisements; outside advertisements; sponsorships; rentals; and fees and amounts from various programs and activities.

The following costs shall be included as *Expenditures*:

All personnel related wages and fringe benefits including employer's share of Social Security and Medicare tax, workers compensation, and unemployment claims; concession supplies and products; all cleaning supplies and equipment; operating supplies such as tickets, paper, toner, light bulbs, and other miscellaneous items; insurance premiums allocated to the Farmington Civic Theater in the amount of \$5,000 annually; 5% of total Revenues as a City overhead charge to cover the cost of general administration, legal, payroll, general accounting, and support services; advertising expenses associated with movies, programs, or special events; repair and maintenance of audio/visual equipment and computers; hourly rates for City Department of Public Works personnel to perform repairs and maintenance as requested by the Contractor; cost of the rental and/or licensing of movies; shipping charges associated with movies; utilities, including electrical, natural gas, water and sewer, telephone and other communication related services; disposal of solid waste and recycling; pest control; and, other contractual services.

Expenditures shall not include:

Investment earnings; major capital improvements involving the interior and/or exterior of the building; major equipment purchases such as projectors, computer systems, or audio systems; or debt service.

In the event the Agreement is terminated as set forth in Section 2, any incentive payment shall be pro-rated to the date of termination.

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 theater. This general limitation notwithstanding, however, and consistent with the requirements of Exhibit A, contractor may enter into agreements, in amounts less than \$1,000.00, related to:
- coordination and scheduling of all movies, events, programs, and rentals held at the Farmington Civic Theatre in accordance with city policies and standard contractual agreements;
 - purchasing of all concession supplies and products, cleaning products and equipment, tickets, uniforms, 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 Schedule 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 annually review and evaluate the performance 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 a civic theater 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.

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 him while acting only within the Scope of Work as set forth herein, excluding any and all duties for professional services. 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 Farmington Civic Theatre is a publicly-owned facility and that the movies, programs, rentals, and events conducted or presented at or by the Farmington Civic Theater shall be in accordance with the community standards of the City in the City's discretion. Contractor shall give reasonable notice to the City Manager of all programs, rentals, and events proposed to be conducted or presented before approving or authorizing same; provided, however, that Contractor is not required to give such notice before approving movies that are consistent with community standards for the City of Farmington.

B. Contractor acknowledges that all rentals and uses of the Farmington Civic Theatre 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 Manager, 3600 Liberty Street, Farmington, MI 48335; and
- (2) Scott Freeman, 34125 Oakland Avenue, Farmington, 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 he 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, he 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 his personal rolodex, 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 Manager, 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: Vince Pastue
Its: City Manager

CONTRACTOR

Scott Freeman

EXHIBIT A SCOPE OF SERVICES

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

- Hiring, training, supervising, scheduling, disciplining, and terminating all part-time employees associated with the operation of the Farmington Civic Theatre in accordance with City personnel policies and procedures;
- Coordination and scheduling of all movies, events, programs, and rentals held at the Farmington Civic Theatre in accordance with city policies and standard contractual agreements;
- Purchasing of all concession supplies and products, cleaning products and equipment, tickets, uniforms, office supplies, operating supplies, and other miscellaneous items in accordance with city purchasing policies and procedures;
- Cleaning of facility at the conclusion of movies, programs, events, and rentals for that day, or as needed during operations;
- Maintain concession area in a cleanly manner that meets Department of Public Health standards;
- Coordinate with City officials regarding major repairs and maintenance with the Farmington Civic Theatre 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 all audio and visual equipment is in working order and follows a routine maintenance schedule;
- Coordinate with the City Manager's office any property or liability claims submitted against the Civic Theatre; Follow all accounting procedures and policies established by the Farmington Treasury Department regarding receipting, collection, and deposit of all revenues generated by the operation of the Civic Theatre;
- Review, sign, and submit all payroll information for part-time employees in accordance with procedures established by the Farmington Treasury Department;
- Coordinate with the City Manager and other designated City officials regarding capital outlay purchases exceeding \$1,000 in cost;
- Assist in developing the annual operating budget and monitoring its activity;
- Coordinate with the City Manager's Office the distribution of promotional tickets

- All Civic Theatre marketing and promotional materials shall be consistent with the City logo, tag lines, or shall be pre-approved by the City Manager prior to use;
- Market and promote movies, activities, and events at the Civic Theatre; and
- Maintain up-to-date Civic Theatre presence on the Internet.
- Report directly to the City of Farmington, City Manager.

**EXHIBIT B
INSURANCE**

1482113_1

**Farmington City Council
Staff Report****Council Meeting Date:**
April 15, 2013**Reference
Number
(ID # 1228)****Submitted by:** Vincent Pastue, City Manager**Description:** Corridor Improvement Authority Update - Kevin Christiansen**Requested Action:****Background:****Agenda Review****Review:**

Vincent Pastue Pending

City Manager Pending

City Council Pending