



REGULAR MEETING AGENDA

1. CALL TO ORDER

Roll Call

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

4. APPROVAL OF ITEMS ON CONSENT AGENDA

- 1. Minutes of the City Council - Special Study Session - Jan 21, 2014 6:00 PM**
- 2. Minutes of the City Council - Regular - Jan 21, 2014 7:00 PM**
- 3. Minutes of the City Council - Special - Jan 27, 2014 7:00 PM**
- 4. Minutes of the City Council - Special Study Session - Feb 3, 2014 7:00 PM**
- 5. Farmington Monthly Payments Report January 2014**
- 6. Farmington Public Safety Monthly Report January 2014**
- 7. Farmington Financial Report Quarter Ended December 31, 2013**
- 8. Farmington Investment Report Quarter Ended December 31, 2013**
- 9. Farmington 47Th District Court Report Quarter Ended December 31, 2013**
- 10. Special Event Request - Holly Days**
- 11. Special Event Request - Family Fun in Riley Park**
- 12. Special Event Request - Pavilion Story Time**
- 13. Special Event Request - South Farmington Baseball Movie Night**

5. APPROVAL OF REGULAR AGENDA

6. PRESENTATION/PUBLIC HEARINGS

1. Consideration to Approve Memorial Day Parade Request**7. UNFINISHED BUSINESS****8. NEW BUSINESS****1. Consideration of Resolution Authorizing a New Microbrewery to Operate at 33336 Grand River, Farmington, MI 48336****2. Consideration to Approve Amendments to the Downtown Development Authority Bylaws****3. Consideration to Authorize the Purchase of Two Police Patrol Vehicles****4. Consideration to Participate in the Oakland County Tri-Party Road Improvement Program****5. Consideration to Renew Interlocal Agreement for Election Programming****6. Consideration to Approve Cross Connection Inspection Program Agreement with HydroDesigns, Inc.****7. Consideration to Approve Metro Act Permit with Fiber Technology Networks****8. Consideration to Approve City At-Large Special Assessment for Improvements to the Caddell Drain****9. Consideration to Introduce Ordinance #C-775-2014 Amending Chapter 25 of the City Code, Zoning Ordinance, Pertaining to Outdoor Displays, Sales, and Storage in Commercial Districts****10. Consideration to Adopt 2014-2015 Work Plan****11. Board and Committee Reappointments****9. DEPARTMENT HEAD COMMENTS****10.COUNCIL COMMENT****11.ADJOURNMENT**



Special Study Session City Council Meeting
6:00 PM, TUESDAY, JANUARY 21, 2014
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 January 21, 2014, 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 William Galvin.

1. ROLL CALL

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

City Administration Present

City Clerk Halberstadt
City Manager Pastue

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

No public comment was heard.

4. BOARD AND COMMITTEE APPOINTMENTS

1. Discussion - Board and Committee Appointments

Pastue reviewed the current openings on boards and commissions and possible candidates for those positions.

Minutes Acceptance: Minutes of Jan 21, 2014 6:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

Pastue indicated Tom Buck and Kathy Platzke expressed interest in serving on the Downtown Development Authority Board.

Galvin confirmed he interviewed Ms. Platzke and was very impressed with her qualifications. He stated her primary objective would be business development.

Discussion followed regarding the proposed interview format that designates the fourth Monday of the month for Council to conduct interviews for boards and commissions. Council members would have the option of whether or not they want to participate in the interviews.

McShane expressed support for continuing to hold interviews prior to a regular council meeting.

Discussion followed regarding the importance of ensuring that the first and third Monday meetings are dedicated to policy, programs, services, etc.

McShane asked regarding annual presentations from Boards and Commissions.

Pastue confirmed Boards and Commissions will once again provide an annual report to Council. He stated these presentations will take place at a special meeting beginning in February.

McShane asked about scheduling the board and commission presentations on the fourth Monday as well.

Pastue responded that depending on the schedules of councilmembers that might be a viable option. This would establish the fourth Monday of the month for any board and commission agenda items.

Galvin expressed his support for scheduling board and commission presentations at the regular meeting where they would be recorded and then televised on Channel 15, providing the public the opportunity to learn more about them. He noted not all the boards and commissions would be making presentations, such as the Board of Review, Planning Commission and Board of Zoning Appeals.

Pastue pointed out certain boards and commissions such as Planning, BZA and Historical will participate in a study or joint session with Council.

Galvin suggested assigning a regular month to each board or commission for their presentation or joint meeting. He discussed the process for interviewing candidates on the fourth Monday of the month. He confirmed that at the regular meeting Council would vote on appointments of Tom Buck and Kathy Platzke to the DDA; Jeff Scott as the Mayor's delegate to the CIA; and Steve Majoros to the Planning Commission.

5. PRELIMINARY MULTI-YEAR BUDGET FORECAST

1. Preliminary Muti-Year Budget Forecast for General Fund and Capital Improvements Fund

Pastue reviewed a preliminary multi-year budget forecast for the General Fund and Capital Improvements Fund.

Pastue spoke about including in the Capital Improvements Program purchase of a Vactor Truck and a Street Sweeper for the Public Services Department. He also included purchase of a used Aerial Ladder Truck for Public Safety.

Responding to a question from Galvin, Pastue confirmed the additional revenue generated from implementation of towing fees will be reserved for Public Safety use.

Discussion followed regarding risk elements associated with the proposed FY 2014-16 budget.

Galvin requested that in future financial reports a line item be included for the issuance of Other Post Employment Benefits (OPEB) bonds.

Pastue reviewed the FY 2011-12 thru FY 2017-18 Capital Improvements Program.

6. COUNCIL COMMENT

No Council Comment was heard.

7. CLOSED SESSION - LAND ACQUISITION

1. Motion to enter closed session to discuss land acquisition.

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

Council entered closed session at 6:51 PM.

2. Motion to exit closed session.

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

Council exited closed session at 6:58 PM.

8. ADJOURNMENT

1. Motion to the adjourn the meeting.

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

The meeting adjourned at 7:00 PM.

Mayor William Galvin

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Jan 21, 2014 6:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)



Regular City Council Meeting
7:00 PM, TUESDAY, JANUARY 21, 2014
City Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A Regular meeting of the Farmington City Council was held on January 21, 2014, 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 7:00 PM by Mayor William Galvin.

1. CALL TO ORDER

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

City Administration Present

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

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Melissa Andrade, DDA Director.

3. PUBLIC COMMENT

Commission Dwyer was present to provide Oakland County updates. He discussed bi-partisan efforts to address gun violence that included two public service announcements: one involving ratings on video games and the other on gun safety.

Dwyer noted, Oakland County Executive, Brooks Patterson, will deliver the state of the county report on February 12th at 7pm. He further noted Oakland County is in excellent financial shape.

Dwyer noted Oakland County has several full-time and part-time positions available on its website. He also noted Oakland County library is hosting three legal aide clinics.

Minutes Acceptance: Minutes of Jan 21, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

Dwyer spoke about the implementation of a new program, "Buy Local" funded by the County.

Irving Ginsberg, Farmington Hills resident, spoke about the lack of safety and security in Farmington Public Schools (FPS). He advised that he and another individual had the opportunity to meet with two senior officials from the Farmington School District regarding security and safety of the schools. He was stunned to find out that there are no plans for security in the schools.

Mr. Ginsberg stated the schools have not done thread analysis or anything else that most security people do. He stated they were told school officials had met with first responders from both cities to determine how quickly they could get to the schools. He will attend a Farmington Hills council meeting as well to discuss this issue. He asked that council consider talking with school officials to see if anything can be done about security before anything happens.

Sue Burstein-Kahn, Farmington Hills resident, spoke about the financial condition of Farmington Public Schools. She stated our school system doesn't just affect children, but the cities as well. She recently attended the initial FPS budget meeting for the 2014/15 school year. Unfortunately the District failed to publicize this meeting.

Ms. Burstein-Kahn discovered the finances of FPS are in an abysmal state of affairs. She stated they are anticipating a deficit of anywhere between \$9-\$16 million dollars for the upcoming school year. That is on top of deficit spending they have done for the last seven of nine years. She stated this situation affects us as homeowners, parents and residents and those making decisions for the cities.

Ms. Burstein-Kahn stated FPS has lost upwards of 1400 students over the last several years. She noted last year they budgeted a loss of 160 students and ended up losing over 400. She stated nothing is being done. She stated it is the responsibility of the cities to know what is happening in our school district. She noted this next deficit will wipe out their fund balance. She stated the district's fund balance has gone from a high of \$35 million in their 08/09 budget to what will be a deficit in this next coming year. She is asking the cities to get involved because it is about the health of the entire community.

Jim Alders, Farmington Area Jaycees, advised they would like to move the Easter Egg Hunt previously held in Heritage Park to Shiawassee Park on April 12th. He asked regarding the process for making this change.

Pastue advised Mr. Alders to complete a special event application with the City Manager's office.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

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

1. **Special Joint Meeting Minutes of December 9, 2013**
2. **Minutes of the City Council - Special Study Session - Dec 16, 2013 6:00 PM**
3. **Minutes of the City Council - Regular - Dec 16, 2013 7:00 PM**
4. **Minutes of the City Council - Special Study Session - Jan 6, 2014 7:00 PM**
5. **Farmington Monthly Payments Report, December 2013**
6. **Farmington Public Safety Monthly Report, December 2013**
7. **Consideration to Renew Southeast Michigan Council of Government Membership**
8. **Consideration to Accept Resignation of Duane Reynolds from the Farmington Board of Review**
9. **Special Event Request - Walk to End Blindness**
10. **Special Event Request - Walk for Life**

5. APPROVAL OF REGULAR AGENDA

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

6. PRESENTATION/PUBLIC HEARINGS

1. Special Event Request - DWNTWN 2014

Austin Godwin was present to discuss his special event request to hold a concert, DWNTWN 2014, in the Sundquist Pavilion at Riley Park on Saturday, June 21st.

Schneemann asked if there will be an effort to increase attendance over last year.

Mr. Godwin responded that he expected approximately 250 to attend which would be about the same as last year. He stated they will once again pre-sell wristbands for the concert which gives them control over the number of attendees.

Responding to a question from Schneemann, Schulz stated there were no public safety issues related to the event last year.

Responding to a question from McShane, Mr. Godwin stated the format will be the same as last year.

McShane noted she attended the event last year and everything seemed to be under control. She stated it is a great event.

Cowley expressed concern regarding security and number of attendees at the event, especially given the use of facebook and twitter to publicize it.

Mr. Godwin responded that the pre-sold wristbands limiting the number of attendees combined with several parents on site should provide adequate security.

Cowley asked regarding who receives the profits from the concert.

John Godwin, Austin's father, indicated no profit was realized from the concert last year. He stated they will take direction from Director Schulz regarding security of the event.

Schulz stated if ticket sales significantly exceed last year he would recommend the addition of security guards.

Cowley indicated he would like to see a charity involved with this event.

Motion to approve a special event request to hold a concert, DWNTWN 2014, at the Sundquist Pavilion in Riley Park scheduled for Saturday, June 21, 2014 from 5:00 PM to 11:00 PM.

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

2. SMART - Steve Brown, Oakland County Ombudsman

Steve Brown, Oakland County Ombudsman, spoke about the success of the new Dial-A-Ride service that was implemented in Farmington and Farmington Hills. He also discussed the structure and positive impact of the Regional Transportation Authority (RTA). He noted a SMART millage renewal scheduled for the August Primary election.

Mr. Brown advised SMART is averaging 1800 rides per month or 21,600 per year for the cities of Farmington/Farmington Hills . He stated they originally projected providing 4400 rides per year. He commented there has been a great reception to the service.

Responding to a question from Scott, Mr. Brown stated SMART has no plans to reduce service.

In reference to the RTA, McShane noted a Transportation Providers Advisory Council was created with participation from SMART. She understood that they have received \$5.2 million in federal funding for investment in improved mobility for the region's seniors and disabled citizens. She asked Mr. Brown to explain SMART's role on this Council and how Farmington will participate in the distribution of the federal funding.

Mr. Brown responded that he is unfamiliar with the funding and follow-up research would be necessary before he can respond.

Responding to a question from Schneemann, Mr. Brown stated information on Dial-A-Ride can be found on the SMART website.

Cowley stated he is pleased with the ridership numbers of Dial-A-Ride. He complimented SMART on implementing this service and responding to the needs of the community. He asked about the financial burden of this service to SMART.

Mr. Brown responded that the goal of SMART is that ridership fees should cover 20% of the overall cost, however, currently it is in the 15-16% range. He stated Dial-A-Ride is a premium service that has become important to the Farmington/Farmington Hills community.

Discussion followed regarding the role and importance of RTA going forward.

7. UNFINISHED BUSINESS

1. Consideration to Amend Ordinance #C-774-2013 Dealing with the Number of Sections in the City Code

City Administration advised after Ordinance C-774-2013 was adopted it was discovered that the number for some of the sections was incorrect. This amended ordinance provides the corrected section numbers.

Motion to adopt ordinance C-774-2013 as amended to correct section numbers that were labeled incorrectly in the original adopted ordinance.
[SEE ATTACHED ORDINANCE].

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

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Steve Schneemann, Mayor Pro Tem
SECONDER: JoAnne McShane, Councilmember
AYES: Cowley, Galvin, McShane, Schneemann, Scott

8. NEW BUSINESS

1. Consideration to Adopt Resolution Authorizing Wine Sampling at Farmers Market

City Administration reviewed a resolution authorizing wine sampling at the Farmers Market.

Responding to a question from McShane, Pastue stated the city is looking at wine sampling at the Farmers Market as a permanent feature. He advised the city will regularly monitor and evaluate its viability and success.

Motion to adopt a resolution authorizing wine sampling at the Farmers and Artisans Market, and authorize the Market Master and Public Safety Director to approve Michigan Liquor Control Commission permit applications on behalf of the City. [SEE ATTACHED RESOLUTION]. CRM 01-14-001

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

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: JoAnne McShane, Councilmember
SECONDER: Steve Schneemann, Mayor Pro Tem
AYES: Cowley, Galvin, McShane, Schneemann, Scott

2. Consideration of Resolution to Set Regular Monthly Day and Time to Conduct Interviews for Boards and Commissions

City Administration reviewed a resolution to set a regular time and date for Council to interview board and commission candidates.

Motion to adopt a resolution reaffirming the City Council's practice of interviewing candidates for boards and commissions and to set a regular date and time to schedule interviews. [SEE ATTACHED RESOLUTION] CRM 01-14-002

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

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Jeff Scott, Councilmember
SECONDER: Steve Schneemann, Mayor Pro Tem
AYES: Cowley, Galvin, McShane, Schneemann, Scott

3. Board and Committee Appointments

City Administration reviewed recommended appointments to boards and commissions.

Motion to appoint Councilmember Jeff Scott as the Mayor's delegate to the Corridor Improvement Authority; appoint Steve Majoros to the Planning Commission to fill an unexpired term ending June 30, 2015; and appoint Tom Buck and Kathy Platzke to the Downtown Development Authority for terms expiring February 28, 2016.

Galvin thanked Councilmember Scott for serving as his delegate to the Corridor Improvement Authority. He identified several current openings on boards and commissions.

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

9. DEPARTMENT HEAD COMMENTS

Schulz reminded residents to wear appropriate clothing in the bitter cold to avoid frost bite. He expressed caution to those residents using auxiliary heat to make sure space heaters are plugged in properly and away from anything flammable.

Eudy reminded residents to maintain heat in areas near water heaters. He announced the ice rink is open; crews have been working round the clock for snow removal; and he met with Farmington Hills staff regarding salt truck purchases.

Christiansen advised the Farmington Public Schools has issued a Request for Proposal (RFP) for the Flanders property with a submission deadline of January 28th. He indicated the city has met with several interested developers regarding the property. He stated the interest is for single family development.

Christiansen further advised an RFP was issued for the Orchards second phase with a submission deadline of March 7th. He has met with several interested developers for that property as well. He is looking for more activity in the city in the Spring.

Pastue noted how remarkable it is for public works departments from other communities to work together on storm events. He recognized Chuck Eudy, Annette Knowles and volunteers for all their effort to install and open the ice rink.

10.COUNCIL COMMENT

Cowley, on behalf of John Cowley and Sons restaurant, presented a \$1500 check to representatives of the Ice Rink Committee, Melissa Andrade, Valerie Hoffman and Mellissa McKenna. The check represented proceeds from a recent fundraiser for the ice rink.

Melissa Andrade stated at least 50 people attended the event and a donation of \$700 was also received that night.

Schneemann noted the importance of keeping sidewalks cleared during inclement weather. He stated his family has enjoyed the ice rink numerous times since it has been open. He believes it will begin to transform the way our downtown operates and feels from a public and enterprise perspective as it becomes more widely known. He noted the rink is a work-in-progress and will continue to get better and better.

Galvin announced Duane Reynolds has resigned from the Board of Review due to a move outside of the community. He thanked Mr. Reynolds for his significant service to our city.

Galvin echoed recent comments made by Governor Snyder encouraging everyone to use civility in dealing with each other and practice respectful public discourse.

11.ADJOURNMENT

1. Motion to adjourn the meeting.

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

The meeting adjourned at 8:15 pm.

Mayor William Galvin

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Jan 21, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)



Special City Council Meeting
7:00 PM, MONDAY, JANUARY 27, 2014
Conference Room A
Farmington City Hall
23600 Liberty St
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A Special meeting of the Farmington City Council was held on January 27, 2014, 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 William Galvin.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Greg Cowley	Councilmember	Absent	
William Galvin	Mayor	Present	
JoAnne McShane	Councilmember	Present	
Steve Schneemann	Mayor Pro Tem	Absent	
Jeff Scott	Councilmember	Present	

City Administration Present

City Clerk Halberstadt

2. APPROVAL OF AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	JoAnne McShane, Councilmember
SECONDER:	Jeff Scott, Councilmember
AYES:	Galvin, McShane, Scott
ABSENT:	Cowley, Schneemann

3. PUBLIC COMMENT

No Public Comment was heard.

4. BOARD AND COMMISSION INTERVIEWS

1. Board and Commission Interviews

Council interviewed the following candidates for vacancies on boards and commissions:

Erica Reaves	Arts Commission; Children, Youth & Families (CYF); Board of Zoning Appeals (BZA)
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Minutes Acceptance: Minutes of Jan 27, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

David Richardson	Arts Commission
Andrea Zimmer	Arts Commission
Paul Bertin	Planning Commission, BZA
Rachel Gallagher	Downtown Development Authority Board (DDA)
David Albrecht	Arts Commission, Beautification Commission
Dwayne Hayes	Arts Commission
Steve Chang	DDA

Mayor Galvin informed each candidate of current vacancies on boards and commissions. He advised there were multiple candidates for some of the openings. He encouraged them to stay open to the opportunity of serving in another capacity if not appointed to their first choice, including DDA Mainstreet committees.

Following the interviews, Council discussed the best candidate fit for each board and commission vacancy.

5. COUNCIL COMMENT

No Council comment was heard.

6. ADJOURNMENT

1. Motion to adjourn the meeting.

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

The meeting adjourned at 10:25 PM.

Mayor William Galvin

Susan K. Halberstadt, City Clerk

Approval Date: _____



DRAFT

SPECIAL STUDY SESSION MEETING MINUTES

A Special Study Session meeting of the Farmington City Council was held on February 3, 2014, 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 7:00 PM by Mayor William Galvin.

1. ROLL CALL

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

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

No public comment was heard.

4. BOARD AND COMMISSION APPOINTMENTS

1. Consideration to Make Board and Commission Appointments

Pastue discussed potential candidates to fill current board and commission vacancies. He spoke about the Arts Commission and a recent amendment they made to their bylaws. He advised the cities are currently reviewing this recent change. He confirmed Farmington has one open position on that Commission.

Galvin discussed the candidates that were recently interviewed by Council. He noted that Andrea Zimmer and Steve Chang were recommended for Downtown Development Authority Mainstreet committees.

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McShane stated all of the candidates interviewed were well qualified to serve on the boards and commissions. She discussed the enthusiasm of Dwayne Hayes and the contribution he could make to the Arts Commission.

Scott spoke about the qualifications of Paul Bertin for the ZBA.

Cowley expressed support for the candidates being recommended to fill board and commission vacancies.

Motion to appoint Dwayne Hayes to the Arts Commission for a term ending June 30, 2017; appoint David Albrecht to the Beautification Commission for a term ending June 30, 2017; appoint Erica Reaves to the Commission on Children, Youth and Families for a term ending December 31, 2017; appoint Rachel Gallagher to the Downtown Development Authority Board for a 4-year term ending February 28, 2018; and to appoint Paul Bertin to the Board of Zoning Appeals to fill an unexpired term ending June 30, 2015.

Discussion followed regarding the process once an appointment is made.

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

5. ZONING TEXT AMENDMENTS

1. Outdoor Displays, Sales, and Storage

Kevin Christiansen reviewed proposed Zoning Code amendments related to outdoor display, sales and storage.

Responding to a question from McShane, Christiansen stated the outdoor sales that occurred last summer at a small business on Orchard Lake Road would no longer be allowed under the proposed changes.

Discussion followed regarding what would qualify as a shopping center as defined in the code.

Scott suggested clarifying the provision for individual sales to reflect that the number of allowed days does not have to be contiguous.

Christiansen discussed the intent of proposed changes that would tighten up current provisions for outdoor sales, display and storage.

Responding to a question from Scott, Christiansen advised the city has allowed storage of propane and bundles of wood outside of gas stations.

Scott noted there is a convenience store that also stores these products outside of their establishment. He pointed out propane must be stored outside.

Schneemann noted inconsistencies in applying the ordinance and expressed the importance of applying zoning requirements in an equitable and even manner.

Discussion followed regarding businesses that are grandfathered, i.e. display/storage that run with the site plans.

Discussion continued regarding how to allow a gas station to continue to store certain products outside while remaining consistent in applying the ordinance. Christiansen will further review the proposed changes in light of this discussion.

McShane asked about businesses who have been granted outdoor sales, but leave some of the residual displays and unrelated items stored outside after the season.

Pastue noted a provision in the ordinance that requires all structures associated with temporary outdoor display be removed at the end of the season for storage indoors.

Discussion followed regarding Christmas outdoor displays that are outside of the April 15-October 31 season provision.

Pastue advised the building official will have the flexibility to extend the time period for displays.

Pastue stated if the Planning Commission approves the proposed ordinance changes, they will be brought back to Council for ordinance introduction at the February 17th meeting.

6. REPRESENTATIVE VICKI BARNETT

1. Legislative Update - Representative Vicki Barnett

State Representative Vicki Barnett was present to provide a legislative update.

Barnett spoke about a recent meeting she attended regarding the Farmington Streetscape project and issues related to the State Historic Preservation Office (SHPO). She advised she has spoken with State Representative Joe Graves who represents the City of Fenton, a city where they are having similar issues with SHPO. She has also discussed this matter with Brian Golden, community historian, who has agreed to talk about how the plan fits into the overall downtown development. She believes the involvement of both these individuals will create the necessary synergy to go before SHPO in Lansing. She pointed out Representative Graves is a republican making this a bipartisan request.

Barnett spoke about the governor's proposed budget which includes a \$971 million surplus and of that, \$325 million is recurring. She stated the governor would like to provide some kind of tax relief with the recurring amount. She discussed the poor condition of the State's infrastructure. She stated she is hearing from the community not to cut income tax, but rather send the money to schools and to local governments to fix the roads.

Barnett spoke about proposals from both the House and Senate relative to how the money should be spent. She expressed support for sending the money to schools and local governments.

Barnett noted her recent appointment to the Financial Liability Reform Committee. A new committee that was established last year to address public pensions, healthcare plans and other retiree benefit plans.

Barnett advised one bill that has come to the committee is calling for a federal balanced budget amendment to the constitution. She discussed the pros and cons if such an amendment is enacted. She further discussed the two ways in which the constitution can be amended.

Discussion followed regarding the governor's proposed increase to public education and the real dollars that would be added under his budget.

Discussion continued regarding the governor's proposed financial assistance to the Detroit pension fund and his reasons for doing so. Barnett discussed action that should be taken against Detroit officials who did not carry out their fiduciary responsibility with regard to administering the pension system.

Discussion followed regarding proposed legislative changes to Tax Increment Financing. Pastue discussed the negative impact on economic development in the downtown if TIF is reduced or eliminated.

Discussion ended with the City's proposal to take back control of Grand River from MDOT. Barnett pointed out that with the M-5 bypass there is no reason why Farmington shouldn't have control of Grand River. Pastue commented he would not want to take it back in its current condition. Barnett expressed her support and offered to provide assistance in making this changeover happen.

Council recessed at 9:07 PM and returned to the meeting at 9:11 PM.

7. CLOSED SESSION - LAND ACQUISITION

1. Motion to enter closed session to discuss land acquisition.

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

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

Council entered closed session at 9:12 PM.

2. Motion to exit closed session.

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

Council exited closed session at 10:10 PM.

8. COUNCIL COMMENT

No council comment was heard.

9. ADJOURNMENT

1. Motion to adjourn the meeting.

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

The meeting adjourned at 10:10 PM.

Mayor William Galvin

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Feb 3, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

**Farmington City Council
Staff Report****Council Meeting Date:**
February 17, 2014**Reference
Number
(ID # 1468)****Submitted by:** Vincent Pastue, City Manager**Description:** Farmington Monthly Payments Report January 2014**Requested Action:****Background:****Agenda Review****Review:**

Vincent Pastue Pending

City Manager Pending

City Council Pending

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT**MONTH OF JANUARY 2014**

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 444,118.37
202	MAJOR STREET FUND	\$ 71,278.67
203	LOCAL STREET FUND	\$ 15,922.14
204	MUNICIPAL STREET FUND	\$ 54,516.60
247	CAPITAL IMPROVEMENT FUND	\$ 184,718.98
410	GROVE STREET CP FUND	\$ 50,000.00
592	WATER & SEWER FUND	\$ 478,590.13
595	FARMINGTON COMMUNITY THEATER FUND	\$ 54,115.45
640	DPW EQUIPMENT REVOLVING FUND	\$ 26,499.32
701	AGENCY FUND	\$ 61,940.14
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 56,971.28
	TOTAL CITY PAYMENTS ISSUED:	\$ 1,498,671.08
136	47TH DISTRICT COURT FUND	\$ 317,626.66
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 69,985.05
296	SWOCC FUND	\$ 18,088.60
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 405,700.31
	TOTAL PAYMENTS ISSUED	\$ 1,904,371.39

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT**MONTH OF JANUARY 2014**

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #13	154,309.71
Agency Tax	Oakland County	Tax Payment #13	28,489.02
Agency Tax	Farmington Comm. Library	Tax Payment #13	11,788.13
Agency Tax	Farmington Public Schools	Tax Payment #14	229,394.10
Agency Tax	Oakland County	Tax Payment #14	45,534.61
Agency Tax	Farmington Comm. Library	Tax Payment #14	17,882.42
Agency Tax	Farmington Public Schools	Tax Payment #15	65,884.00
Agency Tax	Oakland County	Tax Payment #15	18,455.84
Agency Tax	Farmington Comm. Library	Tax Payment #15	5,429.67
Agency Tax	Farmington Public Schools	Tax Payment #16	51,797.87
Agency Tax	Oakland County	Tax Payment #16	9,901.99
Agency Tax	Farmington Comm. Library	Tax Payment #16	4,034.72
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	293,644.22
General Fund	Federal Gov't	W/H & FICA Payroll	108,595.64
General Fund	MERS	December Transfer	32,801.21
General Fund	MERS HCSP	December Transfer	3,037.50
	TOTAL CITY ACH TRANSFERS		1,080,980.65
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	124,764.90
Court Fund	Federal Gov't	W/H & FICA Payroll	45,026.37
SWOCC Fund	Chase (Disbursing Acct)	Dir.Dep. Pay & W/H & FICA	37,206.71
DDA Fund	Included in General Fund Transfers		
	TOTAL OTHER ENTITIES ACH TRANSFERS		206,997.98

**Farmington City Council
Staff Report****Council Meeting Date:**
February 17, 2014**Reference
Number
(ID # 1469)****Submitted by:** Vincent Pastue, City Manager**Description:** Farmington Public Safety Monthly Report January 2014**Requested Action:****Background:****Agenda Review****Review:**

Vincent Pastue	Pending
City Manager	Pending
City Council	Pending



MONTHLY REPORT JANUARY 2014

DRIVING WHILE LICENSE SUSPENDED

On January 1st, at 2:49 a.m., an officer stopped a vehicle near Grand River and Hawthorne for speeding. A check on the driver showed him to have a suspended driver's license and a warrant out of Mount Pleasant for \$650. The driver was arrested and transported to our department where he was processed and housed awaiting a morning arraignment. The vehicle was impounded with Hadley's Towing.

DRIVING WHILE LICENSE SUSPENDED

On January 1st, at approximately 10:04 p.m., an officer on patrol stopped a vehicle in the area of Orchard Lake and Shiawassee for having a headlight out and an unregistered vehicle. Further investigation by the officer revealed that the driver's license was suspended and that he also had a bench warrant out of Van Buren Township for having an expired license plate. The man was arrested for Driving While License Suspended and was housed until he posted bond.

OPERATING WHILE INTOXICATED

On January 2nd, at 2:45 a.m., an officer stopped a vehicle at Grand River and Liberty for improper lane use. Upon contact with the driver the officer noted the odor of alcohol and asked the driver how much he had to drink. The driver admitted to drinking alcohol prior to the stop. The driver submitted to field sobriety tests and failed. The driver refused a Preliminary Breath Test (PBT). The driver was arrested and transported to the station where he submitted to a breath test with a result of .26. The driver was held until sober and arraigned.

SUSPICIOUS CIRCUMSTANCE/WARRANT OTHER DEPARTMENT

On January 3rd, at approximately 4:38 p.m., officers were dispatched to a report of an attempt home invasion at a home on Lee Lane. Upon arrival officers learned from the reporting person that he had thought he had heard someone attempting to open his locked front door at 3:00 a.m. the previous morning. The man looked outside to see who was trying to get inside the home and did not see anyone. Officers noted no signs of an attempt home invasion and advised the man to contact police as the incident happens and not several hours later. While investigating the incident officers noted that the man had several warrants for his arrest out of Livonia and Novi police departments. The man was arrested on the warrants and turned over to the Livonia police.

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LOUD PARTY

On January 3rd, at approximately 10:02 p.m., officers advised a resident on the 32000 block of Shiawassee reference his loud party.

OPERATING WHILE INTOXICATED

On January 4th, at 2:42 a.m., an officer stopped a vehicle at Grand River and Lakeway for improper lane use. Upon contact with the driver the officer noted the odor of alcohol. The driver admitted to having two drinks and stated he had a Concealed Pistol License (CPL) and the gun was in the vehicle. The driver submitted to field sobriety tests and failed same along with a PBT (.12%). The driver was arrested. The driver was transported to the station and housed till sober and arraigned. The handgun was confiscated and entered into the department property system. A copy of the report was forwarded to the Wayne County Gun Board for possible CPL sanctions.

FRAUDULENT USE OF CREDIT CARD

On January 4th a resident on Wilmarth Street came into the station to file a fraud report regarding a charge that was made to her Kohls credit account by a subject in California. The resident stated she had no idea how someone in California obtained her credit card information.

ASSIST CITIZEN

On January 4th, at approximately 6:19 p.m., officers assisted a family at Chatham Hills Apartments in directing traffic while they held a candlelight vigil for a loved one who had passed away in the area one year earlier.

LARCENY OF CELL PHONE

On January 4th, at approximately 6:45 p.m., an officer was dispatched to the sled hill for a report of a stolen cell phone. Upon arrival the officer spoke with the owner who advised that she had lost her cell phone while sledding. When she called the phone in order to locate it, an unknown person answered it and then turned the phone off. The incident was forwarded to the investigation bureau.

BREAKING AND ENTERING

On January 5th, at 6:46 a.m., officers were dispatched to Farmington Village Pharmacy at 32736 Grand River for an alarm. Upon arrival officers found the front door of the business broken out. The business was cleared and the pharmacy owner was contacted. Upon arrival of the business owner, store surveillance video was played back. The video showed three black males pry the front door to the business open and then enter looking for narcotics. The three suspects, who had their faces covered and wore gloves, did not get any narcotics because the owner locks them up in a safe. The three suspects fled after one minute and twenty seconds with \$100 from the cash register. The scene was processed by officers and a report completed. Further investigation will be conducted by the detective bureau.

SNOW EMERGENCY PARKING

On January 6th dayshift officers check the subdivisions and roadways for vehicles that

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were parked on the streets in violation of the Snow Emergency and hindering City of Farmington plow trucks from being able to clear snow from the roadways. A total of six vehicles had to be towed from the roadways, and two vehicle owners who came out prior to their vehicles being towed, were issued prohibited parking citations for being in violation of the Snow Emergency.

FIRE ALARM

On January 7th, at approximately 4:58 p.m., officers were dispatched to the Farmington Public Library for a report of a fire alarm activation. Upon arrival officers noted no smoke in the building and learned from staff that the alarm sounded for no reason. Officers did learn that a fire alarm pull station was being dripped on from a leak in the roof and surmised that the water had caused something in the pull box to short and activate the alarm.

LARCENY FROM AUTOMOBILE

On January 8th, at 7:40 a.m., an officer was dispatched to the 36600 block of Brittany Hill for a larceny from auto report. Upon arrival the resident informed the officer that sometime over night, unknown subjects stole his tires off of his Ford Flex that was parked in his driveway.

LARCENY FROM AUTOMOBILE

On January 8th a resident of the 36000 block of Brittany Hill Street, walked out to his car to find all four wheels and tires missing from his vehicle and the vehicle up on landscape blocks. Upon arrival the resident stated that the wheels and tires were stolen from his vehicle overnight. He did not hear or see anything suspicious overnight.

WARRANT ARREST OTHER DEPARTMENT

On January 8th an officer on patrol stopped a vehicle for a traffic violation. Upon checking the driver for warrants and driving status, it was found that the driver had an outstanding Friend of the Court warrant out of Oakland County. The driver was arrested on the warrant and posted bond on the street. The driver was released on bond to appear at a later date at the Oakland County Family Court.

ASSIST OTHER LAW ENFORCEMENT AGENCY

On January 8th, at approximately 10:37 p.m., officers learned via dispatch that a hit and run accident had occurred in Farmington Hills at Grand River near Ten Mile Road. Farmington officers checked the area and located the responsible driver at the Chatham Hills Apartment complex. The man was turned over to Farmington Hills police who arrested the man for failing to stop at an accident and driving without a license.

ASSIST OTHER GOVERNMENT AGENCY

On January 9th an officer was dispatched to a Personal Injury Accident (PIA) in the area of M5 and Drake Road being unknown jurisdiction. Upon arrival it was found to be a Farmington Hills accident and turned over to same. Farmington assisted Farmington Hills with traffic control.

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ATTEMPT LARCENY

On January 10th, at approximately 4:52 p.m., a Drakeshire Apartment resident came into the department to report that he had noticed that an unknown person had removed all four lug nuts off of his rear passenger tire sometime overnight. The man suspects that someone had attempted to steal his tire but had somehow been interrupted. There are no suspects at this time.

ODOR INVESTIGATION

On January 10th, at approximately 6:50 p.m., officers were dispatched to the 23000 block of Manning for a report of sewer gas in the area. Officers checked the area but could not find any evidence of an odor.

OPERATING WHILE INTOXICATED

On January 11th, at 6:38 a.m., officers were dispatched to Our Lady of Sorrows Church for a suspicious vehicle parked in their parking lot. Upon arrival the officers observed a male subject sleeping in the running vehicle. The subject had vomited on himself and would not wake up as officers tried to arouse him. Officers had to utilize lockout tools to open the vehicle door and wake the subject up.

Upon making contact with the subject, officers smelled the strong odor of alcohol coming from the driver. The driver submitted to field sobriety tests which he failed. The driver took a Preliminary Breath Test (PBT) with a result of .17. The driver was arrested and transported back to the station. At the station the driver agreed to take a breath test with the result of .19. The driver was processed and housed awaiting bond and sobriety.

FIRE RUN

On January 11th officers were dispatched to Sarian Jewelers on a report of a snow plow driver whom had struck a gas meter on the back of the business causing a gas leak. Upon arrival officers secured the area until Consumers Energy arrived on the scene to repair the gas leak.

OPERATING WHILE INTOXICATED

On January 12th, at 2:43 a.m., an officer stopped a vehicle near Grand River and Cass Street for swerving outside of its lane. Upon making contact with the driver, the officer noted the odor of alcohol. The driver admitted to drinking at a local bar prior to being stopped. The driver submitted to field sobriety tests as requested by the officer and failed. The driver was given a PBT with a result of .14. The driver was arrested and transported to the station. At the station, the driver submitted to a breath test with a result of .15. The driver was processed and housed awaiting bond and sobriety.

GAS LEAK

On January 12th, at approximately 10:41 p.m., officers responded with Engine 3 to a report of a gas leak at a residence on the 23900 block of Farmington Road. Upon arrival officers noted that a gutter full of heavy ice had fallen from the two story house

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directly onto the gas meter, ripping it off the side of the home. Officers were able to turn off the gas and notified Consumer's Energy of the incident.

DRIVING WHILE LICENSE SUSPENDED

On January 13th, at approximately 10:24 p.m., an officer on patrol stopped a vehicle for speeding in the area of Grand River and Grove. A subsequent investigation revealed that the driver had five suspensions on his driving status and a warrant for his arrest out of a neighboring jurisdiction. The man was arrested for Driving While License Suspended and housed at the Farmington jail.

OPERATING WHILE INTOXICATED

On January 14th, at 2:48 a.m., an officer was following a vehicle that was swerving on eastbound Grand River from Drake. The vehicle was stopped on Oakland Street near Grand River and upon making contact with the driver, a strong odor of alcohol was detected. The driver admitted to having a couple of drinks and feeling buzzed. Following sobriety tasks, the driver was arrested for Operating While Intoxicated with a high BAC. Breath samples resulted in .23 & .21.

LARCENY

On January 14th an officer responded to Chatham Hills Subdivision to investigate a larceny complaint involving landscape blocks that were taken from in front of a residence in the 35700 block of Smithfield. Upon arrival the responding officer recalled two prior Larceny From Automobile (LFA) reports made the week prior involving wheels and tires taken from two residences on Brittany Hill Road in which the vehicles were left sitting on landscape blocks. Further investigation revealed the landscape blocks that were taken matched the ones left behind by the suspect(s) in the prior LFA reports. Landscape blocks were returned to the rightful owner.

DROVE WHILE LICENSE SUSPENDED/WARRANT OTHER DEPARTMENT

On January 14th an officer on patrol stopped a vehicle for a traffic violation that occurred at Shiawassee and Glenview Street. 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 traffic warrant out of Ferndale. The driver was arrested and transported to the station to be held pending his being picked up by Ferndale police.

SOLICITING WITHOUT A PERMIT

On January 14th, at approximately 6:34 p.m., officers were dispatched to the 32000 block of Valley View Circle for a report of two solicitors going door to door. Upon arrival officers located the two men who were soliciting for a local construction company. The two men did not have a permit to solicit and were cited for soliciting without a permit.

OPERATING WHILE INTOXICATED

On January 15th, at 2:55 a.m., an officer was conducting traffic enforcement in the area of Eight Mile and Farmington Road when a moped with a defective headlight was observed westbound on Eight Mile, turned into the closed Valero station, crossed Farmington Road and went to the Speedway. After leaving Speedway, the moped

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travelled north on the sidewalk. Upon stopping the moped, the officer immediately detected a strong odor of alcohol and the driver admitted to drinking six beers at the Blue Moose. Following sobriety tasks, the driver was arrested for Operating While Intoxicated (OWI). A breath sample resulted in .14. The driver has three prior OWI convictions.

DRIVING WITHOUT A LICENSE

On January 15th, at approximately 5:13 p.m., an officer on patrol stopped a vehicle for impeding traffic in the area of Nine Mile and Hawthorne. Further investigation revealed that the driver did not have a driver's license and had a warrant for her arrest out of another jurisdiction. The woman was arrested for Driving Without a License and was housed at the Farmington jail.

SMOKE/ODOR INVESTIGATION

On January 15th, at approximately 5:26 p.m., Engine 3 and on-duty officers responded to the John Herzog Law Office on Farmington Road for a report of an odor of smoke. Upon arrival officers located the odor coming from a smoking electrical outlet. No damage or injuries were reported at the scene and the power was cut off to that outlet.

SUSPICIOUS CIRCUMSTANCE

On January 15th, at approximately 6:07 p.m., an officer was dispatched to a report of a found urn with remains in it at Chatham Hills Apartments. Upon arrival the officer learned from management that for an approximate year, a floral handbag was in a corner of a laundry room in one of the apartment buildings. One of the tenants finally looked into the bag and noticed that an urn with remains was inside the bag. Management checked with all of the residents in the building and no one knew who the bag and urn belonged to. A tag was on the urn stating who the deceased was so officers were able to locate the son of the deceased. Officers learned that the son's brother had lived in Chatham Hills Apartments quite some time ago and the son had always assumed that his Aunt had custody of his mother's remains. The remains were returned to the son at his home by the Detective Bureau.

NO OPERATOR'S LICENSE ON PERSON

On January 16th, at 1:10 a.m., officers conducted a motor vehicle traffic stop in the area of Farmington Road and Nine Mile for equipment violations. Upon making contact with the driver, same produced a fraudulent Mexican international driver's license and did not have proper paperwork to drive a commercial vehicle. The man was arrested and the vehicle was impounded. After obtaining fingerprints it was learned that the man last had a Michigan driver's license in 2010.

OPERATING WHILE INTOXICATED/POSSESSION OF MARIJUANA

On January 16th, at 1:49 a.m., an officer was following a vehicle that was swerving on eastbound Grand River from Grove. The vehicle was stopped at the Valero gas station at Grand River and Orchard Lake Road and upon making contact with the occupants of the vehicle, a strong odor of both alcohol and Marijuana was detected. Upon requesting the male driver to exit the vehicle, he initially refused. The driver eventually got out of

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the vehicle to perform sobriety evaluations, but after being unable to complete the first one, refused to attempt any further. The man was placed under arrest for Operating While Intoxicated (OWI). Neither the driver nor female passenger admitted to knowing anything about the odor of Marijuana. A female officer from Farmington Hills was called to the scene to search the female passenger. In her purse was a prescription bottle of Marijuana with the name of somebody else on it, and near the passenger seat where she was sitting a glass pipe with burned Marijuana was found. The female was also arrested for the possession of Marijuana and narcotic paraphernalia.

PROVIDE FALSE INFORMATION AT ACCIDENT SCENE

On January 16th, at approximately 5:17 p.m., an officer was dispatched to the area of Grand River and Drake for a report of a property damage accident. Upon arrival the officer learned from the victim driver that the suspect driver had lost control of his car due to the weather conditions and struck her vehicle. The man wrote down his contact information and left the scene because he thought it would take hours for police to respond because of the horrible weather. The woman was suspicious of the information that the man wrote down so she copied down his license plate as he left. The officer checked the information that the man wrote down and noted that it was all fictitious. The officer located the man through the license plate information and the victim driver was able to identify him through his picture. The investigation is on going.

MISDEMEANOR WARRANT OTHER DEPARTMENT

On January 16th, at approximately 8:48 p.m., officers were dispatched to a report of a trespassing complaint at a home on Orchard Lake Road. Upon arrival officers learned that the suspect was trying to get into his parent's home despite them not wanting him inside. The suspect had left the scene prior to officers' arrival, but he was located several streets over walking in the neighborhood. A LEIN check of the man revealed a warrant out of a local jurisdiction for soliciting with out a permit. The man was arrested and housed at the Farmington jail pending pick up from the warrant holding agency.

POSSESSION OF MARIJUANA/DRIVING WHILE LICENSE SUSPENDED/ WARRANTS OTHER DEPARTMENT

On January 18th, at 12:57 a.m., an officer was following a vehicle that made an illegal lane change near eastbound Grand River and Orchard Lake Road. Upon stopping the vehicle near Lakeway and making contact with the occupants, the officer detected a strong smell of Marijuana as well as trace amounts of suspected Marijuana and cigarillo wrappers in the center console. The driver stated that everything in the vehicle was his. The passenger was released from the scene. The driver was arrested for Possession of Marijuana, Driving While License Suspended and Warrants out of Farmington Hills.

OPERATING WHILE INTOXICATED

On January 18th, at 3:51 a.m., an officer was following a vehicle that was swerving on eastbound Grand River near Whittaker. Upon stopping the vehicle near Liberty and making contact with the occupants, a strong odor of alcohol was detected and the driver had red watery eyes and slurred speech. Following field sobriety tasks, the driver was

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arrested for Operating While Intoxicated. A search warrant was obtained to have the driver's blood drawn in order to determine her blood alcohol content.

POSSESSION OF MARIJUANA

On January 18th, at approximately 9:39 p.m., an officer on patrol observed a suspicious occupied vehicle strangely parked in the Longacre Elementary School parking lot after hours. The officer made contact with the three occupants of the vehicle and observed the driver stuffing something inside the center console. The vehicle had an odor of fresh Marijuana emitting from inside. The three occupants were detained and the vehicle was searched. Marijuana was located inside the center console and the driver was arrested for being in possession of Marijuana. The driver was transported to the Farmington jail and housed.

OPERATING WHILE INTOXICATED

On January 19th, at 2:41 a.m., an officer was travelling eastbound Grand River behind a vehicle that had an invalid license plate and was swerving. Upon stopping the vehicle near Gill Road and making contact with the driver, an odor of alcohol was detected and the driver admitted to drinking four vodka mixed drinks at Scores bar. Following field sobriety tasks, the man was arrested for Operating While Intoxicated. Breath samples resulted in .18.

OPERATING WHILE INTOXICATED

On January 19th, at 3:59 a.m., an officer was southbound on Farmington Road and passed a northbound vehicle. After passing, the officer observed the vehicle made a U-turn on Farmington Road near Nine Mile and nearly struck the curb. The vehicle then crossed all lanes of traffic and turned into Kensington Manor Apartments without signaling. The officer turned into the apartment complex and stopped the vehicle. Upon making contact with the occupants it was learned that GPS directions were being used in order to locate a friend's apartment. The driver was unable to provide a license as she had never acquired one, so she was seated in the rear of the officer's patrol vehicle. Once in the vehicle, the officer detected the odor of alcohol coming from the back seat. Following field sobriety tasks, the driver was arrested for Operating While Intoxicated and Never Acquired. Breath samples resulted in .09. The twenty year old female passenger was also cited for Minor Having Consumed Alcohol.

FIRE ALARM

On January 19th officers responded to TJ Maxx on a fire alarm. Upon arrival store management stated that the fire alarm had not gone off and there was "no fault" showing on the alarm panel. They were unsure why the alarm company showed an alarm trigger. Officers checked the store along with store management and nothing was found. Store management was advised to contact the alarm company to report the malfunction of the alarm system.

CONTRIBUTING TO THE DELINQUENCY OF A MINOR/POSSESSION OF MARIJUANA

On January 19th, at approximately 11:24 p.m., officers were dispatched to the Lamar

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and Colchester area for a report of a suspicious occupied vehicle. Upon arrival officers made contact with the occupants of the vehicle and noted a heavy odor of burnt Marijuana emitting from inside the vehicle. The occupants admitted to smoking Marijuana. A search of the vehicle revealed Marijuana blunts and condoms. Officers noted that the owner of the Marijuana was an eighteen year old male and that the other occupant was a fourteen year old female. The female was turned over to her parents and the male was arrested for being in possession of Marijuana and for contributing to the delinquency of a minor.

DRIVING WHILE LICENSE SUSPENDED

On January 20th an officer stopped a vehicle for a traffic violation on Shiawassee near Orchard Lake Road. A LEIN/SOS check on the driver revealed that her driver's license was suspended and she had an outstanding traffic warrant out of Allen Park. The driver was arrested and transported to the station where she was held pending her posting of bond.

WELFARE CHECK

On January 20th a resident of the 23100 block of Floral Street called this department to check on his neighbor who had not been seen in a couple of days, and noticed there was running water coming from around the house. Upon arrival officers made contact with the resident, who stated she was fine and was not aware of the running water coming from the residence which she rents. It appeared that a water pipe froze and burst under the crawlspace of the residence. The resident was unable to make contact with her landlord at that time, so officers contacted the DPW to have the water turned off at the street so as not to cause further damage.

HOUSE FIRE

On January 21st, at approximately 6:00 a.m., officers responded to the area of Birchwood and Tall Oaks on a smoke investigation. Officers observed smoke coming from a residence at 21422 Birchwood. All occupants evacuated prior to the officer's arrival. Upon initial entry and investigation, officers located a fire in the kitchen and also in the basement of the residence. Farmington Hills fire also assisted in the extinguishment. The fire was contained and extinguished. The cause of the fire is under investigation.

SUSPICIOUS CIRCUMSTANCE

On January 21st, at approximately 5:34 p.m., an officer was dispatched to a residence on Robinwood Street for a report of a missing television. Upon arrival the officer learned from the complainant that old television was missing from a spare bedroom. The complainant believes that an ex-boyfriend had stolen the television since the ex-boyfriend still has the code to the garage door opener. The complainant did not want to press charges against the ex-boyfriend but merely wanted the incident documented.

LARCENY IN A BUILDING

On January 21st, at approximately 5:41 p.m., a Wesley Street resident came to this police department to report a larceny of drugs that had occurred in her home over the

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past few months. The complainant advises that she had hired a home health care worker from Faithful Caregivers in Walled Lake to take care of her and her elderly parents. The complainant had noticed that several prescription pain killers had been missing over a time span of a few months. The complainant reported the theft to the caregiver's employer who terminated the employee. The incident was forwarded to the investigations bureau for further investigation.

SUSPICIOUS CIRCUMSTANCE

On January 22nd, at approximately 4:52 p.m., a Brookdale Condominium resident came into this police department to report a possible fraud. The complainant advised that he went to the Secretary of State (SOS) office in Livonia in order to renew his license plate. While there the SOS clerk refused to renew his license plate because the complainant's car is now registered to a subject who lives in Detroit. The complainant does not know how someone else was able to register his vehicle in their name and the case is being investigated by Farmington Public Safety and Secretary of State investigators.

FAMILY TROUBLE

On January 22nd, at approximately 8:22 p.m., officers handled a family trouble on Power Road.

DRIVING WHILE LICENSE SUSPENDED

On January 22nd, at approximately 11:07 p.m., an officer on patrol stopped a vehicle in the area of Farmington Road and Slocum for driving on a flat tire. Further investigation revealed that the driver has a suspended license and four warrants for his arrest out of a local jurisdiction. The driver was arrested for Driving While License Suspended and was housed at the Farmington jail.

IDENTITY THEFT

On January 24th a Brookdale Street resident came to the front desk to file an identity theft report. The resident stated that her Community Choice Credit Union debit card had been used fraudulently at a retailer. The resident stated she was still in possession of her debit card and does not know how someone was able to use her debit account number.

OPERATING WHILE INTOXICATED

On January 26th an officer stopped a vehicle for a cracked tail light and improper lane use on Grand River near Gill. The officer detected an odor of intoxicants coming from the vehicle. The driver admitted to consuming two shots of alcohol. The driver failed field sobriety tests with a PBT of .11(1). The driver was arrested for Operating While Intoxicated (OWI) and the vehicle was impounded. The driver submitted to a breath test at the station with a result of .11. The driver received a citation for OWI and Defective Equipment and was housed until sober.

OPERATING UNDER THE INFLUENCE OF DRUGS/DRUG PARAPHERNALIA

On January 26th an officer observed a vehicle impeding traffic near Sherwood and Shaw. The officer observed the driver slumped over the wheel. The officer awoke the

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driver and questioned same. The officer learned the driver had used heroin earlier in the day. The officer confiscated used syringes and a Marijuana pipe from the vehicle. The driver failed field sobriety tests and was arrested for Operating Under the Influence of Drugs (OUID) and the vehicle was impounded. The driver submitted to a voluntary blood test completed by CEMS. The driver received a citation for OUID and was housed until arraignment.

SUSPICIOUS CIRCUMSTANCE

On January 26th, at approximately 9:14 p.m., officers were dispatched to a report of a possible assault at the Marathon gas station on Grand River. Upon arrival officers learned from the complainant (the clerk at the gas station), that a forty year old white male came into the gas station bleeding from the head. The man told the clerk that he had been struck in the head with an iron by his girlfriend. The man left the gas station, walking west on Grand River. Officers checked the area for the man but were unable to locate him.

DRIVING WHILE LICENSE SUSPENDED

On January 27th an officer was stopped in his patrol vehicle on eastbound Grand River Avenue waiting to turn left onto Mooney Street. A vehicle failed to stop in assured clear distance ahead rear-ending the officers patrol vehicle (CFS 14-549). A LEIN/SOS check on the at fault driver in the accident revealed that his driver's license was suspended. Upon further investigation it was found that the driver did not have valid insurance on his vehicle, and the license plate that was on his vehicle was improper and registered to another vehicle. The driver was arrested and transported to the station where he was issued a citation for Driving While License Suspended, Uninsured Vehicle, Improper Plate, and Failing to Stop in Assured Clear Distance Ahead.

THREATENING COMPLAINT

On January 27th, at approximately 6:16 p.m., an officer was dispatched to Botsford Pediatrics on a threatening complaint. Upon arrival the officer learned from medical staff that they had contacted a father of one of their patients via telephone in order to receive permission to examine the minor. The father became upset with the nurse who called and threatened to kill her if the staff examines his daughter. Staff did not want to press charges against the father for the threats, but company policy requires them to document the incident with police. The officer attempted to contact the father in order to get his version of events but the father refused to return the officer's phone calls.

TRAFFIC WARRANT THIS DEPARTMENT

On February 28th the Orchard Lake Police Department contacted this department to advise that they were out with a subject showing two "fail to appear" warrants out of this department for traffic offenses. The subject was picked up from Orchard Lake police and transported to the station where she was booked and held pending her posting of bond.

SUSPICIOUS CIRCUMSTANCE

On January 29th, at approximately 4:51 p.m., officers were dispatched to the 23000

Monthly Report
January 2014
Page 12

block of Power Road for a report of an attempt breaking and entering. While enroute officers learned from dispatch that the caller is babysitting at a home on Power Road and that an unknown person had been banging on the back window and the front door. The caller and the children she was babysitting are hiding in the basement. Upon arrival officers learned that the caller's sister was the person knocking on the window and that she was playing a joke on the caller. The girl was advised on the dangers of playing practical jokes on people.

FRAUD

On January 29th, at approximately 10:20 p.m., an officer was dispatched to the 23000 block of Floral Street for a report of an internet fraud. Upon arrival the officer learned that the complainant is a professional photographer who was hired on-line to photograph a wedding. The client sent the complainant a deposit check, but had written the check for a larger amount than what was requested. The complainant cashed the check but the client began making several demands that the complainant was unable to fulfill so the complainant terminated the deal. The complainant sent the client a refund and then learned several days later that the original check from the client was fraudulent. The case has been forwarded to the investigation bureau for further investigation.

ASSIST OTHER LAW ENFORCEMENT AGENCY

On January 30th, at approximately 9:56 p.m., officers were dispatched to the area of Farmington Road and North Manor Drive for a report of an accident where the at fault driver is attempting to leave. Officers arrived on the scene and took custody of the at fault driver, who was extremely intoxicated. Officers discovered that the accident had occurred in Farmington Hills so the investigation was turned over to them.

POSSESSION OF MARIJUANA/NEVER ACQUIRED

On January 31st an officer stopped a vehicle on Grand River near Halsted for an unreadable paper plate. The officer detected a strong odor of Marijuana coming from the vehicle. The vehicle was searched. The officer located a Marijuana blunt in the ashtray of the vehicle and an open pint of Hennessy Cognac on the front passenger seat floorboard. The driver had never acquired a driver's license and had several misdemeanor warrants. The driver was arrested for Never Acquired and the misdemeanor warrants. The front seat passenger was also arrested for Possession of Marijuana and Open Intoxicants in a Motor Vehicle. Both subjects received citations and were housed for morning arraignment. The vehicle was turned over to a sober passenger.

ASSIST OTHER POLICE DEPARTMENT

On January 31st Livonia police contacted this department to request assistance with trying to locate a run-away juvenile out of Livonia. Livonia advised that they believe the run-away teen may have been dropped off at a residence on Power Road. Officers responded to the area and located the teen at a residence on Power Road. The teen stated she had run away after being assaulted at school earlier in the morning. The teen was turned over to Livonia police who arrived at the scene.

Report Date:
1/1/2014 9:46:23 AM

Report CLEAR-008 Summary of Offenses

Agency: Farmington City DPS
ORI: MI6338800

Year to Date Through January

Classification	2013	2014	% Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	-
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	1	0	-100.0%
12000 ROBBERY	0	0	-
13001 NONAGGRAVATED ASSAULT	6	4	-33.3%
13002 AGGRAVATED/FELONIOUS ASSAULT	1	0	-100.0%
13003 INTIMIDATION/STALKING	1	1	0%
20000 ARSON	0	0	-
21000 EXTORTION	0	0	-
22001 BURGLARY -FORCED ENTRY	1	0	-100.0%
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	0	2	-
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	1	0	-100.0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	1	1	0%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	2	-
23007 LARCENY -OTHER	2	4	100.0%
24001 MOTOR VEHICLE THEFT	1	0	-100.0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	-
24003 MOTOR VEHICLE FRAUD	0	0	-
25000 FORGERY/COUNTERFEITING	0	0	-
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	1	-
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	0	-
26003 FRAUD -IMPERSONATION	1	2	100.0%
26004 FRAUD -WELFARE FRAUD	0	0	-
26005 FRAUD -WIRE FRAUD	0	0	-
27000 EMBEZZLEMENT	0	0	-
28000 STOLEN PROPERTY	0	0	-
29000 DAMAGE TO PROPERTY	1	0	-100.0%
30001 RETAIL FRAUD -MISREPRESENTATION	1	0	-100.0%

Agency: Farmington City DPS
ORI: MI6338800Oakland County CLEMIS
REPORT EXCLUDES UCR STATUS OF UNFReport: CLEAR-008
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Report Time:
1/20/14 9:46:23 AM

Report CLEAR-008 Summary of Offenses

Agency: Farmington City DPS
ORI: MI6338800

Year to Date Through January

Classification	2013	2014	% Change
30002 RETAIL FRAUD -THEFT	0	0	-
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	-
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	1	5	400.0%
35002 NARCOTIC EQUIPMENT VIOLATIONS	0	5	-
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	-
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	-
37000 OBSCENITY	0	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	0	0	-
51000 BRIBERY	0	0	-
52001 WEAPONS OFFENSE- CONCEALED	0	1	-
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	-
52003 WEAPONS OFFENSE -OTHER	0	0	-
Total for Group A	19	28	47.4%
01000 SOVEREIGNTY	0	0	-
02000 MILITARY	0	0	-
03000 IMMIGRATION	0	0	-
09003 NEGLECT HOMICIDE -VEHICLE/BOAT	0	0	-
14000 ABORTION	0	0	-
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	-
22004 POSSESSION OF BURGLARY TOOLS	0	0	-
26006 FRAUD -BAD CHECKS	0	0	-
36003 PEEPING TOM	0	0	-
36004 SEX OFFENSE -OTHER	0	0	-
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	-
38002 FAMILY -NONSUPPORT	0	0	-
38003 FAMILY -OTHER	0	1	-
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	-
41002 LIQUOR VIOLATIONS -OTHER	0	2	-
42000 DRUNKENNESS	0	0	-
48000 OBSTRUCTING POLICE	1	0	-100.0%
49000 ESCAPE/FLIGHT	0	0	-
50000 OBSTRUCTING JUSTICE	2	2	0%
53001 DISORDERLY CONDUCT	2	0	-100.0%
53002 PUBLIC PEACE -OTHER	0	0	-
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	1	1	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	3	12	300.0%

Agency: Farmington City DPS
ORI: MI6338800Oakland County CLEMIS
REPORT EXCLUDES UCR STATUS OF UNFReport: CLEAR-008
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Report Time:
1/20/14 9:46:23 AM

Report CLEAR-008 Summary of Offenses

Agency: Farmington City DPS
ORI: MI6338800

Year to Date Through January

Classification	2013	2014	% Change
55000 HEALTH AND SAFETY	0	0	-
56000 CIVIL RIGHTS	0	0	-
57001 TRESPASS	0	0	-
57002 INVASION OF PRIVACY -OTHER	0	0	-
58000 SMUGGLING	0	0	-
59000 ELECTION LAWS	0	0	-
60000 ANTI-TRUST	0	0	-
61000 TAX-REVENUE	0	0	-
62000 CONSERVATION	0	0	-
63000 VAGRANCY	0	0	-
70000 JUVENILE RUNAWAY	0	0	-
73000 MISCELLANEOUS CRIMINAL OFFENSE	2	1	-60.0%
75000 SOLICITATION	0	0	-
77000 CONSPIRACY (ALL CRIMES)	0	0	-
Total for Group B	11	19	72.7%
2900 JUVENILE OFFENSES AND COMPLAINTS	5	0	-100.0%
2900 TRAFFIC OFFENSES	17	21	23.5%
3000 WARRANTS	14	20	42.9%
3100 TRAFFIC CRASHES	24	30	25.0%
3200 SICK / INJURY COMPLAINT	68	72	5.9%
3300 MISCELLANEOUS COMPLAINTS	130	128	-1.5%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	-
3500 NON-CRIMINAL COMPLAINTS	180	146	-15.9%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	-
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	38	81	113.2%
3800 ANIMAL COMPLAINTS	11	7	-36.4%
3900 ALARMS	30	35	16.7%
Total for Group C	517	540	4.4%
2700 LOCAL ORDINANCES - GENERIC	0	0	-
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	-
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	-
4200 PARKING CITATIONS	1	0	-100.0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	-
4400 WATERCRAFT CITATIONS	0	0	-
4500 MISCELLANEOUS A THROUGH UUUU	71	69	-2.8%
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	72	70	-2.8%
5000 FIRE CLASSIFICATIONS	8	11	37.5%

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1/2014 9:46:23 AM report CLEAR-008 Summary of Offenses ORI: MI6338800

Year to Date Through January

Classification	2013	2014	% Change
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	-
Total for Group E	8	11	37.5%
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	627	668	6.5%

**Farmington City Council
Staff Report****Council Meeting Date:**
February 17, 2014**Reference
Number
(ID # 1470)****Submitted by:** Vincent Pastue, City Manager**Description:** Farmington Financial Report Quarter Ended December 31, 2013**Requested Action:****Background:****Agenda Review****Review:**

Vincent Pastue Pending

City Manager Pending

City Council Pending

FINANCIAL REPORT
CITY OF FARMINGTON
QUARTER ENDED DECEMBER 31, 2013

Submitted by:
Christopher M. Weber, Treasurer/Finance Director

CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 12-31-13

BUDGETED FUNDS:

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

Property Taxes	4,296,000.00	4,038,611.36	(257,388.64)	General Government	1,829,621.00	791,679.00	(1,037,942.00)
Licenses & Permits	82,200.00	52,309.00	(29,891.00)	Court	499,749.00	249,874.50	(249,874.50)
Federal Grants	22,000.00	120.43	(21,879.57)	Public Safety	3,773,976.00	1,807,241.40	(1,966,734.60)
State Shared Revenues & Grants	916,016.00	309,120.25	(606,895.75)	Public Services	1,211,315.00	582,981.21	(628,333.79)
Charges For Services	1,819,982.00	1,088,816.12	(731,165.88)	Health & Welfare	12,846.00	0.00	(12,846.00)
Fines & Forfeits	480,500.00	156,762.61	(323,737.39)	Community & Econ. Development	186,285.00	81,578.55	(103,706.45)
Other Revenue	191,000.00	45,052.62	(145,947.38)	Recreation & Cultural	515,406.00	218,431.13	(296,974.87)
Transfer, Capital Improvement Fund	150,500.00	0.00	(150,500.00)	Retiree Health Care Trust Contribution	0.00	7,777,060.00	7,777,060.00
Bond Proceeds	0.00	7,878,636.10	7,878,636.10	Bond Issuance Costs	0.00	101,284.99	101,284.99
Total Revenues:	7,958,198.00	13,569,458.49	5,611,260.49	Total Expenditures:	8,028,198.00	11,610,130.78	3,581,932.78
Appropriation, Fund Equity	70,000.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	8,028,198.00	13,569,458.49		Total Expenditures/Trans Fund Equity	8,028,198.00	11,610,130.78	

CAPITAL IMPROVEMENT FUND:

Other Revenue	7,000.00	3,581.98	(3,418.02)	Transfer, General Fund	150,500.00	0.00	(150,500.00)
Sale of Capital Asset	403,750.00	20,000.00	(383,750.00)	Transfer, Major Street Fund	535,000.00	418,818.98	(116,181.02)
				Transfer, Nonvoted Debt Service	190,357.00	51,106.27	(139,250.73)
				Transfer, Special Assess. Debt Service	114,844.00	114,844.00	0.00
				Ice Rink Contributions	200,000.00	44,806.96	(155,193.04)
Total Revenues:	410,750.00	23,581.98	(387,168.02)	Total Expenditures:	1,190,501.00	629,376.21	(561,124.79)
Appropriation, Fund Equity	779,751.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	1,190,501.00	23,581.98		Total Expenditures/Trans Fund Equity	1,190,501.00	629,376.21	

CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 12-31-13

BUDGETED FUNDS:

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

Federal Grants	323,400.00	0.00	(323,400.00)	Operation & Maintenance	301,177.00	79,499.32	(221,677.68)
State Shared Revenue	386,266.00	136,524.43	(249,741.57)	Construction	1,370,372.00	774,440.03	(595,931.97)
Contracts and Grants	90,320.00	12,362.81	(77,937.19)	Transfer, Debt Service Fund	140,885.00	121,255.00	(19,630.00)
Other Revenue	50.00	10.55	(39.45)				
Transfer, Capital Improvement Fund	535,000.00	418,818.98	(116,181.02)				
Transfer, Municipal Street Fund	320,182.00	289,182.00	(31,000.00)				
Total Revenues:	1,655,218.00	856,918.77	(798,299.23)	Total Expenditures:	1,812,434.00	975,194.35	(837,239.65)
Appropriation, Fund Equity	157,216.00			Transfer, Fund Equity			
Total Revenues/Appr Fund Equity:	1,812,434.00	856,918.77		Total Expenditures/Trans Fund Equity	1,812,434.00	975,194.35	

LOCAL STREET FUND:

State Shared Revenue	163,087.00	57,429.23	(105,657.77)	Operation & Maintenance	183,121.00	78,016.96	(105,104.04)
Special Assessments	12,150.00	13,050.00	900.00	Construction	433,376.00	459,745.20	26,369.20
Other Revenue	50.00	7.16	(42.84)				
Transfer, Municipal Street Fund	400,000.00	400,000.00	0.00				
Total Revenues:	575,287.00	470,486.39	(104,800.61)	Total Expenditures:	616,497.00	537,762.16	(78,734.84)
Appropriation, Fund Equity	41,210.00			Transfer, Fund Equity			
Total Revenues/Appr Fund Equity:	616,497.00	470,486.39		Total Expenditures/Trans Fund Equity	616,497.00	537,762.16	

MUNICIPAL STREET FUND:

Property Taxes	292,234.00	279,118.96	(13,115.04)	Transfer, Major Street Fund	320,182.00	289,182.00	(31,000.00)
Other Revenue	0.00	58.24	58.24	Transfer, Local Street Fund	400,000.00	400,000.00	0.00
Total Revenues:	292,234.00	279,177.20	(13,056.80)	Total Expenditures:	720,182.00	689,182.00	(31,000.00)
Appropriation, Fund Equity	427,948.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	720,182.00	279,177.20		Total Expenditures/Trans Fund Equity	720,182.00	689,182.00	

CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 12-31-13

BUDGETED FUNDS:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
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BROWNFIELD REDEVELOP AUTHORITY:

Total Revenues:	2,325.00	2,178.79	(146.21)	Total Expenditures:	800.00	0.00	(800.00)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	1,525.00		
Total Revenues/Appr Fund Equity:	2,325.00	2,178.79		Total Expenditures/Trans Fund Equity	2,325.00	0.00	

CORRIDOR IMPROVEMENT AUTHORITY:

Total Revenues:	0.00	6.80	6.80	Total Expenditures:	60,000.00	269.50	(59,730.50)
Appropriation, Fund Equity	60,000.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	60,000.00	6.80		Total Expenditures/Trans Fund Equity	60,000.00	269.50	

DWTWN DEVELOPMENT AUTHORITY:

Total Revenues:	879,600.00	759,123.07	(120,476.93)	Total Expenditures:	885,995.00	725,473.00	(140,522.00)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	13,605.00		
Total Revenues/Appr Fund Equity:	879,600.00	759,123.07		Total Expenditures/Trans Fund Equity	879,600.00	725,473.00	

TOTAL BUDGETARY FUNDS REVENUE:	\$15,960,931.49	TOTAL BUDGETARY FUNDS EXPENDITURES:	\$15,167,388.00
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CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 12-31-13

SUPPLEMENTAL INFORMATION:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
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WATER & SEWER FUND:

Water & Sewer Sales	4,239,260.00	2,066,461.26	(2,152,798.74)	Operating & Maintenance	3,746,239.00	1,330,874.58	(2,415,364.42)
Service Fees	60,000.00	25,717.83	(34,282.17)	Total O & M Expenditures:	3,746,239.00	1,330,874.58	(2,415,364.42)
Other Revenue	13,000.00	9,516.71	(3,483.29)	Capital Outlay	539,931.00	366,171.03	(173,759.97)
Total Revenues:	4,312,260.00	2,121,695.80	(2,190,564.20)	Debt, Principal and Interest	207,619.00	154,614.37	(53,004.63)
Appropriation, Fund Equity	181,529.00			Capital & Debt Outlays	747,550.00	520,785.40	(226,764.60)
Total O & M/ Other Revenues:	4,493,789.00	2,121,695.80		Transfer, Debt & Equity	0.00		
				Total O & M Exp. & Trans Debt & Equity	4,493,789.00	1,851,659.98	

FARMINGTON COMMUNITY THEATRE FUND:

Admission/Rentals/Concessions	564,000.00	242,492.95	(321,507.05)	Operation & Maintenance	507,944.00	207,700.69	(300,243.31)
Other Revenue	920.00	1,555.04	635.04	Total O & M Expenditures:	507,944.00	207,700.69	(300,243.31)
General Fund Loan	120,000.00	0.00	(120,000.00)	Capital Outlay	180,000.00	154,970.92	(25,029.08)
Total Revenues:	684,920.00	244,047.99	(440,872.01)	Debt, Principal and Interest	40,000.00	0.00	(40,000.00)
Appropriation, Fund Equity	0.00			Capital & Debt Outlays	220,000.00	154,970.92	(65,029.08)
Total Financing Sources:	684,920.00	244,047.99		Transfer, Fund Equity	(43,024.00)		
				Total O & M Exp. & Trans Debt & Equity	684,920.00	362,671.61	

CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 12-31-13

MULTI YEAR CAPITAL PROJECT FUND

REVENUES:	PROJECT TO DATE REVENUES	EXPENDITURES:	PROJECT TO DATE EXPENDITURES
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DRAKESHIRE CAPITAL PROJECTS FUND (AMOUNTS REPRESENT TOTAL PROJECT TO DATE):

Bond Proceeds	400,000.00	Engineering & Supervision	39,026.56
Investment Income	29.97	Contractual Services	345,339.00
		Cost of Bond Issuance	19,100.00
Total Revenues:	400,029.97	Total Expenditures:	403,465.56

GROVE STREET CAPITAL PROJECTS FUND (AMOUNTS REPRESENT TOTAL PROJECT TO DATE):

Bond Proceeds	1,300,000.00	Engineering & Supervision	7,248.16
Investment Income	85.61	Contractual Services	173,424.24
		Capital Outlay, Land	855,530.74
		Cost of Bond Issuance	45,919.70
Total Revenues:	1,300,085.61	Total Expenditures:	1,182,122.84

**Farmington City Council
Staff Report****Council Meeting Date:**
February 17, 2014**Reference
Number
(ID # 1471)****Submitted by:** Vincent Pastue, City Manager**Description:** Farmington Investment Report Quarter Ended December 31, 2013**Requested Action:****Background:****Agenda Review****Review:**

Vincent Pastue Pending

City Manager Pending

City Council Pending

INVESTMENT REPORT
CITY OF FARMINGTON
QUARTER ENDED DECEMBER 31, 2013

Submitted by:
Christopher M. Weber, Treasurer/Finance Director

CITY OF FARMINGTON
QUARTER ENDING DECEMBER 31, 2013

	BALANCE	BALANCE	BALANCE	RATE OF RETURN			MATURITY	RATING	RATING
	10/31/13	11/30/13	12/31/13	10/31/13	11/30/13	12/31/13			AGENCY
Pooled Mutual Funds:									
Chase	\$ 3,782,419	\$ 3,475,498	\$ 3,428,833	0.020%	0.020%	0.020%	Daily	Aaa	Moody's
Comerica	251,300	251,308	251,316	0.050%	0.040%	0.040%	Daily	Not rated	N/A
Oakland County Investment Pool	5,101,822	4,603,512	4,105,603	1.438%	0.475%	0.588%	Daily	Not rated	N/A
MBIA Class	251,712	251,716	251,721	0.020%	0.020%	0.030%	Daily	AAAm	S&P
Total Pooled Funds:	9,387,253	8,582,034	8,037,473						
Certificates of Deposit:									
Bank of Michigan	500,000	-	-	0.750%			11/14/2013	3.5	Bauer
Bank of Michigan	-	503,668	503,668		0.750%	0.750%	11/14/2014	3.5	Bauer
Bank of Michigan	-	252,440	252,440		0.750%	0.750%	11/20/2014	3.5	Bauer
Mercantile Bank	252,391	-	-	0.150%			11/19/2013	4	Bauer
Talmer Bank	-	203,711	203,711		0.250%	0.250%	3/21/2014	5	Bauer
Talmer Bank	203,200	-	-	0.250%			11/21/2013	5	Bauer
Total Certificates of Deposit:	955,591	960,019	960,019						
Uninvested:	\$ 457,014	\$ 119,092	\$ 404,929	Bank Analysis Credit Earned			N/A		
TOTAL:	\$ 10,799,858	\$ 9,661,144	\$ 9,402,421						

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

**Farmington City Council
Staff Report****Council Meeting Date:**
February 17, 2014**Reference
Number
(ID # 1472)****Submitted by:** Vincent Pastue, City Manager**Description:** Farmington 47Th District Court Report Quarter Ended December 31, 2013**Requested Action:****Background:****Agenda Review****Review:**

Vincent Pastue Pending

City Manager Pending

City Council Pending

FINANCIAL REPORT
47TH DISTRICT COURT
QUARTER ENDED DECEMBER 31, 2013

Distribution:

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

Submitted by:
Christopher M. Weber, Treasurer/Finance Director

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	BALANCE 12/31/2012	2013-14 AMENDED BUDGET	BEG. BALANCE 07/01/2013	END BALANCE 12/31/2013	AVAILABLE BALANCE	% BUDGET USED
Fund 136 - 47TH DISTRICT COURT FUND							
Assets							
Dept 000.00							
136-000.00-001.000	CASH-GENERAL RECEIVING	38,878.17		39,948.24	0.00		
136-000.00-004.000	IMPREST CASH	1,950.00		1,950.00	1,950.00		
136-000.00-005.101	INVESTMENTS, CHASE POOL	425,655.02		346,422.54	291,546.48		
136-000.00-040.000	A/R MISCELLANEOUS	0.00		17,190.64	0.00		
136-000.00-102.000	PREPAID EXPENSES	0.00		1,660.77	0.00		
Total Dept 000.00		466,483.19		407,172.19	293,496.48		
TOTAL Assets		466,483.19		407,172.19	293,496.48		
Liabilities							
Dept 000.00							
136-000.00-202.000	ACCOUNTS PAYABLE, P O	0.00		66,917.15	0.00		
136-000.00-202.002	ACCOUNTS PAYABLE, ACCRUED	0.00		996.00	0.00		
136-000.00-214.101	DUE TO GENERAL FUND	72.80		30.10	17.02		
136-000.00-221.000	DUE TO CITY OF FARMINGTON	0.00		28,607.25	0.00		
136-000.00-221.001	DUE TO FARMINGTON HILLS	0.00		205,524.09	0.00		
136-000.00-257.000	ACCRUED WAGES	0.00		64,094.66	0.00		
136-000.00-285.600	FLEX ACCOUNT 2012, COURT	4,601.98		0.00	0.00		
136-000.00-285.601	FLEX ACCOUNT 2013, COURT	0.00		2,812.04	1,714.05		
Total Dept 000.00		4,674.78		368,981.69	1,731.07		
TOTAL Liabilities		4,674.78		368,981.69	1,731.07		
Fund Equity							
Dept 000.00							
136-000.00-360.000	NONSPENDABLE, INVENTORIES, PREPAIDS	485.00		1,660.77	1,660.77		
136-000.00-390.000	FUND BALANCE	38,967.24		289.23	289.23		
136-000.00-393.000	DESIGNATED FUND BALANCE	49,608.14		36,240.50	36,240.50		
Total Dept 000.00		89,060.38		38,190.50	38,190.50		
TOTAL Fund Equity		89,060.38		38,190.50	38,190.50		
Revenues							
Dept 000.00							
136-000.00-539.901	STATE GRANT, DRUNK DRIVING	0.00	15,000.00	0.00	0.00	15,000.00	0.00
136-000.00-539.902	DRUG CASE MANAGEMENT	0.00	900.00	0.00	0.00	900.00	0.00
136-000.00-539.903	JUDGES, SALARY STD	45,724.00	91,448.00	45,724.00	45,724.00	45,724.00	50.00
136-000.00-539.904	DRUG COURT	0.00	0.00	80.33	(80.33)	100.00	100.00
136-000.00-664.000	INVESTMENT INCOME	57.10	1,000.00	23.10	976.90	2.31	2.31
136-000.00-671.000	REVENUES, OTHER	2,433.88	7,500.00	1,530.85	5,969.15	20.41	20.41
136-000.00-674.400	COMMUNITY WORK PROGRAM	1,318.19	20,585.00	2,002.24	18,582.76	9.73	9.73
136-000.00-678.001	CONTRIBUTIONS, FARMINGTON	233,269.02	499,749.00	249,874.50	249,874.50	50.00	50.00
136-000.00-678.002	CONTRIBUTIONS FARMINGTON HILLS	1,311,665.46	2,507,164.00	1,253,513.46	1,253,650.54	50.00	50.00
136-000.00-679.000	HEALTH INSURANCE CONTRIBUTIONS	3,819.00	10,060.00	3,690.00	6,378.00	36.65	36.65

PERIOD ENDING 12/31/2013

GL NUMBER	DESCRIPTION	BALANCE 12/31/2012	2013-14 AMENDED BUDGET	BEG. BALANCE 07/01/2013	END BALANCE 12/31/2013	AVAILABLE BALANCE	% BO US
Fund 136 - 47TH DISTRICT COURT FUND							
Revenues							
Total Dept 000.00		1,598,286.65	3,153,414.00		1,556,438.48	1,596,975.52	49.36
TOTAL Revenues		1,598,286.65	3,153,414.00		1,556,438.48	1,596,975.52	49.36
Expenditures							
Dept 000.00							
136-000.00-703.001	SALARIES, JUDGES	42,206.92	91,448.00		42,206.92	49,241.08	46.15
136-000.00-703.002	SALARIES, COURT ADMINISTRATORS	82,515.22	192,364.00		88,783.41	103,580.59	46.15
136-000.00-704.000	SALARIES, COURT REPORTERS	50,920.74	112,535.00		51,939.09	60,595.91	46.15
136-000.00-704.001	SALARIES, DEPUTY COURT CLERKS	286,550.99	639,940.00		293,606.99	356,333.01	44.32
136-000.00-704.002	SALARIES, COURT OFFICERS	43,365.36	90,479.00		47,512.88	42,966.12	52.51
136-000.00-704.003	SALARIES, PROBATION OFFICER	131,652.29	291,646.00		129,185.97	162,460.03	44.30
136-000.00-707.000	SALARIES, PART-TIME/TEMP	29,600.55	91,750.00		43,450.42	48,307.58	47.35
136-000.00-707.001	SALARIES, BLDG MAINT CWP	1,748.24	3,500.00		2,006.64	1,493.36	57.33
136-000.00-707.002	SALARIES, BLDG MAINT, PT	24,019.83	53,036.00		23,421.87	29,614.13	44.16
136-000.00-707.003	SALARIES, MAGISTRATE, PT	22,220.00	54,000.00		23,660.00	30,340.00	43.81
136-000.00-709.000	SALARIES, OVERTIME	237.73	3,000.00		233.38	2,766.62	7.78
136-000.00-714.000	SALARIES, ACCRUED BENEFITS	0.00	11,519.00		0.00	11,519.00	0.00
136-000.00-715.000	LONGEVITY PAY	59,451.78	67,970.00		67,409.57	560.43	99.18
136-000.00-719.000	FRINGE BENEFITS	297.50	0.00		315.00	(315.00)	100.00
136-000.00-719.004	INSURANCE ALLOWANCE	420.00	840.00		420.00	420.00	50.00
136-000.00-719.005	VEHICLE ALLOWANCE	1,800.00	3,600.00		1,800.00	1,800.00	50.00
136-000.00-720.007	PYMT IN LIEU OF HOSP INS	17,279.60	21,600.00		15,203.40	6,396.60	70.39
136-000.00-720.100	SOC SEC, EMPLOYER'S SHARE	55,264.26	131,589.00		57,117.45	74,471.55	43.41
136-000.00-720.200	COMPREHENSIVE MEDICAL INS	92,440.56	283,468.00		123,089.27	160,378.73	43.42
136-000.00-720.300	LIFE INSURANCE	7,244.88	15,796.00		7,363.22	8,432.78	46.61
136-000.00-720.400	RETIREMENT CONTRIBUTION	1,618.37	227,387.00		0.00	227,387.00	0.00
136-000.00-720.450	RETIREE HEALTHCARE CONTRIBUTION	0.00	103,371.00		0.00	103,371.00	0.00
136-000.00-720.500	WORKMEN'S COMPENSATION INS	9,757.00	12,847.00		8,119.00	4,728.00	63.20
136-000.00-720.550	UNEMPLOYMENT COMPENSATION	103.80	6,000.00		9,577.20	(3,577.20)	159.62
136-000.00-720.600	OPTICAL	0.00	4,000.00		1,643.00	2,357.00	41.00
136-000.00-720.700	DENTAL	21,195.24	46,028.00		23,214.70	22,813.30	50.44
136-000.00-727.000	OFFICE SUPPLIES	8,786.61	25,000.00		14,318.26	10,681.74	57.27
136-000.00-728.000	POSTAGE, METER	5,265.85	15,000.00		5,170.39	9,829.61	34.47
136-000.00-733.000	RECORDS MANAGEMENT	413.40	2,000.00		588.90	1,411.10	29.45
136-000.00-735.000	LAM LIBRARY	1,947.87	5,339.00		2,394.15	2,944.85	44.84
136-000.00-740.500	NON-CAPITALIZED ASSETS	0.00	5,000.00		7,392.24	(2,392.24)	147.84
136-000.00-801.000	PROFESSIONAL SERVICES	2,847.50	8,000.00		3,657.50	4,342.50	45.72
136-000.00-801.002	PRO SERVICES, LABOR RELATIONS	400.00	5,000.00		126.00	4,874.00	2.52
136-000.00-802.101	WITNESS FEES	2,148.40	6,000.00		313.60	5,686.40	5.23
136-000.00-802.102	JURY FEES	1,921.24	5,000.00		66.20	4,933.80	1.32
136-000.00-802.104	INTERPRETER FEES	1,265.72	7,000.00		1,148.79	5,851.21	16.41
136-000.00-802.105	SUBSTITUTE COURT REPORTER	1,040.00	4,000.00		390.00	3,610.00	9.75
136-000.00-802.107	ACCOUNTING FEES	15,410.50	31,450.00		15,725.00	15,725.00	50.00
136-000.00-802.109	APPOINTED COUNSEL-C, R, 2	13,650.00	35,000.00		9,650.00	25,350.00	27.57
136-000.00-802.110	APPOINTED COUNSEL-C, R, 1	17,600.00	45,000.00		15,950.00	29,050.00	35.44
136-000.00-806.101	AUDIT & ACCOUNTING FEES	17,200.00	17,500.00		17,950.00	(450.00)	102.57
136-000.00-818.000	CONTRACTUAL SERVICES	37,401.32	93,575.00		37,903.76	55,671.24	40.51
136-000.00-853.000	TELECOMMUNICATIONS	5,748.71	15,500.00		5,936.19	9,563.81	38.30
136-000.00-860.000	TRANSPORTATION	2,714.40	5,900.00		1,252.21	4,647.79	21.22
136-000.00-861.000	MILEAGE	604.90	2,000.00		262.16	1,737.84	13.11
136-000.00-920.000	PUBLIC UTILITIES	41,177.96	115,000.00		37,776.57	77,223.43	32.85

30/
 F: 0000000
 Farmington

PERIOD ENDING 12/31/2013

Attachment: 47th District Quarterly Report December 2013 (1472 : Farmington 47Th District Court Report Quarter Ended December 31,

GL NUMBER	DESCRIPTION	BALANCE 12/31/2012	2013-14 AMENDED BUDGET	BEG. BALANCE 07/01/2013	END BALANCE 12/31/2013	AVAILABLE BALANCE	% BUD USE
Fund 136 - 47TH DISTRICT COURT FUND							
Expenditures							
136-000.00-934.000	MAINTENANCE, OFFICE EQUIPMENT	2,116.80	11,646.00		1,602.24	10,043.76	13.78
136-000.00-935.000	MAINT, BUILDINGS & GROUNDS	26,673.43	51,270.00		37,503.74	13,766.26	73.15
136-000.00-936.000	CLEANING & UNIFORMS	1,148.72	3,000.00		1,249.10	1,750.90	41.64
136-000.00-943.000	EQUIPMENT RENTAL	14,073.14	24,538.00		13,546.91	10,991.09	55.21
136-000.00-955.000	MEMBERSHIPS	3,415.00	5,105.00		1,030.00	4,075.00	20.18
136-000.00-956.000	MISCELLANEOUS EXPENSE	1,367.26	6,000.00		845.38	5,154.62	14.09
136-000.00-959.500	BANKING CHARGES	0.00	1,000.00		0.00	1,000.00	0.00
136-000.00-963.000	INSURANCE & BONDS	16,912.00	38,116.00		15,649.50	22,466.50	41.06
136-000.00-977.000	CAPITAL OUTLAY, EQUIPMENT	0.00	25,640.00		0.00	25,640.00	0.00
Total Dept 000.00		1,225,249.59	3,174,300.00		1,300,678.17	1,873,621.83	40.99
Dept 000.01-DRUG COURT							
136-000.01-801.702	MI DRUG COURT	289.03	3,000.00		2,185.40	814.60	72.85
Total Dept 000.01-DRUG COURT		289.03	3,000.00		2,185.40	814.60	72.85
TOTAL Expenditures		1,225,538.62	3,177,300.00		1,302,863.57	1,874,436.43	41.01
Total Fund 136 - 47TH DISTRICT COURT FUND							
TOTAL ASSETS		466,483.19		407,172.19	293,496.48		0.00
BEG. FUND BALANCE		89,060.38		38,190.50	38,190.50		0.00
+ NET OF REVENUES & EXPENDITURES		372,748.03	(23,886.00)		253,574.91	(277,460.91)	1,061.60
= ENDING FUND BALANCE		461,808.41		38,190.50	291,765.41		0.00
+ LIABILITIES		4,674.78		368,981.69	1,731.07		0.00
= TOTAL LIABILITIES AND FUND BALANCE		466,483.19		407,172.19	293,496.48		0.00

**Farmington City Council
Staff Report**

Council Meeting Date:
February 17, 2014

**Reference
Number
(ID # 1473)**

Submitted by: Vincent Pastue, City Manager

Description: Special Event Request - Holly Days

Requested Action:

Move to approve special event request from the Farmington Area Junior Chamber to host Holly Days, Saturday, December 6, 2014, 10:00 a.m. - 3:00 p.m. in the Downtown Pavilion

Background:

The City received a special event request from Adam Denison, President of the Farmington Area Junior Chamber. The request is to host Holly Days in downtown Farmington and the Sundquist Pavilion, Saturday, December 6, 2014, 10:00 a.m. - 3:00 p.m.

The event gets family and friends in the holiday spirit as they enjoy free movies at the Civic Theater, listen to carolers, sample fresh baked goods while sipping hot chocolate. Artisans and crafters will sell wreaths and unique gifts in the Sundquist Pavilion and there will be free tree lighting at the Governor Warner Mansion

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

City of Farmington General Rules and Regulations

INDEMNIFICATION AGREEMENT

The Farmington Area Junior Chamber 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 Farmington Area Junior Chamber 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 Ada [Signature] Date: 1/19/14

Witness Jiri [Signature] Date: 1/19/14

Attachment: Special Event Application Holly Days (1473 : Special Event Request - Holly Days)

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 Farmington Area Junior Chamber Phone _____

Organization Address _____

Organization's Agent Adam Denison Phone 801-592-5403

Agent's Title President, Farmington Area Junior Chamber

Agent's Address 23501 Loomis Ct. Farmington 48336

Event Name Hollys Days

Event Purpose To help bring the holiday spirit to Downtown Farmington

Event Dates December 6, 2014

Event Times 10am - 3pm

Event Location Downtown Farmington / Pavilion

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

- City Operated Event
- Other Non-Profit Event

- Co-Sponsored Event
- 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)

Next year's specific dates: December 5th (Saturday)

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:** _____

Attachment: Special Event Application Holly Days (1473 : Special Event Request - Holly Days)

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.

1/19/14
Date


Signature of Sponsoring Organization's Agent

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

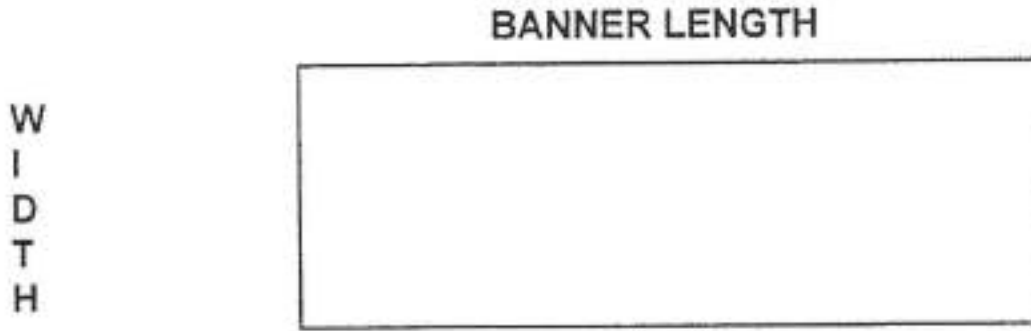
City of Farmington
City Manager's Office
23600 Liberty St.
Farmington, MI 48335

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

Signs or banners approved by the city of Farmington for special events shall be designed and made in an artistic and workman-like manner.

THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

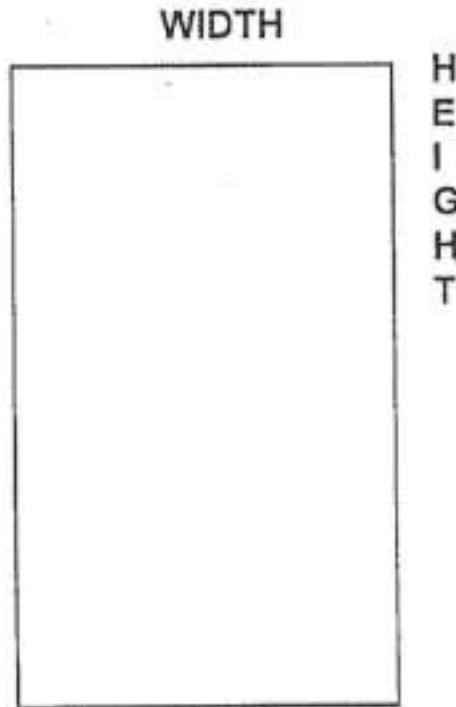
Total square footage of the banner cannot exceed 32 square feet.



Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet.

Stand-up A Frame sign



Write sign copy inside sign area.

**Farmington City Council
Staff Report**

Council Meeting Date:
February 17, 2014

**Reference
Number
(ID # 1474)**

Submitted by: Vincent Pastue, City Manager

Description: Special Event Request - Family Fun in Riley Park

Requested Action:

Move to approve special event request from the Farmington Community Library to host Family Fun in Riley Park, June 18, July 9, 23, August 6 and 20, 7:00 - 8:00 p.m. in Riley Park

Background:

The City received a special event request from Maria Showich-Gallup, Librarian with the Farmington Community Library. The request is to host outdoor family friendly concerts in Riley Park on Wednesdays, June 18, July 9, 23, August 6 and 20, 2014, from 7:00 p.m. until 8:00 p.m.

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 Farmington Community Library Phone 248-553-0300 x220
 Organization Address 23500 Liberty St., Farmington, MI 48335
 Organization's Agent Maria Shewich Gullip Phone 248-553-0300 x220
 Agent's Title Librarian
 Agent's Address 23500 Liberty St., Farmington, MI 48335
 Event Name Family Fun in Riley Park
 Event Purpose Family Friendly Concerts

Event Dates Wednesdays June 18, July 9, 23, Aug, 6 & 20
 Event Times Concerts start @ 7pm and go until 7:45-8:00pm
 Event Location Riley Park

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)

Next year's specific dates: _____

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.

Date

Signature of Sponsoring Organization's Agent

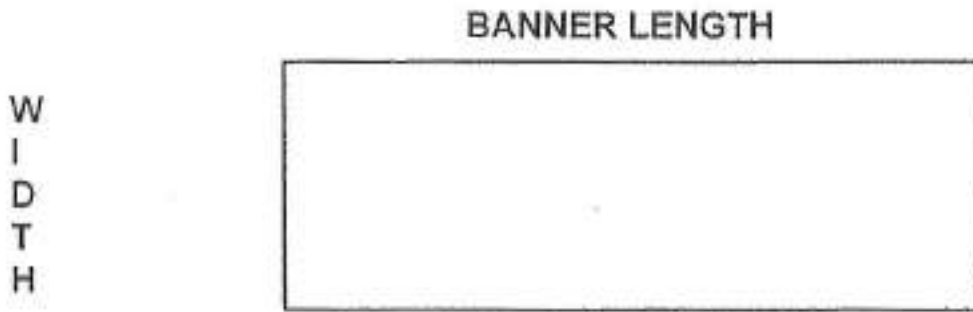
RETURN THIS APPLICATION at least thirty (30) days prior to the first day of the event to:

City of Farmington
 City Manager's Office
 23600 Liberty St.
 Farmington, MI 48335
 Phone: (248) 474-5500, ext. 221

Signs or banners approved by the city of Farmington for special events shall be designed and made in an artistic and workman-like manner.

THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

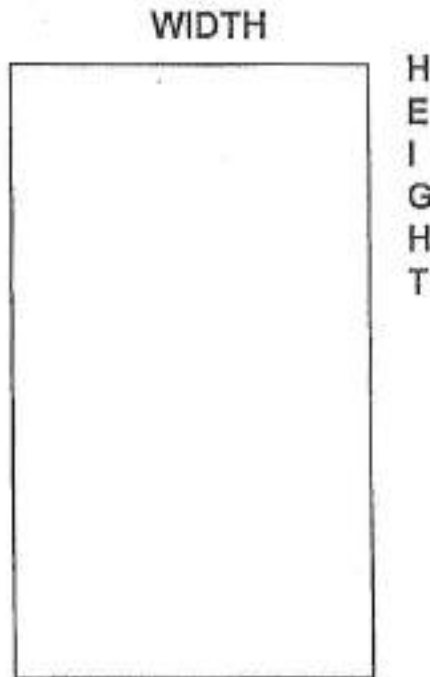
Total square footage of the banner cannot exceed 32 square feet.



Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet.

Stand-up A Frame sign



Write sign copy inside sign area.

City of Farmington General Rules and Regulations

INDEMNIFICATION AGREEMENT

Family Fun in Ridge Park

The Farmington Community Library 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 Farmington Community Library 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 Maria Smith-Suley Date: 1-23-14

Witness [Signature] Date: 1-23-14

**Farmington City Council
Staff Report**

Council Meeting Date:
February 17, 2014

**Reference
Number
(ID # 1475)**

Submitted by: Vincent Pastue, City Manager

Description: Special Event Request - Pavilion Story Time

Requested Action:

Move to approve special event request from the Farmington Community Library to host Pavilion Story Time, June 19, 26, July 3, 10, 24 and 31, 11:00 a.m. - 12:00 p.m. in Riley Park

Background:

The City received a special event request from Maria Showich-Gallup, Librarian with the Farmington Community Library. The request is to host Pavilion Story time, an outside story time for families in Riley Park on Thursdays, June 19, 26, July 3, 10, 24, and 31 from 11:00 a.m. until 12:00 p.m.

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 Farmington Community Library Phone 248-553-0200 x200
 Organization Address 23500 Liberty St, Farmington, MI, 48335
 Organization's Agent Maria Showick-Galley Phone 248-
 Agent's Title Librarian
 Agent's Address 23500 Liberty St, Farmington, MI 48335
 Event Name Pavilion Storytime
 Event Purpose outside story time for families to enjoy
 Event Dates Thursdays June 19, 26, July 3, 10, 24 & 31
 Event Times 11 a.m - 12 p.m
 Event Location Riley Park

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 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)

Next year's specific dates: _____

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)

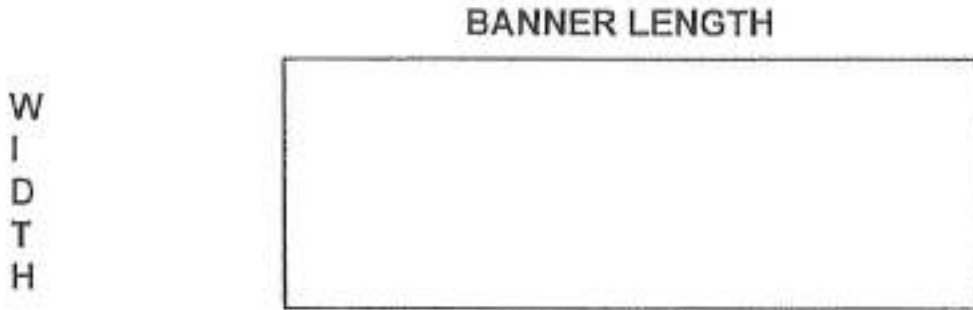
[YES] [NO]

7. **OTHER REQUESTS:** _____

Signs or banners approved by the city of Farmington for special events shall be designed and made in an artistic and workman-like manner.

THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

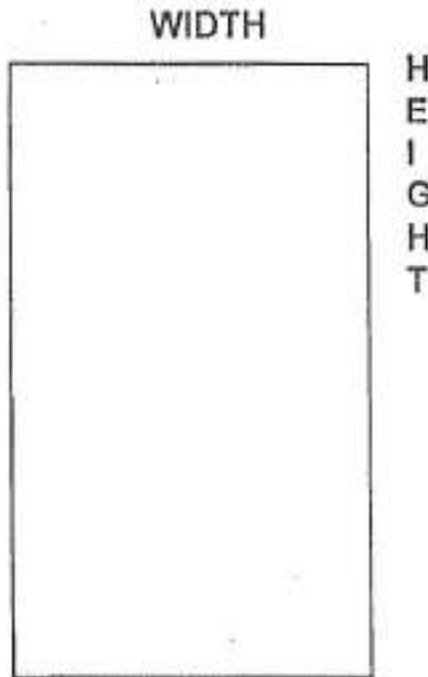
Total square footage of the banner cannot exceed 32 square feet.



Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet.

Stand-up A Frame sign



Write sign copy inside sign area.

City of Farmington General Rules and Regulations

INDEMNIFICATION AGREEMENT

Pavilion Storytime

The Farmington Community Library 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 Maria Souick Gully Date: 1-23-14

Witness [Signature] Date: 1-23-14

**Farmington City Council
Staff Report**
Council Meeting Date:
February 17, 2014

**Reference
Number
(ID # 1476)**
Submitted by: Vincent Pastue, City Manager

Description: Special Event Request - South Farmington Baseball Movie Night

Requested Action:

Move to approve special event permit application to hold South Farmington Baseball Movie Night on Saturday, May 31, 2014

Background:

The South Farmington Baseball League has requested authorization to hold a movie night for friends and families of the league on Saturday, May 31, 2014 in Shiawassee Park from 7:00 p.m. - midnight. Last year due to storms the city had to close some of the fields in the park and a lot of folks thought movie night was cancelled, yet they still had about 300 people attend. This year if there are no issues with the weather a crowd of about 500-750 is expected. Therefore, marketing director Matthew Trevarthen is ordering a viewing screen for 500 people. The viewing screen will be installed next to the walking track between diamonds 3 and 4. Folks will bring their own chairs and blankets for seating as well as their own refreshments. There will be no need for concessions or vendors.

Recommendation

Approve the request from South Farmington Baseball League to hold their movie night on Saturday, May 31, 2014

Agenda Review
Review:

Vincent Pastue	Pending
City Manager	Pending
City Council	Pending

City of Farmington General Rules and Regulations

INDEMNIFICATION AGREEMENT

The South Farmington Baseball League 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 South Farmington Baseball League 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 [Handwritten Signature] Date: 2/13/2014
Witness [Handwritten Signature] Date: 2/13/2014

Attachment: Special Event Application South Farmington Baseball Movie Night (1476 : Special Event Request - South Farmington Baseball

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 South Farmington Baseball Phone 734-781-6090

Organization Address PO Box 1007 Farmington, MI 48332

Organization's Agent Matt Trevarthen Phone 734-781-6090

Agent's Title Marketing Director

Agent's Address 59027 Twin Pines Drive, New Hudson MI 48111

Event Name SFB 3rd Annual Movie Night

Event Purpose Celebrate a great season

Event Dates May 31st

Event Times 7pm - Midnight

Event Location Shiawasee park

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

- | | | | |
|-------------------------------------|------------------------|--------------------------|------------------------|
| <input checked="" type="checkbox"/> | City Operated Event | <input type="checkbox"/> | Co-Sponsored Event |
| <input 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 _____ N/A
(i.e., third weekend in July)

Next year's specific dates: _____ N/A

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.**

A few lawn signs
on the night of event.
No bigger than 18" x 24"

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.

2/13/14
Date

[Handwritten Signature]
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

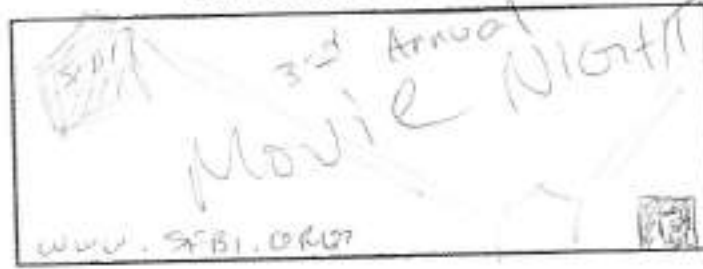
Phone: (248) 474-5500, ext. 221

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

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

W
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T
H

BANNER LENGTH



Low Sign
18" x 24"

Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet.

Stand-up A Frame sign

WIDTH

H
E
I
G
H
T



Write sign copy inside sign area.

**Farmington City Council
Staff Report**
Council Meeting Date:
February 17, 2014

**Reference
Number
(ID # 1477)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve Memorial Day Parade Request

Requested Action:

Move to approve the 2014 Memorial Day Parade allowing use of Grand River on Monday, May 26, 2014 from 9:00 a.m. to 1:00 p.m. for this purpose. In addition, the City of Farmington 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 a special event request from Richard Lerner, Director of Community Relations of the Xemplar Club for the 2014 Memorial Day Parade. The Xemplar Club of Farmington & Farmington Hills has been asked by the American Legion to take over management of the Farmington Memorial Day Parade. They have agreed and will coordinate the event with the American Legion Groves-Walker Post 346 to insure a smooth transition.

The Xemplar Club is planning to celebrate Memorial Day on Monday, May 26, 2014. The parade will begin at 10:00 a.m. from the intersection of Mooney Street and Grand River and will end at Oakland Avenue. The parade will terminate at Memorial Park across from City Hall. At its conclusion, the parade will have a memorial service. Mr. Lerner will attend the council meeting to answer additional questions.

Agenda Review
Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending



the Farmington Memorial Day Parade

Sponsored by American Legion Groves-Walker Post 346 and the Xemplar Club of Farmington & Farmington Hills



The Xemplar Club of Farmington & Farmington Hills ▼ 28600 Eleven Mile Road ▼ Farmington Hills, MI 48336 ▼ www.memorialdayparade.us

January 21, 2014

Vince Pastue
City Manager
City of Farmington
23600 Liberty Street
Farmington, MI, 48335

Re: Farmington Memorial Day Parade

Dear Vince,

Confirming our conversation last week, the Xemplar Club of Farmington & Farmington Hills has been asked to take over management of the Farmington Memorial Day Parade. The Board of the Xemplar Club has agreed to coordinate the event with American Legion Groves-Walker Post 346 in 2014, to insure a smooth transition and to continue the tradition of excellence the parade is known for.

Through the joint efforts of many Veterans Organizations within the local community, we are planning to celebrate Memorial Day in Farmington on Monday, May 26, 2014. There will be many activities that day, beginning with the parade. On behalf of the Parade Committee, we hereby request a parade permit be issued to the Xemplar Club for the Farmington Area Memorial Day Parade.

The following information may be useful in planning for the events on May 26:

- Veterans, community organizations, schools, clubs and elected officials wishing to march in the parade can register online at www.memorialdayparade.us.
- Volunteers who would like to assist with the event can also sign up on the parade web site.
- Parade participants will begin staging at 9:15am at various locations to the west of the intersection of Orchard Lake Road and Grand River Avenue.
- The parade will commence at 10:00am from the intersection of Mooney Street and Grand River Avenue.
- The parade will travel west on Grand River, ending at Oakland Avenue.
- A memorial service will take place at the War Memorial Monument immediately following the end of the parade.
- All festivities should end by 11:30am at which time the community is invited to the Groves -Walker Post for lunch.

On behalf of the Xemplar Club, we thank the City of Farmington and the American Groves-Walker Legion Post 346 for the opportunity to continue this great tradition. We look forward to honoring our war veterans, and those who have made the ultimate sacrifice for our freedoms, for many years to come.

Sincerely,

Richard Lerner
Director of Community Relations
Xemplar Club of Farmington & Farmington Hills
richard@xemplarclub.org

**Farmington City Council
Staff Report**

Council Meeting Date:
February 17, 2014

**Reference
Number**

Submitted by: Vincent Pastue, City Manager

Description: Consideration of Resolution Authorizing a New Microbrewery to Operate at 33336 Grand River, Farmington, MI 48336

Requested Action:

Move to Approve Local Government Approval Resolution authorizing a new Microbrewery to operate at 33336 Grand River, Farmington, MI. 48336

Background:

The public safety department received a request from Gary Schlaff (father), Jason Schlaff (son) and Jason Hendricks to open a microbrewery at 33336 Grand River, Farmington, MI 48336. The department conducted a background investigation on all three subjects and found no cause to deny the request. Jason Schlaff and Jason Hendricks have been making home brewed beer as a hobby for some time and have discussed opening a business for many years. Both are currently employed as chemists with a company in Livonia.

At this time, they are not seeking an outdoor service permit or entertainment permit. There will be no food prepared at the business, but patrons would be allowed to bring food in according to Michigan Liquor Control Commission rules. This could be a benefit to other businesses in the downtown that offer carry-out.

The public safety department is recommending approval of the resolution

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

RESOLUTION NO. (ID # 1478)

**Farmington Department of Public Safety
Michigan Liquor Control Commission (MLCC) Local Government Approval
Background Report**

Date: February 11, 2014

Assigned investigator: Commander Frank Demers

Business Address: 33336 Grand River Ave (Former location of Meant-To-Be Café)

Applicants:

Jason Michael Schlaff
35249 Caryn St.
Farmington Hills, MI 48331
Cell: 248-227-6867

Gary Michael Schlaff
35249 Caryn St
Farmington Hills, MI 48331
Home: 248-553-6801

Jason Robert Hendricks
8936 Denne St
Livonia, MI 48150
Cell: 734-891-0304

Investigation Summary

On Wednesday, February 5, 2014, I was contacted by Annette Knowles regarding a request for Local Government Approval for a micro-brewery to operate at 33336 Grand River Avenue. Knowles advised that the City Manager's office requested a standard MLCC background check on the applicants prior to presenting the resolution to City Council for final approval.

On Friday, February 7, 2014, I met with the applicants to discuss their business plan and obtain their background information. Gary and Jason Schlaff (father and son) are longtime residents of Farmington Hills. Gary Schlaff is a marketing manager with WXYZ and is planning on retiring in the very near future. Jason Schlaff and Jason Hendricks are currently employed as chemists with RIT Laboratory in Livonia. The applicants have brewed homemade beer as a hobby for many years and often discussed the possibility of opening their own micro-brewery.

CLEMIS:

No remarkable police contacts for all applicants.

LEIN/SOS/CCH:

The applicants are nil LEIN with no (43) convictions on record. Each applicant has a valid Michigan driver's license.

Additional information:

The applicants explained that they plan to operate their micro-brewery similar to other popular micro breweries in the Metro-Detroit area. They cited the Witches Hat in South Lyon and the Liberty Street Brewery in Plymouth as comparable businesses. The micro brewery vats and processing equipment will be located behind the bar and they plan to have tables and chairs situated throughout the open space. In addition, there will be a tasting area in a room separate from the bar area. The applicants have no plans for immediate outdoor service, but they may pursue this at a later time.

There will be no food service offered, but the applicants will seek an allowance in the MLCC guidelines for micro-breweries which allows patrons to bring carry-in food. The applicants may also pursue an entertainment permit to allow bands to play on site.

The applicants are eager to work with the City in order to ensure an orderly process for opening their business. As of this date, they have not signed the lease for the location, but they expect that the lease will be signed very soon. The applicants appear to be well-versed with the MLCC guidelines specific to micro-brewery licenses.


Building Inspection

Pending (not necessary for this resolution)

Recommendation

There were no issues of concern raised about any of the applicants as a result of their background investigations. It is my recommendation that the City of Farmington move forward with the resolution for Local Government Approval for a micro-brewery to be located at 33336 Grand River Avenue.

Respectfully Submitted,



Commander Frank Demers



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC use only)

Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new license application and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution, or provide a resolution, along with certification from the clerk, or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)
called to order by _____ on _____ at _____
(date) (time)
the following resolution was offered:
Moved by _____ and supported by _____
that the application from _____
(name of applicant)
for the following license(s): _____

to be located at _____

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Name and title of authorized clerk (please print): _____

Signature of authorized clerk and date: _____

Phone number and e-mail of authorized officer: _____

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

RECEIVED
2-5-14
#6



Michigan Department of Licensing & Regulatory Affairs
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
 7150 Harris Drive, P.O. Box 30005
 Lansing, Michigan 48909-7505

Michigan Brewer & Micro Brewer Requirements and General Information

A "Brewer" license, as defined by MCL 436.1105(11), is issued by the Michigan Liquor Control Commission to a person located in Michigan to manufacture and sell to licensed wholesalers, beer produced at the licensed brewery facility.

- May sell beer it manufacturers to licensed Michigan wholesalers who may resell it to licensed Michigan retailers.
- May have multiple brewing facilities. Each brewing facility located in Michigan requires a separate Brewer license. Each license must be issued in the same legal entity.
- A Brewer may sell to consumers for on-premises consumption from one, and only one, brewing facility in Michigan.
- May offer free samples to consumers from the brewery facility.
- May sell beer it manufactures to consumers for off-premises consumption (take-out) from the brewery premises with no additional license.
- May not sell beer directly to retail licensees. All distribution to retailers must be done through licensed wholesalers.
- Must enter into exclusive territory agreement with each wholesaler.
- Must obtain a "Brewer's Notice" from the Alcohol, Tobacco, Tax & Trade Bureau (TTB).

A "Micro Brewer" license, as defined by MCL 436.1109(3), is issued by the Commission to a person located in Michigan to manufacture no more than 30,000 barrels per year and sell to licensed wholesalers, beer produced at the licensed brewery facility.

- May sell beer it manufactures to licensed Michigan wholesalers who may resell it to licensed Michigan retailers.
- May have multiple brewing facilities. Each brewing facility located in Michigan requires a separate Micro Brewer license. Each license must be issued in the same legal entity.
- In determining the 30,000-barrel limit for a Micro Brewer, the combined production of all brewing facilities, including those located outside Michigan shall be considered.
- May offer free samples to consumers from the brewery facility.
- May sell beer it manufactures to consumers for on-premises consumption from the brewery premises without any additional license.
- May sell beer it manufactures to consumers for off-premises consumption (take-out) from the brewery premises with no additional license.
- May not sell beer directly to retail licensees. All distribution to retailers must be done through wholesalers.
- Must enter into an exclusive territory agreement with each wholesaler.
- Must obtain a "Brewer's Notice" from the Alcohol, Tobacco, Tax & Trade Bureau (TTB).

How To Apply For A License:

Please refer to the "Manufacturers & Wholesale License Application Process" information sheet for applicable forms and required documents.

All forms are available on our website at: www.michigan.gov/lcc --> Commission Forms --> Manufacturers & Wholesalers.

Licensing Requirements:

Federal Basic Permit:

Receipt of a Federal "Brewer's Notice" issued by the Alcohol and Tobacco Tax and Trade Bureau ("TTB") is required prior to the issuance of a Brewer/Micro Brewer license.

- Administrative rule R 436.1609(1)

The Commission may waive the church/school provision if the church or school does not file an objection to the proposed license. If the church or school files an objection, the Commission will hold a hearing before making a decision on the issuance of the license.

- MCL 436.1503

Manufacturing & Labeling:

Beer must be manufactured in accordance with federal beer regulations published in the Code of Federal Regulations (CFR) Title 27, Part 25. Contact the TTB for details.

- Administrative rule R 436.1611

Label Registration:

All beer products sold in Michigan must have labels approved by the Commission prior to being sold. All beer sold in Michigan must be labeled in accordance with TTB regulations. The Commission uses an on-line label registration process which requires prior registration with the TTB. Upon licensure, you will be provided with a password and instructions to access the on-line registration site. There is no fee for Michigan label registration.

- Administrative rule R 436.1611

Mandatory Label Information (Pursuant to TTB Regulations):

- Brand name.
- Class, type or, in lieu of, a truthful & adequate statement of composition shall appear on the brand label of the product.
- Name and address of bottler or packer where bottled or packed.
- Net contents.
- Government Warning Statement.
- Alcohol content by volume is optional.

For Federal Labeling information contact:

Alcohol and Tobacco Tax and Trade Bureau
Alcohol Labeling & Formulation
650 Massachusetts Ave., N.W.
Washington, DC 20226
(866) 927-2533
www.ttb.gov

Container Deposits:

Beer, mixed wine drink (wine coolers) & mixed spirit drink (spirit coolers) sold in containers of one (1) gallon or less must comply with the Beverage Container Act (Initiated Law of 1976) by requiring a deposit of not less than 10 cents per container when sold to consumers. Containers must be clearly labeled with the name of this state and the deposit amount. "MI" or "MICH" are acceptable abbreviations for Michigan. The wholesaler who sells the returnable containers to their retail customers initiates the container deposit.

- MCL 445.571 – MCL 445.576

Beer Excise Tax Reports:

Michigan beer excise tax rate is \$6.30 per barrel. A barrel contains 31 gallons. The excise tax equates to approximately 46 cents for a case containing 24/12 ounce containers. Brewers and Micro Brewers are responsible for paying the Michigan beer excise tax on all beer sold in this state. Taxes are collected on a monthly basis (biweekly if your monthly tax liability averages \$50,000 or more). Sales and shipments made to military installations, Indian reservations or out-of-state by Brewers/Micro Brewers are nontaxable. Beer that is provided as samples in a hospitality room of a brewery or beer damaged in the process of brewing is also nontaxable. Beer that is sold for on-premise consumption by a Micro Brewer is subject to the beer excise tax.

A report of operations (copy of TTB - Report of Operations) is due in the Commission's Lansing office not later than the fifteenth day of the month for the preceding month's activity. Copies of invoices verifying sales to Michigan wholesalers or a summary report of wholesaler sales are submitted with your monthly beer excise tax report. Payment of the beer excise tax shall accompany the report. Monthly reporting forms and instructions will be supplied to each applicant upon licensure. Wholesalers must be supplied with two copies of each invoice.

Brewers & Micro Brewers who manufacture less than 50,000 barrels of beer per year, are eligible for a credit against future beer excise taxes in the amount of \$2.00 per barrel for the first 30,000 barrels per year.

- MCL 436.1409, administrative rule R 436.1621

Sales to Wholesalers:

Brewers and Micro Brewers must grant each of their wholesalers with an exclusive sales territory. A Brewer or

and sale of wine, brandy, mixed spirit drinks or distilled spirits.

- MCL 436.1111(9), MCL 436.1109 (6), MCL 436.1113(9)

Beer and Wine Sampling Permit:

A Micro Brewer may obtain a Beer and Wine Sampling Permit which allows beer and wine tastings to be conducted on licensed off-premises accounts that hold a Specially Designated Merchant (SDM) license. There is a one time \$70.00 fee for this permit. Upon issuance of this permit notification of sampling events must be received at least 10 days prior to the event and all employees or licensed agents conducting the sampling event must have successfully completed a server training program approved by the MLCC.

- MCL 436.1537

Permits:

There are additional permits that a Brewer or Micro Brewer might want to apply for to be held in conjunction with their primary license.

- **Outdoor Service Permit** - Permit allows the sale and consumption of alcoholic beverage in outdoor patio areas. The area must be under the control of the licensee.
- **Specific Purpose Permit** - Permit required to remain open for business after the legal closing hour of 2:00am, or to be open for business before 7:00am Monday through Saturday, or to open before 12:00 noon on Sunday, for the sale of food.
- **Direct Connection** - Technically this is not a Permit but rather permission from the Commission to maintain a direct connection between licensed premises and nonlicensed premises. This permission will be required if your operations include multiple license holders who maintain inside connections to either nonlicensed premises or licensed premises under the control of another licensee.
- **Living Quarters Permit** - Permit required when living quarters are directly connected to the licensed premises.
- **Dance Permit** - Permit required for dancing by customers on the licensed premises. Dance floor must be clearly marked, void of tables and chairs when in use and a minimum of 100 square feet in dimension. Permit allows for dancing during the legal hours for the sale of alcoholic liquor only.
- **Entertainment Permit** - Permit required for monologues, dialogues, motion pictures, still slides, closed circuit television, contests, or other performances for public viewing on the licensed premises. An Entertainment Permit does not allow topless entertainment. Permit allows for entertainment only during the legal hours for the sale of alcoholic liquor. You do not need an Entertainment Permit for live bands, the playing of an orchestra, piano, or other types of musical instruments, singing or the viewing of any publicly broadcast television of a federally licensed station.
- **Sunday Sales AM** – Permit required for the sale of beer from 7:00 a.m.- 12:00 noon, unless prohibited in the county and local governmental unit where the licensed establishment is located, \$160.00 fee.

Salesperson License:

Any person employed by a Brewer/Micro Brewer to sell, deliver, promote, or otherwise assist in the sale of alcoholic liquor in this state is required to hold a Salesperson license issued by the Commission. Employees who work exclusively at the brewery premises and have no personal contact with wholesalers, retailers or consumers, off brewery premises, do not need a Salesperson license. Salesperson licenses are available from the Manufacturers & Wholesalers Section. Salesperson licenses are currently \$35.00 for a three-year licensure period. Salespersons must be at least 18 years of age. Licensed Salespersons are prohibited from being employed by a retail licensee on a paid or any other basis.

- Administrative rule R 436.1853

Aid & Assistance Prohibition:

Section 609 of the Code, being MCL 436.1609, and Rule 436.1035 prohibit alcoholic beverage manufacturers, suppliers or wholesalers from aiding or assisting any other licensee by giving them anything of value. Further, a licensee is prohibited from accepting aid and assistance from another industry member. Alcoholic beverage suppliers are prohibited from giving anything of value to their wholesalers or retailers. Likewise, alcoholic beverage wholesalers are prohibited from giving anything of value to their retailers. This principle is the cornerstone of Michigan's trade practices regulatory structure. It is designed to provide a level playing field for all industry members. Suppliers and wholesalers are prohibited from giving anything of value to retail licensees, including but not limited to: alcoholic beverages, merchandise, furniture, fixtures, equipment, uniforms, cash or loans, labor, etc. While wholesalers and suppliers may provide point-of-sale materials such as posters, banners, table tents, flyers, etc., to retailers promoting their brands and prices, they are prohibited from providing anything that has any secondary use, value or purpose, other than actual advertising value to retailers without prior Commission approval. This same principle prohibits suppliers and wholesalers from

Contract Brewing:

A Brewer or Micro Brewer may contract brew beer for another person. Such contract-brewed beer is basically treated like any other beer. The Brewer or Micro Brewer producing the beer is responsible for registering the product and trade name with TTB and the Commission; paying the beer excise taxes to the Commission for the beer sold in Michigan; assigning sales territories to wholesalers; and selling the beer only to licensed Michigan wholesalers. Contract brewed beer is no different than any other beer except that some one else may own the trade name, formula and label rights. Brewers may produce private labeled beer for retail licensees under this scenario.

- Administrative rule R 436.1615

Compliance with Laws, Zoning & Ordinances

A Brewer/Micro Brewer must comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules and ordinances.

- Administrative rules R 436.1003, R 436.1105(3), R 436.1702

How to Contact the Michigan Liquor Control Commission:

Questions relating to Brewer/Micro Brewer licenses and other non-retail licenses may be directed to:

Michigan Liquor Control Commission
Manufacturers & Wholesalers Section
P.O. Box 30005
Lansing, MI 48909-7505
(517) 322-1415 (517) 322-5046 (fax)
E-mail: whiteheadt@michigan.gov

Website: www.michigan.gov/lcc

**Farmington City Council
Staff Report**
Council Meeting Date:
February 17, 2014

**Reference
Number
(ID # 1479)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve Amendments to the Downtown Development Authority Bylaws

Requested Action:

Move to approve amendments to the DDA bylaws as presented.

Background:

At their November 2013 meeting the Board of Directors of the Downtown Development Authority approved minor changes to their bylaws. The first two changes listed below were incorporated into an ordinance amendment in 2011 but never incorporated into the DDA bylaws. City Administration recommends approving the amended bylaws as listed below.

1. The number of board members was reduced from eleven to nine. This affected the number of individual board members that constitute a quorum.
2. The Mayor replaced the City Manager as the designated executive officer from the City.
3. The name of the Economic Restructuring committee was changed to Business Development.

Agenda Review
Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

"APPENDIX B"

AMENDED BYLAWS OF
THE DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF FARMINGTON

Article 1
Purposes and Powers

Section 1: Purposes

The Downtown Development Authority is organized pursuant to City of Farmington Ordinance No. C-532-86 (the "Ordinance") and Act 197 of the Public Acts of 1975 of the State of Michigan (the "Act"). The Authority shall seek to fulfill the purposes listed in the Ordinance and shall provide for the ongoing maintenance, promotion, security, and continued operation of the downtown district as provided in Act No. 260 of the Public Acts of the State of Michigan.

Section 2: Powers

The Authority holds all of the powers granted by the Ordinance and the Act now or hereafter conferred by law on Authorities organized under the Act.

Article 2
Board of Directors

Section 1: General Powers

The Authority shall be under the supervision and control of a board of directors who may exercise all of the powers provided under the Ordinance and the Act.

Section 2: Number, Tenure, and Qualifications

The board of directors shall consist of ~~eleven~~nine persons, the ~~City Manager~~Mayor of the City of Farmington and ~~ten~~eight additional members, each appointed for four years. With the exception of the ~~City Manager~~Mayor, a member shall not serve for more than two consecutive four-year terms. These term limits shall apply to members appointed after the revisions of February 20, 2006 have been approved by City Council. At least ~~six~~five of the members shall

City of Farmington DDA Bylaws
Page 2

have an interest in property in the downtown district; at least one shall be a resident of an adjacent residential area and at least one shall be a resident of the downtown district if the district has one hundred or more persons residing within it.

Before assuming the duties of office, a member shall qualify by taking the constitutional oath of office.

Members of the board shall continue in office until a successor has been appointed.

Section 3: Selection of Board Members

The Mayor of the City of Farmington, with the advice and consent of the City Council, shall appoint the members of the board.

If a vacancy is created by death, resignation, or removal of a member, a successor shall be appointed by the Mayor, with the advice and consent of the City Council, within thirty days to hold office for the remainder of the term so vacated.

Section 4: Compensation of Members

Members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

Section 5: Removal

Pursuant to proper notice and an opportunity to be heard, a member may be removed from office for cause by a majority vote of the City Council. Sufficient cause for removal includes, but is not limited to, neglect of duty, nonattendance at meetings, or loss of status conferred by an interest in the downtown district.

Section 6: Disclosure of Interest

A board member who has a conflict of interest regarding any matter before the Authority shall disclose the interest prior to any action by the Authority with respect to the matter. The disclosure shall become a part of the record. Any member making such disclosure shall then refrain from participating in the Authority's decision making process relative to the matter.

City of Farmington DDA Bylaws
Page 3

Article 3
Officers

Section 1: Election and Tenure

The officers of the Authority shall be a president, vice president, and secretary; and shall be elected, by the board of directors, at the first regular meeting and each annual meeting thereafter.

An officer shall serve a term of one year and until a successor has been elected. No term of office shall extend beyond the membership term of the member.

Section 2: Vacancies and Removal

A vacancy may be filled by majority action of the board of directors. An officer may be removed at any time by majority action of the board.

Section 3: President

The president shall preside at meetings of the board and shall perform such duties as may be assigned from time to time by the board.

Section 4: Vice President

The vice president shall perform the duties of the president in the latter's absence and such other duties as may be assigned from time to time by the board.

Section 5: Secretary

The secretary shall have and perform the following duties and responsibilities:

- (a) Maintain custody of the official seal and of records, books, documents and other papers; attend meetings of the board and keep a record of its proceedings.
- (b) Perform other duties as may be assigned from time to time by the Board.

City of Farmington DDA Bylaws
Page 4

Article 4
Employment of Personnel

Section 1: Staff

The board may employ and fix the compensation of an executive director and other personnel as provided in the Act; Section 5.

Employees of the Authority shall be eligible to participate in the retirement and insurance programs of the city of Farmington and shall be subject to the procedures stated in the personnel manual of the city.

Section 2: Contracts for Administrative Services

The board may contract with the city of Farmington for any or all administrative, planning and legal services in support of its operations.

The treasurer of the city of Farmington shall serve as treasurer of the Authority and shall have the following duties:

- (a) Maintain the financial records of the Authority.
- (b) Sign all checks, which must be countersigned by either the president or the secretary of the board.
- (c) Prepare financial reports as required by law.
- (d) Furnish bond in an amount determined by the board.

Article 5
Meetings

Section 1: Annual Meeting

An annual meeting shall be held in March of each year. Officers of the board shall be elected at the annual meeting. If, for any reason, election of officers should not occur at the annual meeting, the board shall elect officers at a regular or special meeting within ninety days.

City of Farmington DDA Bylaws
Page 5

Section 2: Regular Meetings

Regular meetings of the board shall be held at a time and place set by the board.

Section 3: Special Meetings

Special meetings shall be held whenever called by the president, the executive director, or any two members of the board upon eighteen hours written notice of the time and place of the meeting.

Section 4: Notice of Meetings

All meetings shall be preceded by public notice posted eighteen hours prior to the meeting in accordance with Act 267 of the Public acts of 1976, as amended (the Open Meetings Act).

Section 5: Agenda

An agenda shall be prepared for all meetings and copies provided to the Authority members at least 18 hours prior to the meeting. Any member of the Authority may place an item on the agenda.

Section 6: Quorum and Voting

Any ~~six~~ five members of the board shall constitute a quorum. The vote of the majority of the members present at the meeting at which a quorum is present shall constitute the action of the board unless the vote of a larger number is required by statute or elsewhere in these bylaws.

Section 7: Order

Robert's Rules of Order will govern the conduct of all meetings.

Section 8: Open Meetings

All meetings of the Authority shall be open to the public in accordance with Public Act 267 of 1976.

Article 6
Advisory Committees

Section 1: Establishment

The board of directors, by majority action, may designate one or more committees to advise the board. The president shall appoint the members of advisory committees with the consent of a majority of the board of directors.

The Executive Committee shall be one such standing committee. The Executive Committee shall be comprised of the DDA president and the Chairs of the Organization, Promotions, Design, and **Economic Restructuring Business Development** committees from the Main Street Program. This committee shall meet periodically to review upcoming DDA agenda items and to coordinate between the various Main Street Committees.

Section 2: Terms of Office

Each member of an advisory committee shall continue in office until the next annual meeting of the Authority and until a successor is appointed, unless the committee shall be terminated, or unless the member shall be removed by majority vote of the board of directors.

Section 3: Chairpersons

The president of the board shall appoint a chairperson of each advisory committee with the consent of a majority of the board of directors.

Section 4: Quorum

A majority of the whole committee shall constitute a quorum and acts of a majority of the members present at a meeting shall be the acts of the committee.

Article 7
Main Street Program

Section 1: Purpose

The Farmington Main Street Program shall utilize the technical assistance provided by **Main Street** Oakland County **Main Street** and its partner National Main Street Center to further economic development in the

City of Farmington DDA Bylaws
Page 7

Downtown Development Authority District ("DDA District") while maintaining the historic character of Farmington.

Section 2: Committees

Four committees ("Main Street Committees") shall be maintained to set goals and revitalize the DDA District.

- a. Organization – builds consensus and cooperation among the many groups and individuals who have an important role in the process
- b. Promotion – markets the traditional commercial district's assets to customers, potential investors, new businesses, local citizens and visitors
- c. Design – enhances the physical appearance of the DDA District by rehabilitating historic buildings, encouraging supportive new construction, developing sensitive design management systems and long-term planning
- d. ~~Economic Restructuring~~Business Development – strengthens the DDA District's existing economic base while finding ways to expand it to meet new opportunities and challenges from outlying development.

Section 3: Membership

The committees shall be comprised of volunteers of residents and business owners in the greater Farmington area. The president shall appoint the members of the Main Street Committees with the consent of a majority of the board of directors.

Section 4: Chairpersons

The president of the board shall appoint a chairperson of each Main Street Committee, with the consent of a majority of the board of directors. The Chairperson shall be responsible for running the committee meetings and for serving on the Executive Committee.

Section 5: Quorum

A majority of the whole committee shall constitute a quorum and acts of a majority of the members present at a meeting shall be the acts of the committee.

City of Farmington DDA Bylaws
Page 8

Article 8
Fiscal Year, Budget, Financial Reports

Section 1: Fiscal Year

The fiscal year of the Authority shall be the same as the fiscal year of the city of Farmington.

Section 2: Adoption of a Budget

The board shall annually prepare a budget and shall submit it to City Council on the same date that the recommended budget for the city is required by City Charter to be submitted by the city manager to the Council. The board shall not finally adopt a budget for any fiscal year until it has been approved by the City Council. The board may temporarily adopt a budget in connection with the operation of any improvements which have been financed by revenue bonds where required to do so by the ordinance authorizing the bonds.

Section 3: Audit and Financial Reports

The Authority shall submit financial reports to the City Council at the same time and on the same basis as departments of the city are required to submit reports. The Authority shall be audited annually by the same independent auditors auditing the city and copies of the audit report shall be filed with the City Council.

As required by the Act, the financial records of the Authority shall always be open to the public and a monthly accounting of expenses will be made at a regular board meeting, or to the City Council if the Authority is not scheduled to meet.

Article 9
District Boundaries

The Authority shall exercise its powers within the DDA District of the city of Farmington as designated in the Ordinance establishing the Authority as the Ordinance may be amended from time to time.

City of Farmington DDA Bylaws
Page 9

Article 10
Miscellaneous

Section 1: Corporate Seal

The board shall adopt a corporate seal.

Section 2: Books and Records

The Authority shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its members, board, and committees having any of the powers of the board, and shall keep at the principal office a record of the names and addresses of members entitled to vote. All books and records of the Authority shall be open to the public.

Section 3: Offices

The Authority may establish an office, or offices, as the board may determine, or as the affairs of the Authority may require.

Article 11
Amendments to the Bylaws

Section 1: Amendments

The board shall have power to make, alter, or amend the bylaws in whole or in part, to be effective upon approval of the City Council of the city of Farmington.

RCS/map
3/3/86 (original)

(1/31/05 - Retyped with no change in wording)

AMENDMENTS INTRODUCED: 1-17-06
ADOPTED: 2-20-06
EFFECTIVE: 3-13-06
PUBLISHED: 3-05-06

**Farmington City Council
Staff Report**
Council Meeting Date:
February 17, 2014

**Reference
Number
(ID # 1480)**
Submitted by: Robert Schulz,

Description: Consideration to Authorize the Purchase of Two Police Patrol Vehicles

Requested Action:

Move to approve the purchase of two police patrol vehicles from Gorno Ford, Woodhaven MI, in the amount of \$51,730.

Background:

The Public Safety Department is requesting authorization to order two 2014 Ford Police Interceptor Utility Vehicles for the replacement of two police patrol vehicles. The order would take place in February but delivery would not occur until after July 1, 2014 into the next fiscal year. The budget forecast programs two vehicle replacements for Fiscal Year 2014-15.

The requested purchase is part of the on-going replacement program for public safety vehicles. The two vehicles being replaced both have over 85,000 miles. If purchasing (order) now, Gorno Ford has provided us with an estimated price of \$25,865 per vehicle if ordered prior to March 1 with delivery after July 1. The price after March 1, per vehicle will increase an estimated \$400-600 per vehicle. The request is to order two (2) 2014 Ford Police Interceptor Utility Vehicles with similar options as the 2013 Utility vehicles purchased in 2012 and 2013.

The Ford Interceptor Utility Vehicle was selected because of both cost and effectiveness. The Ford Interceptor Utility Vehicles we are currently using have worked very well for the department. The Chevrolet Tahoe was much too large of a vehicle for routine patrol, not fuel efficient and more expensive. The Ford Sedan does not have the trunk space needed for the additional public safety equipment to be carried in the patrol vehicles. The purchase of these utility vehicles over the next year will allow us to have a full fleet of Explorer Police Utility Vehicles. We also have eliminated our Expedition SUV. The special response and tactical equipment currently carried in the Utility vehicles has allowed for better officer safety and faster tactical responses to incidents involving weapons or serious crimes.

The bid price from Signature Ford was \$27,939(+2,104) per vehicle. Jorgensen Ford was did not provide a quote this year. The past few years they have been \$2000-3000 more than the other bids.

Agenda Review
Review:

Robert Schulz **Pending**
City Manager **Pending**
City Council Pending

**Farmington City Council
Staff Report**
Council Meeting Date:
February 17, 2014

**Reference
Number
(ID # 1481)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Participate in the Oakland County Tri-Party Road Improvement Program

Requested Action:
Move to approve participation in the FY 2014 Tri-Party Program

Background:

The Road Commission for Oakland County again invites the City of Farmington to participate in the proposed 2014 Tri-Party Road Improvement Program. The Oakland County Board of Commissioners has recommended approval of \$1,000,000 in the 2014 county budget as the first step in creating a \$3,000,000 Tri-Party Program of which \$1,500,000 will be designated for cities and \$1,500,000 for townships. The program involves the City contributing one-third, the County contributing one-third, and the Road Commission contributing one-third toward eligible projects. Eligible projects would be limited to those roads within the Road Commission for Oakland County's jurisdiction.

City Administration is recommending renewed participation in this program. A few years ago, the program was scheduled to be phased out and in anticipation of this the City terminated its participation. However, the program survived and City Administration is recommending renewing participation.

Financial Impact

The cost to participate is \$3,695 which would be expensed in the Major Street Fund. In the past, our participation amount annually was \$9,000.

Agenda Review
Review:

Vincent Pastue	Pending
City Manager	Pending
City Council	Pending



January 31, 2014

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Gregory C. Jamian
Commissioner

Eric S. Wilson
Commissioner

Dennis G. Kolar, P.E.
Managing Director

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

31001 Lahser Road
Beverly Hills, MI
48025

248-645-2000

FAX
248-645-0618

TDD
248-645-9923

www.rcocweb.org

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

RE: FY 2014 Tri-Party Program

Dear Mr. Pastue:

Your participation is requested in the FY 2014 Tri-Party Program. The fiscal year governing this program is October 1, 2013 through September 30, 2014. The Oakland County Board of Commissioners has approved a Tri-Party budget of \$1,000,000 to create a \$3,000,000 program for FY 2014. A total of \$1,500,000 will be designated for townships and a total of \$1,500,000 will be designated for cities and villages.

The distribution formula and method of calculation of Tri-Party allocations have remained the same. For cities and villages, it includes RCOC road miles and three-year average annual accidents. For townships, the most recent census population figures are combined with RCOC road miles and three-year annual accidents. The figures for these three factors (population, miles and accidents) are calculated as the individual community's percentage of the total of each factor in each type of community. For example, county road accidents in a city or village are divided by the total of all county road accidents in all cities and villages. The distribution formulas have been used for years in an attempt to most equitably distribute the Tri-Party dollars.

Separate formulas are used because population in the city/village equation would skew the results toward more densely populated cities with fewer RCOC road miles. In townships, on the other hand, population has been used as a determining factor to prevent the distribution from being skewed toward townships with high road miles and small populations.



City / Village Formula:
$$\text{Community Allocation} = \frac{Ad_{cv}(Ca + Rm)}{2}$$

Where: Ad_{cv} = Total Amount for distribution to cities and villages
 Ca = Community % of total accidents on county roads in cities and villages
 Rm = Community % of total county road miles in cities and Villages

(Note that accidents are an annual average for a three-year period)

Township Formula:
$$\text{Community Allocation} = \frac{Ad_T(Ca + Pc + Rm)}{3}$$

Where: Ad_T = Total Amount for distribution to townships
 Ca = Community % of total accidents on county roads in all townships
 Pc = Community % of total population in all townships
 Rm = Community % of total county road miles in all townships

(Note that accidents are an annual average for a three-year period)

Although the method of calculation and the factors involved have remained the same, the data on which those calculations are based has changed.

Population data is changed only after a decennial census or if the Census Bureau issues revised numbers. The data includes the most recent counts from the 2010 Census.

As in the past, RCOC road miles change only to reflect abandonments, transfers of jurisdiction, or the addition of new roads.

The most recent traffic accident data available from the Traffic Improvement Association of Oakland County is from 2010 to 2012.

Your program allotment for this year is \$11,084 and your share will be \$3,695. Any funds remaining from previous years may be added to this amount for use in 2014. If you do not wish to participate in this program, please contact me as soon as possible so your program allotment can be distributed as necessary.



The Tri-Party Program operates as follows:

- 1) Projects intended for 2014 construction must be selected by May 2014.
- 2) Projects that cost more than the allocation may be selected if the community provides the additional funding.
- 3) Funding agreements should be executed before bids are accepted.
- 4) Projects that improve road safety take precedence over other project types, e.g., congestion or drainage.
- 5) Due to the Road Commission's current road project commitments, consultant engineers may need to be utilized for project administration and implementation.

A schedule of events has been established as detailed below. If you are unable to meet any of the dates below, please inform me as soon as possible.

DEADLINE	ACTIVITY
May 2014	Potential project locations submitted to Programming Division for review.
June 2014	Project commitments submitted for projects to be constructed in 2014.
July 2014	Project approval by Road Commission and County Board.
July – December 2014	Design, bidding and/or construction period.

A list of suggested project locations is attached. The list indicates some project possibilities collected from local officials, citizens, police reports, accident locations, Department of Customer Services, and Road Commission staff. The list is not in priority order and most do not yet have cost estimates. Also shown are some typical costs for comparison purposes.



In addition, a historical report of your community's Tri-Party Program participation is also attached. The report lists the projects that have been completed with their associated costs. The report also shows the allocations that have been reserved for future Tri-Party projects.

Please contact me at (248) 645-2000, extension 2266 for further discussion or assistance.

Sincerely,

A handwritten signature in black ink that reads "Thomas G. Noechel". The signature is written in a cursive style with a large, prominent "T" and "N".

Thomas G. Noechel
Programming Supervisor

/je
Enclosures

2014 TRI-PARTY PROGRAM
CITY OF FARMINGTON
ALLOCATION FOR 2014: \$11,084

The following list contains typical safety projects with general costs for your information. Actual project costs will vary depending on location and a preliminary concept and estimate should be requested. Below is the list of potential project sites recommended over the past year or so by citizens and officials; many of these have not been field checked.

SAFETY PROJECTS	GENERAL COSTS
Additional right turn lane at intersection	\$125,000 per approach
Approach paving – subdivision street	\$100,000
Approach paving – primary road	\$125,000
Passing lane	\$ 80,000
Widen for 150-200' center left-turn lane	\$200,000 per approach
Shoulder paving one side	\$ 65,000 per mile

POTENTIAL PROJECT LOCATIONS

No suggestions at this time.

ROAD COMMISSION FOR OAKLAND COUNTY
TRI-PARTY PROGRAM

City of Farmington
County Commissioner:

14- William Dwyer

PROJECT DESCRIPTION	Date of Agrmt	Project No.	1980-2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	PROJ TOT.
Farmington @ Alta Loma Signal		36071	9,980										9
9 Mile (Gr River-Hawthorne)		37731	26,331										26
Farmington (8-Gr River)		38171	18,926										18
Orch Lk (Shiawassee-n of 10)	11/8/90	29380	118,787	27,672									146
Orchard Lk, GR to Shiawassee-reconst & widen	11/19/92	40541	53,710										53
Farmington @ Grand River-SCATS installation	5/24/95	95102	22,496										22
Farmington (8 Mile-Gr River) Est Final 2006	9/13/01	43471	159,098										159
9 Mile (Grd Rvr to city limits)	4/12/07	49031			29,681	29,591	3,848						63
Grand River @ Farmington -SCATS Upgrade	4/29/10	50391					25,743	2,257					28
Farmington Road @ Freedom Signal Install	4/29/10	50401						2,454					2
Farmington @ State St. Ped Crossing	4/29/10	50441						8,619					8
AMOUNT REMAINING FOR FUTURE PROJECT			0	0	0	0	0	0	0	0	0	11,084	11
TOTAL			409,328	27,672	29,681	29,591	29,591	13,330	0	0	0	11,084	550
													550

**Farmington City Council
Staff Report**

Council Meeting Date:
February 17, 2014

**Reference
Number**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Renew Interlocal Agreement for Election Programming

Requested Action:

Move to adopt a resolution approving an Interlocal Agreement for Ballot Layout and Coding Services with Oakland County for all elections as presented and authorize the City Clerk to sign the agreement on behalf of the City.

Background:

In accordance with the Urban Cooperation Act, The Oakland County Clerk's Office has requested approval of an Interlocal Agreement for Ballot Layout and Programming Services between Oakland County and the City of Farmington. The agreement would be in effect for five years.

The original agreement was adopted by the Oakland County Board of Commissioners on September 20, 2007 and approved by Council at the October 15, 2007 meeting. The Oakland County Election Division began offering this service with the August 7, 2007 election. All layout and coding (including the ADA AutoMARK equipment) for Federal, State and multi-jurisdictional elections will automatically be performed and billed by the Election Division. The City uses this service for local elections as well. All jurisdictions in Oakland County are part of this Interlocal Agreement.

ALTERNATIVES

No viable alternatives are available.

RECOMMENDATION

It is recommended that Council approve the Interlocal Agreement for Ballot Layout and Coding Services with Oakland County for all elections and authorize the City Clerk to sign the agreement on behalf of the City.

ATTACHMENTS

Resolution and Agreement.

Agenda Review

Review:

Vincent Pastue Pending

City Manager Pending

City Council Pending

Updated: 2/14/2014 9:47 AM by Cheryl Poole

Page 1

RESOLUTION NO. (ID # 1482)

STATE OF MICHIGAN
 COUNTY OF OAKLAND
 CITY OF FARMINGTON

RESOLUTION

A RESOLUTION TO CONTRACT WITH OAKLAND COUNTY FOR BALLOT LAYOUT AND PROGRAMMING SERVICES FOR ALL GENERAL, PRIMARY, SPECIAL AND LOCAL ELECTIONS.

At a regular meeting of the City Council of the City of Farmington held on the 17th day of February, 2014 at 7:00 o'clock p.m.

The following resolution was offered by Councilperson _____ and seconded by Councilperson _____:

WHEREAS, the City of Farmington has determined that it would be beneficial to continue to contract with Oakland County for the ballot layout and programming required to enable electronic voting machines to read election ballots;

NOW THEREFORE, BE IT RESOLVED that Council approves entering into a contract with Oakland County, as presented to the City by the County, providing ballot layout and programming services for all elections; that the City agrees to pay to the County \$300.00 for each election; and that the agreement be for a five (5) year period unless cancelled or terminated by either party as provided for in the contract; that the City agrees to pay the County for such services as provided for in the contract; and authorizes the City Clerk to sign the agreement on behalf of the City.

ROLL CALL

Ayes:
 Nays:
 Absent:

RESOLUTION DECLARED ADOPTED.

 SUSAN K. HALBERSTADT, City Clerk

 I, Susan K. Halberstadt, duly authorized Clerk for the City of Farmington, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Farmington City Council at a regular meeting held on Monday, February 17, 2014 in the City of Farmington, Oakland County, Michigan.

SUSAN K. HALBERSTADT, City Clerk

Farmington City Council Staff Report

Council Meeting Date:
February 17, 2014

**Reference
Number
(ID # 1483)**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve Cross Connection Inspection Program Agreement with HydroDesigns, Inc.

Requested Action:

Move to approve a three-year agreement with HydroDesigns Inc. to conduct water system cross connection inspection program.

Background:

City Administration is recommending that the City Council enter into a three-year agreement with HyrdoDesigns Inc. to conduct the City Water System's cross connection inspection control program which is required by the Michigan Department of Environmental Quality (MDEQ). The purpose of the cross connection program is to prevent backflows into the water distribution system from users that utilize potentially dangerous substances that could represent a major public health problem if introduced in the water system. A short list of water system users that are subject to the cross connection inspection program include: car washes, apartment complexes and other commercial users with irrigation systems, dry cleaners, funeral homes, adult health care facilities, dental offices and manufacturing facilities.

The full scope of services is found in Article II of the Agreement. The annual cost for this service is \$8,604 which would be incorporated into the Water and Sewer Fund budget. The agreement has been reviewed by the City Attorney and HydroDesigns made changes to the agreement as requested by the City Attorney.

There are several reasons that City Administration is recommending the outsourcing of this regulatory function:

1. It is a highly specialized regulatory function that involves on-site inspections, communications with property owners subject to the program requirements, review of reports from environmental consultants regarding system maintenance and reliability, and annual reporting to the MDEQ. It is difficult for all system such as Farmington's to have the time and expertise to manage this program. Furthermore, many larger systems have found outsourcing this function to be cost effective.
2. The MDEQ is currently considering regulations that would expand the program to include residents with irrigation system which would require additional time by Public Works personnel.
3. It allows Public Works personnel to focus on system operations and reliability rather than regulatory enforcement.

City Administration will be recommending an ordinance amendment in which the users subject to the cross connection program will be charged for this regulatory function. This will be discussed further

during the upcoming budget process.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

Corporate Headquarters

5700 Crooks Rd., Ste. 100

Troy, MI 48098

800.690.6651 toll free

248.250.5000 phone

248.786.1788 fax

www.hydrodesignsinc.com

January 27, 2014

Mike Karll

Assistant Superintendent of Public Works

City of Farmington

33720 West Nine Mile Road

Farmington, MI 48335

Dear Mr. Karll,

Based on our current meeting and the information provided by the City, we have prepared a proposal that will meet your specific Cross-Connection Control Program needs. Also, included within this package is our standard Professional Services Agreement. For your convenience, this presentation has been divided into four sections. They include:

- ◆ Background
- ◆ Executive Summary
- ◆ Professional Services Agreement
- ◆ Appendix

This proposal is based upon completing a total of **90** initial inspections, compliance inspections/re-inspections of your commercial, industrial & institutional facilities on an annual basis. These inspection numbers are based upon a total number of commercial/industrial connections estimated at **360**.

This proposal is based on a period of 36 months. High hazard facilities will be re-inspected on an annual basis with all remaining low hazard facilities being inspected on a five-year re-inspection frequency. HDI will assess the degree of hazard of each facility and determined the re-inspection frequency during the initial inspection.

If you have any questions please feel free to contact me at 248.250.5022 or via email at ppatterson@hydrodesignsinc.com. We look forward to working with you and the City of Farmington on this project.

Sincerely,

Paul M. Patterson

Paul Patterson

Director of Operations

Proposal

January 27, 2014

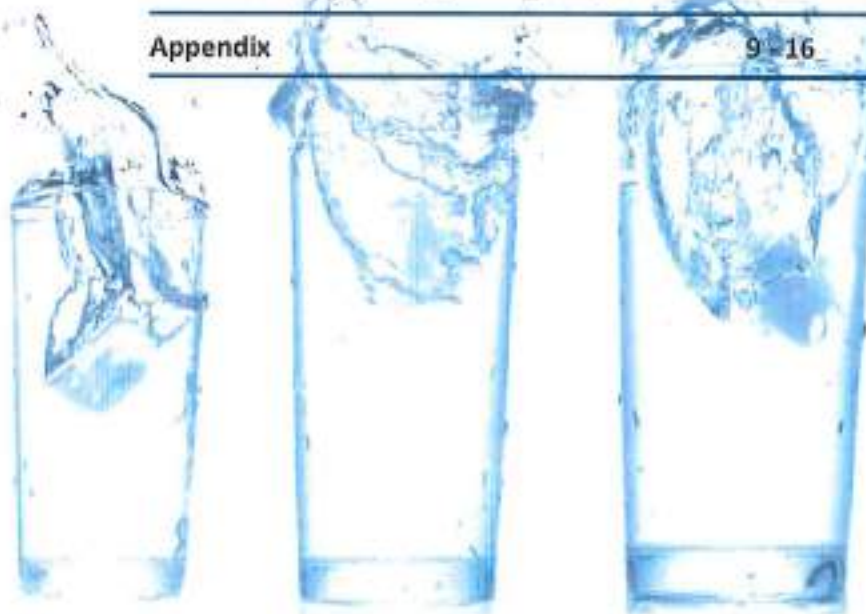
Mike Karl
Assistant Superintendent of Public Works
City of Farmington
33720 West Nine Mile Road
Farmington, MI 48335

Hydro Designs, Inc. Background

Executive Summary 1

Professional Service Agreement 2 – 8

Appendix 9 – 16



We Keep Drinking Water Safe.....”

Hydro Designs, Inc. (HDI) is a professional service firm that has developed a unique niche in the maintenance of drinking water quality and protection from backflow which is the core of our business.

Over the past 28 years our employees have established highly efficient procedures for inspecting, reporting, and maintaining water and other distribution systems.

Our corporate mission is:

“We keep drinking water safe. We make people aware of the inherent risks and associated compliance issues related to water and other distribution systems. Our goal is cost effective compliance.”



Executive Summary

Program Recommendations

Based on our recent conversations, HDI will provide the following services to the City of Farmington. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Farmington with the necessary data and information to maintain compliance with the Michigan Department of Environmental Quality (DEQ) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HDI, you may expect completion of the following elements within a three (3) year period. The components of the project include:

1. Annually, perform a minimum of **90** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the DEQ Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all known backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HDI Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, DEQ Water Bureau Cross Connection Report.
9. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, Internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 717.00	Annual Amount: \$ 8,604.00	3 Year Contract: \$ 25,812.00
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Contract Amount is based upon a 36-month period. HDI will invoice in 36 equal amounts of \$ 717.00



PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this (Date) by and between the City of Farmington, organized and existing under the laws of the State of Michigan, referred to as "Utility", and Hydro-Designs, Inc. a Michigan Corporation, referred to as "HDI".

WHEREAS, the Utility supplies potable water throughout its geographic boundaries to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HDI is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HDI to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HDI as an independent contractor to inspect its potable water distribution system in public, commercial and industrial facilities within the community and document its findings. Each party to this agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water user's facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HDI under this Agreement will include the inspections, compliance, preparation of quarterly management reports, and annual cross connection reports with respect to the Facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Service"). Should other reports be included within the scope of services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW. HDI will review for the Utility Cross Connection Control Program. Items for review include the following:

- Review state & local regulations
- Review wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Prioritize Inspections
- Review procedures and protocol for addressing specific hazards
- Review program reporting procedures
- Review educational and public awareness brochures
- Obtain updated facility listing and address information
- Establish facility inspection schedule
- Review high hazard and large industrial facility inspection/containment procedures

- 2.2 INSPECTIONS.** HDI will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Department of Environmental Quality– Water Bureau Cross Connection Control Rules.
- *Initial Inspection* – the first time an HDI representative inspects a facility for cross connections. Degree of Hazard is assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
 - *Compliance Inspection* – subsequent visit by an HDI representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
 - *Re-Inspection* – Revisit by an HDI representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle).
- 2.3 INSPECTION SCHEDULE.** HDI shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility designated contact person. Initial check in to include a list of inspections scheduled. An exit interview will include a list of inspections completed.
- 2.4 PROGRAM DATA.** HDI will generate and document the required program data for the facilities listed below (in 2.10) using the HDI Software Data Management Program. Program Data shall remain property of the Utility; however, the HDI Software Data Management program shall remain the property of HDI. Data Services to include:
- Prioritizing and scheduling of inspections
 - Notify users of inspections, backflow device installation and testing requirements
 - Monitor inspection and testing compliance
 - Maintenance of program to comply with all DEQ regulations
- 2.5 MANAGEMENT REPORTS.** HDI will submit comprehensive management reports on a quarterly & annual basis to the Utility, which will include the following:
- Report format to include electronic updates and/or hard copy
 - Electronic reports will be available in a downloadable format
 - Number of facilities inspected/surveyed
 - Number of facilities compliant/non-compliant
 - Backflow prevention assembly testing notices sent and compliance status
- 2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HDI will review the current cross-connection control ordinance and cross-connection control plan. Items for review include:
- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
 - Re-inspection frequency for all facilities.
 - Backflow prevention assembly testing requirements.
- 2.7 VACUUM BREAKERS.** Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection.
- 2.8 PUBLIC RELATIONS PROGRAM.** HDI will continue to assist the Utility with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.

2.9 **SUPPORT.** HDI will provide ongoing support via phone, fax, text, internet or email for the contract period.

2.10 **FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users

Complex Facilities. The primary responsibility of the water utility through the State of Michigan Cross-Connection Rules is to protect the public water supply distribution against the entrance of contaminants and/or pollutants. When the water utility is faced with a facility, (i.e., complex piping or potentially hazardous systems) whose internal piping system is difficult or too complex to follow or is subject to frequent unauthorized changes, service line protection or "containment" of the premises should be required. It is the responsibility of the owner of the property to provide adequate protection of the internal plumbing system from cross connections.

2.11 **INSPECTION TERMS.** HDI will perform **270** total inspections over a three (3) year contract period. The total inspections include all initial inspections, compliance and re-inspections.

2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENTAL QUALITY & MICHIGAN ADMINISTRATIVE CODE.** HDI will assist in compliance with DEQ and Michigan Administrative Code cross connection control program requirements for all commercial, industrial, institutional and public authority facilities.

2.13 **POLICY MANUAL.** HDI will review and/or develop the comprehensive cross connection control policy manual/plan.

2.14 **INVENTORY.** HDI shall inventory all accessible (ground level) backflow prevention assemblies and devices. Information for testable assemblies to include: location, size, make, model and serial number if applicable.

2.15 **DATA MANAGEMENT.** HDI shall provide data management and program notices for all inspection services throughout the contract period.

2.16 **ANNUAL YEAR END REVIEW.** HDI will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.

2.17 **CROSS CONNECTION CONTROL BROCHURES.** HDI will provide cross-connection control educational brochures for download at www.hydrodesignsinc.com

2.18 **INSURANCE.** HDI will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.

ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HDI, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HDI has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HDI a complete updated list of facilities to be inspected. Information to include facility name, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$70.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HDI with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. HDI warrants and agrees that it will utilize the logo or letterhead only in the course of its obligations and responsibilities as set forth in this Agreement. Any use beyond that authorized by this Agreement shall be a cause for immediate termination and HDI will be responsible for any and all liability and/or damages incurred by the Utility, including actual costs and attorneys' fees to remedy same, in addition to any other sanctions authorized by law.

ARTICLE IV. Term

- 4.1 TERM AND TERMINATION TERM.** Services by HDI under this Agreement shall commence on (Date) and end three (3) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this agreement within 90 days of its receipt. Failure to execute this Agreement within the 90-day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement, HDI will continue to provide services as specified in this Agreement and the Agreement will automatically continue on a month-to-month basis at the same monthly contract dollar amount unless either party notifies the other in writing prior to sixty (60) calendar days before the end of this Agreement.
- 4.3 TERMINATION.** The Utility or HDI may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts of work performed by HDI.
- 4.4 BASE COMPENSATION.** From (Date) the Utility shall pay HDI as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of \$717.00 per month, \$8,604.00 annually for a three (3) year contract period totaling \$25,812.00.
- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HDI, all payments including base and other compensation shall be due and payable on the first day of each month (due date) for which services will be or have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure

to pay shall be deemed a default under this agreement. For any payment to HDI which is not made within thirty (30) calendar days after the due date, HDI shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility request and HDI consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HDI shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility, additional costs incurred in (a) treating Abnormal or Biological Toxic Materials; (b) disposing of process residue; (c) meeting new or changed government regulations or reporting requirements, including changed effluent or potable water standards which increase the cost of operating the Facilities; (d) arising from construction or modification of the Facilities, or (e) expenditures for Capital Improvement and Capital Repairs.
- 4.7 CLIENT CONFIDENTIALITY.** All communications between HDI and the Utility regarding business practices and other methods and forms of doing business will be considered confidential, subject to the requirements of the Freedom of Information Act as determined in the sole discretion of the Utility.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES –** HDI personnel will not enter into confined spaces.

ARTICLE V. Risk Management

- 5.1 INFORMATION.** Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping, complete accurate data is not always available.
- 5.2 INDEMNIFICATION.** HDI agrees to and shall hold the Utility, it's elected and appointed officers, and employees harmless from any liability and defend and indemnify for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HDI in the performance of its services under this Agreements. To the extent permitted by law the Utility agrees to and shall hold HDI, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the Utility. In the event that both HDI and the Utility are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HDI's liability to the Utility and the Utility's liability to defend HDI for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HDI shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.
- 5.3 HDI INSURANCE.** HDI currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HDI shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. These policies will be in effect at the time HDI takes possession of the Facilities. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this agreement. The Utility and HDI agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HDI as the case may be.
- 5.5 RELATIONSHIP.** The relationship of HDI to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HDI shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HDI, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 REIMBURSABLE EXPENSES.** For the purpose of this Agreement, employee reimbursable expenses shall comply with the published Federal guidelines.
- 5.11 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.12 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has power authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.13 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by Oakland County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.



5.14 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.15 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HDI:

Hydro Designs, Inc.
c/o John Hudak
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005
(248) 789-1788 fax

If to Utility:

Mike Karl
Assistant Superintendent of Public Works
City of Farmington
33720 West Nine Mile Road
Farmington, MI 48335

5.16 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Farmington

By:
Its:

Hydro-Designs, Inc.



By: John Hudak
Its: President/COO



Appendix

Specific Qualifications & Experience

Hydro Designs, Inc. is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HDI conducts over 17,000 Cross Connection Control Inspections *annually*.
- HDI tracks and manages over 27,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HDI recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HDI currently serves over 160 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HDI staff and company are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HDI is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HDI to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



Professional Associations & Organizations

At Hydro Designs, we are citizens of our industry. HDI Associates are active members of the following professional organizations:

- American Backflow Prevention Association (ABPA)
www.abpa.org
- American Public Works Association (APWA)
www.apwa.net
- American Society of Sanitary Engineers (ASSE)
www.asse-plumbing.org
- American Water Works Association (AWWA)
www.awwa.org
- International Association of Plumbing & Mechanical Officials (IAPMO)
www.iapmo.org
- Michigan Section of American Water Works (MI-AWWA)
www.mi-water.org
- Michigan Rural Water Association (MRWA)
www.mrwa.net (Associate Member)
- National Rural Water Association (NRWA)
www.nrwa.org (Corporate Member)
- University of Southern California Center for Cross Connection Control & Hydraulic Research (USCCFCCC&HR)
www.usc.edu/dept/fcchr

Project Staff

Glenn Adamus Vice President Operations

Mr. Adamus has been with HDI for over ten years and is responsible for all field operations. He is conversant in Federal, State and industry drinking water regulations/guidelines as they apply to water quality control practices. Mr. Adamus holds a B.S. in Biochemistry and a Master's of Science in Environmental Science from the University of Michigan – Dearborn. He has performed various water quality analysis projects related to process water and potable water systems and has performed and managed industrial and state cross-connection control projects for over seven years.

In addition to his field experience, Mr. Adamus has the following certifications/training:

Michigan Department of Environmental Quality (MDEQ) Water Bureau

- Soil Erosion & Sedimentation Control Certification, Part 91 – Feb. 2005

Michigan Department of Environmental Quality (MDEQ) Water Bureau

- Certified Construction Site Storm Water Operator Certification – 2005

Michigan Department of Environmental Quality (MDEQ) Water Bureau

- Certified Industrial Site Storm Water Operator Certification – 2005

University of Wisconsin Madison – College of Engineering

- Cross-Connection Control and Backflow Prevention Assembly Testing Certificate, 2007
- Cross-Connection Control and Backflow Prevention Surveyor Certificate, 2009

American Society of Sanitary Engineering (ASSE)

- Series 5000, 5150 Backflow Prevention Program Administrator Certification, January 2010
- Certified Backflow Prevention Assembly Tester, August 2011

Project Staff (continued)

Paul Patterson Director, Municipal Division

Mr. Patterson has been with HDI since 2004 and is responsible for overseeing operations of Cross Connection Control Programs in Delaware, Florida, Maryland, Michigan and Virginia. He also conducts training in Backflow Prevention and Cross Connection Control for the Michigan Department of Environmental Quality, Michigan Rural Water Association and Delaware Rural Water Association. Prior to HDI, Mr. Patterson was a member of the United States Air Force where he assisted in the implementation of a Cross Connection Control Program at a stateside installation and was involved in numerous construction projects worldwide. Mr. Patterson has over 18 years' experience in plumbing, water distribution, cross connection control and backflow prevention. In addition to his extensive experience Mr. Patterson has also held the following certifications through his career:

State of Nevada

- Water Distribution Operator
- Journeyman Plumbers License – Clark County
- CAL/NV AWWA Backflow Prevention Assembly Tester

University of Florida – TREEO Center

- Cross-connection Control Program Manager
- Cross-connection Control Ordinance & Organization
- Cross-connection Control Survey & Inspection
- Cross-connection Control Backflow Prevention Testing

American Society of Sanitary Engineering

- Cross-Connection Control Backflow Prevention Assembly Testing
- Cross-Connection Control Backflow Prevention Assembly Repair
- Backflow Prevention Program Administrator
- Instructor/Proctor – Backflow Prevention Assembly Tester Course
- Instructor/Proctor – Cross Connection Control Surveyor Course
- Instructor/Proctor – Backflow Prevention Program Administrator Course

State of Virginia

- Commercial Plumbing Inspector
- Backflow Prevention Device Worker

International Code Council

- Commercial Plumbing Inspector

Project Staff (continued)

Mark Kneibel Project Manager, Field Inspector

Mr. Kneibel joined HDI in July 2011 after working with the City of Wyoming, MI for over 25 years. He holds many licenses and certifications in the water industry and is very active in the Plumbing and Backflow Prevention association communities.

State of Michigan

- S-1 Waterworks System Operator, I.D. #5344, Expiration 1/2014
- Journeyman Plumber, License #8214718
- Plumbing Inspector, Registration #004035
- Backflow Prevention Assembly Tester, Certification #95-221

Jerry Ayers Project Manager, Field Inspector

Mr. Ayers has been employed with Hydro Designs, Inc. for over 5 years. Jerry has performed numerous cross-connection control surveys and inspections at large, complex, high hazard industrial facilities. He recently was promoted to Regional Manager for the Michigan Municipal Division. He holds the following industry certifications:

University of Florida – TREEO Center, June 2008

- Cross-Connection Control Program Manager Certificate
- Cross-Connection Control Ordinance & Organization Certificate
- Cross-Connection Control Survey & Inspection Certificate

University of Wisconsin – Madison, November 2006

- Cross-Connection Control and Backflow Prevention Certification

American Society of Sanitary Engineering (ASSE)

- Series 5000, 5150 Backflow Prevention Program Administrator Certification, January 2010
- Certified Backflow Prevention Assembly Tester, August 2011



Organizational Chart

Hydro Designs, Inc. - OH
 Local Office
 3706 Cresta Road Ste. 100
 Troy, MI 48068
 (800) 660-6600 or (484) 250-5800
 www.hydrodesigninc.com
 www.backflow.com

Hydro Designs, Inc. - WI
 Wisconsin Office
 2805 S. Moorland Rd., Ste. 229
 Waukegan, WI 53191
 (262) 515-4300 or (262) 264-6400
 www.hydrodesigninc.com
 www.backflow.com

Executive Leadership Team

Larry J. LaBate Founder/CEO 27 Years	Mark L. Mann, CFM Principal/COO 8 Years
John Hudek President 12 Years	Orin Adams VP Operations 11 Years

Sales, Training & Regulatory Compliance Advisors

Steve Fox Training/Sales Mid-Atlantic Region	Gary McLann General Manager WV, MD 8 Years	Open Program Advisor Training/Sales PA-NH-CT-Canada
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Field Services Program Management Surveys / Inspections

WISCONSIN TEAM

Craig Wolf Director - WI OPS 3 Years	Easy Access Database Constructed up 30 years Water Utility
Al Ruter Field Services Licensed Journeyman Plumber 8 Years	Jerry Rupp Field Services Large Complex Facilities 8 Years
D.J. Schneider Field Services Licensed Plumbing & Bldg. Inspector 3 Years	Don Dempler Field Services Licensed Bld. Inspector 2 years
Rick Kivler Field Services 25 Years Water Utility/DPW 1 Year	Scott Michael Field Services 20 Years Water Utility/DPW New Hire
Eric Siskin Administrative Account Manager 8 Years	Yakky Cassin Administrative New Hire
Arnie Eppelard Administrative 1 Year	

MICHIGAN TEAM

Paul Palstrom Director 7 Years - HDI 2 Years Air Permit Base CCC Program Mgt.	Mark Knobel Regional Manager 28 Years Water Utility and CCC Program Mgt.
John Cable Field Services 24 Years	John Rice Field Services 18 Years
Mark Shalough Field Services 8 Years	Jerry Ayers Field Services 8 Years
Gary Berdes Field Services 4 Years HDI 30 Years Water Utility and CCC Program Mgt.	Steve Chalkiewicz Field Services 8 Years - HDI 20 Years Water Utility and CCC Inspection
Bill Adams Field Services 20 Years Pumping Systems	

WV/MD/PA TEAM

Steve Price Field Manager Water Number Inspection
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FLORIDA TEAM

Greg Hooper Field Manager 1 Year
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Customer Service Compliance Reports Administrative

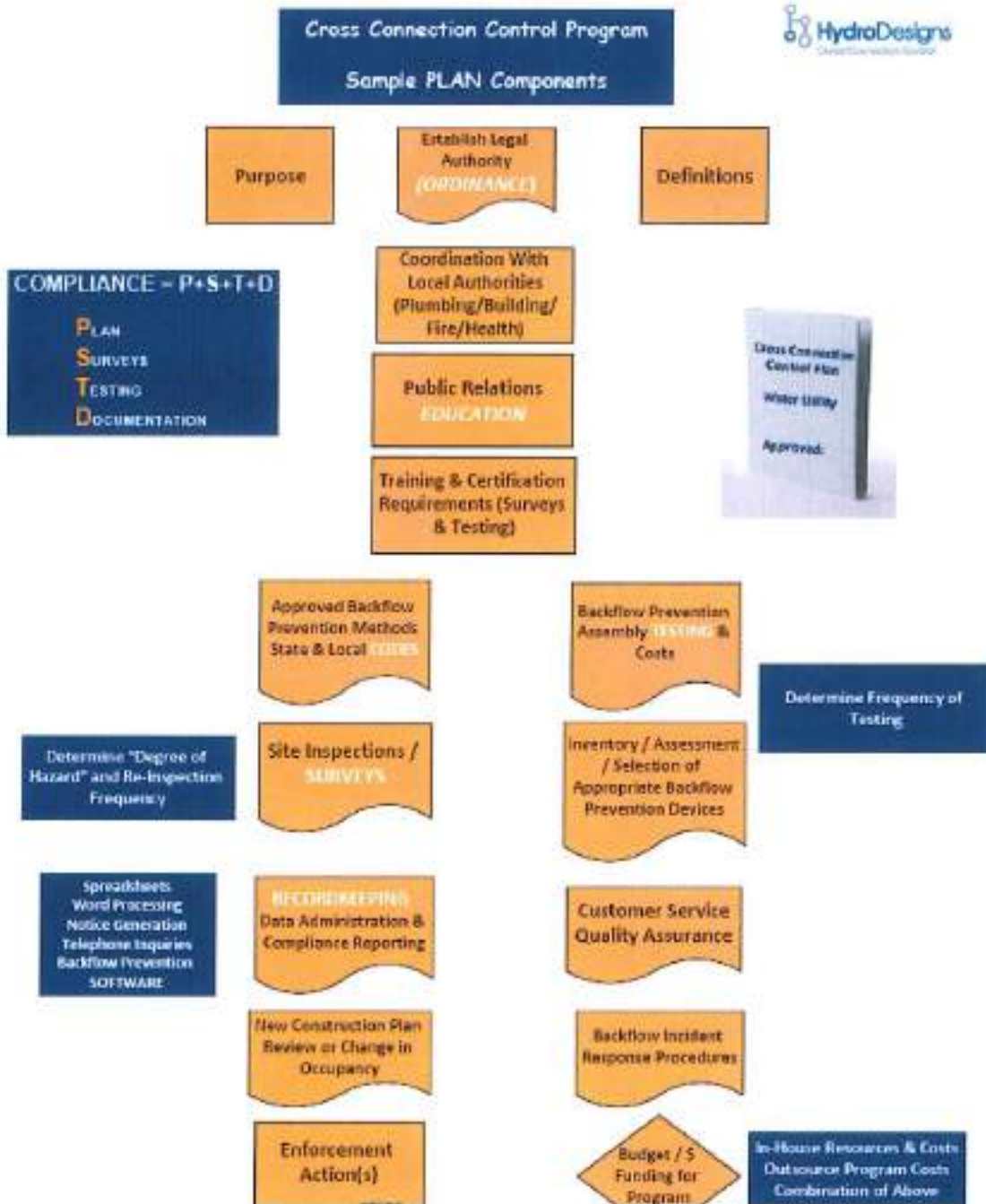
Ryan Rowley Client Care Manager 7 Years	Michael A. Bickel Technical Sup. Bldg. Compliance Reports CRM Management 15 Years
Richard Patterson Client Care Manager 7 Years	Don Williams CAD/Invoicing 12 years
Victoria Mitchell Customer Service New Hire	Corey Key Field Services/CAD New Hire
Tracy Moore Customer Service 3 Years	Shawn Hoffmann Accounting 8 years
Wanda Hester Customer Service 1 year	

Notice generation, scheduling, database management, recordkeeping, customer service, input hrs, telephone support.

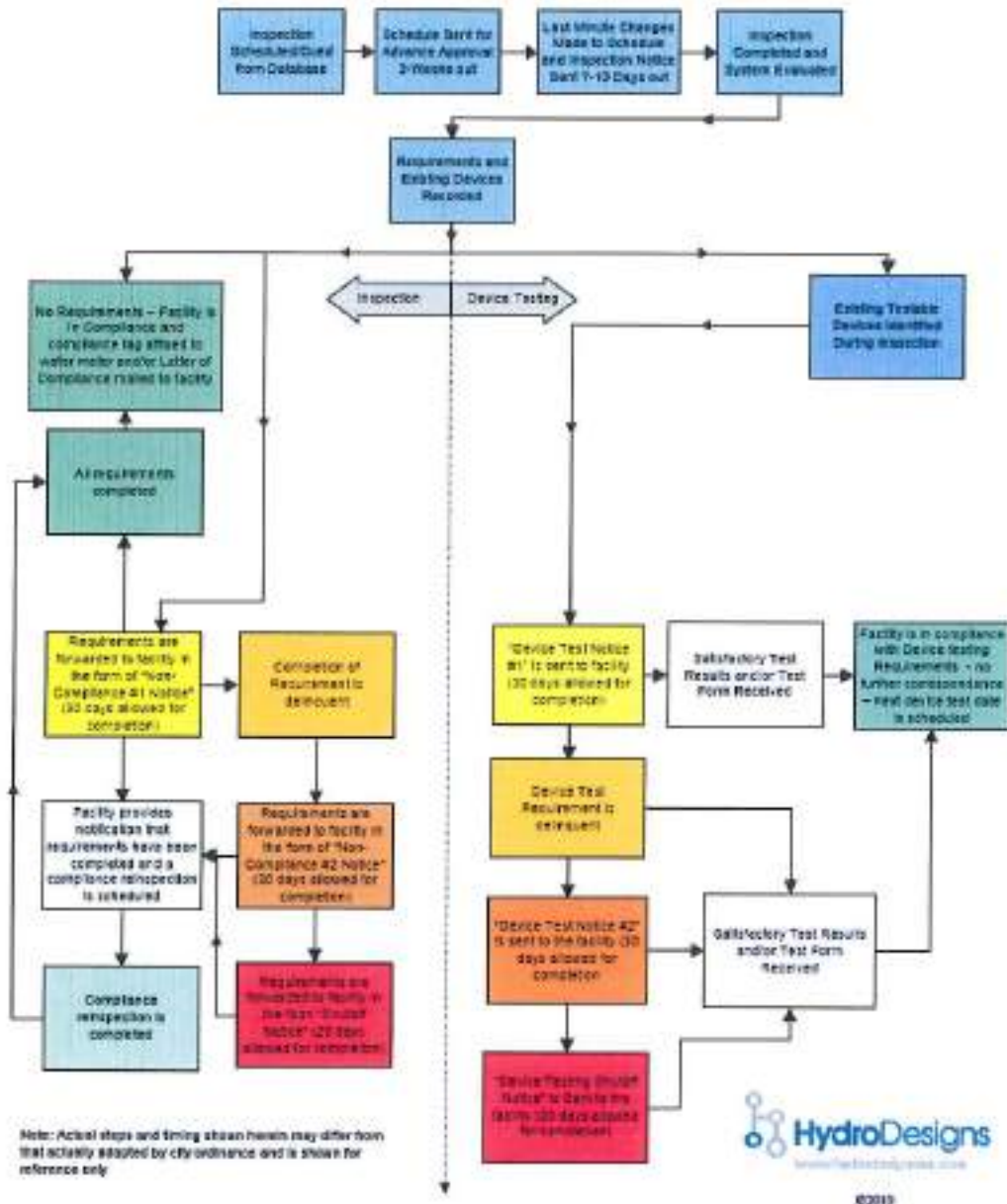
HDI software, HDI Web based Software for database administration & reporting

Certifications / Training





Cross Connection Control Program Completion Process



Cross-Connection Control Inspection & Backflow Prevention Assembly Testing Components – Process Flow Chart

**Farmington City Council
Staff Report**
Council Meeting Date:
February 17, 2014

**Reference
Number
(ID # 1484)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve Metro Act Permit with Fiber Technology Networks

Requested Action:

Move to approve METRO Act permit with Fiber Technology Networks and authorize the City Manager and City Clerk to sign the permit upon final review by the City Attorney.

Background:

The City received an application form from Fiber Technology Networks to operate telecommunication systems in the public right-of-way. The application indicates that Fiber Technology Networks would be operating on telephone poles and street lights within the City that are owned by DTE Energy. The application provides a map indicating the locations for their lines. The largest segment runs along Grand River beginning at Halsted and runs east to Shiawassee all the way to Orchard Lake Road. There is segment along Orchard Lake Road between Ten Mile and the south intersection of Orchard Lake and Shiawassee. There are two small segments along Nine Mile Road and Eight Mile Road. The map indicates 5.10 miles of fiber optic lines of which 5.08 miles will be aerial. The Metro Act agreement would be for 15 years with three 5-year renewal options.

The Metro Act was adopted by the State of Michigan in 2002. Its intent was to provide a uniform manner in which cities would administer the public right-of-way for various telecommunication utilities. Local units of government receive \$0.05/linear foot of cable.

City Administration recommends that the City Council accept the permit and authorize the City Manager and City Clerk to sign once it has been finally reviewed by the City Attorney. Once a permit application has been received, we have 45 days to approve or deny.

Agenda Review
Review:

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

METRO Act Permit
Bilateral Form
Revised 12/06/02

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean Fiber Technologies Networks, L.L.C. organized under the laws of the State of New York whose address is 300 Meridian Centre, Rochester, New York 14618.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean City of Farmington, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Eric Finnemore, Regional Director, 585-697-5148, 300 Meridian Centre, Rochester, New York 14618, efinnemore@fibertech.com.

- 3.1.1 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Eric Finnemore, Regional Director, 585-697-5148, 300 Meridian Centre, Rochester, New York 14618, efinnemore@fibertech.com;

- 3.1.2 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Eric Finnemore, Regional Director, 585-697-5148, 300 Meridian Centre, Rochester, New York 14618, efinnemore@fibertech.com.
- 3.1.3 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Gary Muisus, 585-697-5137, Vice President Construction, 300 Meridian Centre, Rochester, New York 14618, gamuisus@fibertech.com.
- 3.1.4 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. Network Operations Center: 1-800-497-5578.
- 3.1.5 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.
- 4 Use of Public Right-of-Way
- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole

expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and

the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
 - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of

its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.
- 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, _____

12.1.2 If to Company, to Judith Newkirk, Director of Regulatory Affairs, 300 Meridian Centre, Rochester, New York 14618.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

[City of Farmington]

Attest:

By: _____
Clerk

By: _____
Its: _____
Date: _____

"Company accepts the Permit granted by Municipality upon the terms and conditions contained therein."

Fiber Technologies Networks, L.L.C.
By: Fibertech Networks, LLC, its Sole Member

By: Charles B. Hensdale
Its: VP & General Counsel

Date: 1/17/14

\\ODMA\PCDOCS\GRR\7593196

Exhibit A

**Public Right-of-Way to be Used by Telecommunication Facilities
(See Attachment D of Application Form)**

Exhibit B

Bond

**METRO Act Permit Application Form
Revised April 6, 2012**

City of Farmington, Oakland County, Michigan
Name of Local Unit of Government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**Fiber Technologies Networks, L.L.C.
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-241-6200 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

Sue Halberstadt
City Clerk
City of Farmington
23600 Liberty Street
Farmington, MI, 48335
(248) 474-5500, Ext. 2218

City of Farmington, Oakland County, Michigan

Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By
**Fiber Technologies Networks, L.L.C.
("APPLICANT")**

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1. GENERAL INFORMATION:

1.1 Date: _____

1.2 Applicant's legal name: Fiber Technologies Networks, L.L.C.
Mailing Address: 300 Meridian Centre
Rochester, New York 14618

Telephone Number: (585) 697-5100

Fax Number: (585) 442-8845

Corporate website: http://www.fibertech.com

Name and title of Applicant's local manager (and if different) contact person regarding this application:

**Judith Newkirk, Director of Regulatory Affairs & Compliance
Fiber Technologies Networks, L.L.C.
300 Meridian Centre
Rochester, New York 14618**

Telephone Number: (585) 568-8485
 Fax Number: (585) 442-8845
 E-mail Address: jnewkirk@fibertech.com

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Individual
- Other, please describe: _____

1.4 Assumed name for doing business, if any: _____

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; **Applicant, Fiber Technologies Networks, L.L.C., is a limited liability company, formed in the State of New York. A copy of the New York Department of State's certification, reflecting Applicant's status as a Limited Liability Company, is attached hereto as Attachment A.**

1.5.2 Date of incorporation/formation; **December 30, 1998**

1.5.3 If a subsidiary, name of ultimate parent company; **Fibertech Holdings Corp.**

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

- CEO – John K. Purcell**
- President & COO – Frank Chiaino**
- VP & CFO – William J. Woodard**
- VP General Counsel and Secretary – Charles B. Stockdale**

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. **See Attachment B.**

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No.

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No X

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

Applicant is privately held.

2. DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

Fiber Technologies Networks, L.L.C. is tariffed and registered as a Competitive Access Provider in the State of Michigan. A copy of the ITSP Registry is attached (Attachment C).

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Service Provider, Fiber Technologies Networks, L.L.C., will build and operate fiber optic networks in the City of Farmington initially for a wireless, anchor customer. These open-access networks will be available for use by other communications companies wishing to

do business in the municipality, and also by other entities desiring fiber-optic-based broadband connections.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Proposed network route maps are shown in Attachment D.

2.4 Please provide an anticipated or actual construction schedule.

Construction is anticipated to begin 2nd Quarter, 2014.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

None, other than Applicant and its present companies.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

All facilities placed in the Public Right of Ways will be maintained by Applicant. Applicant may be contacted through its Network Operations Center (NOC). The NOC is open 24/7, 365 days a year and can be contacted at 800-497-5578.

Applicant intends to use existing utility poles and underground conduit to install its network facilities. The utility companies have requested that these agreements be kept confidential.

3. TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;
300 Meridian Centre, Rochester, New York 14618

3.2 Location of all records and engineering drawings, if not at local office;
300 Meridian Centre, Rochester, New York 14618

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

Earl Ipsaro, VP Engineering, epsaro@fibertech.com, 585-697-5103
 Geno Baird, NOC Manager, gbaird@fibertech.com, 585-568-8454
 Tom Perrone, Director of Network Engineering & Planning,
tperrone@fibertech.com, 585-697-5170

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

A Certificate of Liability Insurance is included in Attachment E.

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

TBD

4. CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

NAME OF ENTITY ("APPLICANT")

Fiber Technologies Networks, L.L.C.
By: ~~Fibertech Networks, LLC, its Sole Member~~

By: Charles B. Stockdale
Type or Print Name: Charles B. Stockdale

Vice President and General Counsel
Title

Date 1/17/14

S:\metroapplicationform.doc

Attachment A

Secretary of State (NY) Incorporation Documents

State of New York Department of State

I hereby certify, that FIBER TECHNOLOGIES NETWORKS, L.L.C. a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 04/22/1998, and that the Limited Liability Company is subsisting so far as shown by the records of the Department. I further certify the following:

An Affidavit of Publication of FIBER SYSTEMS, LLC was filed on 12/30/1998.

An Affidavit of Publication of FIBER SYSTEMS, LLC was filed on 12/30/1999.

A certificate changing name to FIBER TECHNOLOGIES NETWORKS, L.L.C. was filed on 01/11/2001.

The Biennial Statement is past due.

I further certify, that no other documents have been filed by such Limited Liability Company.

Witness my hand and the official seal
of the Department of State at the City
of Albany, this 07th day of February
two thousand and one.



[Signature]

Special Deputy Secretary of State

200102080055 38

State of New York }
Department of State }^{att}

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

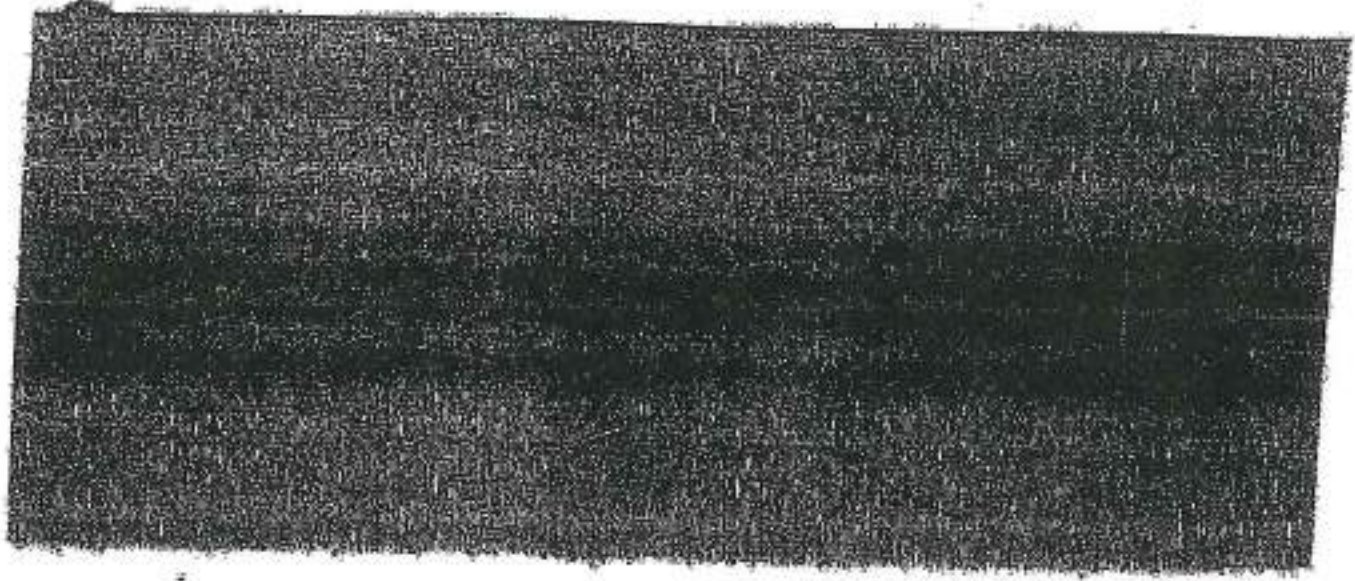
Witness my hand and seal of the Department of State on JAN 16 2001



J. Shible

Special Deputy Secretary of State

100-1261(1/99)



Attachment B

Michigan Department of Licensing and Regulatory Affairs Filing
Endorsement

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the APPLICATION FOR CERTIFICATE OF AUTHORITY

for

FIBER TECHNOLOGIES NETWORKS, L.L.C.

ID NUMBER: D9251N

received by facsimile transmission on May 2, 2013 is hereby endorsed

Filed on May 3, 2013 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 3RD day of May, 2013.



A handwritten signature in black ink, appearing to read "Alan J. Scheffe".

**Alan J. Scheffe, Director
Corporations, Securities & Commercial Licensing Bureau**

Business Name: Fiber Technologies Networks, L.L.C.

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF COMMERCIAL SERVICES

Date Received:	(FOR BUREAU USE ONLY)
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	

Name Fiber Technologies Networks Attn: Jennifer Heath		
Address 300 Meridian Centre		
City Rochester, NY	State NY	Zip Code 14618

EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

B

APPLICATION FOR CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS IN MICHIGAN

For use by Foreign Limited Liability Companies
(Please read information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes the following Application:

1. The name of the limited liability company is:
Fiber Technologies Networks, L.L.C.

2. (Complete this item only if the limited liability company name in item 1 is not available for use in Michigan.)
The assumed name of the limited liability company to be used in all its dealings with the Bureau and in the transaction of its business in Michigan is:

3. It is organized under the laws of New York
The date of its organization is 4/22/1998
The duration of the limited liability company if other than perpetual is _____

4. The address of the office required to be maintained in the state of organization or, if not so required, the principal office of the limited liability company is:
300 Meridian Centre, Rochester, NY 14618
(Street Address) (City) (State) (Zip Code)

One Stop ID: 393516 Business Name: Fiber Technologies Networks, L.L.C.

5. a. The address of its registered office in Michigan is:

30000 Telegraph Road Suite 2345, Bingham Farms, Michigan 48025-5720
(Street Address) (City) (ZIP Code)

b. The mailing address of the registered office if different than above:

(Street Address or P.O. Box) (City) (ZIP Code)

c. The name of the resident agent at the registered office is:

The Corporation Company

6. The Department is appointed the agent of the foreign limited liability company for service of process if no agent has been appointed, or if appointed, the agent's authority has been revoked, the agent has resigned, or the agent cannot be found or served through the exercise of reasonable diligence.

The name and address of a member or manager or other person to whom the administrator is to send copies of any process served on the administrator is: (Must be different than agent shown in item 5c)

Charles Stockdale, Esq. c/o Fiber Technologies Networks, L.L.C.

(Name)

300 Meridian Centre, Rochester, NY 14618

(Street Address)

(City)

(State)

(ZIP Code)

7. The specific business which the limited liability company is to transact in Michigan is as follows:

Wireline Telecommunication

The limited liability company is authorized to transact such business in the jurisdiction of its organization.

Signed this 2nd day of May, 2013

By [Signature] (Signature)

William J. Woodward VP & CFO
(Type or Print Name) (Type or Print Title)

Attachment C

Certificate of Authority from the Public Service Commission (PSC)

8.7.a

Packet Pg. 167



[Michigan.gov Home](#)

[MPSC Home](#) [Contact MPSC](#) [Sitemap](#) [FAQ](#)

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ITSP

Company Contact Information

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Registered Intrastate Telecommunication Services Providers

These companies have registered with the Michigan Public Service Commission per Commission Order U-11600.

Fiber Technologies Networks, L.L.C.

300 Meridian Centre
Rochester, NY 14618

Phone: 866-697-5100
Fax: 585-442-8845
Email: jnewkirk@fibertech.com

Customer Contact:

Judith Newkirk
300 Meridian Centre
Rochester, NY 14618

Phone: 585-588-8485
Fax: 585-442-8845
Email: jnewkirk@fibertech.com

This company is registered as: (Hover Over for Description)

Competitive Access Provider (CAP)

[Michigan.gov Home](#) | [MPSC Home](#) | [LARA Home](#)
[Accessibility Policy](#) | [Link Policy](#) | [Privacy Policy](#) | [Security Policy](#) | [Michigan News](#) | [Michigan.gov Survey](#)

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Attachment D

Proposed Network Route Maps

Attachment E

Certificate of Liability Insurance and Worker's Compensation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/16/2014

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

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

PRODUCER James P Reagan Agency B E Main Street P O Box 191 Marcellus NY 13108	CONTACT NAME: PHONE (A/C No, Ext): 315-873-2094		FAX (A/C No): 315-873-1121
	E-MAIL ADDRESS:		
INSURED FIBENET Fibertech Holdings Corp.* 300 Meridian Centre, Ste. 200 Rochester NY 14618	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Travelers Indemnity Co		25658
	INSURER B: Hanover Insurance Companies		22292
	INSURER C: Navigators Ins Co (NIU)		42307
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 2017526015 **REVISION NUMBER:**

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

IRIS/LTR	TYPE OF INSURANCE	ADDL INSR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> prim/non-contrib GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y		ZDSA01574800	7/1/2013	7/1/2014	EACH OCCURRENCE	\$1,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$2,000,000
								PRODUCTS - COM/PROP AGG	\$2,000,000
									\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y		AWSA01608900	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
								BOODY INJURY (Per person)	\$
								BOODY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
								Hired Phys Damg	\$50,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y		UHSA01608000	7/1/2013	7/1/2014	EACH OCCURRENCE	\$25,000,000
								AGGREGATE	\$25,000,000
									\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A		W2SA01444300	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
								E.L. EACH ACCIDENT	\$1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$1,000,000
								E.L. DISEASE - POLICY LIMIT	\$1,000,000
A/B/C	Excess Liability Rented/Leased Equip Pollution Liability				ZUP15P1861913NF ZDSA01574800 2S3386	7/1/2013 7/1/2013 11/25/2013	7/1/2014 7/1/2014 11/25/2014	\$15,000,000 occ. \$100,000 \$500,000	\$15,000,000 aggr. Ded. \$5,000 Def. \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 161, Additional Remarks Schedule, if more space is required)
 *Named Insured Includes: Fibertech Networks, LLC, Fiber Technologies Networks LLC, Fiber Technologies New York Networks, Inc./Auto
 Hired Physical Damage Deductibles \$500 Comp/Collision
 Additional Insured and Waiver of Subrogation are applicable only if required by contract
 Auto & Umbrella policies are on a primary basis/General Liability is on a primary & non-contributory basis & includes completed operations
 Installation Coverage on policy #ZDSA01574800 written with Hanover Ins. Co. eff.7-1-13 to 7-1-14 Limit \$500,000 with a \$5,000 Ded.
 Project #13-9094
 City of Farmington is listed as additional insured

CERTIFICATE HOLDER City of Farmington 23600 Liberty St. Farmington MI 48335	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>Ia. Legal Name & Address of Insured (Use street address only) Fibertech Holdings Corp.* 300 Meridian Centre, Ste. 200 Rochester NY 14618</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>Ib. Business Telephone Number of Insured 866-697-5100</p> <p>Ic. NYS Unemployment Insurance Employer Registration Number of Insured 05-45127</p> <p>Id. Federal Employer Identification Number of Insured or Social Security Number 161574613</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Farmington 23600 Liberty St. Farmington MI 48335</p>	<p>3a. Name of Insurance Carrier Hanover Insurance Companies</p> <p>3b. Policy Number of entity listed in box "1a" W2SA01444300</p> <p>3c. Policy effective period 7/1/2013 to 7/1/2014</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Edward J. Reagan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward J. Reagan 1/16/2014
(Date)

Title: Vice President, James P. Reagan Agency, Inc.

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-673-2094

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK TECHNOLOGY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1. Additional Insured by Contract, Agreement or Permit	Included
2. Additional Insured - Broad Form Vendors	Included
3. Additional Insured - "Employee" and "Volunteer Worker" Broadened "Bodily Injury" Coverage	Included
4. Aggregate Limit per "Location"	Included
5. Alienated Premises	Included
6. Aircraft - Nonowned Hired, Chartered or Loaned with Paid Crew	Included
7. Blanket Waiver of Subrogation	Included
8. "Bodily Injury" Redefined	Included
9. Broad Form "Property Damage" - Borrowed Equipment, Customers Goods & Use of Elevators	Included
10. Damage to your Product	\$50,000
11. Expected or Intended Injury Coverage For "Property Damage"	Included
12. Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
13. Knowledge of "Occurrence"	Included
14. Liberalization Clause	Included
15. Medical Payments - Increased Limit	\$10,000
16. Newly Acquired or Formed Organizations - Covered until end of policy period	Included
17. Non-owned Watercraft	51 ft.
18. Personal Injury - Enhancements	Included
19. "Product Recall Expense"	
- Each "Occurrence" Limit	\$25,000
- Aggregate Limit	\$50,000
20. "Property Damage" Legal Liability (Fire, Lighting, Explosion, Smoke or Leakage Damage)	\$1,000,000
21. Supplementary Payments Increased Limits	
- Bail Bonds	\$2,500
- Loss of Earnings	\$1,000
22. Unintentional Failure to Disclose Hazards	Included
23. Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Form through new coverages, higher limits and/or broader coverage grants.

Except as modified in this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

1. Additional Insured by Contract, Agreement or Permit

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you agreed in a written contract, agreement or permit to provide insurance is an additional insured but only with respect to:

- a. "Your work" for the additional insured(s)

designated in the contract, agreement or permit;

- b. Premises you own, rent, lease or occupy; or
- c. Your maintenance, operation or use of equipment leased to you.

This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

This provision does not apply:

- d. Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal and advertising injury".
- e. To any person or organization included as an additional insured by an endorsement issued by us and made part of this Coverage Part.
- f. To any person or organization included as an insured under Paragraph 2. of this endorsement.
- g. To any lessor of equipment:
 - (1) After the equipment lease expires; or
 - (2) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- h. To any:
 - (1) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (2) Managers or lessors of premises if:
 - (a) The "occurrence" takes place after you cease to be a tenant in that premises; or
 - (b) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- i. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- j. To any person or organization excluded as an additional insured by an endorsement issued by us and made part of this Coverage Part

Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured. All other insuring agreements, exclusions, and conditions of this policy apply.

2. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Additional insured coverage will not be provided by this provision if an insured is otherwise excluded in this policy.

Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured. All other insuring agreements, exclusions, and conditions of this policy apply.

3. Additional Insured – “Employee” and “Volunteer Worker” Broadened “Bodily Injury” Coverage

The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 2.a.(1):

Your “employees” and “volunteer workers” are insured for “bodily injury” that results from the providing of or failure to provide first aid by an “employee” or “volunteer worker”, other than a licensed medical provider.

4. Aggregate Limit Per “Location”

a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your “locations” owned by or rented to you.

b. The following definition is added to **SECTION V – DEFINITIONS**:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

5. Alienated Premises

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, item j.(2) is replaced by the following:

j.(2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

6. Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions, item g.:

This exclusion does not apply to:

An aircraft you do not own that is hired, chartered or loaned with a paid crew.

This exception does not apply if the insured has any other valid and collectible insurance for “bodily injury” or “property damage” liability that would also

be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

7. Blanket Waiver of Subrogation

We will waive our right to recover damages for “bodily injury”, “property damage” or “personal and advertising injury” from another person or entity, provided you have waived your rights to recover damages against such person or entity in a written contract or agreement executed before the “occurrence” or offense.

In all other circumstances, you agree to assign to us your rights of recovery against any other party for any damages we have paid on your behalf. You will do everything necessary to preserve our rights and will do nothing to impair them. At our request, you will bring “suit” or transfer those rights to us and help us enforce them.

8. “Bodily Injury” Redefined

SECTION V – DEFINITIONS, Paragraph 3. “Bodily Injury” is replaced by the following:

“Bodily injury” means “bodily injury”, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from “bodily injury”, sickness or disease.

9. Broad Form “Property Damage” – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions, item j. is amended as follows:

Paragraph (4) does not apply to “property damage” to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to “property damage” to “customer’s goods” while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following definition is added to **SECTION V – DEFINITIONS**:

“Customer’s goods” means property of your customer on your premises for the purpose of being:

(1) Worked on; or

(2) Used in your manufacturing process.

- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

10. Damage to Your Product

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, item k. **Damage to Your Product** is replaced by the following:

"Property damage" to "your product" if caused by any of the following:

- (1) Delay in, or failure to begin, complete or deliver, "your product";
- (2) Loss of market;
- (3) Any fraudulent, malicious, criminal or intentional act committed by an insured or with an insured's consent or knowledge; or
- (4) Wear or tear, or gradual deterioration.

Subject to the Products Completed Operations Aggregate Limit, the Damage to "Your Product" Limit shown in the Schedule above is the most that we will pay because of all property damage to "your product" arising out of any one occurrence.

Coverage provided by this section is subject to the Retention stated in the Declarations, and is subject to all other policy terms and conditions.

11. Extended "Property Damage"

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, item a. is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

12. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, Paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

13. Knowledge of "Occurrence"

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY**

CONDITIONS, Paragraph 2. **Duties in the Event of "Occurrence", Offense, Claim or "Suit":**

Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, "executive officer" or an "employee" designated by you to give us such a notice.

14. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

15. Medical Payments – Increased Limits

- a. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Paragraph 1.a.(3)(b) is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident. Failure to give notice to us as required under this policy shall not invalidate any "claim" made by "you", an injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no "claim" made by "you", an injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter; and

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 7. is replaced by the following:

7. Subject to 5. above, the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under **COVERAGE C** for all medical expenses because of "bodily injury" sustained by one person.

- c. This coverage does not apply if **COVERAGE C** is excluded either by the provisions of the Coverage Part or by endorsement.

16. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

17. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, item g.(2) is replaced by the following:

- (2) A watercraft you do not own that is:
- Less than 51 feet long; and
 - Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

18. Personal Injury – Enhancements

- a. **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. Exclusions, item e. is deleted in its entirety.

- b. **SECTION V – DEFINITIONS**, Paragraph 14. "Personal and Advertising Injury", item b. is replaced by the following:

- b. Malicious prosecution or abuse of legal process.

19. "Product Recall Expense"

- a. The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 1. **Insuring Agreement**:

We will reimburse you for "product recall expenses" incurred by you because of a "covered recall" to which this insurance applies.

- b. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions, item n. is replaced by the following:

- n. **Recall of Products, Work or "Impaired Property"**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";

- (2) "Your work"; or

- (3) "impaired property",

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:

- (4) Failure of any products to accomplish their intended purpose;

- (5) Breach of warranties of fitness, quality, durability or performance;

- (6) Loss of customer approval, or any cost incurred to regain customer approval;

- (7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

- (8) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

- (9) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

- (10) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

- c. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3:

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- d. The following is added to **SECTION III – LIMITS OF INSURANCE**:

For "product recall expenses", the Limits of insurance and rules stated below fix the most we will pay under this coverage part.

1. The Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.
2. The Each "Occurrence" Limit shown in the Summary of Coverages Declaration is the most we will pay in connection with any one defect or deficiency.
 - a. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
 - b. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
 - c. If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Each "Occurrence" Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

The Limits of Insurance of "Product Recall Expense" apply separately to each consecutive annual period. However, if an alternative notice or a late conditional renewal notice results in an extension of this endorsement beyond the expiration date of the policy, the applicable limit of the expiring policy shall be increased in proportion to the policy extension.

3. A Deductible of \$500 applies for Each "Occurrence".
- e. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of "Occurrence", Offense, Claim or "Suit"**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- a. Give us notice as soon as practicable of any discovery or notification that "your

product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall; and

- b. Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

Failure to give notice to us as required under this policy shall not invalidate any "claim" made by "you" unless the failure to provide such timely notice has prejudiced us. However, no "claim" made by "you" will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

- f. The following definitions are added to **SECTION V – DEFINITIONS**:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed "advertisements" including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to

avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product".

20. "Property Damage" Legal Liability (Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage)

a. The word fire is changed to **fire, lightning, explosion, smoke and leakage from fire protective systems** where it appears in the Limits of Insurance section of the Declarations for the Commercial General Liability Coverage Part.

b. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

c. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay is the higher of:

a. \$1,000,000; or

b. The Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage Limit shown in the Declarations is the most we will pay under **COVERAGE A** for damages because of "property damage" from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

d. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance**, item b.(1)(a)(ii) is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with

permission of the owner; or

e. **SECTION V – DEFINITIONS, Paragraph 9. "Insured contract"**, item a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

f. This coverage does not apply if Fire Damage Legal Liability of **COVERAGE A** is excluded either by the provisions of the Coverage Part or by endorsement.

21. Supplementary Payments Increased Limits

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

22. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

23. Unintentional Failure to Notify

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of "Occurrence", Offense, Claim or "Suit"**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to

your reasonable belief that the "bodily injury" or "property damage" is not covered under this policy.

Failure to give notice to us as required under this policy shall not invalidate any "claim" made by "you", an injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no "claim" made by "you", an injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

24. Maintenance of Direct Action Against Us

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

With respect to a claim arising out of death or personal injury, if we disclaim liability or coverage based on failure to provide timely notice, then the injured person or other claimant may maintain an action directly against us, in which the sole question is the disclaimer or denial based on the failure to provide timely notice, unless within 60 days following such disclaimer or denial unless either the Insured or we file a Declaratory Judgment action and names the injured person or other claimant as a party to the action.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT-NEW YORK**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. CANCELLATION EXTENSION

Paragraph A. **CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

SECTION I - COVERED AUTOS

- 2. EMPLOYEE HIRED "AUTOS"**
Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

SECTION II - LIABILITY COVERAGE 3.

BROADENED NAMED INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1, **Who Is An Insured** provision:

- d. Any business entity for which you have a financial interest greater than 50% of the

4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE, Paragraph A1.**

Who

Is An Insured provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE, Paragraph A2. Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions Paragraph 5. Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE**7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:**

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto."

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** paragraph 3. **Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles:**

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. **Coverage Extension** of SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is replaced with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the

purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed

solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto," including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto," and
 - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
- With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:
1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
 2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss."
 3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.
- If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is excess.

However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto," to remove and transfer your materials and equipment from the covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

covered "auto." If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3,000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.

13. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.**

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

SECTION IV - CONDITIONS**14. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident," claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident," claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership, or
 - (3) An executive officer or insurance manager if you are a corporation.

15. BLANKET WAIVER OF SUBROGATION

Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract," written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

16. UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS. B.**

General Conditions, paragraph 2.

Concealment, Misrepresentation Or Fraud:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

17. HIRED AUTO - WORLDWIDE COVERAGE

Paragraph e. under **SECTION IV - Business Auto Conditions, B. General Conditions, paragraph 7. Policy Period, Coverage Territory** is replaced with the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

SECTION V - DEFINITIONS**18. MENTAL ANGUISH**

Paragraph C. **"Bodily injury," SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. _____ of the _____
(NAME OF INSURANCE COMPANY)

issued to _____

Premium (if any) \$ _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

*Typist: strike out third sentence if inapplicable.

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE		
1-16-14	011614	APPLICATION FEE	500.00	.00	500.00		
CHECK DATE	1-16-14	CHECK NUMBER	121838	TOTAL >	500.00	.00	500.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

PIRACLE 800-621-6720 x357-80-0 THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Fibertech Networks, LLC
 300 Meridian Centre
 Rochester, NY 14618

MST Bank
 Manufacturers And Traders Trust Company
 Commercial Banking
 Main Office
 Ithaca, NY 14850

50-7063
 2213

DATE: January 16, 2014 CHECK NO: 121838 AMOUNT: \$500.00

Pay: *****Five hundred dollars and no cents

PAY TO THE ORDER OF: CITY OF FARMINGTON
 23600 LIBERTY STREET
 FARMINGTON, MI 48335

Walter White

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

000121838 02200004618890145223

**Farmington City Council
Staff Report**
Council Meeting Date:
February 17, 2014

**Reference
Number
(ID # 1485)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve City At-Large Special Assessment for Improvements to the Caddell Drain

Requested Action:

Move to approve a one-time City at-large special assessment for improvements to the Caddell Drain in the amount of \$83,300.

Background:

The Caddell Drain runs through the cities of Novi, Farmington Hills, and Farmington. The drain is operated and maintained by the Oakland County Water Resources Commission (WRC). Over the last several years, WRC has studied possible improvements to improve flow through the drain and reduce the possibility of flooding. WRC will shortly begin extensive improvements to the Caddell Drain primarily in Farmington Hills and Farmington. The improvements in Farmington will be in the commons area of the Chatham Hills subdivision. The work will begin in March. The Chatham Hills Subdivision Homeowners Association is aware of the project.

The \$83,300 invoice for this improvement is a one-time special assessment and represents Farmington's share only. Farmington's assessment for the Caddell Drain is approximately 11% with the other two cities making up the balance. It is my understanding that there is a grant for this project which defrayed some of the cost. The at-large assessment could possibly be special assessed to individual property owners within the city. This would require a formal engineering study to determine cost allocation based on parcel size and permeable area by parcel contributing to the drain runoff. It is a five step process and would be costly for a relatively small one-time assessment.

The dollar amount is a little higher than anticipated. City Administration is recommending approval of this assessment which would be paid out of the General Fund. We anticipated a current year General Fund surplus greater than the amount of the invoice; however, it may reduce the proposed transfer to the Mobile Equipment Fund or the proposed allocation for an aerial ladder replacement. We will discuss this during the study session.

Agenda Review
Review:

Vincent Pastue	Pending
City Manager	Pending
City Council	Pending



INVOICE

Invoice: DSA0000913
 Invoice Date: 1/30/2014
 Page: 1 of 1

OAKLAND COUNTY
 TREASURERS-CASE ACCTG BLDG 12 B
 1200 N TELEGRAPH RD
 PONTIAC MI 48341-0479
 United States

Customer No: DSA00000008
 Payment Terms: NET 30
 Due Date: 3/1/2014

CITY OF FARMINGTON
 23600 LIBERTY ST
 FARMINGTON MI 48335

Amount Due: 83,300.00 USD

SPECIAL ASSESSMENT ROLL FOR THE
 MAINTENANCE OF THE CADDELL DRAIN
 FISCAL YEAR 2014 - PAYMENT
 APPROVED AT THE 01/21/14 OCWRC DRAIN BOARD.

For billing questions, please call: 248-858-1541

Original

Line	Activity	Contract	Description	Quantity	Unit Amt	Net Amount
1			Special Assessments	1.00	83,300.00	83,300.00
					Total Amount:	83,300.00
					Amount Due:	83,300.00

PLEASE INCLUDE YOUR INVOICE NUMBER WHEN SUBMITTING PAYMENT.

**Farmington City Council
Staff Report**

Council Meeting Date:
February 17, 2014

**Reference
Number**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Introduce Ordinance #C-775-2014 Amending Chapter 25 of the City Code, Zoning Ordinance, Pertaining to Outdoor Displays, Sales, and Storage in Commercial Districts

Requested Action:

Move to introduce Ordinance #C-775-2014 amending Chapter 35 of the City Code, Zoning Ordinance, regarding outdoor displays, sales, and storage in commercial districts.

Background:

On Monday, February 10, the Planning Commission held a public hearing to accept comments, questions, and concerns regarding proposed text amendments to the Zoning Code dealing with outdoor displays, sales, and storage in commercial areas. Following the public hearing, the Planning Commission moved to recommend approval of the proposed text amendments. The City Council discussed the proposed changes at their February 3 study session.

City Administration is recommending that the City Council introduce the proposed ordinance at the regular meeting. The City Council has the option to introduce the ordinance and provide minor changes to it without requiring that it be sent back to the Planning Commission to hold another hearing. Assuming that the ordinance is introduced with or without changes, it would be submitted to the City Council for adoption at the March 17 regular meeting for adoption.

Part of the consideration to move the ordinance along expeditiously is to have it in place for the upcoming season. Economic and Community Development Director Kevin Christiansen will provide a brief explanation of the changes contained in the proposed ordinance

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

ORDINANCE NO. (ID # 1486)**STATE OF MICHIGAN****COUNTY OF OAKLAND****CITY OF FARMINGTON****ORDINANCE NO. C-775-2014**

AN ORDINANCE TO AMEND CHAPTER 35, "ZONING," OF THE CITY OF FARMINGTON CITY CODE, ARTICLE 7, "COMMERCIAL DISTRICTS," SECTION 35-102 "TABLE OF USES, SPECIAL PROVISIONS," IN ORDER TO REVISE THE PROVISIONS RELATING TO OUTDOOR DISPLAYS.

THE CITY OF FARMINGTON ORDAINS:**Section 1 of Ordinance**

Chapter 35, Zoning, of the Farmington City Code, Article 7, Commercial Districts, Section 35-102, Table of Uses, Special Provisions, is hereby amended as follows:

[TABLE UNCHANGED]

- (a) All retail businesses shall be conducted within a completely enclosed building; provided, however, that a site plan may be approved by the planning commission for accessory outdoor display, sales, or storage, including garden centers and nurseries, subject to ARTICLE 13, SITE PLAN APPROVAL and the following requirements:
1. Only businesses located within a Shopping Center as defined in this ordinance, or those located within buildings containing over 20,000 square feet in size.
 2. Items sold shall:
 - a. Relate to the permanent business, such as the sale of flowers at a home improvement store, or sale of ice melt at automobile service stations.
 - b. Not include items that are customarily sold inside the building. For example, furniture stores may not place furniture outside for sale.

- c. Be located on a durable and dustless surface and shall be graded and drained to dispose of all surface water.
 - d. Be arranged and constructed so as not to pose a hazard to pedestrians and to minimize risk of fire hazard.
3. Merchandise displayed shall be accessory to the retail business conducted within the building and shall be owned and operated by the same merchant within the building.
 4. Outdoor storage or display is allowed outside of the required yards where confined to areas shown on an approved site plan. The planning commission may require that areas where outdoor display, sales, or storage are permitted be clearly marked with pavement markings or other means for purposes of enforcement and ensure maintenance of fire lanes.
 5. Outdoor vending machines and drop boxes shall be prohibited. This provision shall not apply to ice machines and newspaper stands.
 6. .

Display areas shall be limited to 10% of the gross floor area of the principal building, or that portion of the building occupied by the business.

7. Displays shall be prohibited on municipally-owned sidewalks, public land or public right-of-way except as may be allowed by the City Council for downtown events.
8. All loading and truck maneuvering shall be accommodated on-site or on a dedicated easement.
9. Fencing and lighting for security and aesthetic purposes may be required as determined by the planning commission. Fences shall comply with All lighting shall be shielded from adjacent residential areas in accordance with *Section 35-48, Exterior Lighting*.
10. Uncovered items [may be] displayed or stored outside between April 15th and October 31st. The Building Official may extend this time as weather permits.
11. Approved outdoor display, sales and storage areas may continue until such time as the property ownership changes or a revised site plan is approved. New owners of approved outdoor display, sales and storage areas shall be required to return to the Planning Commission for a renewal of their storage privileges, to ensure they are aware of the limitations that exist.

Ordinance (ID # 1486)

Meeting of February 17, 2014

Adopted:

Effective:

Published:

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF FARMINGTON

ORDINANCE NO. C-775-2014

Deleted: _____

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1. Only businesses located within a Shopping Center as defined in this ordinance, or those located within buildings containing over 20,000 square feet in size.

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2. Items sold shall:

- a. Relate to the permanent business, such as the sale of flowers at a home improvement store, or sale of ice melt at automobile service stations.
- b. Not include items that are customarily sold inside the building. For example, furniture stores may not place furniture outside for sale.
- c. Be located on a durable and dustless surface and shall be graded and drained to dispose of all surface water.

d. Be arranged and constructed so as not to pose a hazard to pedestrians and to minimize risk of fire hazard.

3. Merchandise displayed shall be accessory to the retail business conducted within the building and shall be owned and operated by the same merchant within the building.

4. Outdoor storage or display is allowed outside of the required yards where confined to areas shown on an approved site plan. The planning commission may require that areas where outdoor display, sales, or storage are permitted be clearly marked with pavement markings or other means for purposes of enforcement and ensure maintenance of fire lanes.

5. Outdoor vending machines and drop boxes shall be prohibited. This provision shall not apply to ice machines and newspaper stands.

6. e.

Display areas shall be limited to 10% of the gross floor area of the principal building, or that portion of the building occupied by the business.

7. Displays shall be prohibited on municipally-owned sidewalks, public land or public right-of-way, except as may be allowed by the City Council for downtown events.

8. All loading and truck maneuvering shall be accommodated on-site or on a dedicated easement.

9. Fencing and lighting for security and aesthetic purposes may be required as determined by the planning commission. Fences shall comply with All lighting shall be shielded from adjacent residential areas in accordance with Section 35-48, Exterior Lighting.

10. Uncovered items [may be] displayed or stored outside between April 15th and October 31st. The Building Official may extend this time as weather permits.

11. Approved outdoor display, sales and storage areas may continue until such time as the property ownership changes or a revised site plan is approved. New owners of approved outdoor display, sales and storage areas shall be required to return to the Planning Commission for a renewal of their storage privileges, to ensure they are aware of the limitations that exist.

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Deleted: 2

Deleted: 3. Outdoor display, sales, or storage, including any structure or enclosure, shall be arranged and constructed to minimize risk of fire hazard and be structurally sound.

4. Any staging area intended for the temporary loading or unloading of materials for outdoor display or sales shall be clearly noted on the site plan and marked on the pavement. Activities in such areas are restricted to unloading and may not be used for storage or display.

Deleted: Where seasonal commercial outdoor display and sales of retail items is proposed within a sidewalk, the following requirements shall apply

Deleted: a.

Deleted: , and shall be located within the paved area adjacent to the building, and arranged so as to not to consume required parking or obstruct circulation. Display areas shall also maintain adequate clear area for safe pedestrian circulation along the sidewalk in front of the building, which shall be no less than 5 feet wide in the CBD and shall be no less than 3 feet wide in C-2 and C-3; provided, however, that the width of the clear area shall in all events meet all applicable state and federal regulations and building codes, including all barrier-free and ADA requirements. Other ... [3]

Deleted: b. Items shall be arranged so as not to pose a hazard to pedestrians. No items shall be stored, displaye ... [2]

Deleted: c

Deleted: unless approved by the City Council

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Deleted: d. The permit shall be valid for one calendar year. During that calendar year, merchandise may be ... [3]

Deleted: 7. Outdoor display, sales, or storage that is permanent or is utilized for more ... [4]

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

Section 3 of Ordinance Savings

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

Section 4 of Ordinance Effective Date: Publication. Public hearing having been held hereon pursuant to the provisions of Section 103 of Act 110 of the Public Acts of 2006, as amended, the provisions of this Ordinance shall be published within twenty (20) days of its adoption by publication of a brief notice in a newspaper circulated in the City of Farmington stating the date of enactment and effective date, a brief statement as to its regulatory effect and that a complete copy of the Ordinance is available for public purchase, use and inspection at the office of the City Clerk during the hours of 8:00 A.M. to 5:00 P.M., Local Time. The provisions of this Ordinance shall become effective seven (7) days after its publication.

- Ayes:
- Nays:
- Abstentions:
- Absent:

STATE OF MICHIGAN)
) ss.
 COUNTY OF OAKLAND)

I, the undersigned, the qualified and acting City Clerk of the City of Farmington, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington at a meeting held on the ____ day of _____, 2014, the original of which is on file in my office.

SUSAN K. HALBERSTADT, City Clerk
City of Farmington

- Adopted:
- Published:
- Effective:

Page 2: [1] Deleted Julie Hinkle 2/14/2014 9:00:00 AM

, and shall be located within the paved area adjacent to the building, and arranged so as to not to consume required parking or obstruct circulation. Display areas shall also maintain adequate clear area for safe pedestrian circulation along the sidewalk in front of the building, which shall be no less than 5 feet wide in the CBD and shall be no less than 3 feet wide in C-2 and C-3; provided, however, that the width of the clear area shall in all events meet all applicable state and federal regulations and building codes, including all barrier-free and ADA requirements. Other open or unused areas of the site may be utilized so long as parking is not obstructed and there is no detriment to adjacent property

Page 2: [2] Deleted Julie Hinkle 2/14/2014 9:00:00 AM

b. Items shall be arranged so as not to pose a hazard to pedestrians. No items shall be stored, displayed, or stacked above a height of 4 feet.

Page 2: [3] Deleted Thomas R. Schultz3 2/14/2014 10:17:00 AM

d. The permit shall be valid for one calendar year. During that calendar year, merchandise may be placed outdoors for a total of no more than 8 months, which need not be consecutive months, such as 4 months in spring and fall. The timeframe shall be specified in the permit application. All structures associated with the outdoor display shall be temporary and removable at the end of the season for storage indoors.

e. Following the initial planning commission site plan approval, the permit may be renewed annually by the building official, subject to the plan originally approved by the planning commission. If the building official finds any violations of this ordinance or the conditions of the planning commission's original approval, no renewal shall be issued, and any new outdoor display shall require a new permit from the planning commission.

Page 2: [4] Deleted Thomas R. Schultz3 2/14/2014 10:56:00 AM

7. Outdoor display, sales, or storage that is permanent or is utilized for more than 8 months during a calendar year, such as a garden center, shall be permitted, subject to site plan approval and the following:

a. Decorative fences, knee walls, other architectural features containing limits or enclosures may be required by the planning commission to assure compatibility with the existing or intended character of the general vicinity. An obscuring screen consisting of a wall, fence or landscaping shall be required as determined by the planning commission.

- b. All stored materials or equipment, including loosely-packaged materials, shall not be piled, stacked or stored higher than the height of the obscuring screen or the height of the building if stored along a building wall.
- c. The storage of pallets, soil, stone, sand, mulch, and similar loosely-packaged materials shall be contained and covered to prevent blowing onto adjacent properties. The planning commission may require construction of a containment area for such uses, particularly when large quantities will be present.
- d. All outdoor storage areas shall be paved with a permanent, durable, and dustless surface and shall be graded and drained to dispose of all surface water.

**Farmington City Council
Staff Report**

Council Meeting Date:
February 17, 2014

**Reference
Number
(ID # 1487)**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Adopt 2014-2015 Work Plan

Requested Action:

Move to adopt 2014-2015 Work Plan

Background:

Attached is an updated work plan based on the discussion held at the special meeting on Saturday, January 25. City Administration will make improvements on the work plan over the weekend including a revised vision statement that reads a little easier. These will be presented at the study session prior to the regular meeting with the request to adopt at the regular meeting.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

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City of Farmington 2014-2015 Work Plan

Draft Vision Statement

The vision for 2019 is one in which residents and businesses are proud and happy to call Farmington home given the warm and welcoming nature of its people, the high level of engagement by its members in the broader community, its economically and socially viable neighborhoods and commercial districts that are attractive and well maintained, the reliable high-quality municipal services that are financially sustainable and market competitive supporting a community recognized regionally and nationally as a great place to live and work.

Citizen Engagement and Communication

Engagement – meaningful boards and commission directed toward making Farmington a desirable place to live and own a business. ***City Administration and City Council must recognize social media has changed the rules of citizen engagement – participants drive the process.*** Also, means creating a sense of place: community activities such as festivals, farmers markets, Warner Mansion, ice rink, walkable infrastructure leading to commercial and public space nodes.

- Item 1 Continue support for existing activities and events that promote place making
 - 1A Farmers Market, Summer Concert Series, Festival, Art on the Grand, Swing Dancers, Art on the Grand, Memorial Day Parade, August Run through the Hills, Governor Warner Mansion
 - 1B Create a mindset in which volunteers are encouraged to initiate activities that create a sense of place within our city. For example: Thursday night swing dancers and special concerts. Simplify special event request form and process, and show a willingness to find solutions to event's challenges. Request DDA to reach out to youth, seniors and OCC encouraging events in the Downtown area.
 - 1C Conduct a comprehensive review of special event requests to improve application and streamline approval process.

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Responsibility: **City Manager**, Public Safety Director,
Executive Assistant
Completion Date: April 2014

- 1D Continue to encourage and support neighborhood block parties. Place information and application on website, in spring utility bill newsletter, and on Cable 15 bulletin board.

Responsibility: City Manager, Executive Assistant
Completion: Utility Bill Update-Spring 2014 and 2015
Website – April 2014
Cable 15 Bulletin Board – April 2014

Item 2 Meet annually with all City Boards and Commissions.

- 2A Schedule as part of regular meetings beginning in February 2014 thru June the following joint city commissions to provide a ten to fifteen minute overview of accomplishments and goals: Children Youth and Families, Farmington Community Library, Commission on Aging, Arts Commission, and Emergency Preparedness Commission.

Responsibility: City Manager, Executive Assistant
Completion: June 2014

- 2B Schedule annual joint meetings with the following boards and commissions during regular city council study sessions: Planning Commission, Board of Zoning Appeals, Corridor Improvement Authority, Beautification Committee, Historical Commission, and Downtown Development Authority.

Responsibility: City Manager, Executive Assistant
Completion: June 2014

- 2C Schedule joint meeting with Planning and Board of Zoning Appeals by March 2014

Responsibility: City Manager, Executive Assistant
Completion: March 2014

- 2D Assign staff as a liaison to boards and commissions and attend on a regular basis:

Planning Commission: Kevin Christiansen
Board of Zoning Appeals: Kevin Christiansen

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Corridor Improvement Authority: Kevin Christiansen
 Downtown Development Authority: Vince Pastue and Annette Knowles
 Historical Commission: Vince Pastue
 Beautification Committee:

Responsibility: City Manager, City Council
 Completion: March 2014 Study Session

- 2E Meet with the 47th District Court in September to review annual report.

Responsibility: City Manager and Executive Assistant
 Completion: September 2014

- 2F Schedule presentation of RRRASOC annual report in April or May each year.

Responsibility: City Manager and Executive Assistant
 Completion: June 2014

- 2G City Council to develop on-going strategy to recruit and retain board and committee members.

Responsibility: City Council
 Completion: December 2014

Item 3 Public Speaking opportunities

- 3A Actively solicit service club to have City staff or Council provide annual reports or project updates

Responsibility: City Manager, Department Heads, City Council
 Completion: On-going

- 3B State of City presentation in February each year

Responsibility: Mayor, City Manager
 Completion: February 2014

- 3C Meet with neighborhood groups as projects develop

Responsibility: City Manager, Department Heads, City Council
 Completion: On-going

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3D Attend annual homeowner association meetings when possible. City Administration to send letter to known home owners associations.

Responsibility: City Manager
Completion: On-going

Item 4 Improve Electronic Communications

4A. Improve City website by posting meeting materials for Planning Commission and Downtown Development Authority

Responsibility: Executive Assistant, Assistant to City Manager
Economic and Community Development Dir
Completion: April 2014, on-going thereafter

4B. Complete City Hall Chamber renovations to allow for Planning Commission, DDA Board, and Board of Zoning Appeals meetings be televised and placed on Cable 15 for replay.

Responsibility: City Manager
Completion: June 2014

4C Expand use of City Facebook and Twitter to inform residents of special events, changes in services, election information, and utility bill and tax deadlines.

4D Consider Free wi-fi service in the Downtown

4E Evaluate Communication specialist during FY 2014-15 Budget Process.

Responsibility: Clerk (website), Department Heads, City Manager, Assistant to City Manager
Completion April 2014, on-going thereafter

Item 5 Develop communication plan that is engages apartment and condominium residents. Initiate by sending separate mailing of City Manager's Update that is submitted along with utility bills.

Responsibility: City Manager
Completion: June 2014

Item 6 City Council engagement at Farmers Market by requesting periodically a booth at the market to be staffed by council members.

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Responsibility: Coordinated by Executive Assistant with City Council and Market Master
Completion: Market Day in May

Economically and socially viable neighborhoods and commercial districts that is attractive and well maintained.

- Item 1 Repurpose Existing Public Government Properties
 - 1A Collaborate with Farmington Public Schools to insure that Flanders school site is sold and redevelopment approved by May 2014
 - Responsibility: City Manager, Economic and Community Development Director
 - Completion: October 2014 – approval processed completed
 - 1B Continue coordination with Farmington Public Schools to insure that Maxfield Training Center is available for sale by June 2014.
 - Responsibility: City Manager, Economic and Community Development Director, and City Attorney
 - Completion: June 2014
 - 1C Open dialogue with Farmington Public Schools to redevelop east portion of Cloverdale School site for ballfields and a neighborhood park.
 - Responsibility: City Manager, Economic and Community Development Director
 - Completion: Initiate Discussion by April 2014
 - 1D Courthouse Property – Coordinate PUD process with Balfour for redevelopment of property.
 - Responsibility: Economic and Community Development Dir.
 - Completion: PUD Plan – Delivered by March 31, 2014
PUD Review/Approval –Complete by July 2014
Sale Closing – August 2014
 - 1E Orchards Development Project

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Responsibility: Assistant to the City Manager, Economic and Community Development Director, City Manager, DDA Board

Completion: RFP received by February 28, 2014
 Review/Recommendation – Completed by April 2014
 PUD Plan – Delivered by August 2014
 PUD Review/Approval – Complete by November 2014
 Sale Closing – December 2014

Item 2 Grand River Corridor Improvement Authority

2A Work with Corridor Improvement Authority to have development and tax increment financing plan completed by May 2014

Responsibility: Economic and Community Development Director and LSL Planning

Completion: Draft Plans to CIA – April 2014
 CIA Board Approval – May 2014
 City Council Approval – June 2014
 Oakland County Approval – October 2015

2B Meet with owners of Winery to discuss redevelopment opportunities

Responsibility: Economic and Community Development Director

Completion: Initiate process by March 2014, on-going thereafter

2C Work closely with Farmington Plaza receiver regarding development of the outdated commercial property consistent with Corridor Improvement Authority's vision.

Responsibility: Economic and Community Development Director, City Manager

Completion: December 2013, on-going thereafter

Item 3 Improve general commercial property maintenance of the City by strengthening enforcement and encouraging redevelopment.

Responsibility: Code Enforcement Officer, Economic and Community Development Director, City Manager

Completion: On-going

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3A Revise outdoor display ordinance by March 2014

Responsibility: Economic and Community Development Director, LSL Planning, City Manager

Completion: Discuss with Planning Comm. – January 2014
LSL/Staff – Present Recommendation and Schedule Ordinance Public Hearing – February 2014
Planning Commission hold public hearing and submit recommendation to City Council – March 2014
City Council introduces ordinance – April 2014
City Council adopts ordinance – May 2014

3B Work with Main Street Design Committee to restructure Downtown A-frame sign regulations. Discuss with DDA Board offering incentive to comply.

Responsibility: Assistant to City Manager, Design Committee, DDA Board, City Manager

Completion: June 2014

3C Target commercial centers for improved maintenance.

3D Strengthen rental housing property maintenance. Code Enforcement to provide additional attention to rental houses in single family neighborhoods.

Responsibility: Code Office, Community and Economic Development Director, City Manager and City Attorney

Completion: On-going

Item 4 Create pedestrian and bicycle network that is connected to networks outside the City of Farmington and directed toward commercial and public spaces nodes within the city. Approach City of Farmington Hills to work jointly.

4A Adopt resolution to formally dissolve Traffic and Safety

Responsibility: City Manager

Completion: February 2014

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4B Pursue creation of a joint city ad hoc committee to work with staff and consultants to create pedestrian and bicycle network.

Item 5 Address Downtown Parking Challenges

5A Establish Downtown parking committee to address short-term, medium, and long-term parking solutions

Responsibility: City Manager and City Attorney
Completion: April 2014

Item 6 Land Use Planning

6A Initiate process to update of master plan - early 2015 (five years as required by statute)

6B Develop new parks and recreation master plan. This will be an element of the City Master Plan to begin in the summer of 2014.

6C Develop new downtown master plan. This will be an element of the city master plan to begin in the fall of 2014. (It has been ten years)

6D Develop area plan connecting Riley Park to Old Courthouse site. This will be presented to the Planning Commission by May 2014.

6E Capital Improvements Program to be adopted by June 2014

Responsible Party: Economic and Community Development Director to coordinate in conjunction with City Manager

Item 7 Recruitment and Retention

7A

Item 8 Consider decreasing the front yard setback requirements (15' less?) and the floor area coverage requirements for neighborhoods consisting of primarily outdated housing stock to accomplish the following: a) encouraging redevelopment reverses the current trend of couples leaving Farmington for other communities once they begin to raise families; b) the reduction in requirements would promote redevelopment of our neighborhood by not only the existing residents or contractors who are willing to invest and improve and then sell to future residents; c) due to the current size

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of many of the homes, just expanding vertically does not resolve the spatial limitations such as kitchen size, living room or main floor master bedroom with bath; and d) by allowing the expansion to occur to the front, valuable private space in the backyard is preserved while development toward the street encourages greater neighborhood interaction.

Responsibility: Community and Economic Development Director in conjunction with planning consultant, and City Attorney
Completion: Begin process in May 2014

Item 9 Update City Signs – This would involve all City entry way signs, park signs, city buildings, way finding signs, historic district signs, and downtown signs.

Responsible Party: City Manager, 2 volunteers from Historic Commission, 2 from Beautification Commission, and 2 from Design Committee.

Completion:

1. Design Concept to City Council: May 2014
2. Bid Phase Completed: early summer 2014
3. Installation: late summer 2014

Infrastructure reliability

Reliable – city infrastructure: water and sewer services in particular, good streets and roads, public works and public safety vehicles, urban forestry, electronic interfaces with residents and businesses.

Item 1 Grand River Avenue

- 1A. Engage MDOT in early 2014 to discuss another mill and overlay as a medium-range solution.

Responsibility: City Manager and Public Works Superintendent
Completion: Process to start in February 2014

- 1B. Discuss a long-term transfer to the City that would involve the City of Farmington Hills and the Road Commission for Oakland County.

Responsibility: City Manager

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Completion: Initiate process by March 2014

- 1C. Evaluate Grand River road diet between Orchard Lake Road and Downtown. Its implementation addresses a number of the goals identified in the City's Vision Plan: a) creating greater non-motorized linkage from downtown through to the east side (Item 4); b) greater pedestrian and bicycle usage would result ultimately in linking the river corridor with Shiawassee Park; c) greater linkage from downtown to the east side; d) slowing traffic down will create a more business friendly environment; e) knowing this may be a longer term goal, it is best to start working on it now; and f) coordination will be required not only the CIA but the yet to be formed walkability committee.

Responsibility: City Manager, Economic and Community Development Director, and Public Works Superintendent, CIA

Completion: OHM proposal submitted and discussed at March 2014 study session.

Item 2 Develop comprehensive urban forestry program and policy.

- 2A. Establish on-going funding source to remove and replace dangerous trees and limbs from the public right-of-way.

Responsibility: City Manager

Completion: Evaluate with Fiscal Year 2014-15 Proposed Budget

- 2B. Discuss with City Attorney the feasibility of a voluntary special assessment by which property owners can coordinate with the City removal dangerous trees from private property (nuisance abatement) and have cost special assessed over a period of years.

Responsibility: City Manager and City Attorney

Completion: June 2014

Item 3 Maintain and Improve City Streets

- 3A. Develop updated five-year road improvement program based on Pacer system.

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- 3B. Place on the August or November 2014 ballot a 20-year renewal of the City road millage.

Item 4. Maintain and Improve City Water and Sewer System

- 4A. Develop five-year capital improvements plan that includes lining sanitary sewer collection system in the Bel Aire subdivision.
- 4B. Develop a fire hydrant maintenance and replacement program.
- 4C. Incorporate into five-year capital improvements plan the installation of water meters that allow for remote electronic reads.
- 4D. Evaluate for each road reconstruction project whether the sanitary main needs to be lined and/or water main to be replaced.
- 4E. Work with Oakland County Water Resources Commission and City consult OHM to comply with administrative consent order for the Evergreen Farmington Sanitary Sewer District.
- 4F. Continue to reduce unaccounted water percentage by installing meters at City facilities and by periodically monitoring flow of large commercial and multi-family customers.

Item 5 Sidewalks

- 5A. Establish special assessment service district to remove snow along Grand River Avenue beginning at Halsted Road and continuing east through the Downtown. This will be a contracted service.

Responsibility: City Manager, City Attorney, Public Works Superintendent, Treasurer, and Oakland County Equalization (Assessor)
Completion: October 2014

Item 6 Focus on technology over the next five years

- 6A. Develop a financial plan to install meter reads that will allow all residents and commercial meters to be read

electronically. The purpose would be to reduce amount of the DPW personnel time reading meters and focusing on higher-end functions. This allows City to consider monthly billings.

- 6B Expand convenience and reduce cost for residents and businesses to pay utility bills and taxes electronically
- 6C Utilize communication applications in which residents can communicate with public works and other departments regarding service issues: potholes, downed power line, etc.

Maintain high quality and convenient municipal services

- Item 1 Maintain excellent public safety response times.
- Item 2 Maintain public works fall leaf collection program.
- Item 3 Continue practice of plowing all streets within one day of a major snow storm.
- Item 4 Develop and maintain a good parks system.
- Item 5 Connect pedestrian (sidewalks) and bike trails.
- Item 6 Maintain good customer service regarding building department and planning review.
- Item 7 Expand use of electronic invoicing and payment receipt for water/sewer bills, taxes.
- Item 8 Improved streetscape maintenance.

8A Establish weekly review team to identify maintenance needs in the Downtown area.

8B Improve Park Maintenance – City Administration

Financially Sustainability

- Item 1 Do not engage in long-term deficit spending for operating purposes.

Responsibility: City Manager and Treasurer/Finance Director

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Completion: Review will take place with proposed Fiscal Year 2014-15 Budget in April 2014.

- Item 2 Continue to examine alternatives to reduce operating costs while maintaining or improving services.

Responsibility: City Manager and Department Heads
Completion: On-going

- Item 3 Develop five-year capital improvements program in which projects will be financed on a pay as you go basis (presumes on-going funding source) or short-term financing.

- Item 4 Develop a two-year budget within the construct of Council 2014-2015 Work Plan.

- Item 5 Maintain overall millage rate at 15 mills exploring strategy to modestly reduce over time.

- Item 6 Align cost of services with fee structure to equitably finance various services.

- Item 7 Maintain AA bond rating.

Responsibility: City Manager and Treasurer/Finance Director
Completion: On-going, usually accompanies a bond issue

- Item 8 Continue to provide five-year budget forecast when developing proposed budget.

Responsibility: City Manager and Treasurer/Finance Director
Completion: To be presented with proposed Fiscal Year 2014-15 Budget in April 2014

- Item 9 Continue to monitor Other Post Employment Benefits (OPEB) costs and financing. Submit annual report to City Council highlighting investment performance from the Retiree Health Care Trust Fund, premiums paid in the Retiree Health Care Trust Fund, changes in plan members, and actuarial reports.

Responsibility: Treasurer, City Manager, Retiree Health Care Board
Completion: Initial presentation in late fall 2014

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- Item 1 Continue to benchmark per capita costs for public safety (typically half General Fund expenditures for most communities).
- Item 2 Monitor Overall Homestead and Non-Homestead millage rates of surrounding communities and comparable sized communities in Metro Detroit.
- Item 3 Monitor wage and benefits of surrounding communities and communities of comparable size with the intent of providing a competitive compensation package to attract and retain good employees and to insure financial resources are utilized effectively.
- Item 4 Monitor water and sewer rates of surrounding communities
- Item 5 Monitor Residential Housing values
- Item 6 Monitor Commercial lease values
- Item 7 Monitor apartment lease values

Farmington City Council Staff Report

Council Meeting Date:
February 17, 2014

**Reference
Number
(ID # 1488)**

Submitted by: Vincent Pastue, City Manager

Description: Board and Committee Reappointments

Requested Action:

Appointments on the various Boards and Committees

Background:

Listed below are terms of office for Boards/Commissions that expire February and March 2014. Each member listed below indicated a desire for reappointment. If City council has no objections, administration recommends reappointment of these members to the Commission and terms as indicated.

Brownfield Redevelopment Authority 3-Year Term

Mary Engelman 3/01/2014 - 2/28/2017

Vincent Pastue 3/01/2014 - 2/28/2017

Construction Board of Appeals 2-Year Term

Joe Dompierre 3/1/2014 - 2/28/2016

Michael Kish 3/1/2014 - 2/28/2016

Downtown Development Authority 4-Year Term

Dan Higgins 3/1/2014 - 2/28/2018

Emergency Preparedness

Kenneth Murray 2/1/2014 - 1/31/2017

Historical Commission 3-Year Term

James Atkinson 4/1/2014 - 3/31/2017

Sharon Bernath 4/1/2014 - 3/31/2017

Michael Harrison 4/1/2014 - 3/31/2017

Laura Myers 4/1/2014 - 3/31/2017

Public Access Promotion Committee 3-Year Term

Kenneth Murray 4/1/2014 - 3/31/2017

The appointments below will be retroactive as the terms expired March 31, 2013.

Corridor Improvement Association 3-Year Term

David Carron 4/01/2013 - 3/31/2016

Patrick Thomas 4/01/2013 - 3/31/2016

Agenda Review

Review:

Vincent Pastue Pending

City Manager Pending
City Council Pending