



Regular City Council Meeting
7:00 p.m., Monday, May 15, 2017
City Council Chambers
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **APPROVAL OF ITEMS ON CONSENT AGENDA**
 - A. **Farmington Quarterly Financial Report – 3/31/17**
 - B. **Farmington Quarterly Investment Report – 3/31/17**
 - C. **Farmington Quarterly Financial Report – Court – 3/31/17**
 - D. **Appoint Cheryl Blau to the Farmington Area Arts Commission**
 - E. **Farmington Monthly Payments Report, April 2017**
 - F. **Farmington Public Safety Monthly Report**
 - G. **Ratify Payment to R. Graham Construction for Warner Mansion Repairs**
 - H. **Minutes of the City Council**
 1. **Special – April 17, 2017**
 2. **Regular – April 17, 2017**
 3. **Regular – May 1, 2017**
 - I. **Appoint Geoffrey Perrot as an Alternate to the Zoning Board of Appeals**
 - J. **Consideration to Approve Run for the Hills Road Race Request**
5. **APPROVAL OF REGULAR AGENDA**
6. **NEW BUSINESS**
 - A. **Monthly Tip: Emergency Preparedness Committee**
 - B. **Consideration to Approve Resolution Renewing Participation in the Oakland County Community Development Block Grant (CDBG) Program for a Three-Year Period (2018-2020)**
 - C. **Consideration to Approve the New City of Farmington Administrative Manual**
 - D. **Consideration to Approve Public Hearing Notice for Proposed Fiscal Year 2017-18 Budget and Property Tax Rates**
 - E. **Consideration to Certify 2017 Delinquent Invoices, and Water and Sewer Bills**
 - F. **Consideration to Approve Resolution to Amend Traffic Control Order; Stops Signs on Whittaker at Oakland Streets**

- G. Consideration to Approve Intergovernmental Agreement for Firearms and Use of Force Training Video Simulator**
- H. Consideration to Authorize Purchase of Anti-Icing Swap loader attachment from Truck & Trailer Specialties.**
- I. Consideration to Approve the Farmington Engineering Standards**
- J. Consideration to Approve Charitable Gaming License Resolution for Freedom House Fundraiser in Riley Park on June 25**

7. DEPARTMENT COMMENT

8. CITY COUNCIL COMMENTS

9. ADJOURNMENT

Farmington City Council Agenda Item	Council Meeting Date: May 15, 2017	Item Number 4A	
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Quarterly Financial Report – 3/31/17			
<u>Proposed Motion</u> Approve Farmington Quarterly Financial Report – 3/31/17			
<u>Background</u> See attachment			
<u>Materials Attached</u> Farmington Quarterly Financial Report – 3-31-17			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

FINANCIAL REPORT
CITY OF FARMINGTON
QUARTER ENDED MARCH 31, 2017

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

CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 3-31-17

BUDGETED FUNDS:

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

Property Taxes	4,439,504.00	4,310,790.40	(128,713.60)	General Government	1,828,090.00	1,275,056.23	(553,033.77)
Licenses & Permits	137,350.00	108,681.00	(28,669.00)	Court	465,397.00	349,047.72	(116,349.28)
Federal Grants	37,732.00	13,516.00	(24,216.00)	Public Safety	3,612,899.00	2,601,193.16	(1,011,705.84)
State Shared Revenues & Grants	1,074,095.00	654,174.90	(419,920.10)	Public Services	1,041,575.00	760,300.35	(281,274.65)
Charges For Services	2,083,883.00	1,528,583.56	(555,299.44)	Health & Welfare	7,215.00	0.00	(7,215.00)
Fines & Forfeits	470,500.00	304,764.36	(165,735.64)	Community & Econ. Development	240,903.00	131,439.60	(109,463.40)
Other Revenue	249,565.00	116,642.23	(132,922.77)	Recreation & Cultural	854,203.00	546,399.91	(307,803.09)
Transfer, Capital Improvement Fund	264,990.00	0.00	(264,990.00)	Transfer, Nonvoted Debt Service	155,353.00	155,331.54	(21.46)
				Transfer, OPEB Debt Service	432,655.00	432,792.50	137.50
				Transfer, S/A Debt Fund	119,329.00	107,809.56	(11,519.44)
Total Revenues:	8,757,619.00	7,037,152.45	(1,720,466.55)	Total Expenditures:	8,757,619.00	6,359,370.57	(2,398,248.43)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	8,757,619.00	7,037,152.45		Total Expenditures/Trans Fund Equity	8,757,619.00	6,359,370.57	

CAPITAL IMPROVEMENT FUND:

Other Revenue	400,000.00	2,279.30	(397,720.70)	Transfer, General Fund	264,990.00	0.00	(264,990.00)
Total Revenues:	400,000.00	2,279.30	(397,720.70)	Total Expenditures:	264,990.00	0.00	(264,990.00)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	135,010.00		
Total Revenues/Appr Fund Equity:	400,000.00	2,279.30		Total Expenditures/Trans Fund Equity	400,000.00	0.00	

CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 3-31-17

BUDGETED FUNDS:

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

State Shared Revenue	489,400.00	261,179.01	(228,220.99)	Operation & Maintenance	335,799.00	163,888.62	(171,910.38)
Contracts and Grants	102,614.00	41,380.46	(61,233.54)	Construction	127,745.00	95,173.61	(32,571.39)
Other Revenue	500.00	1,055.04	555.04	Debt Service	143,283.00	143,282.50	(0.50)
Transfer, Municipal Street Fund	70,000.00	0.00	(70,000.00)	Transfer, Local Street Fund	117,255.00	0.00	(117,255.00)
Total Revenues:	662,514.00	303,614.51	(358,899.49)	Total Expenditures:	724,082.00	402,344.73	(321,737.27)
Appropriation, Fund Equity	61,568.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	724,082.00	303,614.51		Total Expenditures/Trans Fund Equity	724,082.00	402,344.73	

LOCAL STREET FUND:

State Shared Revenue	206,707.00	109,974.88	(96,732.12)	Operation & Maintenance	205,143.00	150,783.01	(54,359.99)
Special Assessments	10,500.00	9,600.00	(900.00)	Construction	286,255.00	75,270.29	(210,984.71)
Other Revenue	23,300.00	544.80	(22,755.20)				
Transfer, Municipal Street Fund	150,000.00	0.00	(150,000.00)				
Transfer, Major Street Fund	117,255.00	0.00	(117,255.00)				
Total Revenues:	507,762.00	120,119.68	(387,642.32)	Total Expenditures:	491,398.00	226,053.30	(265,344.70)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	16,364.00		
Total Revenues/Appr Fund Equity:	507,762.00	120,119.68		Total Expenditures/Trans Fund Equity	507,762.00	226,053.30	

MUNICIPAL STREET FUND:

Property Taxes	303,406.00	295,650.27	(7,755.73)	Transfer, Major Street Fund	70,000.00	0.00	(70,000.00)
State Shared Revenue	0.00	8,938.80	8,938.80	Transfer, Local Street Fund	150,000.00	0.00	(150,000.00)
Other Revenue	1,600.00	3,622.28	2,022.28				
Total Revenues:	305,006.00	308,211.35	3,205.35	Total Expenditures:	220,000.00	0.00	(220,000.00)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	85,006.00		
Total Revenues/Appr Fund Equity:	305,006.00	308,211.35		Total Expenditures/Trans Fund Equity	305,006.00	0.00	

CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 3-31-17

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

BROWNFIELD REDEVELOP AUTHORITY:

Total Revenues:	2,680.00	2,685.94	5.94	Total Expenditures:	10,580.00	2,500.00	(8,080.00)
Appropriation, Fund Equity	7,900.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	10,580.00	2,685.94		Total Expenditures/Trans Fund Equity	10,580.00	2,500.00	

CORRIDOR IMPROVEMENT AUTHORITY:

Total Revenues:	0.00	131.53	131.53	Total Expenditures:	15,000.00	0.00	(15,000.00)
Appropriation, Fund Equity	15,000.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	15,000.00	131.53		Total Expenditures/Trans Fund Equity	15,000.00	0.00	

DWTWN DEVELOPMENT AUTHORITY:

Total Revenues:	547,600.00	465,364.14	(82,235.86)	Total Expenditures:	547,600.00	264,710.36	(282,889.64)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	0.00		
Total Revenues/Appr Fund Equity:	547,600.00	465,364.14		Total Expenditures/Trans Fund Equity	547,600.00	264,710.36	

TOTAL BUDGETARY FUNDS REVENUE:	\$8,239,558.90			TOTAL BUDGETARY FUNDS EXPENDITURES:	\$7,254,978.96		
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CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 3-31-17

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	4,578,468.00	3,857,138.03	(721,329.97)	Operating & Maintenance	4,127,013.00	2,678,379.60	(1,448,633.40)
Service Fees	70,000.00	43,573.45	(26,426.55)	Total O & M Expenditures:	4,127,013.00	2,678,379.60	(1,448,633.40)
Other Revenue	42,000.00	14,273.81	(27,726.19)	Capital Outlay	691,003.00	380,536.39	(310,466.61)
				Debt, Principal and Interest	318,591.00	188,500.00	(130,091.00)
				Transfer, OPEB Debt Service	22,771.00	22,783.50	12.50
Total Revenues:	4,690,468.00	3,914,985.29	(775,482.71)	Capital & Debt Outlays	1,032,365.00	591,819.89	(440,545.11)
Appropriation, Fund Equity	468,910.00			Transfer, Debt & Equity	0.00		
Total O & M/ Other Revenues:	5,159,378.00	3,914,985.29		Total O & M Exp.& Trans Debt & Equity	5,159,378.00	3,270,199.49	

FARMINGTON COMMUNITY THEATER FUND:

Admission/Rentals/Concessions	586,544.00	418,859.41	(167,684.59)	Operation & Maintenance	523,187.00	386,902.15	(136,284.85)
Other Revenue	22,350.00	16,318.31	(6,031.69)	Total O & M Expenditures:	523,187.00	386,902.15	(136,284.85)
				Capital Outlay	31,000.00	17,803.00	(13,197.00)
				Debt, Principal and Interest	30,600.00	0.00	(30,600.00)
Total Revenues:	608,894.00	435,177.72	(173,716.28)	Capital & Debt Outlays	61,600.00	17,803.00	(43,797.00)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	24,107.00		
Total Financing Sources:	608,894.00	435,177.72		Total O & M Exp.& Trans Debt & Equity	608,894.00	404,705.15	

Farmington City Council Agenda Item	Council Meeting Date: May 15, 2017	Item Number 4B	
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Quarterly Investment Report – 3/31/17			
<u>Proposed Motion</u> Approve Farmington Quarterly Investment Report – 3/31/17			
<u>Background</u> See attachment			
<u>Materials Attached</u> Farmington Quarterly Investment Report – 3-31-17			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

INVESTMENT REPORT
CITY OF FARMINGTON
QUARTER ENDED MARCH 31, 2017

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

CITY OF FARMINGTON
 QUARTER ENDING MARCH 31, 2017

	BALANCE			RATE OF RETURN			MATURITY	RATING	RATING AGENCY
	1/31/17	2/28/17	3/31/17	1/31/17	2/28/17	3/31/17			
Pooled Mutual Funds:									
Comerica	\$ 252,628	\$ 252,735	\$ 252,862	0.580%	0.510%	0.710%	Daily	A1,P1	S&P
Oakland County Investment Pool	6,152,944	6,059,764	6,055,580	0.660%	0.631%	0.872%	Daily	Not rated	N/A
MBIA Class	253,950	254,134	254,335	0.930%	0.940%	0.930%	Daily	AAAm	S&P
Total Pooled Funds:	6,659,522	6,566,632	6,562,777						
Certificates of Deposit:									
Flagstar	500,000	500,000	500,000	0.850%	0.850%	0.850%	5/25/2017	4	Bauer
Talmer Bank	206,089	206,089	206,089	0.650%	0.650%	0.650%	4/27/2017	5	Bauer
Total Certificates of Deposit:	706,089	706,089	706,089						
Uninvested:	\$ 2,343,024	\$ 1,832,032	\$ 995,510	Bank Analysis Credit Earned			N/A		
TOTAL:	\$ 9,708,635	\$ 9,104,753	\$ 8,264,375						

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

Farmington City Council Agenda Item	Council Meeting Date: May 15, 2017	Item Number 4C	
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Quarterly Financial Report Court – 3/31/17			
<u>Proposed Motion</u> Approve Farmington Quarterly Financial Report Court – 3/31/17			
<u>Background</u> See attachment			
<u>Materials Attached</u> Farmington Quarterly Financial Report Court – 3-31-17			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

FINANCIAL REPORT
47TH DISTRICT COURT
QUARTER ENDED MARCH 31, 2017

Distribution:

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

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

User: anorgard

DB: Farmington

PERIOD ENDING 03/31/2017

GL NUMBER	DESCRIPTION	BALANCE 03/31/2016	2016-17 AMENDED BUDGET	BEG. BALANCE 07/01/2016	END BALANCE 03/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 136 - 47TH DISTRICT COURT FUND							
Assets							
Dept 000.00							
136-000.00-001.000	CASH-GENERAL RECEIVING	328,735.22		191,712.89	414,553.40		
136-000.00-004.000	IMPREST CASH	1,950.00		1,950.00	1,950.00		
136-000.00-040.000	A/R MISCELLANEOUS	0.00		20,590.76	0.00		
136-000.00-102.000	PREPAID EXPENSES	0.00		7,588.00	0.00		
Total Dept 000.00		330,685.22		221,841.65	416,503.40		
TOTAL ASSETS		330,685.22		221,841.65	416,503.40		
Liabilities							
Dept 000.00							
136-000.00-202.000	ACCOUNTS PAYABLE, P O	0.00		23,393.65	0.00		
136-000.00-202.002	ACCOUNTS PAYABLE, ACCRUED	0.00		498.69	0.00		
136-000.00-214.101	DUE TO GENERAL FUND	30.60		23.00	34.71		
136-000.00-231.011	PAYROLL, LIFE INSURANCE	(2.70)		404.70	(3.30)		
136-000.00-257.000	ACCRUED WAGES	0.00		92,373.07	0.00		
136-000.00-285.600	FLEX ACCOUNT 2016, COURT	1,622.64		3,896.84	5,497.22		
136-000.00-285.601	FLEX ACCOUNT 2017, COURT	2,186.49		0.00	(2,693.19)		
Total Dept 000.00		3,837.03		120,589.95	2,835.44		
TOTAL LIABILITIES		3,837.03		120,589.95	2,835.44		
Fund Equity							
Dept 000.00							
136-000.00-368.000	NONSPENDABLE, INVENTORIES, PREPAIDS	15,347.09		7,588.00	7,588.00		
136-000.00-390.000	FUND BALANCE	49,835.96		1,950.96	1,950.96		
136-000.00-393.000	ASSIGNED FUND BALANCE, CAPITAL	0.00		91,712.74	91,712.74		
Total Dept 000.00		65,183.05		101,251.70	101,251.70		
TOTAL FUND EQUITY		65,183.05		101,251.70	101,251.70		
Revenues							
Dept 000.00							
136-000.00-539.901	STATE GRANT, DRUNK DRIVING	0.00	20,000.00		0.00	20,000.00	0.00
136-000.00-539.902	DRUG CASE MANAGEMENT	0.00	900.00		0.00	900.00	0.00
136-000.00-539.903	JUDGES, SALARY STD	68,586.00	91,448.00		68,586.00	22,862.00	75.00
136-000.00-539.904	DRUG COURT	1,032.14	5,000.00		2,363.64	2,636.36	47.27
136-000.00-664.000	INVESTMENT INCOME	711.74	1,000.00		905.47	94.53	90.55
136-000.00-671.000	REVENUES, OTHER	24,595.30	13,000.00		892.00	12,108.00	6.86
136-000.00-674.400	COMMUNITY WORK PROGRAM	1,856.00	28,797.00		1,893.12	26,903.88	6.57
136-000.00-678.001	CONTRIBUTIONS, FARMINGTON	361,321.84	465,397.00		349,047.72	116,349.28	75.00
136-000.00-678.002	CONTRIBUTIONS FARMINGTON HILLS	1,869,516.00	2,506,486.00		1,879,866.00	626,620.00	75.00
136-000.00-679.000	HEALTH INSURANCE CONTRIBUTIONS	11,113.20	27,113.00		18,087.00	9,026.00	66.71

User: anorgard

DB: Farmington

PERIOD ENDING 03/31/2017

GL NUMBER	DESCRIPTION	BALANCE 03/31/2016	2016-17 AMENDED BUDGET	BEG. BALANCE 07/01/2016	END BALANCE 03/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 136 - 47TH DISTRICT COURT FUND							
Revenues							
Total Dept 000.00		2,338,732.22	3,159,141.00		2,321,640.95	837,500.05	73.49
TOTAL REVENUES		2,338,732.22	3,159,141.00		2,321,640.95	837,500.05	73.49
Expenditures							
Dept 000.00							
136-000.00-703.001	SALARIES, JUDGES	65,212.20	91,448.00		63,779.10	27,668.90	69.74
136-000.00-703.002	SALARIES, COURT ADMINISTRATORS	144,712.99	204,138.00		146,036.51	58,101.49	71.54
136-000.00-704.000	SALARIES, COURT REPORTERS	81,073.57	117,183.00		83,583.46	33,599.54	71.33
136-000.00-704.001	SALARIES, DEPUTY COURT CLERKS	454,425.21	620,493.00		436,051.55	184,441.45	70.28
136-000.00-704.002	SALARIES, COURT OFFICERS	63,793.43	94,699.00		67,302.42	27,396.58	71.07
136-000.00-704.003	SALARIES, PROBATION OFFICER	209,021.49	302,843.00		216,636.09	86,206.91	71.53
136-000.00-707.000	SALARIES, PART-TIME/TEMP	67,474.19	130,952.00		68,834.66	62,117.34	52.56
136-000.00-707.001	SALARIES, BLDG MAINT CWP	2,087.91	3,500.00		1,893.12	1,606.88	54.09
136-000.00-707.002	SALARIES, BLDG MAINT, PT	38,557.19	54,303.00		38,727.66	15,575.34	71.32
136-000.00-707.003	SALARIES, MAGISTRATE, PT	35,909.00	56,250.00		37,513.00	18,737.00	66.69
136-000.00-709.000	SALARIES, OVERTIME	814.31	2,000.00		227.83	1,772.17	11.39
136-000.00-715.000	LONGEVITY PAY	72,769.84	75,984.00		75,915.25	68.75	99.91
136-000.00-719.000	FRINGE BENEFITS	329.50	540.00		305.00	235.00	56.48
136-000.00-719.004	INSURANCE ALLOWANCE	630.00	840.00		630.00	210.00	75.00
136-000.00-719.005	VEHICLE ALLOWANCE	2,700.00	3,600.00		2,700.00	900.00	75.00
136-000.00-720.007	PYMT IN LIEU OF HOSP INS	15,841.58	24,000.00		16,600.00	7,400.00	69.17
136-000.00-720.100	SOC SEC, EMPLOYER'S SHARE	87,286.28	129,566.00		86,922.05	42,643.95	67.09
136-000.00-720.200	COMPREHENSIVE MEDICAL INS	205,116.18	284,698.00		206,313.39	78,384.61	72.47
136-000.00-720.300	LIFE INSURANCE	12,980.88	15,276.00		12,489.54	2,786.46	81.76
136-000.00-720.400	RETIREMENT CONTRIBUTION	0.00	223,426.00		0.00	223,426.00	0.00
136-000.00-720.450	RETIREE HEALTHCARE CONTRIBUTION	0.00	72,668.00		0.00	72,668.00	0.00
136-000.00-720.500	WORKMEN'S COMPENSATION INS	9,261.00	10,653.00		7,510.00	3,143.00	70.50
136-000.00-720.600	OPTICAL	2,974.44	4,000.00		941.96	3,058.04	23.55
136-000.00-720.700	DENTAL	35,922.44	45,369.00		31,291.56	14,077.44	68.97
136-000.00-727.000	OFFICE SUPPLIES	21,135.50	24,500.00		18,291.15	6,208.85	74.66
136-000.00-728.000	POSTAGE, METER	15,310.59	16,000.00		10,349.75	5,650.25	64.69
136-000.00-733.000	RECORDS MANAGEMENT	579.00	2,000.00		437.50	1,562.50	21.88
136-000.00-735.000	LAW LIBRARY	6,120.15	7,617.00		4,131.84	3,485.16	54.24
136-000.00-740.500	NON-CAPITALIZED ASSETS	0.00	5,000.00		2,872.79	2,127.21	57.46
136-000.00-801.000	PROFESSIONAL SERVICES	4,000.00	5,000.00		4,925.37	74.63	98.51
136-000.00-801.002	PRO SERVICES, LABOR RELATIONS	984.00	4,700.00		96.00	4,604.00	2.04
136-000.00-802.101	WITNESS FEES	524.40	2,500.00		903.70	1,596.30	36.15
136-000.00-802.102	JURY FEES	1,562.78	3,450.00		1,162.25	2,287.75	33.69
136-000.00-802.104	INTERPRETER FEES	6,282.20	8,000.00		8,623.09	(623.09)	107.79
136-000.00-802.105	SUBSTITUTE COURT REPORTER	1,885.00	4,000.00		2,990.00	1,010.00	74.75
136-000.00-802.107	ACCOUNTING FEES	24,540.00	33,375.00		25,031.25	8,343.75	75.00
136-000.00-802.109	APPOINTED COUNSEL-C, R, 2	18,250.00	35,000.00		16,950.00	18,050.00	48.43
136-000.00-802.110	APPOINTED COUNSEL-C. R. 1	26,350.00	35,000.00		22,700.00	12,300.00	64.86
136-000.00-806.101	AUDIT & ACCOUNTING FEES	13,675.00	14,125.00		14,125.00	0.00	100.00
136-000.00-818.000	CONTRACTUAL SERVICES	79,489.40	110,274.00		81,350.75	28,923.25	73.77
136-000.00-853.000	TELECOMMUNICATIONS	9,678.35	15,000.00		10,964.97	4,035.03	73.10
136-000.00-860.000	TRANSPORTATION	3,911.73	9,600.00		4,786.27	4,813.73	49.86
136-000.00-861.000	MILEAGE	955.07	2,000.00		754.87	1,245.13	37.74
136-000.00-920.000	PUBLIC UTILITIES	61,347.57	100,500.00		66,408.95	34,091.05	66.08
136-000.00-934.000	MAINTENANCE, OFFICE EQUIPMENT	0.00	8,247.00		852.00	7,395.00	10.33
136-000.00-935.000	MAINT, BUILDINGS & GROUNDS	57,486.25	57,081.00		52,926.70	4,154.30	92.72
136-000.00-936.000	CLEANING & UNIFORMS	1,809.19	3,000.00		2,123.14	876.86	70.77
136-000.00-943.000	EQUIPMENT RENTAL	19,489.98	24,144.00		17,829.21	6,314.79	73.85

User: anorgard

DB: Farmington

PERIOD ENDING 03/31/2017

GL NUMBER	DESCRIPTION	BALANCE 03/31/2016	2016-17 AMENDED BUDGET	BEG. BALANCE 07/01/2016	END BALANCE 03/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 136 - 47TH DISTRICT COURT FUND							
Expenditures							
136-000.00-955.000	MEMBERSHIPS	2,093.00	6,413.00		3,205.00	3,208.00	49.98
136-000.00-956.000	MISCELLANEOUS EXPENSE	4,052.86	5,000.00		3,623.34	1,376.66	72.47
136-000.00-959.500	BANKING CHARGES	0.00	1,500.00		0.00	1,500.00	0.00
136-000.00-963.000	INSURANCE & BONDS	30,069.25	32,921.00		22,581.75	10,339.25	68.59
136-000.00-977.000	CAPITAL OUTLAY, EQUIPMENT	52,336.93	9,765.00		1,766.96	7,998.04	18.09
Total Dept 000.00		2,072,811.83	3,154,141.00		2,004,967.75	1,149,173.25	63.57
Dept 000.01-DRUG COURT							
136-000.01-801.702	MI DRUG COURT	4,255.25	5,000.00		4,256.94	743.06	85.14
Total Dept 000.01-DRUG COURT		4,255.25	5,000.00		4,256.94	743.06	85.14
TOTAL EXPENDITURES		2,077,067.08	3,159,141.00		2,009,224.69	1,149,916.31	63.60
Total Fund 136 - 47TH DISTRICT COURT FUND							
TOTAL ASSETS		330,685.22		221,841.65	416,503.40		
BEG. FUND BALANCE		65,183.05		101,251.70	101,251.70		
+ NET OF REVENUES & EXPENDITURES		261,665.14		120,589.95	312,416.26	(312,416.26)	100.00
= ENDING FUND BALANCE		326,848.19		101,251.70	413,667.96		
+ LIABILITIES		3,837.03		120,589.95	2,835.44		
= TOTAL LIABILITIES AND FUND BALANCE		330,685.22		221,841.65	416,503.40		

Farmington City Council Staff Report	Council Meeting Date: May 15, 2017	Item Number 4E
Submitted by: Melissa Andrade		
<u>Agenda Topic</u> Board and Commission appointment – Appoint Cheryl Blau to the Farmington Area Arts Commission		
<u>Proposed Motion:</u> Move to appoint Cheryl Blau to the Farmington Area Arts Commission to fill an unexpired term ending June 30, 2018.		
<u>Background:</u> At its April 3 meeting, Farmington City Council interviewed Cheryl Blau for a seat on one of the Farmington Board and Commissions. The Farmington Area Arts Commission currently has a vacancy left by Cathi Waun. The term ends 6/30/2018.		
<u>Materials:</u>		

Farmington City Council Agenda Item	Council Meeting Date: May 15, 2017	Item Number 4D	
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Monthly Payments Report – April 2017			
<u>Proposed Motion</u> Approve Farmington Monthly Payments Report – April 2017			
<u>Background</u> See attachment			
<u>Materials Attached</u> Monthly Payments Report April 2017			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF APRIL 2017

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 270,288.97
202	MAJOR STREET FUND	\$ 9,807.05
203	LOCAL STREET FUND	\$ 13,311.90
592	WATER & SEWER FUND	\$ 226,926.51
595	FARMINGTON COMMUNITY THEATER FUND	\$ 24,677.97
640	DPW EQUIPMENT REVOLVING FUND	\$ 3,565.31
701	AGENCY FUND	\$ 9,534.00
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 63,381.87
	TOTAL CITY PAYMENTS ISSUED:	\$ 621,493.58
136	47TH DISTRICT COURT FUND	\$ 26,835.10
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 18,937.09
296	SWOCC FUND	\$ 169,304.14
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 215,076.33
	TOTAL PAYMENTS ISSUED	\$ 836,569.91

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF APRIL 2017

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
General Fund	Chase (Disbursing Acct)	Direct Deposit Payroll	213,548.38
General Fund	Federal Gov't	W/H & FICA Payroll	82,170.77
General Fund	MERS	March Transfer	46,196.46
General Fund	MERS HCSP	March Transfer	3,910.00
Agency	Total Administrative Services Corp.	Flexible Spending Accounts	1,820.02
	TOTAL CITY ACH TRANSFERS		347,645.63
Court Fund	Chase (Disbursing Acct)	Direct Deposit Payroll	81,983.88
Court Fund	Federal Gov't	W/H & FICA Payroll	30,452.00
	TOTAL OTHER ENTITIES ACH TRANSFERS		112,435.88



City of
FARMINGTON Michigan

www.farmingtonpublicsafety.com

FARMINGTON PUBLIC SAFETY DEPARTMENT

23600 Liberty Street, Farmington, MI 48335 Tel 248-474-4700 Fax 248-442-9815

MONTHLY REPORT **APRIL 2017**

OWI (1st)

On April 4th a Sergeant stopped a vehicle in the area of Farmington and Longwood after observing the vehicle cut off two other vehicles while entering a parking lot. In addition, a query of the license plate also revealed that the vehicle registration was expired. After stopping the vehicle and talking with the driver, the Sergeant noted an odor of intoxicants from the interior of the vehicle. The driver admitted to consuming 3-4 beers at a friend's house. The driver completed field sobriety evaluations and a PBT that resulted .14(1). The driver was arrested and transported to jail.

Possession of Marijuana / OWI (1st)

On April 5th a Sergeant stopped a vehicle in the area of eastbound M5 and Farmington Road after following and observing the vehicle driving erratically with its high-beam lights and turn signal activated. While speaking with the driver, the Sergeant noted an odor of intoxicants from the interior of the vehicle. The driver stated that he had a few beers at an area hotel and was on his way home. The driver completed field sobriety evaluations and a PBT that resulted .09(5). The driver was arrested and transported to jail. An inventory search of the vehicle revealed that the driver was in possession of marijuana, which the driver admitted they smoked earlier in the evening.

OWI (3rd) / Possession of Narcotic Paraphernalia / False ID / Open Alcohol / DWLS

On April 6th Officers responded to a Farmington Service Station for a report of a driver passed out at the wheel. Officers found the driver passed out, vehicle running, and transmission in drive with the driver's foot on the brake. The Officers boxed in the vehicle, but when the driver was roused, the driver put their vehicle in reverse and backed into a patrol vehicle. The driver completed field sobriety evaluations and a PBT that resulted .09(6). The driver was arrested and transported to jail where they were fingerprinted because they refused to provide their identity. During the inventory search of the rental vehicle, the driver was found to be in possession of drug paraphernalia, open alcohol and numerous items that Officers suspected to be stolen. Since the arrest, a number of out of state agencies have contacted FDPS, placed detainers for the subject, and are seeking extradition for theft related cases. FDPS Detectives are working with those agencies to determine where the suspected stolen items were taken from.

OWI (3rd)

On April 9th an Officer stopped a vehicle in the area of eastbound M5 and Farmington Road for speeding (91/70). The driver stated to the Officer that she was on her way home, after spending the night with her mother, where they had gone out to dance clubs. The Officer reported detecting an odor of intoxicates and requested that the driver complete field sobriety evaluations and a PBT that resulted .10(8). The driver was arrested and transported to jail where it was learned that the driver has (2) prior OWI convictions.

Trespass

On April 9th an Officer responded to a vacant building for a report of people on the roof. The Officer located (2) juveniles in the area who admitted to being on the roof prior to the arrival of the Officer. The two were advised that they were trespassing and could be cited. They were advised and released at the scene.

Assist FHPD / Retail Fraud Arrest

On April 9th a Sergeant, hearing a dispatched report of a retail fraud in-progress in the area of Grand River and Drake, responded to the area to assist. The Sergeant located a suspect matching the description in the Drakeshire Apartments. The suspect fled from the Sergeant on foot, but the Sergeant caught up to the suspect and ordered them to stop and get on the ground, which he did. The suspect was taken into custody by FHPD.

Trespass

On April 9th Officers responded to a Farmington restaurant for a report of a possible assault. The Officers located the involved parties and determined that no assault had occurred. The manager of the establishment requested that two of the subject's involved be advised not to return. Officers verbally issued a no trespass order to the two subjects.

Minor in Possession of Alcohol – Transport in a Motor Vehicle

On April 10th a Sergeant, while checking the parking lot of a Farmington business plaza on Orchard Lake Road, encountered an occupied vehicle. The Sergeant found that the vehicle was occupied by a minor, who was found to be in possession of two open alcohol bottles. The alcohol was poured out, the driver issued a citation and released.

OWI (1st)

On April 12th a Sergeant stopped a vehicle in the area of Grand River and Colgate after observing the vehicle speeding (83 mph) on M5 and Farmington Road. After stopping the vehicle and talking with the driver, the Sergeant noted an odor of intoxicants from the interior of the vehicle as well as the driver's breath. The driver admitted to consuming five drinks in Milford. The driver completed field sobriety evaluations and a PBT that resulted .09(5). The driver was arrested and transported to jail.

Retail Fraud Theft

On April 13th Officers responded to a Downtown Farmington hardware store for a report of the theft of a DeWalt Drill set. The suspect was described as a Hispanic male, 25 – 35 years, slender build, wearing blue jeans and a maroon sweatshirt with white lettering.

The case will be handled by a Detective, who will review the in-store video footage of the incident, and conduct follow up.

Minor in Possession of Alcohol – Consumption

On April 14th at 0330 hours, Officers responded to a report of 8-9 intoxicated teens inside a Farmington restaurant causing a disturbance. The Officers spoke with management, who stated that the teens appeared to be intoxicated, appeared to be under 21 years of age, and were acting obnoxious. As a result, three were issued citations for MIP Alcohol and released.

Minor in Possession of Alcohol – Transport in a Motor Vehicle

On April 14th a Sergeant and Officer stopped a vehicle on M5 and Farmington for a defective headlight violation. As a result of the stop, the passenger of the vehicle was found to be in possession of an open bottle of Vodka, which was poured out. Officers further learned that the passenger had an active warrant for their arrest. The passenger was issued a citation and the driver was released at the scene.

Credit Card Fraud – Illegal Use

On April 14th an Officer investigated an incident involving a Farmington resident who was victimized by their home healthcare worker. The Officer learned that the suspect made at least three unauthorized online purchases totaling \$238.98 using the victim's debit MasterCard. Those purchases were scheduled to be mailed to the suspect's home address. The case has been assigned to a Detective for follow up with the suspect and prosecutorial review.

OWI (1st) / Property Damage Crash H/R

On April 14th Officers responded to the area of Shiawassee and Mooney to meet with a witness that observed a vehicle crash into, and then run over a stop/street sign. The witness reported that the driver parked the vehicle and went into an apartment building. Officers observed a badly damaged sign and located the suspect vehicle after following the fluid trail. The Officer's reported that the front end of the vehicle was damaged and there was a lot of fluid leaking from the undercarriage of the vehicle. Officers located the owner of the vehicle in a nearby apartment, noting that they appeared to be highly intoxicated. The subject admitted to drinking beer at a friend's house before driving home. The Officer reported detecting an odor of intoxicants on the subject and requested they take a PBT that resulted .11(2). The driver was arrested and transported to jail.

Larceny

On April 14th a Farmington business owner reported that a trailer was stolen from their parking lot sometime between April 14th and April 16th. The trailer was entered as stolen and the case has been assigned to a Detective for further follow up.

Possession of Narcotic Paraphernalia

On April 18th a Sergeant stopped a vehicle in the area of Farmington and Nine Mile after observing the vehicle disobey a red light. While speaking to the driver, the Sergeant reported that there was an odor of marijuana inside the vehicle. When asked if there was marijuana in the vehicle, the driver stated "yes". A subsequent search of the

vehicle resulted in a glass pipe with marijuana residue and a small amount of loose marijuana. The driver was issued a citation and released. The glass pipe confiscated and destroyed.

Arson Investigation

On April 18th Officers responded to a Farmington Industrial business for a report of a fire that occurred over the overnight hours. The Vice President of the business reported that there was a small fire in a bathroom which caused minor damage. The subsequent investigation determined that the fire was unintentional, and was caused by an employee smoking and discarding a cigarillo in the corner of the bathroom. The employee was terminated and issued a no trespass order. The business owner declined criminal prosecution and considered the incident resolved.

Possession of Marijuana

On April 18th an Officer stopped a vehicle in the area of Grand River Ave and Hawthorne for a driver side brake light out. While talking to the driver, the Officer observed suspected marijuana in plain view and further learned that the driver had a suspended license and warrants for their arrest. The driver was also found to be in possession of fraudulent temporary dealer license plates. The driver was arrest and transported to jail.

Assist FHPD

On April 21st an Officer observed a vehicle travelling the wrong way on Grand River near Albion, approaching oncoming traffic. The Officer stopped the vehicle and a Farmington Hills Officer conducted a further investigation as a result of the stop. The driver and passenger of the vehicle were issued citations for open alcohol in a motor vehicle.

Suspicious Person – Investigation

On April 20th an Officer on patrol observed a male subject searching a mailbox along (dirt) Nine Mile and Brookdale, and after observing the Officer, began walking away on foot. The Officer made contact with the subject who stated that he lived there, but provided a Michigan Driver's License that indicated a Farmington Road address. The subject was transported to the address in question and his identity and address was verified by his landlord.

Possession of Narcotic Paraphernalia

On April 22nd an Officer stopped a vehicle on M5 near Farmington after observing that the vehicle did not have a visible license plate attached. The driver was found to have a suspended Virginia driver's license and was arrested. During the inventory search of the vehicle the Officer discovered narcotic paraphernalia which included (7) syringes, a metal spoon, lighters, a makeshift tourniquet, and a baggie with suspected marijuana residue – all indicative of heroin use. The driver later admitted to using heroin for the past nine years and last used two days prior to the stop. The driver was transported to jail.

Fraud - Scam

On April 24th a Farmington resident fell victim to a money scam after posting items for sale on an online forum. The reporting party (RP) accepted a check from an unknown subject in an amount greater than the amount of the for sale item. The RP then deposited the check and sent a MoneyGram Payment in the amount of the difference only to later learn that the original check was a fraudulent check. The total loss to the RP/victim is \$1,150.00.

Open Liquor in a Motor Vehicle

On April 24th a Sergeant and Officer stopped a vehicle in the area of Grand River and Power for an equipment violation, headlight out. While talking to the driver the Officer observed a red solo cup in the center console containing a brown liquid that tested positive for alcohol. The driver was issued a citation and released.

Larceny – Uttering and Publishing Checks

On April 26th a Farmington business owner reported that they suspect that a former employee stole blank checks and since, has passed at least one in the amount of \$865.00. A Detective has been assigned the case and is conducting the appropriate investigative follow up.

Accidental Property Damage

On April 26th a Farmington resident reported that his vehicle had been damaged when the stucco siding of a downtown Farmington building fell off of the building. The owner of the building was notified and incident documented.

Neighbor Trouble

On April 27th a Sergeant responded to a residence on Maple Street after receiving a call about a belligerent subject performing lawn care services at a neighbor's property. When the Sergeant conducting the investigation and attempted to speak with the subject in question, the subject began to yell and rant. The subject was ordered to leave the premises and his services were terminated.

Customer Trouble

On April 29th FDPS and FHDP Officers responded to a Farmington business for a report from management that there were 20-25 people physically fighting. Upon arrival Officers determined that the fight was verbal in nature and that no physical assault(s) occurred. Officers determined that the dispute was over two tables. Management was able to accommodate both parties in separate areas provided that they agreed to keep to themselves.

OWI (1st)

On April 30th a Sergeant stopped a vehicle in the area of Shiawassee and Power after observing it fail to stop for two stop signs and cross a double yellow line. While speaking with the driver the Sergeant reported observing glassy and bloodshot eyes, and an odor of an intoxicant inside the vehicle. The driver admitted to drinking at a "local establishment" but would not specify where or how much he had been drinking. The driver performed field sobriety evaluations and a PBT that resulted .13(9). The driver was arrested for OWI and transported to jail.

ADDITIONAL INFORMATION:

During the month of April, all public safety officers and reserve firefighters received training in hazardous materials mitigation. In addition to HAZMAT training, all personnel toured the Farmington High School building to refresh their knowledge on building layout and other areas in an effort to better prepare themselves in the event of a fire or other critical incident at the school.

Total Calls	Medical Calls	Fire Calls	Traffic Stops	Crash Reports
943	53	18	465	14

CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of April

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

CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of April

Classification	Apr/2016	Apr/2017	%Change
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	2	1	-50%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004 ORGANIZED RETAIL FRAUD	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	4	4	0%
35002 NARCOTIC EQUIPMENT VIOLATIONS	4	3	-25%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	0	0	0%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	0	0	0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000 ANIMAL CRUELTY	0	0	0%
Group A Totals	25	19	-24%
01000 SOVEREIGNTY	0	0	0%
02000 MILITARY	0	0	0%
03000 IMMIGRATION	0	0	0%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000 ABORTION	0	0	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004 POSSESSION OF BURGLARY TOOLS	0	0	0%
26006 FRAUD -BAD CHECKS	2	1	-50%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	0	0	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	0%
38002 FAMILY -NONSUPPORT	0	0	0%
38003 FAMILY -OTHER	0	0	0%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	4	5	25%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	0	0	0%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	5	0	-100%
53001 DISORDERLY CONDUCT	2	0	-100%

CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of April

Classification	Apr/2016	Apr/2017	%Change
53002 PUBLIC PEACE -OTHER	0	0	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	1	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	8	9	12.5%
55000 HEALTH AND SAFETY	1	0	-100%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	2	2	0%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	0	1	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	2	3	50%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	26	22	-15.3%
2800 JUVENILE OFFENSES AND COMPLAINTS	5	3	-40%
2900 TRAFFIC OFFENSES	21	26	23.80%
3000 WARRANTS	19	30	57.89%
3100 TRAFFIC CRASHES	22	18	-18.1%
3200 SICK / INJURY COMPLAINT	54	69	27.77%
3300 MISCELLANEOUS COMPLAINTS	153	119	-22.2%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	108	70	-35.1%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	566	528	-6.71%
3800 ANIMAL COMPLAINTS	11	8	-27.2%
3900 ALARMS	20	22	10%
NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals	979	893	-8.78%
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	0	0	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	1	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	48	22	-54.1%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%
MISCELLANEOUS A THROUGH UUUU	0	0	0%

CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of April

Classification	Apr/2016	Apr/2017	%Change
TRAFFIC WARNINGS	0	0	0%
Group D Totals	48	23	-52.0%
5000 FIRE CLASSIFICATIONS	11	18	63.63%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%
Group E Totals	11	18	63.63%
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	0%
6200 ARREST ASSIST	0	0	0%
6300 CANINE ACTIVITIES	0	0	0%
6500 CRIME PREVENTION ACTIVITIES	0	0	0%
6600 COURT / WARRANT ACTIVITIES	0	0	0%
6700 INVESTIGATIVE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
CANINE ACTIVITIES	0	0	0%
Group F Totals	0	0	0%
Totals for all Groups	1089	975	-10.4%

CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through April

Classification	2016	2017	%Change
Group F Totals	0	0	0%
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
09005 DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%
09006 IN-CUSTODY DEATH	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	1	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	0	-100%
12000 ROBBERY	0	1	0%
13001 NONAGGRAVATED ASSAULT	7	11	57.14%
13002 AGGRAVATED/FELONIOUS ASSAULT	1	0	-100%
13003 INTIMIDATION/STALKING	5	3	-40%
20000 ARSON	0	0	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	2	2	0%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	1	0	-100%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	9	9	0%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	11	1	-90.9%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	3	200%
23007 LARCENY -OTHER	2	2	0%
24001 MOTOR VEHICLE THEFT	2	1	-50%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	1	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	6	2	-66.6%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	1	6	500%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	1	5	400%
26003 FRAUD -IMPERSONATION	0	1	0%
26004 FRAUD -WELFARE FRAUD	0	0	0%
26005 FRAUD -WIRE FRAUD	0	1	0%
26007 FRAUD - IDENTITY THEFT	0	3	0%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	1	1	0%
28000 STOLEN PROPERTY	1	0	-100%

CLR-008 Monthly Summary Of Offenses (FC)

		Year To Date Through April		
Classification		2016	2017	%Change
29000	DAMAGE TO PROPERTY	2	1	-50%
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002	RETAIL FRAUD -THEFT	4	2	-50%
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004	ORGANIZED RETAIL FRAUD	0	0	0%
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	16	24	50%
35002	NARCOTIC EQUIPMENT VIOLATIONS	9	14	55.55%
36001	SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002	SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000	OBSCENITY	0	0	0%
39001	GAMBLING- BETTING/WAGERING	0	0	0%
39002	GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003	GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004	GAMBLING -SPORTS TAMPERING	0	0	0%
40001	COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002	COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003	HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000	BRIBERY	0	0	0%
52001	WEAPONS OFFENSE- CONCEALED	2	1	-50%
52002	WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003	WEAPONS OFFENSE -OTHER	0	0	0%
64001	HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002	HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000	ANIMAL CRUELTY	0	0	0%
Group A Totals		86	96	11.62%
01000	SOVEREIGNTY	0	0	0%
02000	MILITARY	0	0	0%
03000	IMMIGRATION	0	0	0%
09003	NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000	ABORTION	0	0	0%
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004	POSSESSION OF BURGLARY TOOLS	0	0	0%
26006	FRAUD -BAD CHECKS	5	3	-40%
36003	PEEPING TOM	0	0	0%
36004	SEX OFFENSE -OTHER	0	1	0%
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	0%
38002	FAMILY -NONSUPPORT	0	0	0%
38003	FAMILY -OTHER	0	0	0%
41001	LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002	LIQUOR VIOLATIONS -OTHER	11	20	81.81%
42000	DRUNKENNESS	0	0	0%
48000	OBSTRUCTING POLICE	3	1	-66.6%
49000	ESCAPE/FLIGHT	0	0	0%
50000	OBSTRUCTING JUSTICE	18	8	-55.5%

CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through April

Classification	2016	2017	%Change
53001 DISORDERLY CONDUCT	5	1	-80%
53002 PUBLIC PEACE -OTHER	5	1	-80%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	3	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	22	22	0%
55000 HEALTH AND SAFETY	2	0	-100%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	3	5	66.66%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	0	1	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	10	17	70%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	84	83	-1.19%
2800 JUVENILE OFFENSES AND COMPLAINTS	11	12	9.090%
2900 TRAFFIC OFFENSES	82	88	7.317%
3000 WARRANTS	70	102	45.71%
3100 TRAFFIC CRASHES	94	90	-4.25%
3200 SICK / INJURY COMPLAINT	290	310	6.896%
3300 MISCELLANEOUS COMPLAINTS	602	560	-6.97%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	284	385	35.56%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	2135	2027	-5.05%
3800 ANIMAL COMPLAINTS	44	37	-15.9%
3900 ALARMS	64	103	60.93%
NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals	3676	3714	1.033%
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	3	0	-100%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	1	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	193	167	-13.4%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%

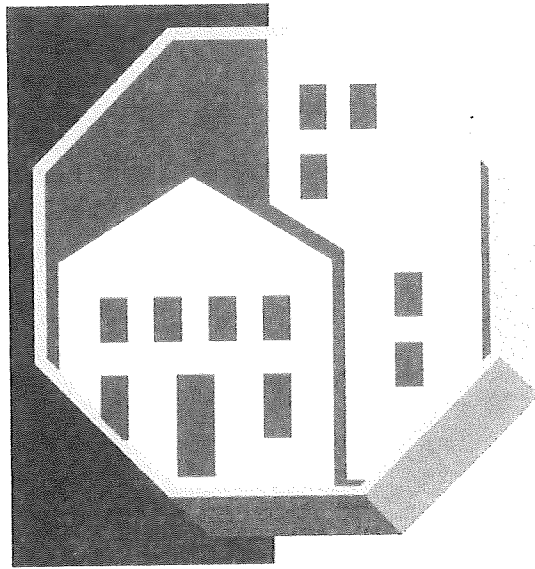
CLR-008 Monthly Summary Of Offenses (FC)

		Year To Date Through April		
Classification		2016	2017	%Change
MISCELLANEOUS A THROUGH UUUU		0	0	0%
TRAFFIC WARNINGS		0	0	0%
Group D Totals		196	168	-14.2%
5000 FIRE CLASSIFICATIONS		54	119	120.3%
5100 18A STATE CODE FIRE CLASSIFICATIONS		0	0	0%
FIRE CLASSIFICATIONS		0	0	0%
Group E Totals		54	119	120.3%
6000 MISCELLANEOUS ACTIVITIES (6000)		0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)		0	0	0%
6200 ARREST ASSIST		0	0	0%
6300 CANINE ACTIVITIES		0	0	0%
6500 CRIME PREVENTION ACTIVITIES		0	0	0%
6600 COURT / WARRANT ACTIVITIES		0	0	0%
6700 INVESTIGATIVE ACTIVITIES		0	0	0%
COURT / WARRANT ACTIVITIES		0	0	0%
MISCELLANEOUS ACTIVITIES (6000)		0	0	0%
INVESTIGATIVE ACTIVITIES		0	0	0%
CANINE ACTIVITIES		0	0	0%
Group F Totals		0	0	0%
Totals for all Groups		4096	4180	2.050%

Farmington City Council Agenda Item	Council Meeting Date: May 15, 2017	Item Number 4G	
Submitted by Charles Eudy, Superintendent			
Agenda Topic Warner Home Foundation Repairs			
Proposed Motion Move to Ratify Payment to R. Graham Construction for Warner Mansion Repairs			
Background At the April 3, 2017 City Council approved the A1A Contract with R. Graham Construction LLC to begin foundation repairs at the Governor Warner Home. The A1A Contract detailed payments of 1/3 at acceptance of the contract, 1/3 at 50% completion, the final 1/3 payment following final inspection. Payment No.1 in the amount of \$26,333.33 has been made to R. Graham Construction LLC on May 5, 2017, per the contract requirements.			
Materials Attached Mansion Repair Agreement			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

R. GRAHAM

CONSTRUCTION, LLC



COMMERCIAL & RESIDENTIAL

ROOFING ♦ SIDING ♦ GUTTERS ♦ MASONRY

WWW.RGRAHAMCONSTRUCTION.COM

800-842-4541 ♦ 248-987-1155

 **AIA**® Document A105™ – 2007

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

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

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

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

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

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

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

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

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

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

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

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

- .3 addenda prepared by the Architect as follows:

Init.

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

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

ARTICLE 3 CONTRACT SUM

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

(\$ 79,000.00)

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

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

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

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

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

Item	Price
TO BE DETERMINED	

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

TO BE DETERMINED

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

ARTICLE 4 PAYMENT

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

Init.

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

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

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

1.5 % PER MONTH AFTER 30 DAYS OF COMPLETION

ARTICLE 5 INSURANCE

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

(Insert specific insurance requirements and limits.)

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

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

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

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

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

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

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

§ 6.2 THE WORK

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

§ 6.3 INTENT

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

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

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

Init.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

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

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

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

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

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

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

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

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

Init.

§ 8.4 LABOR AND MATERIALS

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

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

§ 8.5 WARRANTY

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

§ 8.6 TAXES

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

§ 8.7 PERMITS, FEES AND NOTICES

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

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

§ 8.8 SUBMITTALS

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

§ 8.9 USE OF SITE

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

§ 8.10 CUTTING AND PATCHING

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

§ 8.11 CLEANING UP

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

§ 8.12 INDEMNIFICATION

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

Init.

ARTICLE 9 ARCHITECT

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

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

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

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

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

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

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

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

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

ARTICLE 10 CHANGES IN THE WORK

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

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

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

ARTICLE 11 TIME

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

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

Init.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

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

§ 12.2 APPLICATIONS FOR PAYMENT

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

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

§ 12.3 CERTIFICATES FOR PAYMENT

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

§ 12.4 PROGRESS PAYMENTS

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

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

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

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

§ 12.5 SUBSTANTIAL COMPLETION

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

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

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 14 CORRECTION OF WORK

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

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

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

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

§ 15.2 TESTS AND INSPECTIONS

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

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

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

§ 15.3 GOVERNING LAW

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

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

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

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

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

Init.

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

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

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

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

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

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

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

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

- * Secure all areas that will be under construction. Remove brick pavers in area of underpinning. Reinstall when job is complete. Remove water pump and reinstall when job is complete. We are not responsible for any damage due to age or natural causes.
- * Remove deck boards and stairs on east porch. Save and number boards if possible for reinstallation. We are not responsible for damage to boards however, we will make every attempt to preserve the boards during removal.
- * Job site to be cleaned and deemed safe after every work day.
- * All carpentry to be completed before installation of the beams. All lumber adjacent to concrete shall be treated.
- * Hand dig 3'x3'x12" concrete spread footings.
- * Install new shore beams and 3" steel posts according to plans once footings have hardened.
- * Once crawl space shoring is complete, address ceiling beam in the kitchen. Remove wood tongue and groove. We are not responsible for damage to tongue and groove during removal. We will make every effort to preserve tongue and groove during removal. Install new beam and posts according to plans.
- * Provide erosion control to prevent soil erosion and prepare for hand digging stage 1
- * Start underpinning stage 1. We are not responsible for stone wall movement or collapse. All measures will be taken to preserve all old work.
- * Slope and brace earth banks to prevent cave-ins as necessary
- * All underpinning keyways and #5 12" rod to be installed according to keyway detail. Add non shrinking grout rammed into place for tight to make full contact between old and new work.
- * Once stage 1 is hardened hand dig and pour stage 2, keyways, rods, and grout
- * Once stage 2 is hardened hand dig and pour stage 3, keyways, rods, and grout
- * Install new crawl space entry to plans and close off north crawl entry
- * When all 3 stages have been completed and inspections passed, back fill according to plans
- * Install 18mil vapor barrier on entire crawl space floor. Add 6" insulation between floor joists with kraft facing on warm side. Drape insulation 24" across crawl space floor.
- * Reinstall water pump, deck boards, stairs, and pavers

Init.

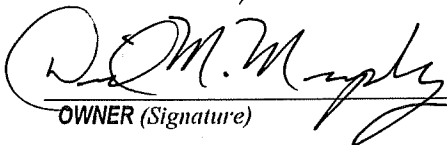
AIA Document A105™ – 2007 (formerly A105™ – 1993 and A205™ – 1993). Copyright © 1993 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:44:54 on 04/12/2017 under Order No. 0075865542 which expires on 04/12/2018, and is not for resale.

User Notes:

(3B9ADA21)

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

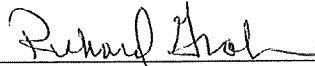
This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)



OWNER *(Signature)*

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

(Printed name, title and address)



CONTRACTOR *(Signature)*

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

(Printed name, title and address)

LICENSE NO.:2102193186
 JURISDICTION:STATE OF MICHIGAN

Init.



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

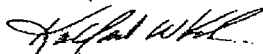
PRODUCER C.L. Finlan & Son, Inc 47784 Halyard Dr Plymouth MI 48170	CONTACT NAME: PHONE (A/C, No, Ext): 734-453-6000 FAX (A/C, No): 734-404-2370 E-MAIL ADDRESS: info@finlan.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED R GRAHAM-01 R Graham Construction LLC 30966 Grand River Avenue Farmington MI 48336	INSURER A: First Mercury Insurance	
	INSURER B: Travelers Indemnity Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

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

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

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

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

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

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RICK SNYDER
GOVERNOR

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS SECURITY AND COMMERCIAL LICENSING BUREAU

RESIDENTIAL BUILDER LICENSE
RICHARD ERNEST GRAHAM

PERMANENT I.D. NO. 2102193106

EXPIRATION DATE 05/31/2017

AUDIT NO 2700597

PERMITS: 101191745

R. GRAHAM CONSTRUCTION LLC
30766 GRAND RIVER AVE
FARMINGTON MI 48336

PERMANENT I.D. NO.
2102193106

EXPIRATION DATE
05/31/2017

AUDIT NO
2700597

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

L231310



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

DRAFT

SPECIAL MEETING MINUTES

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

The meeting was called to order at 6:00 PM by Mayor Pro Tem Steve Schneemann.

1. Roll Call

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

City Administration Present

Assistant to the City Manager Knowles
 Deputy City Clerk Mullison
 City Manager Murphy
 Attorney Schultz

2. Approval of Agenda

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

3. Public Comment

No public comment was heard.

4. Consideration to Appoint James White or Cheryl Blau to the Farmington Community Library Board

Council discussed the merit of both candidates. The consensus was that both White and Blau were great candidates.

Schneemann noted that Blau had expressed interest in serving in other areas in the city if she wasn't appointed to the Library Board.

Move to appoint James White to the Farmington Community Library Board of Directors for a 4-year term ending June 30, 2021.

RESULT:	APPROVED [3 TO 1]
MOVER:	Bowman, Councilmember
SECONDER:	Cowley, Councilmember
AYES:	Bowman, Cowley, Schneemann,
NAYS:	Scott
ABSENT:	Galvin

Schneemann asked administration to thank Blau for her interest in serving on the Library Board and offer her the opportunity to serve in other areas of the city.

Scott clarified that his nay vote was in support of Blau.

5. Presentation: Downtown Master Plan 2016 Update

Present: Heather Seyfarth and Matt Parks, OHM

Knowles provided an update on 2016 Downtown Master Plan and acknowledged the committee members who worked on the plan.

Knowles stated that the committee developed project goals as a basis for all proposed decisions. The goals included: build on what's been done, position the downtown for high quality investment, engage stakeholders to establish support, continue to advance a strong sense of place and community, and identify public/private investment.

Knowles and Seyfarth went on to provide an overview of the plan.

Responding to a question by Murphy, Knowles stated that according to a vision plan survey conducted in 2013, community members indicated that they wanted to see moderate growth in the downtown.

Murphy inquired about MDOT's thoughts on various types of crossing signals.

Parks stated that the city can and does use rapid flashing beacons for pedestrian crossing.

Seyfarth shared information regarding art and entertainment in the downtown.

Knowles provided additional information about the Public Art Blueprint. The DDA will be reviewing the proposed blueprint in June. It can be added as an addendum to the Downtown Master Plan. It requires approval from Planning Commission and Council.

Schneemann questioned why this Master Plan is more specific with development opportunities than previous drafts.

Seyfarth stated that being specific is more effective as it drives the type of development that the City wants.

Schneemann expressed concern regarding the design concept and worried that being too specific in the plan without considering all variables could be misleading.

Cowley agreed with Schneemann and pointed out that there are no economics behind the plan. Scott noted parking had barely been addressed. He also wants more information about connecting downtown to Shiawassee Park.

Discussion followed regarding connectivity of Shiawassee Park to the downtown.

Schneemann reiterated that he is concerned that this Master Plan is too specific. He would like to see less specificity with respect to potential development on particular sites.

Cowley doesn't believe the plan takes parking into consideration. He believes parking drives development.

Knowles stated that there is a place holder in the body of this plan to incorporate the parking study. She pointed out that at the time the Downtown Master Plan was prepared, the parking study was not completed.

Discussion ensued regarding parking and the Walker Parking Study.

Bowman inquired as to the deadline for the Downtown Master Plan to be adopted.

Knowles stated that the Downtown Master Plan was not intended to stand alone, but to be absorbed into the larger city-wide Master Plan. There is no looming deadline at this time.

8. Other Business

No other business was heard.

9. Council Comment

Council thanked Knowles for her time with the city and wished her good luck in her new employment.

10. Adjournment

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

The meeting adjourned at 6:55 p.m.

Steve Schneemann, Mayor Pro Tem

Susan K. Halberstadt, City Clerk

Approval Date: _____



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

DRAFT

REGULAR MEETING MINUTES

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

The meeting was called to order at 7:04 PM by Mayor Pro Tem Steve Schneemann.

1. ROLL CALL

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

City Administration Present

City Manager Murphy
Deputy City Clerk Mullison
Assistant to the City Manager Knowles (present from 7:15 PM to 7:30 PM)
Attorney Schultz
Treasurer Weber
Director Eudy

2. PLEDGE OF ALLEGIANCE

Steve Schneemann led the pledge of allegiance.

3. PUBLIC COMMENT

Faye Schuett, 23211 Cass Ave, thanked Council for providing Riley Park and the Sundquist Pavillion for their special event held on Saturday, April 15, 2017. She stated more than 350 people attended the Tax Rally, plus counter-rally people. Farmington Public Safety took good care of everyone there. She stated businesses complained about the opposition truck blocking customers, but rally organizers went out of their way to patronize those businesses following the gathering. She thanked Council for the opportunity to raise their voices.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. Special Event – Our Lady of Sorrows Year-End Celebration**
- B. Annual Special Event – South Farmington Baseball Parade**
- C. Annual Special Event – Farmington Community Band**
- D. Farmington Monthly Payments Report**
- E. Farmington Public Safety Monthly Report**

F. Minutes of the City Council

- 1. Special – March 20, 2017
- 2. Regular – March 20, 2017
- 3. Regular – April 3, 2017

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

5. APPROVAL OF REGULAR AGENDA

Move to approve the agenda as amended, tabling Item No. 6A, Miss Farmington Pageant Update, and removing Item No. 7B, Consideration to Amend Traffic Control Order – Shiawassee between Grand River and Farmington Road.

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

6. PRESENTATION/PUBLIC HEARINGS

A. Principal Shopping District Special Assessment Renewal Public Hearing

Motion to open public hearing to receive comment on the Special Assessment Renewal.

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

No public comment was heard. Murphy noted that three letters from businesses all opposed to renewal had been received. Council was provided with copies of letters dropped off on day of meeting.

Motion to close public hearing.

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

7. NEW BUSINESS

A. Consideration to Adopt Resolution to Reestablish the Principal Shopping District Special Assessment for a Five-Year Period

City Manager Murphy turned presentation over to Assistant to the City Manager Annette Knowles. Knowles reiterated the details of the Principal Shopping District Special Assessment renewal. The Assessment is used primarily for maintenance and marketing related expenses included for projects in the DDA's annual work plan and budget. The recommended renewal is for a five year period with amounts beginning at \$180,000 for the first year, increasing incrementally each year over a five year period. The five year renewal is the maximum that can be asked by State law. DDA will be asking for lesser funding in their annual budget because of the two mil levy.

Cowley spoke as a resident and business owner and expressed support for the renewal of the PSD Special Assessment.

Bowman asked about how the PSD impacted both residents and businesses. Knowles responded the special assessments can only be levied on businesses. She advised all residents within the PSD were also notified even though they will not be assessed.

Schneemann spoke about the residents' confusion in the allocation of the PSD assessment. He advised that he might have to recuse himself because a property in which he has ownership interest was erroneously included in the Special Assessment Roll. Attorney Schultz questioned Knowles about the circumstances and then agreed.

Motion to recuse Mayor Pro Tem Schneemann from vote on Principal Shopping District Special Assessment due to residential property conflict.

RESULT: APPROVED
MOVER: Scott, Councilmember
SECONDER: Bowman, Councilmember
AYES: Bowman, Cowley, Scott
ABSTAIN: Schneemann, Mayor Pro Tem
ABSENT: Galvin

Motion to Adopt Resolution No.5 to Re-establish the Principal Shopping District Special Assessment for a Five-Year Period. [SEE ATTACHED RESOLUTION].

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

Roll Call: Cowley, Scott, Bowman

B. Consideration of Resolution to Accept Oakland County West Nile Grant

Murphy provided background on the county grant and the current plan to eradicate mosquitos.

Bowman stated that she would personally spend as much as needed to eradicate mosquitos. Eudy stated he thought we had sufficient funding. Bowman asked about the ecological effect of anti-larvae briquettes and Eudy assured her that there is no problem with them.

Motion to adopt resolution authorizing the City Manager to submit a reimbursement request to Oakland County in the amount of \$1,375.97 under the West Nile Fund program. [SEE ATTACHED RESOLUTION].

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

C. Consideration of Resolution Amending Water and Sewer Connection Fees

Murphy explained the current residential water and sewer connection fee structure. He advised that the proposed increased fees are competitive with surrounding communities and would be more than fair.

Bowman confirmed with city administration that this increase is only for new development and that connection fees have not been raised in many years.

Scott concurred with Murphy's conclusions about comparables with other cities.

Schneemann stated an increase is long overdue.

Motion to Approve a resolution amending water and sewer connection fees as presented. [SEE ATTACHED RESOLUTION].

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

Roll Call: Scott, Bowman, Cowley, Schneemann

D. Consideration to Accept Bid for the 2017 Farmington Sidewalk Improvement Program

Present: Matt Parks, OHM

Eudy provided a status update on the sidewalk improvement program and discussed the process used to choose 2017 projects. He advised OHM, City Engineers, recommended awarding the contract to Audia Construction in the amount of \$88,496.75. He noted all three bids submitted were within \$7,000 of each other.

Responding to a question from Cowley, Parks stated the per square foot bid prices were competitive with last year's rates.

Scott commented on the close bids and noted that all neighborhoods on the program would be affected. He commended Eudy and his department for their preliminary work on this project.

Bowman appreciated that the Department of Public Services has "boots on the ground" walking all the areas that were under consideration.

Schneemann clarified that this program is strictly residential and requested the City also address sidewalks in the downtown in some way.

Move to accept bids and award the 2017 Farmington Sidewalk Improvement Program to Audia Construction, 2985 Childs Lake Road, Milford, MI, in the amount of \$88,486.75, and include an \$8,853.25 contingency (approximately 10%) for a total construction budget of \$97, 350.00.

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

Roll Call: Bowman, Cowley, Schneemann, Scott

E. Consideration to Approve Warner Mansion Renovations

Present: Kim Shay, Mansion Director; Richard Graham, R. Graham Construction

Director Shay and Director Eudy presented plans for stabilizing the foundation of the back portion of the Warner Mansion. Eudy provided Council with a last-minute addendum to the contract requested by the City Attorney. He advised Graham Construction has agreed to the addendum. Eudy summarized the background information on the proposed Mansion repairs and the description of the planned project.

Responding to a question from Cowley, Eudy explained the proposed repairs to the foundation under the rear addition is a permanent fix and no future repairs should be necessary.

Bowman commented that she had received a tour of the rear of the house where the damage has occurred and noted it is dramatic. She stated that the Warner Mansion is a city icon and should be maintained, but questioned how the repairs will be funded.

Murphy stated a significant amount of the cost would be covered by proceeds from events over the last several years and donations made to the "Friends of the Mansion". Any additional funds required to cover the cost would come from an insurance fund established for cases where the City's insurance coverage does not cover actual cost.

Responding to a question from Scott, Eudy explained they made every effort to find ways to cut costs and still get the job done. He pointed out that R. Graham Construction, a local contractor, bid on this job because they want to become more involved in the community.

Matt Parks spoke to engineer and construction adjustments and referred to the addendum. He stated OHM is comfortable with the proposed changes and solution. He indicated that the prior proposals that came in over budget included trying to save the original cobblestone foundation, but that has been found not to be practical.

Responding to a question from Scott, Eudy assured council that the proposal submitted by R. Graham Construction follows all recommendations from city engineers.

Schultz noted amendments were made to the proposed agreement and Eudy indicated that he was in agreement with them.

Schneemann requested more information about the difference between the specifications from OHM and Graham Construction proposal. Shay clarified that the OHM specifications included two alternatives for construction: one using the original cobblestone, and one using more modern repair methods.

Discussion regarding the cost factor vs engineering concerns ensued. Richard Graham assured Council that the plans were unchanged from the original specifications. The contract is aligned with the original drawings, but materials have changed.

Responding to a question from Schneemann, Eudy confirmed that OHM would be conducting ongoing inspections of the renovation work, as well as the City Building Inspector and himself.

Move to approve an agreement between R. Graham Construction, LLC, and the City of Farmington, in an amount not to exceed \$79,000, subject to the contractor and City obtaining insurance meeting minimum requirements identified by the City's insurance risk manager; and that the approval is subject to the contractor and the City entering into an Addendum to the contract addressing concerns raised by the City Attorney's Office and the City Engineer.

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

Roll Call: Cowley, Schneemann, Scott, Bowman

8. DEPARTMENT HEAD COMMENT

Eudy reminded Council that the Grand River resurfacing began earlier in the day at the eastern end of Farmington near Target. He enumerated a few restrictions and closures that would occur over the summer. He indicated MDOT will be posting detours, primarily to Freedom Road. He stated no work will occur during city events, except perhaps during one weekend of the Farmers Market.

Bowman commented about detour signs and asked what sort of signage will be posted. Eudy responded that MDOT has determined placement and timing of signage, and that social media will assist in educating residents about the plans. He stated Public Safety has been alerted to possible problems.

Cowley asked about specific dates of closures. Eudy responded the city will be receiving weekly updates that will be provided to both residents and businesses. Cowley suggested that the DDA give businesses as much forewarning as possible.

Scott asked if major work would be done early, or whether curb work and detail work would occur first. Matt Parks discussed the patching process and indicated it would be a progressive effort.

Weber informed Council that the city employee manual has undergone major revisions along with reviews by department heads and city attorney. He indicated the final draft will be sent to the Council for review prior to asking for approval at the May 1, 2017 meeting. He commended Deputy Clerk Mary Mullison for leading the project and Deputy Treasurer Jaime Pohlman for her efforts as well, noting the many hours spent on this comprehensive and detailed project.

Murphy requested Council consider moving the time for the April 24, 2017 meeting from 7:00 PM to 6:00 PM, in order to allow more time for review of the proposed budget.

Motion to change the time for April 24, 2017 Budget Meeting from 7:00 PM to 6:00 PM and advise the public that it is an open meeting.

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

9. CITY COUNCIL COMMENTS

Cowley spoke of budget considerations and the future. He stated he has heard a number of comments from the public, both pro and con, concerning the development of the Maxfield Training Center (MTC). He noted city revenue is tied to a residential appreciation strategy, and with the crash of residential property values there has been a sizable reduction in taxable base. He estimated that it will take another ten years to return to 2008 values and stressed that Farmington needs more revenue for capital improvements. He noted the challenge of finding funding for capital improvements, as well as legacy costs. He stated the operating expense budget is the most in need.

Cowley warned that these challenges will require a millage increase in the near future. He pointed out that the development of MTC will help to increase city revenue, but more similar projects are needed. He stated residents should understand that there are some tough decisions that will need to be made relative to services and taxes. If not those, then the city needs increased taxable revenue through shepherding growth with density. The challenge is how to keep Farmington the quaint and charming city everyone loves while maintaining financial stability. He recognized the excellent work of Chris Weber and his staff and David Murphy in assembling a five year budget forecast.

Bowman took a moment to thank Assistant to the City Manager Annette Knowles for her service to the city. She wished her well in her new position.

Scott supported Cowley's remarks regarding new development as the primary source of new revenue for the city. He cited a preview of the Downtown Master Plan at a recent Council meeting and the vision offered for the future of the downtown. He stated with no capital improvement budget, citizens need to take a hard look and figure out what future they want for the city. He noted there hasn't been much spending on capital improvements. He further noted the need to update our parks and improve amenities. He questioned how we are we going to pay for a parking plan. He pointed out the city is not getting sufficient funding from the state, so we have to step up financially if we don't want

Farmington to shrivel up and die because of lack of maintenance. In contrast to Cowley, he believes there is low hanging fruit outside of large projects that we can capitalize on. He thinks there should be more conversation with residents on how to fund improvements to infrastructure they would like made.

Schneemann also thanked Annette Knowles for her years of service, particularly with the DDA. He expressed appreciation for her hard work and wished her the best. He then spoke about the Maxfield Training Center redevelopment project and the thoughts of residents. He enumerated the problems he and other residents saw with the proposed development. He noted two clear and consistent themes recurring at a recent Planning Commission meeting regarding the proposed 189 unit apartment building. The first was that, to a person, the residents that spoke were all in favor of an increased density of multi-family residential units within the downtown area. The second consistent theme was that the proposed development in its current form was resolutely opposed by all who spoke.

Schneemann stated the proposed building height, unit density, and lack of adequate parking were issues most frequently heard. He noted the Maxfield Training Center project is the most significant development proposed in the downtown in generations. It is a fantastic opportunity with a critically important piece of property. He stated residents deserve the Council’s best efforts in engaging with the community and considering critical design concerns.

10. ADJOURNMENT

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

Meeting adjourned at 8:23 PM.

Steve Schneemann, Mayor Pro Tem

Susan K. Halberstadt, City Clerk

Approval Date: _____



City Council Meeting
7:00 p.m., Monday, May 1, 2017
Conference Room
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on May 1, 2017, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

1. ROLL CALL

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

City Administration Present

City Manager Murphy
City Clerk Halberstadt
Attorney Schultz

2. Approval of Agenda

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Cowley, Councilmember
SECONDER:	Scott, Councilmember
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott
NAYS:	None
ABSENT:	None

3. Public Comment

Dan Martin, 32181 Dohany, Farmington Hills, requested Council consideration on how the city administers water bill collection and shut-offs. He would like to know why the city cannot send out delinquent water or shut-off notices. As a landlord, he would like to be treated like a business; if he requests a shut-off notice on one of his properties it should be accommodated. He feels the water department should work in conjunction with property owners.

4. Downtown Parking Advisory Committee Interviews

Council interviewed John Perry, David Lipka and Geoffrey Perrot for a position on the Downtown Farmington Parking Advisory Committee.

Council took a 5 minute recess at 8:38 p.m.

The meeting reconvened at 8:45 p.m.

Mayor called for comments on candidates.

Schneemann inquired regarding open positions on other Boards and Commission for the two candidates that don't get appointed to the Parking Advisory Committee.

Halberstadt listed the following vacancies: Emergency Preparedness Committee, Historical Commission, and Zoning Board of Appeals-alternate.

Schneemann pointed out Lipka lives in Historic District so might be a good fit for Historical Commission. He stated ZBA could be a good alternative for someone with young family.

Scott stated all were strong candidates, making it a difficult decision. He likes Perry's neutral approach and experience.

Cowley stated all candidates were strong. He pointed out there is a lot of pressure on this position. He stated the committee will be facing a number of issues. He has had a lot exposure to Perry and has seen him in action where he has been a leader. He was disappointed that candidates did not read Walker Study to understand there is a capacity problem. He expressed support for Perry.

Bowman was not ready to make any nominations this evening. She would like time to review her notes in depth before selecting a candidate. She is concerned that because Farmington is a small town, Council tends to go with what they know. She feels this is a unique opportunity to bring in fresh ideas. She wants to make sure Council chooses the candidate that is most qualified for the job and not because he could fill a position on another board.

Galvin stated all candidates were data driven, seemed to understand parking issues, and had a level of open-mindedness. He is concerned that Lipka lives close to downtown and may lose perspective on parking. He also expressed concern on how Lipka uses social media. He feels Perrot had some good ideas, but the parking committee may not be a good way to break into public service. He would like someone with more experience on the Parking Advisory Committee. He would like to find a way to engage Perrot and Lipka in other ways. He noted Perry is seasoned and he is impressed with his background in government affairs. He ranked the candidates in the following order: Perry, Perot, Lipka.

Schneemann stated Perry was an excellent candidate with good experience. He liked his construction background. He wants to make sure Lipka and Perrot are engaged in the community.

Cowley mentioned that he is having surgery on May 9th and expressed the importance of this issue. He would like the opportunity to vote on a candidate. He made a motion to nominate John Perry.

Bowman was not ready to make a decision, but believed Perry's point of view is similar to what we already have on the committee. She would like to see fresh, new ideas and believes the other candidates offer that.

Scott pointed out the reason a parking committee is needed is because the DDA would not address the issue. He believes there are short term issues that need to be addressed to attract development now. He feels Perry will make decisions based on data.

Move to appoint John Perry to the Downtown Farmington Parking Advisory Committee for a 3-year term ending June 30, 2020.

RESULT:	APPROVED
MOVER:	Councilmember Cowley
SECONDER:	Councilmember Scott
AYES:	Cowley, Galvin, Schneemann, Scott
NAYS:	Bowman
ABSENT:	None

5. Consideration to Extend Plante Moran's Contract with the City

Move to authorize a 2-year contract extension with Plante Moran to serve as city auditors for fiscal years 2017-19.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mayor Pro-Tem Schneemann
SECONDER:	Councilmember Cowley
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott
ABSENT:	None

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

6. Consideration to Approve an Agreement for Election Equipment Software

Move to approve a Software License Agreement with Hart InterCivic, Inc. related to the acquisition of new voting equipment. [SEE ATTACHED AGREEMENT].

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Councilmember Schneemann
SECONDER:	Councilmember Bowman
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott
ABSENT:	None

7. Other Business

Schultz advised that the homeowner of a house optioned by the city on Thomas Street would like to know if she can renew the lease with her current tenant.

Council would like to review the lease before a decision is made.

8. Council Comment

Cowley transferred his comment to Mark Johnson, 33607 Shiawassee. Mr. Johnson expressed his concern regarding a possible conflict of interest concerning the appointment of John Perry to the Parking Advisory Committee.

Schultz stated the Parking Advisory Committee functions as an advisory committee only, therefore there is no conflict of interest.

Cowley stated he has been waiting for a solution on parking issues for 15 years and he does not need new ideas. He wants decisions to be made now.

Bowman will fully support Perry on the committee.

9. Adjournment

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Schneemann, Mayor Pro Tem
SECONDER:	Bowman, Councilmember
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott
ABSENT:	None

The meeting adjourned at 9:20 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____

Farmington City Council Staff Report	Council Meeting Date: May 15, 2017	Item Number 4I
Submitted by: Melissa Andrade		
<u>Agenda Topic</u> Board and Commission appointment – Appoint Geoffrey Perrot as an Alternate to the Zoning Board of Appeals		
<u>Proposed Motion:</u> Move to appoint Geoffrey Perrot as an alternate to the City of Farmington Zoning Board of Appeals for a term to end 6/30/2018.		
<u>Background:</u> At its May 1 meeting, Farmington City Council interviewed Geoffrey Perrot for a seat on one of the Farmington Board and Commissions. The Zoning Board of Appeals currently has a vacancy for an alternate left by James Gallagher who moved up to a regular board member. The term ends 6/30/2018.		
<u>Materials:</u>		

Submitted by: David Murphy, City Manager

Description: Consideration to Approve Road Race Request – August 19, 2017

Requested Action:

Move to approve Special Event Request to Hold “Run for the Hills” Road Race to be held on Saturday, August 19, 2017 beginning at 6:30 a.m. in Shiawassee Park.

Background:

The City received a request from Mr. Ed Anderson to conduct their annual road race that would begin and end at Shiawassee Park. This is a fund raising event for the Special Olympics of Oakland County and will be the seventh year that it is held in Shiawassee Park. The event is scheduled to have a one mile, 5K, and 10K route. It is scheduled to begin at 6:30 a.m. Saturday, August 19, 2017 and conclude by 10:30 a.m. The route is the same as in previous years. Most of the route is in Farmington Hills but will have an area that starts and ends within the City of Farmington.

As in the past, the Public Safety Department will have two officers on overtime work with event organizers to assist with route and road crossings.

Agenda Review

Review:

David M. Murphy Pending
City Manager Pending
City Council Pending



CITY USE ONLY

Approval Needed:

- City Manager
- City Council

- Approved
- Denied

City of Farmington Special Event Application

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

Sponsoring Organization's Name Run for the Hills

Organization Phone: 248 880 3852

Organization Address 1971 Woodbine Dr.

Organization's Agent: Ed Anderson Phone: 248 880 3852

Agent's Title: OWNER E-mail: Ed@runforthehills.com

Agent's Address: ABOVE

Event Name: Run for the Hills (#8)

Event Purpose: Raise money for Special Olympics of

Event Dates: Aug. 19, 2017 OAKLAND CO.

Event Times: 6⁰⁰ AM TO 10³⁰ AM

Event Location: SHIAWASSEE PARK

Number of People Expected: 600 - 800

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

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

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

SAME AS PREVIOUS 7 YEARS.

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

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

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

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

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

() I have invited local businesses to participate.

Those invited include:

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

(YES) (NO)

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

6. **Other Requests:**

POLICE / TRAFFIC SIGNAL
NEEDED - SAME AS PREVIOUS YEARS

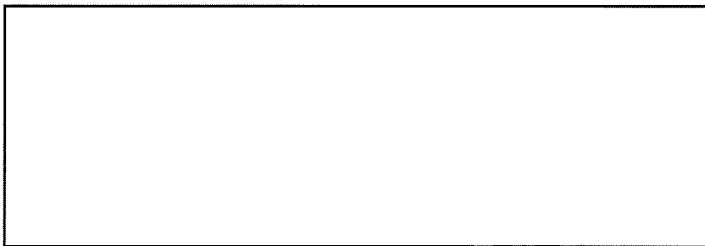
7. **Event Signs:** Will this event include the use of signs (YES) (NO) *
- If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

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

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

Banner Length

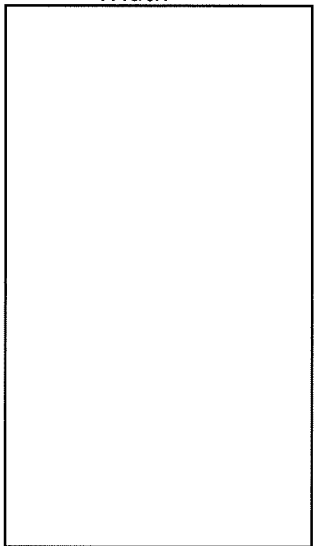
Width



Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width



Height


Write copy of sign in the box.

* RACE CONSERVATION SIGNS USED - MORNING OF RACE

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

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

4/17/2017
Date


Signature of Sponsoring Organization's Agent

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

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

Phone: 248-474-5500, ext. 2221

Farmington City Council Staff Report	Council Meeting Date: May 15, 2017	Item Number 6B
Submitted by: Amy Norgard, Controller		
<u>Agenda Topic:</u> Consideration to Approve Resolution Renewing Participation in the Oakland County Community Development Block Grant (CDBG) Program for a Three-Year Period (2018-2020)		
<u>Proposed Motion:</u> Move to adopt Resolution renewing participation in the Oakland County CDBG program for a three year period (2018 thru 2020) and authorize the Mayor to sign the Cooperative Agreement on behalf of the City.		
<u>Background:</u> City Administration recently received correspondence from the Oakland County CDBG program that the City of Farmington needs to consider whether to continue its participation in the program for another three-year period (2018-2020). The current Agreement is in place for fiscal years 2015-2017. The City receives approximately \$22,000 each year under the County program which we allocate to Senior Service programs administered by the City of Farmington Hills. This defrays our General Fund contribution to the Senior Programs. Our participation in the Oakland County program also allows eligible City residents to participate in the County's Housing, Rehab and Assistance programs. City Administration is recommending that the City Council approve a resolution to continue with the Oakland County CDBG program for another three years.		
<u>Materials:</u> Resolution – CDBG 2018-2020 Cooperation Agreement.doc		

CITY OF FARMINGTON

RESOLUTION NO. _____

The City of Farmington resolves to opt into Oakland County's Urban County Community Development Block Grant (CDBG) programs for the-program years 2018, 2019 and 2020. Furthermore, we resolve to remain in Oakland County's Urban County Community Development programs, which shall be automatically renewed in successive three-year qualification periods of time, or until such time that it is in the best interest of the local Community to terminate the Cooperative Agreement.

Motion by:

Supported by:

Ayes:

Nays:

I, Susan K. Halberstadt, the duly appointed Clerk of The City of Farmington, Oakland County, MI do hereby certify that the above is a true copy of a resolution adopted by the City of Farmington City Council at a meeting held on May 15, 2017 at which time a quorum was present.

Susan K. Halberstadt, City Clerk

Farmington City Council Staff Report	Council Meeting Date: May 15, 2017	Item Number
Submitted by: Christopher M. Weber, Director of Finance and Administration		
<u>Agenda Topic:</u> Approval of the City of Farmington Administrative Manual		
<u>Proposed Motion:</u> Move to approve the City of Farmington Administrative Manual		
<u>Background:</u> Section 2.66 of the Farmington City Code authorizes the City Manager to adopt such administrative regulations in addition to, but not inconsistent with the Charter and City Code, as they shall deem necessary and proper to provide for the adequate functioning of all departments. Such regulations shall comprise the administrative manual. Over the past year, City Administration has worked on a comprehensive revision of the City's Administrative Manual, incorporating current operating procedures and best practices. The manual was reviewed by the City Attorney's Office and Department Heads, and is attached now for your approval. It should be noted that, while many of the City's policies and procedures have been updated and modified, there is no changes to pay rates or benefits.		
<u>Materials:</u> City of Farmington Administrative Manual		

Employee Manual



Acknowledgement of Receipt of City of Farmington Employee Manual

I acknowledge that I have received a copy of the City of Farmington Employee Manual ("Manual"). I understand that I am responsible for reading and abiding by all policies and procedures in this Manual, as well as other policies and procedures of the City.

I also understand that the purpose of this Manual is to inform me of the City's policies and procedures, and it is not a contract of employment. Nothing in this Manual provides any entitlement to me or to any City employee, nor is it intended to create contractual obligations of any kind. I understand that the City has the right to change any provision of this Manual at any time and that I will be bound by any such changes.

I also understand that in some cases the policies and procedures in this manual may be modified or changed by a collective bargaining agreement or individual employment contract. In those cases, the collective bargaining agreement or individual employment contract takes precedence. Collective Bargaining Agreements are available through your union steward or on the employee portal at www.hrconnection.com. Individual employee contracts are available through the Human Resources Coordinator.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to the Human Resources Coordinator - Mary Mullison, Deputy City Clerk. Retain a second copy for your reference.

Employee Copy

Acknowledgement of Receipt of City of Farmington Employee Manual

I acknowledge that I have received a copy of the City of Farmington Employee Manual (“Manual”). I understand that I am responsible for reading and abiding by all policies and procedures in this Manual, as well as other policies and procedures of the City.

I also understand that the purpose of this Manual is to inform me of the City’s policies and procedures, and it is not a contract of employment. Nothing in this Manual provides any entitlement to me or to any City employee, nor is it intended to create contractual obligations of any kind. I understand that the City has the right to change any provision of this Manual at any time and that I will be bound by any such changes.

I also understand that in some cases the policies and procedures in this manual may be modified or changed by a collective bargaining agreement or individual employment contract. In those cases, the collective bargaining agreement or individual employment contract takes precedence. Collective Bargaining Agreements are available through your union steward or on the employee portal at www.hrconnection.com. Individual employee contracts are available through the Human Resources Coordinator.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to the Human Resources Coordinator - Mary Mullison, Deputy City Clerk. Retain a second copy for your reference.

City of Farmington Copy

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Welcome

It is our privilege to welcome you to the City of Farmington. We wish you every success in your job, and we hope that you quickly feel at home. This Manual was developed to describe some of the expectations we have for all of our employees and what you can expect from us, and to promote orderly employee relations for the mutual interest of the City, its residents and its employees. We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Introduction

This Employee Manual (“Manual”) is a compilation of personnel policies, practices and procedures currently in effect at City of Farmington (“City”). This manual is based on the authority vested in the City Manager in Chapter 2, Sections 2.51 and 2.66 of the City of Farmington Code.

The Manual is designed to introduce you to our City, familiarize you with City policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Employee Manual is not a contract. Like most municipalities, the City of Farmington generally does not offer individual employees formal employment contracts with the City. This Manual does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. The terms and conditions stated in this manual do not supersede any terms or conditions stated in any collective bargaining agreement; City Council approved benefits for general, nonunion employees; or contract between the City and any of its employees.

The purpose of this Manual is simply to provide you with a convenient explanation of present policies and practices at the City. This Manual is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to your Department Head. The City reserves the right to modify any of our policies and procedures, including those covered in this Manual, at any time. We will seek to notify you of such changes by interoffice mail, email, the City’s On-Line Benefits Portal and/or other appropriate means. However, such a notice is not required for changes to be effective.

Organization of Government

The City of Farmington has a Council-Manager form of government. The City Council appoints a City Manager, Clerk, Treasurer, Attorney and Assessor. Other administrative officers are appointed by the City Manager.

The administrative officers appoint their staff within the guidelines established by the City and the limits of their approved budgets, and with the approval of the City Manager.

The elected officials of the City are the five members of the City Council. Elections for Council are held every two years in the odd numbered years. In each election, three members are elected to Council; the two receiving the higher number of votes are elected for four-year terms, and the one placing third is elected for a two-year term. The Council, at its first meeting following each city election, elects one of its members to serve as Mayor and one as Mayor Pro-Tem.

The administrative officers of the City are the City Manager, Clerk, Treasurer, Assessor, Attorney, Director of Public Safety, Superintendent of Public Works, and Economic and Community Development Director. Other officers may be provided by City Council. The City Manager, Clerk, Treasurer, Assessor and Attorney are appointed by the Council and shall be responsible to, and have their compensation fixed by, the Council. All other administrative officers are selected by the City Manager, to whom they are responsible. The City Manager determines their compensation in accordance with the budget policies and pay plan adopted by the Council. Appointments of these latter administrative officers must be confirmed by the Council but may be terminated by the City Manager without such confirmation.

The administrative services of the City are under the supervision and direction of the City Manager except as otherwise provided by the City Charter and are divided into the following offices and departments, each of which shall be the responsibility of, and under the control of, the listed official.

Office or Department	Official Head
Office of City Manager	City Manager
Office of Clerk	City Clerk
Office of Assessor	Oakland Co. Equalization Dir.
Office of Treasurer	City Treasurer
Department of Law	City Attorney

Department	Official Head
Department of Public Safety	Director of Public Safety
Department of Engineering	City Engineer
Department of Public Works	Superintendent of Public Works
Department of Water and Sewer	Superintendent of Public Works
Department of Economic and Community Development	Economic and Community Development Director
Farmington Civic Theater	Farmington Civic Theater Manager

Management of Operations

Rights of City

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and the United States, and the Charter of the City. The City has the right to manage its affairs and direct its workforce as efficiently and productively as possible, consistent with the statutes of the State of Michigan and the United States.

Further, the City has all the customary initial rights, powers, functions and authority of management. It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency are solely the responsibilities of the City. Among the rights and responsibilities belonging to the City are the rights to decide the number and location of its facilities, work to be performed, maintenance and repair, amount of supervision necessary, machinery, tools, equipment, methods, schedules of work together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase the services of others.

It is further recognized that the responsibility rests with the City for the selection and production of the workforce, including the right to hire, suspend, terminate, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or other legitimate reasons as set forth in this Manual, and related policies and rules.

Relation of Council to Administrative Services

Neither the Council nor any of its members or its committees dictate the appointment of any person to an office, or in any way interfere with the City Manager or other City officials in exercising their judgment in the appointment of officers and employees in the administrative service. Except for purposes of inquiry, the Council and its members deal with the administrative service solely through the City Manager, and they may not give orders to any subordinates of the City Manager, except the Clerk, Treasurer, Assessor, and Attorney.

Employment Classifications

An employee is defined as any person who is in the employ of the City and shall include the administrative officers of the City, but shall exclude elected officials and officials who are compensated for services on a fee basis. The following terms will be used to describe employment classifications and status:

Exempt Employees

Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all of the requirements of the U.S. Department of Labor's regulations. Please go to the Department of Labor website at https://www.dol.gov/whd/overtime_pay.htm for more information.

Non-Exempt Employees

Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) and many hourly employees are generally not exempt from the FLSA's overtime provisions.

Full-Time Employee

Full-Time Employees are those who are regularly scheduled to work at least 37.5 hours per week that are not hired on a temporary basis. They are subject to all the rules and regulations contained in this manual.

Part-Time Employee

Part-Time Employees are those who are regularly scheduled to work fewer than 37.5 hours per week that are not hired on a temporary basis. They are subject to all the rules and regulations contained in this manual. The City classifies its Part-Time Employees into the following categories:

- **Professional Part-Time Employees** are Part-Time Employees who have been hired to perform the following specific job functions: Controller, Deputy Treasurer, Economic and Community Development Administrative Specialist, Clerk Administrative Specialist, Public Safety Administrative Specialist.
- **Farmington Civic Theater** employees are Part-Time Employees that work irregular hours as assigned by the Farmington Civic Theater Manager.
- **Public Safety Cadets and Parking Enforcement Officers** are Part-Time Employees working irregular hours as assigned by the Director of Public Safety.
- **General Part-Time Employees** are Part-Time Employees not defined in the categories above.

Temporary Employee

Temporary Employees are those hired for an interim period of time for positions with a defined terminus, usually within twelve (12) months. Temporary Employees may work a regular or reduced workweek, depending on the need of the City.

Seasonal Employee

Seasonal Employees are those hired into a position for which the customary annual employment is 6 months or less.

Classification System

The City Manager is responsible for maintaining specifications for every classification or position within the City of Farmington. These specifications include:

- The title of the classification.
- A general statement of duties.
- Typical examples of work.
- Working conditions.
- Desirable qualifications for employment (with training and experience requirements).
- Responsibilities of the employee, including the essential functions of the job.

The City Manager analyzes the duties and responsibilities of all positions and recommends to the Council the job classification plan. Each position is assigned to a job classification on the basis of kind and level of duties and responsibilities, so that all positions in the same classification are sufficiently alike to permit the use of the single descriptive title, the same qualifications requirements, the same test of competence, and the same pay range.

Maintenance of the Classification System

- New Positions: The City Manager will study the duties and responsibilities of each new position as it is created and will place it in the appropriate classification.
- Changes in Organization: The appointing authority shall report to the City Manager any changes in organization, which will result in changes in the Classification Plan.
- Employee Requests: An employee, at any time, may request of the City Manager, in writing, through their Department Head, a review of the duties of their position, including justification for requesting the review. The City Manager will investigate the position and report their findings to the employee and the Department Head. The decision of the City Manager will be final.

Amendment of the Classification System

The City Manager, with the consent of City Council, may establish new classifications, abolish, merge, or divide existing classifications, and amend the classification specifications to meet changing conditions.

Conditions of Employment

Departmental Schedule

Each Department Head prepares a schedule of normal working hours for the employees in their department and submits them to the City Manager for approval.

Normal Hours

The standard workweek shall consist of the following hours:

- Full-time non-union employees and Administrative Officers - 37.5 hours
- Full-time represented employees - See collective bargaining agreement
- Part-time, Temporary, and Seasonal Employees – hours determined by Department Head

Rest and Lunch Breaks

Full-time and Professional Part-Time Employees are entitled to a total of twenty minutes of breaks per day. The scheduling of breaks is at the discretion of each Department Head and may follow any reasonable schedule consistent with the responsibilities of the department.

Full-time Employees will receive a one hour lunch break (one-half hour of such break is unpaid) to be taken in the middle of each workday whenever possible, unless specified differently in a contract. The thirty (30) minute paid portion of the lunch break will be credited when the employee has worked at least 3.75 hours.

Part-time Professional Employees earn a thirty (30) minute paid lunch break for every seven hours of time worked during a pay period rounded up to the nearest 7 hour increment.

Part-Time Employees (excluding Professional Part-Time), working a full day will receive a one hour unpaid lunch break. Part-Time Employees scheduled less than a full workday, will be granted a thirty (30) minute unpaid lunch break after 3.75 hours.

Emergency Work

In cases of emergency, an employee shall remain on duty or return to duty when requested by the Department Head or the City Manager.

Outside Employment

Full time employees may accept employment in addition to their work with the City of Farmington provided:

- Such employment does not constitute a conflict of interest with the employee's City of Farmington duties;
- Such employment does not interfere with the employee's job with the City of Farmington; and
- Such employment does not occur while the employee is on sick leave.

Employees shall notify in writing their Department Head, or the City Manager in the case of the absence of their Department Head, of any request for outside employment. A determination will be made as to any potential conflict of interest or interference with the employee's job duties prior to authorization of outside employment.

Part time employees may accept employment outside of the City provided that the employment does not constitute a conflict of interest, and does not interfere with the employee's City of Farmington job duties.

Employment Policies and Practices

Equal Employment Opportunity

The City is an equal opportunity employer. We will extend equal opportunity, including equal pay, to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. Our policy reflects and affirms the City's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in the Anti-Discrimination section below.

Immigration Law Applicable to All Employees

The City complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the City is required by law to terminate your employment.

Employee Hiring Practices

Eligibility for Employment

All administrative officers of the City shall be United States citizens. No person shall be eligible for appointed City office that is in default to the City or any governmental agency of the State. Any person having such a default shall be removed from office, unless the default is in the process of being removed. No elected officer may be appointed to any City office or be employed by the City during the term of office for which they were elected, or for two years thereafter.

To be eligible for employment in a regular position, the applicant must:

- Be 18 years of age,
- Have a valid Michigan Driver's License (may be waived by the City),
- File a complete and truthful application with the City,
- After a conditional job offer has been extended, applicant may be required to pass a background check, medical examination and/or psychological exam appropriate for the job,
- After a conditional job offer has been extended, applicant may be required to pass a drug test appropriate for the job,
- Possess the necessary qualifications for the job.

Employment of Related Persons

The City shall not hire individuals with close relationships to any elected official, the City Manager or to their spouses or domestic partners. Close relationships include child, grandchild, parent, grandparent, brother, sister, half-brother or half-sister; or the spouses or domestic partners of these individuals. All relationships include those arising from adoption. This in no way disqualifies such relatives who are appointive officers or employees of the City at the time of the election of the official or appointment of the City Manager.

Employees are not permitted to work in the same City department with a natural or adopted child, grandchild, parent, grandparent, brother, sister, half-brother or half-sister, or their spouse or domestic partner.

Notice of Vacancies

Public announcement of all employee vacancies in the City are made at least one week prior to the closing date for receiving applications. Such public announcements of vacancies may include posting of the appropriate notice in City Hall and the Department of Public Services building, advertisement in newspapers, on the internet, or other appropriate publications.

Application and Examinations

Every person seeking employment with the City is required to fully complete the prescribed application form furnished by the City and return it to the proper City office prior to the closing date for receiving applications. Failure to answer all questions truthfully may be grounds for rejection of the application or dismissal if the applicant is hired.

Appointments to vacancies are based on merit and may require competitive examinations, which are in a form that thoroughly tests the abilities and aptitudes of the candidates for the duties to be performed and may not question the political, religious or racial background of the candidate. The examinations may include written, oral, physical or performance tests. They must include factors such as education, experience, aptitude, knowledge, character and physical fitness.

After a conditional offer of employment has been made, a physical examination and drug test may be required for employment with the exceptions of Part-Time Employees hired to work at the Farmington Civic Theater and Temporary Employees.

Background Check

Each applicant who applies for a position with the City of Farmington will be required to authorize the City to obtain any record from an appropriate and/or local law enforcement agency of a conviction of a crime, including misdemeanors and felonies. Any individual who refuses to authorize the records check will be considered to have withdrawn their application for employment.

The conviction of a crime will not necessarily exclude an individual from employment with the City. The records, if any, of an applicant will be reviewed on a case by case basis. A determination of the effect of the criminal conviction, if any, on the applicant will involve a review of several factors, including the relationship of the crime to the requirements of the job, the time that has elapsed since the conviction occurred and other relevant information concerning the individual's background which may impact the ability of the individual to work for the City of Farmington.

Power to Hire and Terminate

The head of each department shall have the power to hire and terminate employees of their department with the approval of the City Manager, but without confirmation by the Council. The Farmington Civic Theater Manager has the power to hire and terminate employees without City Manager approval.

Records

The City Manager or designee maintains employment records of every employee. The City Manager's current designee is the Director of Finance and Administration.

Probationary Period

Newly hired or promoted employees must complete a probationary or working test period of twelve (12) months. The probationary or working test period does not include any time served by an employee under temporary appointment, however, the City Manager may waive this stipulation. The appointing authority may extend the regular probationary period, with the City Manager's approval after considering a written rationale.

Probationary Review

At the end of every three (3) months during the probationary period, the Department Head may review the employee's performance. This review should normally be completed by the employee's immediate supervisor and reviewed by the Department Head. The performance review may be discussed with the employee and a record made for the City Manager, if the Department Head determines it is appropriate.

Benefits during Probationary Period

Probationary employees are eligible for the benefits provided to the employee's job classification. However, if you are eligible for vacation and sick time, you may not use your vacation and sick leave until six (6) months of the probationary period is completed, unless waived by the Department Head and approved by the City Manager. If probationary employees do not become regular employees, they are not paid at termination for vacation or sick leave granted or accrued during the probationary period.

Release during Probation

An employee may be released by the appointing authority at any time during the probationary period. Proper notice of such release shall be immediately submitted to the City Manager. An employee serving a probationary period after promotion or transfer may be reinstated to their former position even though this may require laying off or reassigning an employee occupying said position, unless the reason for release would normally have resulted in the dismissal of any other employee for a similar infraction of City rules or laws.

Employee Evaluation

The evaluation of an employee's performance is normally made on an ongoing basis. Performance appraisals may be made at the discretion of the employee's supervisor or at the request of the City Manager.

Promotions, Demotions and Transfers

Promotions are defined as an advancement in rank or grade or an increase in salary beyond the employee's present pay scale. Vacancies in higher positions in the City may be filled by promoting persons holding positions in lower grades. Such promotions are based upon merit as shown by the previous service and experience of the person promoted. The City reserves the right to consider applicants from outside the current employee base.

Demotions are defined as the placement of an employee in a lower job classification or pay grade than that which they presently hold. Demotions may be applied for any of the following reasons:

- To prevent layoffs due to abolishment of an employee's present position, lack of work, lack of funds, or the return of another employee from authorized leave.

- If the employee does not possess the necessary qualifications and/or is not performing satisfactorily in the position presently held.
- If the employee requests to be demoted and an appropriate vacancy is available.
- Other suitable reasons established by the City Manager.

All demotions must receive the approval of the City Manager. For other than a demotion to prevent layoff, an employee may appeal the demotion by following the procedures set forth in "Disciplinary Dispute Resolution."

In an effort to match you with the job for which you are most suited and/or to meet the business and operational needs of the City, you may be transferred from your current job. This may be either at your request or as a result of a decision by the City. The transfer of an employee from one position to another, involving substantially similar duties and responsibilities and not involving an increase in compensation, may be made by the respective Department Heads at any time. The transfer of any employee from a position in one classification to another position in the same or similar classification at the same rate of compensation in another department may be made only with the consent of the appointing authorities of the two departments involved and with the approval of the City Manager.

Reasons for transfer may include, but are not necessarily limited to:

- fluctuations in department workloads or production flow;
- a desire for more efficient utilization of personnel;
- increased career opportunities;
- personality conflicts;
- health;
- other personal situations;
- or other business reasons.

Temporary transfers may be made at the discretion of the City management. Your eligibility is dependent, of course, on your having the needed skills, education, experience and other qualifications that are required for the job.

When a vacancy occurs, the City Manager determines, following consultation with the appointing authority, whether promotion is possible and practicable and if so, what employees are eligible for such promotion and whether an examination or test shall be held to determine the relative fitness of eligible employees, or whether such relative fitness shall be determined by their seniority and efficiency records or by both such examination and records.

Appointments, removals, promotions and demotions of officers and employees of the City are based on their objective qualifications and performance records.

Leaving the City

If you wish to resign your employment with the City, you are requested to notify your Department Head of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter. To receive payment for granted and/or accrued benefits, resigning employees must give ten (10) working days' notice. The City Manager may waive the foregoing requirement in the best interest of the city.

The City asks all employees to participate in an exit interview with their Department Head prior to leaving the City. This provides an opportunity to return keys, uniforms, and other property; and, to tie up any loose ends. The City also asks you to participate in an exit interview with the Human Resources Coordinator prior to leaving the City. This interview will allow you to provide valuable

feedback to the City regarding your work experience. During the exit interview with the Human Resources Coordinator, you will also receive preliminary information regarding continuation of medical coverage and any other continuation of benefits for which you may be eligible.

If you leave the City in good standing, you may be considered for reemployment at a later date. However, in the case of rehiring, you may be considered a new employee with respect to vacation benefits and seniority.

Severing the Employment Relationship

An employment relationship may be severed for various reasons including, but not limited to the following:

- The employee resigns or retires.
- The employee may be terminated at will.
- The employee may be terminated for violation of City policy, procedure, or rules.
- The employee is terminated, and the termination of employment is not reversed through the Disciplinary Dispute Resolution process.
- The employee is absent for three (3) consecutive working days without notifying the City. (Exceptions may be made by the City.)
- The employee does not return to work when recalled from lay-off as set forth in the recall procedure. (Exceptions may be made by the City.)
- The employee does not return to work after all leave time, including Family Medical Leave Act (FMLA) time has been exhausted.
- The employee does not return from an unpaid leave of absence.
- The employee is laid off for a period equal to length of service at the time of layoff or for three years, whichever is the lesser time period. For this paragraph only, all employees will be treated as if they have a minimum of one year of service.
- The employee is separated upon settlement covering total disability.
- The employee is separated when he/she cannot perform the essential functions of the position because of physical or mental impairment, with or without accommodations, after leave time has been exhausted.

A termination for disciplinary reasons may be appealed by following the procedures set forth in the "Disciplinary Dispute Resolution" section of this manual.

Layoffs

"Layoff" is defined as reducing the number of employees or reducing the hours of work because of lack of work, lack of funds, or any other reason other than the acts or delinquency of the employee.

When it is determined by the City that a reduction of workforces within a department is necessary, the following procedures shall be adhered to:

- Layoffs shall be by department.
- Prior to an employee being laid off, the City will attempt to place the employee in some other classification for which he/she is qualified.
- Employees to be laid off for an indefinite period shall have at least fifteen (15) calendar days' notice prior to layoff.
- When the workforce is increased after a layoff, notice of recall shall be sent to the employees at their last known address, by receipted mail.

- An employee who does not return to work within five (5) working days of notice will be deemed to have resigned.

Code of Conduct

General Standards of Conduct

Development of harmonious relations among personnel and excellent service to the public is essential to the effective operation of the City. The standards below are not intended to be exclusive, and may be found elsewhere in this manual. The rules governing personal conduct set forth below are intended to promote the orderly and efficient operation of the City of Farmington, as well as to protect the rights of all employees. The conduct set forth below is prohibited and, with respect to employees, will be subject to discipline up to and including termination. Any conduct that may impair the operation of the City, or jeopardize the personal safety, security or welfare of the City of Farmington or its residents or employees is also prohibited.

- Possessing, or being under the influence of, alcohol, illegal drugs or substances.
- Theft, unauthorized disposal, or deliberate or careless damage of any property of Farmington, its employees, or its residents or customers.
- Unauthorized use of property, equipment, or facilities of Farmington.
- Falsifying time records for payroll purposes.
- Removal of any property or records that belong to Farmington, its Elected Officials or employees.
- Insubordination or refusal to obey or willful failure to carry out verbal or written instructions of supervisory personnel.
- Unlawful possession of weapons on City property or while on City business.
- Poor work performance.
- Discourtesy to the public.
- Failure to report an accident, damage to City equipment or property, or personal injuries as soon as possible.
- Conduct that is detrimental to the operation of the City or is in violation of the policies and guidelines in this manual.
- Conduct that brings the City into disrepute or reflects discredit upon the employees as a member of the City staff.
- Unlawfully, falsifying or omitting pertinent information from records or revealing confidential information to unauthorized persons.
- Dress or appearance inappropriate to the business of the City.
- Harassment or violence or threats towards other employees, officials or the public.
- Horseplay or fighting or attempts to cause physical harm.
- Unprofessional behavior while working for the City.
- Attendance problems, including tardiness, excessive absenteeism, absence without notice, or failure to observe working schedule, including lunch and rest periods.
- Abuse of leave time or paid time off.
- Conducting personal business while on duty, or using City property for personal business.
- Willful, deliberate or repeated abuse of safety procedures.
- Engaging in unapproved secondary employment, which may interfere, or conflict with City responsibilities.
- Disclosure of any information regarding the City, its taxpayers or coworkers to anyone not authorized by the City Manager to receive such information, unless required by law or court order.
- Violation of any applicable State of Michigan Ethics, Conflicts of Interest, Incompatible Offices and Standards of Conduct Laws.

Positive Standards of Conduct

The standards of conduct set forth below are positive actions that City officials and employees are expected to take in the course of performing their duties.

- Always be courteous and polite. Retain your composure under difficult circumstances. While a member of the public or coworker may not always be right, treat them with courtesy and respect.
- Promptly report any observed violation of City policies, safety concerns, harassment, discrimination or violations of law to the City Manager, their designee, or another appropriate authority. Such reporting is encouraged and will not be subject to retaliation.

Attendance and Punctuality

Because of the nature of our business, your job may periodically require overtime work. If the City requires that you work overtime, you will be given as much advance notice as possible. You should not work overtime hours without prior approval by your immediate supervisor or the Department Head. It is important for you to report to work on time and to avoid unnecessary absences. The City recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action up to and including termination of employment. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the services of the City.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the Department Head. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with your Department Head or, if unavailable, the City Manager. If you must leave a voicemail, you must provide a number where you may be reached.

You are expected to be at your workstation at the beginning of each business day. If you are delayed, you must call your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with your immediate supervisor or Department Head. Regular delays in reporting to work will result in disciplinary action up to and including termination of employment.

Some, but not all, absences are compensated under the City's leave and benefits policies. Any employee who is absent from duty a day or part of a day without authorization under provisions of these regulations is deemed absent without leave and may be subject to disciplinary action or dismissal.

Inclement Weather

The City is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your immediate supervisor or Department Head. There may be times when we will delay opening, and on rare occasions, we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

In the event that the City's facilities are closed by the City or the government, employees will be paid for the day. If the City's facilities are open and you are delayed getting to work or cannot get

to work at all because of inclement weather, the absence will be charged to (1) vacation, compensatory time, and/or personal days or (2) unpaid time off, in that order. You should always use your judgment about your own safety in getting to work.

When severe weather develops or is anticipated to develop during the day and a decision is made by the City to close before 4:30 pm, you will be compensated as if you had worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to the time the City closes, you will be required to use vacation and/or personal days in an amount equal to the number of hours between the time you left and the time the office closed.

Dress Code and Public Image

As an employee of the City, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of the workplace. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner. It is essential that you act in a professional manner and extend the highest courtesy at all times to co-workers, visitors, residents, and vendors. A cheerful and positive attitude is essential to our commitment to extraordinary customer service and exceptional quality.

The current dress code, other than for departments with specific clothing requirements, is business casual. Please keep in mind, however, that City offices are professional business offices where residents and others may visit. Generally, clean, neat clothing is acceptable. Torn jeans or other torn clothing, tee shirts with inappropriate verbiage or pictures, exercise wear, and flip flops are not appropriate business casual attire. As always, please use common sense in your choice of business attire.

If you are an employee who works in a department with specific clothing requirements such as uniforms or safety gear, please see your collective bargaining agreement or your Department Head for further requirements.

It is the intent of this policy to comply with applicable state, local and federal laws prohibiting discrimination on the basis of color, race, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information and any other status protected under such laws.

Work Space

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the City's overall dedication to providing quality service to its residents. Therefore, your workspace should be clean, organized and professional in appearance.

City Equipment

City equipment is assigned to staff depending on the needs of the job. This equipment is the property of the City and cannot be removed from City property without prior approval from your immediate supervisor or Department Head. It is expected that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

Personnel Records

It is important that the City maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor, Department Head, AND the Human Resources Coordinator of any change in name, home address, telephone number, marital status, number of dependents, immigration status, or any other pertinent information. By promptly notifying the City of such changes, you will avoid issues with your benefit eligibility, the return of W-2 forms, or similar inconvenience.

Internet Access

Access to the Internet is given only for work-related activities or approved educational / training activities. The City's computers, computer network, and computer resources may not be used for personal purposes without the written permission of your immediate supervisor or Department Head. For more detailed information, please see **Appendix A: Standard Practice Guide of the City of Farmington Hills Central Services**. The City of Farmington complies with the Standard Practice Guide of the City of Farmington Hills Central Services as part of the agreement between the two Cities for Farmington Hills to provide IT services to the City of Farmington.

Right to Monitor

The City email and Internet system is at all times the property of the City. By accessing the Internet, Intranet and electronic mail services through facilities provided by the City, you acknowledge that the City (by itself or through its Internet Service Provider) may from time to time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that the City uses email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

Responsibilities and Obligations

Employees may not access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright laws and intellectual property rights of both the City and other parties at all times. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of your immediate supervisor or Department Head, and the City's IT service provider, the City of Farmington Hills.

Violation of this Policy

In all circumstances, use of Internet access, Intranet access, and email systems must be consistent with the law and City policies. Violation of this policy is a serious offense and, subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

Email

The email system is the property of the City. All emails should be archived on the server in accordance with our records retention policy, and all emails are subject to review by the City. The email system should be used for the sole purpose of conducting City business.

The City email system is City property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using City hardware and software.

Electronic mail is like any other form of City communication, and may not be used for harassment or other unlawful purposes. Your email account is a City-provided privilege, and is City property. Remember that when you send email from the City domain, you represent the City whether your message is business-related or personal.

Confidentiality of Electronic Mail

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable laws and City rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

Social Media

The term “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication. The same principles and guidelines found in the City rules, policies and procedures apply to an employee’s social media activities online.

Any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects the City’s legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

Employee Privacy

We take your privacy very seriously. The privacy and security of your personal data (the “Personal Information” which we collect from you) is important to us. It is equally important that you understand how we handle this data. The City will not knowingly collect or use Personal Information in any manner not consistent with this policy, as it may be amended from time to time, and applicable laws.

Collection of Information

In the course of conducting our business and complying with federal, state, and local government regulations governing such matters as employment, tax, insurance, etc., we must collect Personal Information from you. The nature of the information collected varies somewhat for each employee, depending on your employment responsibilities, the location of the facility where you work, and other factors. We collect Personal Information from you solely for business purposes, including those related directly to your employment with the City, and those required by governmental agencies.

Use of the Information Collected

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- **Human Resources Management.** We collect, store, analyze, and share (internally) Personal Information in order to attract, retain, and motivate a highly qualified workforce. This includes recruiting, compensation planning, succession planning, reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements, and communication with employees and/or their representatives.
- **Business Processes and Management.** Personal Information is used to run our business operations including, for example, scheduling work assignments, managing City assets, reporting and/releasing public data (e.g., annual reports, etc.); and populating employee directories. Information may also be used to comply with government regulation.
- **Safety and Security Management.** We use such Personal Information as appropriate to ensure the safety and protection of employees, assets, resources, and communities.
- **Communication and Identification.** We use your Personal Information to identify you and to communicate with you.

Limited Disclosure

The City acts to protect your Personal Information and ensure that unauthorized individuals do not have access to such information by using security measures to protect Personal Information. We will not knowingly disclose, sell, or otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your express written permission, except where disclosure is reasonably necessary to comply with the law.

Security of Personal Information

We employ reasonable security measures and technologies, such as password protection, encryption, physical locks, etc., to protect the confidentiality of your Personal Information. Only authorized employees have access to Personal Information. If you are an employee with such authorization it is imperative that you take the appropriate safeguards to protect such information. Paper and other hard copy containing Personal Information (or any other confidential information) should be secured in a locked location when not in use. Computers and other access points should be secured when not in use by logging out or locking. Passwords and user IDs should be guarded and not shared. When no longer necessary for business purposes, paper and hard copies should be immediately destroyed using paper shredders or similar devices. Do not leave copies in unsecured locations waiting to be shredded or otherwise destroyed. Do not make or distribute unauthorized copies of documents or other tangible medium containing Personal Information. Electronic files containing Personal Information should only be stored on secure computers and not copied or otherwise shared with unauthorized individuals within or outside of the City.

The City will make reasonable efforts to secure Personal Information stored or transmitted electronically from hackers or other persons who are not authorized to access such information.

Any violation or potential violation of this policy should be reported to your immediate supervisor, Department Head, or the Human Resources Coordinator. The failure by any employee to follow these privacy policies may result in discipline up to and including termination of employment. Any

questions or suggestions regarding this policy may also be directed to your immediate supervisor, Department Head, or the Human Resources Coordinator.

Telephones

Access to the City telephone system is given principally for work-related activities or approved educational / training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support the City's mission and should comply with applicable rules and regulations.

You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times.

The City telephone system is at all times the property of the City. By accessing the telephone system through facilities provided by the City, you acknowledge that the City has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

The City prohibits the use of hand-held cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

Smoking

In order to provide a safe and comfortable working environment for all employees, smoking and other use of tobacco and the use of e-cigarettes is strictly prohibited at all times inside any City building or vehicle.

Substance/Drug-Free Workplace

The City takes seriously the problem of drug and alcohol abuse, and is committed to providing a substance free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. The City reserves the right to require an employee to submit to a test for illegal drugs, controlled substances or alcohol when there is a reasonable suspicion, or reasonable basis, to believe that an employee may be or may have been, under the influence of alcohol or a substance that adversely affects safety, or has rendered the employee incapable of performing his/her assigned duties. Reasonable suspicion determinations will be based on specific, articulable observations, including but not limited to the employee's appearance, behavior, speech, or body odors. For drug testing, the observations may also include indications of the chronic and withdrawal effects of drugs. Employees may be required to submit to return to duty, or fitness for duty, testing, and employees who test positive may be required to submit to follow up testing. Refusal to submit to a drug and/or alcohol test will result in discipline up to and including termination of employment.

The City recognizes alcohol and drug abuse as potential health, safety and security problems. The City expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this Substance Free policy is

made a condition of employment, and violations of the policy may lead to discipline and/or termination of employment.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on City premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly encourage you to behave responsibly and appropriately at all times. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform your immediate supervisor, Department Head, or the Human Resources Coordinator for assistance in seeking help to address substance abuse, who can also help you determine coverage available under the City's medical insurance plan.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the City.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

Safety and Accident Rules

Safety is a joint venture at the City. We provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of the City, and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. Your workspace should be kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor. In addition, if you become ill or get hurt while at work, you must notify your immediate supervisor or Department Head immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law.

Failure to abide by the City's safety and accident rules may result in disciplinary action, up to and including termination.

Non-employees in City Owned Vehicles

Non-employees are not allowed in City owned vehicles, unless given written authorization by the City Manager or Department Head, or as required by the City to carry out official City business.

Driving Records Policy

Employees may have their driving records reviewed prior to hire. Thereafter, driving records for those who may drive while on duty for City of Farmington will be reviewed periodically. Employees required to hold a Commercial Drivers License must follow specific rules as defined in their Collective Bargaining Agreement and/or as required by the Federal Motor Vehicle standards for holding a CDL. Employees who have been repeatedly cited for moving traffic

violations or who have been convicted of a serious traffic offense may be prevented from driving while on duty until he/she can demonstrate an improvement in his/her driving record. An employee whose position requires driving may also be disciplined, up to and including termination of employment, for having an unacceptable driving record and/or failing to maintain a driver's license. Employees shall immediately report in writing any changes in their driving licensure to their immediate supervisor. Failure to do so will result in discipline up to and including termination of employment.

Political Activity

If an employee desires to run for any public office in the City and becomes a candidate, he/she shall request, and shall be granted, a leave of absence without pay when he/she complies with the candidacy filing requirements, or sixty (60) days before any election relating to the position, whichever date is closer to the election. An employee who is elected to a City office shall resign their city employment.

An employee shall not work for any elected City Official at the polls, circulating petitions, or campaigning in any issue involving municipal policies or municipal questions during working hours. Neither shall an employee be involved with soliciting or receiving any subscriptions, contributions, or political services from any person for any political purpose pertaining to the government of the City during working hours.

Violation of any provision of this section shall be deemed sufficient cause for termination of employment. Nothing in this section, however, shall be construed to prevent an employee in the classified service from becoming or continuing to be a member of any political organization, attending political meetings, from expressing views in political matters, or from voting with complete freedom in any election.

Financial Interest Prohibited

No contract or purchase by the City involving an expenditure of \$500.00 or more shall be made from any elected or appointed officer or member of their family (spouse, child, grandchild, father, mother, brother, sister, or the spouse of any of them) or organization in which they have a financial interest. Financial interest shall be considered if he/she or any member of his/her family is an employee, partner, officer, director or sales representative, or owner of more than 10% of the securities of the corporation. Any officer who permits the City to enter into such a contract without disclosing such interest to the Council prior to the action of the Council in authorizing such contract shall be guilty of misconduct in office. If, however, the Council decides that it is in the best interest of the City to make such a contract after competitive prices are obtained, or if all the members of the Council having no financial interest shall unanimously determine that the obtaining of competitive prices is not feasible in such a particular case, then the contract may be made by the City. This action must be taken either by vote at a Council meeting or written instrument filed with the Clerk.

Anti-Discrimination

Discrimination Is Prohibited

The City is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but

not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate the interference with the ability of any of the City's employees to perform their job duties.

The City makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, Department Head, or the Human Resources Coordinator. Your complaint will be promptly, thoroughly and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Americans with Disabilities Act

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the City's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of City policy, the City prohibits discrimination of any kind against people with disabilities.

Disabled Defined

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or past history of such an impairment; or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Reasonable Accommodation

A reasonable accommodation may include any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the City in order to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, contact your immediate supervisor, Department Head, or the Human Resources Coordinator. On receipt of your request we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, the City does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, the City does not have to provide an accommodation if doing so would cause undue hardship to the City.

Workplace Harassment

The City is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the City has adopted a policy of “zero tolerance” with regard to employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Harassment includes, but is not limited to the following:

- Making derogatory comments (verbally, written, or electronically), insults, suggestive remarks, or jokes regarding sex, an individual’s age, sex, gender, ethnic background, race, color, religion, marital status, pregnancy, veteran status, weight, national origin, genetic information, sexual orientation, gender identity, or disability;
- Display of offensive photographs, cartoons, drawings, or written material related to sex or one of the other protected classes;
- Conduct or communication which has the purpose or effect of degrading or creating an intimidating, hostile, or offensive work environment related to sex, an individual’s age, sex, gender, ethnic background, race, color, religion, marital status, pregnancy, veteran status, weight, national origin, genetic information, sexual orientation, gender identity, or disability;
- Implicit or explicit propositions or requests for sexual favors;
- Physical contact of a suggestive sexual nature;
- Stating or implying that a particular employee’s deficiencies in performance are attributed in whole or in part to their sex, age, gender, ethnic background, race, color, religion, marital status, pregnancy, veteran status, weight, national origin, genetic information, sexual orientation, gender identity, or disability;
- Possession on City property or exchanging or posting on City electronic communication or internet network, of any kind of implicit or explicit material (e.g. magazines, calendars, etc.) degrading an individual or group on the basis of sex, age, gender, ethnic background, race, color, religion, marital status, pregnancy, veteran status, weight, national origin, genetic information, sexual orientation, gender identity, or disability;
- Department Head or supervisor decisions to take tangible employment action based on an employee’s protected class, or as a result of an employee’s refusal to submit to a sexual demand. Examples of tangible employment action include: hiring, firing, promotion, demotion, undesirable reassignment, a decision causing a significant change in benefits, compensation decisions, and work assignments.

Sexual Harassment

Sexual harassment is a form of workplace harassment prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual

nature when the conduct: (1) explicitly or implicitly affects a term or condition of an employee's employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include, but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. City policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female.)

Reporting Harassment

This policy prohibiting all types of illegal workplace harassment applies to all terms and conditions of employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, residents or customers, whether at work or outside of work, is grounds for immediate termination. The City will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated and resolved appropriately.

The City will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

The City encourages reporting of all perceived incidents of harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with any of the following: their immediate supervisor, Department Head, the Human Resources Coordinator, or the City Manager. You are not required to report to your immediate supervisor first. You may report to any of the above mentioned individuals, in any order you choose.

Department Head and Supervisors' Responsibilities

All Department Heads and Supervisors are expected to maintain a work environment free from sexual and other harassment. They are responsible for the application and communication of this policy within their work area. Department Heads and Supervisors should:

- Encourage employees to report any violations of this policy before the harassment becomes severe or pervasive.
- Make sure the Human Resources Coordinator is made aware of any employee complaints or inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

Workplace Violence Prevention Policy

The City is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, and residents.

Workplace violence includes any physical assault or act of aggressive behavior occurring where an employee performs any work-related duty in the course of his or her employment including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without his or her consent

that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence by or against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as residents and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment.

Managing a Potentially Violent Situation:

City employees are expected to assist the general public and fellow employees in a courteous manner, but not subject themselves to abusive conduct if confronted by:

- A distraught, harassing or abusively angry person.
 - If a person becomes angry or abusive, the employee should courteously attempt to calm the person down. If that does not work, the employee shall ask a supervisor to intervene.
- A person threatening bodily harm. (If an employee feels that he/she or another person is threatened, and in danger of imminent bodily harm):
 - The employee should attempt to leave the scene, if it can be done safely.
 - If the supervisor is not aware of the situation the employee must notify the supervisor as soon as it can be done safely.
 - If the situation warrants, the Public Safety Department must be notified.

Procedures for Reporting and Investigating Harassment and Workplace Violence

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed or have experienced workplace violence, regardless of whether the offensive act was committed by a Department Head, supervisor, co-worker, vendor, visitor, or client, should promptly notify any of the following: their immediate supervisor, Department Head, the Human Resources Coordinator, or the City Manager. You are not required to report to your immediate supervisor first. You may report to any of the above-mentioned individuals, in any order you decide. If the employee's Department Head or immediate supervisor is involved in the incident, the employee should report the incident to the Human Resources Coordinator or the City Manager. Every claim of harassment or workplace violence will be treated seriously, no matter how trivial it may appear. All complaints of harassment, sexual harassment or other inappropriate sexual conduct, or workplace violence will be promptly, thoroughly and impartially investigated by the City.

Every employee is encouraged to raise any questions or concerns with any of the following: their immediate supervisor, Department Head, the Human Resources Coordinator, or the City Manager.

There will be no retaliation for filing or pursuing a harassment or workplace violence claim. To the extent possible, all complaints and related information will remain confidential except to those individuals who need the information to investigate, educate, or take action in response to the complaint.

All employees who apply for or obtain a protective or restraining order which lists City property or City facilities as being protected areas must provide this information to their Department Head. The Department Head must report this information to the Public Safety Director or the Deputy Director, the City Manager, and the Human Resources Coordinator.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment or workplace violence incident. Employees who believe they have been unjustly charged can defend themselves verbally or in writing at any stage of the investigation. To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of the investigation, the complainant and the “alleged harasser” shall be informed of the determination. Where appropriate, the “harasser” and the “victim” may be offered mediation or counseling through an employee assistance program (EAP).

Please see **Appendix D: City of Farmington Harassment and Discrimination Complaint Form.**

Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, the City will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action, as the City deems appropriate under the circumstances and in accordance with applicable law.

Prohibited Actions and Sanctions

It is a violation of this policy to engage in any act of workplace violence, except for law enforcement personnel as authorized by law and within the confines of the Public Safety Department policies.

No employee or third party, excluding law enforcement personnel is permitted to bring weapons or firearms into the workplace, or onto City property, or within City vehicles.

Any person who, in the opinion of the immediate supervisor, poses a threat to themselves or others within the workplace shall be removed from the premises as quickly as safety permits, and shall remain off City premises pending the outcome of an investigation. Such removal of any employee will be immediately reviewed by the City’s Crisis Management Team identified in this policy.

The City will initiate an appropriate response. This response may include, but is not limited to, reassignment of job duties, suspension or termination of employment, suspension and/or termination of any business relationship, and/or criminal prosecution of the person or persons involved.

Crisis Management Team

The Crisis Management Team may consist of the City Manager, Human Resources Coordinator, Public Safety Director, City Attorney, and others as deemed necessary. The Crisis Management Team is responsible for the following:

- evaluating potential violence problems
- assessing an employee's fitness for duty (through medical and/or mental health professionals)
- selecting intervention techniques
- establishing a plan for the protection of co-workers and other potential targets
- coordinating with victims, families, other employees, media, and law enforcement personnel
- referring victims for appropriate assistance, including counseling.

Disciplinary Action

Authority to Discipline

Appointing officers have the authority to discipline subordinates in a reasonable manner.

Reasons

An employee may be disciplined for violating any provisions of this manual, or the City Ordinances that regulate the conduct of City employees, or administrative regulations established by the City Manager or the Department Head with the approval of the City Manager. An employee may also be disciplined for failure to perform job duties and/or correct deficiencies in performance.

Disciplinary Procedure

- The Department Head shall cause an investigation into any violation of these rules and regulations and/or City Ordinances that regulate the conduct of City employees.
- Employees shall be given an opportunity to state their position and offer supporting evidence that is immediately available, prior to any disciplinary action by the City.
- Suspension, disciplinary demotion and termination of employment are conveyed in writing to the employee and generally state the reason(s) for the disciplinary action.

Written Notice and Appeal

Appeal of this discipline should be done through the City's "Disciplinary Dispute Resolution" process.

Forms of Discipline

The form of discipline used will depend on the seriousness of the situation. Discipline consists of the following levels:

- Oral Reprimand: An official warning to an employee from the immediate supervisor, a written notation of which shall be maintained in the employee's departmental file.

- Written Reprimand: A written warning to an employee from the supervisor or Department Head, which is included in the employee's personnel file.
- Loss of Time Off: The elimination of some or all of an employee's available or prospective time off.
- Suspension: An employee is not permitted to report for work for a specified period of time and does not receive pay for that time.
- Termination of Employment: An employee is involuntarily separated from employment with the City of Farmington.

The listing of these disciplinary levels does not preclude the starting of disciplinary action at a higher level or the multiple applications of these levels when the seriousness of the incident warrants such discipline. The listing of these disciplinary levels does not change the at-will employment status of all employees.

Disciplinary Dispute Resolution

Although we seek to provide a workplace in which all employees feel that they are an important part of the City and where employees feel fairly treated, there may be times when you have a dispute with a supervisor or the City which can best be resolved through a formal procedure for dispute resolution. Disciplinary disputes between any employee and the City are to be resolved in accordance with the following procedure. Please note, however, that the City reserves the right to modify this procedure at any time and nothing in this procedure should be construed to constitute a contract between you and the City or to constitute any part of a contract between you and the City.

Any employment related dispute between you and the City may be resolved using this grievance procedure, with the exception of oral reprimands which are not recorded in your personnel file.

Grievance Procedure

A grievance is a complaint by an employee concerning any matter related to the employee's employment with the City. All grievances must be in writing. You must state clearly and concisely all the known facts related to your grievance, including "who, what, where, when and the why." Clearly explain why you disagree with the act or omission that forms the basis for the grievance. Also explain what remedy you are requesting. You must sign and date the grievance. Grievances must be submitted within [30] calendar days following the date you first knew or should have known of the grievance. If you do not submit the grievance within the [30] day period, you waive your right to assert it.

Preliminary Step

You must first address your grievance with your immediate supervisor. This may be done orally in informal discussion. If your informal attempts to resolve the matter are not successful, you may implement the formal grievance process.

Step 1

You must first submit your grievance in writing to your immediate supervisor. Your immediate supervisor will respond in writing within ten (10) days following receipt of your grievance. All grievances and replies in Step 1 must be in writing. If the grievance is not settled in Step 1, then you may proceed to Step 2. Note, if you do not have an immediate supervisor, submit your grievance to your Department Head directly, and your Department Head will respond as described in Step 2.

Step 2

Within ten (10) days following your receipt of the written answer to your Step 1 grievance from your immediate supervisor, you may appeal the disposition of your grievance by your supervisor to your Department Head. The Department Head will then undertake an investigation of your grievance and the underlying facts. Within 15 business days following receipt of your grievance the Department Head will meet with you in person to discuss your grievance. The Department Head will then provide a written response to your grievance within 15 business days following the date of your meeting

Step 3

If you are not satisfied with the response of the Department Head at Step 2, you may submit your grievance to the City Manager or the City Manager's designee for review within five (5) days following receipt of the written response from your Department Head. The City Manager or his or her designee will review the grievance and provide a written response within 15 business days following receipt of the Step 3 grievance. The decision of the City Manager will be final.

Payroll Practices

Employees are paid bi-weekly. When a payroll date falls on a bank holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

Salary Deductions and Withholding

The City will withhold the following from your paycheck:

Taxes

Federal, state and local taxes, as required by law, as well as the required FICA (Social Security and Medicare) payments.

Insurance

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

Other Deductions

Other deductions which you authorize, including 401(k) and 457 contributions, flexible spending account (FSA) contributions.

Direct Deposit

Your paycheck will be deposited directly into your bank account and your pay stub will be emailed to you. You will be given the authorization form for direct deposit, as well as the authorization form to email your pay stub, by the Human Resources Coordinator at your New Hire meeting.

Compensation

Compensation Fixed by Charter

The respective salaries and compensation of officers and employees fixed by Charter shall be in full payment of all official services of such officers or employees. Fees, commissions and compensation belonging to the City shall be collected, accounted for, and be paid into the City treasury with a periodic statement filed with the officer responsible for the maintenance of the City's accounting system. This does not include payment for necessary bona fide expenses incurred for services on behalf of the City.

Compensation of Employees

Compensation for all employees and officers whose compensation is not fixed by Charter shall be established by the appointing officer, within the limits of the budget appropriations, in accordance with the Pay Plan adopted by the Council and within the guidelines of Federal and State Acts which control employee compensation and benefits.

Compensation Determination and Administration

The City Manager shall prepare a Pay Plan based on current accepted principles of pay administration. The range of each classification shall reflect fairly the differences in duties and responsibilities and shall be related to the compensations for comparable positions in other places of public and private employment.

Pay Plan

The Pay Plan consists of a range for each classification of positions and provides for pay increases based on service and merit.

- Pay increases are determined by the schedule of increases applied to the salary range established for each position.
- The pay increases provided are not automatic but are merit increases for which an employee becomes eligible and are granted only at the discretion of the appointing authority with the approval of the City Manager.
- The City Manager submits the Pay Plan to the Council for adoption each June as part of the budget adoption process. The Council may adopt the plan with or without amendment. All amendments shall apply uniformly to all positions within the same classification.

Administration of Pay Plan

Each employee is advised of the pay plan. When an employee reaches the maximum rate in any classification, he/she should not expect further increases in pay unless, (1) the position is reclassified, (2) the employee is promoted to a higher classification, or (3) a general increase is granted to all employees.

The following guidelines should be followed in administering the Pay Plan:

- New Appointments: A new employee shall be paid the minimum of the approved salary range for the position to which he/she is appointed. In an exceptional case, the City Manager may authorize an appointment at a rate above the minimum but not in excess of the maximum.
- Promotions: When an employee is promoted to a higher classification, he/she should advance to the pay rate in the higher classification immediately above his/her present compensation. The City Manager may authorize a rate above the next higher rate but not in excess of the maximum.
- Demotions: When an employee is demoted to a lower classification, the present rate should be reduced to the next lower rate in the new classification.
- Reinstatement: When an employee is reinstated following a demotion, dismissal, or layoff and returns to the same classification, he/she will enter the position at the same interval and salary range as received prior to leaving. However, if the rate last received is higher than the present rate for the classification, the employee shall be paid at the present rate.
- Re-employment: When an employee is reinstated following a resignation to a position in the same classification, he/she will enter the position at the minimum rate for the classification. In an exceptional case, the City Manager may recommend an appointment to a rate above the minimum but not in excess of the maximum.

Compensation for Overtime

Administrative officers and exempt (FLSA defined) Full-Time and Part-Time Employees shall receive compensatory time off for time worked over their normal work week, but compensatory time cannot be accrued over 52.5 hours at the end of the fiscal year. It is the responsibility of each Department Head to maintain accurate records of additional hours worked and compensatory time off.

Exempt Full-Time and Part-Time Employees may elect to use compensatory time in lieu of one week of vacation time annually. The employee may request payment for one-week vacation annually when such compensatory time is used in lieu of the vacation.

Compensatory time for exempt Full-Time and Part-Time Employees shall be earned in increments of one-half (1/2) hour. Compensatory time shall be earned at straight time.

All non-exempt, non-represented Full-Time and Part-Time Employees shall be compensated for each one-quarter (.25) hour worked beyond their normal workweek. Overtime compensation earned between 37.5 and 40 hours per week will be compensated at straight time; hours earned over 40 hours per week will be compensated at time and one-half their normal rate. Straight time compensation may be taken as compensatory time off with the approval of the Department Head, but compensatory time off may not be accrued beyond 52.5 hours.

Compensated time off will be counted as time worked for purposes of determining overtime for the pay period.

Full-Time and Part-Time Employees who are covered by a collective bargaining agreement or individual employment contract between the City and the employee or employee group shall receive overtime compensation in accordance with the terms of the applicable agreements.

Temporary Employees are paid for overtime work in the same manner as regular employees.

Seasonal employees are paid at time and one-half their normal rate for any hours worked over forty (40) hours per week.

Longevity Pay

Longevity is paid to all eligible Full-Time employees in July.

For administrative officers and non-union employees, see **Appendix E: Administrative Officer and Non-Union Benefit Schedule** for your benefit level. For employees covered by a collective bargaining agreement or individual employment contract, see your agreement or contract for benefit level.

Benefits

General

This section describes in general terms the fringe benefits provided by the City.

For Administrative Officers and non-union employees, the specific benefit levels provided are described in **Appendix E: Administrative Officer and Non-Union Benefit Schedule**. For employees covered by a collective bargaining agreement or an individual employment contract, the specific benefit levels provided are described in the collective bargaining agreement or individual employment contract.

Professional Part-Time Employees receive many of the benefits that Full-Time Employees receive, but are prorated based on their full-time equivalent status. Full-Time equivalent status is defined as the number of hours the professional part-time employee has been hired to work on a regular basis, divided by the number of hours for a full time employee.

Part-Time Employees (excluding Professional Part-Time), Temporary, and Seasonal Employees are not eligible for benefits.

Benefit information, including contact information, benefit summaries, benefit levels, etc. can be found on the City's Online Benefit Portal at www.HRConnections.com or through the Human Resources Coordinator.

Employees meeting the eligibility criteria for particular benefits may participate in the various insurance programs offered by the City. Periodically there will be an Open Enrollment period for certain benefits and you will be notified by the Human Resources Coordinator of deadlines by which to enroll or change enrollment parameters. If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment.

Special enrollment allows individuals who previously declined coverage to enroll in the plan upon loss of eligibility for other coverage and upon certain life events, such as marriage and the birth, adoption, or placement for adoption of a child. Employees must generally request enrollment within 30 days of the loss of coverage or life event triggering the special enrollment. For specific details regarding special enrollment, log on to the City's HR website at www.HRConnection.com and choose the LIFE EVENTS tab from the My Information tab.

Change of Status from Temporary or Seasonal to Part-Time or Full-Time

If your status changes from Temporary or Seasonal to Part-Time or Full-Time, you are considered hired on the date you become a Full-Time or Part-Time Employee for purposes of calculating eligibility for benefits that require a minimum term of employment.

All City paid benefits and earning/accrual of leave time cease immediately upon expiration of all earned leave time and/or removal from the current payroll.

Medical Insurance

The City provides medical insurance for Full-Time Employees, their spouse, and children. Medical coverage begins the first of the month following the first full month of employment. Children are covered until December 31 of the year in which they turn 19, unless this conflicts with Federal or State Law. Current Federal Law requires children to be covered until December 31 of the year in which they turn 26.

The City's plan year is currently April 1 through March 31. The City's open enrollment period occurs in February each year. During this enrollment period you can change your medical coverage (if applicable) or enroll in the medical plan of your choice if you have previously waived coverage. You may also waive medical coverage if you have coverage available through another source. Please keep in mind that the plan you select is the plan in which you will remain in until the next open enrollment period. At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of these programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during Open Enrollment.

The City complies with the Publicly Funded Health Insurance Act, also known as PA 152. PA 152 creates a "hard cap" on the amount a public employer may contribute to a medical benefit plan. In order to stay compliant, the City requires contributions towards your plan.

Continuation of Health Coverage

Federal law generally requires employers with 20 or more employees to give employees, spouses (including same-sex spouses) and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce and other life events. Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated, and information will be given pertaining to COBRA coverage at that time. For more information, see **Appendix C: City of Farmington COBRA Example Letter**.

Cash Payment-in-lieu-of-Medical

Employees may elect not to be included in the City provided medical insurance program if they are provided coverage through another source. An employee who elects not to receive health coverage through the City program shall receive a monthly cash payment for each full month that they are not included in the City medical coverage. Employees are paid on the first 2 pays of the month for any month during which medical insurance was not provided for the employee by the City.

It shall be the sole obligation and responsibility of the employee to weigh and evaluate his or her decision to be excluded from the City coverage under contract. The City shall not be liable for damages or reimbursement for medical hospitalization expenses incurred by the employee in the event that the employee's other elected insurance coverage is not sufficient or is not a duplication of the coverage offered by the City to the employee.

- Upon written notice of loss of insurance coverage through a source other than the City, the employee shall be entitled to enroll/re-enroll in the City's insurance program.

Dental Insurance

The City provides dental insurance for Full-Time Employees, their spouse, and children. Eligibility for dental insurance is determined in the same manner as medical insurance. Dental coverage begins the first of the month following the first full month of employment. Children are covered until December 31 of the year in which they turn 19, unless this conflicts with Federal or State Law. Dental insurance is 100% paid by the City.

Continuation of Health Coverage

Federal law generally requires employers with 20 or more employees to give employees, spouses (including same-sex spouses) and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce and other life events. Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated, and information will be given pertaining to COBRA coverage at that time. For more information, see **Appendix C: City of Farmington COBRA Example Letter**.

Optical Insurance

The City provides Full-Time Employees with the option to enroll in optical insurance. Eligibility for optical insurance is determined in the same manner as medical coverage. Optical coverage begins the first of the month following the first full month of employment. Optical insurance is 100% paid by the Employee through a pretax payroll deduction.

Continuation of Health Coverage

Federal law generally requires employers with 20 or more employees to give employees, spouses (including same-sex spouses) and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce and other life events. Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated, and information will be given pertaining to COBRA coverage at that time. For more information, see **Appendix C: City of Farmington COBRA Example Letter**.

Cafeteria-Flexible Spending Account (FSA)

The City provides all Full-Time Employees and all Professional Part-Time Employees with the option to enroll in a FSA Program. This program allows participating employees to be reimbursed with pre-tax dollars for medical premiums, health care, and dependent care expenses. This results in tax savings for participants in the program. Participation is voluntary and enrollment occurs in November of each year. The plan year runs January to December each year. Participants are able to roll over up to \$500 from the plan year to the next plan year, however the participant must enroll in the FSA for the next plan year for the \$500 to roll over.

Short Term Disability

The City provides all Full-Time Employees with Short Term Disability Insurance that pays 66% of the employee's base wages if they are unable to work for more than 2 weeks (10 regularly scheduled work days), due to a non-duty illness or injury. Coverage begins the 1st day following the injury and continues for 180 days. Employees are allowed to use their sick time and Gap Bank to raise earnings up to 100% of base wages. Short Term Disability is 100% paid by the City. Short Term Disability request forms can be obtained from your Department Head.

Long Term Disability

The City provides all Full-Time Employees with Long Term Disability Insurance that pays 66% of the employee's base wages if they are unable to work due to a non-duty illness or injury. Coverage begins the 181st day following the injury and continues through 2 years after the injury. Employees may not use their sick time and Gap Bank to raise earnings. Long Term Disability is 100% paid by the City. Please contact the Human Resources Coordinator to apply for Long Term Disability.

Workers Compensation

The City provides employees with Workers Compensation Insurance that pays benefits to the employee or employee's family in the event of an injury, disability, or death resulting from work related events. Workers Compensation is 100% paid by the City. When an injury occurs, a Report of Injury (form OCR 100) shall be filed by your Department Head.

AFLAC

The City provides Full-Time Employees with the option to enroll in several AFLAC programs including Accident, Cancer Care, Critical Care, and Personal Sickness. AFLAC premiums are 100% paid by the employee through a pretax payroll deduction. To obtain more information about the AFLAC programs offered by the City, please contact: Scott Davison at aj_benefits_inc@us.aflac.com

You may also contact the Human Resources Coordinator to obtain more information or to enroll.

Life Insurance

The City provides Full-Time Employees with term life insurance (double indemnity for accidental death of employee). Life insurance coverage begins on the date of employment. The insurance includes accidental death and dismemberment coverage as well. Life insurance is 100% paid by the City. Please contact the Human Resources Coordinator with any claim or beneficiary change information.

Deferred Compensation Plan (457 Plan)

The City provides all Full-Time and Professional Part-Time Employees with the option to participate in a tax advantaged deferred compensation 457 retirement plan through the International City/County Managers Association (ICMA). The 457 plan allows you to save for retirement on a pre-tax basis and operates similarly to a 401(k). An important difference between a 457 plan and a 401(k) plan is that there is no 10% penalty for withdrawals before the age of 59 ½. Contributions to the 457 plan are elective and are limited to an annual maximum amount.

To obtain more information about ICMA 457 plan offered by the City, please contact William R. Jordan, ICMA Retirement Specialist, at 1-866-328-4674. You may also contact the Human Resources Coordinator to obtain more information or to enroll.

Pension Plan

The City provides eligible full-time and professional Part-Time Employees with a pension upon retirement. There are several different types of pensions that are offered to the City's various employment groups. Please see **Appendix E: Administrative Officer and Non-Union Benefit Schedule**, your collective bargaining agreement, or your individual employment contract to determine which pension you may be eligible for.

Please contact the Human Resources Coordinator to obtain more information or to enroll.

Retiree Health Care

The City provides eligible employees with a retiree health care benefit upon retirement. There are several different types of retiree health care benefits that are offered to the City's various employment groups. Please see **Appendix E: Administrative Officer and Non-Union Benefit Schedule**, your collective bargaining agreement, or your individual employment agreement to determine which retiree health care benefit you are eligible for.

Please contact the Human Resources Coordinator to obtain more information or to enroll.

Education Reimbursement Program

The City will pay for or reimburse all Full-Time and Professional Part-Time Employees for educational courses and programs that are directly related to the employee's current assignments. Individual courses or programs must have advance approval of the Department Head and the City Manager. Courses must be completed with passing grades, if grades are given.

Reimbursement will be limited to tuition and fees paid by the employee, not including books or supplies that become the property of the employee. Transportation costs are not covered when participation is optional to the employee. Reasonable transportation costs will be reimbursed for courses or programs required by the city.

Maximum reimbursement per credit hour shall not exceed the average current cost for similar courses at five state universities: University of Michigan, Michigan State University, Wayne State University, Eastern Michigan University and Oakland University.

Reimbursement for tuition is limited to payment of a maximum of sixteen (16) credit hours (semester system) per employee, per fiscal year.

Reimbursement for Expenses Incurred in City Business

To be reimbursed for expenses incurred in City business you must adequately account for the expenses by providing documentary evidence (including such items as receipts) along with a statement of expenses in which you entered each expense at or near the time the expense was incurred. You must adequately account for the expenses within sixty (60) days after the expenses were incurred.

Reimbursement for Vehicle Usage

Authorized use of a privately owned vehicle for City business falls into two categories:

- Occasional drivers are to be reimbursed at the current IRS allowable rate per mile provided that an accumulated mileage report is submitted.
- Personnel required to have a vehicle available for use during business hours may receive a monthly allowance provided the allowance is included and approved in the annual City budget.

Reimbursement for Travel Expenses

Expenses incurred by City employees while traveling on City business (meetings, conferences, classes, etc.), will be reimbursed upon submission of a documented expense report.

Reimbursement for Business Meeting Expenses

It may be necessary for the City Manager, Assistant to the City Manager, or Economic and Community Development Director to host prospective developers or businesses as a means to attract them to Farmington. Reimbursement expenses shall include a detailed receipt of expenses identifying meals, beverages, and any gratuities.

Vacation, Sick Time, and Other Leave

This section describes in general terms the vacation, sick time, and other leave benefits provided by the City.

For Administrative Officers and non-union employees, the specific benefit levels provided are described in **Appendix E: Administrative Officer and Non-Union Benefit Schedule**. For employees covered by a collective bargaining agreement or an individual employment contract, the specific benefit levels provided are described in the collective bargaining agreement or individual employment contract. Specific benefit levels can also be found on the City's Online Benefit Portal at www.HRConnections.com.

Professional Part-Time Employees receive the same vacation, sick time and other leave benefits that Full-Time Employees receive, but are prorated based on their full-time equivalent status. Full-time equivalent status is defined as the number of hours the professional part-time employee has been hired to work on a regular basis, divided by the number of hours for a full time employee.

Part-Time Employees (excluding Professional Part-Time), Temporary, and Seasonal Employees are not eligible for vacation, sick time, and other leave benefits.

Change of Status from Temporary or Seasonal to Part-Time or Full-Time

If your status changes from Temporary or Seasonal to Professional Part-Time or Full-Time, you are considered hired on the date you become a Full-Time or Part-Time employee for purposes of calculating eligibility for benefits that require a minimum term of employment.

General Provisions of Vacation, Sick Time, and Other Leave

While absent from work on vacation, sick time, and other leave, an employee receives all pay, allowances and other benefits just as though the employee were working a regular shift.

Vacation and sick time benefits are computed based on consecutive service. Consecutive Service for the purpose of administration of this provision means employment uninterrupted by resignation or termination of employment, unless otherwise approved by the City Manager.

Vacation and sick time benefits do not accrue during an absence without leave.

Requests for vacation, sick time, and other leaves should be made on the prescribed form, and whenever possible, far enough in advance to permit approval. However, when an employee is unable to file a request in time for approval, the employee may still be granted a leave with pay.

A continuing balance of each employee's vacation, sick time, and personal leave will be kept on the employee's payroll record maintained by the Office of the City Treasurer.

Vacation

The City recognizes the importance of vacation time in providing rest, recreation and personal enrichment. Therefore, the City provides a vacation benefit to all Full-Time and Professional Part-Time Employees. The vacation benefit, including policies, procedures, and administration vary amongst the City's collective bargaining units, individuals with employment contracts, and non-union employees.

Probationary Period

New employees are not eligible to take vacation leave until completing at least six months of employment or upon receiving prior approval from their Department Head.

Carryover

An employee loses any vacation time in excess of five (5) days not taken by July 1st of each year. Only five (5) days can be carried over to the following year without the approval of the employee's immediate supervisor and the City Manager, except for new employees who will be allowed to carry forward any unused balance the first year only. An employee is not paid for vacation time lost. All vacation requests must be approved by the appropriate Department Head.

Payout of Credited and Accrued Vacation Time at Termination

Employees are entitled to a payout of vacation time in any of the following instances:

- Any regular employee who has given proper notice (10 working days) regarding termination of employment with the City is entitled to regular pay for any credited and accrued vacation time as of the date of separation.
- Any regular employee who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action is paid for credited and accrued vacation time.

Employees are not entitled to vacation pay if any of the following applies:

- If an employee separates from the City by reason of absence without leave.
- If an employee fails to give at least ten (10) working days notice in advance of termination date.
- If a probationary employee leaves the employ of the City before completing the probationary period.

Questions of eligibility should be referred to the Human Resources Coordinator

Holidays and Vacation Benefit

Holidays that fall within an approved vacation period are either taken as an extension of the vacation leave then in progress or held over to be taken at another time that same fiscal year. You, however, should designate and have approved the way in which this vacation time is to be used before starting vacation.

Compensatory Time and Vacation Benefit

Compensatory Time may be taken in conjunction with a vacation leave, but only with the prior approval of the Department Head. Requests for said use of compensatory time shall be made at the time the vacation request is made.

Bonus Vacation

Each regular employee who, during a full fiscal year uses no more than:

- Three (3) sick leave days receives three (3) bonus vacation days in the following fiscal year.
- Four (4) sick leave days receives two (2) bonus vacation days in the following fiscal year.
- Five (5) sick leave days receives one (1) bonus vacation day in the following fiscal year.

Sick Leave

Eligibility

Sick leave benefits are granted to all Full-Time and Professional Part-Time Employees by the City. Sick leave should not be considered a privilege, which you may use at your discretion, but will be allowed only in case of necessity and actual illness or disability of you or a member of your immediate family for whom you are a care provider. Immediate family includes spouses, domestic partners, children, parents, parents-in-law, brothers or sisters, and brothers-in-law or sisters-in-law. Excessive absenteeism or tardiness can result in discipline, up to and including termination of employment. (See also the section on Family and Medical Leave for extended leave situations.)

After all sick leave is used, you may elect to use vacation leave or compensatory time, credited or accrued, for sick leave.

When you receive your last check for sickness or disability, you will be placed on leave without pay for a period not to exceed 3 years, or your seniority, whichever is less. If, at the end of that time, you are still unable to return to work, your employment shall be terminated. You shall be eligible for reemployment provided that you have completely recovered and have a doctor's statement to that effect, subject to a City physical examination and approval, and provided further that a position is available in accordance with your employment classification.

Notification Procedures

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor or Department Head as soon as you are aware that you will be late or unable to report to work, but not later than one (1) hour before the starting time of your particular work day. You must also provide daily updates thereafter, if required by your Department Head. Leaving a voicemail or message with another staff member does not qualify as notifying your immediate supervisor or Department Head.

When your absence is due to illness, the City reserves the right to require appropriate medical documentation. Such documentation need only include your name, the date and time you were seen, and if applicable, a specific instruction regarding your incapacity to perform your job. Abuse of the sick leave privilege, or falsification of illness or disability reports, will result in disciplinary action up to and including discharge.

A certification of illness or injury from a physician of the City Manager's choosing may be required by the City as evidence of illness or disability before compensation for the period of illness or disability is allowed and may, at the City Manager's discretion, be required if the illness or disability exceeds three (3) working days.

Sick leave will not be allowed when your absence is due to the use of narcotics or intoxicants, or due to willful misconduct. If you become ill or are injured while self-employed or working for another employer, you may draw upon your sick leave. However, if the injury or illness is compensable under the Worker's Compensation Act, the sick leave benefit is reduced by the amount of your Worker's Compensation benefit.

If you are absent because of a non-work related accident or you are absent for longer than ten (10) days due to illness, compensation may be paid under the benefits of the City's short-term disability plan, provided you are eligible for that plan.

Annual Posting of Sick Leave

- Full-time Regular Employees shall be credited with twelve (12) sick leave days each July 1st.
- Professional Part-Time Employees shall be credited with a proration of 12 sick days each July 1st based on their full-time equivalent status.

Posting of Sick Leave in Year of Hire

- In year of hire, sick leave will be granted for an employee's first full month of hire through June 30th. For example, a November 15th hire date would earn 7 months x 1 day = 7 sick leave days.

Year End Payout and Transfer of Unused Sick Leave

- As of June 30th of each year, employees shall be compensated for twenty-five percent (25%) of their unused sick leave balance at their hourly rate on June 30th. Unused sick leave is paid out on the 2nd pay of July.
- The remaining unused sick leave hours shall be transferred to the employees Gap Bank.
- The unused sick leave payout is calculated based on the sick leave granted to the employee, less the amount taken as actual sick time. Other items that may affect the sick leave balance, such as personal days, emergency leave, etc. are not taken into account when calculating the sick leave payout. They reduce the number of hours transferred to the GAP Bank.

Gap Bank

The Gap Bank is a long term leave bank that can only be used for the following purposes:

- A disability supplement for short-term or duty disability. The Gap Bank may not be used for a disability supplement for long-term disability.
- Family Medical Leave, with the following limitations:
 1. No more than two consecutive weeks (10 business days) of Gap Bank leave can be used for husband to care for wife and bond with newborn.
 2. No more than four consecutive weeks (20 business days) of Gap Bank leave can be used to care for a family member.

There shall be no payout from accrued Gap Bank at employee's separation from employment.

Exhaustion of Leave

If you have exhausted all of your accrued sick leave and Gap Bank you may elect to have additional lost time charged against and deducted from your earned vacation leave and/or compensatory time rather than receive a loss of pay for such additional time lost.

Personal Leave

Full time and Professional Part-Time Employees are entitled to personal leave days each fiscal year as provided by an applicable employment contract, collective bargaining agreement or benefit schedule. The leave will be charged against the Gap Bank; or, if the balance in the Gap Bank is not sufficient, sick leave. Use of personal leave will not count against bonus vacation. Personal leave days may not be carried over to the next fiscal year.

The employee must notify his/her immediate supervisor prior to taking a personal leave day.

Duty Disability Leave

"Duty Disability Leave" is a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City, covered by Michigan Worker's Compensation Act. Use of Duty Disability Leave is charged concurrently with the allowances of leave under the Family Medical Leave Act (FMLA).

In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his immediate supervisor and take such first-aid treatment as may be recommended, or waive such first-aid in writing.

During any period of compensable injury under this Article:

- The City shall compensate the employee at the rate of 100% of the employee's regular biweekly gross pay through the regular payroll system, as limited herein.
- As soon as practicable following processing of any claim for state Workers Compensation benefits and initial payment of such benefits, the City will calculate the difference between the Workers Compensation payments and one-hundred percent (100%) of the employee's gross pay during the period of the compensable injury. Said difference will be referred to as the duty disability supplement.

- The difference between the duty disability supplement and 100% of the employee's gross pay paid to the employee shall be reimbursed to the City immediately following Workers Compensation claim processing and initial payment of Workers Compensation benefits. Thereafter, the City will pay the employee only the duty disability supplement through the regular payroll process.
- The duty disability supplement shall be deducted from the employee's Gap Bank, then sick leave, then any other leave time off.
- The supplement may continue no longer than the employee has leave time to cover said supplemental pay.
- Failure to comply with Workers Compensation rules and regulations and/or provisions of this Article (i.e., timely reimbursement to the City as outlined above) will result in employee's loss of entitlement to and/or immediate suspension of the 100% of gross pay compensation from the City and/or loss of entitlement to the duty disability supplement.
- Employees on duty disability leave shall not accrue sick leave.
- Employees on duty disability leave shall continue to receive health care benefits provided for in this contract (if eligible) for a period not to exceed two (2) years after incurring the compensable illness or injury.
- Before permitting an employee to return to work following a Duty Disability Leave, the City reserves the right to request a medical evaluation by a physician of the City's choosing, as allowable by law.

Emergency Leave

In the case of serious illness in the immediate family, a Full-Time or Professional Part-Time employee may be granted a leave of absence with pay for a period not to exceed the benefit provided by an applicable employment contract, collective bargaining agreement or benefit schedule upon the recommendation of the immediate supervisor and approval of the City Manager. Immediate family includes spouses, domestic partners, children, parents, parents-in-law, brothers or sisters, and brothers-in-law or sisters-in-law. Your Department Head may request evidence of the emergency.

Emergency leave is chargeable to Gap Bank and then sick leave, and in the case of a probationary employee or an employee who does not have accumulated sick leave, emergency leave may be granted as an advance against sick leave accumulation upon the approval of the City Manager. Emergency leave charged against Gap bank or sick leave will count against bonus vacation.

Bereavement Leave

You may receive up to three (3) days of paid time off in the event of the death of a member of your immediate family. Immediate family includes spouses, domestic partners, children, parents, and parents-in-law. You may receive up to three (3) days of paid leave in the event of the death of an extended family member. Extended family includes brothers or sisters, brothers-in-law or sisters-in-law, grandparents, aunts and uncles, and other more distant relatives. The amount of days that may be granted is at the discretion of the Department Head. Factors the Department Head uses when considering the number of days to be granted include whether services are in town or out, the level of your involvement in planning funeral arrangements, and your expressed closeness to the deceased.

Bereavement leave is not chargeable to Gap Bank or Sick Leave nor is it considered in calculating bonus vacation. Should a death in the immediate family occur while an employee is on a scheduled vacation leave, he/she shall be eligible to receive these benefits provided that the City is notified prior to the date of the funeral.

Upon approval of the Department Head and City Manager, an employee may be granted leave with pay, to attend the funeral of other close relatives. The time will be charged against Gap Bank or Sick Leave.

Educational Leave

The City Manager may authorize educational leave with or without pay for regular employees when determined to be in the best interest of the City. In such cases where educational leave is granted with pay, the employee shall be required, upon mutual agreement, to return to the City employment for a specified period of time after completion of the educational leave.

Military Service Leave

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as service members. Such regular military training leave shall not exceed a period of two (2) weeks [ten (10) regularly scheduled working days] in any one calendar year. Service members must provide advance written or verbal notice to the City for all military duty, unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances. In addition, employees may, but are not required to, use vacation, compensatory time, or personal days while performing military duty.

Family and Medical Leave

The federal Family and Medical Leave Act (FMLA) allows certain employees to take up to 12 weeks of unpaid leave per year for the serious health condition of the employee or an immediate family member, or for childbirth or adoption. An employee who assumes the role of caring for a child is also entitled to receive parental rights to family leave, regardless of the legal or biological relationship. Either day-to-day care or financial support may establish a parental relationship when the employee intends to assume the responsibilities of a parent with regard to a child.

To take FMLA leave, you must provide the City with appropriate notice. If you know in advance that you will need FMLA leave, you must notify the Human Resources Coordinator at least 30 days in advance. If you learn of your need for leave less than 30 days in advance, you must give notice as soon as you can (generally either the day you learn of the need or the next work day). When you need FMLA leave unexpectedly (for example, if a family member is injured in an accident), you must inform the Human Resources Coordinator as soon as you can.

Employees requesting leave for their own or a covered family member's serious health condition will be required to provide medical certification to substantiate their leave request. The City reserves the right to have an employee or covered family member examined by a health care provider of its choice for a second opinion at any time, at the City's expense. The City may also request 30 day periodic reports from the employee's health care provider, or the health care provider of a covered family member.

Family Medical Leave is unpaid, unless the employee has available paid leave time to use. Employees are expected to exhaust all paid leave while taking Family Medical Leave, prior to

taking unpaid Family Medical Leave. Family Medical Leave time will run concurrent with Workers' Compensation Leave, and/or use of paid leave during eligibility for FMLA leave. Paid and unpaid leave pursuant to the FMLA will be counted against the employee's FMLA entitlement where the employee is FMLA eligible.

In circumstances where the employee does not request FMLA leave, the City may deem an employee's absence to be Family Medical Leave where appropriate.

If an employee has been granted or has accrued paid leave of less than twelve (12) weeks, the employee shall use paid leave first and take the remainder of the twelve weeks as unpaid leave. The twelve (12) month period for Family Medical Leave will be counted from the first day of the twelve (12) month period measured forward from the first date an employee takes FMLA leave. The next twelve (12) month period will begin the first time FMLA leave is taken after completion of the prior twelve (12) month period.

Employees returning to work from Family Medical Leave for their own serious health condition may be required to provide certification from his or her health care provider stating that he or she is able to return to work and perform the essential functions of his or her job, with or without reasonable accommodation.

The Human Resources Coordinator will guide you in completing appropriate forms for the leave.

For additional information, see **Appendix B: the Employee Rights Under the Family and Medical Leave Act (FMLA) Notice.**

Military Caregiver Leave

The FMLA also allows an eligible employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces, National Guard or Reserves or of certain recent veterans with a serious illness or injury, up to 26 weeks of unpaid leave within a 12-month period to care for the injured or ill service member or veteran. A "serious illness or injury" is generally an injury or illness incurred by the covered service member in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating.

An eligible employee is entitled to a combined total of 26 workweeks of military caregiver leave and leave for any other FMLA-qualifying reason in a single 12-month period, provided that the employee may not take more than 12 weeks of leave for any other FMLA-qualifying reason during this period. (For example, in the single 12-month period an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks of leave to care for a newborn child and 10 weeks of military caregiver leave.) Generally, you must give the City at least 30 days' notice before the commencement of any military caregiver leave.

If an employee has been granted or has accrued paid leave of less than twenty-six (26) weeks, the employee shall use paid leave first and take the remainder of the twelve weeks as unpaid leave.

Qualifying (Military) Exigency Leave

The FMLA also provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces. ("Covered active duty" for members of a regular

component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. "Covered active duty" for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.) The leave may also be extended to the family members of certain retired military. This leave may be used to take care of such things as child care or financial and legal arrangements necessitated by the deployment of the family member.

If an employee has been granted or has accrued paid leave of less than twelve (12) weeks, the employee shall use paid leave first and take the remainder of the twelve weeks as unpaid leave.

Maternity and Pregnancy Leave

Whenever an employee becomes aware of her pregnancy, and in no event later than the end of the third month of pregnancy, she shall furnish the Department Head with a certificate from her physician stating the approximate date of delivery, the date that she may continue on full duty, and the length of time she may continue to work. Thereafter, upon request of the Department Head, she shall furnish an additional certificate containing like information every thirty (30) to forty-five (45) days.

Employees who are unable to work full duty due to pregnancy shall be required to produce medical certification as to their inability to work and may be eligible to apply for Short Term Disability coverage. Employees shall be entitled to receive any additional benefits as may be provided under State and Federal statutes. Pregnancy shall be considered an illness under the Sick Leave and Gap Bank provisions of this Administrative Manual.

An employee shall return to work upon receiving written approval of her physician.

Jury Duty

The City encourages employees to fulfill their civic duties. To that end, Full-Time and Professional Part-Time employees will be allowed leave to serve on a jury, if summoned. We request that you bring in a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The City will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time you will be considered on a leave of absence. The City will pay each employee for time actually lost from scheduled work hours (exclusive of shift differential and other work premium) less jury fees received for such days. When an employee is required to serve on a jury, he/she will be excused from regular duties on the days he/she is required to appear, and does appear, in court. On such days during which attendance in court is unnecessary, the employee will be required to work all scheduled hours. An employee serving on a jury will be entitled to continue to participate in insurance and other benefits as if they were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

Leave of Absence Without Pay

Full-Time and Professional Part-Time Employees may be granted leaves of absence without pay for justifiable reasons. Extensions may be granted, in writing, by the City Manager when proper justification is shown.

All requests for leave shall be in writing and well in advance.

Employees granted a leave of absence without pay shall not receive any compensation for holidays during the leave. Employees are not eligible for benefits during the leave. Employees will not be granted or will not accrue leave time during the leave.

Seniority shall accumulate during approved leaves. Employees shall be reinstated in their former positions upon the expiration of leave. Should employees fail to report within three (3) days after a leave of absence, such failure may be cause for dismissal.

Suspension of Leaves

The leaves provided for herein may be temporarily suspended during any period of emergency declared by the City Manager and/or the Mayor.

Holiday Paid Time Off

Full-Time Employees are entitled to the following paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Typically, whenever any of the holidays listed above is on a Saturday, the preceding Friday shall be observed as the holiday, unless the employee is regularly scheduled to work on Saturday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday, unless the employee is regularly scheduled to work on Sunday. However, at the discretion of the City Manager, such days may be scheduled otherwise.

Eligible employees shall receive one (1) day's pay for each holiday listed above on which they are not required to report for work. An employee shall be eligible for holiday pay if he/she works both the last scheduled day prior to the holiday and the next scheduled workday following the holiday, unless he/she has an excused absence with pay or is on vacation leave.

Employees will be paid for holidays in instances where their immediate supervisor has authorized emergency time off.

Part-Time Employees, Temporary, and Seasonal Employees are not eligible for holiday paid time off.

Employees are not eligible for Holidays or any other leave during an absence without leave.

Holiday Pay

All Employees (except for Farmington Civic Theater employees) working on any of the holidays listed under Holiday Paid Time Off shall receive holiday pay, plus the regular overtime rate of one and one-half (1.5) times the regular hourly rate [total hourly rate for working on a holiday, including holiday pay and overtime, not to exceed two and one-half (2.5) times the regular hourly rate].

Farmington Civic Theater employees will receive holiday pay at the rate of one and one-half (1.5) times the regular hourly rate on the following holidays only: New Year's Day, Labor Day, Memorial Day, Thanksgiving Day, and Christmas Day.

Appendix A: Standard Practice Guide – Farmington Hills IT Department

Policy Number 2.02	Subject: Information Systems
Revised: 12/05/13 Issued: 06/01/98	Page: 1 of 8
Intent: To provide a policy for use of City Information Systems.	
Applies to: All employees and users.	

Objective

The City has the obligation to ensure that its computer resources are used properly and within the guidelines established by the City. In pursuit of that goal, the City reserves the right to monitor the system for signs of illegal or unauthorized activity, which may include periodic review of the computer system and the policies that govern its use.

The City recognizes that information is an asset, and will establish security measures and assign responsibilities to protect it from loss, theft, and unauthorized modification or disclosure including that which is protected by the Health Insurance Portability and Accountability Act (HIPAA). All security measures will conform to City policies and applicable federal and state laws.

Scope

The Information Systems Policy applies to users and all city-owned equipment, programs, and information. For the purpose of this policy 'User' will be defined as a full-time, part-time, temporary, volunteer or contract employee with access rights to the computer network and computer equipment.

The Information Technology Task Force will maintain and update the policy and distribute to all users.

Responsibilities

All users are responsible for safeguarding information and the physical assets that store this information. Users are responsible for using computing resources in an effective and lawful manner, consistent with the provisions of this policy. Some users have access to electronic Protected Health Information (ePHI). All such employees shall be trained on proper ePHI security.

All users understand that there is no right to privacy associated with the City's computer equipment, the Internet, electronic mail, or any other communications devices. In this regard, the City has the right to monitor all communications, retain records of all communications, and use all communications, as permitted by law.

Computer Access

Supervisors are responsible for completing the Employee Registration/Termination Information Form upon the hiring or termination of a user. The completed form will be submitted to the Department of Central Services. Upon termination of employment, all system access (including ePHI) shall be terminated. Additionally, Department Heads and Supervisors will be responsible

to ensure termination of employee access in the event of a change in status (i.e. promotion, department transfer, etc.)

Compliance

Users will comply with all sections of this policy. Violations of this policy shall be reported to the Department Head and the Director of Human Resources. Violations may result in restrictions to access of city owned equipment, programs and information. Violations may result in disciplinary action up to and including termination of employment or criminal prosecution as determined by the city.

Security

Physical Security

Department Heads and Supervisors will be responsible for all hardware assigned to their department. The Department of Central Services will protect all hardware not assigned to a particular department. All data including disks, tapes, data, etc. will be stored in a secured and/or locked environment. Data may not be removed from city premises without permission of a Supervisor. Department Supervisors will require employees to utilize screen savers approved by Central Services and passwords to secure network systems.

Screen saver wait time guidelines are as follows:

Wait time will be set to a maximum of 15 minutes.

Computers located in close proximity to the public: 1 to 3 minutes.

Computers located in-groups of co-workers: 3 to 5 minutes.

Computers located in private offices: 5 to 10 minutes.

Departments whose employees, store, access transmit or receive electronic Protected Health Information (ePHI) will review all systems and applications with ePHI for which they are responsible and evaluate their vulnerabilities to threats. Analysis must be done to determine what technical, physical and administrative safeguards are required and how best to implement those safeguards. Such safeguards shall include but not be limited to periodic review of records to ensure that there have been no security compromises.

Network Security

The Department of Central Services will assess risks to information from network, remote, and Internet connections and will implement effective measures to protect the City's information. All users will be granted their own user account on the City of Farmington Hills network. Users must select a secure password and will not divulge that password to anyone, except upon order of the Department Supervisor. The Department of Central Services will determine at what interval passwords will be changed.

Software Security

Commercial software will be used in accordance with licensing agreements and copyright law. Noncommercial and personal commercial software will not be installed on computers unless previously approved in writing by the Central Services Department. Users will not download software from the Internet without the permission of the Department of Central Services.

Security Awareness

Department Directors and Supervisors will ensure that all users in their department are aware of and comply with the security measures. The Department of Central Services may provide security-awareness training for employees.

All employees shall immediately report incidents that may involve loss of, improper disclosure of, or improper access to ePHI (for example the loss or theft of a computer, thumb drive, or a smart phone containing ePHI, or an electronic intrusion to a computer storing ePHI).

Employees should remain vigilant in their attention to information security and mitigate potential incidents in a timely manner. Employees should notify a Department Director or Supervisor if he or she notices a computer is rebooting by itself, suddenly slowing dramatically, or showing any other unusual behavior signifying a potential breach.

Data Security

All data files such as Word documents, Excel spreadsheets, PowerPoint presentations etc... will be saved on the network (K: or L:) drive. Data left on local computer (C:,D:,E: etc...) drive is accessible to other users or intruders, is not backed up and therefore susceptible to loss when equipment fails.

Logout Security

If the user is leaving for more than 45 minutes, it is recommended, to close all files and applications, or logout and power off the equipment. At the end of the day (or shift) the user shall logout and power off the equipment. All employees with access to ePHI shall have computers that automatically log off after 10 minutes of inactivity.

Health Insurance Portability and Accountability Act (HIPPA) Statement

The standards for protecting patient health information are described in the federal law known as the Health Insurance Portability and Accountability Act (HIPPA). The City's IS policies are designed to ensure the appropriate security of all patient health information in compliance with the law.

Department Heads and Supervisors shall be responsible for assuring that any employee in their department with ePHI access understands the IS policy and HIPPA implications.

City employees who access ePHI information via city issued mobile devices should take great care in exercising discretion and are subject to the same sanctions of this IS policy. Mobile devices containing ePHI should also be password protected. Laptops and other electronic devices containing ePHI should not be left unlocked and unattended. Questions regarding this section of the IS policy may be directed to the Human Resources Director.

Disaster Contingency Plan

The Department of Central Services will maintain a disaster contingency plan. All mission-critical information will be backed up daily and a full backup of each file server will be stored off site. Off site storage of backups is the responsibility of the locations Director or Manager.

Safe handling of backup media

Backup media such as backup tapes, diskettes or CD's are susceptible to extreme heat and extreme cold, finger oils and salts, and magnetic or electromagnetic hazards.

Examples of extreme heat are automobiles in the summer or in direct sunlight at home or in the office.

An example of extreme cold is an automobile in the winter.

Examples of magnetic or electromagnetic hazards are vacuum cleaners, telephones, speakers, counter devices at check out lines used to clear security tags on items purchased.

Examples of finger oils or salts are touching the inside of a tape or diskette and the bottom side of a CD.

Backup media should not be left in vehicles even for a short time or they will melt or freeze. Backup media should not be left in purses or brief cases on the floor where a vacuum cleaner may be used or set on the counter at a check out line.

Personal Use of Equipment

Information, equipment and resources will be used for business purposes only, it being understood that the City's computers, computer network, and computer resources may not be used for personal purposes without the explicit permission of the Department Head.

Prohibited

It is not possible to list all behaviors that are prohibited or considered to be unacceptable. This list is representative of the types of activities and is not intended to be comprehensive.

- Use of a computer account or the City's network in a manner which violate federal, state or local laws or City policy,
- Transfer or use of copy written materials through the City's computer resources, without the explicit consent of the owner,
- Harassment of another user via computer and/or network facilities,
- Taking or altering another's work without permission,
- Attempting to gain another user's password or log on as another user,
- Permitting use of an assigned account by another person,
- Use of an account for commercial purposes,
- Physical abuse of the City's computer equipment.
- Accessing ePHI on non City issued devices.

Regulations on the Use of Information Systems

All electronic communications and data maintained by the Department of Central Services personnel are protected by security systems requiring passwords. A different password is assigned to each individual who accesses the City of Farmington Hills computer system. Any misuse or disclosure of a person's password is a breach of the security of the City's computer system, and subjects the employee to disciplinary action up to and including termination. Additionally, any attempt to defeat the password system is an act of misconduct.

The City of Farmington Hills will install anti virus software on all of its computer systems to prevent inadvertent or malicious viruses from infecting the City's individual computers or computer network, and all users will be required to use it. Users are prohibited from tampering with or disabling any virus protection software. All diskettes, CDs, tapes or other media that are inserted in the City's computers must first be scanned for viruses by Central Services, or a designated departmental/division representative trained by Central Services.

Users will not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, whether on the City of Farmington Hills premises or elsewhere, or develop or retain programs for that purpose, without the authorization of the Department of Central Services. Reasonable file copying (e.g., in backups) and password changes are permitted among the routine tasks of the Information Technology personnel.

Users will not represent themselves electronically as others, either on the City of Farmington Hills premises or elsewhere, unless explicitly authorized to do so. Such authorization of one user by another user must not circumvent established, system- specific policies defining eligibility for resource access, and must be approved by a Supervisor.

Users will not intentionally develop or retain programs that harass other users, either on the City of Farmington Hills premises or elsewhere.

Users will not obstruct or disrupt the use of any computing system or network by another person or entity, either on the City of Farmington Hills premises or elsewhere.

Users must respect the integrity of computing systems and networks, both on the City of Farmington Hills premises and at all sites reachable by the City's external network connections.

Users will not attempt to alter without proper authorization from the Information Technology personnel, or damage, either the hardware or the software components of a computing system or network, either on the City of Farmington Hills premises or elsewhere.

Where possible, users will be provided systematic means (e.g., through computing advisory committees, or Administrators) to advance suggestions and criticisms concerning the priorities and their implementation. Appropriate avenues for complaints concerning services provided by Information Technology will also be provided.

The Department Central Services reserves the right to inspect any and all files stored in private areas of the network to assure compliance with the policy.

Users are responsible to inquire about the permissibility of external network uses, prior to execution. Such questions should be directed to the appropriate Department of Central Services personnel.

Electronic Mail (E-Mail)

General usage

E-mail is provided by the City of Farmington Hills for employees for the sole purpose of conducting City business. All employees are to use E-mail as they would any other type of official City communications tool. This means that when any E-mail is transmitted, both the reader and sender should consider if the communication falls within the established guidelines. These guidelines include, but are not limited to, ensuring that the communication is not perceived to be inappropriate or offensive. Users will assume that any unencrypted E-mail message could be made available to the public. Usage of E-mail to distribute system wide messages will be reviewed in advance by the Department Head.

The City will disclose any electronic message as required by law or its own discretion.

E-mail may be reviewed without the permission of the user. However, any internal disclosure without the consent of the employee who sent the message should be limited to those employees who have need for access to the information.

The City will disclose any electronic mail message to law enforcement officials if legally required. The City will give notice of such disclosure to users who have sent or received such messages unless the City believes that it may have been a victim of a crime or has a legal obligation not to do so.

Electronic Mail may be monitored.

When under legal obligation, the Director of Central Services will review requests for access to the contents of electronic mail without the consent of a sender/ recipient.

Prohibited use of Electronic Mail (E-Mail)

It is not possible to list all behaviors that are prohibited or considered to be unacceptable. This list is representative of the types of prohibited activities and is not intended to be comprehensive.

- Use of the electronic mail system to send chain letters.
- Use of the electronic mail system to send copies of documents in violation of copyright laws.
- Use of the electronic mail that would compromise the integrity of the City and its business in any way.
- Use of the electronic mail system for "moonlighting" job searches, or the advertisement of personal business.
- Use of the electronic mail system to send messages containing offensive, abusive, threatening, harassing depictions, or language inappropriate for the organization.
- Use of the electronic mail system and/or computer systems for purposes of obtaining access to the files or communications of others without a legitimate reason, and without authorization. All files on the network are the property of the City of Farmington Hills.

Retention of Electronic Mail messages

Messages will be automatically deleted from the mailbox after (30) days. If a message is to be retained it must be transferred to a personal or shared folder.

Messages that have been deleted by the user or moved to the trash by the user will be automatically deleted after (7) days. Employees that will not access the e-mail system for over 30 days must contact the Department of Central Services in advance to make alternate access arrangements.

Any ePHI that is sent to outside entities via the City's email should be sent as a password protected file where the password is sent in a separate email or by phone and include the following disclaimer reminding the receiver of the duty to protect the ePHI as required by law.

ePHI Disclaimer

Note: The documents accompanying this (email) contain confidential information that may be legally privileged and protected by federal and state law. This information is intended for use only by the entity or individual to whom it is addressed. The authorized recipient is obligated to maintain the information in a safe, secure, and confidential manner. The authorized recipient is prohibited from using this information for purposes other than intended, prohibited from disclosing this information to any other party unless required to do so by law or regulation, and is required to destroy the information after its stated need has been fulfilled. If you are in possession of this protected health information, and are not the intended recipient, you are hereby notified that any improper disclosure, copying, or distribution of the contents of this information is strictly prohibited. Please notify the owner of this information immediately and arrange for its return or destruction.

Internet Access

The City will provide Internet access to eligible employees to enhance their ability to research materials, increase productivity and provide opportunities for professional growth. Access to the internet is subject to the following regulations:

The use of the Internet is a privilege granted to enhance the ability of the user, to research materials, increase productivity and provide opportunities for professional growth. All computers and information on computers belong to the City of Farmington Hills. Improper use of Internet access could result in the cancellation of Internet privileges. Notwithstanding any statement herein, or in any other policy or in any verbal statements, the City has the sole discretion to grant, transfer, extend suspend, or cancel Internet access at any time.

The only persons who may access the Internet through the City of Farmington Hills equipment are City employees and such other persons as the City may specifically authorize. The City reserves the right to access and disclose, for any purpose, the contents of any Internet messages sent to and from the City's computer equipment including electronic mail. All users, including City employees, using the Internet waive any right to privacy in such messages, and consent to being accessed and disclosed to City personnel.

Internet Users will treat the Internet as a formal communications tool just as the telephone, video and written communications. Due to the numerous security risk factors involved in the City's network being exposed to the Internet, at no time will users be authorized to use the Internet for personal reasons. The Internet may only be used for City business.

Electronic mail messages and other transfers of information via the Internet are presently not secure. When using credit cards online ensure the website is secure, by looking for HTTPS in the address bar and the lock symbol on your web browser that signifies that the transaction is secure.

Employees are encouraged to use the Internet as necessary to perform their job.

Users will not share their password with anyone. Only the Department of Central Services should have the passwords. An assigned password can not be changed unless requested by the Department of Central Services.

Users will learn the etiquette and protocol of the Internet on electronic mail and bulletin board services.

Users will not engage in illegal copying of copyright protected works, or making available copies of such works. Users are responsible for complying with copyright and licensing agreements that may apply to files, documents and software they wish to download. Users must obtain approval from the Department of Central Services before downloading any licensed materials.

Users who place any information on the Internet are, in effect, publishing such information on the City's behalf. Consequently, only personnel authorized in writing by the Department of Central Services and the appropriate Department Head or designee may engage in any such publishing activity

Users must remember that all activities from a City account will be perceived as activities authorized by the City. Users may not send, post or receive messages that contain abusive or objectionable language, that defame or libel others, or that infringe on the privacy rights of others. Users will not view, download, copy, send, post or access information that is abusive, illegal or obscene. Users will not use the Internet in any way that would congest the network or interfere with the work of others, including the sending and posting of messages that are intended or likely to result in the loss of the recipient's work or systems.

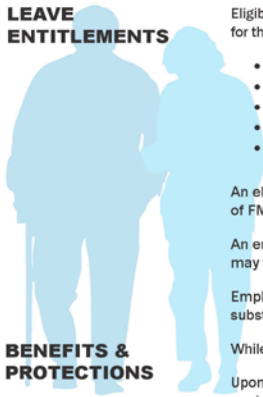
The City makes no warranties of any kind, whether express or implied, for the Internet services provided. The City denies any responsibility for the accuracy or quality of information obtained through electronic communications, and will not be responsible for any damages suffered by any user.

Appendix B: Family and Medical Leave Notice

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



Appendix C: COBRA Example Letter

IMPORTANT INFORMATION: COBRA Continuation Coverage and other Health Coverage Alternatives

Xxx 1, 20xx

Xxxx Xxxx
29680 Xxxx
Xxxxx, MI 48XXX

Dear Mr. Xxxx,

This notice has important information about your right to continue your health care coverage in the City of Farmington Health Care Plan (the Plan), as well as other health coverage options that may be available to you, including coverage through the Health Insurance Marketplace at www.HealthCare.gov or call 1-800-318-2596. You may be able to get coverage through the Health Insurance Marketplace that costs less than COBRA continuation coverage. Please read the information in this notice very carefully before you make your decision. If you choose to elect COBRA continuation coverage, you should use the election form provided later in this notice.

Why am I getting this notice?

You're getting this notice because your coverage under the Plan end(ed/s) on 4/30/15 due to:

- | | |
|--|---|
| <input type="checkbox"/> End of employment | <input type="checkbox"/> Reduction in hours of employment |
| <input type="checkbox"/> Death of employee | <input type="checkbox"/> Divorce or legal separation |
| <input type="checkbox"/> Entitlement to Medicare | <input type="checkbox"/> Loss of dependent child status |
| <input type="checkbox"/> Loss of Eligibility | |

Federal law requires that most group health plans (including this Plan) give employees and their families the opportunity to continue their health care coverage through COBRA continuation coverage when there's a "qualifying event" that would result in a loss of coverage under an employer's plan.

What's COBRA continuation coverage?

COBRA continuation coverage is the same coverage that the Plan gives to other participants or beneficiaries who aren't getting continuation coverage. Each "qualified beneficiary" (described below) who elects COBRA continuation coverage will have the same rights under the Plan as other participants or beneficiaries covered under the Plan.

Who are the qualified beneficiaries?

Each person ("qualified beneficiary") in the category(ies) checked below can elect COBRA continuation coverage:

Employee or former employee

Spouse or former spouse

Dependent child(ren) covered under the Plan on the day before the event that caused the loss of coverage

Child who is losing coverage under the Plan because he or she is no longer a dependent under the Plan

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other more affordable coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage.

You should compare your other coverage options with COBRA continuation coverage and choose the coverage that is best for you. For example, if you move to other coverage you may pay more out of pocket than you would under COBRA because the new coverage may impose a new deductible.

When you lose job-based health coverage, it's important that you choose carefully between COBRA continuation coverage and other coverage options, because once you've made your choice, it can be difficult or impossible to switch to another coverage option.

If I elect COBRA continuation coverage, when will my coverage begin and how long will the coverage last?

If elected, COBRA continuation coverage will begin on Xxx 1, 20xx and can last for up to eighteen months. Continuation coverage may end before the date noted above in certain circumstances, like failure to pay premiums, fraud, or the individual becomes covered under another group health plan.

Can I extend the length of COBRA continuation coverage?

If you elect continuation coverage, you may be able to extend the length of continuation coverage if a qualified beneficiary is disabled, or if a second qualifying event occurs. You must notify Mary Mullison, Benefits Administration, of a disability or a second qualifying event within a certain time period to extend the period of continuation coverage. She can be reached at Farmington City Hall, 248.474.5500, ext. 2228 or at mmullison@farmgov.com. If you don't provide notice of a disability or second qualifying event within the required time period, it will affect your right to extend the period of continuation coverage.

For more information about extending the length of COBRA continuation coverage visit <http://www.dol.gov/ebsa/publications/cobraemployee.html>.

How much does COBRA continuation coverage cost?

You may elect COBRA coverage for Medical, Dental, and Vision. You may select any of these coverages individually, or as a group. Your COBRA continuation coverage for these benefits will cost as follows:

	Medical	Dental	Vision	Medical, Dental, Vision
Single				
2 Person				
Family				

Other coverage options may cost less. If you choose to elect continuation coverage, you don't have to send any payment with the Election Form. Additional information about payment will be provided to you after the election form is received by the Plan. Important information about paying your premium can be found at the end of this notice.

You may be able to get coverage through the Health Insurance Marketplace that costs less than COBRA continuation coverage. You can learn more about the Marketplace below.

What is the Health Insurance Marketplace?

The Marketplace offers “one-stop shopping” to find and compare private health insurance options. In the Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums and cost-sharing reductions (amounts that lower your out-of-pocket costs for deductibles, coinsurance, and copayments) right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Through the Marketplace you'll also learn if you qualify for free or low-cost coverage from Medicaid or the Children's Health Insurance Program (CHIP). You can access the Marketplace for your state at www.HealthCare.gov.

Coverage through the Health Insurance Marketplace may cost less than COBRA continuation coverage. Being offered COBRA continuation coverage won't limit your eligibility for coverage or for a tax credit through the Marketplace.

When can I enroll in Marketplace coverage?

You always have 60 days from the time you lose your job-based coverage to enroll in the Marketplace. That is because losing your job-based health coverage is a “special enrollment” event. **After 60 days your special enrollment period will end and you may not be able to enroll, so you should take action right away.** In addition, during what is called an “open enrollment” period, anyone can enroll in Marketplace coverage.

To find out more about enrolling in the Marketplace, such as when the next open enrollment period will be and what you need to know about qualifying events and special enrollment periods, visit www.HealthCare.gov.

If I sign up for COBRA continuation coverage, can I switch to coverage in the Marketplace? What about if I choose Marketplace coverage and want to switch back to COBRA continuation coverage?

If you sign up for COBRA continuation coverage, you can switch to a Marketplace plan during a Marketplace open enrollment period. You can also end your COBRA continuation coverage early and switch to a Marketplace plan if you have another qualifying event such as marriage or birth of a child through something called a “special enrollment period.” But be careful though - if you terminate your COBRA continuation coverage early without another qualifying event, you’ll have to wait to enroll in Marketplace coverage until the next open enrollment period, and could end up without any health coverage in the interim.

Once you’ve exhausted your COBRA continuation coverage and the coverage expires, you’ll be eligible to enroll in Marketplace coverage through a special enrollment period, even if Marketplace open enrollment has ended.

If you sign up for Marketplace coverage instead of COBRA continuation coverage, you cannot switch to COBRA continuation coverage under any circumstances.

Can I enroll in another group health plan?

You may be eligible to enroll in coverage under another group health plan (like a spouse’s plan), if you request enrollment within 30 days of the loss of coverage.

If you or your dependent chooses to elect COBRA continuation coverage instead of enrolling in another group health plan for which you’re eligible, you’ll have another opportunity to enroll in the other group health plan within 30 days of losing your COBRA continuation coverage.

What factors should I consider when choosing coverage options?

When considering your options for health coverage, you may want to think about:

- **Premiums**: Your previous plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse’s plan or through the Marketplace, may be less expensive.
- **Provider Networks**: If you’re currently getting care or treatment for a condition, a change in your health coverage may affect your access to a particular health care provider. You may want to check to see if your current health care providers participate in a network as you consider options for health coverage.
- **Drug Formularies**: If you’re currently taking medication, a change in your health coverage may affect your costs for medication – and in some cases, your medication may not be covered by another plan. You may want to check to see if your current medications are listed in drug formularies for other health coverage.
- **Severance payments**: If you lost your job and got a severance package from your former employer, your former employer may have offered to pay some or all of your COBRA payments for a period of time. In this scenario, you may want to contact the Department of Labor at 1-866-444-3272 to discuss your options.

- **Service Areas**: Some plans limit their benefits to specific service or coverage areas – so if you move to another area of the country, you may not be able to use your benefits. You may want to see if your plan has a service or coverage area, or other similar limitations.
- **Other Cost-Sharing**: In addition to premiums or contributions for health coverage, you probably pay copayments, deductibles, coinsurance, or other amounts as you use your benefits. You may want to check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

For more information

This notice doesn't fully describe continuation coverage or other rights under the Plan. More information about continuation coverage and your rights under the Plan is available in your summary plan description or from the Plan Administrator.

If you have questions about the information in this notice, your rights to coverage, or if you want a copy of your summary plan description, contact Mary Mullison, Benefits Administration, Farmington City Hall, 23600 Liberty, Farmington, MI 48335. She can also be reached at 248.474.5500, ext. 2228 or at mmullison@farmgov.com.

For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, visit the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) website at www.dol.gov/ebsa or call their toll-free number at 1-866-444-3272. For more information about health insurance options available through the Health Insurance Marketplace, and to locate an assister in your area who you can talk to about the different options, visit www.HealthCare.gov.

Keep Your Plan Informed of Address Changes

To protect your and your family's rights, keep the Plan Administrator informed of any changes in your address and the addresses of family members. You should also keep a copy of any notices you send to the Plan Administrator.

COBRA Continuation Coverage Election Form

Instructions: To elect COBRA continuation coverage, complete this Election Form and return it to us. Under federal law, you have 60 days after the date of this notice to decide whether you want to elect COBRA continuation coverage under the Plan.

Send completed Election Form to:

Mary Mullison
Benefits Administration
City of Farmington
23600 Liberty
Farmington, MI 48335.

This Election Form must be completed and can be returned by mail or email or fax. If mailed, it must be post-marked no later than Xxx 30, 20xx.

If you don't submit a completed Election Form by the due date shown above, you'll lose your right to elect COBRA continuation coverage. If you reject COBRA continuation coverage before the due date, you may change your mind as long as you submit a completed Election Form before the due date.

However, if you change your mind after first rejecting COBRA continuation coverage, your COBRA continuation coverage will begin on the date you submit the completed Election Form.

I (We) elect COBRA continuation coverage in the City of Farmington Health Care Plan (the Plan) listed below:

Name	Date of Birth	Relationship to Employee	SSN (or other identifier)
------	---------------	--------------------------	---------------------------

a. _____
[Add if appropriate: Coverage option elected: _____]

b. _____
[Add if appropriate: Coverage option elected: _____]

c. _____
[Add if appropriate: Coverage option elected: _____]

Signature Date

Print Name Relationship to individual(s) listed above

Email address

Print Address Telephone number

Important Information About Payment

First payment for continuation coverage

You must make your first payment for continuation coverage no later than 45 days after the date of your election (this is the date the Election Notice is postmarked). If you don't make your first payment in full no later than 45 days after the date of your election, you'll lose all continuation coverage rights under the Plan. You're responsible for making sure that the amount of your first payment is correct. You may contact Mary Mullison to confirm the correct amount of your first payment.

Periodic payments for continuation coverage

After you make your first payment for continuation coverage, you'll have to make periodic payments for each coverage period that follows. Periodic payments are due on or before the first day of the coverage period to which it applies.

Your first payment and all periodic payments for continuation coverage should be sent to:

Christopher M. Weber
Finance Director/Treasurer
City of Farmington
23600 Liberty
Farmington, MI 48335

Appendix D: Harrassment and Discrimination Complaint Form

CITY OF FARMINGTON

Date: _____

Name: _____

Location of incident(s): _____

Name of person against whom complaint is made: _____

List policy section(s) violated by accused individual (attach additional pages if necessary):

What is your complaint? (attach additional pages if necessary): _____

Can you describe any specific incidents that show that you were discriminated against or harassed? If yes, please describe exactly what occurred, when it happened, and who observed or heard it happen (attach additional pages if necessary):

Please read the above carefully. Does it describe your complaint fully?

___ Yes, this describes my complaint fully and accurately.

___ This is accurate, but I would like to add the following (attach additional pages if necessary):

Date

Signature

Appendix E: Administrative Officer and Non-Union Benefit Schedule

Longevity

After completion of four years of service, an employee receives \$65 for each full year of service based on the anniversary date to take place in the upcoming fiscal year. (An employee will receive their first longevity pay in July of the fiscal year that they complete four years of service).

Medical

The City offers health coverage for Full-Time Employees through the Healthy Blue Living 2 plan from Blue Care Network. Healthy Blue Living is one of only a few health plans that focuses on lifestyle choices and how they affect health, and offers out-of-pocket rewards for living a healthy lifestyle. Please see the chart below for this year’s monthly payroll deduction amount.

Cash Payment-in-lieu-of-Medical

An employee who elects not to receive health coverage through the City program shall receive an additional two hundred dollars (\$200.00) for each full month that they are not included in the City medical coverage. Members shall be paid \$100.00 on the first 2 pays of the month for any month during which medical insurance was not provided for the employee by the City.

Dental

The City provides Blue Dental PPO Plus – 100/75/50 dental coverage through BlueCross/Blue Shield at no cost to Full-Time Employees and their families. Please see the chart below for this year’s monthly payroll deduction amount.

Optical

The City offers Blue Vision Voluntary with VSP Choice Network coverage through BlueCross/Blue Shield to Full-Time Employees and their families. Please see the chart below for this year’s monthly payroll deduction amount.

2016-2017 MONTHLY PAYROLL CONTRIBUTIONS:

Effective April 1, 2016 through March 31, 2017

	EMPLOYEE	EMPLOYEE+1	FAMILY
MEDICAL BCN HBL	\$56.74	\$130.52	\$147.54
DENTAL	\$0	\$0	\$0
VISION	\$7.60	\$18.26	\$22.84

Life Insurance

The City provides Full-Time Employees with term life insurance in an amount equal to their current wage rounded up to the nearest thousand.

Pension

The City offers eligible non-union full-time and professional Part-Time Employees a defined benefit pension through the Municipal Employee's Retirement System (MERS). A defined benefit pension plan is a type of pension plan in which the City promises to pay a specified monthly benefit on retirement that is predetermined by a formula based on the employee's earnings history, age, and length of service. MERS sets the policies and procedures as it pertains to eligibility, programs, practices, options, and guidelines.

For non-union employees, the yearly pension is calculated as 2.25% of the employee's final average compensation times the number of years of service. Non-union employees are eligible to retire at the age of 60 and the pension benefit vests after 7 years of service. The City pays the entire cost of the pension. There is no employee contribution.

For Department Heads, the pension is calculated as 2.50% of the employee's final average compensation. Department Heads are eligible to retire at the age of 58 and the pension benefit vests after 7 years of service. There is a 3% employee paid payroll contribution. The City pays the remainder of the cost.

In lieu of the MERS defined benefit pension, Department Heads may elect a 12% contribution of base pay from the City to an IRS 401(a) plan administered by the International City/County Management Association (ICMA). There is no employee contribution.

Retiree Health Care

The City provides Full-Time Employees with a Health Care Savings Plan (HCSP) administered by MERS. A HCSP is a tax-free savings account. The City contributes \$175 per month to this account and after leaving employment, the funds can be withdrawn to pay for eligible health care costs. Contributions start the first full month of employment and end the last month of employment, regardless of the number of days worked in that month.

Vacation

Full-time employees and professional part-time employees earn vacation time as follows:

Year of Service	Time Off
1st through 4th year of employment	Ten (10) days (.83 day/month)
5th through 10th year of employment	Fifteen (15) days (1.25 days/month)
11th through 19th year of employment	Twenty (20) days (1.66 days/month)
20th year of employment and following	Twenty-one (21) days (1.75 days/month)

For administrative purposes, vacation is credited to each employee on the first full month after their date of hire and each subsequent July 1st, in advance. In year of hire, vacation will be granted for an employee's first full month of employment through June 30th. For example, a November 15th hire date would earn 7 months (December through June) x .83 days = 5.81 vacation days. In a crossover year (part of a year in the old rate and part in the new), a November 15 hire date would earn 5 months x .83 days + 7 months x 1.25 days = 12.9 vacation days.

Professional part-time employees earn vacation on a pro-rata basis in accordance with their full-time equivalent status. Full-time equivalent status is defined as the number of hours the professional part-time employee has been hired to work on a regular basis, divided by the number of hours for a full time employee. For example, an employee who works 22.5 hours per week will earn 60% of the amount of vacation a full-time employee earns, while one working one-half time earns one-half the vacation of a full-time employee.

Personal Leave

Full-Time Employees are allowed 2 personal days per year. The 2 personal days are charged to the employees GAP Bank on July 1st. Professional Part-Time Employees are allowed a prorated number of personal days based on their full-time equivalent status.

Emergency Leave

Non-Union Employees may be granted up to 3 days of emergency leave upon the recommendation of the immediate supervisor and approval of the City Manager.

Farmington City Council Staff Report	Council Meeting Date: May 15, 2017	Reference Number 6D	
Submitted by: David Murphy, City Manager			
Description Consideration to Approve Public Hearing Notice for Proposed Fiscal Year 2017-18 Budget and Property Tax Rates			
Requested Action Move to hold public hearing on Monday, June 19 at 7:00 p.m. regarding the proposed Fiscal Year 2017-18 Budget and property tax rates.			
<p>Background</p> <p>In accordance with the City Charter, Public Act 43 of the Extra Session of 1963 and Public Act 2 of 1968 as amended, it is necessary to hold a public hearing on the proposed budget and millage rate prior to their adoption. In accordance with the City Charter, the City Council must adopt the budget prior to June 21. It is recommended that the public hearing be held on Monday, June 19 at 7:00 p.m. Following the public hearing, it is recommended that the City Council adopt the budget and millage rates.</p> <p>Attached is the proposed public hearing notice. The proposed overall millage rate is 15.5 mills with 14 mills for operating purposes and 1.5 mills for roads. The City Council has the discretion to lower the millage rate once the notice has been published but cannot increase it without holding another public hearing. The City Council can still make changes before the budget is adopted.</p>			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON

NOTICE OF PUBLIC HEARING
TO REVIEW THE PROPOSED FISCAL YEAR 2017-18 BUDGET

The City Council of the City of Farmington will hold a public hearing on the proposed Fiscal Year 2017-18 Budget at 7:00 p.m. on June 19, 2017, in the Council Chamber in City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO SUPPORT THE PROPOSED BUDGET WILL BE A SUBJECT OF THIS HEARING.

The 2017 proposed property tax levy includes 14.0000 mills (\$14.0000 per \$1,000 of Taxable Value) for city operations and 1.5000 mills (\$1.0000 per \$1,000 of Taxable Value) for road improvements; for a total millage rate of 15.5000 (\$15.5000 per \$1,000 of Taxable Value.)

Public comments, oral or written, are welcome at the hearing on the proposed budget and proposed property tax rate.

The proposed budget, as summarized below, will be on file in the office of the City Manager for public inspection and is also posted in detail on the City's website at www.farmgov.com.

<u>Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
General Fund	\$8,828,502	\$9,171,830
Major Street Fund	666,174	625,279
Local Street Fund	688,103	646,476
Municipal Street Fund	483,521	451,500
Capital Improvement Fund	27,700	254,000
Water & Sewer Fund	5,056,192	5,299,845
Theater Fund	578,870	576,743
Nonvoted Debt Service Fund	160,924	160,924
Special Assessment Debt Service Fund	155,160	155,160
Streetscape Debt Service Fund	79,151	79,151
Drakeshire Special Assessment Debt Service Fund	89,600	89,600
Grove Special Assessment Debt Service Fund	88,383	88,383
OPEB 2013 LTGO Bonds	459,326	459,326
Employee Accrued Benefits Fund	11,500	10,000
Self Insurance Fund	204,495	201,269
DPW Equipment Revolving Fund	471,700	339,888

Publish: Farmington Observer

**Farmington City Council
Staff Report**

**Council Meeting
Date:** May 15, 2017

**Item
Number
6E**

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

Agenda Topic:

Consideration to Certify 2016 Delinquent Invoices, and Water and Sewer Bills

Proposed Motion:

Move to approve the attached lists of delinquent invoices and water and sewer bills for placement on the Farmington Tax Roll pursuant to City Code.

Background:

Each year, the City Treasurer certifies invoices and water and sewer bills that are delinquent and should be placed on the 2017 City of Farmington tax roll in accordance with Farmington City Code. The total amount to be placed on the tax roll is \$206,147.74. Of that amount, \$205,536.81 represents delinquent water and sewer bills. The remaining \$610.93 represents delinquent payments for grass cutting, sidewalk snow removal, and other services provided by the City. Listed below are the delinquent amounts over the last five years.

2017	\$ 206,147.74
2016	\$ 197,092.45
2015	\$ 171,404.77
2014	\$ 164,099.59
2013	\$ 193,192.29

ALTERNATIVES

1. Place the delinquent invoices, and water and sewer bills on the tax roll.
2. Do not place on tax roll. It would be difficult to collect some of these delinquent bills.

ATTACHMENTS

1. Treasurer Certification of Delinquent Invoices and Water and Sewer Bills

Materials:

1. Certification of Delinquent Invoices and Water & Sewer Bills
2. Delinquent Water & Sewer Bills
3. Delinquent City Invoices

**CITY OF FARMINGTON
MAY 15, 2017**

**CERTIFICATION OF 2017 DELINQUENT
INVOICES AND WATER & SEWER BILLS**

I, Christopher M. Weber, Treasurer for the City of Farmington, Oakland County, Michigan, do hereby certify that as of May 1, 2017, the attached City Invoices and Water & Sewer Bills were delinquent and should be placed on the 2017 City of Farmington tax roll in accordance with Farmington City Code, Chapter 27, Section 27-18, Chapter 34, Section 34-33 and 34-141, Chapter 16, Section 16-34; and the Farmington City Charter, Sections 9.11 and 11.9.

TOTAL DELINQUENT WATER & SEWER BILLS	\$ 205,536.81
TOTAL DELINQUENT CITY SERVICE INVOICES	\$ <u>610.93</u>
GRAND TOTAL	\$ 206,147.74

2017
CERTIFICATION OF DELINQUENT CITY INVOICES

<u>PARCEL NO.</u>	<u>ACCOUNT NAME</u>	<u>DESCRIPTION</u>	<u>INVOICE NO.</u>	<u>AMOUNT</u>
20-23-27-326-015	32410 Grand River, LLC	Ice & Snow Removal	2877	\$ 42.31
20-23-27-326-013	Nasser Taghavi	Ice & Snow Removal	2880	42.31
20-23-26-355-020	KAJY and Associates, Inc.	Ice & Snow Removal	2879	42.31
20-23-27-203-022	Bank of America, N.A.	Grass Cutting	2723	154.00
20-23-27-203-022	Bank of America, N.A.	Clean up	2847	<u>330.00</u>
			TOTAL	<u>\$ 610.93</u>

CITY OF FARMINGTON
DELINQUENT WATER AND SEWER BILLS

Account Number	Parcel Number	Delinquent Amount	Additional Penalty	Total
0001-00075-01-1	20-23-28-279-020	\$ 1,027.68	\$ 102.77	\$ 1,130.45
0001-00150-01-1	20-23-28-428-020	\$ 4,276.46	\$ 427.65	\$ 4,704.11
0001-00185-01-1	20-23-28-428-013	\$ 1,290.93	\$ 129.09	\$ 1,420.02
0001-00265-01-1	20-23-28-279-013	\$ 2,353.94	\$ 235.39	\$ 2,589.33
0001-01260-01-1	20-23-27-402-003	\$ 149.86	\$ 50.00	\$ 199.86
0001-01310-01-1	20-23-27-251-046	\$ 288.81	\$ 50.00	\$ 338.81
0001-01360-01-1	20-23-27-104-003	\$ 618.07	\$ 61.81	\$ 679.88
0002-00190-01-1	20-23-27-330-057	\$ 679.68	\$ 67.97	\$ 747.65
0002-00205-01-1	20-23-27-330-018	\$ 354.04	\$ 50.00	\$ 404.04
0002-00300-01-1	20-23-27-451-043	\$ 293.05	\$ 50.00	\$ 343.05
0002-00350-01-1	20-23-27-451-069	\$ 1,220.90	\$ 122.09	\$ 1,342.99
0002-00375-01-1	20-23-27-452-021	\$ 276.63	\$ 50.00	\$ 326.63
0002-00380-01-1	20-23-27-452-028	\$ 1,357.18	\$ 135.72	\$ 1,492.90
0002-00490-01-1	20-23-27-330-038	\$ 248.20	\$ 50.00	\$ 298.20
0002-00500-01-1	20-23-27-330-067	\$ 286.84	\$ 50.00	\$ 336.84
0002-00555-01-1	20-23-27-330-054	\$ 739.87	\$ 73.99	\$ 813.86
0002-00580-01-1	20-23-27-377-016	\$ 278.67	\$ 50.00	\$ 328.67
0002-00595-01-1	20-23-27-377-027	\$ 1,123.48	\$ 112.35	\$ 1,235.83
0002-00620-01-1	20-23-27-451-032	\$ 717.63	\$ 71.76	\$ 789.39
0002-00625-01-1	20-23-27-451-031	\$ 163.23	\$ 50.00	\$ 213.23
0002-00645-01-1	20-23-27-451-027	\$ 454.29	\$ 50.00	\$ 504.29
0002-00670-01-1	20-23-27-451-022	\$ 767.92	\$ 76.79	\$ 844.71
0002-00675-01-1	20-23-27-451-021	\$ 240.33	\$ 50.00	\$ 290.33
0002-00705-01-1	20-23-27-451-014	\$ 338.36	\$ 50.00	\$ 388.36
0002-00710-01-1	20-23-27-451-013	\$ 919.50	\$ 91.95	\$ 1,011.45
0002-00730-01-1	20-23-27-451-009	\$ 475.34	\$ 50.00	\$ 525.34
0002-00735-01-1	20-23-27-451-008	\$ 779.93	\$ 77.99	\$ 857.92
0002-00855-01-1	20-23-27-377-022	\$ 1,292.06	\$ 129.21	\$ 1,421.27
0003-00010-01-1	20-23-28-231-017	\$ 320.77	\$ 50.00	\$ 370.77
0003-00025-01-1	20-23-28-231-020	\$ 895.85	\$ 89.59	\$ 985.44
0003-00030-01-1	20-23-28-231-021	\$ 681.79	\$ 68.18	\$ 749.97
0003-00385-01-1	20-23-27-154-004	\$ 136.24	\$ 50.00	\$ 186.24
0004-00125-01-1	20-23-27-427-018	\$ 201.38	\$ 50.00	\$ 251.38
0004-00175-01-1	20-23-27-427-007	\$ 1,878.96	\$ 187.90	\$ 2,066.86
0004-00215-01-1	20-23-27-251-037	\$ 175.62	\$ 50.00	\$ 225.62
0004-00225-01-1	20-23-27-252-012	\$ 922.41	\$ 92.24	\$ 1,014.65
0004-00320-01-1	20-23-27-403-016	\$ 744.79	\$ 74.48	\$ 819.27
0004-00490-01-1	20-23-27-252-018	\$ 389.89	\$ 50.00	\$ 439.89
0004-00515-01-1	20-23-27-252-013	\$ 961.66	\$ 96.17	\$ 1,057.83
0004-00575-01-1	20-23-27-476-009	\$ 107.70	\$ 50.00	\$ 157.70
0004-00605-01-1	20-23-28-403-012	\$ 427.71	\$ 50.00	\$ 477.71
0004-00835-01-1	20-23-27-151-008	\$ 149.86	\$ 50.00	\$ 199.86
0004-00855-01-1	20-23-27-106-026	\$ 183.83	\$ 50.00	\$ 233.83
0004-00870-01-1	20-23-27-106-023	\$ 265.79	\$ 50.00	\$ 315.79
0004-00885-01-1	20-23-27-106-030	\$ 680.39	\$ 68.04	\$ 748.43
0004-00900-01-1	20-23-28-231-015	\$ 2,486.97	\$ 248.70	\$ 2,735.67
0005-00025-01-1	20-23-26-302-029	\$ 407.48	\$ 50.00	\$ 457.48
0005-00205-01-1	20-23-26-358-007	\$ 768.45	\$ 76.85	\$ 845.30

CITY OF FARMINGTON
DELINQUENT WATER AND SEWER BILLS

Account Number	Parcel Number	Delinquent Amount	Additional Penalty	Total
0005-00210-01-1	20-23-26-358-006	\$ 415.56	\$ 50.00	\$ 465.56
0005-00225-01-1	20-23-26-358-003	\$ 188.50	\$ 50.00	\$ 238.50
0005-00415-01-1	20-23-26-303-027	\$ 140.89	\$ 50.00	\$ 190.89
0005-00440-01-1	20-23-26-303-032	\$ 125.86	\$ 50.00	\$ 175.86
0005-00500-01-1	20-23-26-353-020	\$ 1,141.99	\$ 114.20	\$ 1,256.19
0005-00540-01-1	20-23-26-358-022	\$ 100.00	\$ 50.00	\$ 150.00
0005-00570-01-1	20-23-26-359-009	\$ 744.79	\$ 74.48	\$ 819.27
0005-00595-01-1	20-23-26-359-004	\$ 201.38	\$ 50.00	\$ 251.38
0005-00625-01-1	20-23-26-354-017	\$ 515.76	\$ 51.58	\$ 567.34
0005-00665-01-1	20-23-26-304-014	\$ 420.36	\$ 50.00	\$ 470.36
0005-00725-01-1	20-23-26-304-002	\$ 1,024.67	\$ 102.47	\$ 1,127.14
0005-00825-01-1	20-23-26-354-010	\$ 175.62	\$ 50.00	\$ 225.62
0005-00835-01-1	20-23-26-354-012	\$ 297.48	\$ 50.00	\$ 347.48
0005-00915-01-1	20-23-35-126-003	\$ 502.17	\$ 50.22	\$ 552.39
0005-00955-01-1	20-23-26-377-003	\$ 1,076.19	\$ 107.62	\$ 1,183.81
0005-00990-01-1	20-23-26-326-009	\$ 162.74	\$ 50.00	\$ 212.74
0005-01015-01-1	20-23-26-326-003	\$ 451.35	\$ 50.00	\$ 501.35
0005-01035-01-1	20-23-26-326-057	\$ 935.19	\$ 93.52	\$ 1,028.71
0005-01305-01-1	20-23-26-301-009	\$ 344.56	\$ 50.00	\$ 394.56
0005-01310-01-1	20-23-26-301-008	\$ 546.66	\$ 54.67	\$ 601.33
0005-01335-01-1	20-23-26-301-003	\$ 1,291.17	\$ 129.12	\$ 1,420.29
0005-01365-01-1	20-23-26-301-027	\$ 1,899.38	\$ 189.94	\$ 2,089.32
0005-01460-01-1	20-23-26-351-013	\$ 175.62	\$ 50.00	\$ 225.62
0005-01485-01-1	20-23-26-351-018	\$ 218.60	\$ 50.00	\$ 268.60
0005-01490-01-1	20-23-26-351-019	\$ 149.86	\$ 50.00	\$ 199.86
0005-01500-01-1	20-23-26-351-021	\$ 1,252.99	\$ 125.30	\$ 1,378.29
0005-01575-01-1	20-23-26-357-002	\$ 136.98	\$ 50.00	\$ 186.98
0005-01620-01-1	20-23-26-352-004	\$ 278.67	\$ 50.00	\$ 328.67
0005-01645-01-1	20-23-26-302-021	\$ 1,164.24	\$ 116.42	\$ 1,280.66
0007-00005-01-1	20-23-27-305-023	\$ 175.62	\$ 50.00	\$ 225.62
0007-00090-01-1	20-23-27-328-017	\$ 591.27	\$ 59.13	\$ 650.40
0007-00150-01-1	20-23-27-328-005	\$ 175.62	\$ 50.00	\$ 225.62
0007-00305-01-1	20-23-27-329-009	\$ 501.10	\$ 50.11	\$ 551.21
0007-00325-01-1	20-23-27-329-005	\$ 855.10	\$ 85.51	\$ 940.61
0007-00375-01-1	20-23-27-351-011	\$ 465.50	\$ 50.00	\$ 515.50
0007-00400-01-1	20-23-27-351-016	\$ 222.52	\$ 50.00	\$ 272.52
0007-00575-01-1	20-23-27-304-036	\$ 1,046.91	\$ 104.69	\$ 1,151.60
0007-00580-01-1	20-23-27-304-037	\$ 111.22	\$ 50.00	\$ 161.22
0007-00700-01-1	20-23-27-305-003	\$ 136.98	\$ 50.00	\$ 186.98
0007-00705-01-1	20-23-27-305-002	\$ 779.92	\$ 77.99	\$ 857.91
0007-00715-01-1	20-23-27-303-017	\$ 2,000.03	\$ 200.00	\$ 2,200.03
0007-00790-01-1	20-23-27-303-032	\$ 284.05	\$ 50.00	\$ 334.05
0007-00860-01-1	20-23-27-304-010	\$ 282.88	\$ 50.00	\$ 332.88
0007-00890-01-1	20-23-27-304-004	\$ 252.90	\$ 50.00	\$ 302.90
0007-00895-01-1	20-23-27-304-003	\$ 149.86	\$ 50.00	\$ 199.86
0007-01100-01-1	20-23-27-301-035	\$ 692.80	\$ 69.28	\$ 762.08
0007-01135-01-1	20-23-27-301-028	\$ 101.39	\$ 50.00	\$ 151.39
0008-00040-01-1	20-23-27-202-036	\$ 394.60	\$ 50.00	\$ 444.60

CITY OF FARMINGTON
DELINQUENT WATER AND SEWER BILLS

Account Number	Parcel Number	Delinquent Amount	Additional Penalty	Total
0008-00045-01-1	20-23-27-202-035	\$ 1,235.31	\$ 123.53	\$ 1,358.84
0008-00060-01-1	20-23-27-202-032	\$ 668.55	\$ 66.86	\$ 735.41
0008-00085-01-1	20-23-27-202-027	\$ 1,164.24	\$ 116.42	\$ 1,280.66
0008-00105-01-1	20-23-27-202-023	\$ 149.86	\$ 50.00	\$ 199.86
0008-00120-01-1	20-23-27-251-023	\$ 348.31	\$ 50.00	\$ 398.31
0008-00375-01-1	20-23-27-276-003	\$ 1,021.84	\$ 102.18	\$ 1,124.02
0008-00380-01-1	20-23-27-276-004	\$ 477.11	\$ 50.00	\$ 527.11
0008-00440-01-1	20-23-27-228-014	\$ 389.88	\$ 50.00	\$ 439.88
0008-00465-01-1	20-23-27-228-019	\$ 566.58	\$ 56.66	\$ 623.24
0008-00505-01-1	20-23-27-203-054	\$ 941.19	\$ 94.12	\$ 1,035.31
0008-00530-01-1	20-23-27-203-049	\$ 231.92	\$ 50.00	\$ 281.92
0008-00535-01-1	20-23-27-203-048	\$ 410.93	\$ 50.00	\$ 460.93
0008-00570-01-1	20-23-27-203-041	\$ 758.37	\$ 75.84	\$ 834.21
0008-00600-01-1	20-23-27-203-056	\$ 201.38	\$ 50.00	\$ 251.38
0008-00625-01-1	20-23-27-203-030	\$ 111.55	\$ 50.00	\$ 161.55
0008-00635-01-1	20-23-27-228-021	\$ 731.51	\$ 73.15	\$ 804.66
0008-00695-01-1	20-23-27-228-012	\$ 473.83	\$ 50.00	\$ 523.83
0008-00740-01-1	20-23-27-226-022	\$ 887.53	\$ 88.75	\$ 976.28
0008-00795-01-1	20-23-27-226-016	\$ 200.00	\$ 50.00	\$ 250.00
0008-00805-01-1	20-23-27-226-014	\$ 188.50	\$ 50.00	\$ 238.50
0008-01005-01-1	20-23-27-230-011	\$ 214.27	\$ 50.00	\$ 264.27
0008-01075-01-1	20-23-27-201-015	\$ 553.00	\$ 55.30	\$ 608.30
0008-01110-01-1	20-23-27-201-008	\$ 258.38	\$ 50.00	\$ 308.38
0008-01115-01-1	20-23-27-201-007	\$ 750.16	\$ 75.02	\$ 825.18
0008-01205-01-1	20-23-27-203-022	\$ 882.68	\$ 88.27	\$ 970.95
0008-01245-01-1	20-23-27-204-009	\$ 1,074.08	\$ 107.41	\$ 1,181.49
0008-01305-01-1	20-23-27-226-005	\$ 809.90	\$ 80.99	\$ 890.89
0008-01355-01-1	20-23-27-204-019	\$ 368.84	\$ 50.00	\$ 418.84
0008-01430-01-1	20-23-27-276-017	\$ 188.50	\$ 50.00	\$ 238.50
0008-01465-01-1	20-23-27-276-025	\$ 265.79	\$ 50.00	\$ 315.79
0008-01500-01-1	20-23-27-231-026	\$ 642.45	\$ 64.25	\$ 706.70
0008-01505-01-1	20-23-27-231-023	\$ 834.97	\$ 83.50	\$ 918.47
0008-01715-01-1	20-23-27-229-015	\$ 920.90	\$ 92.09	\$ 1,012.99
0009-00080-01-1	20-23-28-426-003	\$ 2,221.60	\$ 222.16	\$ 2,443.76
0009-00130-01-1	20-23-28-401-001	\$ 1,025.76	\$ 102.58	\$ 1,128.34
0009-00245-01-1	20-23-28-427-001	\$ 441.41	\$ 50.00	\$ 491.41
0009-00370-01-1	20-23-28-428-031	\$ 539.69	\$ 53.97	\$ 593.66
0009-00390-01-1	20-23-28-428-027	\$ 1,023.46	\$ 102.35	\$ 1,125.81
0009-00550-01-1	20-23-28-403-049	\$ 2,178.73	\$ 217.87	\$ 2,396.60
0009-00760-01-1	20-23-28-257-004	\$ 1,134.95	\$ 113.50	\$ 1,248.45
0009-00805-01-1	20-23-28-258-003	\$ 265.79	\$ 50.00	\$ 315.79
0009-00855-01-1	20-23-28-256-012	\$ 1,521.39	\$ 152.14	\$ 1,673.53
0011-00020-01-1	20-23-27-102-019	\$ 1,656.74	\$ 165.67	\$ 1,822.41
0011-00065-01-1	20-23-27-102-006	\$ 795.61	\$ 79.56	\$ 875.17
0011-00075-01-1	20-23-27-102-008	\$ 250.58	\$ 50.00	\$ 300.58
0011-00090-01-1	20-23-27-102-011	\$ 175.62	\$ 50.00	\$ 225.62
0011-00100-01-1	20-23-27-102-013	\$ 2,019.29	\$ 201.93	\$ 2,221.22
0011-00140-01-1	20-23-27-102-039	\$ 1,557.34	\$ 155.73	\$ 1,713.07

CITY OF FARMINGTON
DELINQUENT WATER AND SEWER BILLS

Account Number	Parcel Number	Delinquent Amount	Additional Penalty	Total
0011-00215-01-1	20-23-27-103-012	\$ 1,280.87	\$ 128.09	\$ 1,408.96
0011-00275-01-1	20-23-27-101-008	\$ 1,011.07	\$ 101.11	\$ 1,112.18
0011-00295-01-1	20-23-27-103-014	\$ 1,678.05	\$ 167.81	\$ 1,845.86
0011-00345-01-1	20-23-27-102-001	\$ 201.38	\$ 50.00	\$ 251.38
0012-00390-01-1	20-23-34-151-003	\$ 707.56	\$ 70.76	\$ 778.32
0012-00580-01-1	20-23-34-152-005	\$ 3,038.74	\$ 303.87	\$ 3,342.61
0012-00850-01-1	20-23-34-304-012	\$ 1,082.72	\$ 108.27	\$ 1,190.99
0012-00860-01-1	20-23-34-304-010	\$ 991.15	\$ 99.12	\$ 1,090.27
0012-00915-01-1	20-23-34-354-014	\$ 343.08	\$ 50.00	\$ 393.08
0012-00935-01-1	20-23-34-354-018	\$ 214.27	\$ 50.00	\$ 264.27
0012-00960-01-1	20-23-34-376-001	\$ 916.87	\$ 91.69	\$ 1,008.56
0012-00995-01-1	20-23-34-329-014	\$ 459.00	\$ 50.00	\$ 509.00
0012-01060-01-1	20-23-34-376-012	\$ 1,444.33	\$ 144.43	\$ 1,588.76
0012-01080-01-1	20-23-34-326-024	\$ 168.41	\$ 50.00	\$ 218.41
0012-01140-01-1	20-23-34-351-016	\$ 756.97	\$ 75.70	\$ 832.67
0012-01210-01-1	20-23-34-301-012	\$ 1,394.69	\$ 139.47	\$ 1,534.16
0012-01225-01-1	20-23-34-301-015	\$ 1,364.70	\$ 136.47	\$ 1,501.17
0012-01240-01-1	20-23-34-301-018	\$ 200.57	\$ 50.00	\$ 250.57
0012-01255-01-1	20-23-34-301-021	\$ 617.41	\$ 61.74	\$ 679.15
0012-01360-01-1	20-23-34-302-008	\$ 686.51	\$ 68.65	\$ 755.16
0012-01475-01-1	20-23-34-329-010	\$ 2,640.84	\$ 264.08	\$ 2,904.92
0012-01485-01-1	20-23-34-329-008	\$ 859.07	\$ 85.91	\$ 944.98
0012-01490-01-1	20-23-34-329-007	\$ 1,109.90	\$ 110.99	\$ 1,220.89
0012-01495-01-1	20-23-34-329-006	\$ 823.12	\$ 82.31	\$ 905.43
0012-01555-01-1	20-23-34-303-017	\$ 1,097.02	\$ 109.70	\$ 1,206.72
0012-01590-01-1	20-23-34-353-020	\$ 227.14	\$ 50.00	\$ 277.14
0012-01600-01-1	20-23-34-353-022	\$ 252.90	\$ 50.00	\$ 302.90
0012-01635-01-1	20-23-34-328-012	\$ 190.51	\$ 50.00	\$ 240.51
0012-01645-01-1	20-23-34-328-010	\$ 278.67	\$ 50.00	\$ 328.67
0012-01810-01-1	20-23-34-302-012	\$ 1,330.99	\$ 133.10	\$ 1,464.09
0012-01855-01-1	20-23-34-302-021	\$ 832.14	\$ 83.21	\$ 915.35
0012-01880-01-1	20-23-34-352-016	\$ 973.14	\$ 97.31	\$ 1,070.45
0012-01925-01-1	20-23-34-353-011	\$ 1,587.89	\$ 158.79	\$ 1,746.68
0012-02000-01-1	20-23-34-303-005	\$ 214.27	\$ 50.00	\$ 264.27
0012-02035-01-1	20-23-34-153-016	\$ 1,084.14	\$ 108.41	\$ 1,192.55
0012-02090-01-1	20-23-34-153-005	\$ 651.82	\$ 65.18	\$ 717.00
0012-02155-01-1	20-23-34-301-007	\$ 149.86	\$ 50.00	\$ 199.86
0012-02165-01-1	20-23-34-301-009	\$ 567.73	\$ 56.77	\$ 624.50
0014-06080-01-1	20-23-28-429-017	\$ 252.90	\$ 50.00	\$ 302.90
0014-06115-01-1	20-23-28-429-024	\$ 201.38	\$ 50.00	\$ 251.38
0014-06125-01-1	20-23-28-429-026	\$ 567.99	\$ 56.80	\$ 624.79
0015-00120-01-1	20-23-29-128-009	\$ 1,433.55	\$ 143.36	\$ 1,576.91
0015-00165-01-1	20-23-29-127-008	\$ 214.27	\$ 50.00	\$ 264.27
0015-00180-01-1	20-23-29-127-011	\$ 158.80	\$ 50.00	\$ 208.80
0015-00235-01-1	20-23-29-130-005	\$ 1,017.41	\$ 101.74	\$ 1,119.15
0015-00260-01-1	20-23-29-128-019	\$ 171.37	\$ 50.00	\$ 221.37
0015-00310-01-1	20-23-29-154-016	\$ 1,041.56	\$ 104.16	\$ 1,145.72
0015-00420-01-1	20-23-29-176-007	\$ 1,689.05	\$ 168.91	\$ 1,857.96

CITY OF FARMINGTON
DELINQUENT WATER AND SEWER BILLS

Account Number	Parcel Number	Delinquent Amount	Additional Penalty	Total
0015-00535-01-1	20-23-29-178-006	\$ 240.03	\$ 50.00	\$ 290.03
0015-00555-01-1	20-23-29-177-020	\$ 278.67	\$ 50.00	\$ 328.67
0015-00585-01-1	20-23-29-177-014	\$ 162.74	\$ 50.00	\$ 212.74
0015-00600-01-1	20-23-29-177-011	\$ 1,505.69	\$ 150.57	\$ 1,656.26
0015-00640-01-1	20-23-29-154-005	\$ 278.67	\$ 50.00	\$ 328.67
0015-00690-01-1	20-23-29-152-009	\$ 1,374.76	\$ 137.48	\$ 1,512.24
0015-00760-01-1	20-23-29-177-029	\$ 1,882.77	\$ 188.28	\$ 2,071.05
0015-00825-01-1	20-23-29-153-012	\$ 3,278.13	\$ 327.81	\$ 3,605.94
0015-00850-01-1	20-23-29-153-007	\$ 1,393.66	\$ 139.37	\$ 1,533.03
0015-00880-01-1	20-23-29-153-001	\$ 188.50	\$ 50.00	\$ 238.50
0015-01515-01-1	20-23-29-201-004	\$ 1,391.87	\$ 139.19	\$ 1,531.06
0015-01565-01-1	20-23-29-252-012	\$ 979.27	\$ 97.93	\$ 1,077.20
0015-01587-01-1	20-23-29-252-017	\$ 214.27	\$ 50.00	\$ 264.27
0015-01615-01-1	20-23-29-252-022	\$ 998.20	\$ 99.82	\$ 1,098.02
0015-01665-01-1	20-23-29-205-004	\$ 1,314.88	\$ 131.49	\$ 1,446.37
0015-01795-01-1	20-23-29-254-001	\$ 737.66	\$ 73.77	\$ 811.43
0015-01865-01-1	20-23-29-203-015	\$ 2,205.98	\$ 220.60	\$ 2,426.58
0015-01870-01-1	20-23-29-203-016	\$ 214.27	\$ 50.00	\$ 264.27
0015-01910-01-1	20-23-29-252-008	\$ 240.03	\$ 50.00	\$ 290.03
0015-01920-01-1	20-23-29-252-010	\$ 791.96	\$ 79.20	\$ 871.16
0015-05080-01-1	20-23-29-226-016	\$ 206.80	\$ 50.00	\$ 256.80
0015-08760-01-1	20-23-29-276-082	\$ 518.69	\$ 51.87	\$ 570.56
0015-08805-01-1	20-23-29-255-004	\$ 227.14	\$ 50.00	\$ 277.14
0015-08820-01-1	20-23-29-255-003	\$ 531.58	\$ 53.16	\$ 584.74
0015-08830-01-1	20-23-29-255-001	\$ 252.90	\$ 50.00	\$ 302.90
0016-02725-01-1	20-23-28-153-006	\$ 1,537.07	\$ 153.71	\$ 1,690.78
0016-02745-01-1	20-23-28-153-010	\$ 1,397.70	\$ 139.77	\$ 1,537.47
0016-02790-01-1	20-23-28-152-011	\$ 188.50	\$ 50.00	\$ 238.50
0016-02805-01-1	20-23-29-226-071	\$ 291.55	\$ 50.00	\$ 341.55
0016-02820-01-1	20-23-29-226-074	\$ 1,044.08	\$ 104.41	\$ 1,148.49
0016-07295-01-1	20-23-28-256-005	\$ 201.38	\$ 50.00	\$ 251.38
0016-07340-01-1	20-23-28-254-013	\$ 1,086.25	\$ 108.63	\$ 1,194.88
0016-07368-01-1	20-23-28-253-013	\$ 214.27	\$ 50.00	\$ 264.27
0016-07390-01-1	20-23-28-204-030	\$ 467.17	\$ 50.00	\$ 517.17
0016-07410-01-1	20-23-28-204-034	\$ 338.36	\$ 50.00	\$ 388.36
0016-07430-01-1	20-23-28-251-031	\$ 1,482.46	\$ 148.25	\$ 1,630.71
0016-07465-01-1	20-23-28-230-005	\$ 364.12	\$ 50.00	\$ 414.12
0016-07495-01-1	20-23-28-231-025	\$ 936.61	\$ 93.66	\$ 1,030.27
0016-07565-01-1	20-23-28-202-010	\$ 1,116.24	\$ 111.62	\$ 1,227.86
0016-07600-01-1	20-23-28-226-008	\$ 252.90	\$ 50.00	\$ 302.90
0016-07710-01-1	20-23-28-226-004	\$ 523.10	\$ 52.31	\$ 575.41
0016-07835-01-1	20-23-28-228-008	\$ 768.45	\$ 76.85	\$ 845.30
0016-07890-01-1	20-23-28-226-028	\$ 871.50	\$ 87.15	\$ 958.65
0016-07995-01-1	20-23-28-204-004	\$ 420.36	\$ 50.00	\$ 470.36
0016-08145-01-1	20-23-28-228-004	\$ 834.97	\$ 83.50	\$ 918.47
0016-08160-01-1	20-23-28-203-011	\$ 615.27	\$ 61.53	\$ 676.80
0016-08170-01-1	20-23-28-203-009	\$ 1,045.50	\$ 104.55	\$ 1,150.05
0016-08220-01-1	20-23-28-178-001	\$ 252.90	\$ 50.00	\$ 302.90

CITY OF FARMINGTON
DELINQUENT WATER AND SEWER BILLS

Account Number	Parcel Number	Delinquent Amount	Additional Penalty	Total
0016-08305-01-1	20-23-28-252-004	\$ 1,016.34	\$ 101.63	\$ 1,117.97
0016-08440-01-1	20-23-28-129-014	\$ 302.79	\$ 50.00	\$ 352.79
0016-08495-01-1	20-23-28-253-011	\$ 205.72	\$ 50.00	\$ 255.72
0016-08630-01-1	20-23-28-178-009	\$ 752.75	\$ 75.28	\$ 828.03
0016-08660-01-1	20-23-28-129-007	\$ 1,701.72	\$ 170.17	\$ 1,871.89
0016-08780-01-1	20-23-28-126-011	\$ 1,124.88	\$ 112.49	\$ 1,237.37
0016-08825-01-1	20-23-28-126-021	\$ 1,922.31	\$ 192.23	\$ 2,114.54
0016-08887-01-1	20-23-27-106-012	\$ 918.01	\$ 91.80	\$ 1,009.81
0016-08975-01-1	20-23-28-128-002	\$ 978.87	\$ 97.89	\$ 1,076.76
0016-09000-01-1	20-23-28-126-029	\$ 748.19	\$ 74.82	\$ 823.01
TOTAL		\$ 184,339.38	\$ 21,197.43	\$ 205,536.81

Farmington City Council Agenda Item	Council Meeting Date: May 15, 2017	Item Number 6F	
Submitted by: Frank J. Demers, Public Safety Director			
Agenda Topic Amend Traffic Control Order – Stop Signs on Northbound & Southbound Whittaker at Oakland			
Proposed Motion Move to adopt a Resolution to Amend Chapter 1 Section 11 of the Traffic Control Order to change the yield signs to stop signs for northbound and southbound Whittaker at Oakland Street.			
Background Over the last couple of months, the public safety department has received complaints of speeding vehicles and vehicles that are not yielding to oncoming traffic in the area of Whittaker and Oakland Streets. Currently, that intersection is controlled by yield signs for northbound and southbound Whittaker at Oakland. This intersection is very busy in the morning and afternoons due to Longacre Elementary School traffic. At least two accidents have occurred in the area in the last year. As a result of the complaints from residents, the public safety department performed selective enforcement details at that intersection for a two week period in April. Several violations were issued for impeding traffic because the violators failed to yield to the sign. Based on the above information, the public safety department is recommending an amendment to the Traffic Control Order to change the yield signs to stop signs for northbound and southbound Whittaker Street.			
Materials Attached -Resolution to amend Traffic Control Order -Photograph of Whittaker at Oakland Street			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON
OAKLAND COUNTY, MICHIGAN

RESOLUTION NO.

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

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

Chapter 2 – YIELD RIGHT OF WAY

DELETE:

Section 2.7 - Woodcroft Subdivision

Whittaker at Oakland

Chapter 1 – STOP STREETS

ADD:

Section 1.11 – Woodcroft Subdivision

Whittaker at Oakland

RESULT:
MOVER:
SECONDER:
AYES:

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

Susan K. Halberstadt, City Clerk



Google

Farmington City Council Staff Report	Council Meeting Date: May 15, 2017	Item Number 6G
Submitted by: Frank J. Demers		
<u>Agenda Topic</u> Consideration to Approve Intergovernmental Agreement Related to Firearms and Use of Force Training Video Simulator		
<u>Proposed Motion:</u> Move to Approve Intergovernmental Agreement for Firearms and Use of Force Training Video Simulator between the City of Farmington Hills, Village of Franklin and the City of Farmington		
<u>Background:</u> <p>In March, 2017, Farmington Hills Police Chief Charles Nebus met with Franklin Police Chief Dan Roberts and Director Frank Demers to discuss a partnership in the purchase and shared use of a MILO firearms training simulator. The training simulator provides personnel with state-of-the-art reality based decision making and use of force training. The simulator will be housed at the Farmington Hills Police Department and will be made available for routine use by Franklin Police and Farmington Public Safety officers. Per the agreement, Farmington Public Safety will pay a proportional share of \$7,051.00 toward the total cost of the simulator. Costs to maintain and equip the simulator are expected to be less than \$1000 annually. The proportional share and annual costs will be paid for using funds from the Department's drug forfeiture account.</p> <p>The proposed interlocal agreement was reviewed and approved by the City Attorney.</p>		
<u>Materials:</u> -Interlocal Agreement Attached		

**INTERGOVERNMENTAL AGREEMENT FOR FIREARMS AND USE OF FORCE
TRAINING VIDEO SIMULATOR BETWEEN CITY OF FARMINGTON HILLS, VILLAGE OF
FRANKLIN AND CITY OF FARMINGTON**

This Agreement (“Agreement”) is entered into as of the date of the last signature below (“Effective Date”) and is between the City of Farmington Hills (“Farmington Hills”), whose address is 31655 West Eleven Mile Road, Farmington Hills, Michigan, 48336, the Village of Franklin (“Franklin”), whose address is 32325 Franklin Road, Franklin, Michigan 48025, and City of Farmington (“Farmington”) whose address is 23600 Liberty Street, Farmington, Michigan 48335, for the purpose of sharing the cost and use of the Firearms and Use of Force Training Video Simulator (“Simulator”), which is owned and located at Farmington Hills’ Police Station.

RECITALS:

In 2017, Farmington Hills purchased the Simulator from FAAC, Inc/MILO Range at the purchase price of \$45,511 (“Original Cost”).

Farmington Hills, Farmington and Franklin agree it would be mutually beneficial and cost effective to share use of the simulator in order to provide their respective law enforcement personnel with reality-based decision making and use of force training, and they enter into this Agreement for purposes of agreeing upon the consideration to be paid for and the terms and conditions associated with such shared use.

This Agreement is consistent with the charters of Farmington Hills, Farmington and Franklin, and is authorized under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and MCL 124.531 *et seq.*

IT IS THEREFORE AGREED:

A. *Use of Simulator.* Farmington Hills agrees to allow Farmington and Franklin to share in the use of the Simulator according to and subject to the terms and conditions of this Agreement. Farmington Hills shall grant Farmington and Franklin irrevocable licenses affording them access and use of the Simulator (subject to the terms of this Agreement) for the duration of the Agreement. No additional users or agencies shall be added or allowed to use the Simulator without the consent of all parties.

B. *Payment of Proportionate Share of Costs.*

(1) As part of their consideration for the right to share in the use of the Simulator under this Agreement, within thirty (30) days of the Effective Date of this Agreement, Franklin and Farmington agree to pay Farmington Hills the following Proportionate Share amounts of the Original Cost of the Simulator: Farmington \$7,051.00 and Franklin \$4,487.00.

(2) The above amounts have been calculated based on each party’s Proportionate Share, which has been determined using each respective police agency’s Full Time Equivalent (FTE) calculation of budgeted sworn officers. For the purpose of establishing each party’s FTE under this Agreement, it is agreed that Farmington Hills employs 106 FTE sworn police officers, Farmington employs 22 FTE sworn police officers and Franklin employs 14 FTE sworn police officers, which equates to the following proportionate share assigned to each party: Farmington 15.49%, Franklin 9.86%, and Farmington Hills 74.65% (referred to in this Agreement as each party’s “Proportionate Share”).

(3) Except as otherwise stated in this Agreement, ongoing costs incurred for supplies (for example, but without limitation, projector bulbs and replacement target paper), maintenance and repairs of the Simulator shall be shared by Farmington Hills, Farmington and Franklin according to their respective Proportionate Share. Farmington Hills shall be responsible for obtaining supplies and services necessary for maintenance and repairs of the Simulator, and shall send an invoice to Farmington's Public Safety Director and Franklin's Police Chief for their respective Proportionate Share of the costs of such supplies, maintenance and repairs, except for the costs to repair damage to the Simulator or Farmington Hills Police Department facility caused by a party's employee's use of the Simulator which costs shall be solely invoiced to and paid for by the responsible party. Franklin and Farmington shall pay invoices submitted under this paragraph within thirty (30) days of the date of the invoice. Before Farmington Hills is to undertake any major or extraordinary repair, replacement, or upgrades to the Simulator, it must receive consent of all parties. A major or extraordinary repair is one that exceeds a cost of Two Thousand Five Hundred Dollars (\$2,500).

C. Duration and Termination of Agreement. Except as provided below, this Agreement shall continue for the duration of the original Simulator system's operational end-of-life, which shall be when the cost to repair the Simulator system exceeds the depreciated value of the Simulator at the time of such repair as determined by and in the discretion of Farmington Hills' Finance Director or his or her designee. Farmington Hills' Police Chief, or his/her designee, shall provide written notification to Farmington's Public Safety Director and Franklin's Police Chief promptly upon determining that the Simulator system has reached its end-of-life. Notwithstanding the above, this Agreement may be terminated, at any time, in either of the following ways: (1) if Farmington Hills' Police Chief, Farmington's Public Safety Director and Franklin's Police Chief all agree to such termination in writing; or (2) if any of the parties to this Agreement violate a term or terms of this Agreement and fail to correct the violation(s) within thirty (30) days of the date of a written notice of the violation(s) and the method for correction from either of the other two parties. Upon termination of this Agreement, the value of the Simulator shall be appraised by a mutually agreed upon appraiser, and each party shall be paid its Proportionate Share of the appraised value determined in writing by the appraiser.

D. Terms and Conditions for Use. The following are the terms and conditions applicable to the shared use of the Simulator:

1. The Simulator shall be stored, utilized and maintained at the Farmington Hills Police Department.
2. Each party shall have its personnel trained to use the Simulator. Operation, system set-up and maintenance of the Simulator system shall only be conducted by the user's personnel who have been trained to do so.
3. Prior to utilizing the Simulator, the user's trained operator shall conduct a pre-use inspection of all equipment. Any equipment found not to be in proper operating condition or damaged during use shall be reported immediately, in writing, to the Farmington Hills Support Services/Training Sergeant with a copy forwarded to the Simulator system's trainer's home agency. A standardized pre-operation checklist will be developed and utilized by all users. If the non-functioning equipment causes a hazard to the equipment or safety of the users, training shall cease immediately until repaired.
4. The use of the Simulator system will be made available to all sworn police officers of the parties to this Agreement. The Farmington Hills Police Department will be responsible for the coordination of scheduling and notification of conflicts. Advanced notice and booking of each

use should be provided, when possible, and will take precedence over non-booked use. Scheduling shall be coordinated on a first-come-first-serve basis, and no party shall bump or take priority over any other. Scheduling will be the responsibility of the Farmington Hills Police Training Unit.

5. Simulator training using live-fire ammunition shall be conducted in the Farmington Hills Police indoor firearms range. All participants shall comply with Farmington Hills Police range operations and safety rules. A Farmington Hills Police certified range officer will be provided to assist with range start-up and shutdown. The party conducting Simulator training is responsible for providing all expendable training supplies, (e.g. ammunition, firearm cleaning supplies, etc.) and clean-up at the conclusion of each training session.
 6. All participants engaged in the use of the Simulator system conducted outside of the confines of the indoor range will ensure that no weapons or ammunition enter the designated training area. Instructors shall conduct a full safety inspection of the participants and training area to verify compliance. Weapons will not be left unsecured in the Farmington Hills Police building. If needed, lockboxes located at the command desk will be available for use.
 7. Each agency shall be responsible for any damage occurring to the Simulator system or the Farmington Hills Police Department facility caused by their employee during use.
 8. Farmington Hills shall be responsible for oversight and ordinary maintenance of the Simulator and shall initiate, arrange for or undertake reasonably necessary corrective actions or repairs to the Simulator, subject to proportional cost sharing as provided under this Agreement).
 9. Farmington Hills shall at all times during this Agreement maintain insurance on the Simulator. The cost of such insurance shall be shared amongst the parties according to each party's Proportionate Share. Any insurance proceeds for loss of or damage to the Simulator, unless utilized for the repair or replacement of the Simulator, shall be distributed to the parties in accordance with each party's Proportionate Share.
- E. Liaison; *Dispute Resolution*. Each party shall designate a representative from their respective departments who will serve as the liaison for purposes of administering the terms of this Agreement, and each party shall notify the other parties of their designee for these purposes. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the allegedly violating party in an attempt to settle the matter before pursuing other legal actions. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary.
- F. *Responsibility of Claims*. Except as otherwise provided in this Agreement, each party shall be responsible for any claims made against that party and for the acts of its respective police agency, officers, officials and employees. For any claims that may arise from the performance of this Agreement or use of the Simulator, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, none of the parties shall have any right under any legal principle to be indemnified by either of the other parties or any of the other parties' respective police agencies, officers, officials or employees in connection with any claim. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits, causes

of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

- G. Asset. Farmington and Franklin agree that the Simulator is owned exclusively by Farmington Hills and that this Agreement does not, in law or equity, confer upon them any ownership rights or equity in all or any portion of the Simulator. While this Agreement is in effect, Farmington Hills agrees not to sell, transfer, lease, pledge, or assign the Simulator without the consent of all parties.
- H. Governmental Immunity and Authority Unaffected. Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of the parties to this Agreement or any of their respective employees, appointees, officials or agents.
- I. No Third-Party Beneficiaries. This Agreement is not intended to, and does not, create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a named party to this Agreement. The parties will not authorize third party use of the system without prior approval of those entering into this Agreement.
- J. Assignments. The rights, duties and obligations under this Agreement are not assignable and may not be delegated by any party, except with the written approval of the other parties to this Agreement.
- K. Notices. Notices under this Agreement shall be directed to the Police Chief or Public Safety Director of the respective parties at the addresses on Page 1.
- L. Amendments. Amendments of this Agreement shall be in writing, approved by concurrent resolutions of the city councils and village board of the parties, and be signed by authorized representatives of the parties.
- M. Severability. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.
- N. Applicable Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
- O. No Waiver. Absent an express written waiver, the failure of a party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- P. Compliance with Laws. Each party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

Q. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

R. Filing. As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

CITY OF FARMINGTON HILLS

Dated: _____

By: _____
David Boyer, Its City Manager

Dated: _____

Attested By: _____
Pamela A. Smith, Its City Clerk

CITY OF FARMINGTON

Dated: _____

By: _____
(Print Name & Title: _____)

VILLAGE OF FRANKLIN

Dated: _____

By: _____
(Print Name & Title: _____)

**Farmington City Council
Staff Report**

Council Meeting Date:
May 15, 2017

**Reference
Number
6H**

Submitted by: Charles Eudy, Superintendent

Description Consideration to Authorize Purchase of Anti-Icing Swap loader attachment from Truck & Trailer Specialties.

Requested Action Move to authorize \$21,963.00 for the purchase of Anti-Icing Swap Loader attachment for the 2015 Freightliner Salt Truck from Truck & Trailer Specialties.

Background

City Administration is requesting the City Council authorization to purchase Anti-Icing Swap loader attachment from bids received by using the Rochester Hills RFP Co-operative purchasing program. The 2015 and 2016 Freightliner Salt Trucks and equipment were purchased from the Rochester Hills RFP. This Anti-Icing attachment will allow Farmington DPS crews to pre-treat road surfaces with a salt brine/beet juice mixture. The anti-icing treatment will reduce the snow bonding to the road surface, thus reducing the amount of road salt and time required to melt the snow from the roads after plowing.

The Fiscal Year 2016-17 Budget appropriated \$20,000 for the purchase of additional equipment for the 2015 Freightliner Salt Truck. This funding along with an additional \$2,000 has been transferred to the 2017/18 fiscal year. Administrative staff is recommending to purchase the Anti-Icing Swap loader attachment.

Current build time estimates for an attachment of this type is 120- 180 days. The City would be invoiced after the attachment is delivered.

In addition to using this attachment for Anti-Icing, it could also be used to transport water to the community gardens, watering of trees and plantings and festival events when water barrels are used to secure tents.

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Agenda Review			
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Department Head	Finance/Treasurer	City Attorney	City Manager
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TRUCK & TRAILER *Specialties, Inc.*

1200 Victory Drive | Howell, MI 48843 | www.ttspec.com | Ph: (517) 552-3855 | Fx: (517) 552-3666

April 21, 2017

City of Farmington
Attn: Chuck Eudy, DPS Superintendent
33720 West Nine Mile Road
Farmington, MI 48024

Equipment Quotation

Pricing based on the City of Rochester Hills RFP-RH-13-030

Awarded November 2013 two-year contract awarded to Truck & Trailer Specialties, Inc.

Project: SwapLoader Skid-mounted Dump Attachment for City's existing Single Axle Truck. City SwapLoader has Rexroth CS-550 Spreader Controller and existing Anti-Ice valve section.

Anti-Ice Tank System Attachment

Install Monroe Anti-Ice 1235 gal. Tank System skid-mounted SwapLoader attachment including the following:

1235 gallon polyethylene leg style tank with tank hold-down hardware
143 three ring baffle balls
Three-lane, closed-loop, non-tiered plumbing kit
190 gpm centrifugal pump with hydraulic motor (Needs 12 GPM for proper operation)
Raven flow meter
Three-lane electric boom valves
Three-lane stainless steel wet booms with streamer nozzles; telescoping mount with boat winch strap
Plumb hydraulic circuit from the rear to the left front corner of the skid for hookup and disconnect just behind the cab
Wire boom valve circuit, flow meter circuit and lighting circuit from rear of skid to left front corner of the skid for hook up just behind the cab
Install Betts Dri-seal junction box for wire termination and pigtail outlets
Install agitation kit with eductor nozzles
Install hot-dipped galvanized, unpainted, mild steel skid and mounting hardware
Rollers painted only
Install three (3) switches mounted at controller in-cab for left, center and right boom control
Install 2-hole poly light boxes at the rear of the body including the following:
One (1) SoundOff LED Amber flasher and one (1) SoundOff LED STT light in each box
Lights will be wired to a junction box and the wiring will be extended to the left front corner for hook up with a plug

Install Hose Reel with 75' x 3/4" hose including the following:

Add additional coil to the valve stack so pump can be operated independently from the spreader system
Add additional solenoid operated boom valve to control the hose reel circuit
Install double-check in pump circuit
Install weatherproof switch at the rear near the hose reel so the unit can be turned on outside at the rear (This control circuit will allow the hose reel to be operated without the use of the controller. The system could be used for summer watering or could also be used for application of liquid de-icing materials to sidewalks in winter operations. Because it operates independently of the controller, the necessity to change programs in the controller in order to operate the hose reel circuit will be eliminated.)

Above Anti-Ice Tank System Attachment: \$21,963.00 ea.

Payment Terms: Net 30. Pricing effective for 90 days.

FOB: Farmington, MI

TRUCK & TRAILER *Specialties, Inc.*

1200 Victory Drive | Howell, MI 48843 | www.ttspec.com | Ph: (517) 552-3855 | Fx: (517) 552-3666

Delivery: 120-180 days ARO

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Dan Bouwman



UNLOAD ON SOLID SURFACE ONLY

221

TRUCK & TRAILER
Specialties, Inc.

Farmington City Council Agenda Item	Council Meeting Date: May 15, 2017	Item Number 6I	
Submitted by Charles Eudy, Superintendent			
Agenda Topic Consideration to formally approve the Farmington Engineering Standards			
Proposed Motion Move to adopt resolution approving the Farmington Engineering Standards			
Background <p>The City of Farmington Engineering Standards have been overdue to be compiled into a standalone document.</p> <p>City Administrative staff along with Engineers at Orchard Hiltz, and McCliment (OHM) have researched and documented Engineering Standards which are applicable and required for developments in the City of Farmington. The Engineering Standards will now be a formal document available electronically for any developer to review. The Engineering Standard's document will ensure every development follows the City's requirements and reduce the number of questions from a developer to City staff.</p> <p>Staff at Johnson, Rosati, Schultz & Joppich, P.C. have reviewed the Engineering Standards and believe they no contradictions to the City of Farmington Code of Ordinance or other State or Federal requirements. The Engineering Standards will complement our current Ordinances.</p>			
Materials Attached Engineering Standards Resolution			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON

OAKLAND COUNTY, MICHIGAN

**RESOLUTION TO ADOPT CITY OF FARMINGTON
ENGINEERING STANDARDS AND DESIGN SPECIFICATIONS**

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

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

WHEREAS, the existence and constant improvement of the growing network of public utility, drainage and road system infrastructure within the City of Farmington demands the need to maintain an updated compilation of engineering based standards and design specifications for development and infrastructure improvements; and

WHEREAS, the City Administration has prepared City of Farmington Engineering Standards and Design Specifications applicable to public infrastructure, including but not limited to, water and sanitary sewer system infrastructure, road paving, sidewalks, and storm sewer; and

WHEREAS, the standards were created to ensure infrastructure is installed at a high level of quality in the interest of promoting economic growth while facilitating maintenance and operations of the utilities; and

WHEREAS, the standards will help serve as a guide through the engineering and construction stages of a project by providing information so one can effectively and efficiently navigate through the process; and

WHEREAS, the standards supplement all other applicable requirements of the City Ordinances as well as requirements of any other impacted agencies.

NOW THEREFORE, BE IT RESOLVED that the City Council adopts City of Farmington Engineering Standards and Design Specifications as presented.

AYES:

NAYS:

ABSTENTIONS:

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

I, SUE HALBERSTADT, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a

Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on _____ day of _____, 2017, the original of which is on file in my office.

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

SUE HALBERSTADT
Clerk, City of Farmington

**Farmington City Council
Staff Report**

**Council Meeting
Date: May 15, 2017**

**Item
Number
6J**

Submitted by: Melissa Andrade

Agenda Topic

Organizers of the Community Picnic to Save the Freedom House have requested a charitable gaming licenses in order to run a raffle at their event in an effort to raise funds for the Freedom House, which is a non-profit organization.

Proposed Motion: Move to adopt a resolution for charitable gaming licenses in order to hold a raffle to raise funds for the Freedom House at the Community Picnic to Save the Freedom House scheduled for June 25 from 2 – 5 p.m. in Riley Park.

Background:

At its April 3 meeting, city council approve an event request brought forth by residents Cheryl Willette and Becky Burnes to hold a Community Picnic to Save the Freedom House in Riley Park on June 25, 2017 from 2 – 5 p.m. The group would like to hold a raffle to help raise funds and is seeking permission from both the City Council and State of Michigan for a charitable gaming license.

Materials:



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

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

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

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

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.



Charitable Gaming Division
 c/o Accounting
 Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing, MI 48933
 (517) 335-5780
 www.michigan.gov/og

RAFFLE LICENSE APPLICATION

For Bureau Use Only

ALLOW 6 WEEKS FOR PROCESSING.
 PLEASE PRINT OR TYPE IN BLUE OR BLACK INK.

QUALIFICATION INFORMATION	1. Organization Name <i>Freedom House</i>				2. Organization ID Number or Last License Number Issued <i>123868</i>	
	3. Organization Street Address <i>2630 W. Lafayette</i>		City <i>Detroit</i>	State <i>MI</i>	Zip Code <i>48216</i>	County <i>Wayne</i>
	Organization Mailing Address <i>Same</i>		City	State	Zip Code	
	4. Has your organization ever received a license such as bingo, millionaire party, raffle, charity game ticket, or numeral game? <input checked="" type="checkbox"/> Yes - Complete application and submit with the appropriate fee. <input type="checkbox"/> No - Please follow the instructions on the qualification guideline. If a guideline was not included or you do not understand it, contact our office at (517) 335-5780 to inquire as to what documentation must be submitted to qualify for licensing.					
	5. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			6. Has your organization received contributions or made expenditures of \$500 or more in the last calendar year for the purpose of influencing or attempting to influence the action of voters for or against the nomination or election of a candidate, or the qualification, passage, or defeat of a ballot question? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

SIGNATURE(S)	7. Provide name, title, home address, and telephone numbers for the PRINCIPAL OFFICER, e.g., president, grand knight, worthy matron, etc., and the vice president or equivalent and one other officer of the organization. SIGNATURE OF PRINCIPAL OFFICER REQUIRED - OR - signatures of the vice president or equivalent and one other officer. NOTE: Executive director signature not acceptable.					
	Name and Title		Street, City, State, ZIP Code		Telephone Numbers	
	Principal Officer <i>Deborah Drennon</i>		<i>2630 W. Lafayette</i> <i>MI 48216</i>		Day <i>3139644320</i>	
	Title <i>Executive Director</i>				Evening <i>248-508-2765</i>	
	Signature of Principal Officer <i>[Signature]</i>				Date <i>5-12-17</i>	
	- OR -					
	Name and Title		Street, City, State, ZIP Code		Telephone Numbers	
	Vice President or Equivalent <i>Kristin Palm</i>		<i>2630 W. Lafayette</i> <i>MI 48216</i>		Day <i>3139644320</i>	
	Title <i>Board Member</i>				Evening <i>313-618-2651</i>	
	Signature of Vice President or Equivalent <i>[Signature]</i>				Date <i>5-12-17</i>	
Name and Title		Street, City, State, ZIP Code		Telephone Numbers		
Other Officer				Day		
Title				Evening		
Signature of Other Officer				Date		
By signing above, I CERTIFY that I am at least 18 years of age, the organization applying is a NONPROFIT organization, I have examined this application and there is no misrepresentation or falsification in the information stated or attached, and the facts underlying our original qualification status remain unchanged. I FURTHER CERTIFY that I am aware that false or misleading statements will be cause for rejection of this application or revocation of the right to obtain any future licenses and I AM AWARE OF AND AGREE TO the conditions of Act 382 of the Public Acts of 1972, as amended, and the rules and directives of the Michigan Bureau of State Lottery.						

PLEASE COMPLETE THE BACK PAGE OF THIS APPLICATION
PLEASE MAKE A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS



RAFFLE INFORMATION	8. Contact Person <i>Cheryl Willette</i>		9. Raffle Location (building name, if any) <i>Riley Park</i>	
	Mailing Address Where License Should Be Sent <i>2630 W. Ladysmith</i>		Street Address	
	City <i>Detroit</i>	State <i>MI</i>	ZIP Code <i>48216</i>	City <i>Farmington MI</i>
	Telephone Number (Day)	Telephone Number (Evening)	ZIP Code <i>48336</i>	County <i>Cakland</i>
10. List name, home address, and telephone numbers of the person(s) in charge of raffle. Must be member for 6 months. If more than one chairperson, attach additional list.				
Raffle Chairperson Name <i>Kristin Palm</i>		Street, City, State, ZIP Code <i>1212 St. Aubin Place Detroit MI 48207</i>		Telephone Numbers Day Evening
11. If the total value of all prizes awarded in one day is \$500 or LESS, complete this section.				
SMALL	Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.):		License Fee:	
	Date <i>6-25-17</i>	Time a.m. <i>2m</i> to <i>5p</i> a.m.	All drawing dates included on this application must be at the same location. \$15 for 1, 2, or 3 drawing dates plus \$5 for each additional drawing date. (Example: 1 drawing date = \$15 fee, 6 drawing dates = \$30 fee.)	
	Date	Time a.m. to a.m.	Enter the total number of small drawing dates. <i>6-25-17</i>	
	Date	Time a.m. to a.m.	\$15	
<input type="checkbox"/> Check here if there are additional drawing dates and attach list.				
-OR- If the total value of all prizes awarded in one day is MORE than \$500, complete this section.				
LARGE	Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.):		License Fee:	
	Date	Time a.m. to a.m.	All drawing dates included on this application must be at the same location.	
	Date	Time a.m. to a.m.	\$50 x _____ = \$0	
			Number of Dates	
<input type="checkbox"/> Check here if there are additional drawing dates and attach list.				

12. Will you be conducting an in-house raffle ONLY where there is no presale of the raffle tickets before the occasion? Yes No
If yes, there is no need to complete the raffle ticket below.

13. Complete the boxes below in ink; ensure the ticket is printed with all of the required items. See Raffle Rule 506.

- Indicate any additional information that will appear on the actual tickets.

RAFFLE		001 Ticket #	001 Ticket #
Name of Licensee			
Drawing Date(s)	Prizes	Drawing Time(s) p.m.	
First Prize *		Purchaser's Name	
Second Prize (if applicable)		Purchaser's Address	
Third Prize (if applicable)		Purchaser's Phone #	
Minimum 50/50 Prize (if applicable)			
		Ticket Price	
<i>Riley Park Pavilion</i> Raffle Location		<i>48336</i> (to be added when issued) License Number	
<i>Grand River Road St Farmington, MI</i>			

* For large prizes, you may want to include a disclaimer that states "If xxx (indicate number) tickets are not sold, the drawing will revert to a 50/50 raffle with the minimum prize of \$xxx (indicate dollar amount) awarded."

Make checks payable to: STATE OF MICHIGAN
Submit completed application, supporting documents, and license fee to:
Charitable Gaming Division, c/o Accounting, Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY: 101 E. Hillsdale, Lansing, MI 48933



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

City of Farmington Special Event Application

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

Sponsoring Organization's Name See attached list

Organization Phone: 248-893-7474 248-442-2360

Organization Address 21108 Meadowlark St.

Organization's Agent: Cheryl Willette Phone: 248-893-7474

Agent's Title: Becky Burns Co-Chairs E-mail: 248-442-2360

Agent's Address: 21108 Meadowlark St E-mail: caw1946@hotmail.com
beckburns@tds.net

Event Name: tentative: Community Picnic to Save Freedom House

Event Purpose: Fundraiser and Community Fellowship

Event Dates: June 25

Event Times: 2p.m. - 5p.m

Event Location: Riley Park + Pavilion

Number of People Expected: 300-500

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

City Operated Event

Co-sponsored Event

Private Event
Prohibited in Riley Park

Non-Profit Event

For-Profit Event

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

We are in the process of garnering sponsors and are waiting for commitments from several organizations in the communities of Farmington and Farmington Hills.

Sponsoring Organizations to Date:

Sunflour Bakehaus 33250 Grand River Farmington	Becky Burns	beckburns@tds.net	248-442-2360
Hope Lutheran Church 39200 W. 12 Mile Rd, Farmington Hills	Jessica Beamer	djbeamer@sbcglobal.net	248-227-1957
First Presbyterian Church 26165 Farmington Rd Farmington Hills	Karen Linnell	klinnell@sbcglobal.net	
Birmingham Temple 28611 12 Mile Farmington Hills	Rabbi Jeffrey Falick	rabbi@birminghamtemple.com	248-477-1410
Tawheed Center 29707 W 10 Mile Farmington, MI	Asim Khan		248-426-7360
Muslim Community Mosque 35700 12 Mile Farmington Hills	Afroz Khan	khanafroz@yahoo.com	248-719-2838

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

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

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

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

() I have invited local businesses to participate.

Those invited include: We will invite surrounding
merchants to participate if
they wish.

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

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

6. Other Requests:

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

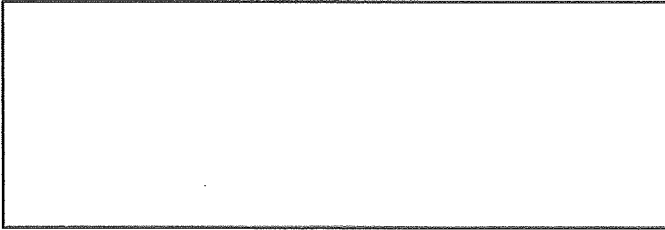
Signs or banners approved by the city of Farmington for special events shall be designed and made in an artistic and workman-like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

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

we will have some kind of sign and will submit a design for approval.

Banner Length

Width

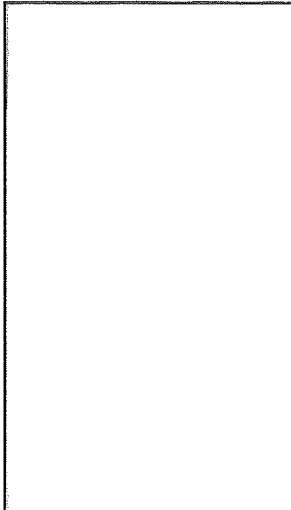


Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height



Write copy of sign in the box.

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

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

2/26/2017
Date

Cheryl A. Willette
Signature of Sponsoring Organization's Agent
Becky Burns

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

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

Phone: 248-474-5500, ext. 2221