



REGULAR MEETING AGENDA

1. CALL TO ORDER

Roll Call

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF ITEMS ON CONSENT AGENDA

A. Special Meeting Minutes of September 4, 2012

B. Approve Farmington Monthly Payments Report September 2012

C. Approve Farmington Public Safety Monthly Report September 2012

4. APPROVAL OF REGULAR AGENDA

5. PUBLIC COMMENT

6. PRESENTATION/PUBLIC HEARINGS

A. Nathan Power Burial Site Certificate of Acceptance for Inclusion in the National Underground Railroad Network to Freedom

B. Introduction to the Southeast Michigan Regional Energy Office Jacob Stevens Corvidae, Board President SE Michigan Regional Energy Office

C. Proposal 3:25 by 2025 Hugh McDiarmid, Communications Director Michigan Environmental Council

D. Public Hearing - Program Year 2013 Community Development Block Grant

E. Presentation - City of Farmington Title VI Non-Discrimination and Limited English Proficiency (LEP) Plans

7. UNFINISHED BUSINESS

A. Consideration to Approve Drakeshire Shopping Center Special Assessment Agreement

B. Consideration to Adopt Drakeshire Special Assessment District Reimbursement Resolution

C. Consideration to Approve Professional Services Agreement with STA Architects for Drakeshire Shopping Center Improvements

- D. Consideration to Approve Construction Agreement for Drakeshire Shopping Center Improvements**
- E. Consideration to Approve Program Year 2013 Community Development Block Grant Application**

8. NEW BUSINESS

- A. Consideration to Approve City of Farmington Title VI Non-Discrimination Plan and Limited English Proficiency Plan**
- B. Consideration to Approve 2013 Council Meeting Dates**
- C. Consideration to Renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County**
- D. Consideration of State Trunkline Operating Permit and Indemnification Resolution**

9. DEPARTMENT HEAD COMMENTS

10. COUNCIL COMMENT

11. ADJOURNMENT

**Farmington City Council
Staff Report****Council Meeting Date:**
October 15, 2012**Reference
Number
(ID # 1069)****Submitted by:** Vincent Pastue, Chairperson**Description:** Special Meeting Minutes of September 4, 2012**Requested Action:****Background:****Agenda Review****Review:****Vincent Pastue Pending**
City Manager Pending
City Council Pending

**Farmington City Council
Staff Report****Council Meeting Date:**
October 15, 2012**Reference
Number
(ID # 1061)****Submitted by:** Vincent Pastue, Chairperson**Description:** Approve Farmington Monthly Payments Report September 2012**Requested Action:**

<<Enter Requested Action or None>>

Background:**Agenda Review****Review:**

Vincent Pastue	Pending
City Manager	Pending
City Council	Pending

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF SEPTEMBER 2012

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 389,406.47
202	MAJOR STREET FUND	\$ 45,927.59
203	LOCAL STREET FUND	\$ 1,951.87
243	BROWNFIELD REDEVELOPMENT AUTHORITY	\$ 4,777.57
351	GENERAL DEBT SERVICE FUND	\$ 27,584.94
592	WATER & SEWER FUND	\$ 190,503.03
595	FARMINGTON COMMUNITY THEATRE FUND	\$ 28,507.65
601	EMPLOYEE ACCRUED BENEFITS FUND	\$ 11,581.83
701	AGENCY FUND	\$ 279,117.00
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 59,518.53
	TOTAL CITY PAYMENTS ISSUED:	\$ 1,038,876.48
136	47TH DISTRICT COURT FUND	\$ 225,370.43
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 41,902.27
296	SWOCC FUND	\$ 8,542.21
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 275,814.91
	TOTAL PAYMENTS ISSUED	\$ 1,314,691.39

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF SEPTEMBER 2012

<u>TRANSFER FROM:</u>	<u>TRANSFER TO:</u>	<u>DESCRIPTION:</u>	<u>AMOUNT:</u>
Agency Tax	Farmington Public Schools	Tax Payment #6	444,600.85
Agency Tax	Oakland County	Tax Payment #6	773,242.92
Agency Tax	Farmington Comm. Library	Tax Payment #6	49,109.70
Agency Tax	Farmington Public Schools	Tax Payment #7	886,062.66
Agency Tax	Oakland County	Tax Payment #7	1,751,302.48
Agency Tax	Farmington Comm. Library	Tax Payment #7	114,743.57
Agency Tax	Farmington Public Schools	Tax Payment #8	7,932.54
Agency Tax	Oakland County	Tax Payment #8	13,881.34
Agency Tax	Farmington Comm. Library	Tax Payment #8	866.31
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	198,300.61
General Fund	Federal Gov't	W/H & FICA Payroll	66,506.12
General Fund	MERS	August Transfer	50,938.76
	TOTAL CITY ACH TRANSFERS		3,090,534.39
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	81,851.79
Court Fund	Federal Gov't	W/H & FICA Payroll	27,828.89
SWOCC Fund	Chase (Disbursing Acct)	Dir.Dep. Pay & W/H & FICA	18,567.01
DDA Fund	Included in General Fund Transfers		
	TOTAL OTHER ENTITIES ACH TRANSFERS		128,247.69

**Farmington City Council
Staff Report****Council Meeting Date:**
October 15, 2012**Reference
Number
(ID # 1062)****Submitted by:** Vincent Pastue, Chairperson**Description:** Approve Farmington Public Safety Monthly Report September 2012**Requested Action:**

<<Enter Requested Action or None>>

Background:**Agenda Review****Review:**

Vincent Pastue	Pending
City Manager	Pending
City Council	Pending



MONTHLY REPORT SEPTEMBER 2012

CARRYING A CONCEALED WEAPON

On September 1st, a midnight shift officer stopped a vehicle for speeding on Farmington Road near Kingslane. Upon contacting the driver, it was learned that he had a warrant out of Battle Creek for operating under the influence of drugs. The driver was removed from the vehicle and patted down for weapons. An illegal switch blade was located in his pocket. The driver was arrested for possession of a switch blade and housed in the Farmington jail pending a warrant.

LARCENY FROM AUTO

On September 1st, a parishioner of Our Lady of Sorrows Church stated that someone broke out the passenger window of her vehicle and stole her purse that was on the floorboard of the vehicle. No one was seen in the area prior to the incident.

OPERATING WHILE INTOXICATED

On September 2nd, at 1:45 a.m., an officer observed a vehicle swerving within its lane and out of its lane on Grand River near Drake Road. A traffic stop was conducted on the twenty-nine year old female driver who was found to be intoxicated. She admitted to drinking in Royal Oak and failed field sobriety tests. A breath test returned with a result of .13. She was arrested for Operating While Intoxicated and housed.

OPERATING UNDER THE INFLUENCE OF DRUGS

On September 2nd, a midnight shift officer was on patrol on M5 near Farmington Road. The officer observed a vehicle swerving and the vehicle almost struck the patrol car. The officer stopped the vehicle and made contact with the driver. The driver was visibly under the influence of drugs. The driver was confused and could not stand. During sobriety tests, the driver fell to his knees and vomited. Community EMS was summoned for a possible drug overdose. It was later learned that the subject had smoked Marijuana a few hours prior and the driver suspected that it had been laced with another unknown drug. The driver was transported to Botsford Hospital for a blood draw and treatment.

OPERATING WHILE INTOXICATED

On September 3rd, at approximately 11:10 p.m., an officer stopped a VW Jetta in the area of Grand River Avenue and Farmington Road for failing to signal when turning. A subsequent investigation revealed that the driver had been operating the vehicle while intoxicated. The woman failed several sobriety exams and was arrested for Operating While Intoxicated (OWI). The woman submitted to a breath test with a result of .15

Monthly Report
September 2012
Page 2

BAC. The woman was housed at the Farmington jail until she was sober and posted bond. This is the woman's second offense for OWI in ten years.

UTTERING AND PUBLISHING

On September 4th, at 1:34 p.m., officers responded to the Talmer Bank on a report of a female attempting to pass a fraudulent check. While en route, the female left the bank. A vehicle travelling at a high rate of speed out of the parking lot was stopped and the suspect was arrested for the fraudulent check as well as being in possession of a stun gun.

OPERATING UNDER THE INFLUENCE OF NARCOTICS

On September 6th, at approximately 9:38 p.m., an officer on patrol observed a Dodge Ram pick-up truck heading west on Grand River Avenue near Gill Road cross into oncoming traffic, strike a curb, and stop on the front lawn of the Village Animal Clinic. The officer approached the vehicle and noted that the driver was hanging her head out the window stating that she was drugged and believes that she is going to die. The officer learned that the female and her friend were drinking heavily in Westland when they decided to take an unknown pill while partying. They decided to try to drive themselves to the hospital once they started having a negative experience with the pill. Both occupants of the vehicle were transported to Botsford Hospital. The officer obtained a search warrant for the driver's blood. The incident has been forwarded to the Detective Bureau who will seek a warrant for the driver's arrest for Operating Under the Influence of Drugs.

OPERATING UNDER THE INFLUENCE OF DRUGS/POSSESSION OF MARIJUANA

On September 7th an officer observed a vehicle fail to stop at a stop sign at Lilac and Grand River. A traffic stop was conducted. The officer detected an odor of marijuana coming from the interior of the vehicle. A search of the vehicle revealed 8.1 grams of marijuana in the passenger's purse. The passenger was arrested for marijuana possession. The driver admitted to utilizing marijuana prior to the stop. The driver failed field sobriety tests and was arrested for Operating Under the Influence of Drugs (OUID). The driver submitted to a voluntary blood draw. The driver was issued a citation for OUID and housed. The passenger was processed for marijuana possession and posted bond. The passenger was issued a citation for Possession of Marijuana and Drug Paraphernalia and released.

FLEEING AND ELUDING

On September 7th Farmington Hills officers responded to Green Hill Apartments on a Larceny From Auto in progress. The Hills officers reported a suspicious white van leaving the scene at a high rate of speed. A Farmington officer observed the white van traveling at a high rate of speed eastbound on Nine Mile near Farmington Road. A pursuit ensued and was terminated at Grand River near Eight Mile. Redford and Detroit were advised of the incident.

BREAKING AND ENTERING

On September 7th an officer responded to E-Shred located at 33300 Nine Mile on a

Monthly Report
September 2012
Page 3

Malicious Destruction of Property report. Upon arrival the officer observed a shattered rear window (3'X 3') on the northwest corner of the business. The officer observed a brick on the floor of the business. A computer was taken from the business. The alarm never activated as it appears no entry was made. The scene was photographed. No suspect information.

ODOR INVESTIGATION

On September 7th, at approximately 4:27 p.m., officers responded to the 34000 block of Oakland Street for a report of an odor of natural gas. Upon arrival officers determined that the odor is actually from the odor of fresh painting that had been done at the residence.

OPERATING WHILE INTOXICATED THIRD OFFENSE/DRIVING WHILE LICENSE SUSPENDED

On September 8th an officer observed a vehicle traveling the wrong way on Thomas Street, a one way street. A traffic stop was conducted at Grand River and Grace. The officer detected an odor of intoxicants coming from the interior of the vehicle. The driver admitted to consuming a beer and being suspended. The driver failed field sobriety tests with a PBT of .10(9). The driver was arrested for Operating While Intoxicated (OWI). A breath test at the station yielded a BAC of .12/.11. The driver had prior OWI convictions out of Berkley and Oak Park. The report will be forwarded to the Oakland County Prosecutor's Office on charges of OWI III and Driving While License Suspended.

OPERATING WHILE INTOXICATED

On September 8th an officer observed a vehicle fail to signal and drift left of center as it traveled northbound on Power Road from Shiawassee. A traffic stop was conducted. The officer detected an odor of intoxicants coming from the vehicle. The driver admitted to having two large beers at his sister's house. The driver failed field sobriety tests with a PBT of .14(7). The driver was arrested for Operating While Intoxicated (OWI). A breath test at the station yielded a BAC of .15. The officer issued the driver a citation for OWI and housed same until sober.

JUVENILE COMPLAINT

On September 8th, at approximately 8:31 p.m., officers responded to the Longacre Elementary School for a report of three juveniles on top of the building. Upon arrival the officers located the juveniles in the park who admitted to being on top of the building in order to see what it was like up there. Officers could find no signs of damage on the building but are forwarding the report to Farmington High School, where the juveniles go to school, to pursue discipline.

POSSESSION OF MARIJUANA

On September 9th an officer stopped a vehicle for driving without headlights activated on northbound Farmington Road south of Nine Mile. The officer detected an odor of marijuana coming from the interior of the vehicle. The driver and vehicle were searched. The officer located a baggie of suspected marijuana in the jacket pocket of

Monthly Report
September 2012
Page 4

the driver. The officer confiscated the bag of marijuana and arrested the driver for Possession of Marijuana. The officer issued the driver a citation for marijuana possession. The driver was housed pending receipt of bond money or morning arraignment.

OPERATING WHILE INTOXICATED

On September 9th an officer stopped a vehicle for following too closely and stopping in the roadway on eastbound Grand River near Brookdale. The officer detected an odor of intoxicants coming from the vehicle. The twenty year old driver admitted to consuming alcohol at a club in Detroit. The driver failed field sobriety tests with a PBT of .10(0). The driver was arrested for Operating While Intoxicated (OWI). A breath test at the station revealed a BAC of .11. The officer issued the driver a citation for OWI. The driver was held until sober.

ASSIST OTHER POLICE DEPARTMENT

On September 10th, this department assisted Farmington Hills Police Department on a traffic accident involving a car versus bicyclist at Nine Mile and Farmington Road.

SUSPICIOUS CIRCUMSTANCE

On September 10th, a resident of Kensington Manor Apartments called this department after arriving home and finding the front door to her apartment unlocked. Upon arrival, the apartment was checked and nothing was found disturbed or missing. The resident stated that maintenance performed work on her balcony on this date, and must have left her apartment unlocked.

DRIVING WHILE LICENSE SUSPENDED/WARRANTS OTHER POLICE DEPARTMENTS

On September 11th, an officer on patrol observed a vehicle on M-5 near Farmington Road with an expired license plate. A traffic stop was initiated and upon making contact with the driver, it was found that the driver's license was suspended. A further check revealed that the driver had several outstanding traffic warrants out of other agencies. The driver was arrested for Driving While License Suspended and the outstanding warrants.

OPERATING WHILE INTOXICATED/OPERATING UNDER THE INFLUENCE OF DRUGS

On September 11th, an officer stopped a vehicle on Freedom near Gill Road for improper lane use. The vehicle was observed traveling in the wrong lane of traffic on Drake near Oakland and on Freedom near Drake. The vehicle was also traveling on two flat tires. The officer detected an odor of intoxicants coming from the vehicle. The driver admitted to consuming Vodka with Ambien after an altercation with his wife in Farmington Hills. The driver admitted to hitting a tree but did not recall the location. The driver failed field sobriety tests with a PBT of .09(1). The driver was arrested for Operating While Intoxicated (OWI) and Operating Under the Influence of Drugs (OUID). A voluntary blood draw was completed at the station. The officer issued a citation to the driver for OWI/OUID. The driver was housed until sober.

Monthly Report
September 2012
Page 5

OPERATING WHILE INTOXICATED

On September 12th, an officer stopped a vehicle on Grand River near Mooney for improper lane use. The driver admitted to being lost. The driver was attempting to drive home to her residence in Novi. The officer detected an odor of intoxicants coming from the interior of the vehicle. The driver admitted to consuming vodka at Scores Bar in Farmington Hills. The driver failed field sobriety tests with a PBT of .09(4). The driver was arrested for Operating While Intoxicated (OWI). A breath test was administered at the station with a result of .10. The driver received a citation for OWI and was housed until sober.

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

On September 12th, an officer on patrol in the area of Grand River and Shiawassee observed a vehicle make a turn while failing to signal and then weaving back and forth in its' lane. A traffic stop on the vehicle revealed that the driver had a suspended driver's license and outstanding traffic warrants out of another agency. A consent search of the vehicle revealed a Marijuana cigarette. The subject was arrested and transported to the station.

DRIVING WHILE LICENSE SUSPENDED

On September 13th, at 8:30 a.m., an officer stopped a vehicle for making a couple of turns in a row without signaling. The driver had a suspended driver's license along with warrants from other police departments in the area and was placed under arrest. The driver was transported to the station where she was processed and housed awaiting arraignment.

ASSIST OTHER POLICE DEPARTMENT

On September 13th, officers were dispatched to the Rustic Pub to assist Farmington Hills police with a missing Dementia patient who had walked away from a group home and had walked into the Rustic Pub. The subject was located at the Rustic Pub and turned over to Farmington Hills police to be taken home.

POSSESSION OF MARIJUANA

On September 14th, an officer on patrol made traffic stop on a vehicle at Grand River and Halsted for speeding. Upon making contact with the driver, an odor of burnt Marijuana was coming from the interior of the vehicle. The driver admitted to having smoked a "joint" just prior to leaving work, but stated there was no more Marijuana in the vehicle. The driver was asked to exit the vehicle and admitted to having the "marijuana joint" in his sock, which was found. The driver was arrested for Violation of Public Health Code and transported to the station.

OPERATING WHILE INTOXICATED

On September 14th, officers were dispatched to the area of Grand River and Power Road on a report of an intoxicated driver. Dispatch advised that the driver of the vehicle had just left a liquor store on Orchard Lake Road and appeared intoxicated. An officer located the vehicle as it was pulling into Farmington West Apartment's. Upon making

Monthly Report
September 2012
Page 6

contact with the driver, a strong odor of intoxicants was coming from the driver. Upon further investigation, the driver was found to be Operating While Intoxicated and arrested.

ODOR INVESTIGATION

On September 15th, at 11:35 a.m., officers were dispatched to the 23800 block of Drake Road for the odor of natural gas inside a residence. Upon arrival, officers were unable to smell an odor of natural gas. The home was checked with monitoring equipment and found to be free of natural gas. The residents were advised to call back if they smelled the odor again.

OPERATING WHILE INTOXICATED

While conducting an apartment watch at Kensington Manor Apartments on September 15th, an officer observed a vehicle attempting to turn in reverse. The vehicle struck a curb and became wedged on the sidewalk. The driver was attempting to turn around and exit the complex on South Manor Drive. The officer detected an odor of intoxicants coming from the vehicle. The driver admitted to having three beers at his residence in Muirwood. The driver was dropping off a friend at Kensington Manor. The driver failed field sobriety test with a PBT of .12. The driver was arrested for Operating While Intoxicated (OWI). An inventory search yielded an open bottle of beer at the passenger's feet. The passenger was issued a citation for Open Intoxicant in a Motor Vehicle and released. The vehicle was impounded. A breath test at the station yielded a BAC of .11. The officer issued a citation to the driver for OWI. The driver produced bond money and was housed until sober.

OPERATING WHILE INTOXICATED

On September 16th, an officer stopped a vehicle for running the red light at Grand River and Halsted. The officer detected an odor of intoxicants coming from the vehicle. The driver admitted to consuming several drinks. The driver failed field sobriety tests with a PBT of .16. The driver was arrested for Operating While Intoxicated (OWI). A breath test at the station yielded at BAC of .17. The officer issued a citation to the driver for OWI. The driver was housed until sober.

OPERATING WHILE INTOXICATED

On September 16th, an officer stopped a vehicle on Grand River near School for a headlight out. The officer detected an odor of intoxicants coming from the vehicle. The driver admitted to consuming three beers at the Red Coat Tavern in Birmingham. The driver failed field sobriety tests with a PBT of .10. The driver was arrested for Operating While Intoxicated (OWI) and the vehicle was impounded. A breath test at the station yielded a BAC of .12/.12. The officer issued a citation to the driver for OWI. The driver was housed until sober.

ASSIST OTHER POLICE DEPARTMENT

On September 16th, officers responded to the area of M-5 near Drake Road to assist Farmington Hills on a motorcycle accident. Upon arrival, Farmington Hills police units were out with the driver of the motorcycle who had been ejected. Officers from this

Monthly Report
September 2012
Page 7

department assisted with medical care of the driver (C-Spine, C-Collar, and back boarding) until Farmington Hills fire units arrived on the scene. The patient was turned over to the Farmington Hills Fire Department for transport to Botsford Hospital.

TRESPASSING

On September 17th, at approximately 10:35 p.m., officers were dispatched to a home on Lakeway Street on a report of suspicious people at a foreclosed home. Upon arrival officers located several subjects sitting on the back porch of a foreclosed home and one was in possession of Marijuana. Officers learned that the subjects were the former owners of the property and that they had returned to have a party. The subject in possession of the Marijuana had a valid medical Marijuana card. All subjects were advised to leave the property or face arrest for trespassing since the property was signed as "No Trespassing." All subjects complied.

DRIVING WHILE LICENSE SUSPENDED

On September 19th, at approximately 5:25 p.m., a sergeant stopped a vehicle in the area of Shiawassee and Mooney for having an expired license plate. Further investigation revealed that the driver has a suspended license and no insurance for the vehicle. The driver was arrested for Driving While License Suspended and his vehicle was impounded.

OPERATING WHILE INTOXICATED/DRIVING WHILE LICENSE SUSPENDED

On September 19th an officer conducted a traffic stop at Grand River and Halsted on a vehicle with a defective driver side headlight. The officer detected an odor of intoxicants coming from the interior of the vehicle. The driver admitted to having a beer at the Grand Tavern in Farmington Hills. The driver failed field sobriety tests with a PBT of .08(8). The driver was also suspended and had two outstanding warrants out of this police department for traffic violations. The driver was arrested for Operating While Intoxicated (OWI), Driving While License Suspended (DWLS) and the warrants. The vehicle was impounded. The driver submitted to a breath test at the station with a BAC of .10. The officer issued the driver a citation for OWI, DWLS and defective headlight. The driver was housed for arraignment. The warrants were removed from LEIN.

MALICIOUS DESTRUCTION OF PROPERTY

On September 20th, an officer took a report of damage to property at a business in the 23600 block of Liberty Street. The business owner reported that the night prior, one of the windows to his business was broken. The business owner believes that the damage was done by skateboarders that often loiter on his property after hours.

RETAIL FRAUD

On September 20th, at approximately 7:30 p.m., an officer responded to Kathy's Closet retail store for a report of a stolen fur coat. Upon arrival the officer spoke with the owner of the business who reported that a white female came into the store with a black male. The female attempted to sell some items to the owner while the male walked around the store. The male left the store as the owner was telling the female that she was not interested in the items. After the female left, the owner noted that one of the fur coats

Monthly Report
September 2012
Page 8

was missing. The owner advised that the female and the male left the parking lot in a newer red extended cab pick up truck.

MINOR IN POSSESSION

On September 22nd an officer observed a young white male having trouble riding his bike on the sidewalk on the south side of Grand River near Power. The bicyclist was very unsteady and weaving on the sidewalk. The officer observed the bicyclist run off the sidewalk on the grass on several occasions. The officer made contact with the bicyclist and learned he was nineteen years old. The officer detected a strong odor of intoxicants on his breath. A PBT was administered with a result of .22(1). The officer issued a citation for Minor in Possession by Consumption and transported the subject to his mother's residence with his bike.

OPERATING WHILE INTOXICATED IV/DRIVING WHILE LICENSE SUSPENDED 2ND

On September 22nd an officer observed a vehicle travelling westbound on Eight Mile near Farmington Road with bright lights activated. The officer also observed the vehicle to have fresh accident damage to its front end and a flat front passenger tire. A traffic stop was conducted on Eight Mile west of Farmington Road. The driver admitted to being in a hit and run accident in Detroit. The driver was too scared to stop. The officer detected an odor of intoxicants coming from the vehicle. The driver admitted to consuming several beers in Detroit. The driver failed field sobriety tests with a PBT of .21(0). The driver was arrested for Operating While Intoxicated (OWI). The driver refused a breath test and a search warrant for blood was obtained. The driver had three prior OWI convictions out of Oak Park, Dearborn and Pontiac. The subject also had a Driving While License Suspended (DWLS) conviction out of Pontiac. The case was forwarded to the Detective Bureau for warrant presentation to the Oakland County Prosecutor's Office for OWI IV and DWLS 2nd.

FIRE ALARM

On September 22nd, at approximately 8:14 p.m., officers were dispatched to a fire alarm at the Comerica Bank. Upon arrival officers learned from corporate security that the alarm was false and appears that the company is having problems with its alarm system.

MISDEMEANOR WARRANT OTHER POLICE DEPARTMENT

On September 22nd, at approximately 8:31 p.m., an officer stopped a vehicle at Grand River and Power Road for having illegal window tint. A subsequent investigation revealed that the passenger of the vehicle had a \$420.00 warrant for her arrest out of Sterling Heights for failing to pay a ticket. The woman was arrested for the warrant and housed at the Farmington jail until she was able to post bond for Sterling Heights.

ASSIST OTHER DEPARTMENT

On September 22nd, at approximately 10:14 p.m., an officer assisted Farmington Hills Fire Department at St. John's Lutheran Church on Gill Road when the church's fire alarm activated. A subsequent investigation revealed that a toddler had pulled the fire alarm during a party. While the officer was attempting to reset the alarm, it was learned

Monthly Report
September 2012
Page 9

that the same toddler had pulled a second fire alarm at another pull station. The scene was turned over to Farmington Hills Fire Department who reset the alarms.

LARCENY FROM AUTOMOBILES

On September 23rd, at approximately 1:00 a.m., officers responded to Birchwood near Flanders on a larceny from auto in progress. Upon arrival, the officer learned three suspects stole a GPS unit from a vehicle on Birchwood. A search of the area for the suspects yielded negative results. Officers did locate other vehicles on Laurelwood, Kirby and Robinwood which were entered and items stolen. The items included CD's, money and a phone charger.

RETAIL FRAUD

On September 23rd, at approximately 9:15 p.m., officers were dispatched to the Mobil gas station at Grand River and Drake for a retail fraud (shoplifting) that had just occurred. Officers learned from dispatch that the suspect had stolen an approximate 100 bottles of "5 Hour Energy Drink" and had taken off running south on Drake Road from the business. Officers checked the area and could not locate the suspect. Officers reviewed the store video tape and noted that the suspect is a black male, approximately twenty years old, thin build, approximately 5'6" tall, wearing a grey hooded sweatshirt and blue jeans.

POSSESSION OF MARIJUANA

On September 24th, at approximately 10:55 p.m., an officer was flagged down by a motorist in the area of Nine Mile and Farmington Road. The motorist advised that he had seen a Pontiac heading north on Farmington Road that was driving in an erratic manner. The officer caught up to the vehicle at Farmington Road and Freedom and observed it drift into oncoming lanes of traffic as it turned onto eastbound Freedom Road. The officer stopped the vehicle for the traffic violation and confronted the driver. The driver advised that he had just woken up and is still drowsy. The officer noted a baggie containing Marijuana residue in the center cup holder of the vehicle and the driver admitted that he had a Marijuana pipe in the center console. A subsequent search of the vehicle revealed more Marijuana in the center console. The man was arrested for being in possession of Marijuana and Marijuana paraphernalia. The man was housed at the Farmington jail.

OPERATING WHILE INTOXICATED/OPEN INTOXICANTS IN A MOTOR VEHICLE

On September 26th, an officer observed a vehicle traveling eastbound on Eight Mile near Chesley at a high rate of speed. Radar confirmed 67 mph in a 45 mph zone. A traffic stop was conducted on Eight Mile and Orchard Lake Road. The officer detected an odor of intoxicants in the vehicle. The officer also observed a red cup in the center console containing a brown liquid (whiskey). The driver admitted to consuming alcohol at her ex-husband's residence in Northville. The driver failed field sobriety tests with a PBT of .21. The driver was arrested for Operating While Intoxicated (OWI) and the vehicle was turned over to a relative. The driver consented to a voluntary blood draw at the station. The officer issued the driver a citation for OWI and Open Intoxicants in a Motor Vehicle.

Monthly Report
September 2012
Page 10

SUSPICIOUS CIRCUMSTANCE

On September 26th, at approximately 4:48 p.m., a sergeant was dispatched to Versailles Condominiums for a report of a woman with a nail in her tire. Upon arrival, the sergeant learned from the complainant was that she had discovered that her tire was flat this morning and took it over to the Belle Tire for repair. Belle Tire advised her that she had a nail in her tire and she noted that it was the exact type of nail that had punctured one of her tires several weeks earlier. The woman suspects that one of the residents of Versailles Condominiums is angry with her since she is a member of the condominium association board.

ASSIST FARMINGTON HILLS POLICE DEPARTMENT

On September 26th, at approximately 9:30 p.m., a sergeant on patrol noted a pick up truck hauling a trailer where the trailer was not secured to the hitch. The sergeant stopped the vehicle and noted that the trailer matched the description of a trailer that had been stolen out of Farmington Hills at an earlier time. The sergeant noted that all the occupants of the vehicle appeared nervous and that they did not know the name of the person that owned the trailer. The occupants and the trailer were turned over to a Farmington Hills police officer for further investigation.

WIRES DOWN

On September 26th, at approximately 9:53 p.m., officers were dispatched to the area of Grand River and Mooney for an electrical wire that was down. Upon arrival, officers learned that the call was made by an off duty DTE employee who advised that the wire was a neutral wire. Officers caution taped the area and turned the scene over to Detroit Edison.

DRIVING WHILE LICENSE SUSPENDED

On September 26th, at approximately 10:54 p.m., an officer stopped a vehicle on the M-5 expressway for speeding. A subsequent investigation revealed that the driver had a suspended license. The driver was arrested for Driving While License Suspended and booked at the Farmington jail. The driver was released with a citation.

OPERATING WHILE INTOXICATED

On September 27th, an officer observed a vehicle with a headlight out on westbound Ten Mile at Orchard Lake Road. A traffic stop was conducted on Orchard Lake north of Ten Mile. The officer detected an odor of intoxicants in the vehicle. The driver admitted to consuming some beers at the Bottom of the Fifth Bar in Farmington Hills. The driver failed field sobriety tests with a PBT of .12(2). The driver was arrested for Operating While Intoxicated (OWI) and the vehicle was turned over to a relative. The driver submitted to a breath test at the station with a result of .12. The officer issued a citation to the driver for OWI and a headlight violation.

OPERATING WHILE INTOXICATED

On September 28th, an officer observed a vehicle drifting over the fog line eastbound M-5 near Farmington Road. A traffic stop was conducted on eastbound M-5 near Orchard Lake Road. The officer detected an odor of intoxicants coming from the vehicle. The

Monthly Report
September 2012
Page 11

driver admitted to consuming two martinis at Scores Bar in Farmington Hills. The driver failed field sobriety tests with a PBT of .11. The driver was arrested for Operating While Intoxicated (OWI) and the vehicle impounded. The driver submitted to a breath test at the station with a result of .12. The officer issued a citation to the driver for OWI. The driver was housed until sober.

OPEN BURN

On September 28th, at 12:46 p.m., an officer responded to a home on Larkspur for a report of an unattended fire pit. Upon arrival the officer found the fire and attempted to make contact with the homeowner. Nobody was home, so the officer extinguished the fire by utilizing a garden hose and issued the homeowner a citation for Open Burn.

IDENTITY THEFT

On September 28th, at approximately 4:30 p.m., a resident of Alta Loma came into the public safety department to report that she had been the victim of an identity theft. The woman advised that she had received notification in the mail that she had been approved for a Best Buy credit card, which she had not applied for. The woman contacted the bank holding the account and learned that the credit card was applied for and used at a Best Buy in Virginia. Other credit card applications were denied in her name in the same area of Virginia. The bank is not holding the reporting person responsible for the account.

MALICIOUS DESTRUCTION OF PROPERTY

On September 28th, at approximately 6:54 p.m., officers were dispatched to a report of a man who "keyed" a car in the area of Grand River and Warner. Upon arrival, officers spoke with the driver who advised that as she was slowing down for the red light at Grand River and Farmington Road, she unknowingly blocked the crosswalk. As she drove by, an older man reached out towards her car and scratched the paint on the driver's side. Officers noted an approximate two to three foot scratch along the side of her vehicle. The woman advised that she and her friend observed the older man and an older female walk to the Civic Theater and go inside. Officers went to the theater and learned that both screens had started at approximately the same time and were unable to identify the suspect inside. Officers returned to the theater several hours later with the victim when the movies were ending. The woman identified the sixty-eight year old male suspect who admitted to "keying" the woman's vehicle because he was upset that she had failed to yield to him as he was in the crosswalk. The man was cited for the misdemeanor violation and the driver was advised about yielding to pedestrians in the crosswalk (under Michigan Law, officers must witness civil infraction violations like failing to yield to pedestrians in order to issue a violation).

FOUND PURSE

On September 28th, a green leather purse was turned into the front desk by a citizen with no identification in it but with pictures on a camera. The woman reported that she had found the purse in the parking lot of the Walgreens at Ten Mile and Orchard Lake Road, in Farmington Hills. The Farmington Hills Police Department and Walgreens

Monthly Report
September 2012
Page 12

were advised to send the purse owner to this police department should she inquire at their locations. It appears that the owner of the purse is a young adolescent female.

LARCENY FROM AUTO

On September 29th, at 1:43 p.m., an officer responded to Drakeshire Apartments and met with a maintenance worker who advised that his pistol was stolen from the trunk of his broken down vehicle. The man advised that he had intended to go to the shooting range a week prior but was paged for a work order. Rather than taking the gun back to his apartment, he placed it in the trunk of his car. Approximately a week later he noticed that his glove box contents had been strewn about the car. Upon further investigation found that the gun was missing along with some other items.

HIT AND RUN ACCIDENT

On September 29th, at approximately 7:31 p.m., officers were dispatched to the area of Power Road and Grand River Avenue for a report of an accident that had just occurred. Officers were also informed that the responsible driver had just left the accident scene, heading south on Power Road at a high speed after nearly striking a pedestrian. The shift commander located the suspect heading north on Maple Street and stopped her at Maple and Grand River behind the Anchor Chiropractic office. The fleeing driver was taken into custody and it was revealed that she fled the crash scene because she does not have a license and has two felony warrants for her arrest for passing fraudulent checks. The woman had an eight year old son in her vehicle as she fled and he was turned over to his aunt. The woman was housed at the Farmington jail.

OPERATING WHILE INTOXICATED

On September 30th, an officer observed a vehicle jump a curb and travel on the grass and sidewalk as it attempted to complete a u-turn on Grand River near Blanchard. A traffic stop was conducted in the Chatham Hills Apartments. The officer detected an odor of intoxicants coming from the vehicle. The driver admitted to being intoxicated after having several beers at his friend's house in Detroit. The driver resided in Chatham Hills Apartments. The driver failed field sobriety tests with a PBT of .17. The driver was arrested for Operating While Intoxicated (OWI) and the vehicle secured at the complex. A breath test at the station yielded a BAC of .16. The officer issued a citation to the driver for OWI. The driver was housed until sober.

FIRE ALARM

On September 30th, officers responded to the Farmington Oaks Apartment Complex for a report of an audible fire alarm. Upon arrival, officers learned that the alarm was only sounding on the third floor. The alarm had reset itself and officers could not determine what had activated it. Maintenance was contacted and responded to the scene. It appears that the alarm was false.

NOTE: The department responded to one family trouble and one domestic assault during the month also.

Year to Date Through September

Classification	2011	2012	% Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	-
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	-
09004 JUSTIFIABLE HOMICIDE	0	0	-
10001 KIDNAPPING/ABDUCTION	1	0	-100.0%
10002 PARENTAL KIDNAPPING	0	0	-
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	-
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	1	-
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	-
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	-
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	-
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	-
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	-
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	3	200.0%
12000 ROBBERY	1	0	-100.0%
13001 NONAGGRAVATED ASSAULT	37	39	5.4%
13002 AGGRAVATED/FELONIOUS ASSAULT	1	7	600.0%
13003 INTIMIDATION/STALKING	24	20	-16.7%
20000 ARSON	0	0	-
21000 EXTORTION	0	0	-
22001 BURGLARY -FORCED ENTRY	11	11	0%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	5	0	-100.0%
23001 LARCENY -POCKETPICKING	1	0	-100.0%
23002 LARCENY -PURSES/NATCHING	0	0	-
23003 LARCENY -THEFT FROM BUILDING	32	31	-3.1%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	-
23005 LARCENY -THEFT FROM MOTOR VEHICLE	12	39	225.0%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	7	4	-42.9%
23007 LARCENY -OTHER	12	22	83.3%
24001 MOTOR VEHICLE THEFT	4	7	75.0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	-
24003 MOTOR VEHICLE FRAUD	0	0	-
25000 FORGERY/COUNTERFEITING	5	2	-60.0%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	5	2	-60.0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	7	1	-85.7%
26003 FRAUD -IMPERSONATION	11	10	-9.1%
26004 FRAUD -WELFARE FRAUD	0	0	-
26005 FRAUD -WIRE FRAUD	0	0	-
27000 EMBEZZLEMENT	2	4	100.0%
28000 STOLEN PROPERTY	2	4	100.0%
29000 DAMAGE TO PROPERTY	32	29	-9.4%
30001 RETAIL FRAUD -MISREPRESENTATION	2	1	-50.0%

Year to Date Through September

Classification	2011	2012	% Change
30002 RETAIL FRAUD -THEFT	14	8	-42.9%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	-
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	54	36	-33.3%
35002 NARCOTIC EQUIPMENT VIOLATIONS	30	24	-20.0%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	-
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	-
37000 OBSCENITY	3	1	-66.7%
39001 GAMBLING- BETTING/WAGERING	0	0	-
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	-
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	-
39004 GAMBLING -SPORTS TAMPERING	0	0	-
40001 COMMERCIALIZED SEX -PROSTITUTION	1	0	-100.0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTI	0	1	-
51000 BRIBERY	0	0	-
52001 WEAPONS OFFENSE- CONCEALED	6	5	-16.7%
52002 WEAPONS OFFENSE -EXPLOSIVES	3	0	-100.0%
52003 WEAPONS OFFENSE -OTHER	1	0	-100.0%
Total for Group A	327	312	-4.6%
01000 SOVEREIGNTY	0	0	-
02000 MILITARY	0	0	-
03000 IMMIGRATION	0	0	-
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	-
14000 ABORTION	0	0	-
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	2	-
22004 POSSESSION OF BURGLARY TOOLS	0	0	-
26006 FRAUD -BAD CHECKS	3	5	66.7%
36003 PEEPING TOM	1	0	-100.0%
36004 SEX OFFENSE -OTHER	4	3	-25.0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	3	-
38002 FAMILY -NONSUPPORT	0	0	-
38003 FAMILY -OTHER	1	1	0%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	-
41002 LIQUOR VIOLATIONS -OTHER	64	41	-35.9%
42000 DRUNKENNESS	0	0	-
48000 OBSTRUCTING POLICE	12	7	-41.7%
49000 ESCAPE/FLIGHT	1	0	-100.0%
50000 OBSTRUCTING JUSTICE	70	80	14.3%
53001 DISORDERLY CONDUCT	22	14	-36.4%
53002 PUBLIC PEACE -OTHER	9	13	44.4%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	4	-
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	109	92	-15.6%

Year to Date Through September

Classification	2011	2012	% Change
55000 HEALTH AND SAFETY	9	5	-44.4%
56000 CIVIL RIGHTS	0	0	-
57001 TRESPASS	15	18	20.0%
57002 INVASION OF PRIVACY -OTHER	0	0	-
58000 SMUGGLING	0	0	-
59000 ELECTION LAWS	0	0	-
60000 ANTITRUST	0	0	-
61000 TAX/REVENUE	0	0	-
62000 CONSERVATION	1	1	0%
63000 VAGRANCY	1	1	0%
70000 JUVENILE RUNAWAY	0	1	-
73000 MISCELLANEOUS CRIMINAL OFFENSE	51	43	-15.7%
75000 SOLICITATION	0	0	-
77000 CONSPIRACY (ALL CRIMES)	0	0	-
Total for Group B	373	334	-10.5%
2800 JUVENILE OFFENSES AND COMPLAINTS	41	39	-4.9%
2900 TRAFFIC OFFENSES	205	166	-19.0%
3000 WARRANTS	241	158	-34.4%
3100 TRAFFIC CRASHES	205	198	-3.4%
3200 SICK / INJURY COMPLAINT	542	529	-2.4%
3300 MISCELLANEOUS COMPLAINTS	1268	1256	-0.9%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	-
3500 NON-CRIMINAL COMPLAINTS	902	970	7.5%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	-
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	336	253	-24.7%
3800 ANIMAL COMPLAINTS	96	97	1.0%
3900 ALARMS	273	250	-8.4%
Total for Group C	4109	3916	-4.7%
2700 LOCAL ORDINANCES - GENERIC	0	0	-
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	3	2	-33.3%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	5	3	-40.0%
4200 PARKING CITATIONS	1	0	-100.0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	2	3	50.0%
4400 WATERCRAFT CITATIONS	0	0	-
4500 MISCELLANEOUS A THROUGH UUUU	631	566	-10.3%
4600 LIQUOR CITATIONS / SUMMONS	0	0	-
4700 COMMERCIAL VEHICLE CITATIONS	0	0	-
4800 LOCAL ORDINANCE WARNINGS	0	0	-
4900 TRAFFIC WARNINGS	0	0	-
Total for Group D	642	574	-10.6%
5000 FIRE CLASSIFICATIONS	93	102	9.7%

Year to Date Through September

Classification	2011	2012	% Change
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	-
Total for Group E	93	102	9.7%
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	-
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	-
6200 ARREST ASSIST	0	0	-
6300 CANINE ACTIVITIES	0	0	-
6500 CRIME PREVENTION ACTIVITIES	0	0	-
6600 COURT / WARRANT ACTIVITIES	0	0	-
6700 INVESTIGATIVE ACTIVITIES	0	0	-
Total for Group F	0	0	-
Total for all Groups	5544	5238	-5.5%

**Farmington City Council
Staff Report**

Council Meeting Date:
October 15, 2012

**Reference
Number
(ID # 1063)**

Submitted by: Vincent Pastue, Chairperson

Description: Nathan Power Burial Site Certificate of Acceptance for Inclusion in the National Underground Railroad Network to Freedom

Requested Action:

Background:

Agenda Review

Review:

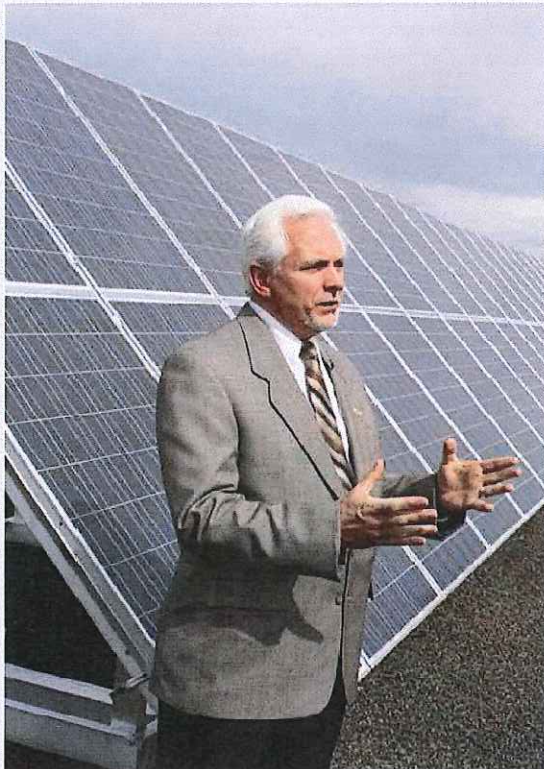
Vincent Pastue Pending

City Manager Pending

City Council Pending

**Farmington City Council
Staff Report****Council Meeting Date:**
October 15, 2012**Reference
Number
(ID # 1065)****Submitted by:** Vincent Pastue, Chairperson**Description:** Introduction to the Southeast Michigan Regional Energy Office Jacob Stevens Corvidae, Board President SE Michigan Regional Energy Office**Requested Action:****Background:****Agenda Review****Review:****Vincent Pastue Pending****City Manager Pending****City Council Pending**

SOUTHEAST MICHIGAN REGIONAL ENERGY OFFICE

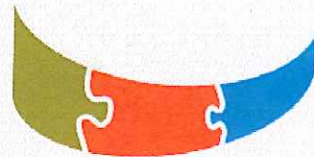


MAYOR JOSEPH KUSPA, CITY OF SOUTHGATE,
POLICE DEPARTMENT SOLAR PV INSTALLATION

An introduction to the Southeast Michigan Regional Energy Office

ENERGY OFFICE BACKGROUND

2008: Founded by 3 nonprofit partners:



michigan suburbs alliance



michigan municipal league

2012: Incorporated; Selected Directors;
Preparing 501(c)(3) request.

PROGRAMS

- Improving city facilities and streets
- Energy Ready Communities
- BetterBuildings for Michigan
- Property Assessed Clean Energy (PACE)



PROJECTS IN FARMINGTON

Project	Project Scale	Funding Source
BetterBuildings for Michigan residential energy audits	3 homes <i>as of Sept. 15, 2012</i>	Federal Recovery Act, Michigan Energy Office
Energy Management Planning Framework	Preliminary document created	Michigan Public Service Commission grant



THANK YOU!

Jacob Stevens Corvidae

Board President

Southeast Michigan Regional Energy Office

(313) 894-1030, ext. 119

jacob@warmtraining.org

www.regionalenergyoffice.org



25 X '25 RENEWABLE ENERGY STANDARD

WHAT IS THE 25 X '25 RENEWABLE ENERGY STANDARD?

The 25 x '25 Renewable Energy Standard (25 x '25) is a ballot initiative (Proposal 3), which will appear before Michigan voters in November 2012.

Michigan's current renewable energy standard, signed into law in 2008, requires that 10% of the energy used in Michigan comes from renewable sources such as wind, solar and biomass by 2015. Proposal 3 would increase Michigan's renewable energy standard to 25% by 2025. The Southeast Michigan Regional Energy Office has endorsed the proposal.

WHY IS THE INITIATIVE IMPORTANT?

The 25 x '25 Renewable Energy Standard will support Michigan's economy and create jobs —primarily operations, maintenance and construction jobs.

Over 60% of the electricity used in the state comes from coal, which is imported from other states at a cost of \$1.7 billion a year.ⁱ Diversifying energy sources within the state will reduce our dependence on coal imports from other states, encourage innovation and competition, spur energy sector job growth in Michigan and keep tax dollars in our state. It is estimated that this initiative could create more than 74,000 new jobs in Michigan.ⁱⁱ

WHO IS SUPPORTING THE INITIATIVE?

The initiative is supported by a broad-based, bipartisan coalition that includes business, faith, labor, environmental, conservation and health organizations. Over 250 Michigan businesses endorse the initiative, including the American Wind Energy Association (AWEA). AWEA is the national trade association of America's wind industry and represents 2,000 member companies, including 70 businesses in Michigan.

Other notable supporters include the Michigan League of Conservation Voters, 5 Lakes Energy, the Michigan Nurses Association, the NAACP, UAW and over a dozen other unions. Visit www.MiEnergyMiJobs.com for a full list of supporters and endorsing organizations.

More than thirty states, including several Great Lakes states, have adopted standards similar to Michigan's ballot initiative.

Based on information from www.MiEnergyMiJobs.com. Visit the site for more information.



WHAT CAN MY COMMUNITY DO?

Your community can help move Michigan's economy forward by adopting a resolution in support of the 25x'25 Renewable Energy Standard ballot initiative. Our municipal leaders are a compelling voice in favor of long-term strategies that reduce the cost of energy. By joining voices in support of this new legislation, your community can lead the way in securing a more sustainable energy future for your residents, the region and the state.

IS MICHIGAN MEETING ITS CURRENT STANDARD OF 10% BY 2015?

The state is on track, per a report issued in February by the Michigan Public Service Commission (MPSC). The percentage of the state's energy coming from renewable sources has been rising by approximately 1.4 percent per year.

The 25 x '25 Renewable Energy Standard would keep the state on track, requiring the renewable proportion to increase by 1.5 percent per year.

WHY IS 25 x '25 PRESENTED AS A BALLOT MEASURE?

The legislature and the Governor have both announced they do not plan to revisit the issue of renewable energy until the current program is fully implemented at the end of 2015. However, utilities are making decisions now about their long-term investments.

Michigan citizens will help fund these investments, and should have the opportunity to encourage utilities to invest in clean energy options that provide employment opportunities for Michigan residents while also protecting ratepayers from drastic increases.

QUESTIONS?

Contact Energy Programs Director Samuel G. Offen at 866.402.1061 x709 or sam@regionalenergyoffice.org.

ⁱ Michigan Public Service Commission

ⁱⁱ Michigan State University Jobs and Investment Impact Study, August 2012. Available online at: <http://mienergymijobs.com/EconomicImpact.aspx>

SUPPORTING A HIGHER RENEWABLE ENERGY STANDARD, CREATING MICHIGAN JOBS

WHEREAS: A ballot proposal will be presented to the people of Michigan in the November 2012 election seeking to increase Michigan's renewable energy standard to 25 percent by 2025, an increase from the current 10 percent by 2015; and,

WHEREAS: Renewable energy represents one of the fastest growing economic sectors in the global economy, surpassing all expectations in 2011 and generating more than \$260 billion in new investments, with the United States taking the lead in this field from China, with even more growth expected around the world in coming years; and,

WHEREAS: A higher renewable standard of 25 percent by 2025 in Michigan is expected to create more than 56,000 good Michigan jobs, many of them involving the working men and women who are highly skilled, highly trained and ready to compete with any worker anywhere in the world; and,

WHEREAS: Michigan cannot afford to sit on the sidelines while other states and countries seize new growth opportunities and new jobs in the renewable energy sector; and,

WHEREAS: This ballot proposal to increase Michigan's renewable energy standard to 25 percent by 2025 also contains strong protections for consumers, by ensuring that utilities cannot raise electricity prices by any more than 1 percent per year, so rate-payers – both families and businesses – pay at most around \$1.25 a month more for the renewable energy portion of their electricity bill, ultimately reining in high energy costs in the long run; and,

WHEREAS: This ballot proposal is a golden opportunity to diversify Michigan's energy profile so our state can call on a wide range of energy generation resources; and,

WHEREAS: Investing in more renewable energy will also help diversify Michigan's economy, especially Michigan's manufacturing sector, attracting new investments and opening the door for companies and workers to innovate and diversify so they can truly compete in a 21st century energy economy; and

WHEREAS: This ballot proposal will also protect the public health, by reducing pollution and using more clean renewable energy, which will help

lower rates of asthma, lung diseases and other illness; and,

THEREFORE BE IT RESOLVED: That our board, mindful of the positive jobs, economic, consumer protection and public health impacts, supports the 2012 ballot proposal to increase Michigan's renewable energy standard to 25 percent by 2025, now

BE IT FINALLY RESOLVED: That our board will make this issue a top priority in 2012, communicating the importance of this ballot proposal and deploying our resources to assist in its successful passage for the sake of our working families and our state's economic future.

**Farmington City Council
Staff Report****Council Meeting Date:**
October 15, 2012**Reference
Number
(ID # 1066)****Submitted by:** Vincent Pastue, Chairperson**Description:** Proposal 3:25 by 2025 Hugh McDiarmid, Communications Director Michigan Environmental Council**Requested Action:****Background:****Agenda Review****Review:****Vincent Pastue Pending****City Manager Pending****City Council Pending**

**Farmington City Council
Staff Report**

Council Meeting Date:
October 15, 2012

**Reference
Number
(ID # 1073)**

Submitted by: Vincent Pastue, Chairperson

Description: Public Hearing - Program Year 2013 Community Development Block Grant

Requested Action:

(1) City Manager Vincent Pastue provides introduction regarding grant application, (2) City Council opens public hearing and accepts comments, and (3) City Council closes public hearing.

Background:

The city's Community Development Block Grant (CDBG) funding for Program Year 2013 is estimated by Oakland County to be \$24,418. As part of the application process, the city must hold a public hearing to provide information to the public and receive public comment. The city's completed application must be submitted to Oakland County by the end of November. The City Council scheduled this public hearing at their September 17, 2012 meeting.

As Council knows, CDBG funding eligibility is restricted to projects or programs that meet specific objectives determined by the federal Department of Housing and Urban Development (HUD). Council may recall from previous years' CDBG applications that senior programs/projects receive special eligibility consideration.

The administration's recommendation, outlined below, proposes a CDBG program that is not administratively burdensome. Senior citizen programs and services will continue to receive the same level of funding by the city.

CDBG funds are federal funds administered by the Department of Housing and Urban Development.

For CDBG PY2013, the administration recommends that Council consider and establish the following development objectives: (1) senior center and (2) senior services. The administration proposes allocating \$20,798 for senior center and \$3,620 for public services (senior services).

City Administration requests that Council open, conduct and closes the public hearing on the City's CDBG application for PY2013. Later in the meeting, City Administration recommends City Council adopt a resolution approving the grant application.

Agenda Review

Resolution (ID # 1073)

Meeting of October 15, 2012

Review:

Vincent Pastue Pending

City Manager Pending

City Council Pending

**Farmington City Council
Staff Report**
Council Meeting Date:
October 15, 2012

**Reference
Number
(ID # 1081)**
Submitted by: Vincent Pastue, Chairperson

Description: Presentation - City of Farmington Title VI Non-Discrimination and Limited English Proficiency (LEP) Plans

Requested Action:
Informational

Background:

Sehrish Salah-Ud-Din is currently working as a part-time Management Analyst in the City Manager's Office. She has been working on the City's Title VI Non-Discrimination and Limited English Proficiency (LEP) plans which is required in order to receive Federal transportation funds administered by the Michigan Department of Transportation. The City of Farmington will receive federal funds for the Drake Road project which is scheduled for 2013.

Sehrish will provide a brief presentation to the City Council regarding the program. Later in the agenda, City Council will be requested to approve the Title VI Non-Discrimination and Limited English Proficiency (LEP) plans.

Agenda Review
Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

**Farmington City Council
Staff Report**

Council Meeting Date:
October 15, 2012

**Reference
Number
(ID # 1076)**

Submitted by: Vincent Pastue, Chairperson

Description: Consideration to Approve Drakeshire Shopping Center Special Assessment Agreement

Requested Action:

Move to approve special assessment agreement with DIC Properties LLC to acknowledge a violation of City's property maintenance code, to consent to the City making improvements to abate the violation, and to consent to a special assessment to pay for the improvements, subject to the following:

- (1) *final form of the agreement to be approved by the City Manager and City Attorney*
- (2) *adoption of reimbursement resolution*
- (3) *signature by City and STA architects of agreement for professional services*
- (4) *signature by City and Richard M. Hyman Builders, Inc. Of construction agreement.*

Background:

The attached agreement was prepared by City Attorney Thomas R. Schultz. The essence of the agreement is that the property owners, DIC Properties LLC (1) acknowledges a violation of the City's property maintenance requirements; (2) consents to the City making the agreed upon improvements, which have also been reviewed and approved by the Planning Commission, to abate the property maintenance violation; and (3) consents to a voluntary special assessment over a six year period to pay for these improvements. The amount of the special assessment will be set at \$400,000. The agreement also protects the City's interest by placing a lien on the property.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

**Farmington City Council
Staff Report**

Council Meeting Date:
October 15, 2012

**Reference
Number
(ID # 1077)**

Submitted by: Vincent Pastue, Chairperson

Description: Consideration to Adopt Drakeshire Special Assessment District Reimbursement Resolution

Requested Action:

Move to approve reimbursement resolution for the Drakeshire Special Assessment District

Background:

The attached resolution was prepared by the City's bond counsel Miller Canfield Paddock and Stone. Since the bond authorizing resolution will be presented at a later date, and in order to start the construction project to have it completed before the end of the construction season, this resolution is a necessary precaution.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

RESOLUTION DECLARING INTENT TO REIMBURSE FOR EXPENDITURES

CITY OF FARMINGTON County of Oakland, State of Michigan

Minutes of a regular meeting of the City Council of the City of Farmington, Michigan, held on Tuesday, the 15th day of October, 2012, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Farmington, Michigan (the "City"), intends to issue and sell special assessment bonds in an amount not to exceed Four Hundred Thousand Dollars (\$400,000) for the purpose of defraying all or a portion of the cost of certain improvements in the City in accordance with the City Charter and Code of Ordinances, together with all appurtenances and attachments thereto (the "Project"); and

WHEREAS, the City intends at this time to state its intention to be reimbursed from proceeds of the bonds for any expenditures undertaken by the City for the Project prior to issuance of the bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council of the City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the City reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the City.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring and constructing the Project which were paid subsequent to sixty (60) days prior to the date hereof or which will be paid prior to the issuance of the bonds from the water and sewer fund and/or the general fund of the City.
- (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$400,000.
- (d) A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is

Resolution (ID # 1077)

Meeting of October 15, 2012

paid, or (ii) the date the Project are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the debt to be issued for the Project to reimburse the City for a capital expenditure made pursuant to this resolution.

- (e) The expenditures described in (b) above are "capital expenditures" as defined in Treas. Reg. § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).
- (f) No proceeds of the borrowing paid to the City in reimbursement pursuant to this resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in (d) above.
- (g) Expenditures for the Project to be reimbursed from the proceeds of the borrowing for purposes of this resolution do not include (i) costs for the issuance of the debt, (ii) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of the borrowing, or (iii) preliminary expenditures not exceeding twenty percent (20%) of the issue price of the borrowing, within the meaning of Treas. Reg. § 1.150-2(f) (such preliminary expenditures include architectural, engineering, surveying, soil testing and similar costs incurred prior to construction of the Project, but do not include land acquisition, site preparation and similar costs incident to commencement of construction).

2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Susan K. Halberstadt
City Clerk

I HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington, County of Oakland, State of Michigan, at a regular meeting held on the 15th day of October, 2012, and that said meeting was conducted

Resolution (ID # 1077) Meeting of October 15, 2012
and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Susan K. Halberstadt
City Clerk

20,530,770.1\027756-00029

**Farmington City Council
Staff Report**
Council Meeting Date:
October 15, 2012

**Reference
Number
(ID # 1078)**
Submitted by: Vincent Pastue, Chairperson

Description: Consideration to Approve Professional Services Agreement with STA Architects for Drakeshire Shopping Center Improvements

Requested Action:

Move to approve agreement with STA Architects to perform construction management services for improvements to the Drakeshire Shopping Center in the amount of \$6,000 plus an anticipated \$400 in reimbursable expenses, subject to:

- (1) final form of the agreement to be approved by the City Manager and City Attorney
- (2) signature of special assessment agreement with DIC Properties, L.L.C.
- (3) signature of construction agreement with Richard M. Hyman Builders, Inc.

Background:

The City will be retaining STA Architects to perform the construction management services. It is important to remember that the City is actually involved with abating the nuisance. The architect has worked with DIC Properties to this point in the project. They will be reviewing the work performed by the general contractor. STA Architects is a reputable architectural firm that has been in business for decades. Attached is a short-form copy of the agreement. The cost for this phase of the service is \$6,000 plus \$400 in anticipated reimbursable expenses.

Agenda Review
Review:


Vincent Pastue Pending
City Manager Pending
City Council Pending

TERMS AND CONDITIONS

1. The Architect shall provide the professional services set forth in this agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
2. Payments are due and payable within 60 days from the date of the Architects invoice. Retainers shall be credited on the final invoice. Accounts unpaid 60 days after the invoice date may, at the Architects discretion, be subject to a monthly service charge of 1% on the unpaid balance.
3. Any evaluations of the cost of the work by the Architect represent the Architect's judgment as a design professional. The Client understands that since the Architect has no control over market conditions and forces that effect costs, the Architect does not warrant or represent that bids or negotiated prices will not vary from any evaluation of the cost of the work by the Architect.
4. The Architect shall be the copyright owner of all documents and computer files produced by the Architect under this agreement and they shall remain the property of the Architect and may not be used by the Client or for any other endeavor without the written consent of the Architect.
5. The Architect shall not be required to execute any document that would result in certifying, guaranteeing or warranting conditions the Architect cannot ascertain.
6. Any claims or disputes during design, construction or following completion of the project shall be submitted to non-binding mediation.
7. The Architect shall not direct or have control over any Contractor's work nor have control over, be in charge of or have responsibility for the construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the work nor the Contractor's failure to satisfactorily perform the work.
8. The Client agrees to the fullest extent permitted by law, to indemnify and hold harmless the Architect and its Consultants from all claim, damage, liability and cost, including reasonable legal fees and defense costs, arising out of or in any way connected with this project, excepting only those damages, liabilities or costs attributable to the sole negligence of the Architect.
9. This agreement may be terminated by the Client or the Architect should the other fail to perform its obligations hereunder. If the Client fails to make payments to the Architect in accordance with this agreement, the Architect may suspend services and may terminate this agreement. The Architect shall have no liability for delay or damages caused by such suspension of services. In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination including all reimbursable expenses.

TERMS AND CONDITIONS (Cont.)

- 10. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements and in existing facilities requires the removal of architectural barriers where such removal is "readily achievable". The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and their interface with other federal, state and local laws, rules, codes, ordinances and regulations as they apply to this project. The Architect, however, cannot and does not warrant or guarantee the Client's project will fully comply with all interpretations of ADA requirements by regulatory bodies or court decisions.
- 11. The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form in connection with the work.
- 12. The Architect shall maintain insurance consisting of Professional Liability (\$1,000,000 each claim, \$2,000,000 aggregate); General Liability including Automobile (\$1,000,000 each occurrence, \$2,000,000 aggregate); and Workers' Compensation (statutory limits).

Architect: 

 signature
 Lonny S. Zimmerman, AIA Vice President

 printed name and title

Client:

 signature
 Vincent D. Pastue, City Manager

 printed name and title

**Farmington City Council
Staff Report**
Council Meeting Date:
October 15, 2012

**Reference
Number
(ID # 1079)**
Submitted by: Vincent Pastue, Chairperson

Description: Consideration to Approve Construction Agreement for Drakeshire Shopping Center Improvements

Requested Action:

Move to approve agreement with Richard M. Hyman Builders in the amount of \$335,600 for improvements to the Drakeshire Shopping Center subject to: (1) the City Manager being authorized to sign the agreement upon final review and approval by the City Attorney; (2) signature of the special assessment agreement with DIC Properties, L.L.C.

Background:

This is the fourth item in a series of actions required by the City Council regarding the Drakeshire Shopping Center nuisance abatement.

DIC Properties, in conjunction with STA Architects, solicited proposals to perform the work approved by the Planning Commission. The initial proposals exceeded their planned budget and changed the scope of work slightly. The low bid was submitted by Richard M. Hyman Builders Inc. in the amount of \$335,600. The general contractor has been in business since the late 1970s and has done a number of construction projects many of which are much larger and more complicated than this. City Administration is comfortable with their qualifications. City Attorney Thomas R. Schultz is working with a standard AIA contract and incorporating exceptions to protect the City's interest. The standard contract form is attached, but the "General Conditions" to the contract (58 pages) are not attached but will be available for review at the Council meeting.

Agenda Review
Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

**Farmington City Council
Staff Report**

Council Meeting Date:
October 15, 2012

**Reference
Number
(ID # 1074)**

Submitted by: Vincent Pastue, Chairperson

Description: Consideration to Approve Program Year 2013 Community Development Block Grant Application

Requested Action:

Move to adopt resolution approving the Program Year 2013 Community Development Block Grant application

Background:

The city's Community Development Block Grant (CDBG) funding for PY2013 is estimated by Oakland County to be \$24,418. As part of the application process, the City Council must adopt a resolution for Council approval for submission to Oakland County by the end of November. The County's draft resolution is attached.

As Council knows, CDBG funding eligibility is restricted to projects or programs that meet specific objectives determined by the federal Department of Housing and Urban Development (HUD). Council may recall from previous years' CDBG applications that senior programs/projects receive special eligibility consideration.

The administration's recommendation, outlined below, proposes a CDBG program that is not administratively burdensome. Senior citizen programs and services will continue to receive the same level of funding by the city.

CDBG funds are federal funds administered by the Department of Housing and Urban Development. For CDBG PY2013, the administration recommends that Council consider establishing the following development objectives: (1) senior center and (2) senior services. The administration proposes allocating \$20,798 for the senior center and \$3,620 for senior services.

City Administration requests Council consider and adopt the attached resolution authorizing the Mayor to sign and submit the 2013 CDBG application.

Agenda Review

Review:

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

**Farmington City Council
Staff Report**

Council Meeting Date:
October 15, 2012

**Reference
Number
(ID # 1080)**

Submitted by: Vincent Pastue, Chairperson

Description: Consideration to Approve City of Farmington Title VI Non-Discrimination Plan and Limited English Proficiency Plan

Requested Action:

Move to approve City of Farmington Title VI Non-Discrimination Plan and Limited English Proficiency Plan as presented, and authorize the City Manager, Title VI Coordinator, to begin implementation of the plan.

Background:

Earlier in the meeting, the City Council was presented the details of the Title VI Non-Discrimination Plan and which includes the Limited English Proficiency (LEP) Plan. Attached are the plans in their entirety. City Administration is recommending that the City Council approve the Title VI Non-Discrimination Plan which includes the Limited English Proficiency Plan, and authorize the City Manager, as Title VI Coordinator, to begin implementation of the plan.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

CITY OF FARMINGTON

TITLE VI

NON-DISCRIMINATION PLAN

**City of Farmington
23600 Liberty Street
Farmington, Michigan 48335
(248)-474-5500
<http://www.ci.farmington.mi.us>**

Title VI Coordinator Contact information

Vincent Pastue, City Manager
(248) 474-5500, ext.2221
Fax: (248)473-7261
vpastue@ci.farmington.mi.us

ORGANIZATIONAL CHART

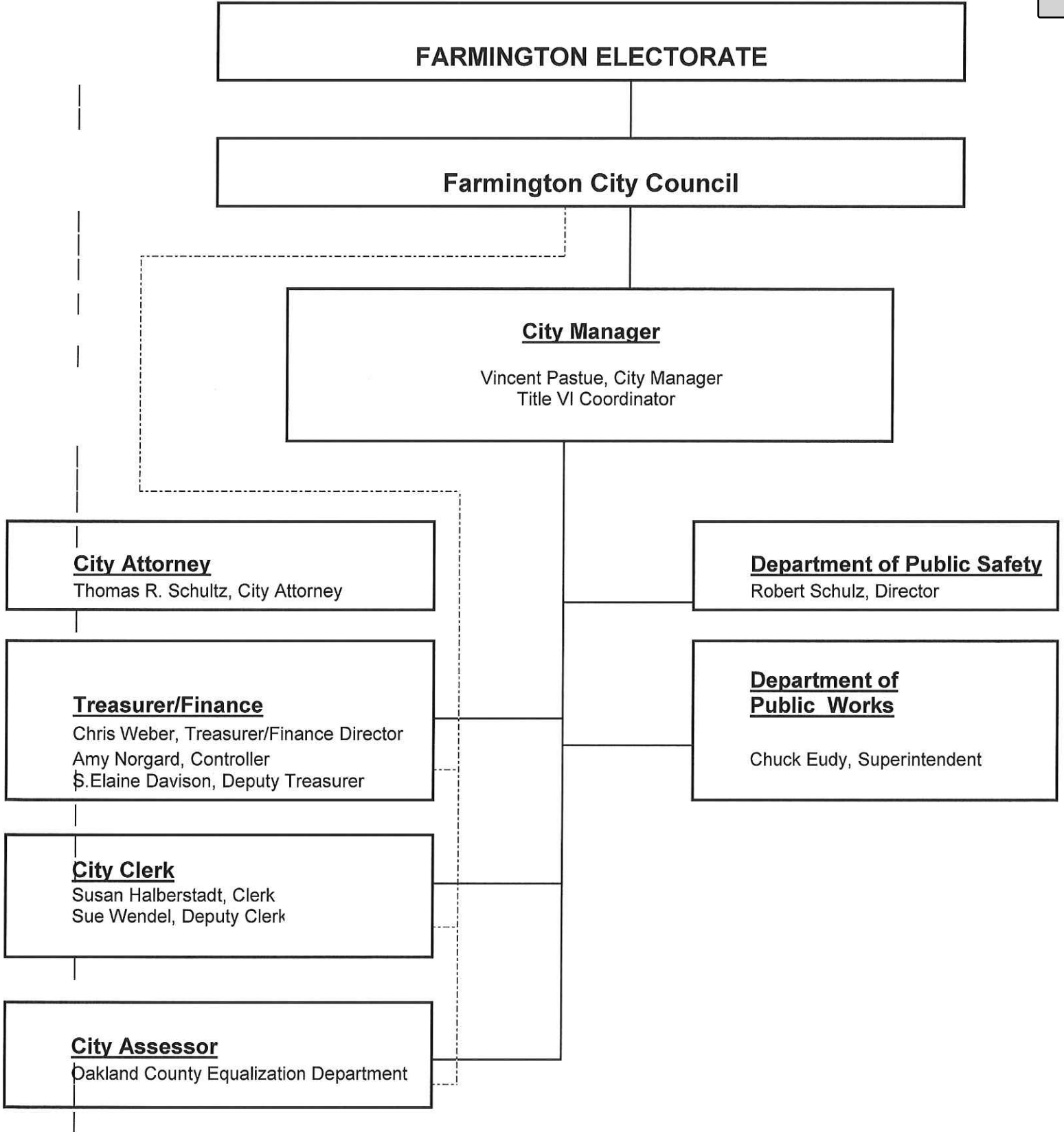


TABLE OF CONTENTS

Organizational Chart.....

Introduction.....

Policy Statement.....

Standard Title VI Assurance.....

Authorities.....

Definitions.....

Administration.....

Limited English Proficiency.....

Environmental Justice.....

Filing a Complaint.....

Investigation.....

Appendix A – Required Contract Language.....

Appendix B – Transfer of Property.....

Appendix C – Permits, Leases, and Licenses.....

Appendix D – Title VI Complaint Form.....

Appendix E – Determine/Distinguish Significant/Non-Significant Effects.....

Appendix F – Program Compliance/Program review Goals for Current Plan Year.....

INTRODUCTION

The City of Farmington was first settled in 1824 by Arthur Power, a Quaker from Farmington, New York. In 1827, Farmington Township was established by the Legislative Council of the Michigan Territory. Farmington was officially incorporated as a village in 1867 and became a home rule city in 1926. The City of Farmington is the crossroads community at the heart of south Oakland County. Farmington is identified by its pleasant neighborhoods, a graceful historic district and downtown shopping opportunities. The City strives to preserve and maximize these assets and provide for growth and redevelopment. City of Farmington programs, services and activities serves all people, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse our state. The City of Farmington recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation related to transportation.

Title VI of the Civil Rights Act of 1964, is the overarching civil rights law that prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance." Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice Initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

As a recipient of federal financial assistance, City of Farmington must provide access to individuals with limited ability to speak, write, or understand the English language. The City of Farmington must not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other

benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program because of race, color or religion. Therefore, the primary goals and objectives of City of Farmington's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;
2. To ensure that people affected by City of Farmington's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. To prevent discrimination in City of Farmington programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may create an illegal adverse impact on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations;
5. To establish procedures to annually review Title VI compliance within specific program areas within the City of Farmington;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in a City of Farmington service, program or activity.

As the sub-recipient of federal transportation funds, City of Farmington, must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, religion, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

City of Farmington shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts, assurances that the sub-recipient must comply with Title VI and other related statutes. City of Farmington as a sub-recipient, who receives federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, City of Farmington will make a good faith effort to ensure that the sub-recipient corrects any deficiencies arising out of complaints related to Title VI; and that sub-recipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

Discrimination under Title VI

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is “disparate treatment.” Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age.

The second type of illegal discrimination is “disparate impact.” Disparate impact discrimination occurs when a “neutral procedure or practice” results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Farmington’s efforts to prevent such discrimination must address, but not be limited to, a program’s impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

City of Farmington has developed this Title VI Plan to assure that services, programs, and activities of the department are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).

CITY OF FARMINGTON POLICY STATEMENT

City of Farmington reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” In applying this policy, the City of Farmington and its sub-recipients of federal funds will not:

1. Deny any individual with any services, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual’s receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;
5. Adopt or use methods of administration, that would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose object is to provide employment;
11. Locate a facility in any way that would limit or impede access to a federally-funded service or benefit.

The City of Farmington will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in

the administration of the program’s operation, procedures will be promptly implemented to resolve Title VI issues all within a period not to exceed 90 days.

The City of Farmington designates Vincent Pastue, City Manager as the Title VI Coordinator. The Title VI Coordinator will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Farmington complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the City of Farmington and Title VI may be directed to the Vincent Pastue, City Manager at 23600 Liberty Street, Farmington, Michigan 48335. Any questions can be addressed at (248)-474-5500, ext.2221.

Vincent Pastue, City Manager

Date

J.T. “Tom” Buck, Mayor

Date

CITY OF FARMINGTON TITLE VI ASSURANCE

The City of Farmington (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

"The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, 'as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.

- 7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.
- 8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
- 9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Dated: _____

City of Farmington

Vincent Pastue, City Manager

AUTHORITIES

Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, national origin (including Limited English Proficiency), or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

Federal Aid Highway Act of 1973, 23 USC 324: No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

Age Discrimination Act of 1975, 42 USC 6101: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

Americans With Disabilities Act of 1990 PL 101-336: No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

Section 504 of the Rehabilitation Act of 1973: No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

USDOT Order 1050.2: Standard Title VI Assurances.

EO12250: Department of Justice Leadership and coordination of Non-discrimination Laws.

EO12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

28 CFR 50.3: Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

EO13166: Improving Access to Services for Persons with Limited English Proficiency.

DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of “significant”)

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community’s economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person’s businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the city programs, policies and activities

Significant Adverse effects on Minority and Low-Income Populations – An adverse effect that:

- a. is predominantly borne by a minority population and/or a low-income population, or
- b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the city.

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines. <http://aspe.hhs.gov/poverty/>

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Minority – A person who is:

- a. Black – A person having origins in any of the black racial groups of Africa;
- b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or
- d. American Indian and Alaskan Native – A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed city program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native”. Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Sub-Recipient – Any agency such as a council or governments, regional planning agency, education institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

ADMINISTRATION – GENERAL

Vincent Pastue, the City Manager, (hereinafter referred to the “Title VI Coordinator”) shall have lead responsibility for coordinating the administration of the Title VI and related statutes program, plan and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, she/he may exercise his/her right to file a complaint with City of Farmington. Complaints may be filed with Vincent Pastue, Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in and beneficiaries of city programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities accomplishments and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The City of Farmington will be starting the reviews in late 2012 and will conduct reviews annually.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the act. The reviews will entail examination of the recipients’ adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Annual Reporting Form: The Title VI Coordinator will be responsible for coordination, compilation, and submission of annual reporting form data to the Michigan Department of Transportation, Civil Rights Programs Unit via the Sub-Recipient Annual Certification Form (MDOT form #0179) by October 5th.

Title VI Plan Updates – If updated, a copy of Title VI Plan will be submitted to the Michigan Department of Transportation as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

Public Dissemination: The City will disseminate Title VI Program information to City of Farmington employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries. Public dissemination will include inclusions of Title VI language in contracts and publishing the Title VI plan on the City of Farmington internet website: <http://www.ci.farmington.mi.us/>.

Remedial Action: The City of Farmington through the Title VI Coordinator will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

LIMITED ENGLISH PROFICIENCY

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiencyⁱ, to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounterⁱⁱ. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP," or Limited English Proficient. The Executive Order states that:

"Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order. The City of Farmington receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published *Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person* in the December 14th, 2005 Federal Register.ⁱⁱⁱ

The Guidance implies that the City of Farmington is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations. This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations.

As a community the City of Farmington does have more than 5% of the city's total population who have identified themselves as speaking English "less than very well." Therefore, the City has drafted a LEP plan document to address how we will ensure accessibility to all LEP individuals. For more information regarding our policies on LEP, a copy of our LEP Plan can be found on our website at <http://www.ci.farmington.mi.us/> or a copy of the plan document can be requested by contacting the following individual:

Vincent Pastue, City Manager
 23600 Liberty Street, Farmington, Michigan 48335
 Tel: (248)-474-5500, ext.2221
 Fax: (248)473-7261
 Email: vpastue@ci.farmington.mi.us

ENVIRONMENTAL JUSTICE

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any "programs, policies and activities" undertaken by any agency receiving federal funds. This obligation will be met by the City of Farmington in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, following mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The City of Farmington will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the City of Farmington will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment, etc.
- The project's impact is unavoidable,
- The benefits of the project far out-weigh the overall impacts and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the City of Farmington will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the City of Farmington will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of project on minority and/or low income population groups:

STEP ONE: Determine if a minority of low income population is present within the project area. If a conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population and/or low income population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

STEP FOUR: If after mitigation, enhancements and offsetting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?

Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

STEP FIVE: Include all findings, determinations or demonstrations in the environmental document prepared for the project.

FILING A COMPLAINT

I. Introduction

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the city's programs, activities and services as required by statute.

II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the cities for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

III. Roles and Responsibilities

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

IV. Filing a Complaint

The complainant shall make him/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of City of Farmington programs, activities and services, including but not limited to: the public,

contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the City of Farmington or its sub-recipients, consultants and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the Title VI Coordinator's office. In all situations, the employees of the City of Farmington must contact the Title VI Coordinator immediately upon receipt of Title VI related statutes complaints.

Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180 day period, he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative. Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

V. Investigation

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a MDOT related contract against the City of Farmington, MDOT will be responsible for conducting the investigation of the complaint. Upon receipt of a Title VI complaint filed against the City of Farmington, the complaint and any pertinent information should immediately be forwarded to the MDOT Civil Rights Program Unit.

Investigation Reporting Process:

- Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of the City Manager for review.
- The City Manager reviews the file and investigative report. Subsequent to the review, the City Manager makes a determination of “probable cause” or “no probable cause” and prepares the decision letter.

Retaliation:

The laws enforced by this city prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

City of Farmington
 Attn: Vincent Pastue, City Manager
 23600 Liberty Street, Farmington, Michigan 48335
 Tel: (248)-474-5500, ext.2221
 Fax: (248)-473-7261
 Email: vpastue@ci.farmington.mi.us

Reporting Requirements to an External Agency

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the MDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

Records

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

APPENDIX A [TO BE INSERTED IN ALL FEDERAL-AID CONTRACTS]

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)*

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land

and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX C PERMITS, LEASES AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 8(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D TITLE VI COMPLAINT FORM

CITY OF FARMINGTON TITLE VI COMPLAINT FORM

This form may be used to file a complaint with the City of Farmington based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.**

If you need assistance completing this form due to a physical impairment, please contact Vincent Pastue at (248)-474-5500, ext. 2221 by fax at (248)-473-7261 or by e-mail at vpastue@ci.farmington.mi.us.

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Please explain your relationship with the individual(s) indicated above: _____

Name of agency and department or program that discriminated:

Agency or department name: _____

Name of individual (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Date(s) of alleged discrimination:

Date discrimination began _____ Last or most recent date _____

ALLEGED DISCRIMINATION:

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

- ___ Race
- ___ Religion
- ___ Color
- ___ National Origin
- ___ Age
- ___ Sex
- ___ Disability
- ___ Income

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

Signature: _____ Date: _____

Return completed form to: Vincent Pastue, City Manager; 23600 Liberty Street; Farmington, Michigan 48335; Tel: (248)-474-5500, ext.2221; Fax: (248)-473-7261

Note: *The City of Farmington prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City of Farmington. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

Appendix E Determine/Distinguish Significant/Non-significant Effects

“Significant” requires considerations of both context and intensity:

- (a) *Context.* This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.
- (b) *Intensity.* This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:
 - (1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

“Non-significant effect” means no substantial change to an environmental component and this no material bearing on the decision-making process.

Scientific, technical, institutional, the public’s value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of “significant” and “non-significant” effects will be made by the Title VI Coordinator.

APPENDIX F Program Compliance/Program review Goals for Current Plan Year

1. The City of Farmington Title VI Plan will be communicated to each City of Farmington Department Head who will review the plan with departmental employees.
2. The City of Farmington Title VI Plan will be published on the City of Farmington's website.
3. Appendix A will be included in all city contracts as outlined in the Title VI Plan.
4. The language in Number 2 of the City of Farmington's Title VI Assurance will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
5. The procedure for responding to individuals with Limited English Proficiency will be implemented.
6. All City of Farmington employees will be trained or made aware of the LEP procedure and the Title VI complaint procedure.
7. A review of City of Farmington facilities will be conducted in reference to compliance with the American Disabilities Act.
8. The following data will be collected and reviewed by the Title VI Coordinator and included, where appropriate, in the annual report submitted to MDOT.
 - a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
 - b. **Public Meetings:** The number of open meetings. How meeting dates and times communicated to the general public and to individuals directly affected by the meeting.
 - c. **Construction Projects:** The number of construction projects, number of minority contractors bidding and the number selected; Verification that Title VI language was included in bids and contracts for each project.
 - d. **LEP Needs:** How many requests for language assistance were requested or required and the outcome of these requests.
 - e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
 - f. **Timeliness of Services:** Number of requests for services; Amount of time from request to when service was delivered; Number of requests denied.
 - g. **Right of Way/Imminent Domain:** Numbers of such actions and diversity of individual affected.
 - h. **Program Participants:** Racial Data of program participants where possible.

ⁱ The executive order verbatim can be found online at <http://www.usdoj.gov/crt/cor/Pubs/colep.htm>.

ⁱⁱ Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2055 (Volume 70, Number 239)

ⁱⁱⁱ The DOT has also posted an abbreviated version of this guidance on their website at <http://www.dotcr.ost.dot.gov/asp/lep.asp>.

CITY OF FARMINGTON

Limited English Proficiency (LEP) Plan

**City of Farmington
23600 Liberty Street,
Farmington, Michigan 48335**

**Vincent Pastue, City Manager
(248) 474-5500, ext. 2221
Fax: (248)473-7261
vpastue@ci.farmington.mi.us
<http://www.ci.farmington.mi.us>**

TABLE OF CONTENTS

Introduction.....3

Elements of an Effective LEP Policy.....4

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy.....4

The Four-Factor Analysis.....5

Factor 1: The Proportion, Numbers and Distribution of LEP Persons.....5

Factor 2: Frequency of Contact with LEP Individuals.....6

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP Community.....6

Factor 4: The Resources Available to the City of Farmington and Overall Costs.....6

Safe Harbor Stipulation.....7

Providing Notice to LEP Persons7

Options and Proposed Actions8

What the City of Farmington will do.....9

City of Farmington Staff Training.....10

LEP Plan Access.....11

Introduction

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiencyⁱ, to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounterⁱⁱ. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP," or Limited English Proficient. The Executive Order states that:

"Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Farmington receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published *Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person* in the December 14th, 2005 Federal Register.ⁱⁱⁱ

The Guidance implies that the City of Farmington is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning

organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations. This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing and LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Farmington and overall cost.

The greater the number or proportion of eligible LEP persons; the greater the frequency with which they have contact with a program, activity, or service' and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and sub recipients to take steps to ensure meaningful access their programs and activities to LEP persons. More information for recipients and sub recipients can be found at <http://www.lep.gov>.

The Four-Factor Analysis

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to City of Farmington services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

Factor 1: The Proportion, Numbers and Distribution of LEP Persons

The Census Bureau has a range of four classifications of how well people speak English. The classifications are 'very well', 'well', 'not well', and 'not at all'. For our planning purposes, we are considering people that speak English less than 'very well' as LEP persons. As seen in Table #1 (below), the City of Farmington 2010 Census Data shows that 1,906 individuals (19.8%) of the city's population speak a language other than English; of those individuals 558 individuals (5.8%) have identified themselves as speaking English less than 'very well.'

TABLE #1

LANGUAGE SPOKEN AT HOME	# of Individuals	Percentage
Population 5 years and over	9,649	9,649
English only	7,743	8.2%
Language other than English	1,906	19.8%
Speak English less than "very well"	558	5.8%
Spanish	42	0.4%
Speak English less than "very well"	9	0.1%
Other Indo-European languages	818	8.5%
Speak English less than "very well"	144	1.5%
Asian and Pacific Islander languages	899	9.3%
Speak English less than "very well"	338	3.5%
Other languages	147	1.5%
Speak English less than "very well"	67	0.7%

Factor 2: Frequency of Contact with LEP Individuals

The city has conducted an informal survey of their employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions and found that they have had encounters with LEP individuals. We have offices accessible to the public and therefore accessible to LEP individuals and we have staff that work in the field that could encounter LEP individuals. Additionally, regular Council meetings and Special Meetings are held once a month which could potentially bring LEP individuals to these meetings. Given the high concentration of LEP individuals as displayed in Table #1 (above) the probability of our employees to encounter and LEP individual is high.

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

The City of Farmington serves individuals throughout the City in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to citizens of the City and individuals from outside of the city, such as visitors and those traversing the state. The nature of the services that the City provides is very important to an individual's day-to-day life. Therefore the denial of services to an LEP individual could have a significant detrimental effect. Due to the high concentration of LEP individuals in our city, we will ensure that those individuals will not be denied access to our programs, services and activities.

Factor 4: The Resources Available to the City of Farmington and Overall Cost

US Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

"A recipient's level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, "reasonable steps" may cease to be reasonable where the costs imposed substantially exceed the benefits. Recipients should carefully explore the most cost-effective means of delivering competent and accurate language services before limiting services due to resource concerns."

Based on this guidance, we have reviewed our resources and deemed that given the high concentration of LEP individuals we will translate documents and provide interpreters on an as needed basis, and upon request.

Although there will not be a fixed amount allocated from our yearly budget for the translation of documents. The cost associated with the necessary translation of document

in order to comply with LEP requirements will be allocated on an as needed basis. The City of Farmington will be using a service called the *Language Line* for interpretation and translation services. We will use this service provider for our interpretation and translation services throughout the city departments, if necessary.

Safe Harbor Stipulation

Federal law provides a “Safe Harbor” situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A “safe harbor” means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient’s written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is noncompliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a safe harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient’s written translation obligations under “safe Harbor” includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This “safe harbor” provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the high concentration of LEP individuals (as seen above in Table #1) we have deemed that written translations of all vital documents should be made on an as needed basis and upon request.

Providing Notice to LEP Persons

USDOT LEP guidance says:

“Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services

available free of charge. Recipients should provide this notice in languages LEP persons would understand.”

The guidance provides several examples of notification including:

1. Signage in languages a LEP individual would understand when free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that LEP individuals would understand will be placed in public information and public notices that persons requiring language assistance or special accommodations will be provided free of charge with reasonable advance notice to the City of Farmington.

Options and Proposed Actions

Options:

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.^{iv}

City of Farmington is defining as interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language and a translator as a person who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.^v

Considering the relatively small scale of the City of Farmington, the high concentration of LEP individuals in the service area, and the City's financial resources, it is necessary to limit language aid to the most basic and cost-effective services. If there is a need for language assistance measures for LEP individuals, the City shall proceed with oral interpretation options to meet all requests for those language groups to ensure equal access while also complying with LEP regulations.

What the City of Farmington will do. What actions will the City of Farmington take?

- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the *Language Line* for translation services and verbal interpretation.
- Ensure placement of statements in notices and publications in languages other than English that interpreter services are available for public meetings.
- The Census Bureau “I-speak” Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual’s language has been identified, City employees will contact *Language Line* to provide interpretation services to assist.
- Publications of the city’s complaint form available at public meetings.
- In the event that a City employee encounters a LEP individual, they will follow the procedure listed below:

OFFICE ENCOUNTER

1. Provide an I-speak language identification card to determine the language spoken of the LEP individual.
2. Once the foreign language is determined, call the *Language Line* with the step by step process identified below:
 - a. Use The Census Bureau “I-speak” Language Identification Card that will be distributed to all employees that may potentially encounter LEP individuals to have the citizen select the language he/she might speak
 - b. Visit the Google Translate website found at: <http://translate.google.com/>- Type in the words “one moment please” and select the language that you wish to have this statement translated into from the drop down menu.... *Google Translate allows you to translate the English language into the language identified by the LEP individual. You may type it or (if you have a microphone on your computer, speak it) and it will translate for you and you may press the button that speaks the interpreted phrase.*
 - c. Call “Language Line” at 1 (800)-523-1786 to have the citizen speak with an interpreter
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

ROAD ENCOUNTER

1. Road crew employee will immediately contact the Title VI coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken of the individual.
2. Once the foreign language is determined, call the *Language Line* with the step by step process identified at each office.
 - a. Use The Census Bureau "I-speak" Language Identification Card that will be distributed to all employees that may potentially encounter LEP individuals to have the citizen select the language he/she might speak
 - b. Call "Language Line" at 1 (800)-523-1786 to have the citizen speak with an interpreter
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact the *Language Line* to determine the specifics of the letter request information.
3. The Title VI Coordinator will work with the *Language Line* to provide the requested service to the individual in a timely manner.

OVER THE PHONE

1. If someone calls into our office speaking another language every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line and if possible determine the language spoken of the caller.
2. Once the language has need determined we will proceed providing the requested assistance to the LEP individual.

City of Farmington Staff Training

City of Farmington staff will be provided training or made aware of the requirements for providing meaningful access to services for LEP persons.

LEP Plan Access

A copy of the LEP plan document can be requested at City of Farmington main office during normal business hours and the City of Farmington will make the plan available on

the website at <http://www.ci.farmington.mi.us/>. Any person or agency may also request a copy by contacting:

Vince Pastue, City Manager
23600 Liberty Street,
Farmington, Michigan 48335
(248)-474-5500
Fax: (248)473-7261
vpastue@ci.farmington.mi.us

ⁱ The executive order verbatim can be found online at <http://www.usdoj.gov/crt/cor/Pubs/eolep.htm>.

ⁱⁱ Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)

ⁱⁱⁱ The DOT has also posted an abbreviated version of this guidance on their website at <http://www.dotcr.ost.dot.gov/asp/lep.asp>.

^{iv} <http://www.dotcr.ost.dot.gov/asp/lep/asp>

^v Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117.

**Farmington City Council
Staff Report**
Council Meeting Date:
October 15, 2012

**Reference
Number
(ID # 1067)**
Submitted by: Vincent Pastue, Chairperson

Description: Consideration to Approve 2013 Council Meeting Dates

Requested Action:

Move to approve the 2013 City Council meeting dates as presented

Background:

The Open Meetings Act requires that the regularly scheduled meetings of a public body be posted within ten days after the first meeting of that public body in each calendar or fiscal year. The Farmington City Charter, Section 6.1, states that the Council will provide, by resolution, the time and place of its regular meetings.

Attached is a proposed City Council meeting schedule for 2013 and resolution which continues meeting on the first and third Monday of each month. There is only a regular business meeting during the months of July and August. In addition, there are two meetings that are scheduled for Tuesday due to holidays: January 16 (Martin Luther King's Birthday) and September 3 (Labor Day).

1. Regular City Council meetings are held the third Monday of each month at 7:00 p.m. This meeting functions primarily as a business meeting.
2. The first Monday of each month is a special meeting, which will start at 7:00 p.m. Special meeting/study sessions has been eliminated in July and August.
3. We have included one special meeting to review the City Manager's recommended budget. This is scheduled for Monday, April 29, 2013.

Other Consideration - There was discussion about cancelling or moving the study session the first Monday in January. Given that it falls on the 7th, it is less likely to create a conflict with council members returning from holiday destinations and consequently I did not change the traditional date.

Agenda Review
Review:

Vincent Pastue	Pending
City Manager	Pending
City Council	Pending

CITY OF FARMINGTON
RESOLUTION NO. _____

Motion by _____, seconded by _____, to adopt the following resolution:

WHEREAS, The Open Meetings Act, MCL 15.261 et. seq. requires "for regular meetings of a public body, there shall be posted within 10 days after the first meeting of the public body in each calendar or fiscal year, a public notice stating the dates, times, and places of its regular meetings."

WHEREAS, Section 6.1 of the City Charter states that Council provides by resolution for the time and place of its regular meetings.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the following are dates and times of regular and special City Council meetings for the year of 2013 in Council Chambers of Farmington City Hall, 23600 Liberty Street, Farmington, Michigan.

MEETING DATES

Monday, January 7, 2013	7:00 p.m.	Special Meeting (Study Session)
Tuesday, January 22, 2013	7:00 p.m.	Regular Meeting
Monday, February 4, 2013	7:00 p.m.	Special Meeting (Study Session)
Monday, February 18, 2013	7:00 p.m.	Regular Meeting
Monday, March 4, 2013	7:00 p.m.	Special Meeting (Study Session)
Monday, March 18, 2013	7:00 p.m.	Regular Meeting
Monday, April 1, 2013	7:00 p.m.	Special Meeting (Study Session)
Monday, April 15, 2013	7:00 p.m.	Regular Meeting
Monday, April 29, 2013	7:00 p.m.	Budget Review Meeting
Monday, May 6, 2013	7:00 p.m.	Special Meeting (Study Session)
Monday, May 20, 2013	7:00 p.m.	Regular Meeting
Monday, June 3, 2013	7:00 p.m.	Special Meeting (Study Session)
Monday, June 7, 2013	7:00 p.m.	Regular Meeting
Monday, July 15, 2013	7:00 p.m.	Regular Meeting

Resolution (ID # 1067)

Meeting of October 15, 2012

Monday, August 19, 2013	7:00 p.m.	Regular Meeting
Tuesday, September 3, 2013	7:00 p.m.	Special Meeting (Study Session)
Monday, September 16, 2013	7:00 p.m.	Regular Meeting
Monday, October 7, 2013	7:00 p.m.	Special Meeting (Study Session)
Monday, October 21, 2013	7:00 p.m.	Regular Meeting
Monday, November 4, 2013	7:00 p.m.	Special Meeting (Study Session)
Monday, November 18, 2013	7:00 p.m.	Regular Meeting
Monday, December 2, 2013	7:00 p.m.	Special Meeting (Study Session)
Monday, December 16, 2013	7:00 p.m.	Regular Meeting

.....

I, Susan K. Halberstadt, duly authorized City Clerk for the City of Farmington do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Farmington City Council at a regular meeting held on Monday, November 19, 2012, in the City of Farmington, Oakland County, Michigan.

Susan K. Halberstadt, City Clerk

**Farmington City Council
Staff Report**

Council Meeting Date:
October 15, 2012

**Reference
Number
(ID # 1053)**

Submitted by: Vincent Pastue, Chairperson

Description: Consideration to Renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County

Requested Action:

Move to renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County

Background:

City Administration is recommending that the City Council renew the Farmington Road Maintenance Agreement with the Road Commission for Oakland County. Under the agreement, which covers a one-year period beginning October 1, 2012, the City provides ordinary maintenance on Farmington Road between Eight Mile and Grand River. This maintenance includes patching, crack sealing, sweeping, landscape maintenance, snow and ice removal and general maintenance. This year, the County has offered to compensate the City at a rate of \$11,952.66 per mile for a total compensation of \$20,319.52. This amount has not changed for the past five years

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

2012-2013 MAINTENANCE AGREEMENT
CITY OF FARMINGTON

Under 1951 PA 51, As Amended

This Maintenance Agreement (“Agreement”) is made this ___ day of _____, 2012, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the “Board,” and the City of Farmington, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. “Maintenance,” herein required to be performed by the City, shall mean routine roadway surface operations, care and maintenance of shoulders and approaches, drainage and roadside maintenance and snow removal and ice control, which shall include the following minimum requirements:

ROUTINE ROADWAY SURFACE OPERATIONS

- Patching, including Base repairs
- Blading
- Joint and Crack Filling
- Sweeping

CARE AND MAINTENANCE OF SHOULDERS AND SIDE APPROACHES

- Patching, Blading, etc.
- Gravel
- Seeding and Sodding

DRAINAGE AND ROADSIDE MAINTENANCE

- Erosion Control and Repair
 - Repairing Drainage Ditches and Structures (includes Ditch Clean-out)
 - Grass and Weed Cutting (Twice Yearly)
- Tree Trimming and Emergency Tree Removal (Normal Tree Removal to be done by Road Commission)
- Repairing Retaining Walls, etc.
- Roadside Clean-up

SNOW REMOVAL AND ICE CONTROL

for public travel.

Ice Control by salting, sanding, scraping and other methods necessary to make the road reasonably safe for public travel.

Maintenance shall also include other methods necessary to make the roads reasonably safe for public travel in accordance with MCL 224.21; and such other work and services, such as recordkeeping and maintenance of insurance, required by this Agreement. The city shall perform Maintenance on the roads listed in Exhibit A. All Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including but not limited to, the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement. Should any dispute arise as to the character or extent of Maintenance or as to the City's performance hereunder, the controversy may be referred to an arbitration board consisting of the Road Commission for Oakland County Director of Highway Maintenance, the City of Farmington Engineer and a third person to be chosen by them for settlement thereof.

II

The City agrees to keep said road in such condition as to be reasonably safe and convenient for public travel, in accordance with MCL 224.21, and to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects are not Maintenance subject to this Agreement.

The City shall keep accurate and uniform records of all Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Maintenance of Farmington Road, between Eight Mile and Grand River by the City, the Board agrees to pay the City the sum of \$20,319.52 as set forth in Exhibit A, attached hereto and made a part hereof. Such amount is to be used by the City for Maintenance.

Payments are to be made by the Board to the City as follows:

- 25% in December, 2012
- 25% in March, 2013
- 25% in June, 2013
- 25% in September, 2013

The making of said payments shall constitute Board's entire obligation in reference to said Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of

th **Attachment: Road Commission Maintenance Agreement (1053 : Consideration to Renew Farmington**, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements). Further, the City must obtain DEQ permission to perform culvert replacements, when same involves a stream or lake. The City will be responsible for the proper disposal of the solid waste and other debris related to the maintenance described in Section I, and the costs associated therewith.

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2012, and shall continue in full force and effect until a subsequent Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Maintenance agreement has not been executed by the parties hereto on or before September 1, 2013, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit C).

Witnesses:

CITY OF FARMINGTON
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

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

By: _____

Its: _____

By: _____

Its: _____

MAINTENANCE AGREEMENT
2012-2013

CITY OF FARMINGTON

EXHIBIT A

Farmington Road

Extending from Eight Mile Road to Grand River Avenue

1.70 Miles at \$11,952.66 per mile \$20,319.52

25% in December of 2012	\$ 5,079.88
25% in March of 2013	\$ 5,079.88
25% in June of 2013	\$ 5,079.88
25% in September of 2013	<u>\$ 5,079.88</u>

TOTAL \$20,319.52

2012-2013 WINTER MAINTENANCE AGREEMENT**ROAD COMMISSION FOR OAKLAND COUNTY****INSURANCE PROVISION
(CITY)**Insurance Coverage:

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

- a. **Worker's Compensation and Employer's Liability Insurance:** The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. **Bodily Injury and Property Damage:** The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.
1. **Bodily Injury and Property Damage Other Than Automobile:** The minimum limits of property damage and bodily injury liability covering each contract shall be:

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

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

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

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

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

See provisions of the maintenance agreement to which this Exhibit B is attached.

**Farmington City Council
Staff Report**

Council Meeting Date:
October 15, 2012

**Reference
Number
(ID # 1056)**

Submitted by: Vincent Pastue, Chairperson

Description: Consideration of State Trunkline Operating Permit and Indemnification Resolution

Requested Action:

Move to approve resolution regarding annual permit application with MDOT for Miscellaneous Operations within State Trunkline Right of Way, and to adopt MDOT Performance and Indemnification Resolution.

Background:

The City of Farmington has a full maintenance contract for Grand River Avenue from the east intersection of M-5 to Gill Road, and is responsible for winter maintenance only from Gill Road west to Halsted Road. The Michigan Department of Transportation (MDOT) reimburses the City for its actual labor and material expenses for all work done under the contract. The City further secures annual permits from the State to do maintenance work on the road and City utilities as well as install banners within the trunkline right-of-way.

The Department of Transportation requires that the City, by resolution, indemnify the State from any liability, which may occur as the result of work that the City is performing or banners that have been hung within the State right-of-way. The City resolution further authorizes the City Manager and the Director of Public Services to make application to the Michigan Department of Transportation for necessary permit work within State trunkline right-of-way on behalf of the City. The remaining provisions within the resolution are relatively standard.

The attached resolution needs to specify individuals within the City that are authorized to apply for the right-of-way permits. This would include the Public Works Superintendent Chuck Eudy, City Manager Vincent Pastue, and Matt Parks with Orchard Hiltz and McCliment

Financial Impact

The City has historically received between \$50,000 and \$80,000 per year to maintain Grand River within the City limits. The amount will vary depending on weather conditions and other maintenance issues.

Agenda Review

Review:

Resolution (ID # 1056)

Meeting of October 15, 2012

Vincent Pastue Pending
City Manager Pending
City Council Pending

**PERFORMANCE RESOLUTION FOR
GOVERNMENTAL AGENCIES**

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way," or an "Annual Application and Permit for Miscellaneous Operations Within State Highway Right of Way."

RESOLVED WHEREAS, the _____
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under State Highway right of way at various locations; within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. Any work performed for the GOVERNMENTAL AGENCY will be solely as for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof will be the sole responsibility of the GOVERNMENTAL AGENCY.
3. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
4. The GOVERNMENTAL AGENCY It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.

- 5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 6. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 7. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Name	and/or	Title

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by
the _____
(Name of Board, etc)
of the _____ of _____
(Name of GOVERNMENTAL AGENCY) (County)
at a _____ meeting held on the _____ day of
20____ A.D.
Signed _____ Title _____
Print Name _____

Attachment: MDOT annual permit resolution (1056 : Consideration of State Trunkline Operating Permit and Indemnification Resolution)