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**REGULAR MEETING AGENDA**

**1. CALL TO ORDER**

**Roll Call**

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENT**

**4. APPROVAL OF ITEMS ON CONSENT AGENDA**

- A. Minutes of the City Council - Special Study Session - Jul 21, 2014 6:00 PM**
- B. Minutes of the City Council - Joint City Council and Planning - Aug 18, 2014 7:30 PM**
- C. Minutes of the City Council - Regular - Aug 18, 2014 7:00 PM**
- D. Public Safety Monthly Report**
- E. Farmington Monthly Payments Report July and August 2014**
- F. Consideration to Accept John Mayer's Resignation from the Beautification Committee**
- G. Consideration to Adopt Resolution Designating Oakland County Emergency Management Coordinator as the Municipal Emergency Coordinator for Farmington and Designating City Liaison**

**5. APPROVAL OF REGULAR AGENDA**

**6. PRESENTATION/PUBLIC HEARINGS**

**7. UNFINISHED BUSINESS**

- A. Consideration to Approve Planned Unit Development (PUD) Concept Plan and Agreement with Balfour Farmington LLC for Development of Old Courthouse Site.**

**8. NEW BUSINESS**

- A. Consideration to Adopt Resolution Approving Participation in the Michigan Economic Development Corporation (MEDC) Redevelopment Ready Communities Program Along with Memorandum of Understanding**
- B. Consideration to Renew Farmington Road Maintenance Agreement with the Road Commission of Oakland County**

**9. DEPARTMENT HEAD COMMENTS**

**10.COUNCIL COMMENT**

**11.ADJOURNMENT**



Special Study Session City Council Meeting  
6:00 PM, MONDAY, JULY 21, 2014  
Conference Room A  
Farmington City Hall  
23600 Liberty St  
Farmington, MI 48335

DRAFT

**SPECIAL STUDY SESSION MEETING MINUTES**

A Special Study Session meeting of the Farmington City Council was held on July 21, 2014, in Conference Room A, Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

**1. ROLL CALL**

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

**City Administration Present**

Director Christiansen  
City Clerk Halberstadt  
City Manager Pastue  
Attorney Schultz

**2. APPROVAL OF AGENDA**

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

**3. PUBLIC COMMENT**

No public comment was heard.

**4. DISCUSSION**

**A. 2013 Streetscape Project Change Order #6 and Release of Retainage**

Present: OHM Representatives, Matt Parks & Gary Smolinski

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

Matt Parks reviewed Change Order No. 6 and overall costs for the Farmington 2013 Streetscape Project.

Responding to a question from Scott, Smolinski stated the drains were installed in front of the Dress Barn and on Warner Street to remove water from those areas. He confirmed those drains were not part of the original plan and would need to be maintained by the City.

Scott discussed other options that were available to address the water issue. He stated the drains were not a good, long term solution. He noted OHM needs to pay greater attention to detail.

Discussion continued regarding the reasons why the drains were necessary, including insufficient grading.

Pastue pointed out the excellent work done by OHM on Oakland Street.

Responding to a question from Schneemann, Pastue advised typically there is a 10% contingency.

Parks advised with Change Order No. 6, the cost is still \$5,900 under the original contract amount.

Schneemann noted the documentation used for pay requests has been confusing. He would like future requests translated into an American Institute of Architects (AIA) document.

Discussion followed regarding why the drains in front of the Dress Barn are not draining well. Pastue noted that the elevation changed from the original plan as a result of the building being cut.

Responding to a question from McShane, Pastue stated the City will fix the drain problem.

Discussion continued regarding other items in the change order including the addition of goose-neck lights at Grand River and Grove.

McShane questioned why the items included in the change order were not part of the original plans.

Discussion followed regarding why items were taken out of the contract then put back in.

Galvin asked if the drains can be fixed. Smolinski responded they will review with Grissim Metz to determine if there is a different cover that may function better.

Responding to a question from Schneemann, Smolinski stated there are still a few minor punch list items remaining.

Responding to an additional question from Schneemann, Pastue stated the amount of money remaining after the change order and retainage is approved will be \$5K.

Discussion followed regarding the need to replace plants and using the bond as leverage to ensure it is done.

McShane would like the plants replaced by Fall.

## 5. DISCUSSION

### A. Grand River-Halsted Plaza Lot Split

Present: Tom Duke, property owner and Lonny Zimmerman, Architect

Pastue discussed a resolution that will be brought before Council at the regular meeting concerning the conditions for the Grand River-Halsted Plaza proposed lot split.

Attorney Schultz pointed out the lot split could not occur until the buildings where the property line goes through are demolished and that this condition has been made part of the resolution.

Pastue advised the proposed lot split meets all of the statutory requirements.

Schulz pointed out the resolution relates only to the issue of ownership, future development will be addressed separately.

Discussion followed regarding traffic issues related to the Grand River-Halsted intersection and proposed used for the K-Mart building.

McShane expressed support for the lot split.

Scott expressed concern regarding the adequacy of the shared parking agreement for the buildings that front Grand River.

Galvin expressed support for the lot split that will allow for additional development.

Duke advised the lot split will allow for the highest and best use of the property.

Discussion followed regarding the challenges of the current property site and lack of redevelopment over the last 7+ years.

Pastue discussed the process going forward regarding the lot split and future development.

## 6. OTHER BUSINESS

Pastue advised City Administration will request approval of Change Order No. 6 and release of \$30K in retainage related to the 2013 Streetscape project at the regular meeting.

**7. COUNCIL COMMENT**

No Council comment was heard.

**8. ADJOURNMENT**

**1. Motion to adjourn the meeting.**

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

The meeting adjourned at 6:58 PM.

\_\_\_\_\_  
William E. Galvin, Mayor

\_\_\_\_\_  
Susan K. Halberstadt, City Clerk

Approval Date: \_\_\_\_\_

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



**Joint City Council and Planning City Council Meeting  
 7:30 PM, MONDAY, AUGUST 18, 2014  
 Farmington Masonic Lodge  
 23715 Farmington Road  
 Farmington, MI 48335**

**DRAFT**

**JOINT CITY COUNCIL AND PLANNING MEETING MINUTES**

A Joint City Council and Planning meeting of the Farmington City Council was held on August 18, 2014, in Farmington Masonic Lodge, 23715 Farmington Road, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:56 PM by Mayor William Galvin.

**I. CALL TO ORDER**

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

**City Administration Present**

Director Christiansen  
 City Clerk Halberstadt  
 City Manager Pastue  
 Attorney Schultz

**Planning Commission Present**

Ken Chiara  
 Kenneth Crutcher (arrived at 8:10 p.m.)  
 Dave Gronbach

**Corridor Improvement Authority**

Patrick Thomas

**II. PUBLIC COMMENT**

Tom Kyle, 35600 Briar Ridge Lane, discussed his concerns regarding installation of multiple towers on his property by Brighthouse Communication. He noted the original agreement with the City stated no more than one tower per property. He spoke about his continued efforts to have a second tower removed. He asked for assistance from the City in resolving this issue.

Minutes Acceptance: Minutes of Aug 18, 2014 7:30 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

Galvin suggested Mr. Kyle attend an upcoming SWOCC Board meeting and state his concerns.

Pastue advised he contacted Bob McCann, General Manager of Brighthouse, and asked him to look into this issue. He has not yet heard back from Mr. McCann.

Mr. Kyle further discussed how difficult it is to communicate with Brighthouse.

### **III. PRESENTATION**

#### **1. Review of Grand River Corridor Improvement Overlay District**

Present: Brad Strader, Planning Division Manager and Sherrin Hood, Senior Planner, LSL Planning

Christiansen briefly discussed the activities of the Corridor Improvement Authority (CIA) including the development of a Tax Increment Finance Plan.

Strader reviewed a Corridor Plan summary, CIA Action Plan, future land use map, and a focus on the Orchard Lake area.

Strader discussed the new form-based code that would take the CIA plan and put it into regulatory framework. He noted Sherrin Hood was responsible for putting together a model code that would be tailored to Farmington and Farmington Hills. He stated the new approach provides more flexible standards and uses more tables and graphics.

McShane noted in the proposed form-based code parking is shown in the front rather than in the rear of a building. She pointed out the City over the last several years has made an effort to move all parking to the rear.

Hood responded that East Grand River is not the downtown and therefore should have more flexibility.

Discussion followed regarding multi-modal transportation and Grand River road diet. Strader indicated the code cannot address an MDOT right-of-way. However, it is written so it can support a road diet, wider sidewalks, etc.

Discussion continued regarding whether front parking should be allowed. Strader advised it should be allowed under certain conditions.

McShane stated parking should be encouraged in the rear and side of building and seating and green space in the front.

Schneemann stated consideration of parking in the front would be acceptable outside of the downtown in conjunction with a multi-modal approach and road diet.

Scott expressed concern that the graphics of the proposed code leave too much open for interpretation.



In referring to the graphics in the code, Schneemann stated the structures should be shown as a mass (block) rather than actual buildings.

Strader discussed the proposed administrative process provided in the code which is similar to the PUD procedure.

Discussion following regarding an agreement by MDOT to scope the Grand River Corridor and in conjunction with that project, both cities will conduct traffic analyses.

Christiansen discussed the next steps for the CIA including: implementation of TIF, traffic analysis and regulatory approach.

Scott recommended pushing away from the road where the river can be engaged.

## IV. DISCUSSION

### 1. Discussion - Residential Zoning Standards

Pastue advised a review of residential zoning standards was established as one of the goals in a goal-setting session held earlier in the year. He stated the premise behind this goal is Farmington has older housing stock of which many are ranches. He noted the City has prescribed front and rear setbacks and lot area coverage that need review. He advised that as families grow the housing stock and code limitations are driving some of them out of Farmington.

Strader reviewed current zoning requirements and the types of changes that could be made. He stated expansion could be in the front, rear or going up.

Hood advised, based on their survey of neighborhoods, going up seems most feasible. She discussed the difficulties of expanding into the backyard.

Scott would like to shorten the front yard setback requirement. He stated going out the front prevents encroaching on the privacy of the back yard. He noted housing closer to the street promotes a more walkable, friendly and engaging neighborhood. He stated families are moving out of Farmington because they need the additional bedroom, expanded master suite, etc. He stated the City needs to allow for more than 5' expansion.

Strader stated extending the front could impact the views of surrounding properties.

Schneemann would also like to see a more radical change in the standards. He would like changes not only in massing and setbacks, but freedom in materiality and architectural styles. He spoke about the richness and variety of his neighborhood.

McShane noted in her former neighborhood two homeowners proposed adding second stories. She stated there was a strong negative response from the neighborhood where attempts were made to prevent the additions. The

homeowners prevailed and second stories were added. She stated the homes look wonderful and were not a problem from her point of view.

McShane pointed out that in changing the rear setback, consideration must be given to the impact of surrounding neighbors in terms of privacy. She noted changes in the front setback could impact the view of some neighbors. She stated it is wise to accommodate families who want to make modifications to their homes.

Cowley advised the City needs a laissez-faire strategy that allows families to expand their homes thereby increasing tax revenue. It is important to attract new families, not only for the City, but for the schools as well. He advised changes in standards should apply to all City neighborhoods, not just a few.

Galvin concurred the City needs to expand housing stock that will attract more families. He would not be opposed to allowing tear downs.

Discussion followed regarding the effectiveness of tear downs versus adding a second story.

Discussion followed regarding allowing attached residential on certain properties.

Gronbach agreed with changing the standards citywide and not just certain neighborhoods.

Crutcher advised the City should look at each neighborhood in determining appropriate setbacks.

Christiansen stated the code needs to allow for flexibility and creativity. He stated the City should be looked at as a whole, but also take into consideration characteristics of each neighborhood.

Pastue discussed the process going forward in making modifications to the code.

## V. COUNCIL COMMENT

No Council comment was heard.

## VI. ADJOURNMENT

### 1. Motion to adjourn the meeting.

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

The meeting adjourned at 9:30 p.m.

\_\_\_\_\_  
William E. Galvin, Mayor

\_\_\_\_\_  
Susan K. Halberstadt, City Clerk

Approval Date: \_\_\_\_\_

Minutes Acceptance: Minutes of Aug 18, 2014 7:30 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)



**Regular City Council Meeting  
7:00 PM, MONDAY, AUGUST 18, 2014  
Farmington Masonic Lodge  
23715 Farmington Road  
Farmington, MI 48335**

**DRAFT**

**REGULAR MEETING MINUTES**

A Regular meeting of the Farmington City Council was held on August 18, 2014, in Farmington Masonic Lodge, 23715 Farmington Road, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

**1. CALL TO ORDER**

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

**City Administration Present**

Director Christiansen  
City Clerk Halberstadt  
City Manager Pastue  
Attorney Schultz

**2. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was led by representatives from St. Gerald's Church.

**3. PUBLIC COMMENT**

Tom McPhail, 22780 Manning, representing St. Gerald's Church, thanked Council for allowing the Church to rent Riley Park for their event scheduled in September. He commended the Downtown Development Authority for their advice and cooperation.

**4. APPROVAL OF ITEMS ON CONSENT AGENDA**

Galvin recommended moving three items from the Consent Agenda to Unfinished Business: Item K, Consideration to Ratify Farmington Road Streetscape Proposal for Design Engineering Services, Item L, Consideration to Approve Temporary Liquor License for St. Gerald's 50th Anniversary Event at Riley Park, and Item M, Consideration to Schedule a Public Hearing for October 20, 2014 for the Corridor Improvement Authority's Development and Tax Increment Financing Plan.

Minutes Acceptance: Minutes of Aug 18, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

**Motion to approve the Consent Agenda as amended, moving three items to Unfinished Business, including: Item K, "Consideration to Ratify Farmington Road Streetscape Proposal for Design Engineering Services", Item L, "Consideration to Approve Temporary Liquor License for St. Gerald's 50th Anniversary Event at Riley Park", and Item M, "Consideration to Schedule a Public Hearing for October 20, 2014 for the Corridor Improvement Authority's Development and Tax Increment Financing Plan".**

<b>RESULT:</b>	<b>APPROVED AS AMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	Greg Cowley, Councilmember
<b>SECONDER:</b>	JoAnne McShane, Councilmember
<b>AYES:</b>	Cowley, Galvin, McShane, Schneemann, Scott

- A. Minutes of the City Council - Special - Jun 23, 2014 7:00 PM**
- B. Minutes of the City Council - Regular - Jul 21, 2014 7:00 PM**
- C. Minutes of the City Council - Special - Jul 28, 2014 7:00 PM**
- D. Minutes of the City Council - Special Study Session - Aug 4, 2014 6:00 PM**
- E. Public Safety Monthly Report**
- F. Special Event Request for American Legion Groves-Walker Post 346, 9-11 Memorial Service**
- G. Consideration to Approve 2015 Greater Farmington Area Chamber of Commerce Annual Membership**
- H. Consideration to Approve SMART Agreement for Transfer of Municipal and Community Credits**
- I. Consideration to Appoint Delegate for Annual MML Meeting October 15-17, 2014 in Marquette, Michigan**
- J. Request for "Tag Days" - Fundraising Event**

## **5. APPROVAL OF REGULAR AGENDA**

**Motion to approve the regular agenda as amended under the consent agenda.**

Minutes Acceptance: Minutes of Aug 18, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

<b>RESULT:</b>	<b>APPROVED AS AMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	Greg Cowley, Jeff Scott
<b>SECONDER:</b>	Steve Schneemann, Mayor Pro Tem
<b>AYES:</b>	Cowley, Galvin, McShane, Schneemann, Scott

## 6. PRESENTATION/PUBLIC HEARINGS

None were heard.

## 7. UNFINISHED BUSINESS

### A. Consideration to Ratify Farmington Road Streetscape Proposal for Design Engineering Services

Pastue briefly reviewed the proposal from Orchard Hiltz McCliment (OHM) regarding the design work for the Farmington Road Streetscape project. He noted the main issues involving the State Historic Preservation Office (SHPO) have been resolved.

Scott referred to the underground issues related to the Grove Street project and expressed concern that the same problems could occur with this project. He spoke about using ground penetrating radar that can identify underground utilities in order to avoid what happened with Grove Street.

Pastue responded the proposal does not include any type of underground investigation. He did not believe there are a significant number of utilities running through Farmington Road that the City does not know about. He will check with OHM to determine what it would entail to add underground investigation.

Responding to a question from Schneemann, Pastue stated the Michigan Department of Transportation (MDOT) will be responsible for the project construction. He stated the project will require an inspector to be on site.

Responding to an additional question from Schneemann, Pastue stated the inspector would be retained by the City, noting OHM was the inspector for the Drake Road project. However, he pointed out that if grant money is used, the State no longer wants the Design Engineering Firm performing the construction administration due to a possible conflict of interest.

Discussion followed regarding the involvement of Grissim Metz for the landscape and the involvement of MDOT due to the grant.

Schneemann noted issues usually occur during the construction phase of the project. He advised any appointment to construction administration should be brought before Council for approval.

Discussion continued regarding a construction administrator as a third party who is looking out for the interest of the City and the process for resolving issues

with MDOT.

Pastue advised that with MDOT there will be a limited number of change orders, noting that once the project is designed that is pretty much how it will be built.

Responding to a question from McShane, Pastue confirmed the \$59K fee from Grissim Metz is for design only. He pointed out the design required a significant amount of detail. He stated the fee is comparable to the cost for the Grand River Streetscape project.

Cowley questioned whether the DDA will be doing any kind of construction awareness campaign that includes stimulating activity in the downtown in spite of the construction. He asked if funds have been allocated for this effort.

Pastue confirmed the DDA will have a plan in place to inform and promote businesses during the construction period. He noted the construction will not begin until after the Founders Festival. He advised it should be a 3-month intense project.

Discussion followed regarding the impact the project will have on the Department of Public Works (DPW) personnel and whether it is understaffed.

Pastue responded his concern is regarding how to address the significant improvements that need to be made to City parks with the current staff.

**Motion to ratify the Farmington Road Streetscape proposal for Design Engineering Services with Orchard Hiltz and MCcliment for a not-to-exceed amount of \$154,900. [SEE ATTACHED AGREEMENT].**

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

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

**B. Consideration to Approve Temporary Liquor License for St. Gerald's 50th Anniversary Event at Riley Park**

Pastue advised St. Gerald's Church is seeking approval of a temporary liquor license for their 50th anniversary event scheduled on September 20th in Riley Park.

Schneemann asked what makes Riley Park attractive for this type of event.

Cowley responded the attraction for holding this event in Riley Park is the infrastructure that is already in place from the Harvest Moon Festival. He stated

Minutes Acceptance: Minutes of Aug 18, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

this is a great public/private partnership that will generate revenue for St. Gerald's while sharing in the cost for Harvest Moon. He noted St. Gerald's will also use the security provided for Harvest Moon.

Responding to a question from McShane, Pastue stated sharing the costs ensures the Harvest Moon Festival will be self-supporting.

**Motion to adopt a resolution approving a temporary liquor license for St. Gerald's Church 50th Anniversary celebration to be held on Saturday, September 20, 2014 from 6:00 p.m. to 11:00 p.m. in Riley Park. [SEE ATTACHED RESOLUTION NO. 08-14-022]**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	JoAnne McShane, Councilmember
<b>SECONDER:</b>	Greg Cowley, Councilmember
<b>AYES:</b>	Cowley, Galvin, McShane, Schneemann, Scott

**C. Consideration to Schedule a Public Hearing for October 20, 2014 for the Corridor Improvement Authority's Development and Tax Increment Financing Plan**

City Administration advised the Farmington Grand River Corridor Improvement Authority has adopted their development and tax increment financing (TIF) plans and recommended Council schedule a public hearing for the October 20th meeting.

**Motion to schedule a public hearing for October 20, 2014 at 7:00 p.m. regarding the Grand River Corridor Improvement Authority's Development and Tax Increment Financing Plan.**

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

**8. NEW BUSINESS**

**A. Consideration to Approve State Trunkline Maintenance Contract**

City Administration advised that for several decades Farmington has contracted with the Michigan Department of Transportation (MDOT) to maintain Grand River. The 5-year contract covers full surface and winter maintenance from the east intersection with M-5 to Gill Road.

Responding to a question from McShane, Pastue stated the City is responsible for repairing potholes and allowed to do so under the agreement with MDOT.



**Motion to approve a five-year (October 1, 2014 through September 30, 2019) State Trunkline maintenance contract with the Michigan Department of Transportation and authorize the Mayor and City Clerk to sign the contract on behalf of the City. [SEE ATTACHED CONTRACT]**

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

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

## B. Board and Commission Appointments

Cowley expressed concern regarding Maria Taylor's support for imposing standards set by the U.S. Secretary of the Interior for renovation and maintenance of homes in Farmington's historic district. He questioned Ms. Taylor's "take it or leave it" strategy regarding modifications to historic homes. He believes homeowners need some leeway in making modifications to their homes in order to encourage families to reinvest and stay in Farmington. He will not support the appointment of Maria Taylor to the Historical Commission.

Galvin noted he along with Scott and McShane conducted the interviews and that Cowley and Schneemann were unable to attend.

McShane stated interviews of candidates are conducted based on the relevancy of their background and experience to the board or commission for which they are applying. She would not deny someone an appointment because she did not agree with all of their ideas. She thought Ms. Taylor was a very positive and sincere candidate. She pointed out Ms. Taylor could have dodged the questions and no one would have known the difference. She noted there are a lot of folks in Farmington who want to preserve contributing historical homes. She stated without people like Ms. Taylor and community support of historic homes the City would not be much of anything except retail space.

Scott stated he had initial concerns regarding Ms. Taylor's knowledge of contributing versus non-contributing historic homes, but now believes she understands the difference. He discussed the importance of maintaining contributing historic structures. He may not completely agree with Ms. Taylor, but liked her energy and enthusiasm.

Schneemann noted he has been outspoken about the fact that the Secretary of Interior (SOI) standards as written to the letter of the law are not necessarily applicable or appropriate to Farmington's historic district. However, he does believe there should be some level of standards applied to Farmington's district. He recognized Ms. Taylor's support of SOI standards, but noted that he doesn't always have to share the same viewpoint with a candidate in order to support

his or her appointment.

Galvin thanked the applicants for their interest in serving on a board or commission. He thanked Council for taking the time to interview candidates. He noted Council takes board and commission appointments very seriously.

Galvin commented on the appointment of Mary Bush to the Library Board. He stated she is a well-qualified candidate having served as a Councilmember and Mayor of the City. He noted she also serves on the Board of Review. He encouraged more involvement from the community in serving on a board or commission.

**Motion to appoint Maria Taylor to the Historical Commission to fill an unexpired term ending March 31, 2016.**

<b>RESULT:</b>	<b>APPROVED [4 TO 1]</b>
<b>MOVER:</b>	JoAnne McShane, Councilmember
<b>SECONDER:</b>	Jeff Scott, Councilmember
<b>AYES:</b>	William Galvin, JoAnne McShane, Steve Schneemann, Jeff Scott
<b>NAYS:</b>	Greg Cowley

**Board and Commission Appointment**

**Motion to appoint Mary Bush to the Library Board of Directors for a 4-year term ending June 30, 2018.**

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

**9. COUNCIL COMMENT**

McShane asked regarding upcoming 9/11 events. Pastue advised the dedication of the 9/11 Memorial at City Hall will be held on 9/11 at 8:30 a.m. and the American Legion will be holding their event in Riley Park that evening.

Galvin advised the Beautification Awards ceremony was recently held at the Warner Mansion. He stated it was a wonderful event. Awards were given out to residents and businesses for their lovely gardens and landscaping. He noted two of the newest Beautification Committee members, Carol Ahmed and Dave Albrecht, were significant contributors to the event.

**10.ADJOURNMENT**

**Motion to adjourn the meeting.**

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

The meeting adjourned at 7:49 p.m.

\_\_\_\_\_  
William E. Galvin, Mayor

\_\_\_\_\_  
Susan K. Halberstadt, City Clerk

Approval Date: \_\_\_\_\_

Minutes Acceptance: Minutes of Aug 18, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

**Farmington City Council  
Staff Report****Council Meeting Date:**  
September 15, 2014**Reference  
Number  
(ID # 1666)****Submitted by:** Vincent Pastue, City Manager**Description:** Public Safety Monthly Report**Requested Action:**

Approve Farmington Public Safety Monthly

**Background:**

See attachment

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

Vincent Pastue	Pending
City Manager	Pending
City Council	Pending



## MONTHLY REPORT AUGUST 2014

### ASSIST OTHER LAW ENFORCEMENT AGENCY

On August 1<sup>st</sup>, at 7:15 p.m., officers from this police department assisted Farmington Hills police in the search for a missing four year old child at Muirwood Apartments. After approximately thirty minutes, the child was located within the apartment complex.

### DRIVING WHILE LICENSE SUSPENDED

On August 1<sup>st</sup>, at 8:19 p.m., an officer stopped a vehicle near Grand River and Farmington Road for improper lane use. Further investigation revealed that the driver had a suspended driver's license and a warrant for her arrest. The driver was arrested and transported back to the station where she was processed. The police agency that possessed the warrant for the driver's arrest did not want to pick up the driver so she was released with a violation.

### POSSESSION OF MARIJUANA

On August 1<sup>st</sup>, at 10:34 p.m., an officer stopped a vehicle near Grand River and Orchard Lake Road for driving without and headlights on. Upon making contact with the driver, the officer could smelled the odor of Marijuana. A search of the vehicle revealed a small amount of Marijuana inside an old pill bottle. The driver was arrested and transported to the station. At the station, the driver was processed and housed awaiting bond/arraignment.

### OPERATING WHILE INTOXICATED (OWI)

On August 3<sup>rd</sup>, at 4:18 a.m., an officer stopped a vehicle near Farmington Road and Flanders for improper lane use. Upon making contact with the driver, the officer smelled the odor of alcohol and the driver admitted to drinking several drinks. The driver submitted to field sobriety tests and failed same along with a preliminary breath test (PBT) .09. The driver was placed under arrest for OWI and transported to the station. At the station, the driver took a breath test with a result of .08. The driver was processed and housed awaiting sobriety/bond.

### DRIVING WHILE LICENSE SUSPENDED (DWLS)

On August 4<sup>th</sup>, at approximately 11:12 p.m., an officer on patrol stopped a vehicle in the area of Grand River and Hawthorne for disobeying a red light. Further investigation revealed that the driver had a suspended license and three warrants for her arrest out of

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other jurisdictions. The woman was arrested for DWLS and was housed at the Farmington jail.

#### **WARRANT ARREST OTHER DEPARTMENT**

On August 5<sup>th</sup> an officer was dispatched to the area of Raphael and Ten Mile Road on a report of a traffic accident. Upon arrival it was found that a passenger in one of the vehicles had an outstanding misdemeanor warrant out of Romeo Police Department. The passenger was arrested on the warrant and transported to the station to be held for Romeo police.

#### **ANIMAL COMPLAINT**

On August 5<sup>th</sup>, at approximately 8:37 p.m., an officer was dispatched to a home on Schulte Street for a report of a dog that had attacked another dog. Upon arrival the officer learned from an Oakland Street resident that she had been walking her dog in the area of Gill Road and Schulte when all of a sudden a bulldog rushed up to her dog and began attacking. The woman was able to fight off the attacking dog and knew which residence the dog was from. The officer advised the bulldog's owner of the city ordinance regarding controlling one's animals.

#### **CUSTOMER TROUBLE**

On August 5<sup>th</sup>, at approximately 10:09 p.m., officers were dispatched to Valero Gas Station at Grand River and Orchard Lake Road for a report of three juveniles verbally arguing with the store clerk. Upon arrival officers learned that one of the juveniles was upset because he had purchased a drink from the clerk and paid with a ten dollar bill but only received change as if he had only given a one dollar bill. The store clerk advised that the juvenile had only paid with a one dollar bill, but began arguing with him when he thought he had been short changed. Officers had the clerk double check his cash register and he discovered that the teen had actually paid with a ten dollar bill. The clerk gave the correct change and the teens left the scene.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On August 5<sup>th</sup>, at approximately 10:45 p.m., an officer stopped a vehicle on Grand River Avenue near Orchard Lake Road for a loud exhaust. Further investigation revealed that the driver had a suspended license and eleven warrants for his arrest out of various jurisdictions. The man was arrested for DWLS and was housed at the Farmington jail.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On August 6<sup>th</sup>, at approximately 1:27 a.m., an officer on patrol stopped a vehicle in the area of Grand River Avenue and Halsted for driving without a driver's side rear view mirror. Further investigation revealed that the driver had a suspended license. The man was arrested for driving on a DWLS and was processed at the Farmington jail. The man was released with a citation.

#### **RENTAL SCAM**

On August 6<sup>th</sup> a subject came to the front desk to make a report about a rental scam. The victim advised she found a house for rent in the Belaire subdivision of Craig's List.

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The victim contacted the number and the individual advised her he was currently living and working outside the United States. The victim then sent money via Western Union to Nigeria. The victim contacted the subject after the transaction and she was advised she needed to send more money. The victim realized it was a scam and came to station to make a report.

#### **LARCENY OF BIKE**

On August 6<sup>th</sup> a resident of Kensington Manor Apartments reported a bicycle stolen from the complex. Report was forwarded to the detectives.

#### **LARCENY FROM AUTO**

On August 7<sup>th</sup> a resident of Prospect Street reported tools stolen from his vehicle over the previous few days. The vehicle may have been unlocked. The report was forwarded to detectives.

#### **LARCENY**

On August 7<sup>th</sup>, at 11:40 p.m., an officer took a report of a larceny of an iPhone from Riley Park while she was attending the weekly swing dance event. The subject stated she put her phone down along with other friend's phones and purses and a short time later her phone was missing. An attempt to track the phone was unsuccessful because the phone had already been turned off.

#### **WARRANT ARREST OTHER JURISDICTION**

On August 8<sup>th</sup>, at approximately 8:42 p.m., a sergeant on patrol stopped a man for walking on the M-5 Expressway. Further investigation revealed that the man had a warrant for his arrest out of Farmington Hills. The man was arrested on the warrant and transported to the Farmington Hills Police Department where he was turned over to their agency.

#### **FIRE ALARM**

On August 8<sup>th</sup>, at approximately 8:53 p.m., officers and Engine 3 were dispatched to the Farmington Civic Theater for a fire alarm. Upon arrival officers learned that the fire alarm was activated due to burnt popcorn and that there was no problem at the theater.

#### **LOST TABLET**

On August 8<sup>th</sup>, at approximately 10:07 p.m., a woman reported to the public safety department that she had lost her Samsung Galaxy Tablet PC several days earlier. The woman advised that she had gotten off of work at Page's Restaurant and had placed her tablet on top of her vehicle. The woman drove home and then realized that she had forgotten her tablet on top of her vehicle. The woman returned to the restaurant parking lot but could not find her computer.

#### **ASSIST OTHER LAW ENFORCEMENT AGENCY**

On August 9<sup>th</sup>, at approximately 2:32 a.m., a Farmington commander was in the area of Grand River Avenue and Drake Road when Farmington Hills officers were dispatched to the Grand Tavern for a report of an intoxicated customer trying to start a fight with the

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DJ. Since the commander was across the street from the restaurant, he responded to the scene and kept the peace until Farmington Hills officers could arrive.

#### **OPERATING WHILE INTOXICATED (OWI)**

On August 9<sup>th</sup>, at approximately 3:58 a.m., an officer's vehicle was nearly struck by another driver. The officer stopped the vehicle and further investigation revealed that the driver had been drinking at a party and showed signs of intoxication. The man failed several sobriety exams and was arrested for OWI. The man was transported to the Farmington jail where he submitted to a Datamaster breath test with a result of a .10 BAC.

#### **LARCENY FROM STORAGE FACILITY – LATE REPORT**

On August 9<sup>th</sup> an officer was dispatched to Nine Mile Storage for a report of a larceny from a storage unit. Upon arrival the victim/renter of the unit reported that sometime in the summer of 2009 Nine Mile Storage employees called to advise her that her storage unit had been broken into, and they were replacing the lock on the door with one of their own until she could come to check her property. The victim stated that she arrived at her storage unit on this date and remembers that the lock had been replaced by Nine Mile Storage staff, and she was unsure if it had been reported to this department. The victim stated that she noticed an air compressor and circular saw missing from her storage unit upon being able to gain entry to the unit. The victim filed the report for informational purposes only.

#### **LARCENY OF CELL PHONE**

On August 9<sup>th</sup>, at approximately 9:23 p.m., a South Lyon resident reported that his cell phone had been stolen at the Sundquist Pavilion on August 7<sup>th</sup> during the Swing Fusion dance. The man advised that he had set down his car keys and cell phone on the ground at approximately 9:30 p.m. and when he returned at 11:00 p.m., only his car keys were present and his cell phone was missing. The report was forwarded to the Detective Bureau for further investigation.

#### **OPERATING WHILE INTOXICATED (OWI)**

On August 10<sup>th</sup>, at approximately 1:51 a.m., a commander on patrol stopped a vehicle for driving the wrong way on a one way street and for weaving on Grand River Avenue near Shiawassee. Further investigation revealed that the driver had five or six shots of alcohol at Cowley's Pub and he exhibited signs of intoxication. The man failed several sobriety exams and was arrested for OWI. The man was transported to the Farmington jail where he submitted to a breath test with results of a .14 BAC. The man was held till he was sober and able to post bond.

#### **OPERATING WHILE INTOXICATED (OWI)**

On August 10<sup>th</sup>, at approximately 2:40 a.m., a sergeant on patrol stopped a vehicle on the M-5 Expressway for speeding and erratic driving. Further investigation revealed that the driver had been drinking wine at a family member's home and showed signs of intoxication. The driver failed several sobriety exams and refused to take a preliminary breath test. The woman was arrested for OWI and was transported to the Farmington



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jail. The woman refused to take a Datamaster breath test so the sergeant obtained a search warrant for the woman's blood. Community EMS arrived at the jail and the woman's blood was obtained. The woman was held till sober and her blood was sent to the Michigan State Police Crime Lab for alcohol analysis.

#### **OPERATING WHILE INTOXICATED (OWI)**

On August 10<sup>th</sup>, at approximately 3:28 a.m., a sergeant on patrol stopped a vehicle in the area of Farmington Road and Nine Mile for improper lane use. Further investigation revealed that the nineteen year old driver was exhibiting signs of intoxication but denied any drinking, blaming the odor of intoxicants on friends who had been inside her car. The female failed several sobriety exams and was arrested for OWI. The driver submitted to a breath test at the Farmington jail with a result of a .09 BAC. The woman was held until sober and until bond was posted.

#### **OPERATING WHILE INTOXICATED (OWI)/DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On August 10<sup>th</sup> an officer was dispatched to Grand River and Shiawassee on a report of a suspicious vehicle stopped in the roadway. Upon arrival the officer noticed a debris field leading up to the vehicle showing it was involved in an accident. The officer made contact with the driver who stated he thought he hit a nail or something in the roadway. The driver was OWI and found to have a suspended driver's license. The driver was arrested for OWI and DWLS and transported to the station where he was processed and held pending bond.

#### **VERBAL ARGUMENT**

On August 10<sup>th</sup>, at approximately 6:39 p.m., officers were dispatched to Drakeshire Apartments for a report of two males possibly fighting. Upon arrival the officers located the two men arguing in the parking lot. Officers learned that the two men are friends and that they had a verbal argument but would not say what it was about. Both men denied any physical fight so they were released on scene.

#### **FRAUD**

On August 11<sup>th</sup> a resident came to the front desk to report her credit card had been used in Wixom at two locations. The victim still had her credit card. The case was turned over to detectives and a still photo and video was obtained of the suspect. Information was sent out to area departments to identify the suspect.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)/WARRANTS**

On August 11<sup>th</sup>, at 11:20 p.m., a sergeant stopped a vehicle on Grand River near Hawthorne for speeding and for an expired license plate. Upon checking the driver through LEIN and SOS it was determined that she had a suspended driver's license and multiple warrants for her arrest. The driver was arrested and lodged in the Farmington jail until she could post bond.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)/WARRANT OTHER AGENCY**

On August 13<sup>th</sup> an officer stopped a vehicle for an equipment violation. Upon making

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contact with the driver, it was found that the driver had a suspended driver's license along with an outstanding traffic warrant out of Garden City. The driver was arrested for DWLS and the outstanding warrant. The driver was transported to the station where he was booked and held pending pick up by Garden City police.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On August 13<sup>th</sup>, at approximately 11:13 p.m., a sergeant on patrol stopped a vehicle for speeding in the area of Grand River and Brookdale. Further investigation revealed that the driver had a suspended license. The driver was arrested for DWLS and was processed at the Farmington jail.

#### **OPEN INTOXICANTS IN A MOTOR VEHICLE**

On August 14<sup>th</sup>, at approximately 3:09 a.m., a sergeant on patrol stopped a vehicle for having an expired license plate on the M-5 expressway. Upon interviewing the occupants, the sergeant observed a half full bottle of Cognac on the floor of the passenger compartment. The passenger of the vehicle admitted to owning the alcohol. The passenger had a warrant for her arrest out of Northville for fraud but they were unable to pick the passenger up. The woman was cited for Open Intoxicants in a Motor Vehicle and was advised of her warrant.

#### **UNLAWFUL DRIVING AWAY OF AUTOMOBILE**

On August 14<sup>th</sup> an officer was dispatched to Chatham Hills Apartments on a report of a stolen motorcycle. Upon arrival the owner stated that sometime overnight between 10:00 p.m. on August 13<sup>th</sup> and 8:00 a.m. on August 14<sup>th</sup>, someone stole his Honda CBR600RR motorcycle from the garage of his apartment building. Upon further investigation by the officer it was found that there were fresh tire tracks that led from the apartment building to Brittany Hill Drive where it appears that the motorcycle was loaded onto a trailer or vehicle. No suspect information at this time.

#### **WARRANT ARREST OTHER DEPARTMENT**

On August 14<sup>th</sup> an officer stopped a vehicle for an equipment violation. Upon making contact with the driver, it was found that the driver had an outstanding traffic warrant out of Farmington Hills. The driver was arrested for the outstanding warrant and turned over to Farmington Hills police.

#### **MALICIOUS DESTRUCTION OF PROPERTY**

On August 14<sup>th</sup> a resident of the Drakeshire Apartment complex came to the front desk of the station to report damage to her vehicle that happened overnight. The resident stated that sometime overnight, someone broke the rear spoiler off of her vehicle that was parked in the parking lot of the apartment complex. The resident stated she had not had any problems with anyone in the apartment complex and does not know why anyone would target her vehicle.

#### **RECOVERED STOLEN PROPERTY**

On August 14<sup>th</sup> an officer was investigating a stolen motorcycle complaint when he came across a motorcycle license plate on the ground not far from the scene. Upon

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inquiring upon the motorcycle license plate, it was found that it was reported stolen along with a motorcycle out of Washtenaw County on August 12, 2014. The Washtenaw County Sheriff's Department was contacted and advised.

#### **MISDEMEANOR WARRANT OTHER DEPARTMENT**

On August 15<sup>th</sup>, at approximately 2:16 a.m., a sergeant on patrol stopped a vehicle for a defective headlight on the M-5 expressway. Further investigation revealed that the driver had a warrant for his arrest out of Livonia for retail fraud. The driver was arrested on the warrant and was turned over to Livonia police.

#### **UNLAWFUL DRIVING AWAY OF AN AUTOMOBILE (UDAA)**

On August 16<sup>th</sup> a resident of Farmington Place Apartments reported their car stolen overnight. On August 19<sup>th</sup> Southfield police recovered the vehicle and had made two arrests in connection to the theft. Further investigation by detectives may lead to additional charges.

#### **WARRANT ARREST**

On August 17<sup>th</sup>, at 2:21 a.m., an officer conducted a traffic stop at Grand River and Halsted. The vehicle did not have a license plate and had an equipment violation. The passenger had a valid warrant for her arrest out of Farmington Hills. The passenger was able to post the \$500 bond and was released.

#### **POSSESSION OF MARIJUANA**

On August 17<sup>th</sup>, at 7:41 p.m., an officer stopped a vehicle on Grand River at Main Street because the driver was not wearing his seatbelt. Upon contacting the driver the officer noted a strong odor of Marijuana. The officer asked the driver if he had any Marijuana in the car and the driver produced a small baggie. The driver was also in possession of multiple items of narcotic paraphernalia. The driver was arrested and housed in the Farmington jail pending bond.

#### **SOLICITING WITHOUT A PERMIT**

On August 18<sup>th</sup> an officer on patrol in the Meadows Subdivision came upon two males who were canvassing the neighborhood handing out door-hanger advertisements for WeatherGard Windows. The males were asked if they had a permit to solicit in the City of Farmington, and they stated they thought they were in Farmington Hills where they had permits. The males were advised to cease any further activity until they obtain permits with the City of Farmington.

#### **IDENTITY THEFT**

On August 18<sup>th</sup> a resident of Drakeshire Apartments came to the front desk of the station to file an Identity Theft report. The resident stated that she recently had been turned down on a credit application due to an outstanding balance on another credit card account. The resident stated she had no outstanding credit card balances and requested a copy of her credit report. The resident stated she found out that someone opened a credit card account in her name with an on-line women's clothing store and

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charged purchase to the account. The resident stated she has never had an account with the clothing store and does not know how her personal information was obtained.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On August 18<sup>th</sup>, at approximately 7:49 p.m., a sergeant on patrol stopped a vehicle in the area of Freedom and Fleming for having a cracked windshield. Further investigation revealed that the driver had a suspended driver's license and that one of the passengers had a warrant for his arrest out of Sterling Heights for a traffic violation. The driver was arrested for DWLS and was processed at the Farmington jail. The passenger was able to post bond on the warrant and was released on scene.

#### **MISDEMEANOR WARRANT OTHER DEPARTMENT**

On August 19<sup>th</sup>, at approximately 12:47 a.m., a sergeant on patrol stopped a vehicle in the area of Grand River and Halsted for making an illegal turn. Further investigation revealed that the driver had a warrant for his arrest for retail fraud out of Auburn Hills. Auburn Hills police were unable to pick the driver up on the warrant so he was released on the scene.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On August 19<sup>th</sup>, at approximately 2:50 a.m., an officer on patrol stopped a vehicle in the area of Grand River and Drake for changing lanes without signaling. Further investigation revealed that the driver has a suspended driver's license and a warrant for his arrest out of Detroit. The driver was arrested for driving on the DWLS and was housed at the Farmington jail.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On August 20<sup>th</sup>, at approximately 12:17 a.m., an officer on patrol stopped a vehicle in the area of Grand River and Halsted for several equipment violations. Further investigation revealed that the driver has a suspended license. The driver was arrested for DWLS and was transported to the Farmington jail where he was processed and released.

#### **FRAUD**

On August 20<sup>th</sup> an Oakland Street resident came to this department to make a police report regarding unknown suspect(s) using her social security number in order to file a fraudulent tax return. This was an informational report for IRS purposes.

#### **JUVENILE COMPLAINT**

On August 20<sup>th</sup>, at 11:29 p.m., officers were dispatched to the 21000 block of Larkspur on the report of a juvenile complaint of malicious mischief. The reporting party (RP) stated that he was at his front room window when he observed a group of teens walking on the sidewalk. When he looked away, he heard a loud bang as if something had struck his home. The RP noticed the subjects running away from his house. The RP gave chase and caught one of the subjects a few blocks away. It was determined that one of the subjects had thrown a plastic plant pot at the house. No damage was found at the home. The juvenile was turned over to his mother.

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**LARCENY IN A BUILDING**

On August 21<sup>st</sup> an officer responded to White Pines Rehabilitation and met with staff and a patient who advised that a wedding ring valued at \$4,000 had been stolen sometime over the weekend of August 18 - 19. There are no suspects in the matter at this time.

**SUSPICIOUS PERSON**

On August 21<sup>st</sup>, at 5:06 p.m., officers responded to the area of Power and Grand River for the report of a suspicious black male. The man was not located, but the reporting party (RP) advised that when he pulled into his driveway the man was coming out of his enclosed porch. When asked why he was on the porch, he stated that he wanted to ring the doorbell in order to ask for money for bus fare. The RP advised that the doorbell was on the outside of the enclosed porch. The RP's wife was home at the time of the incident but heard nothing.

**POSSESSION OF MARIJUANA**

On August 21<sup>st</sup>, at 7:40 p.m., an officer stopped a vehicle on Power Road at Valley View because the driver was not wearing a seatbelt. Upon contacting the seventeen year old driver, a strong odor of Marijuana was detected. The subjects were removed from the vehicle and it was searched. Located in the vehicle was a mason jar containing 23.4 grams of suspected Marijuana. The driver was arrested and lodged in the Farmington jail until he could post bond.

**DRIVING WHILE LICENSE SUSPEND (DWLS)/WARRANTS/MINOR IN POSSESSION**

On August 22<sup>nd</sup>, at 2:25 a.m., an officer made a traffic stop on a vehicle at Grand River and Power Road for an equipment violation. Upon investigation it was determined that the driver had a suspended driver's license and warrants for his arrest. The driver was arrested and lodged in the Farmington jail. The twenty year passenger had an odor of intoxicants on his breath and admitted to have consumed five shots of alcohol earlier in the night. The subject refused to take a PBT and was issued a citation for Minor in Possession and released.

**ASSIST OTHER LAW ENFORCEMENT AGENCY**

On August 22<sup>nd</sup> officers assisted Farmington Hills police on a reported domestic assault and battery in the 20800 block of Gill Road. Upon arrival a Farmington Hills officer was already on the scene, so officers from this department stood by until additional Farmington Hills officer arrived.

**DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On August 22<sup>nd</sup>, at approximately 7:18 p.m., a sergeant on patrol stopped a vehicle in the area of Grand River and Halsted for driving an unregistered vehicle. Further investigation revealed that the driver had a suspended license and a warrant for his arrest out of Detroit. The driver was arrested for DWLS and was housed at the Farmington jail.

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#### **POSSESSION OF MARIJUANA**

On August 22<sup>nd</sup>, at approximately 8:02 p.m., an officer on patrol stopped a vehicle in the area of Grand River and Oakland for having illegal window tint. Further investigation revealed that the driver has a revoked license and two warrants for his arrest and that the passenger has four warrants for his arrest from various agencies. An inventory search of the vehicle revealed 5.6 grams of Marijuana and a Heroin syringe. The two subjects were arrested and housed at the Farmington jail.

#### **OPERATING WHILE INTOXICATED (OWI)**

On August 23<sup>rd</sup>, at approximately 12:17 a.m., an officer on patrol stopped a vehicle in the area of Nine Mile and Farmington Road for making an illegal turn. Further investigation revealed that the driver had been consuming intoxicants and had a suspended license. The driver failed several sobriety exams and was arrested for OWI. The driver had 1.5 grams of Marijuana in her purse and was transported to the Farmington jail on these charges. The driver submitted to a Datamaster breath test with result of a .16 BAC.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On August 23<sup>rd</sup>, at approximately 1:38 a.m., a sergeant on patrol stopped a vehicle in the area of Kensington Manor Apartments for the owner of the vehicle having a warrant for her arrest. Further investigation revealed that the driver was not the owner, but instead the owner's husband. The driver had a suspended driver's license and three warrants for his arrest out of various agencies. The driver was arrested for DWLS and housed at the Farmington jail.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On August 23<sup>rd</sup>, at approximately 7:40 p.m., a sergeant on patrol observed a driver park his vehicle illegally in the area of Warner and Shiawassee. The sergeant confronted the driver regarding the illegal parking and further investigation revealed that the driver had a suspended license. The driver was arrested for DWLS and was processed and released at the Farmington jail.

#### **MISDEMEANOR WARRANT OTHER DEPARTMENT**

On August 24<sup>th</sup>, at approximately 2:16 a.m., a sergeant on patrol stopped a vehicle in the area of Grand River and Orchard Lake Road for having a defective headlight. Further investigation revealed that the passenger had a warrant for his arrest out of Ferndale. The passenger was arrested on the warrant and turned over to the Ferndale police.

#### **ASSAULT AND BATTERY**

On August 24<sup>th</sup>, at approximately 3:20 a.m., officers responded to the 22800 area of Power Road for an assault that had just occurred. Upon arrival officers learned from the victim that she had been partying at a home on Power Road when the underage intoxicated resident throwing the party began punching the victim because the resident thought her boyfriend was flirting with the victim. The victim had several bruises to her face. Officers attempted to interview the party goers but they locked the doors to the

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home, turned off all the lights, and ran upstairs. After knocking on the door and announcing police presence, officers heard a side door open and an aggressive German Shepherd was released from the home and charged at the officers. Officers were able to back away from the dog and noted several signs of underage drinking. Officers are familiar with the underage suspect who lives at the home so the incident was forwarded to the Detective Bureau to seek a warrant against the suspect for the assault and for throwing an open house party.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)/WARRANT OTHER AGENCY**

On August 24<sup>th</sup> an officer on patrol in the area of Grand River and Power Road came upon a vehicle which the Secretary of State (SOS) showed the registered owner had a suspended driver's license and an outstanding traffic warrant out of Livonia. The officer noticed that the driver matched the physical descriptors as listed in SOS and the warrant. Upon making a traffic stop on the vehicle and making contact with the driver, it was confirmed that he was the registered owner. The driver was arrested for DWLS and the warrant, and transported to the station where he was booked and held pending his being turned over to Livonia police.

#### **OPERATE WHILE INTOXICATED (OWI)**

On August 25<sup>th</sup>, at approximately 12:32 a.m., an officer responded to the area of Grand River and Smithfield for a one car accident. Upon arrival the officer noted that the driver had lost control of his vehicle and had gone off road and became stuck in the grass. Further investigation revealed that the driver had been drinking alcohol and showed signs of intoxication. The driver failed several sobriety exams and was arrested for OWI. The driver was transported to the Farmington jail where he submitted to a Datamaster breath test with a result of a .24 BAC. The driver was housed at the Farmington jail.

#### **NO OPERATOR'S LICENSE/NEVER ACQUIRED**

On August 26<sup>th</sup>, at 1:28 a.m., a sergeant stopped a car on Grand River near Power Road for having a burned out headlight. Upon contacting the young driver, it was learned that the fourteen year old had left his parents' home without their knowledge, took their car, and decided to go visit a friend. Livonia police went to the boy's home and advised his parents to come to the traffic stop. The boy was cited for No Operator's License and the vehicle and child were turned over to the parents.

#### **FRAUD/ASSIST INTERNAL REVENUE SERVICE (IRS)**

On August 26<sup>th</sup>, at 9:46 p.m., a subject came to the front desk to report a fraud. The subject was contacted by what he believed to be an agent from the IRS. He was advised that he owed back taxes in the amount of \$680, and if he did not pay said taxes, he would be charged with a crime, his work visa revoked and he would be deported back to India. He was instructed to go to a party store and purchase pre-paid credit cards and provide the information over the phone. He went to the store and purchased one card for \$680 (for the back taxes), a second card for \$890 (fees for the

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back taxes) and a third card for \$1,000 (to guarantee the original back taxes). The subject provided the information to the unknown subject who cashed the cards. The subject became suspicious and checked the telephone number on his caller ID and it returned to the IRS headquarters in Washington. The subject contacted the correct IRS and Homeland security and learned that he was a victim of fraud.

#### **POSSESSION OF MARIJUANA/DRIVING WHILE LICENSE SUSPENDED (DWLS)/ WARRANTS OTHER DEPARTMENT**

On August 27<sup>th</sup>, at 1:25 a.m., an officer stopped a vehicle on Grand River at Wilmarth for speeding. Upon checking the driver through LEIN and SOS, it was learned that he had a suspended driver's license and warrants out for his arrest. The driver was arrested and during an inventory search of the vehicle Marijuana was located. The driver was lodged in the Farmington jail until he could post bond.

#### **FAILURE TO COMPLY WITH SEX OFFENDER REGISTRATION ARREST**

On August 27<sup>th</sup> officers were dispatched to the 35900 block of Smithfield on a larceny complaint. Upon arrival officers met with the victim whom stated that he had a guitar that had turned up missing. Upon confronting his roommate about the missing guitar, the victim stated that his roommate confessed to taking the guitar and pawning it at the Guitar Store in Canton. The victim stated he wanted the incident documented, but at the time of the report did not wish to press charges against his roommate. Upon officers speaking with the roommate, it was found that he had been living at the residence for two months and was a registered sex offender. The roommate failed to update his address per requirements of the Sex Offender Registry Act. The subject was arrested and transported to the station for processing.

#### **FRAUD**

On August 28<sup>th</sup>, at approximately 7:36 p.m., a Brookdale Street resident came to this public safety department to report that he had been the victim of a fraud. The man reported that he had been conversing with a subject out of Texas via email regarding a Craigslist.org ad for a 2002 Chevrolet Silverado. The victim was advised by the seller of the vehicle to purchase \$2200 worth of MoneyPaks from Kroger and send them to her for the price of the truck. The victim did so and the seller sent the victim an EBay receipt number. After not hearing from the seller for quite some time, the victim contacted EBay and learned that the transaction number was fraudulent. The incident was forwarded to the Detective Bureau.

#### **OPERATE WHILE INTOXICATED (OWI)**

On August 28<sup>th</sup>, at approximately 2:58 a.m., a sergeant on patrol stopped a vehicle in the area of Orchard Lake and Grand River Avenue for making an improper turn. Further investigation revealed that the driver exhibited signs of intoxication. The driver advised that he was lost heading for Royal Oak and had been drinking at the Blue Moose Tavern. The driver failed several sobriety exams and was arrested for OWI. The driver submitted to a breath test with a result of a .16 BAC. The driver has a prior conviction for OWI and was housed at the Farmington jail.



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### **OPERATE WHILE INTOXICATED (OWI)/OBSTRUCTING**

On August 28<sup>th</sup>, at approximately 2:39 a.m., an officer on patrol stopped a vehicle in the area of Grand River and Drake for his erratic driving. Further investigation revealed that the driver had been drinking and exhibited signs of intoxication. The officer requested the driver to perform some sobriety exams and the driver refused. The driver was arrested for OWI and was transported to the Farmington jail. The driver refused to take a breath test so a warrant for the driver's blood was obtained by the officer. Community EMS paramedics responded to the jail to draw the driver's blood and upon their arrival the driver refused to cooperate with the blood draw. The driver began kicking at officers in order to prevent the blood draw so additional officers from Farmington Hills police were dispatched to assist. The man was restrained by seven officers until CEMS paramedics were able to draw a vial of blood from the man. The man was housed at the Farmington jail and was charged with OWI and Obstructing.

### **DRIVING WHILE LICENSE REVOKED (DWLR)**

On August 29<sup>th</sup>, at approximately 5:23 a.m., a sergeant on patrol stopped a vehicle in the area of Grand River and Brittany Hills for failing to dim bright lights to oncoming traffic. Further investigation revealed that the driver has a revoked driver's license due to too many OWI convictions. The driver was arrested for DWLR and was housed at the Farmington jail.

### **OPERATING WHILE INTOXICATED (OWI)**

On August 29<sup>th</sup>, at 10:25 p., dispatch advised that there was a "rolling family trouble" on Grand River near Orchard Lake. Dispatch advised that a wife was following her intoxicated husband, who left their Farmington Hills home after a verbal argument over his alcohol consumption. An officer located the vehicle and stopped same. The driver admitted to drinking and was given sobriety evaluations. The driver failed the evaluations and was given a PBT with a result of .15. The driver was arrested for OWI and lodged in the Farmington jail. The vehicle was turned over to his wife, who declined to post his bond.

### **DRIVING WHILE LICENSE SUSPENDED/WARRANTS**

On August 29<sup>th</sup>, at 11:53 p.m., an officer stopped a vehicle on Grand River at Indoplex for having a burned out headlight. Upon further investigation it was learned that the driver had seven current suspensions on his driver's license and over \$50,000 in Friend of the Court warrants for not paying child support. The driver was arrested and lodged in the Farmington jail until he could be arraigned.

### **OPERATING WHILE INTOXICATED (OWI)**

On August 30<sup>th</sup>, at 2:37 a.m., a sergeant observed a vehicle traveling westbound Grand River in the eastbound lanes. The vehicle was also weaving back and forth from the turn lane, to the eastbound curb lane. The car was stopped at Grand River and Brookdale. The driver was on her way home from a bachelorette party and was

Monthly Report  
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intoxicated. She was given field sobriety evaluations which she failed. She refused the PBT and Datamaster. A search warrant was obtained for her blood.

**OPERATING WHILE INTOXICATED (OWI)**

On August 30<sup>th</sup>, at 2:59 a.m., an officer stopped a vehicle on Grand River near Maple for speeding. The officer noted strong odor of intoxicants and administered field sobriety evaluations. The driver failed the evaluations and was given a PBT with a result of .16. The driver was arrested and lodged in the Farmington jail until sober.

**WARRANT ARREST**

On August 30<sup>th</sup>, at 10:43 p.m., officers were dispatched to the area of M5 and Farmington Road for the report of a male walking in traffic. Officers located the subject in the median. Officers learned that he had an argument with his girlfriend and she kicked him out of her car. He declined to elaborate on the argument. Upon checking the subject through LEIN it was learned that he had a warrant out for his arrest out of Canton. The subject was transported and turned over to Canton police.

Report Time: /2014 9:24:39 AM

Report CLEAR-008 Summary of Offenses

Agency: Farmington City DPS  
ORI: MI6338800

Year to Date Through August

Classification	2013	2014	% Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	1	0	-100.0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	-
09004 JUSTIFIABLE HOMICIDE	0	0	-
10001 KIDNAPPING/ABDUCTION	0	0	-
10002 PARENTAL KIDNAPPING	0	0	-
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	-
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	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	1	-
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	2	0	-100.0%
12000 ROBBERY	1	1	0%
13001 NONAGGRAVATED ASSAULT	26	25	-3.8%
13002 AGGRAVATED/FELONIOUS ASSAULT	6	3	-50.0%
13003 INTIMIDATION/STALKING	11	10	-9.1%
20000 ARSON	1	0	-100.0%
21000 EXTORTION	0	0	-
22001 BURGLARY -FORCED ENTRY	15	4	-73.3%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	0	-
23001 LARCENY -POCKETPICKING	0	0	-
23002 LARCENY -PURSESNAATCHING	0	0	-
23003 LARCENY -THEFT FROM BUILDING	14	18	28.6%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	1	0	-100.0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	17	10	-41.2%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	2	100.0%
23007 LARCENY -OTHER	23	16	-30.4%
24001 MOTOR VEHICLE THEFT	2	5	150.0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	1	0	-100.0%
24003 MOTOR VEHICLE FRAUD	0	0	-
25000 FORGERY/COUNTERFEITING	3	2	-33.3%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	2	8	300.0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	9	3	-66.7%
26003 FRAUD -IMPERSONATION	8	13	62.5%
26004 FRAUD -WELFARE FRAUD	0	0	-
26005 FRAUD -WIRE FRAUD	0	0	-
27000 EMBEZZLEMENT	1	0	-100.0%
28000 STOLEN PROPERTY	1	2	100.0%
29000 DAMAGE TO PROPERTY	16	22	37.5%
30001 RETAIL FRAUD -MISREPRESENTATION	3	0	-100.0%

Year to Date Through August

Classification	2013	2014	% Change
30002 RETAIL FRAUD -THEFT	3	1	-66.7%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	-
30004 ORGANIZED RETAIL FRAUD	0	0	-
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	28	35	25.0%
35002 NARCOTIC EQUIPMENT VIOLATIONS	11	25	127.3%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	-
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	-
37000 OBSCENITY	1	0	-100.0%
39001 GAMBLING- BETTING/WAGERING	0	0	-
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	-
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	-
39004 GAMBLING -SPORTS TAMPERING	0	0	-
40001 COMMERCIALIZED SEX -PROSTITUTION	0	1	-
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTI	0	0	-
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	-
51000 BRIBERY	0	0	-
52001 WEAPONS OFFENSE- CONCEALED	5	7	40.0%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	-
52003 WEAPONS OFFENSE -OTHER	1	0	-100.0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	-
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	-
<b>Total for Group A</b>	<b>214</b>	<b>215</b>	<b>0.5%</b>
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	1	-
22004 POSSESSION OF BURGLARY TOOLS	0	0	-
26006 FRAUD -BAD CHECKS	3	2	-33.3%
36003 PEEPING TOM	0	0	-
36004 SEX OFFENSE -OTHER	0	2	-
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	1	2	100.0%
38002 FAMILY -NONSUPPORT	0	0	-
38003 FAMILY -OTHER	0	1	-
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	-
41002 LIQUOR VIOLATIONS -OTHER	28	27	-3.6%
42000 DRUNKENNESS	0	0	-
48000 OBSTRUCTING POLICE	7	4	-42.9%
49000 ESCAPE/FLIGHT	0	0	-
50000 OBSTRUCTING JUSTICE	15	30	100.0%

## Year to Date Through August

Classification	2013	2014	% Change
53001 DISORDERLY CONDUCT	8	14	75.0%
53002 PUBLIC PEACE -OTHER	3	4	33.3%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	2	4	100.0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	54	91	68.5%
55000 HEALTH AND SAFETY	5	7	40.0%
56000 CIVIL RIGHTS	0	0	-
57001 TRESPASS	6	11	83.3%
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	2	1	-50.0%
63000 VAGRANCY	0	0	-
70000 JUVENILE RUNAWAY	3	0	-100.0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	37	27	-27.0%
75000 SOLICITATION	0	0	-
77000 CONSPIRACY (ALL CRIMES)	0	0	-
<b>Total for Group B</b>	<b>174</b>	<b>228</b>	<b>31.0%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	54	35	-35.2%
2900 TRAFFIC OFFENSES	118	175	48.3%
3000 WARRANTS	149	182	22.1%
3100 TRAFFIC CRASHES	227	198	-12.8%
3200 SICK / INJURY COMPLAINT	489	572	17.0%
3300 MISCELLANEOUS COMPLAINTS	1059	1159	9.4%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	-
3500 NON-CRIMINAL COMPLAINTS	1296	833	-35.7%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	-
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	247	593	140.1%
3800 ANIMAL COMPLAINTS	109	92	-15.6%
3900 ALARMS	212	211	-0.5%
<b>Total for Group C</b>	<b>3960</b>	<b>4050</b>	<b>2.3%</b>
2700 LOCAL ORDINANCES - GENERIC	0	0	-
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	4	4	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	5	400.0%
4200 PARKING CITATIONS	4	1	-75.0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	2	-
4400 WATERCRAFT CITATIONS	0	0	-
4500 MISCELLANEOUS A THROUGH UUUU	497	511	2.8%
4600 LIQUOR CITATIONS / SUMMONS	0	0	-
4700 COMMERCIAL VEHICLE CITATIONS	0	0	-

## Year to Date Through August

Classification	2013	2014	% Change
4800 LOCAL ORDINANCE WARNINGS	0	0	-
4900 TRAFFIC WARNINGS	0	0	-
<b>Total for Group D</b>	<b>506</b>	<b>523</b>	<b>3.4%</b>
5000 FIRE CLASSIFICATIONS	89	104	16.9%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	-
<b>Total for Group E</b>	<b>89</b>	<b>104</b>	<b>16.9%</b>
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	-
<b>Total for Group F</b>	<b>0</b>	<b>0</b>	<b>-</b>
<b>Total for all Groups</b>	<b>4943</b>	<b>5120</b>	<b>3.6%</b>

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
September 15, 2014

**Reference  
Number  
(ID # 1667)**

**Submitted by:** Vincent Pastue, City Manager

**Description:** Farmington Monthly Payments Report July and August 2014

**Requested Action:**

Approve Farmington Monthly Payments Report

**Background:**

See attachment

**Agenda Review**

**Review:**

Vincent Pastue      Pending

City Manager      Pending

City Council Pending

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

<b>FUND #</b>	<b>FUND NAME</b>	<b>AMOUNT:</b>
101	GENERAL FUND	\$ 643,859.98
202	MAJOR STREET FUND	\$ 40,696.76
203	LOCAL STREET FUND	\$ 42,851.28
592	WATER & SEWER FUND	\$ 620,219.76
595	FARMINGTON COMMUNITY THEATER FUND	\$ 71,541.02
640	DPW EQUIPMENT REVOLVING FUND	\$ 28,030.22
677	SELF-INSURANCE FUND	\$ 2,500.00
701	AGENCY FUND	\$ 84,618.32
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 11,339.68
	<b>TOTAL CITY PAYMENTS ISSUED:</b>	<b>\$ 1,545,657.02</b>
136	47TH DISTRICT COURT FUND	\$ 435,374.08
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 61,048.91
296	SWOCC FUND	\$ 102,909.17
	<b>TOTAL OTHER ENTITIES PAYMENTS ISSUED:</b>	<b>\$ 599,332.16</b>
	<b>TOTAL PAYMENTS ISSUED</b>	<b>\$ 2,144,989.18</b>

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



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

<b>TRANSFER FROM:</b>	<b>TRANSFER TO:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
Agency Tax	Farmington Public Schools	Tax Payment #1	238,068.22
Agency Tax	Oakland County	Tax Payment #1	486,710.46
Agency Tax	Farmington Comm. Library	Tax Payment #1	31,447.89
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	348,599.00
General Fund	Federal Gov't	W/H & FICA Payroll	102,687.29
General Fund	MERS	June Transfer	33,469.93
General Fund	MERS HCSP	June Transfer	3,450.00
	<b>TOTAL CITY ACH TRANSFERS</b>		<b>1,244,432.79</b>
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	165,838.24
Court Fund	Federal Gov't	W/H & FICA Payroll	57,456.07
SWOCC Fund	Chase (Disbursing Acct)	Dir.Dep. Pay & W/H & FICA	25,890.74
DDA Fund	Included in General Fund Transfers		
	<b>TOTAL OTHER ENTITIES ACH TRANSFERS</b>		<b>249,185.05</b>

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

<b>FUND #</b>	<b>FUND NAME</b>	<b>AMOUNT:</b>
101	GENERAL FUND	\$ 450,358.28
202	MAJOR STREET FUND	\$ 49,567.01
203	LOCAL STREET FUND	\$ 16,923.28
244	CORRIDOR IMPROVEMENT AUTHORITY	\$ 7,637.36
592	WATER & SEWER FUND	\$ 313,264.23
595	FARMINGTON COMMUNITY THEATER FUND	\$ 43,051.53
640	DPW EQUIPMENT REVOLVING FUND	\$ 12,204.35
677	SELF-INSURANCE FUND	\$ 1,250.00
701	AGENCY FUND	\$ 73,234.13
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 85,770.96
	<b>TOTAL CITY PAYMENTS ISSUED:</b>	<b>\$ 1,053,261.13</b>
136	47TH DISTRICT COURT FUND	\$ 175,383.58
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 72,476.66
296	SWOCC FUND	\$ 11,916.41
	<b>TOTAL OTHER ENTITIES PAYMENTS ISSUED:</b>	<b>\$ 259,776.65</b>
	<b>TOTAL PAYMENTS ISSUED</b>	<b>\$ 1,313,037.78</b>

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

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

<b>TRANSFER FROM:</b>	<b>TRANSFER TO:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
Agency Tax	Farmington Public Schools	Tax Payment #2	45,461.82
Agency Tax	Oakland County	Tax Payment #2	98,321.74
Agency Tax	Farmington Comm. Library	Tax Payment #2	6,417.98
Agency Tax	Farmington Public Schools	Tax Payment #3	82,823.32
Agency Tax	Oakland County	Tax Payment #3	160,697.87
Agency Tax	Farmington Comm. Library	Tax Payment #3	10,240.83
Agency Tax	Farmington Public Schools	Tax Payment #4	205,039.53
Agency Tax	Oakland County	Tax Payment #4	349,173.86
Agency Tax	Farmington Comm. Library	Tax Payment #4	22,913.95
Agency Tax	Farmington Public Schools	Tax Payment #5	219,061.28
Agency Tax	Oakland County	Tax Payment #5	381,714.95
Agency Tax	Farmington Comm. Library	Tax Payment #5	26,145.06
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	189,616.18
General Fund	Federal Gov't	W/H & FICA Payroll	106,163.19
General Fund	MERS	July Transfer	46,013.18
General Fund	MERS HCSP	July Transfer	3,450.00
	<b>TOTAL CITY ACH TRANSFERS</b>		<b>1,953,254.74</b>
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	82,895.25
Court Fund	Federal Gov't	W/H & FICA Payroll	45,213.32
SWOCC Fund	Chase (Disbursing Acct)	Dir.Dep. Pay & W/H & FICA	39,826.32
DDA Fund	Included in General Fund Transfers		
	<b>TOTAL OTHER ENTITIES ACH TRANSFERS</b>		<b>167,934.89</b>

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
September 15, 2014

**Reference  
Number  
(ID # 1668)**

**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Accept John Mayer's Resignation from the Beautification Committee

**Requested Action:**

Move to accept the resignation of John Mayer from the Beautification Committee

**Background:**

City Administration received an email from Mr. John Mayer resigning from the Beautification Committee. Mr. Mayer's term of office expires June 30, 2016. The city truly appreciates his volunteer participation and valuable time expended on our behalf and we wish him well in his future endeavors.

**Agenda Review**

**Review:**

Vincent Pastue      Pending  
City Manager      Pending  
City Council Pending

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
September 15, 2014

**Reference  
Number**

**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Adopt Resolution Designating Oakland County Emergency Management Coordinator as the Municipal Emergency Coordinator for Farmington and Designating City Liaison

**Requested Action:**

Move to adopt resolution designating the Oakland County Emergency Management Coordinator as the emergency coordinator for Farmington and designating the Public Safety Director as the liaison to the Oakland County Emergency Management Coordinator.

**Background:**

The Michigan Emergency Management Act, P.A. 390, authorizes municipalities to either appoint a municipal emergency management coordinator or appoint the coordinator of the county as its municipal emergency management coordinator. The City of Farmington has appointed the county emergency management coordinator to serve as the City's municipal coordinator since 1991. Many other cities in Oakland County do the same, some much larger.

Attached is a resolution that reaffirms the desire to appoint the coordinator of the county as Farmington's Municipal Emergency Management Coordinator and appoint the Public Safety Director as the liaison.

**Agenda Review**

**Review:**

Vincent Pastue      Pending  
City Manager      Pending  
City Council Pending

**RESOLUTION NO. (ID # 1669)****RESOLUTION**

**Appointing the Oakland County Emergency Management Coordinator as the City of Farmington's Emergency Management Coordinator and designating the Public Safety Director as the Emergency Management Liaison.**

**WHEREAS**, the Emergency Management Act 390, 1976, MCL 30.409 (3), as amended, provides for planning, response, recovery and mitigation for natural and man-made disasters within the State of Michigan; and

**WHEREAS**, the Emergency Management Act 390, 1976, MCL 30.409 (3), as amended, allows a municipality to either appoint a Municipal Emergency Management Coordinator or appoint the Coordinator of the County as the Municipal Emergency Management Coordinator; and

**WHEREAS**, the City of Farmington desires to confirm its appointment of the Oakland County Emergency Management Coordinator as its Emergency Management Coordinator and to designate a liaison person to work with the County Coordinator on all matters pertaining to emergency management, disaster preparedness and recovery assistance.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of Farmington, to hereby appoint the Oakland County Emergency Management Coordinator, effective September 15, 2014.

**BE IT FURTHER RESOLVED**, that the Public Safety Director is hereby designated as the liaison to the Oakland County Emergency Management Coordinator.

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
September 15, 2014

**Reference  
Number  
(ID # 1670)**
**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Approve Planned Unit Development (PUD) Concept Plan and Agreement with Balfour Farmington LLC for Development of Old Courthouse Site.

**Requested Action:**

Move to approve Planned Unit Development Concept Plan And Agreement with Balfour Farmington LLC for development of a senior living facility on the Old Courthouse site, 32795 West Ten Mile Road, because the proposed project meets the eligibility requirements of a planned unit development for its high quality architectural design, extensive landscaping, its transition between non-residential and residential uses, and it is a redevelopment of a greyfield site. Approval is subject to the following conditions:

1. Finalizing sale of the property with the City of Farmington pursuant to the parties' purchase agreement;
2. Balfour Farmington LLC vacating the existing cross-access easement agreement between the City and the Farmington Public Schools relating to the adjacent property, by or before final site plan approval and before any improvement approvals or permits are issued;
3. Final site plan approval by the Farmington Planning Commission that incorporates recommendations contained in the September 8, 2014 correspondence submitted by LSL Planning as part of their site analysis; and
4. All conditions and requirements set forth in the PUD Agreement, including any non-substantive changes to the Agreement authorized by both the city manager and city attorney.

**Background:**

City Administration is recommending that the City Council approve the Planned Unit Development Concept Plan And Agreement with Balfour Farmington LLC for redevelopment of the Old Courthouse property, subject to the conditions contained in the recommended motion. The Planning Commission held a public hearing in July and recommended approval to the City Council with items to be addressed in the site plan. Since the public hearing, there have been a number of private meetings with the project architect and landscape architect, along with adjoining property owners to discuss mitigating the project's impact on residents on the east side of Elizabeth Court.

At the meeting, LSL Planning will review their report with the City Council along with their recommendations. A complete set of drawings should have been sent to the city council for review as part of this project along with an operational plan.

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

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

[Draft 7.11.14]  
Revised 9/11/14

**STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF FARMINGTON**

**BALFOUR SENIOR LIVING  
PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT**

THIS AGREEMENT FOR PLANNED UNIT DEVELOPMENT (referred to herein as the "Agreement") made effective the \_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF FARMINGTON, Oakland County, Michigan, herein called the "City", 23600 Liberty Street, Farmington, Michigan, 48336, and BALFOUR FARMINGTON, L.L.C., a Michigan limited liability company, whose address is 1331 East Hecla Drive, Louisville, CO 80027, and its successors and assigns, herein called the "Developer."

**BACKGROUND:**

- A. Developer is the owner of a parcel of real property (the "Property") within the City that is proposed for development as a senior living community made up of both assisted living units (60 rooms) and a memory care/Alzheimer's area (26 rooms, 28 beds), to be known as the "Balfour Farmington" (generally referred to hereafter as the "Project"). The legal description of the Property is attached as **Exhibit A**.
- B. Developer represents that the total investment in the project, both real property and personal property, is approximately \$\_\_\_\_\_ million dollars. Developer further expects that the project will result in 55-65 new full- or part-time positions within the City.
- C. Developer is pursuing approval of the Project as a Planned Unit Development ("PUD") pursuant to Article 10 of the City of Farmington Zoning Ordinance (the "Zoning Ordinance"). Conceptual Approval of Developer's PUD Concept Plan, attached as **Exhibit B**, has been granted pursuant to Article 10, subject to certain terms and conditions, by the City Council, following recommendation by the Planning Commission.
- D. Article 10 contemplates the preparation of a contract setting forth the conditions upon which the approval of the PUD Concept Plan has been granted, which in turn serves as the basis for site plan approval, and thereafter for the development, use, and maintenance of the Project. City Council approval of the contract is required, and the contract is to incorporate and attach a final site plan.
- E. Set forth below are the terms and conditions of the contract for the Project, which is to



be recorded with the Register of Deeds for the County of Oakland following execution by the parties.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**I. GENERAL PROJECT DESCRIPTION**

Developer entered into an Agreement with the City, on or about October 2, 2013, to purchase the Property from the City. The Property is approximately 3.88 acres of land, bearing Parcel I.D. No. 23-27-126-004; the address is 32795 W. 10 Mile Road. The proposed Project is two-story senior living facility. The square footage of the entire building will not exceed 73,314 square feet. There will be an assisted living area of approximately 50,421 square feet, located on both the first and second floors. A memory care area will be approximately 18,860 square feet, located only on the first floor. The Project is located on the parcel of property currently owned by the City of Farmington.

The purchase agreement between Developer and the City required the property to be developed pursuant to the PUD process, and closing was contingent upon Developer securing approval of the PUD Concept Plan, which was granted by the City Council on \_\_\_\_\_, 2014.

The fact that the Developer agreed to develop the property with a quality senior living facility, including superior architectural features and building design, as well as workmanlike construction, is considered to be a public benefit by the City, without which the Project would not be approved. The parties acknowledge and incorporate the "General Operating Plan" (the "Operating Plan") attached as Exhibit C hereto. Developer agrees that the facility will operate in general conformity with such Plan as a condition of this PUD approval.

**II. EFFECT OF PUD AGREEMENT**

A. This Agreement consists of this text, along with the attached and incorporated PUD Concept Plan consisting of Sheets \_\_\_\_ through \_\_\_\_\_, Dated \_\_\_\_\_, 2014 (full-sized original of the PUD Concept Plan on file in the City Clerk's office); the Landscape Plan, dated \_\_\_\_\_, 2014 (**Exhibit D**); and all conditions and requirements made part of the approved PUD Concept Plan. This Agreement is intended to serve as the contract contemplated under Section 35-135.A and Section 35-135.D of the Zoning Ordinance, and to establish the fundamental terms and provisions of subsequent final approval, construction, use, and maintenance of the Project. The final site plan for the Project submitted for Planning Commission approval shall substantially conform to the PUD Concept Plan, subject to and in accordance with the text of this Agreement, and as contemplated by Section 35-135.G of the Zoning Ordinance.

B. Approval of this Agreement authorizes Developer to pursue approval of a site plan in accordance with Section 35-135.G of the Zoning Ordinance, as amended, and any and all other applicable laws, ordinances and regulations, and with this Agreement and any conditions imposed

Attachment: Balfour Farmington LLC PUD Agreement (1670 : Consideration to Approve Planned United Development Agreement)

with its approval.

C. This Agreement shall be binding upon and benefit the City and Developer, as well as their respective successors, assigns, and transferees, and shall run with the land.

D. Physical development of the Project shall be in accordance with the final site plan, and shall not be commenced until after the final site plan has been approved by the City, subject to and in accordance with applicable procedures.

E. Consistent with the City's ordinances and resolutions, as amended from time to time, the City may require Developer to provide financial guarantees for the completion of improvements, including without limitation, roads, water mains, sanitary sewers, pump stations, storm drains, the park improvements, and landscaping.

### **III. USES PERMITTED**

Uses permitted within the Project shall consist only of a two-story senior living facility as shown on the PUD Concept Plan and described in the Operating Plan, including the architectural renderings therefor, subject to the terms of this Agreement, and in accordance with the approved final site plan. The Project shall, except as otherwise provided in this Agreement, comply with the R-3 District regulations. All development and use shall be in accordance with this Agreement, applicable laws, regulations, and ordinances not inconsistent with this Agreement.

### **IV. DENSITY**

The Project shall consist of 60 assisted living units and a memory care facility with 26 rooms (28 beds), which represents an increase to 88 units from the \_\_\_ permitted units. The deviation is granted pursuant to Section 35-137 of the Zoning Ordinance.

### **V. LOCATION**

The area and location of the building and related improvements shall be substantially as shown on the PUD Concept Plan, and in accordance with the approved final site plan. There are no setback or other deviations from ordinance requirements for the building itself. The only deviations permitted for other improvements shall be as set forth below.

### **VI. LANDSCAPING**

Because the property is located both on a major thoroughfare (Ten Mile Road) and adjacent to residential properties to the west, significant landscaping is required, including the arborvitae hedge row on the west side of the Property. Landscaping shall be installed as shown on the Landscape Plan and in accordance with the final site plan, and thereafter regularly, professionally, and permanently maintained on the Property in a condition that provides maximum opacity.

### **VII. GREENBELT/BUFFER**

There shall be a greenbelt/buffer to adjacent properties as shown on the PUD Concept Plan and the Landscape Plan. The following deviations from the greenbelt requirements are authorized

because of the significant landscaping proposed and the general residential appearance of the building and the area adjacent to existing residential homes:

- a) The 10-foot wide greenbelt required adjacent to 10 Mile Road, measured from the future right-of-way, required under Section 35-184, is reduced to 4 feet as so measured, provided that the plantings shown on the Landscape Plan are installed as shown and maintained. If determined to be required by the City at the time of installation, Developer shall secure the approval for the planting of trees on the street side of the proposed sidewalk.
- b) The number of trees required to be placed in the greenbelt (on the street side of the sidewalk) under Section 35-184 is reduced from 14 to 12.
- c) The 20-foot wide landscaped buffer required adjacent to the single-family residential area to the west under Section 35-184 is reduced to 16 feet, provided that the landscaping shown on the Landscape Plan is installed and maintained while the building is located on the Property.
- d) The number of buffer trees on the west side of the Property adjacent to the existing residential homes, as required by Section 35-184, is reduced from 20 to 10, provided that the continuous landscaped hedge to be shown on the Landscape Plan in a form and location acceptable to the Planning Commission, which shall at a minimum consist of 8-foot tall arbor vitae plants with 10-foot tall "columns," is installed and is regularly, professionally, and permanently maintained on the Property in a condition that provides maximum opacity.

### **VIII. PARKING**

Parking shall be as shown on the attached PUD Concept Plan and the approved final site plan. The number of parking spaces required under Section 35-172 shall be reduced from 132 spaces to 52 spaces as shown on the PUD Concept Plan, because of the limited use of vehicles by the facility's residents; provided, however, that the Developer shall provide, at the time of site plan approval, a Parking Management Plan and Shared Parking Agreement with the adjacent property owner (the Farmington Public School District), in a form acceptable to the City, that provides for adequate overflow parking during peak usage times, as determined in the sole discretion of the Planning Commission.

The parking setback for residential districts shall be reduced on the west side of the property from 20 feet as required under Section 35-171 to 10 feet, as shown on the PUD Concept Plan, because there are no parking spaces for vehicles in that area, and because of the significant landscaping required between the drive lane and the adjacent properties, provided that the landscaped hedge referred to in Section VII above is regularly, professionally, and permanently maintained on the Property in a condition that provides maximum opacity. The parking setback from non-residential districts shall be reduced from 10 feet as required under Section 35-171 to 6 feet.

Additional barrier-free parking spaces shall be provided in locations as required, at the Planning Commission's sole discretion, at the time of site plan approval, for both residents and employees.

The fire lane/drive access on the west side of the Property shall not exceed 18 feet in width. It shall be constructed of grass pavers of a kind and material approved by the City Engineer and City Fire Marshal at the time of final site plan approval, and shall be properly maintained to allow access at all times, including free of snow and ice during winter months and mowed to keep the grass from impeding use and access during growing season.

#### **IX. PEDESTRIAN CIRCULATION**

Sidewalks shall be constructed as shown on the PUD Concept Plan and final approved site plan. Details for proposed driveway crossings (at the front and side entrances) shall be provided on the site plan to ensure that they will not create a hazard for disabled citizens.

#### **X. TERMINATION OF SHARED DRIVEWAY EASEMENT**

The parties acknowledge that, as of the effective date of this Agreement, there exists on the Property a shared asphalt driveway with the parcel to the east, owned by the Farmington Public School District. A driveway easement document is recorded at Liber \_\_\_\_, Page \_\_\_\_, of the Oakland County Records. The parties agree that it is a requirement and condition precedent to the issuance of any final site plan approval and any permits or approvals for site improvements on the Property that the driveway easement be vacated and that the driveway itself be removed from the Property. Developer agrees that it will undertake any and all required restoration of the easement area on the adjacent parcel to the specifications of the Farmington Public School District, including the planting of grass or landscaping materials as reasonably required by the School District in connection with the vacation of the easement. Developer also represents that it will, as part of the removal of the driveway on both parcels, take all steps necessary, and make all improvements necessary, to provide continued access to the adjacent Farmington Public Schools property to the south. This includes, but is not limited to, removal or reinstallation of asphalt pavement, and painting and/or striping of the pavement.

#### **XI. ON AND OFF-SITE IMPROVEMENTS**

It is understood that certain on-site and off-site infrastructure improvements shall be required for the Project, to be set forth in the final site plan and engineering plans, including improvements for storm water management, sanitary sewer, and public water, and that Developer shall be solely responsible for all costs and expenses of and associated with such improvements. The City has no obligation to construct or provide in any way for such improvements, and the City has made no guarantees, assurances, or representations with regard to the viability of any such improvements.

Developer shall convey to the City (or to the Road Commission for Oakland County, if required by the City) the full proposed right-of-way along the 10 Mile Road frontage, as shown on the PUD Concept Plan in a form and manner acceptable to the City, before issuance of any permits or approvals for site improvements.

#### **XII. STORM WATER MANAGEMENT**

Storm water shall be released from the Property and the Project in a manner to be approved by

the City as part of final site plan review and engineering review. In general, the storm water shall be directed to the existing City storm drains in the area, and Developer shall not be required to construct an above-ground detention or retention basin. The storm water and drainage conveyance facilities shall be designed and constructed by Developer, and approved and inspected by the City, in accordance with all applicable City, County of Oakland, and State of Michigan ordinances, codes, regulations and laws. Developer shall be responsible for securing any off-site easements as may be required, at its sole cost and expense

### **XIII. WATER AND SANITARY SEWER**

Sanitary sewer and water are available to the Property. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. Such improvements shall be designed and constructed in accordance with the PUD Concept Plan and the approved final site plan, and all applicable City, State and County standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions, and easements to reach the area to be served, shall be provided by and at the sole expense of Developer, and shall be completed, approved, and dedicated to (as required by the City in its discretion) the City to the extent necessary to fully service all proposed and existing facilities, structures, and uses within the Development to be served thereby, prior to issuance of any building permits for any building in such phase of the Development.

If Developer chooses to seek building permits for the structure before completion of the completion, dedication, and acceptance of the water and sanitary sewage facilities, Developer shall be permitted to post security in the form of cash or an irrevocable and automatically renewing letter of credit approved by the City and issued by an institution doing business in Oakland County, Michigan, in an amount equal to 125% of the cost of construction as specified in a bona fide contract for construction of such water and sanitary sewer system improvements to serve the Development, which estimate has been approved by the City Engineer, together with an agreement with the City, approved by the City Attorney, authorizing the City, at its option, to install the water system and/or sanitary sewer system for such phase if Developer has failed to do so within the time specified in the agreement. In such case, the aforementioned agreement shall also provide that the water and sanitary system facilities shall be completed and approved for the Development before issuance of any certificate of occupancy and in any event within nine (9) months after issuance of the first building permit in such phase.

Developer shall, upon completion of installation and testing of the public water and sanitary sewer improvements for each phase of the Development, convey and dedicate all interest in such facilities to the City by providing and executing documents and title work in accordance with all applicable City ordinances and requirements.

Developer shall not be required to pay any applicable availability fees, user connection fees or tap fees before connecting to the City's sanitary sewage or water supply systems.

### **XIV. SIGNAGE**

Signage shall be provided as set forth in the PUD Concept Plan and final approved site plan.

## **XV. BUILDING ELEVATIONS/ARCHITECTURAL REQUIREMENTS**

Because the Project is located on a main thoroughfare (Ten Mile Road) and in an existing residential area, the City has an interest in ensuring that the architecture of the building is of high quality and, at a minimum, is of a residential appearance and character that is compatible and harmonious with the homes in the surrounding neighborhood. The building shall be of good and workmanlike construction, and constructed of quality materials, and shall be consistent in the City's sole discretion with the architectural features, design, materials, and elevations/appearance as set forth in the PUD Concept Plan documents, including more specifically Sheets A-200 and A-201.

## **XVI. PHASING**

The project shall be developed in a single phase.

## **XVII. GENERAL PROVISIONS**

A. The Zoning Board of Appeals shall have no jurisdiction over the Property or the application of this Agreement.

B. Except as may be specifically modified by this Agreement, the City Code and all applicable regulations of the City shall apply to the Property. Any substantial violation of the City Code by Developer and/or any successor owners or occupants with respect to the Property shall be deemed a breach of this Agreement, as well as a violation of the City Code.

C. A breach of this Agreement shall constitute a nuisance per se which shall be abated. Developer and the City therefore agree that, in the event of a breach of this Agreement by Developer, the City, in addition to any other relief to which it may be entitled at law or in equity, shall be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance per se. In the event of a breach of this Agreement, the City may notify Developer of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30) days, Developer shall not be in the breach hereunder if Proprietor commences the cure within the thirty (30) day period and diligently pursues the cure to completion. Failure to comply with such notice shall, in addition to any other relief to which the City may be entitled in equity or at law, render Developer liable to the City in any suit for enforcement for actual costs incurred by the City including, but not limited to, attorneys' fees, expert witness fees and the like.

D. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. In the event Developer desires to propose an amendment, an application shall be made to the City's Department of Community Development, which shall process the application in accordance with the procedures set forth in the Zoning Ordinance.

E. Both parties understand and agree that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction, and as a final enforceable judgment, to be illegal or

in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provisions held to be invalid.

F. The Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

G. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, all remedies afforded in this Agreement are in addition to every other remedy provided by law.

H. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such parties.

I. This Agreement shall run with the land described herein as the Property and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds by the City. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, and assigns shall take their interest subject to the terms of this Agreement, and all references to "Developer " in this Agreement shall also include all heirs, successors, and assigns of Developer. The parties also acknowledge that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

J. Developer hereby represents and warrants that it intends to acquire the Property described on the attached Exhibit A in accordance with the Sale of Land Agreement between the parties.

K. Developer has negotiated with the City the terms of the PUD Concept Plan and this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Developer and the City. Developer fully accepts and agrees to the final terms, conditions, requirements and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Concept Plan and Agreement results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the PUD Concept Plan and Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. Developer and the City agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Developer has offered and agreed to proceed with the undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for the Developer, all of which undertakings and obligations Developer and the City agree are necessary in order to

ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objective of the City and Developer, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended.

Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and Developer shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon use of all or any portion of the Property, or to claim that enforcement of this Agreement causes an inverse condemnation or taking of all or any portion of such property. It is further agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Property under the approved PUD Concept Plan, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

L. Developer acknowledges that, at the time of the execution of this Agreement, Developer has not yet obtained site plan and engineering approvals for the Project. Developer acknowledges that the Planning Commission and Engineering Consultant may impose additional conditions other than those contained in this Agreement during site plan reviews and approvals as authorized by law; provided, however, that such conditions shall not be inconsistent with the PUD Concept Plan or documents and shall not change or eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement, and shall be enforceable against Developer.

M. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the City.

N. The recitals contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

O. This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to site plan approvals as stated above.

P. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

Q. Where there is a question with regard to applicable regulations for a particular aspect of the development, or with regard to clarification, interpretation, or definition of terms or



regulations, and there are no apparent express provisions of the PUD Concept Plan and this Agreement which apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of the PUD Documents and does not change or eliminate any development right authorized by the PUD documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Concept Plan and/or this Agreement, or between such documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

R. Both parties acknowledge and agree that they have had the opportunity to have the PUD Concept Plan, and this Agreement, reviewed by legal counsel.

S. Notwithstanding the foregoing, Developer retains the right at any time prior to commencement of construction of the improvements contemplated by the PUD Concept Plan and this Agreement to terminate the PUD subject to and in accordance with the requirements of the Zoning Ordinance applicable to such a termination.

**CITY OF FARMINGTON**

By: \_\_\_\_\_  
William Galvin, Mayor

By: \_\_\_\_\_  
Susan K. Halberstadt, Clerk

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2014, by William Galvin, Mayor, and Susan K. Halberstadt, Clerk, on behalf of the City of Farmington, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

**BALFOUR FARMINGTON, L.L.C.,**

Attachment: Balfour Farmington LLC PUD Agreement (1670 : Consideration to Approve Planned United Development Agreement)

a Michigan limited liability company

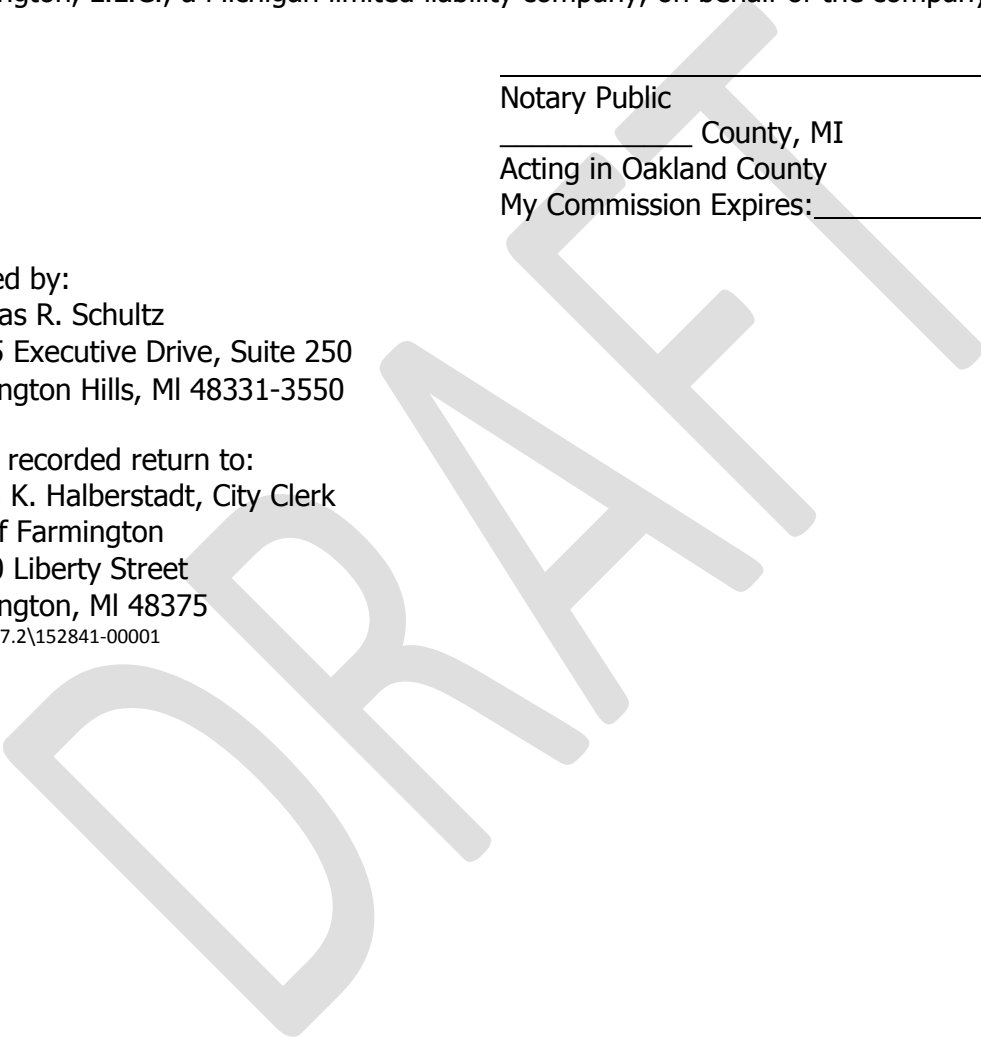
\_\_\_\_\_  
By:  
Its:

The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of Balfour Farmington, L.L.C., a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, MI  
Acting in Oakland County  
My Commission Expires: \_\_\_\_\_

Drafted by:  
Thomas R. Schultz  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331-3550

When recorded return to:  
Susan K. Halberstadt, City Clerk  
City of Farmington  
23600 Liberty Street  
Farmington, MI 48375  
22825697.2\152841-00001



Attachment: Balfour Farmington LLC PUD Agreement (1670 : Consideration to Approve Planned United Development Agreement)



September 8, 2014

City of Farmington  
23600 Liberty Street  
Farmington, Michigan 48335

**Attention:** Mr. Kevin Christiansen, Economic and Community Development Director  
**Subject:** Balfour Senior Living PUD  
**Location:** 32795 W. 10 Mile Road (Old 47<sup>th</sup> District Courthouse property)

Dear Mr. Christiansen:

As requested, we have reviewed the proposed Senior Living facility on 10 Mile Road. The City Council is set to review the Development Agreement and Concept Plan at their September 15, 2014 meeting. The Planning Commission recommended approval of the Concept Plan with some changes. We provide the Council with the following comments for their consideration. Some of these are for the Development Agreement (where deviations are sought or where a higher standard than typically required was agreed to by the applicant. Others are for the Final Site Plan.

1. **Recognizable Benefit.** To qualify for PUD approval, the project must show that it provides a recognizable benefit that could not be achieved by adhering to the strict requirements of the underlying zoning district. The ordinance requires PUD projects to provide at least 3 of the Recognizable Benefits listed to the right and explained below:
  - a. **Reuse.** This project will be using an existing underutilized site. This project will provide a service to City residents on a site that is not currently being used for a viable purpose.
  - a. **Architecture.** The proposed building includes architectural quality that exceeds that required by the zoning ordinance. The quality of building materials and architectural detail should help enhance the site.
  - b. **Landscaping.** The site includes significant landscaping, especially in locations that are not required. Attractive foundation plantings are also provided.
  - c. **Transition.** This use provides a better transition from the existing bus garage to the east of the site and the single-family residential uses to the west than the prior use of this site. This use will help to minimize impacts to existing single-family neighborhoods.

**RECOGNIZABLE BENEFITS** (*checked boxes indicate those benefits provided by this project*)

- Mixed use
- Redevelopment of brownfield or greyfield site
- Pedestrian/transit-oriented design
- High quality architectural design
- Extensive landscaping
- Preservation of natural resources
- Preservation of historic resources
- Provision of open space
- Consolidation of parcels
- Transition between non-residential and residential uses
- Shared vehicular access
- Mitigation of impacts
- Use of sustainable building and site design

In addition to the recognizable benefits above, this project will also provide the following benefits:

- b. **Different Housing Type.** The proposed senior housing types are not readily available in the City today. Allowing them to infill within residential areas allows City residents the possibility to continue living in their hometown of Farmington even after they can no longer maintain a single-family home.

- c. **Right-of-way Donation.** The site plan shows existing and future right-of-way lines. This may suggest potential donation of additional 10 Mile Road right-of-way. This could be considered a public benefit since the City or Road Commission for Oakland County would not have to purchase the right-of-way if ever it was needed.
- 2. **Landscape Review.** As you know, this site abuts a residential neighborhood to the west. We were part of the on-site meeting held on August 15, 2014 with some of the neighbors to discuss existing vegetation and some of the landscaping and structures of the single-family lots that encroach across the property line. Our notes from that discussion suggested the following changes would be made to the site plan:
  - a. Increase the height of the proposed arborvitae hedge from 6 feet to 8 feet in height, with columns increased from 8 feet to 10 feet in height.
  - b. Work to preserve the existing Silver Maple and one Spruce tree.
  - c. Shift the hedge to avoid impacts to existing vegetation.
  - d. Increase the number and size of new Pear trees.
  - e. Provide additional trees to screen views from/to the second floor balcony.
  - f. Avoid lighting along the west property line.

Upon review of the latest landscaping plan dated 8/26/14, we found that most of these changes were made to the plans, except for the following:

- a. No changes to the plant sizes were made.
- b. The proposed hedge is now located entirely along the property line. Discussions with the landscape architect indicated the property owner prefers to maintain the hedge on the property line to avoid potential disputes over maintenance or ownership.

- 3. **Development Agreement.** We have provided input to the City Attorney regarding the list of possible deviations and conditions. The following summarizes our suggestions:

Section	DEVIATIONS
35-134	Increased density to 88 units.
35-172	Reduced number of parking spaces from 132 required spaces to 52 spaces provided.
35-171	Reduced parking setback from residential districts from 20 feet to 10 feet.
35-171	Reduced parking setback from other districts from 10 feet to 6 feet.
35-184	Reduced greenbelt width from 10 feet to 4 feet.
35-184	Reduced number of required greenbelt trees from 14 to 12.
35-184	Reduced buffer width from residential from 20 feet to 16 feet.
35-184	Inclusion of a landscaped hedge in the west property line buffer as opposed to a wall or fence.
35-184	Reduced number of required buffer trees from 20 trees to 10 trees with continuous hedge.

**TO BE ADDRESSED IN THE PUD DEVELOPMENT AGREEMENT**

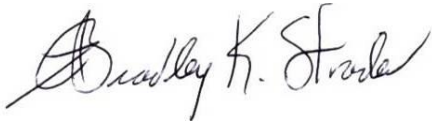
- 1. Proposed grass paver fire lane on the west side of the building shall be maintained clear of snow in winter and mowed in summer. Bollards and/or signage may be required to indicate the edges of the lane so it is clearly marked for the Fire Department.
- 2. Given the nature of the proposed use, additional barrier-free parking spaces shall be provided for both residents and employees as discussed and agreed to at the public hearing.
- 3. Details for proposed decorative entrance pavers (at front and side entrances) shall be provided to ensure that it will not create a hazard for disabled citizens.
- 4. Proposed arborvitae hedge shall consist of 8 foot tall plants with 10 foot tall "columns" as offered by the applicant.
- 5. The applicant must provide a parking management plan and shared parking agreement to

- explain how they will accommodate overflow parking during peak times.
6. The proposed landscaped hedge on the west property line shall be maintained in a healthy condition.
  7. Applicant must donate additional right-of-way so the proposed sidewalk is public.
  8. RCOC must approve the planting of trees in the right-of-way on the street side of the sidewalk or if not approved, placed inside the property line.
4. **Next Steps.** The lists above relate to the Development Agreement that will be executed if the City approves the Concept Plan for this PUD. If that occurs, the project will proceed through the following additional steps:
- a. Finalize and execute the Development Agreement
  - b. Finalize the Site Plan and apply for formal Final Site Plan approval from the Planning Commission. Because the Development Agreement and Site Plan will stand alone, and the city is likely to require conditions of approval, we wanted to provide a separate list of conditions that we suggest be required by the Planning Commission for Final Site Plan approval.
    - i. The Landscape Plan should be revised to show that the columns will be 8 foot – or taller if they agree (the Concept Plan does not distinguish between the 6 foot and 8 foot heights).
    - ii. Additional barrier-free parking shall be shown at both entrances as previously discussed.
    - iii. Details of the proposed decorative pavers at building entrances shall be added to the site plan.
    - iv. The proposed grass paver Fire Lane including appropriate location signs and maintenance must be reviewed and approved by the Farmington Fire Department.

We look forward to reviewing this application at the September 15, 2014 City Council meeting. If you have any questions, please do not hesitate to contact us.

Sincerely,

LSL PLANNING, INC. A SAFE BUILT COMPANY



Bradley K. Strader, AICP, PTP  
Planning Division Manager



Sherrin S. Hood, AICP  
Senior Planner

**GENERAL OPERATING PLAN  
ASSISTED LIVING COMMUNITY  
Including Dementia Care  
Farmington, MI**

**Use of Site**

The community will be will have 88 units consisting of 60 units dedicated to assisted living and 26 units (28 beds) dedicated to individuals with dementia (memory care) who need specialized services within a secure environment. While the building will be a continuous structure, the assisted living and memory care residents will reside in separate areas with dedicated private and common area space (great rooms, dining, outdoor space, etc.). The community will combine back of house areas to create efficiencies and share supportive services and personalized assistance with activities of daily living. Staff will be available to meet both scheduled and unscheduled needs. The community will offer dining, social, and wellness activities. Residents will receive assistance that is customized to their needs.

The community will offer a life enrichment program that caters to the functional level of residents, is seven days a week and includes over 200 programs every month. Our programs are designed to promote physical, mental and emotional wellbeing. Residents with advanced memory care needs will participate in activities that including: sensory stimulation programs, music therapy, pet therapy, and a good variety of passive and active programs, all in a homelike yet secure setting with access to the outdoors.

Dining is important and will be prepared by a professional chef served in elegant surroundings. Menus change seasonally and include entrée specials. There are even menus for people with special diet restrictions that feature gluten free and sugar free dishes. Because people with memory loss need a balance of stimulation and quiet time, we have living rooms and dining rooms that serve family style meals, allowing for social interaction and nooks for alone time.

The community will include both indoor and outdoor walkways and patios. The outdoor walking paths will allow the residents to actively explore the premises while staying safe and within close proximity to our employees. A secured courtyard will be provided for residents living in memory care with access to additional walking paths on the property outside the secured areas when accompanied by family or staff.

Family members and friends will be able to visit at any time however it is typical that most visits occur between 9:00AM and 9:00PM. Major holidays are when the largest number of guests come through the building during the same time period. For this operations will implement a plan to provide parking for our staff so that additional spots are available on site. Other than the major holidays residents within the neighborhood should not notice a significant increase in traffic patterns.

**Operating Hours**

The community will be staffed at all times, 24 hours a day, seven days a week. Typical operations include rotating shifts with a greater number of employees present between 7:00 AM and 11:00

PM (daily). A smaller number of employees will be on-site between 11:00 PM and 7:00AM (nightly).

### **Employees**

The community will operate with 55 to 65 employees depending on census and the breakdown between full time and part time positions.

The management team will be made up of department heads in the following roles: The administrator (Executive Director), office manager, marketing-sales, healthcare, maintenance, housekeeping, culinary, and life enrichment coordinator. Additional support staff to these positions will be part time accounting, chaplain, beautician, therapy services, and human resources.

- Nurses will be staffed in the building 24 hours a day 7 days a week (four full time nurses and two part-time nurse for holiday and sick time coverage)
- Four full time housekeepers and one part time housekeeper
- Culinary services would have five to six full time staff members and an additional six to eight part time members
- Life Enrichment would have three additional full time employees
- Maintenance will have one additional full time member

Total service related employee breakdown by department and hours will be as follows (approximate and does not include executive team):

- Eight department heads 8:30 to 5pm
- Five housekeeping 7am to 7pm
- 10-12 culinary staff 7am to 7pm
- Eight caregivers 7am to 3pm
- Eight caregivers 3pm to 11pm
- Four caregivers 11pm to 7am

### **Operations Plan**

Caregivers assist residents in their rooms, with cueing and reminders to rise from or get ready for bed, assist as needed with bathroom use, grooming, bathing and dressing tasks. They will assist with serving three meals and three snacks a day. Provide clean up and doing spot checks for trash collection as well as light housekeeping such as bed making, putting towels in resident bathrooms and bath area while doing personal and linen laundry on an established schedule. Caregivers that are specially trained will also provide treatments and medication assistance as well as first aide in tangent with the nurse for the day.

For memory care, all caregivers are trained in dementia approaches and a psychosocial model of care that is person centered. This may mean slowing down and focusing on a process more than a task. It may mean helping a resident calm down or provide personal care in a very specific way that the resident needs it to occur. It may also mean providing a group, large or small program, one on one time, or helping residents go on outings or on walks.

Culinary will arrive prior to breakfast and stay until after dinner is served providing three meals per day, snacks and any special events that are planned. Housekeeping will also arrive prior to the resident's breakfast, cleaning common areas before residents leave their households to the shared activity spaces in the building. They would continue with planned deep cleaning in a rotation of rooms and finish between 2pm and 3pm for the day seven days a week. Maintenance maintains the physical plant and provides safety rounds. Life enrichment invites the residents after breakfast to join our programs, and continues to do this throughout the day, taking breaks for meals and snacks until 7pm, also seven days a week.

All department heads are managers in charge of their specific areas. For example, the executive director, marketing-sales, and healthcare directors, will work with new families by giving tours, discussing concerns and needs of the potential resident, outlining services, making assessments and providing education and consultation. Ongoing training for staff, health care case management and quality improvement for the residents, as well as compliance with health department and regulatory agencies is also in the realm of the executive director and healthcare coordinator. As in other companies accounting, scheduling and human resources have specific task they must attend to, including, management of finances, policies and procedures and legal parameters.

### **Other Features/Impacts**

- The memory care community may offer an Adult Day Care program. This program gives the person with memory loss a social and active place to spend time, and it gives personal caregivers or family members a welcome rest. This program will run from 9:00 AM to 6:00 PM. These program participants will use the East side entrance.
- Residents and families coming to tour the community will be directed to park on the East side of the lot and use the entrance associated with where their family member resides (assisted living on the north or memory care on the east).
- Emergency Vehicles – when called the emergency vehicle will park under either port-cochere or designated fire lane. Use of these services is defined within the operations plan provided to employees of Balfour. Based on operations at our Louisville Campus, emergency services respond approximately 4-6 calls per month. Calls for these services will have a minimal impact on the City.
- Merchants will be onsite per scheduled agreements/requests as their services and products are needed. This will include but is not limited to food, laundry service and trash.
- Employees will use the parking lot on the east and south sides.

### **Noise Impact**

- Exterior noise will be limited to day time activities outside and walking areas.
- The community will offer a full calendar of activities, seven days a week, that lets our residents tap into their strengths, interests and on their time. These daily group activities, as part of our life enrichment programs, include physical fitness classes, gardening, fine arts and aromatherapy. Interior activities should not create sufficient noise to be heard by neighbors.
- Other noise impacts will be normal traffic from employees, guests and merchants.



**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
September 15, 2014

**Reference  
Number**
**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Adopt Resolution Approving Participation in the Michigan Economic Development Corporation (MEDC) Redevelopment Ready Communities Program Along with Memorandum of Understanding

**Requested Action:**

Move to adopt resolution approving participation in the MEDC *Redevelopment Ready Communities* program and authorize the Mayor to sign the Memorandum of Understanding on behalf of the City.

**Background:**

The City of Farmington is pursuing a *Redevelopment Ready* (RRC) designation from the MEDC. City Administration feels this designation is important to inform the development community that Farmington has a community development vision and that any proposed economic development project will be reviewed in a systematic and timely manner. The City of Farmington has in advanced passed the application stage and is ready to move forward. The MEDC provided an overview of the program at the Planning Commission's September 8 meeting which was also attended by members of the city council, board of zoning appeals, historical commission, Downtown Development Authority (DDA), and Corridor Improvement Authority (CIA).

As discussed at the presentation, the next step in the process is for the City Council to adopt a resolution to participate in the RRC program and along with a memorandum of understanding that specifies the responsibilities of the city and MEDC under the program. The resolution approves the memorandum of understanding, designates Economic and Community Development Director Kevin Christiansen as the City's primary contact, and authorizes the Mayor to sign the memorandum of understanding on behalf of the City. Upon approval of the resolution and memorandum of understanding, city administration will begin providing information to the MEDC in preparation for their formal evaluation.

Along with the resolution and memorandum of understanding, attached is a brief description of the program.

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

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



**RESOLUTION NO. (ID # 1671)****RESOLUTION****CITY OF FARMINGTON  
Farmington, Michigan**

City Council Member \_\_\_\_\_, supported by City Council Member \_\_\_\_\_, moved the adoption of the following resolution:

**A RESOLUTION AUTHORIZING THE CITY OF FARMINGTON TO APPROVE AND FULLY PARTICIPATE IN THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC) REDEVELOPMENT READY COMMUNITY PROGRAM AND APPROVE THE MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Michigan Economic Development Corporation (MEDC), selected the City of Farmington as one of seventeen communities to participate in the Redevelopment Ready communities; and

WHEREAS, the expectation of the program is to complete a comprehensive review of the City of Farmington development processes as established by the City of Farmington, to make improvements in transparency and effective communication; and

WHEREAS, the program includes evaluating the strong partnerships with the City Committees related to development, including the Planning Commission, Historical Commission, Downtown Development Authority, Corridor Improvement Authority, and Board of Zoning Appeals; and

NOW, THEREFORE BE IT RESOLVED:

1. The Farmington City Council is willing to participate in the MEDC Redevelopment Ready Communities Program which will involve interaction with the Planning Commission, Historical Commission, Downtown Development Authority, Corridor Improvement Authority, and Board of Zoning Appeals.
2. The Farmington City Council designated Economic and Community Development Director Kevin Christiansen as the City's primary point of contact for the RRC program.
3. The Farmington City Council authorizes Mayor Bill Galvin to sign the Memorandum of Understanding and all other documentation related to the program as provided by the MEDC, in order to fully participate in the program.
4. This resolution shall take effect upon authorization by the Farmington City Council.
5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Resolution (ID # 1671)

Meeting of September 15, 2014

Date:

Yeas:

Nays:

Abstain:

Absent:

**RESOLUTION DECLARED:**



## **Redevelopment Ready Communities® Joint Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) by and between the Michigan Economic Development Corporation (“MEDC”), 300 North Washington Square, Lansing, Michigan and City of Farmington (“Community”), 23600 Liberty Street, Farmington, Michigan, jointly referred to as the “Parties” and individually as the “Party” is effective as of October 20, 2014 (“Effective Date”).

The Community is interested in applying to the MEDC under the Redevelopment Ready Communities® Program (“Program”) to become certified as a Redevelopment Ready Community (“RRC”) and receive assistance from the Program in promoting sites within the Community.

The MEDC is interested in evaluating the Community and making recommendations for the Community to become certified as a RRC under the Program and help market the Community to the public for redevelopment purposes.

Therefore, the above entities have come together in a strategic collaboration to achieve the above stated goals. This collaboration is based on the following understandings:

### Community Responsibilities

1. Identifying a primary Program contact who will serve as the lead contact and provide overall technical support for all aspects of this project on behalf of the Community.
2. Provide adequate staff personnel to attend trainings, perform research collection and assessment of current practices of the Community, respond in a timely manner to MEDC questions, and to implement the needed strategies to achieve certification of the Program after the evaluation.
3. Within thirty (30) days of this MOU, complete the Pre-Evaluation document and provide supporting information as required by the MEDC.
4. Provide monthly updates to the Community’s elected governing body on status of Program progress.
5. Within fourteen (14) days of receiving the draft Community Assessment Report and Evaluation Findings, provide comments and any additional documentation, and schedule the report out presentation for the Community’s elected governing body.
6. Within thirty (30) days of the Community Assessment Report and Evaluation Findings presentation, provide a resolution adopted by the Community’s elected governing body that supports the Community’s intent to implement the needed strategies to achieve certification if necessary to meet the Program best practices.
7. Within one hundred eighty (180) days, complete implementation of the needed strategies to achieve certification, if necessary, to meet the Program best practices.

- 8. Provide documentation that the Community meets the Program best practices as determined by the MEDC prior to being awarded certification.

MEDC Responsibilities

- 1. Provide general training on the Program.
- 2. Provide general technical support to the primary Program contact of the Community in collecting the information necessary to complete the Pre-Evaluation document and implementation of the best practices.
- 3. Evaluate the information from the Pre-Evaluation documents.
- 4. If necessary, make recommendations of steps to meet the best practices as identified by the MEDC.
- 5. Once the Program evaluation is completed, the MEDC will coordinate with the RRC Advisory Council to receive input in certifying the Community as a RRC.
- 6. If certified as a RRC, assist the Community in marketing to the public up to three sites as redevelopment ready.
- 7. Prepare a license agreement between the Community and the MEDC for Community's use of the RRC logo.

This MOU sets forth the intent of the Parties only and does not, and is not intended to, impose any binding obligations on the Parties nor shall it be the basis for any legal claims or liabilities by or among the Parties. Any liability of the Parties, whether in contract, tort or under any other legal or equitable theory, arising out of or in connection with this MOU shall be explicitly excluded. Neither Party shall be entitled to claim compensation for any expenses or losses incurred in bad faith if the intention of this MOU cannot be reached entirely or in part.

This MOU constitutes the entire agreement between the Parties hereto. This MOU may be modified, altered, revised, extended or renewed by mutual written consent of all Parties, by the issuance of a written amendment, signed and dated by all the Parties.

This MOU may be signed in multiple copies and in counterparts which, when taken together, shall constitute the executed MOU. Faxed or scanned copies shall be considered an original.

This MOU is effective until the three year anniversary of the date the Community is certified as a RRC, unless terminated earlier. However, either Party may terminate the MOU by providing notice in writing to the other Party thirty (30) days in advance of the termination.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their respective authorized representatives.

\_\_\_\_\_  
Bill Galvin, Mayor  
City of Farmington

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Nelson, Senior VP & General Counsel  
Michigan Economic Development Corporation

\_\_\_\_\_  
Date

## MICHIGAN REDEVELOPMENT READY COMMUNITIES PROGRAM

The Redevelopment Ready Communities® (RRC) Program is a state-wide certification program that supports communities to become development ready and competitive in today's economy. It encourages communities to adopt innovative redevelopment strategies and efficient processes which build confidence among businesses and developers. Through the RRC program, local municipalities receive assistance in establishing a solid foundation for development to occur in their communities – making them more attractive for investments that create places where people want to live, work and play.

Once engaged in the program, communities commit to improving their redevelopment readiness by undergoing a rigorous assessment, and then work to achieve a set of criteria laid out in the **RRC Best Practices**. Each best practice addresses key elements of community and economic development, setting the standard for evaluation and the requirements to attain certification. The program measures and then certifies communities that actively tap the vision of local residents and business owners to shape a plan for their future while also having the fundamental practices in place to be able to achieve that vision. The six RRC best practices include:

- Community Plans and Public Outreach
- Zoning Regulations
- Development Review Process
- Recruitment and Education
- Redevelopment Ready Sites®
- Community Prosperity

Through the RRC best practices, communities build deliberate, fair and consistent development processes from the inside out. RRC provides the framework and benchmarks for communities to strategically and tactically ask “What can we do differently?” By shifting the way municipalities approach development, they're reinventing the way they do business – making them more attractive for investments that create places where talent wants to live, work and visit.

The RRC program also has an advisory council consisting of public and private sector experts to assist in guiding the development of the best practices, provide feedback and recommendations on community assessments, and consider new opportunities to enhance the program. In addition to Michigan Economic Development Corporation (MEDC) assistance, communities receive comments from multiple perspectives from experts working in the field, tapping into a broader pool of talent.

RRC certification formally recognizes communities for being proactive and business friendly. Certified communities clearly signal they have effective development practices such as well-defined development procedures, a community-supported vision, an open and predictable review process and compelling sites for developers to locate their latest projects. Through the program, MEDC provides evaluation support, expertise and consultation, training opportunities, and assist certified communities market their top redevelopment sites. These packaged sites are primed for new investment because they are located within a community that has effective policies, efficient processes and broad community support.

For more information email [RRC@michigan.org](mailto:RRC@michigan.org) or contact the MEDC at 517.373.9808.

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
September 15, 2014

**Reference  
Number  
(ID # 1672)**

**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Renew Farmington Road Maintenance Agreement with the Road Commission of 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, 2014, 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 several years.

**Agenda Review**

**Review:**

Vincent Pastue      Pending  
City Manager      Pending  
City Council Pending



CITY OF FARMINGTON

Under 1951 PA 51, As Amended

This Maintenance Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2014, 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, 2014
- 25% in March, 2015
- 25% in June, 2015
- 25% in September, 2015

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

the 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, 2014, 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, 2015, 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  
2014-2015

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 2014	\$ 5,079.88
25% in March of 2015	\$ 5,079.88
25% in June of 2015	\$ 5,079.88
25% in September of 2015	<u>\$ 5,079.88</u>

TOTAL    \$20,319.52

**2014-2015 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.