



**Regular City Council Meeting
7:00 PM, MONDAY, SEPTEMBER 19, 2016
City Council Chambers
23600 Liberty Street
Farmington, MI 48335**

REGULAR MEETING AGENDA

1. CALL TO ORDER

Roll Call

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

4. APPROVAL OF ITEMS ON CONSENT AGENDA

A. Farmington Monthly Payments Report - August 2016

B. Public Safety Monthly Report - August 2016

C. Consideration to Approve 2016 Halloween Fun Fest

D. Minutes

1. Minutes of the City Council - Special - Jul 18, 2016 6:00 PM

2. Minutes of the City Council - Special - Aug 15, 2016 6:00 PM

3. Minutes of the City Council - Regular - Aug 15, 2016 7:00 PM

4. Minutes of the City Council - Special - Sep 6, 2016 6:30 PM

5. Minutes of the City Council - Study Session - Sep 6, 2016 7:00 PM

- 5. APPROVAL OF REGULAR AGENDA**
- 6. PRESENTATION/PUBLIC HEARINGS**
 - A. Parking Advisory Committee feedback on city parking map**
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**
 - A. Discuss Proposed Consumers Energy Company Gas Franchise Ordinance**
 - B. Consideration to Approve Renewal Uniform Video Service Local Franchise Agreement with Michigan Bell Telephone Company D/B/A AT&T Michigan (AT&T)**
 - C. Consideration to Upgrade Building Security in City Hall and Public Safety**
 - D. Consideration to Authorize the Purchase of Eight (8) Patrol Rifles**
 - E. Consideration to Formally Support Grand River Road Diet as Proposed by MDOT**
- 9. DEPARTMENT HEAD COMMENTS**
- 10. COUNCIL COMMENT**
- 11. CLOSED SESSION - LAND ACQUISITION**
- 12. ADJOURNMENT**
- 13. RESOLUTIONS**

**Farmington City Council
Staff Report**

Council Meeting Date:
September 19, 2016

**Reference
Number
(ID # 2255)**

Submitted by: Amy Norgard, Controller

Description: Farmington Monthly Payments Report - August 2016

Requested Action:

Approve Farmington Monthly Payments Report, August 2016

Background:

See attachment

Agenda Review

Review:

Amy Norgard	Skipped	09/19/2016 10:36 AM
City Manager	Skipped	09/19/2016 10:36 AM
City Council Completed		09/19/2016 7:00 PM

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF AUGUST 2016

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 593,416.94
202	MAJOR STREET FUND	\$ 10,213.57
203	LOCAL STREET FUND	\$ 1,879.74
243	BROWNFIELD REDEVELOP AUTHOR	\$ 0.00
244	CORRIDOR IMPROVEMENT AUTHORITY	\$ 229.69
592	WATER & SEWER FUND	\$ 267,402.14
595	FARMINGTON COMMUNITY THEATER FUND	\$ 33,727.09
640	DPW EQUIPMENT REVOLVING FUND	\$ 10,685.74
701	AGENCY FUND	\$ 25,476.53
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 64,575.65
	TOTAL CITY PAYMENTS ISSUED:	\$ 1,007,607.09
136	47TH DISTRICT COURT FUND	\$ 81,562.40
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 14,358.67
290	FRIENDS OF GOVERNOR WARNER MANSION	\$ 715.00
296	SWOCC FUND	\$ 1,014.52
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 97,650.59
	TOTAL PAYMENTS ISSUED	\$ 1,105,257.68

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT**MONTH OF AUGUST 2016**

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #2	101,175.29
Agency Tax	Oakland County	Tax Payment #2	170,392.93
Agency Tax	Farmington Comm. Library	Tax Payment #2	11,249.49
Agency Tax	Farmington Public Schools	Tax Payment #3	81,882.61
Agency Tax	Oakland County	Tax Payment #3	160,534.18
Agency Tax	Farmington Comm. Library	Tax Payment #3	10,604.16
Agency Tax	Farmington Public Schools	Tax Payment #4	159,457.40
Agency Tax	Oakland County	Tax Payment #4	272,601.19
Agency Tax	Farmington Comm. Library	Tax Payment #4	17,957.74
Agency Tax	Farmington Public Schools	Tax Payment #5	282,980.90
Agency Tax	Oakland County	Tax Payment #5	522,054.12
Agency Tax	Farmington Comm. Library	Tax Payment #5	33,661.03
Agency Tax	Farmington Public Schools	Tax Payment #6	180,607.62
Agency Tax	Oakland County	Tax Payment #6	298,355.28
Agency Tax	Farmington Comm. Library	Tax Payment #6	19,111.65
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	196,473.81
General Fund	Federal Gov't	W/H & FICA Payroll	73,251.26
General Fund	MERS	July Transfer	72,354.20
General Fund	MERS HCSP	July Transfer	4,105.00
Agency	Ameraplan Flex	Debit Card Transactions	887.41
	TOTAL CITY ACH TRANSFERS		2,669,697.27
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	85,012.61
Court Fund	Federal Gov't	W/H & FICA Payroll	30,429.02
	TOTAL OTHER ENTITIES ACH TRANSFERS		115,441.63

**Farmington City Council
Staff Report**

Council Meeting Date:
September 19, 2016

**Reference
Number
(ID # 2256)**

Submitted by: Frank Demers, Director of Public Safety

Description: Public Safety Monthly Report - August 2016

Requested Action:

Approve Farmington Public Safety Monthly

Background:

See attachment

Agenda Review

Review:

Frank Demers Completed 09/12/2016 12:04 PM
City Manager Skipped 09/19/2016 10:36 AM
City Council Completed 09/19/2016 7:00 PM



FARMINGTON PUBLIC SAFETY DEPARTMENT
23600 Liberty Street, Farmington, MI 48335 Tel 248-474-4700 Fax 248-442-9815

MONTHLY REPORT AUGUST 2016

MDOP – Damage to Public Property

On August 2nd Farmington Police learned that on July 24th a w/m subject wearing a red tank top purposely rode a BMX style bike into the Sundquist Pavilion causing a hole in the wall. A review and subsequent release of the surveillance video via Facebook and Neighborhood Watch volunteers resulted in the identification of the two subjects depicted in the video. The subject responsible for causing the damage was issued a citation and released pending a court appearance.

Suspicious Circumstances

On August 2nd Officers met with a homeowner on Lilac Street who was reporting that a fraudulent ad was placed by an unknown subject using actual photographs of their property requesting that \$1,600.00 be wired to a Canadian Bank as a security deposit. The company listing the property was notified and the ads removed.

Larceny

On August 4th a Farmington resident on Loomis reported that they never received a powertrain control module for their 1999 GMC truck that was ordered, scheduled to be delivered, but never arrived. The area was checked, but no further leads were developed.

False Pretense – Scam

On August 4th two Farmington residents reported at the police desk that they attempted to purchase a Sphynx cat online at www.pet-classifieds.com. The two coordinated via text messages with an unknown subject and ultimately sent funds via Western Union, but never received the animal. The case is currently an active investigation.

Possess Counterfeited

On August 5th a Sergeant on patrol observed a vehicle speeding on M5 near Farmington Road which resulted in a traffic stop. While the Sergeant was speaking with the subject/driver the odor of marijuana was detected as well as observed an open bottle of Tequila a “bud” of suspected marijuana and later located an open bottle of Hennessy Cognac. The driver was arrested and a search subsequent to arrest revealed that the subject was in possession of a suspected counterfeited \$100 bill. The case was forwarded to the United States Secret Service as well as submitted to the Oakland County Prosecutors Office for warrant consideration.

Possess Marijuana

On August 6th a Sergeant on patrol observed a subject vehicle with defective/inoperable tail lights on Orchard Lake Road near Leelane and conducted a traffic stop. While speaking with the subject driver the Sergeant detected an odor of marijuana coming from the interior of the vehicle. The subject admitted to being in possession of marijuana and a baggie of suspected marijuana was confiscated from the subject, who further admitted that they did not possess a medical marijuana card. The subject was arrested, processed and issued citations for possession of marijuana, drug paraphernalia and defective tail lights.

Operating Under the Influence of Drugs

On August 6th a Sergeant on patrol responded to a dispatched BOL for a possible OWI driver on Orchard Lake Road near Grand River Ave. Farmington Officers located the vehicle in the area of Grand River and Mooney and observed it to have a flat and smoking tire; a traffic stop of the vehicle conducted. The subject/driver submitted to field sobriety evaluations and was subsequently arrested for suspicion of driving while under the influence of drugs. The subject submitted to a voluntary blood draw which was collected as evidence and submitted to MSP Laboratory for analysis. The subject was housed and issued a citation for OUID and DWLS.

Larceny

On August 8th a resident on Grand River reported his son's unsecured Trek bike to be stolen from the side of the garage by unknown persons.

MIP

On August 9th a Commander stopped a convertible vehicle near Farmington and Maplenut for a passenger not wearing a seat belt. The Commander detected an odor of intoxicants coming from the vehicle. The 17 year old passenger admitted to drinking a glass of wine. The passenger submitted to a PBT with a result of .04(5). The underage passenger was cited for MIP and not wearing a seat belt and released.

MDOP

On August 10th, officers were dispatched to an MDOP report on Valley View Street. Upon arrival, the officer observed the passenger side window of the R/P's vehicle to be shattered by unknown means. The interior of the vehicle was untouched and nothing was reported missing. The case was closed as no suspect information was available.

Marijuana Possession

On August 12th, an officer stopped a vehicle for running a red light at 9 Mile and Farmington. The officer observed items in the vehicle consistent with marijuana use. The driver admitted possessing marijuana and produced a baggie containing 3.3 grams marijuana from the center counsel. The marijuana was confiscated. The driver was arrested and cited for marijuana possession.

Marijuana Possession

On August 13th, an officer stopped a vehicle for speeding on W/B M-5 near Farmington Road. The officer detected an odor of marijuana coming from the vehicle. A vehicle

search revealed 1.3 grams marijuana in a purse. The driver admitted to owning the marijuana. The marijuana was confiscated. The driver also had a suspended driver's license. The driver was arrested and cited for marijuana possession and DWLS.

OWI III

On August 13th, a Sergeant stopped a vehicle near Grand River and Drake for following too closely and improper lane use. The officer detected an odor of intoxicants and open alcohol in the vehicle. The driver admitted to consuming one glass of wine. The driver failed field sobriety tests with a PBT of .20(5). The driver was arrested for OWI and DWLR. The driver submitted to a breath test at the station with a result of .17 and .15. The driver has two previous OWI convictions on her driving record. The report will be forwarded to the Oakland County Prosecutors office for warrant review.

Fraud

On 08/15/16 an officer was dispatched to a business on Eight Mile regarding a Fraud report. The owner reported an unknown subject ordered \$4,447.66 in car wash supplies with a stolen/fraudulent credit card. The supplies were delivered to an address in Detroit before the card was verified as stolen/fraudulent. The case was forwarded to the Detective Bureau.

Trespass

On 08/16/16 officers were dispatched to the Basement Burger Bar on an assault. An intoxicated subject punched another patron in the back of the head. The victim refused to press charges for assault. The subject was advised not to return to the establishment or be arrested for trespass. The subject was then transported to his residence.

ID Theft

On 08/17/16 a resident reported an unknown subject completed a credit card application in her name. The resident never applied for the credit card. The application was denied by the credit card company. The case is currently closed.

Ordinance Violation

On 08/18/16 an officer observed three subjects at 0200 hours in Shiawassee Park after hours. The three subjects ran after observing the officer. The subjects were subsequently located in a vehicle in the Downtown Center. The three subjects were issued citations for being in the park after hours and released.

Fraud-illegal use of credit card

On 08/18/16 a resident reported an unknown subject made three unauthorized purchases from Stub Hub with his credit card. The resident was able to obtain an email account for the purchases from Stub Hub. The resident's credit card was canceled and the resident's account refunded. The case was forwarded to the Detective Bureau.

Accidental property damage

On 08/19/16 an officer was dispatched to a car wash on Orchard Lake Road for an MDOP report. Upon arrival, the officer learned the R/P's vehicle was scratched by the attendant hand washing/drying the vehicle. An accidental property damage report was taken.

MIP

On 08/20/16 officers were dispatched to River Glen condos on a parking complaint. A vehicle had parked in the R/P's parking spot. Upon arrival the officers observed the vehicle to be occupied. The occupants were both under 21 years of age. The officer detected an odor of intoxicants coming from the vehicle. The 20 year old passenger admitted to consuming alcohol with a PBT of .09(8). The passenger was cited and released. The driver moved the vehicle from the R/P's parking spot.

OPEN INTOX MV

On 08/21/16 an officer observed a vehicle parked on the East side of the Shell gas station located at Grand River and Halsted. The vehicle was occupied with a subject sleeping in the driver's seat. The officer made contact with the subject and detected an odor of intoxicants coming from the vehicle. The officer located two open bottles of liquor in the vehicle. The vehicle was unregistered and therefore impounded. The subject received a citation for Open Intoxicants MV and unregistered vehicle. The subject arranged for a cab ride home.

Harassing Telephone Calls

On 8/24/16 an officer was dispatched to Starbucks on a report of a subject calling the store and making lewd and inappropriate remarks to a female employee. The employee stated that she received approximately 10 phone calls that morning from an unknown male. There was no caller ID associated with these calls and she had no additional suspect information.

Disorderly Conduct

On 08/25/16 officers were dispatched to the Mobile gas station on Grand River for a report of a male subject being disorderly and harassing customers. The subject left the store after learning the police were called. However, responding officers were able to locate the subject a short distance away. The subject was given a no trespassing order and told not to return to the store. The subject was then released.

Disorderly Conduct

On 08/26/16 officers were dispatched to Laziz Mediterranean restaurant on a report of a subject arguing with an employee. Officers arrived and learned that the argument was between an employee and her roommate regarding financial issues. The two were separated and interviewed. Both subjects agreed to separate and resolve their disputes in an appropriate and peaceful manner.

Possession of Marijuana

On 8/28/16 a sergeant stopped a vehicle for tailgating in the area M-5 and Farmington Rd. A check of the driver showed he had a suspended driver's license and an arrest warrant out of Ferndale PD. The driver was subsequently arrested. While searching the driver the sergeant located a small baggie containing marijuana. The driver was charged with driving on a suspended license, possession of marijuana, and lodged at the Farmington Jail.

Accidental Shooting

On 8/28/16 officers were dispatched to the Farmington Oaks apartments on a report of an accidental discharge of a firearm. Officers learned from the caller that he had accidentally dropped his AR-15 rifle causing it to discharge one round upward. Officers checked the apartments above the caller to insure no one was injured. Once it was determined that everyone was safe and uninjured, the caller was advised of proper firearms handling. A report was also sent to the management company of Farmington Oaks.

Disorderly Conduct

On August 28th at approximately 0300 hours, officers were dispatched to a residence on Stonehouse Court for a complaint about arguing/yelling. Upon arrival officers made contact with an intoxicated male subject that could be heard causing a loud disturbance after being kicked out of the residence he was visiting. The subject was arrest and given a no trespassing order and told not to return. The subject issued a citation and housed in the jail overnight.

Parole Absconder

On August 30th a subject walked into the Farmington Public Safety Department and stated that he was an MDOC Parole Absconder. The subject said that he wanted to surrender himself to police peacefully and was also in possession of heroin, which he placed on the police desk. The subject was identified, taken into custody and held for the MDOC Absconder Unit.

LFA / Recovered Stolen Vehicle

On August 30th officers and investigators responded to a Farmington Condominium for reports of three vehicles with broken side windows. The investigation revealed that two of the vehicles windows had been broken, but it was not readily apparent if anything of value had been taken. The third vehicle was determined to be a stolen vehicle from an auto shop located down the street in Farmington Hills. The stolen vehicle was turned over to Farmington Hills Police. Evidence was collected from the scene(s) and is currently being analyzed by the crime lab.

Possession of Marijuana

On August 30th a Sergeant on patrol on M5 stopped a vehicle for speed near Farmington Road. It was determined that the driver of the speeding vehicle was driving on a suspended license, was in possession of suspected marijuana and narcotic paraphernalia. The driver was taken into custody while their occupants, which included a 4 year old child were transported to the station while arrangements for their pick-up were made. The driver was issued citations and house in the jail overnight.

MIP Alcohol

On August 31st while assisting Farmington Hills Police conduct follow-up on a domestic violence incident that occurred at McDonalds, a Farmington Officer determined that the female subject involved was under the influence of alcohol and had a number of warrants for her arrest. The subject was issued a citation, taken into custody on the warrants, and house in the jail overnight.

OID

On September 2nd a Sergeant on patrol on Eight Mile near Chesley ran a license plate which returned not valid, and conducted a traffic stop to investigate further. While speaking with the driver and passenger the odor of marijuana was detected within the vehicle. The driver stated that they were not in possession of marijuana, but admitted to smoking two "blunts" prior to getting behind the wheel to drive. The driver submitted to field sobriety evaluations and further admitting to smoking three to four "blunts". The driver was subsequently arrested for OUID, issued a citation and housed in the jail overnight.

Felony Warrant

On September 2nd an Officer conducting stationary speed enforcement on Drake Road observed a vehicle whose registered owner returned showing two felony arrest warrants for felonious assault. The officer identified the driver to be the registered owner/wanted person. The subject was taken into custody and held in the jail pending pickup.

Stolen/Recovered License Plate

On September 2nd a Farmington resident reported at the front desk that an unknown subject stole her license plate, removing it from her vehicle. It was determined that Dearborn Police recovered the stolen plate a short time later.

Additional Information

Farmington Public Safety Officers received training in fire apparatus driving during the month of August. In addition, Commander Justin DuLong provided Civilian Response to Active Shooter Events (CRASE) training for all City employees. The CRASE training teaches civilians the Avoid, Deny, Defend strategy when encountering an active shooter in the workplace.

Total Calls	Medical Calls	Fire Calls	Traffic Stops	Crash Reports
1095	60	7	504	48

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

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For The Month Of August

Classification	Aug/2015	Aug/2016	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
09005 DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%
09006 IN-CUSTODY DEATH	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%
12000 ROBBERY	0	0	0%
13001 NONAGGRAVATED ASSAULT	4	1	-75%
13002 AGGRAVATED/FELONIOUS ASSAULT	0	0	0%
13003 INTIMIDATION/STALKING	0	0	0%
20000 ARSON	0	0	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	1	0	-100%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	0	0%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	0	1	0%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	4	0	-100%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	1	0%
23007 LARCENY -OTHER	4	2	-50%
24001 MOTOR VEHICLE THEFT	1	0	-100%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	2	1	-50%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	2	0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	1	0%
26003 FRAUD -IMPERSONATION	0	0	0%
26004 FRAUD -WELFARE FRAUD	0	0	0%
26005 FRAUD -WIRE FRAUD	0	0	0%
26007 FRAUD - IDENTITY THEFT	0	1	0%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	1	0	-100%
28000 STOLEN PROPERTY	0	0	0%
29000 DAMAGE TO PROPERTY	0	2	0%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

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For The Month Of August

Classification	Aug/2015	Aug/2016	%Change
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	0	0	0%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004 ORGANIZED RETAIL FRAUD	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	5	6	20%
35002 NARCOTIC EQUIPMENT VIOLATIONS	3	3	0%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	0	0	0%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	0	0	0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000 ANIMAL CRUELTY	0	0	0%
Group A Totals	26	21	-19.2%
01000 SOVEREIGNTY	0	0	0%
02000 MILITARY	0	0	0%
03000 IMMIGRATION	0	0	0%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000 ABORTION	0	0	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004 POSSESSION OF BURGLARY TOOLS	0	0	0%
26006 FRAUD -BAD CHECKS	3	0	-100%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	0	0	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	0%
38002 FAMILY -NONSUPPORT	0	0	0%
38003 FAMILY -OTHER	0	0	0%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	2	8	300%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	1	0	-100%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	2	2	0%
53001 DISORDERLY CONDUCT	3	2	-33.3%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

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For The Month Of August

Classification	Aug/2015	Aug/2016	%Change
53002 PUBLIC PEACE -OTHER	2	0	-100%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	0	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	7	2	-71.4%
55000 HEALTH AND SAFETY	1	0	-100%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	3	4	33.33%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	1	0	-100%
70000 JUVENILE RUNAWAY	0	0	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	5	8	60%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	30	26	-13.3%
2800 JUVENILE OFFENSES AND COMPLAINTS	4	4	0%
2900 TRAFFIC OFFENSES	14	22	57.14%
3000 WARRANTS	19	25	31.57%
3100 TRAFFIC CRASHES	27	45	66.66%
3200 SICK / INJURY COMPLAINT	83	64	-22.8%
3300 MISCELLANEOUS COMPLAINTS	154	156	1.298%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	82	77	-6.09%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	418	489	16.98%
3800 ANIMAL COMPLAINTS	10	15	50%
3900 ALARMS	21	22	4.761%
NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals	832	919	10.45%
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	0	0	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	1	0	-100%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	47	49	4.255%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%
MISCELLANEOUS A THROUGH UUUU	0	0	0%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

Packet Pg. 16

For The Month Of August

Classification	Aug/2015	Aug/2016	%Change
TRAFFIC WARNINGS	0	0	0%
Group D Totals	48	49	2.083%
5000 FIRE CLASSIFICATIONS	14	6	-57.1%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%
Group E Totals	14	6	-57.1%
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	0%
6200 ARREST ASSIST	0	0	0%
6300 CANINE ACTIVITIES	0	0	0%
6500 CRIME PREVENTION ACTIVITIES	0	0	0%
6600 COURT / WARRANT ACTIVITIES	0	0	0%
6700 INVESTIGATIVE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
CANINE ACTIVITIES	0	0	0%
Group F Totals	0	0	0%
Totals for all Groups	950	1021	7.473%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

Packet Pg. 17

		Year To Date Through August		
Classification		2015	2016	%Change
Group F Totals		0	0	0%
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004	JUSTIFIABLE HOMICIDE	0	0	0%
09005	DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%
09006	IN-CUSTODY DEATH	0	0	0%
10001	KIDNAPPING/ABDUCTION	0	0	0%
10002	PARENTAL KIDNAPPING	0	0	0%
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005	SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	1	0%
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	2	0%
12000	ROBBERY	1	0	-100%
13001	NONAGGRAVATED ASSAULT	24	23	-4.16%
13002	AGGRAVATED/FELONIOUS ASSAULT	2	2	0%
13003	INTIMIDATION/STALKING	8	7	-12.5%
20000	ARSON	1	0	-100%
21000	EXTORTION	0	0	0%
22001	BURGLARY -FORCED ENTRY	7	9	28.57%
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	1	1	0%
23001	LARCENY -POCKETPICKING	0	0	0%
23002	LARCENY -PURSES/NATCHING	0	1	0%
23003	LARCENY -THEFT FROM BUILDING	11	17	54.54%
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	1	0	-100%
23005	LARCENY -THEFT FROM MOTOR VEHICLE	22	28	27.27%
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	7	7	0%
23007	LARCENY -OTHER	16	9	-43.7%
24001	MOTOR VEHICLE THEFT	5	3	-40%
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003	MOTOR VEHICLE FRAUD	1	0	-100%
25000	FORGERY/COUNTERFEITING	3	7	133.3%
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	5	4	-20%
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	3	9	200%
26003	FRAUD -IMPERSONATION	0	0	0%
26004	FRAUD -WELFARE FRAUD	0	0	0%
26005	FRAUD -WIRE FRAUD	0	2	0%
26007	FRAUD - IDENTITY THEFT	6	4	-33.3%
26008	FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000	EMBEZZLEMENT	2	3	50%
28000	STOLEN PROPERTY	0	3	0%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

Packet Pg. 18

		Year To Date Through August		
Classification		2015	2016	%Change
29000	DAMAGE TO PROPERTY	7	7	0%
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002	RETAIL FRAUD -THEFT	0	5	0%
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004	ORGANIZED RETAIL FRAUD	0	0	0%
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	30	42	40%
35002	NARCOTIC EQUIPMENT VIOLATIONS	18	27	50%
36001	SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002	SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000	OBSCENITY	2	0	-100%
39001	GAMBLING- BETTING/WAGERING	0	0	0%
39002	GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003	GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004	GAMBLING -SPORTS TAMPERING	0	0	0%
40001	COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002	COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003	HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000	BRIBERY	0	0	0%
52001	WEAPONS OFFENSE- CONCEALED	4	5	25%
52002	WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003	WEAPONS OFFENSE -OTHER	1	1	0%
64001	HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002	HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000	ANIMAL CRUELTY	0	0	0%
Group A Totals		188	229	21.80%
01000	SOVEREIGNTY	0	0	0%
02000	MILITARY	0	0	0%
03000	IMMIGRATION	0	0	0%
09003	NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000	ABORTION	0	0	0%
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004	POSSESSION OF BURGLARY TOOLS	0	0	0%
26006	FRAUD -BAD CHECKS	6	7	16.66%
36003	PEEPING TOM	0	0	0%
36004	SEX OFFENSE -OTHER	1	0	-100%
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	1	0	-100%
38002	FAMILY -NONSUPPORT	0	0	0%
38003	FAMILY -OTHER	0	0	0%
41001	LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002	LIQUOR VIOLATIONS -OTHER	15	33	120%
42000	DRUNKENNESS	0	0	0%
48000	OBSTRUCTING POLICE	8	6	-25%
49000	ESCAPE/FLIGHT	0	0	0%
50000	OBSTRUCTING JUSTICE	27	31	14.81%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

Packet Pg. 19

Year To Date Through August

Classification	2015	2016	%Change
53001 DISORDERLY CONDUCT	8	11	37.5%
53002 PUBLIC PEACE -OTHER	12	5	-58.3%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	3	0	-100%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	48	48	0%
55000 HEALTH AND SAFETY	2	3	50%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	18	20	11.11%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	1	0	-100%
63000 VAGRANCY	1	2	100%
70000 JUVENILE RUNAWAY	0	1	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	32	36	12.5%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	183	203	10.92%
2800 JUVENILE OFFENSES AND COMPLAINTS	25	35	40%
2900 TRAFFIC OFFENSES	121	172	42.14%
3000 WARRANTS	156	156	0%
3100 TRAFFIC CRASHES	183	253	38.25%
3200 SICK / INJURY COMPLAINT	640	611	-4.53%
3300 MISCELLANEOUS COMPLAINTS	1183	1238	4.649%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	582	735	26.28%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	3742	4171	11.46%
3800 ANIMAL COMPLAINTS	78	103	32.05%
3900 ALARMS	223	145	-34.9%
NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals	6933	7619	9.894%
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	1	-50%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	-100%
4200 PARKING CITATIONS	0	3	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	2	1	-50%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	407	382	-6.14%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

Packet Pg. 20

Classification	Year To Date Through August		
	2015	2016	%Change
MISCELLANEOUS A THROUGH UUUU	0	0	0%
TRAFFIC WARNINGS	0	0	0%
Group D Totals	412	387	-6.06%
5000 FIRE CLASSIFICATIONS	84	101	20.23%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%
Group E Totals	84	101	20.23%
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	0%
6200 ARREST ASSIST	0	0	0%
6300 CANINE ACTIVITIES	0	0	0%
6500 CRIME PREVENTION ACTIVITIES	0	0	0%
6600 COURT / WARRANT ACTIVITIES	0	0	0%
6700 INVESTIGATIVE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
CANINE ACTIVITIES	0	0	0%
Group F Totals	0	0	0%
Totals for all Groups	7800	8539	9.474%

**Farmington City Council
Staff Report**
Council Meeting Date:
September 19, 2016

**Reference
Number
(ID # 2260)**
Submitted by: David Murphy, City Manager

Description: Consideration to Approve 2016 Halloween Fun Fest

Requested Action:

Move to approve Saturday, Oct. 29 from 9 - 4 p.m. as the annual Halloween Fun Fest in downtown Farmington.

Background:

The Halloween Fun Fest is Downtown Farmington's annual trick or treat event. It is exclusively planned and executed by the staff at Focal Point Studio. This year's event is scheduled from 9-4 p.m. on Saturday, Oct. 29; activities to include: trick-or-treating on sidewalks, bouncy house at Farmers Market, Movie and Civic Theater. About 1,000 trick-or-treaters are expected.

Agenda Review
Review:

David M. Murphy Skipped 09/19/2016 10:36 AM
 City Manager Skipped 09/19/2016 10:36 AM
 City Council Completed 09/19/2016 7:00 PM

- City Manager
- City Council
- Approved
- Denied



City of Farmington Special Event Application

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

Sponsoring Organization's Name Focal Point Studios

Organization Phone: 248-478-1113

Organization Address 33431 Grand River

Organization's Agent: Nichelle Phone: 248-345-4661 cell

Agent's Title: _____ E-mail: MBT426@gmail.com

Agent's Address: _____

Event Name: Halloween Fun Fest

Event Purpose: Tradition - Bring little kids to town

Event Dates: Sat Oct 29

Event Times: 9-4:00

Event Location: Downtown Farmington

Number of People Expected: 1000-1500

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

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

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

- Trick or Treating on sidewalks
- Bouncy House @ Farmers market
- Movie @ Civic Theater

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

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

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

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

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

I have invited local businesses to participate.
Those invited include:

all DDA District
& The farmers Market

5. **Exempt Parking:** Are you requesting exempt Parking? (See Policy Section 5)
(YES) (NO)

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

6. **Other Requests:**

- 7. **Event Signs:** Will this event include the use of signs (YES) (NO)

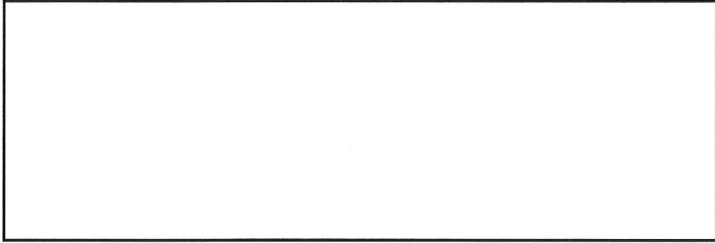
If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

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

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

Banner Length

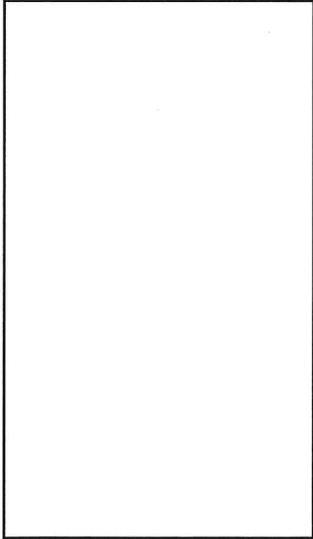
Width



Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width



Height

Write copy of sign in the box.

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

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

9-12-16

Date



Signature of Sponsoring Organization's Agent

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

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

Phone: 248-474-5500, ext. 2221



Special City Council Meeting
6:00 PM, MONDAY, JULY 18, 2016
City Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on July 18, 2016, in 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

1. CALL TO ORDER

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

City Administration Present

Director Christiansen
City Clerk Halberstadt
City Manager Murphy
Attorney Schultz

2. APPROVAL OF AGENDA

Move to approve the agenda as amended, reversing the order of agenda items No. 8 and 6.

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

3. PUBLIC COMMENT

No public comment was heard.

4. CITY BOARD AND COMMISSION INTERVIEW

A. Interview David Delind for Board of Review & Zoning Board of Appeals

Move to appoint David Delind to the Board of Review as an alternate to fill an unexpired term ending June 30, 2018.

Minutes Acceptance: Minutes of Jul 18, 2016 6:00 PM (Minutes)

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

5. OTHER BUSINESS

No other business was heard.

6. DISCUSS MANAGER'S EVALUATION

Galvin discussed his plan to use the same process of evaluation that was used in 2014. Council, department heads and City Manager will complete a 360 Degree Review in which they will rate performance in different categories. In addition, the City Manager will be given a set of essay questions to answer on his own. The purpose of the review is to improve dialogue and communication between administration, City Council, and department heads thereby improving services to Farmington residents. The evaluation will be completed anonymously by department heads and compiled by either the City Attorney or Mayor. The review will take place in closed session.

7. REVIEW PROPOSED FOOD TRUCK ORDINANCE

City Attorney Schultz highlighted proposed Food Truck Ordinance. The proposed ordinance codifies what is currently done. The ordinance creates definitions and regulations for various uses in the city. It makes a distinction between mobile food truck events and food trucks as part of a larger special event, like Founder's Festival.

Schneemann would like to see the language from the Special Events policy, citing the need for approval of nearby businesses, incorporated into the Food Truck Ordinance.

Schneemann questioned why there is a need for insurance of \$1 million dollars naming the City as an additional insurer. Schultz explained that it is general commercial liability and holds the city harmless even on private property.

Schneemann requested clarification on use of Riley Park for food trunk events. Schultz advised that as long as the food truck was a part of a larger special event, administration could approve it.

Discussion followed regarding food truck event versus special event.

Bowman questioned the approval process in terms of Council vs. City Manager. Schultz clarified the City Manager would approve events of less than 150 people and Council approval for anything exceeding that number.

Responding to a question from Bowman, Schultz stated associated with the ordinance would be established by resolution.

Scott requested clarification as to whether or not a food truck event could happen in Riley Park or Shiawassee Park. Schultz explained that it can take place as long as a Special Event permit is filed and has City Manager or Council approval.

Scott further questioned the number of times a food truck vendor can operate in the city. Schultz explained they can operate three times a year as part of a sponsorship with a local business. They can go beyond three times if part of a special event.

Galvin provided the example of Petey's Donuts, who participates weekly in the Farmer's Market and at Harvest Moon. If a vendor is part of a larger event a permit is not required.

Scott questioned procedure regarding hotdog carts. Schultz explained that hotdog carts fall under the three times a year policy. Scott asked whether South Farmington Baseball Inc. could partner with a hotdog vendor as part of a larger Special Event permit. He also questioned ice cream trucks that park at Shiawassee Park. Schultz said as long as the ice cream truck stops and moves on they are not part of this ordinance.

Scott questioned the availability of adequate sanitation for events involving mobile vendors. Schultz explained events would be reviewed on a case-by-case basis by the City Manager. Scott also expressed concern about whether or not the trucks power source was self-contained.

Cowley expressed disappointment in the Downtown Development Authority (DDA). He believes one of the fundamental tenants of the DDA is to try and promote policies and procedures that do no harm to existing businesses. He is on the record saying food truck events in Shiawassee Park are not a problem. He questioned whether or not a food truck event can occur in Riley Park based on the parking regulations.

Schultz explained that larger events are looked at differently; one-time events will most likely not happen.

Galvin explained that he had dialogue with the DDA to make this more of an administrative process rather than political. He emphasized the proposed policy represents what is currently being done.

Galvin doesn't believe Council is ready to take action on this now. He suggested the City Manager consult with the DDA, Department Heads, and City Attorney to incorporate some of what was discussed at this meeting.

8. COUNCIL COMMENT

No Council Comment was heard.

9. **ADJOURNMENT**

Motion to adjourn the meeting.

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

The meeting adjourned at 7:00 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____



Special City Council Meeting
6:00 PM, MONDAY, AUGUST 15, 2016
City Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on August 15, 2016, in 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:01 PM by Mayor William Galvin.

1. CALL TO ORDER

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

City Administration Present

City Clerk Halberstadt
City Manager Murphy
Attorney Schultz (arrived 6:30 PM)

2. APPROVAL OF AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Greg Cowley, Jeff Scott
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott

3. PUBLIC COMMENT

None was heard.

4. BOARD AND COMMISSION INTERVIEWS

A. Board and Commission Reappointment Interviews - Commission on Aging

Council interviewed Jeanne Atkinson and Jane Frost for reappointments to the Commission on Aging.

Minutes Acceptance: Minutes of Aug 15, 2016 6:00 PM (Minutes)

Move to re-appoint Jeanne Atkinson and Jane Frost to the Farmington Area Commission on Aging each for a three-year term ending 6/30/2019.

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

5. DISCUSSION

A. Discuss Proposed Consumers Energy Company Gas Franchise Ordinance

Schultz explained that the current Consumers Energy Company Gas Franchise ordinance expires in October.

Responding to a question from Cowley, Schultz confirmed Consumers Energy will be able to handle the future growth the city.

Scott inquired about the status of the underground gas lines.

Schultz explained that there are rigorous regulations for gas lines. He is unaware of any major issues with the lines.

Move to introduce Consumers Energy Company Gas Franchise Ordinance, granting Consumers Energy Company the right and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas business in the City of Farmington for a period of thirty (30) years. Motion carried unanimously. [SEE ATTACHED ORDINANCE].

RESULT:	INTRODUCED [UNANIMOUS] Next: 9/19/2016 7:00 PM
MOVER:	Jeff Scott, Councilmember
SECONDER:	Greg Cowley, Councilmember
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott

6. OTHER BUSINESS

Murphy gave an update on a luncheon that was held between Farmington and Farmington Hills City Managers, Mayors, and Police Chiefs. The topic of discussion was violence against police/police violence against public.

Galvin discussed trends in police procedure and the challenges in hiring new DPS employees.

Discussion followed regarding the status of housing Community EMS in the fire barn.

7. COUNCIL COMMENT

No Council comment was heard.

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

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

The meeting adjourned at 6:48 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Aug 15, 2016 6:00 PM (Minutes)



Regular City Council Meeting
7:00 PM, MONDAY, AUGUST 15, 2016
City Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on August 15, 2016, in 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

1. CALL TO ORDER

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

City Administration Present

Director Christiansen
 Director Demers
 Superintendent Eudy
 City Clerk Halberstadt
 City Manager Murphy
 Attorney Schultz
 Treasurer Weber

2. PLEDGE OF ALLEGIANCE

Connie O'Malley, Senior Vice-President of Beaumont Hospital- Farmington Hills, led the Pledge of Allegiance.

3. PUBLIC COMMENT

No Public Comment was heard.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

Minutes Acceptance: Minutes of Aug 15, 2016 7:00 PM (Minutes)

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

A. Minutes

1. Minutes of the City Council - Regular - July 18, 2016 7:00 PM

B. Public Safety Monthly Report-July 2016

C. Farmington Monthly Payments Report - July 2016

D. Special Event Request-American Legion Groves-Walker Post 346, 9/11 Memorial Service

5. APPROVAL OF REGULAR AGENDA

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

6. PRESENTATION/PUBLIC HEARINGS

A. Fresh Thyme Farmers Market Presentation - Bruce VanOverloop, Director of Operations

Bruce VanOverloop presented a power point presentation on Fresh Thyme Farmers Market operations.

Responding to a question from Scott, VanOverloop stated they have hired 94 employees with an additional 21 coming on board, totaling 115 employees.

Responding to a question from Galvin, VanOverloop stated no problems have been reported regarding truck access to the store.

Schneemann stated he is glad to see Fresh Thyme in our community, noting they will be a significant partner in the downtown. He requested VanOverloop return to Council in 12 months to provide an update.

Cowley noted Walker Parking Consultants is returning to Farmington for an update on the status of downtown parking.

Responding to a question from Cowley, VanOverloop stated he does not know the exact number of parking spaces the store will ultimately need. He advised a grand opening typically draws 15,000 per week. He recommended delaying the visit by Walker Consultants for six weeks to allow sales to settle down.

Cowley noted Fresh Thyme offers a phenomenal product and is very happy to have them in the downtown.

B. Beaumont-Farmington Hills Presentation

Connie O'Malley, Senior Vice-President, Beaumont Hospital-Farmington Hills, gave a power point presentation on the status of the hospital and its future direction.

Council thanked Ms. O'Malley for her presentation and expressed appreciation for the hospital's investment in our community.

C. Founders Festival Wrap-up

Dan Irvin and Kristin Houchins, Chamber of Commerce representatives, were present to discuss the success of the recent Founders Festival. Irvin indicated they would have surpassed last year's profit if it were not for the liquor license issue that occurred on Thursday night of the festival. He thanked Council for their ongoing support of the event.

Galvin thanked both Irvin and Houchins for their feedback on the festival. In recognizing Irvin's recent departure from the Chamber, he commented that Irvin achieved the two goals the Chamber Board set for him when he was hired: grow membership and events.

Bowman expressed her regret in Irvin's departure from the Chamber. She thanked the Chamber for engaging tweens and teens in the Founders Festival.

Schneemann thanked Irvin and Houchins for a job well done on the festival. He also expressed gratitude for re-integrating activities for all age groups in the festival.

Scott expressed appreciation for the hard work and effort that was put into the festival. He wished Irvin success in his future endeavors.

Cowley recognized the huge undertaking of the Founders Festival. He recommended encouraging artists from Art on the Grand to participate in the festival. He will miss Irvin and his leadership of the Chamber.

D. Consideration to Approve Special Liquor License for Farmers Market Special Event

Gajewski was present to request approval for a special liquor License for Farmers & Artisans Market Cultural Heritage Day scheduled for October 8th. He discussed the details of the event.

Move to approve Michigan Department of Licensing and Regulatory Affairs, Liquor Control Commission resolution for Special License for the Farmington Farmers & Artisans Market Cultural Heritage Day on October 8, 2016, 11:00 AM to 3:00 PM. [SEE ATTACHED RESOLUTION].

RESULT: APPROVED [UNANIMOUS]
MOVER: Sara Bowman, Council Member
SECONDER: Greg Cowley, Councilmember
AYES: Bowman, Cowley, Galvin, Schneemann, Scott

7. NEW BUSINESS

A. Consideration to Accept and File the Financial Reports for the City of Farmington Brownfield Redevelopment Authority for the TCF Project

City Administration advised that in 2014 the Michigan Economic Development Corporation (MEDC) revised the annual Brownfield Redevelopment Authority report that municipalities are required to submit. As a result, the City's submittal for the period ending June 30, 2015 is due August 31, 2016.

Move to accept the financial reports for the City of Farmington Brownfield Redevelopment Authority for the project year ending June 30, 2015 and authorize filing with the State Tax Commission.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sara Bowman, Council Member
SECONDER: Greg Cowley, Councilmember
AYES: Bowman, Cowley, Galvin, Schneemann, Scott

B. Consideration to Appoint a Member of the Farmington City Council to Serve on the Charter Review Committee

Bowman volunteered to serve on the Charter Review Committee.

Move to appoint Councilmember Bowman to serve on the Charter Review Committee for a term ending December 31, 2016.

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

C. Consideration to Approve Construction Change Order No.1 and Final Construction Pay Estimate No. 3 for the 2015 Power Road Bridge Scour and Streambank Stabilization

Present: Jessica Howard, Orchard, Hiltz and McCliment (OHM)

Superintendent Eudy discussed the basis for the Power Road Bridge Scour and Streambank Stabilization project and its final payout.

Responding to a question from Schneemann, Eudy stated some underpinning was done to the foundation where it was scoured.

Responding to an additional question from Schneemann, Eudy advised only loose soils were removed around the sewer line; the line was never interrupted.

Responding to a question from Cowley, Eudy stated the city does not control the high water flow of the river.

Cowley and Scott congratulated Eudy for coming in under budget on the project.

Move to approve construction estimate no. 3 and change order no. 1 for work completed on the Power Road Bridge Scour and Streambank Stabilization and authorize payment in the amount of \$11,771.69 to Anglin Civil, LLC.

RESULT: APPROVED [UNANIMOUS]
MOVER: Jeff Scott, Councilmember
SECONDER: Sara Bowman, Council Member
AYES: Bowman, Cowley, Galvin, Schneemann, Scott

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

D. Consideration to Authorize Purchase of Replacement Pick Up for DPW Parks

Eudy requested Council approval for the purchase of a 2017 GMC cab & chassis.

Move to authorize the purchase of a 2017 GMC Cab from the MiDeal GMC vendor in an amount not to exceed \$25,000.00.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Greg Cowley, Councilmember
SECONDER:	Sara Bowman, Council Member
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott

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

E. Consideration to Approve Extension of the Sale of Land Agreement with SDC Ventures LLC, for the Former 47th District Court Property on Ten Mile Road

Present: Roger Scherr, SDC Ventures

Director Christiansen advised SDC Ventures is requesting an extension of the Sale of Land Agreement for the former 47th District Court property on Ten Mile Road executed on May 16, 2016. The request is being made in order to provide additional time to fully and completely submit an application for approval of a Planned Unit Development (PUD) on the property. He advised SDC Ventures has submitted a revised concept development plan. City Administration is recommending a 30-day extension.

Responding to a question from Scott, Christiansen stated the original agreement provided 90 days to submit a PUD application. He noted the proponent has met with city staff many times regarding the application.

Scott pointed out one of the original responders to the RFP for the courthouse property submitted a similar plan to what SDC Ventures is now proposing. He commented the proponent is now asking to keep the property off the market for another 30 days. He stated the proponent should have done his due diligence on the original proposal, but was looking for bigger fish. He expressed support for the extension providing the \$25K earnest money is made non-refundable. If that is not possible, he suggested calling the other developer.

Schultz advised that under the agreement the \$25K does not immediately become non-refundable. He pointed out that the proponent has 90-days to submit application and then there is another 120 days in which the city processes the PUD. At the end of the 120 days either party can walk away from the agreement.

Roger Scherr explained the reasons for his request for a 30-day extension and revised concept development plan. He discussed his efforts to work with the Farmington School District to purchase the additional bus depot and

administration property. He stated the schools were not prepared to sell their property yet. As a result, the original concept plan was revised in order to build a development more suitable to the courthouse property. He discussed the features of the revised plan.

Responding to a question from Scott, Scherr stated SDC Ventures has built a number of attached unit developments.

Schneemann also noted Council approved SDC Ventures proposal based on development of courthouse property, not including school property. In looking at the revised plans he would not support two curb cuts on Ten Mile. He expressed concern regarding number of garage doors facing the front street. He suggested the plans include sidewalks and shared driveways.

Scherr responded that if they put the driveways together they would end up with a sea of concrete. He suggested green space could be added relative to the look of the garages. He will discuss suggested ideas with his architect.

Bowman does not have a concern with the 30-day extension. She noted her preference for single family homes and is less inclined to support duplexes. She did not realize the original proposal was contingent on the proponent acquiring the school property.

Scherr responded he was led to believe the school property would be available sooner than later. He made a purchase offer to the schools to assure potential homebuyers relative to developing the school property.

Schultz advised that by approving the extension council is essentially allowing the proponent to revise original plans.

Responding to a question from Cowley, Scherr stated the price point of the revised plan is \$50K lower than the original one. He stated the revised project would be targeted more towards senior living, but also believes young families will be buying as well.

Cowley believes the proposed development would be sold out quickly given its proximity to downtown. He asked if committing to duplexes casts the die for development of the school property.

Scherr responded not necessarily; the two properties can be developed separately. He prefers owner occupied housing.

Cowley expressed no issue with the 30-day extension. He stated the proponent should not be penalized for trying to put a big project in place.

Responding to a question from Schneemann, Schultz stated council is approving a 30-day extension with a memorandum that changes the type of plan proposed.

Galvin stated the proponent's presumption that the schools would be ready to sell their property was valid given his experience on the Farmington Public School Building Site Utilization Committee. He is eager to see the hill redeveloped and will continue to push schools to move forward with the sale of that property. He is not sure he is interested in the proposed attached condo project. He stated the city has an opportunity to do it right. He asked proponent about staying with the original concept of single family residences.

Scherr responded there are two decisions to be made: development that contributes to the community and Return on Investment (ROI).

Galvin stated he prefers single family housing, but does not want to delay the project.

Schneemann noted the revised plans for 19-22 units would provide a higher ROI than the original one. He requested the proponent pour some of the additional profits back into a higher quality development.

Move to approve the extension of the Sale of Land Agreement with SDC Ventures LLC, for the former 47th District Court Property on Ten Mile Road; and authorize City Administration to prepare a memorandum of the proposed change and that the extension is effective when memorandum is signed by both parties.

RESULT:	APPROVED [4 TO 1]
MOVER:	Greg Cowley, Councilmember
SECONDER:	Sara Bowman, Councilmember
AYES:	Sara Bowman, Greg Cowley, William Galvin, Steve Schneemann
NAYS:	Jeff Scott

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

8. DEPARTMENT HEAD COMMENTS

Eudy noted leaf pick-up will begin in 70 days. He requested residents rake leaves to the curb.

Demers stated Commander DuLong will be conducting "Active Shooter" presentations to employees. He was advised by representatives from Community EMS that they are looking to transition from two paramedic trucks to a paramedic basic truck. He advised there will be no change in level of service. He stated they

will appear before Oakland County Medical Control to discuss this change in service. He commented the end goal would be more trucks available for medical runs in Farmington. He noted to date Community EMS is meeting the city's demand during peak response times.

Responding to a question from Galvin, Demers advised his department will be providing maps to Fresh Thyme employees regarding where to park. They are prepared to handle large crowds following the grand opening of the store.

Christiansen discussed four proposals the school district received for the Maxfield Training Center (MTC) property. He stated the schools are scheduling interviews with the proponents on September 6th. He noted the last permit on the Flanders development has been issued.

9. COUNCIL COMMENT

Scott expressed deep regret at the loss of a great Farmington volunteer, Bill Newton, who passed away on August 6th. He went on to describe what an extraordinary life Mr. Newton had led and the difference he made to so many in the community.

Cowley thanked volunteers for their efforts during Founders Festival.

Galvin noted the new artwork hanging in city hall should be more representative of Farmington's diverse population and events. He stated new artwork might include but not limited to: Farmington High Friday night football, High School baseball or softball game, Farmington Glen Swim Club, beautification award winner, block parties, pictures of DPW workers and Public Safety as they provide service to the community; game of cricket in Drake Park; and a picture of family that recently immigrated. He suggested scheduling a study session to further discuss artwork in city hall going forward.

10. CLOSED SESSION – PROPERTY ACQUISITION AND CITY MANAGER'S REVIEW

Motion to enter closed session to discuss property acquisition and conduct City Manager's annual review.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Greg Cowley, Councilmember
SECONDER:	Sara Bowman, Council Member
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott

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

Minutes Acceptance: Minutes of Aug 15, 2016 7:00 PM (Minutes)

Council took a 5-minute recess at 9:30 p.m. and returned at 9:35 p.m.

Motion to exit closed session.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steve Schneemann, Councilmember
SECONDER:	Greg Cowley, Council Member
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott

Council exited closed session at 10:36 p.m.

11. AMENDMENT TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT

Motion to amend the City Manager employment agreement to increase the annual base salary from One Hundred Ten Thousand Dollars (\$110,000.00) to One Hundred Twelve Thousand Two Hundred Dollars (\$112,200.00), which is a two percent (2%) increase calculated on an annual basis, with the initial additional amount of Two Thousand Two Hundred Dollars (\$2,200.00) to be spread equally in installments from the pay period commencing August 26, 2016, to the pay period ending June 30, 2017, and thereafter, unless increased by the employer following employee's subsequent performance evaluations, said amount to be spread evenly in monthly installments for the following year(s).

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

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

12. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting was adjourned at 10:38 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Aug 15, 2016 7:00 PM (Minutes)



Special City Council Meeting
6:30 PM, TUESDAY, SEPTEMBER 6, 2016
Conference Room
Farmington City Hall
23600 Liberty St
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on September 6, 2016, in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:30 PM by Mayor William Galvin.

1. CALL TO ORDER

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

City Administration Present

Director Christiansen
 City Clerk Halberstadt
 City Manager Murphy
 Attorney Schultz

2. APPROVAL OF AGENDA

Motion to approve the agenda as amended, adding under Agenda Items, No. 1 "First Amendment to Sale of Land Agreement for the Courthouse Property" and moving subsequent items down one.

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

3. PUBLIC COMMENT

No Public Comment was heard.

Minutes Acceptance: Minutes of Sep 6, 2016 6:30 PM (Minutes)

4. AGENDA ITEMS

1. First Amendment to Sale of Land Agreement for the Courthouse Property

City Attorney Schultz briefly reviewed the provisions of the first amendment to the sale of land agreement for the courthouse property.

Discussion followed regarding the basis for the extending the agreement by 35 days.

Motion to approve the First Amendment to Sale of Land Agreement for the Courthouse Property. [SEE ATTACHED AMENDMENT].

RESULT:	APPROVED [4 TO 1]
MOVER:	Greg Cowley, Councilmember
SECONDER:	Sara Bowman, Councilmember
AYES:	Sara Bowman, Greg Cowley, William Galvin, Steve Schneemann
NAYS:	Jeff Scott

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

2. Review and Consideration of 2016 Recreation Master Plan

Director Christiansen reviewed the proposed 2016 Recreation Master Plan. He requested Council delay action on this item in order to allow more time for its review.

Mayor Galvin recommended placing this agenda item on the October 3, 2016 special meeting agenda.

Council concurred to delay taking action on the 2016 Recreation Master Plan.

3. Review and Consideration of Farmington Downtown Area Plan 2015 Amendment - Development Area E, East Grand River Area Plan

Director Christiansen reviewed the proposed amendment to the 2015 Farmington Downtown Area Plan. The amendment provides for the inclusion of Development Area E.

Council concurred to delay taking action on this item and deferred it to the October 3, 2016 Special Council meeting.

5. COUNCIL COMMENT

No Council Comment was heard.

6. ADJOURNMENT

1. Motion to Adjourn

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

The meeting adjourned at 7:09 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Sep 6, 2016 6:30 PM (Minutes)



Study Session City Council Meeting
7:00 PM, TUESDAY, SEPTEMBER 6, 2016
Conference Room
Farmington City Hall
23600 Liberty St
Farmington, MI 48335

DRAFT

STUDY SESSION MEETING MINUTES

A meeting of the Farmington City Council was held on September 6, 2016, in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:12 PM by Mayor William Galvin.

1. CALL TO ORDER

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

City Administration Present

Superintendent Eudy
City Clerk Halberstadt
City Manager Murphy
Attorney Saarela

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

George Wright, 21492 Birchwood, stated he was happy to see work on the Flanders Park moving forward. He expressed the importance of maintaining access to Farmington Hills from the park.

Minutes Acceptance: Minutes of Sep 6, 2016 7:00 PM (Minutes)

4. PRESENTATIONS

A. David Ryall - Chatham Hills Subdivision Association

Mr. Ryall did not attend the meeting.

B. Andy Machcinski - Civil Air Patrol

Andy Machcinski provided an overview and update on the activities of the Civil Air Patrol.

5. OTHER BUSINESS

A. Consideration to Appoint Delegate for Annual MML Meeting September 14-16, 2016 on Mackinac Island, Michigan

Move to appoint Mayor Bill Galvin as Farmington's delegate for the annual MML meeting September 14-16, 2016 and Mayor Pro Tem Steve Schneemann as the alternate.

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

B. Consideration to Approve Purchase & Delivery of Topsoil for Establishment of Flanders Park

Eudy presented quotes from several providers of topsoil and recommended Calo & Sons, a supplier DPW has used for many years.

Responding to a question by Schneeman, Eudy explained why the purchase of topsoil is a separate line item from the establishment of the park itself. The City saves money going with a third party supplier.

Move to approve the purchase and delivery of topsoil from Calo & Sons in the amount of \$18,312.50 for the development of Flanders Park.

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

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

C. Consideration to Accept Proposal to Establish Flanders Park

Eudy presented three proposals to develop the park. He detailed each and provided a recommendation that the city go with Anglin, as they provided a quote allowing the City to purchase topsoil and wood carpet from a third party, roughly saving the City \$15,000.

Responding to a question by Bowman, Eudy stated that the goal is to have Flanders Park operational by next Spring.

Move to approve a proposal from Anglin Civil LLC in an amount not to exceed \$59,742.50 for the development of Flanders Park.

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

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

D. Consideration to Amend Fiscal Year 2016/17 Budget

Eudy stated that after reviewing the proposals to develop the park, equipment that was salvaged from the school and researching what needs to be purchased to run the park, the City will end up with a \$7,500 shortage based on what has been allocated in the past.

Responding to concerns by Galvin about using old playground equipment, Eudy stated the Michigan Municipal League inspected the available equipment and recommended what can be reused. He noted Game Time, the original supplier of the equipment to FPS, did a secondary review, and gave their recommendations as well.

Galvin expressed interest in finding funding to provide the park with new playground equipment.

Move to adopt a resolution amending the Fiscal Year 2016/17 budget related to the development of Flanders Park. [SEE ATTACHED RESOLUTION].

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

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

E. Consideration to Accept the 2016 Oakland County Grant for the Local Road Improvement Matching Fund Grant Pilot Program in the Amount of \$11,642.00

Eudy provided an overview of the Local Road Improvement Matching Fund Grant program.

Eudy stated that Murphy has recommended an allocation of \$150,000 for local and major road improvements in the 2016/17 budget. Following the 2016/17 road improvements, the City will request reimbursement for up to \$11,642.00 in matching funds.

Move to approve the 2016 Oakland County Grant for the Local Road Improvement Matching Fund Pilot Program Cost Participation Agreement with the city providing a matching grant fund of \$11,642.00. [SEE ATTACHED AGREEMENT].

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

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

6. COUNCIL COMMENT

Bowman recently attended Active Shooter training provided by Public Safety and praised Commander DuLong on his presentation.

Scott stated he recently participated in a SEMCOG bus tour and discussed the various stops they made.

Cowley provided an update on the search for a Director of the Chamber of Commerce. An offer was extended by the search committee to Laura Bolyard, of Highland Twp. Chamber.

Galvin detailed two significant agenda items for the DDA Board meeting on 9/7/16: turning Orchard Street picnic area into parking and the Walker Parking Study.

7. CLOSED SESSION - LAND ACQUISITION

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

Council entered closed session at 8:06 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Greg Cowley, Councilmember
SECONDER:	Sara Bowman, Council Member
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott

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

2. Motion to exit closed session.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Greg Cowley, Councilmember
SECONDER:	Sara Bowman, Council Member
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott

Council exited closed session at 8:43 p.m.

8. EXTENSION OF OPTION AGREEMENTS FOR PROPERTY ON GRAND RIVER

Motion to approve extending Option Agreements for Purchase of Real Properties located at 33425 Grand River Avenue and 33107 Thomas Street.

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

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

8. ADJOURNMENT

1. Motion to adjourn the meeting.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Steve Schneemann, Mayor Pro Tem
SECONDER: Sara Bowman, Council Member
AYES: Bowman, Cowley, Galvin, Schneemann, Scott

The meeting adjourned at 8:45 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Sep 6, 2016 7:00 PM (Minutes)

**Farmington City Council
Staff Report**

Council Meeting Date:
September 19, 2016

**Reference
Number
C-1-2016**

Submitted by: David Murphy, City Manager

Description: Discuss Proposed Consumers Energy Company Gas Franchise Ordinance

Requested Action:

Background:

Please see attached letter from legal counsel.

Agenda Review

Review:

David M. Murphy Skipped 08/17/2016 3:06 PM

City Manager Skipped 08/17/2016 3:06 PM

City Council Completed 08/15/2016 6:00 PM

ORDINANCE NO. C-1-2016

ORDINANCE NO. _____

CONSUMERS ENERGY COMPANY GAS FRANCHISE ORDINANCE

AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas business in the CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, for a period of thirty (30) years.

THE CITY OF FARMINGTON ORDAINS:

SECTION 1. GRANT, TERM. The CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, ("City") hereby grants to the Consumers Energy Company, a Michigan corporation, its successors and assigns, hereinafter called the "Grantee," the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas business in the CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN, for a period of thirty (30) years ("Franchise").

SECTION 2. CONSIDERATION. In consideration of the rights, power and authority hereby granted, said Grantee shall faithfully perform all things required by the terms hereof.

SECTION 3. CONDITIONS.

(a) No highway, street, alley, bridge, waterway or other public place used by said Grantee shall be obstructed longer than necessary during the work of construction, maintenance, or repair, and unless weather or other factors outside Grantee's control prevent it, shall be promptly restored within a reasonable time to the same order and condition as when said work was commenced. If Grantee fails to complete required restoration within the time required, the City may, after providing Grantee with a five (5) business day written notice of the City's intention to do so, perform or secure performance of the required restoration, with the City's actual and reasonable administrative costs and expenses in doing so to be paid by Grantee to the City within 30 days of the City's billing or invoice.

(b) Grantee shall comply with all current and future federal, state, and local laws applicable to the installations and business for which this Franchise is granted, provided, however, that nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under state or federal law. Except for emergency and service restoration work, Grantee shall not perform work without first securing any applicable governmental permits and approvals required for that work.

(c) Except as necessary in an emergency or described by Grantee and approved by the City as necessary in an application for and issuance of a permit to perform work, all of Grantee's pipes and mains shall be so placed in the highways and other public places as not to interfere with the use thereof for highway uses and purposes, and other public uses and purposes that are existing.

(d) Grantee, at its own cost and expense, shall relocate or remove its installations in a public area for which this Franchise is granted, whenever such relocation or removal is required by a City Council Resolution as being necessary for use of the public area for a public improvement in furtherance of a public purpose of the City. This provision is not a waiver of Grantee's existing or future rights under state or federal law, and does not restrict or impair Grantee's rights under any applicable laws regarding vacation or relocation of streets.

SECTION 4. HOLD HARMLESS. Said Grantee shall at all times keep and save the City free and harmless from all loss, costs and expense to which it may be subject by reason of the negligent construction, repair, or maintenance of the structures and equipment hereby authorized. In case any action is commenced against the City on account of the permission herein given, said Grantee shall, upon

Ordinance 1-2016

Meeting of September 19, 2016

notice, defend the City and save it free and harmless from all loss, cost and damage arising out of such negligent construction, repair, or maintenance.

SECTION 5. EXTENSIONS. Said Grantee shall construct and extend its gas distribution system within said City and shall furnish gas to applicants residing therein in accordance with applicable laws, rules and regulations.

SECTION 6. FRANCHISE NOT EXCLUSIVE. The rights, power and authority herein granted, are not exclusive. Either manufactured or natural gas may be furnished hereunder.

SECTION 7. RATES. Said Grantee shall be entitled to charge the inhabitants of said City for gas furnished therein, the rates as approved by the Michigan Public Service Commission, for so long as said Commission or its successors has the authority and jurisdiction to fix and regulate gas rates and rules regulating such service in said City. Such rates and rules shall be subject to review and change at any time upon petition therefor being made by either said City, acting by its City Council, or by said Grantee.

SECTION 8. REVOCATION. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

SECTION 9. MICHIGAN PUBLIC SERVICE COMMISSION, JURISDICTION. Said Grantee shall, as to all other conditions and elements of service not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to gas service in said City.

SECTION 10. SALE, ASSIGNMENT, AND TRANSFER OF FRANCHISE. Grantee shall not sell, assign, sublet, or transfer this Franchise without the written consent of the City, which shall not be unreasonably withheld.

SECTION 11. PRIOR ORDINANCE. This ordinance is intended to replace the franchise granted by Consumers Power Company Gas Franchise Ordinance No. C-538-86, that was adopted by the City Council on October 20, 1986, and took effect ten (10) days after publication, with that Ordinance repealed upon the effective date of this Ordinance.

SECTION 12. EFFECTIVE DATE. This ordinance shall be effective on October 1, 2016; provided, however, it shall cease and be of no effect after thirty (30) days from its adoption unless within said period the Grantee shall accept the same in writing filed with the City Clerk. Upon acceptance and publication hereof, this ordinance shall constitute a contract between said City and said Grantee.

CERTIFICATION

I, the undersigned, the qualified and acting City Clerk of the City of Farmington, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington at a meeting held on the ____ day of _____, 2016, the original of which is on file in my office.

SUSAN K. HALBERSTADT, City Clerk
City of Farmington

Introduced:
Notice Ordinance on File:
Adopted:
Published:

Updated: 8/10/2016 3:21 PM by Melissa Andrade

Page 2

Ordinance 1-2016

Meeting of September 19, 2016

Effective:

Accepted:

Introduced: August 15, 2016

Adopted: August 15, 2016

Effective:

Published:

RESULT: ADOPTED [UNANIMOUS]

MOVER: Greg Cowley, Councilmember

SECONDER: Sara Bowman, Council Member

AYES: Bowman, Cowley, Galvin, Schneemann, Scott

I, Susan K. Halberstadt, duly authorized City Clerk for the City of Farmington do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Farmington City Council at a regular meeting held on Monday, September 19, 2016, in the City of Farmington, Oakland County, Michigan.

Susan K. Halberstadt, City Clerk



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Gary L. Dovre
gdovre@jrsjlaw.com

www.jrsjlaw.com

August 9, 2016

City of Farmington City Council
23600 Liberty Street
Farmington, MI 48335

RE: Proposed Consumers Energy Company Gas Franchise Ordinance

Dear City Council Members:

The 30 year Consumers Power Company Gas Franchise Ordinance C-538-86 that was adopted 10/20/1986 expires in late October or early November of this year (it was to be effective 10 days after it was published.) Several months ago, Consumers Energy proposed a new Franchise Ordinance to the City as it has in other communities we represent where 1986 franchises were expiring.

We requested and were successful in getting Consumers to agree to some changes that are reflected in the Ordinance being presented with this letter, which is substantively identical to what was approved by Farmington Hills earlier this summer. The improvements on the Ordinance originally presented by Consumers were revisions in Sections 3(a), (b), and (c), and 7, and the new Sections 3(d) and 10, which can be explained in more detail if you would like.

We recommend that this Ordinance be introduced at your August 15, 2016, meeting and scheduled for adoption at your September 19, 2016 meeting. That 5-week gap will allow publication of a Notice that the Ordinance is on file with the City Clerk, which per Charter Section 14.2 must be at least 4 weeks before adoption.

The suggested effective date of October 1, 2016, in Section 12 of the Ordinance would be more than 10 days after adoption and should allow time for publication to occur on or before that date (the Charter minimums for effectiveness.) As indicated in Section 11, when this new Ordinance takes effect, the old Ordinance would be replaced and repealed.

Sincerely yours,

Gary L. Dovre

Enclosure

cc: David M. Murphy, Manager
Susan K. Halberstadt, Clerk

Attachment: Ltr to Council re proposed franchise 8-9-16 (C-1-2016 : Proposed Consumers Energy Company Gas Franchise Ordinance)

**Farmington City Council
Staff Report**
Council Meeting Date:
September 19, 2016

**Reference
Number**
09-16-012

Submitted by: David Murphy, City Manager

Description: Consideration to Approve Renewal Uniform Video Service Local Franchise Agreement with Michigan Bell Telephone Company D/B/A AT&T Michigan (AT&T)

Requested Action:

Motion to adopt Resolution Approving Renewal Uniform Video Service Local Franchise Agreement with Michigan Bell Telephone Company d/b/a AT&T Michigan.

Background:

AT&T is currently a video service (cable) provider pursuant to Local Franchise Agreement, which was initially approved by the City Council on April 25, 2007. That approval was for a period of ten years, and AT&T is seeking to renew that franchise. The current agreement provides for 5% of gross revenue to be paid to the City as a franchise fee, as well as 2% of gross revenue as PEG fees, consistent with the City's agreement with Bright House Networks, L.L.C. City administration recommends approval of the Renewed Agreement, through adoption of the attached Resolution.

Agenda Review

Review:

David M. Murphy Skipped 09/19/2016 10:36 AM
City Manager Skipped 09/19/2016 10:36 AM
City Council Completed 09/19/2016 7:00 PM

RESOLUTION NO. 09-16-012

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sara Bowman, Council Member
SECONDER: Steve Schneemann, Mayor Pro Tem
AYES: Bowman, Cowley, Galvin, Schneemann, Scott

I, Susan K. Halberstadt, duly authorized City Clerk for the City of Farmington do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Farmington City Council at a regular meeting held on Monday, September 19, 2016, in the City of Farmington, Oakland County, Michigan.

Susan K. Halberstadt, City Clerk

**CITY OF FARMINGTON
OAKLAND COUNTY, MICHIGAN**

**RESOLUTION APPROVING RENEWAL
UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
WITH MICHIGAN BELL TELEPHONE COMPANY, D/B/A AT&T, MICHIGAN**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the 19th day of September, 2016, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

The following resolution was offered by _____ and supported by _____.

WHEREAS, under Public Act 480 of 2006, the Uniform Video Service Local Franchise Act (the "Act"), on April 25, 2007, the City approved a Uniform Video Service Local Franchise Agreement ("Video Franchise") with Michigan Bell Telephone Company, d/b/a AT&T Michigan ("AT&T"), for a period of ten (10) years; and

WHEREAS, on September 7, 2016, AT&T applied to the City for the renewal of the Video Franchise allowed by Section 3 of the Act, by the submission of the attached Uniform Video Service Local Franchise Agreement ("Renewed Agreement"), that has been reviewed and determined by the City Attorney to be complete under the Act; and

WHEREAS, the 5% of gross revenue annual video service provider fee in Section VI.A, and 2% of gross revenue PEG fee in Section VIII.A of the Renewed Agreement are the same as those fees under the City's Uniform Video Service Local Franchise Agreement with Bright House Networks, LLC, as required by Section 6 of the Act; and

WHEREAS, the Council has accepted that the Renewal Agreement is complete and meets the technical requirements of the Act, understands that there has been no change in the law since 2007 when Video Franchise was required to be approved, that provides the City with denial or conditional approval authority, and therefore undertakes to adopt this Resolution approving the Renewed Agreement as required by the Act.

NOW THEREFORE, BE IT RESOLVED that the City finds that the Renewal Agreement is complete and meets the technical requirements of the Act, and solely for that reason, and not because the City agrees with or assents to any provisions of the Act or the Renewal Agreement, the City hereby approves and authorizes and directs the Mayor to sign the Renewal Agreement and its Attachment 1, as a renewal of the April 25, 2007, Franchise Agreement.

BE IT FURTHER RESOLVED that notwithstanding that the term of the 2007 Franchise Agreement has not expired, the term of the Renewal Agreement shall be ten (10) years from the date of this approval.

BE IT FURTHER RESOLVED that on page 11 of the Renewal Agreement, the "Date submitted" shall be completed by insertion of September 7, 2016, with the "Date completed and approved" to be completed by inserting September 19, 2016, and that the following language shall be inserted below the "Date completed and approved;" line:

Determination of completeness and approval and authority for this Franchise Agreement to be signed, was by adoption of a Resolution by the City Council at a meeting on September 19, 2016.

BE IT FURTHER RESOLVED that by approving the Renewal Agreement, the City shall not be found to have waived its rights to challenge any provisions of the Act and/or any related provisions of the Renewal Agreement, including AT&T's confidential designation of the video service area footprint map that is part of Attachment 1, on the basis that such provisions are invalid and unenforceable as violations of law, including on the grounds that a particular action is an unconstitutional impairment of contractual rights, with the City further reserving any and all rights stemming from any successful challenge to such provisions undertaken by any other local franchising entity.

BE IT FURTHER RESOLVED that the City Clerk shall provide a copy of this Resolution to AT&T by one of the methods for Notice in Section XV of the Franchise.

STATE OF MICHIGAN
COUNTY OF OAKLAND

I, SUE HALBERSTADT, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on the 19th day of September, 2016, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this _____ day of September, 2015.

SUE HALBERSTADT
Clerk, City of Farmington

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Farmington, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

- service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.
- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. ~~Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by Section 9 of the Act.~~
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to Section 3(3) of the Act, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under Section 3(7) of the Act.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under ~~Section 13 of the Act to provide access to video programming over one or more PEG channels~~, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 2 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____ % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Farmington:

23600 Liberty Street

444 Michigan Avenue

Farmington, Michigan 48335

Room 1670

Detroit, Michigan 48226

Attn: City Clerk

Attn: Yvette Collins, Director - External Affairs

Fax No.: 248.473.7261

Fax No.: 313.496.9332

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Farmington, a Michigan Municipal Corporation

Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan

By

Print Name _____

Title _____

Address _____

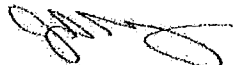
City, State, Zip _____

Phone _____

Fax _____

Email _____

By



Print Name _____
Jim Murray

Title _____
President

Address _____
221 North Washington Square

City, State, Zip _____
Lansing, Michigan 49833

Phone _____
517.334.3400

Fax _____
517.334.3429

Email _____
mj42325@att.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted:

Date completed and approved:

ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)**

Date: September 7, 2016		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

Company executive officers:

Name(s): Jim Murray
Title(s): President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Michigan Bell Telephone Company d/b/a AT&T Michigan
CONFIDENTIAL INFORMATION

SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the City of Farmington, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Farmington.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

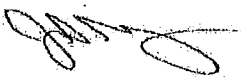
[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

**Verification
(Provider)**

I, Jim Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Jim Murray, President	
Signature: 	Date: September 7, 2016

(Franchising Entity)

City of Farmington, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Farmington, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in **Attachment 1 - Uniform Video Service Local Franchise Agreement**.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

- particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
 - E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
 - F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
 - G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 2 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Farmington:

23600 Liberty Street

Farmington, Michigan 48335

Attn: City Clerk

Fax No.: 248.473.7261

444 Michigan Avenue

Room 1670

Detroit, Michigan 48226

Attn: Yvette Collins, Director - External Affairs

Fax No.: 313.496.9332

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Farmington, a Michigan Municipal Corporation

Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan

By

 Print Name

 Title

 Address

 City, State, Zip

 Phone

 Fax

 Email

By



 Print Name
 Jim Murray

 Title
 President

 Address
 221 North Washington Square

 City, State, Zip
 Lansing, Michigan 49833

 Phone
 517.334.3400

 Fax
 517.334.3429

 Email
 m42325@att.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted:
Date completed and approved:

ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)
(Form must be typed)**

Date: August 17, 2016		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

Company executive officers:

Name(s): Jim Murray
Title(s): President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

<p>Michigan Bell Telephone Company d/b/a AT&T Michigan CONFIDENTIAL INFORMATION</p> <p>SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A</p> <p>The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the City of Farmington, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Farmington.</p>
--

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]


[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

Verification
(Provider)

I, Jim Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Jim Murray, President	
Signature: 	Date: August 17, 2016

(Franchising Entity)

City of Farmington, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

**Farmington City Council
Staff Report**
Council Meeting Date:
September 19, 2016

**Reference
Number
(ID # 2243)**
Submitted by: Frank Demers, Director of Public Safety

Description: Consideration to Upgrade Building Security in City Hall and Public Safety

Requested Action:

Move to approve the proposal submitted by Advanced Satellite Communications, Inc. for the installation of surveillance cameras, panic alarms and door proximity access controls for Farmington City Hall and Public Safety buildings.

Background:

In an effort to better provide for the safety and security of Farmington City Hall and Public Safety employees as well as those community members who visit these offices, upgrades to the existing security system are needed. Public Safety Director Frank Demers obtained three (3) estimates from qualified building security vendors. After careful review of these estimates, the scope of work provided by each vendor and references from other customers, the City is recommending approval of the proposal provided by Advanced Satellite Communications, Inc in the amount of \$58,897.24.

The City Manager budgeted \$36,000 in FY16/17 for City Hall/Public Safety building security upgrades. In addition, the City applied for and received a Risk Avoidance Program (R.A.P) grant from the Michigan Municipal Risk Management Authority in the amount of \$25,000.

Advanced Satellite Communications, Inc. requires a 50% down payment (\$29,448.62) due upon approval of their proposal. Installation will begin within 30 days.

Agenda Review
Review:

Frank Demers **Completed** **08/29/2016 3:37 PM**
City Manager **Skipped** **09/19/2016 10:36 AM**
City Council Completed **09/19/2016 7:00 PM**



Advanced Satellite Communications, Inc.
A.S.C. Security Systems
 12137 Merriman Road, Livonia, Michigan 48150
 Ph 734 838 3280 - Fx 734 838 3281

A Commercial Security & Satellite Systems Integrator - Since 1990

Proposal # 18671

Date: July 20, 2016

Prices are firm until: 8/12/2016

Terms: *50% Down/Net 30

Sales Rep: Gregory P. Charles

City of Farmington - Police

BILL TO:

City of Farmington
 23600 Liberty
 Farmington, MI 48335

SHIP TO:

Frank Demers
 23600 Liberty
 Farmington, MI 48335 U.S.A.

Telephone: (248) 474-5500
 Fax: (248) 442-9815

Megapixel Video Surveillance R2

A.S.C. Security through the pursuit of excellence in all that we do is committed to meeting and exceeding our customer's needs by maintaining the highest standards of quality and technical innovation. Creating a partnership between our dedicated workforce and loyal customer base, we strive to achieve professional success through teamwork and uncompromising quality.

A.S.C. Scope of Work;

A.S.C. to provide and install High Resolution Megapixel Video Cameras in selected areas at the City of Farmington City and Police Department Offices as indicated on the attached drawing. The new Megapixel IP cameras will provide quality video images of the selected areas and recorded on a 12 TB Network Video Recorder that will be located in the IT Control Room and displayed on a dedicated High Resolution Flat Screen Color Monitor. The present analog cameras will be converted to also be recorded and viewed on the new Avigilon HD Recorder for a higher quality recorded image. The Avigilon NVR Recorder will be programmed to only record the cameras during Motion Events there by providing the ability to store and display at approximately 30 days of video activity. ASC while on site will connect up to (2) LAN work stations and 1- smart phone for remote viewing of the NVR system on software provided in this quote.

City of Farmington to Provide the following;

- Network Connectivity at NVR location for remote viewing
- Computer Rack Space for Head End NVR Equipment
- Standard 120 vac at head end location
- Static IP Address for the camera server and Network Connectivity
- Acceptable Cable Routes from Cameras to NVR Recorder
- Computer meeting manufacture's specifications to be used for remote viewing of cameras
- Internet Connection for A.S.C. to be able to provide remote service, programming and trouble shooting when needed.

NOTE: FINAL LENGTH OF STORAGE AND SERVER PROCESSING THRESHHOLD WILL BE DETERMINED BY TOTAL NUMBER OF CAMERAS AND MEGAPIXEL RATINGS OF EACH FOR SELECTED AREAS OF COVERAGE.

If permits are required for this low voltage project, they will be billed seperatly at cost plus admin fees.

Qty.	Item ID	Description
		A.S.C. would like to thank the City of Farmington for the opportunity to be of service to you rCity with it's electronic security needs. This system can be financed to own for Approx. \$ 505.00 per month for 60 Months pending credit Approval. Cash Terms would be 50% to start and Balance Net 30 on completion. An Extended Warranty and Service plan is available for this system for \$ 220.00 per month and include Comprehensive Service to cover Labor and Materials as stated in the ASC Service Agreement.
1	20-8307	HD NVR Appliance (24 Cam Lic, ACC5, Standard, 12TB, 24 Port POE, VGA / HDMI, 1U, 5 Viewing Clients)
1	65-4071	Monitor (19", LED, 720P, BNC, VGA, HDMI, Audio Speakers)
1	20-8113	Switch (Ethernet, 8 port, POE, 10/100/1000, Layer 2)



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City of Farmington - Police

7	20-8235	HD Camera (2MP, Micro Dome, Ceiling / Wall Mount, Indoors, 1080P, 2.8mm)
6	99-3210	HD Camera Bullet (H3, 3MP, WDR, 3-9mm f/1.2 P-Iris lens, Integrated IR)
6	20-2151	Backbox (For H3-BO1-IR Avigilon Bullet Style)
4	20-2092	HD Camera Encoder (4-Port H.264 Analog Video Encoder - Requires 1 camera license)
2	20-2094	HD Camera Encoder Bracket (Mounting Bracket for 3 Encoders, 1U)
6	70-5031	CAT5E (3' Patch Cable Blue)
1700	70-4016	CAT5E (Plenum Solid Blue)
100	70-2026	CAT6 (Plenum Solid Blue)
28	50-1207	RJ45 Connector for CAT5
4	50-1208	RJ45 Connector for CAT6
50	50-1008	Beam Clamp (Univ, 1/2 in)
50	50-1011	Bridle Ring (2")
1	99-1379	Rack (Desk Top, Laminated, 4U, 7" high, 20" Wide, 18" Deep)
2	40-2035	Rack Panel (1U Blank Plate)
1	40-2036	Rack Screws (Black, Pkg of 50)
4	CCTVMISC	Miscellaneous (CCTV, Hardware & Connectors)

Materials Subtotal: \$20,978.57

1 Security Labor Security Labor

Labor Subtotal: \$5,360.00

Total: \$ 26,338.57

ASC offers competitive Financing on most of our products and services...Ask your Account manager for the most affordable option! These systems have been custom designed for your expressed needs...Thank you!



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A.S.C. Security Systems

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Proposal # 18671

Date: July 20, 2016

Prices are firm until: 8/12/2016

Terms: *50% Down/Net 30

Sales Rep: Gregory P. Charles

City of Farmington - Police

Customer understands that any additional fees that may be incurred to comply with all applicable building codes, zoning ordinances or any other permits needed for installation is their responsibility. Further, reference to Plug and Play is defined herein as utilization of pre-existing cable distribution system for entire property, as is. Delays or distractions caused by customer during installation or service may be billed additionally upon written order to customer. Any alteration or deviation from above quoted specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above this quotation. This is the entire agreement, and no additional services or promise of performance is implied that is not contained herein. Acceptance of quotation - all terms and conditions as written are a part hereof and are binding upon the parties hereto. A.S.C. retains the right to substitute parts of equal or better value to complete a functional system. Upon clients written approval A.S.C. may access clients system(s) for virtual maintenance, trouble shooting and reporting functions. A.S.C. may refer to clients name in various marketing materials unless prohibited by client. A.S.C. shall have no liability for any personal injury, property damage or other loss based on any claim at all including a claim the product failed to perform. A.S.C. will bill after functional completion of the job and expect payment due within the terms stated on this proposal. The Company reserves the right to send the account to a third party for collection. It is understood and agreed that The Company may do so for the entire amount remaining on the contract plus any collection costs incurred in the process. Note: Finance charges of 1.5% per month added to past due invoices. All products shown herein remain the property of A.S.C. until paid in full. Prices contained in this quotation shall be considered firm for a period of (30) days from the date of quotation unless otherwise stated herein. A.S.C. will charge a restocking fee of 20% on all returned or cancelled merchandise. All purchases placed on a credit card for orders over \$2,000. may incur a 2.5% service charge. ATTORNEYS' FEES. In the event of any litigation or arbitration between the parties with respect to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation, as the court or tribunal may determine.

ASC WILL WARRANT LABOR FOR NINETY (90) DAYS AND ALL PARTS FOR ONE (1) YEAR FROM DATE OF COMPLETED INSTALLATION.

UPON APPROVAL, RETURN THIS DOCUMENT VIA FAX WITH THE AUTHORIZED SIGNATURE BELOW.
A FACSIMILE ACCEPTANCE WILL SERVE AS ORIGINAL.

Accepted by: _____ Date: _____
Name (Print): _____ Title: _____



Advanced Satellite Communications, Inc.

A.S.C. Security Systems

12137 Merriman Road, Livonia, Michigan 48150

Ph 734 838 3280 - Fx 734 838 3281

A Commercial Security & Satellite Systems Integrator - Since 1990

Proposal # 18675

Date: July 20, 2016

Prices are firm until: 8/13/2016

Terms: *Net 30

Sales Rep: Gregory P. Charles

City of Farmington - Police

BILL TO:

City of Farmington
23600 Liberty
Farmington, MI 48335

SHIP TO:

Frank Demers
23600 Liberty
Farmington, MI 48335 U.S.A.

Telephone: (248) 474-5500
Fax: (248) 442-9815

Panic Alarm Coverage

A.S.C. Security through the pursuit of excellence in all that we do is committed to meeting and exceeding our customer's needs by maintaining the highest standards of quality and technical innovation. Creating a partnership between our dedicated workforce and loyal customer base, we strive to achieve professional success through teamwork and uncompromising quality.

A.S.C. to provide and install;

- 5 Wireless Panic Buttons, a. City Clerk, b. Treasure Office, c. 2 in Council Chambers, d. City Managers Office
- 1 Wireless Alarm Panel with Keypad and Alert Strobe in Dispatch
- 2 Wireless Receivers
- 1 Desktop Wireless / Voice Keypad with Stand

City of Farmington to Provide the following;

- One Standard POTS Phone Line with Dial Tone at Alarm Panel Location if Remote Monitoring is Required (additional \$25.00 / month)
- Standard 120 vac as needed at Head End Location.
- Acceptable Cable Routes from Wireless Device Receivers to Alarm Panel

If permits are required for this low voltage project, they will be billed separately at cost plus admin fees.

Qty.	Item ID	Description	
		A.S.C. would like to thank the City of Farmington for the opportunity to be of service to your facility with it's electronic security needs.	
1	25-8049	Alarm Control (Kit includes 6160, Aurora, Battery, Wave 2)	
5	25-8078	Panic Button (Stainless Steel, DPDT, Hold Up Button, Key Reset, NO/NC)	
4	25-4005	Transmitter (Wireless Door/Window)	
2	25-8087	Wireless Receiver (Vista Series, 8 RF Zones)	
1	25-5026	Strobe Light (LED, 9-14VDC, 200ma, IP66, 50Khr life, Blue Lens)	
400	70-2013	22/4 (STR, Non Shield, Plenum, Reel)	
2	ALAMISC	Miscellaneous (Alarm, Hardware & Connectors)	
			<u>Materials Subtotal:</u>
			<u>\$996.83</u>
1	Security Labor	Security Labor	



Advanced Satellite Communications, Inc.
A.S.C. Security Systems
12137 Merriman Road, Livonia, Michigan 48150
Ph 734 838 3280 - Fx 734 838 3281

A Commercial Security & Satellite Systems Integrator - Since 1990

Proposal # 18675

Date: July 20, 2016

Prices are firm until: 8/13/2016

Terms: *Net 30

Sales Rep: Gregory P. Charles

City of Farmington - Police

Labor Subtotal: \$904.00

Total: \$ 1,900.83

ASC offers competitive Financing on most of our products and services...Ask your Account manager for the most affordable option! These systems have been custom designed for your expressed needs...Thank you!

Customer understands that any additional fees that may be incurred to comply with all applicable building codes, zoning ordinances or any other permits needed for installation is their responsibility. Further, reference to Plug and Play is defined herein as utilization of pre-existing cable distribution system for entire property, as is. Delays or distractions caused by customer during installation or service may be billed additionally upon written order to customer. Any alteration or deviation from above quoted specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above this quotation. This is the entire agreement, and no additional services or promise of performance is implied that is not contained herein. Acceptance of quotation - all terms and conditions as written are a part hereof and are binding upon the parties hereto. A.S.C. retains the right to substitute parts of equal or better value to complete a functional system. Upon clients written approval A.S.C. may access clients system(s) for virtual maintenance, trouble shooting and reporting functions. A.S.C. may refer to clients name in various marketing materials unless prohibited by client. A.S.C. shall have no liability for any personal injury, property damage or other loss based on any claim at all including a claim the product failed to perform. A.S.C. will bill after functional completion of the job and expect payment due within the terms stated on this proposal. The Company reserves the right to send the account to a third party for collection. It is understood and agreed that The Company may do so for the entire amount remaining on the contract plus any collection costs incurred in the process. Note: Finance charges of 1.5% per month added to past due invoices. All products shown herein remain the property of A.S.C. until paid in full. Prices contained in this quotation shall be considered firm for a period of (30) days from the date of quotation unless otherwise stated herein. A.S.C. will charge a restocking fee of 20% on all returned or cancelled merchandise. All purchases placed on a credit card for orders over \$2,000. may incur a 2.5% service charge. ATTORNEYS' FEES. In the event of any litigation or arbitration between the parties with respect to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation, as the court or tribunal may determine.

ASC WILL WARRANT LABOR FOR NINETY (90) DAYS AND ALL PARTS FOR ONE (1) YEAR FROM DATE OF COMPLETED INSTALLATION.

UPON APPROVAL, RETURN THIS DOCUMENT VIA FAX WITH THE AUTHORIZED SIGNATURE BELOW.
A FACSIMILE ACCEPTANCE WILL SERVE AS ORIGINAL.

Accepted by: _____ Date: _____
Name (Print): _____ Title: _____



Advanced Satellite Communications, Inc.

A.S.C. Security Systems

12137 Merriman Road, Livonia, Michigan 48150

Ph 734 838 3280 - Fx 734 838 3281

A Commercial Security & Satellite Systems Integrator - Since 1990

Proposal # 18733

Date: August 09, 2016

Prices are firm until: 9/7/2016

Terms: *50% Down/Net 30

Sales Rep: Gregory P. Charles

City of Farmington - Police

BILL TO:

City of Farmington - Police
23600 Liberty
Farmington, MI 48335

SHIP TO:

Frank Demers
23600 Liberty

Telephone: (248) 474-5500

Fax: (248) 442-9815

Farmington, MI 48335 U.S.A.

Seventeen Door Avigilon Access Control System

- ASC to Provide and Install;
- 1 Set of Access Software
- 1 32 door Master Access Panel
- 1 Electric Strike Low Voltage Power Supply
- 1 Hour of Access Software System Training on Day of Insatallation
- 100 Printable Access Cards
- 17 Proximity Access Readers with 12 needed Eelectric Strikes and Associated Hardware at selected doors indicated on attached drawing and listed below;
- Access Door Locations;

 1. Main Entry Door
 2. Clerk's Office Door
 3. Treasurer's Office Door
 4. City Manager's Office Door
 5. City Manager's Building Entry Door
 6. Police Dept Lobby Entry Door
 7. Police Department Conference Room Door
 8. Booking Room Door (A)
 9. Booking Room Door (B)
 10. Sally Port Door
 11. Fire Barn Exterior Door
 12. Property Room Door
 13. Economic Development Office
 14. Economic Development Clerk Office
 15. DriveWay Building Entry Door
 16. Men's Basement Locker Room
 17. Women's Basement Locker Room

RECEIVED
8/15/16
FRANK DEMERS
PUBLIC SAFETY DIRECTOR

City of Farmington to providé the following:

- Present Strike Power Supply in Good Working Order
- Existing Electric Strikes in Good Working order
- Computer for Access Software running Windows 7 or Better
- Network Connection at Access Control Panel Location in Facilities Office
- AC Power 120VAC duplex outlet at Headend Access Equipment Location
- Acceptable Cable Routes from existing door locations to new Access Panel
- Patching and Painting by others if needed

If permits are required for this low voltage project, they will be billed separately at cost plus admin fees.

Qty.	Item ID	Description
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Sales Rep: Gregory P. Charles

City of Farmington - Police

A.S.C. would like to thank the City of Farmington for the opportunity to be of service to your facility with it's electronic security needs.

This system can be financed to own for Approx. \$588.00 per month for 60 Months pending credit Approval.

Cash Terms would be 50% to start and Balance Net 30 on completion.

An Extended warranty and Service PM plan is available for these systems for \$ 250.00 per month and include Comprehensive Service to cover Labor and Materials as stated in the A.S.C. Service Contract.

1	99-1500	ACM Access Control Software/Firmware (Appliance, 32 Reader License)	
1	35-8116	ACM Avigilon Video Integration License	
1	35-8113	ACM System Control Module (2 Door, 16MB)	
8	35-8114	ACM Reader Interface Module (2 Reader, 8 Input, 6 Relay)	
1	99-2700	ACM Power Supply Kit (2 Door, Lock Power, Dual Voltage 12/24VDC)	
1	99-6660	ACM Power Supply Kit (16 Door, Lock Power, Dual Voltage 12/24VDC)	
17	35-2006	Reader (ProxPoint, Entry Level Prox, Non-Designer Black, 12Vdc, 60mA, 1-2 in. Read Range)	
100	35-3012	Prox Cards (ISO, Printable)	
1	20-8013	Surge Protector (8 Outlet)	
3000	70-2012	18-2 (Str, BC, Plenum, White)	
3000	70-2014	22/6C (STR BC Shield CL3P White, Reel)	
60	50-1008	Beam Clamp (Univ, 1/2 in)	
60	50-1011	Bridle Ring (1 1/2)	
4	ACCSMISC	Miscellaneous (Access, Hardware & Connectors)	
			<u>Materials Subtotal:</u>
			<u>\$13,608.96</u>
1.00	Special Labor - Security	Locksmith Hardware 15 Electric Strikes, 3 Door Closers and Associated needed Hardware	
1	Security Labor	Security Labor	
			<u>Labor Subtotal:</u>
			<u>\$17,048.88</u>
			Total: <u>\$ 30,657.84</u>

ASC offers competitive Financing on most of our products and services...Ask your Account manager for the most affordable option! These systems have been custom designed for your expressed needs...Thank you!



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Accepted by: _____ **Date:** _____
Name (Print): _____ **Title:** _____

**Farmington City Council
Staff Report**

Council Meeting Date:
September 19, 2016

**Reference
Number
(ID # 2257)**

Submitted by: Frank Demers, Director of Public Safety

Description: Consideration to Authorize the Purchase of Eight (8) Patrol Rifles

Requested Action:

Authorize the purchase of eight (8) patrol rifles from Michigan Police Equipment in the amount of \$11,502.

Background:

In August of 2012, the public safety department received council approval to implement a patrol rifle purchase program. Through this program, the City agrees to make the initial purchase of the rifles and the officers who request those rifles agree to pay back all but one (1) dollar to the City through a series of payroll deductions. The rifles remain the property of the City until the officer's employment ends through retirement or separation. At that time, the officer pays the remaining one (1) dollar owed to the City and takes ownership of the weapon.

In 2012, eleven (11) officers participated in the rifle purchase program. Since then, a number of officers have expressed interest in purchasing a patrol rifle through the same program.

The patrol rifle is a very effective weapon system to deploy in close quarter and long range combat situations. Officers who participate in the purchase program will receive a personalized rifle that will be sighted in for the individual officer and built according to his/her specifications. This will allow the officers to be more effective and confident in their rifle.

The cost of the initial purchase from Michigan Police Equipment will be \$11,502. Based on the purchase program, the City will recover \$11,494 of the purchase by the end of FY16/17. This purchase was part of the FY16/17 Capital Improvement budget.

Agenda Review

Review:

Frank Demers Completed 09/12/2016 1:13 PM
City Manager Skipped 09/19/2016 10:36 AM
City Council Completed 09/19/2016 7:00 PM



Michigan Police Equipment
 6521 Lansing Road
 CHARLOTTE MI 48813
 Phone 517-322-0443 * Fax 517-322-0491

PRICE QUOTATION

Date: 6/29/16

QUOTE TO:

FARMINGTON POLICE DEPARTMENT

MATTHEW MIRACLE 734-754-6322

work - mmiracle@farmgov.com or matthew_miracle@yahoo.com - home

QUOTE BY: Kali Whitney***Kali Whitney***

ITEM	QUANTITY	Each	COST
SMITH AND WESSON M&P -15 TS	10 +/-	\$1,193.00	\$11,930.00
AIMPOINT PRO OPTIC	12 +/-	\$398.00	\$4,776.00
MAGPUL PMAGS 30 ROUND	12 +/-	\$18.00	\$216.00
BLACK HAWK STORM -QD SLING 70GS12BK	12 +/-	\$25.00	\$300.00
STREAMLIGHT TLR-1 HL 69260	12 +/-	\$132.00	\$1,584.00
AIMPOINT MOCRO H-1 200158 AR 15 READY 2 MOA LRP MT 39MM SPACER	12 +/-	\$522.00	\$6,264.00
EO TECH 512.A65	12 +/-	\$429.00	\$5,148.00
MAG PUL 2" RAIL SECTION 5 SLOT M-LOK	12 +/-	\$8.00	\$96.00
MAGPUL RVG VERT GIRP	12 +/-	\$18.50	\$222.00
DANIEL DEFENSE LITE WEIGHT V7 LW	2	\$1,315.00	\$2,630.00
V5 BROWN ONLY	2	\$1,458.00	\$2,916.00
V1	2	\$1,460.00	\$2,920.00

Shipping

Terms Net 30 Days

Prices Valid Through

Total

FARMINGTON DPS RIFLE PURCHASE FORM

Officer: _____

<u>ITEM</u>	<u>MODEL</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>TOTAL</u>
RIFLE:	S&W M&P 15 T/S	\$935		
	DD M4V11	\$1310		
WEAPON LIGHT:	Streamlight TLR-1 HL (standard)	\$139		
	Streamlight TLR-1 HL (w/ remote switch)	\$174		
	Surefire X300	\$233		
OPTICS:	Aimpoint PRO	\$385		
	Aimpoint Micro H1 (MOA)	\$513		
	EOTECH 512	\$499		
	EXPS3	\$629		
	XPS2	\$539		
VERTICAL GRIP:	MAGPUL RVG	\$22		
	MAGPUL M-Lok MVG	\$20.50		
	GRIPOD (Military style)	\$145.00		
	GRIPOD (L/E style)	\$95.00		
EXTRA MAGAZINE	Magpul PMAG	\$18		
SLING:	Blackhawk STORM single point (regular)	\$28		
	Blackhawk STORM single point (QD)	\$23		
			Total Purchase Price:	\$

Officer: _____ Chief: _____

**Farmington City Council
Staff Report**

Council Meeting Date:
September 19, 2016

**Reference
Number**
09-16-013

Submitted by: David Murphy, City Manager

Description: Consideration to Formally Support Grand River Road Diet as Proposed by MDOT

Requested Action:

Move to adopt resolution supporting the completion of the overall Grand River Road Diet as part of the MDOT 2017 Grand River Resurfacing Project in Spring/Summer 2017

Background:

The MDOT 2017 Grand River Resurfacing Project is scheduled to be completed in Spring/Summer 2017. The required public information meeting was held by MDOT on September 8, 2016 at City Hall. A presentation of the project plans, including a Grand River Road Diet, was made at the meeting and public comments were taken. Copies of the project plans are attached along with a copy of the Resolution Formally Supporting Grand River Road Diet.

The purpose of this item is consideration to support Grand River Road Diet as proposed by MDOT and to adopt the resolution.

Agenda Review

Review:

David M. Murphy Skipped 09/19/2016 10:36 AM

City Manager Skipped 09/19/2016 10:36 AM

City Council Completed 09/19/2016 7:00 PM

RESOLUTION NO. 09-16-013**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON****RESOLUTION FORMALLY SUPPORTING GRAND RIVER ROAD DIET****RESOLUTION NO. _____**

At a regular meeting of the City Council of the City of Farmington, County of Oakland, State of Michigan, held on the ____ day of _____, 2016, at 7:00 p.m., with those present and absent being,

PRESENT:

ABSENT:

the following resolution was offered by Councilperson _____ and supported by Councilperson _____:

WHEREAS, the City of Farmington has performed a traffic study, dated December 12, 2014 along the Grand River Corridor in an attempt to evaluate potential “road diet” options to create a safer, more pedestrian friendly environment for the motoring and general public; and

WHEREAS, the City of Farmington has also performed a supplemental study dated October 12, 2015 closing a east bound lane to simulate on street parking to collect data and provide to MDOT for further evaluation; and

WHEREAS, the City has subsequently coordinated with MDOT in 2016 to assist with implementation of portions of the road diet with an upcoming “mill and fill” project; and

WHEREAS, the City has adopted a Master Plan, Downtown Area Plan and Complete Streets Policy to guide design and development within its downtown area; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City of Farmington supports the overall Grand River Road Diet and specifically supports the following modifications be made in the upcoming “mill and fill” project planned to be constructed by MDOT in Spring/Summer 2017 subject to approval of required agreement(s) between the City and MDOT:

1. Modifications to the section of Grand River between Shiawassee to Farmington road converting 4 lanes to 3 lanes.
2. Addition of on street parking east of Grove Street to Mayfield Street.
3. Improvement of various pedestrian crossings specifically Liberty and Oakland / Grand River intersections.

Portions of the road diet not included in this list but included in the road diet study are still a desire of the City. It is agreed that MDOT and Farmington will look for future opportunities to

