



REGULAR MEETING AGENDA

1. CALL TO ORDER

Roll Call

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

4. APPROVAL OF ITEMS ON CONSENT AGENDA

A. Approve Public Works and Water Sewer Department Quarterly Report

B. Request for "Tag Days" - Fundraising Event

5. APPROVAL OF REGULAR AGENDA

6. PRESENTATION/PUBLIC HEARINGS

A. Special Event Request - DWNTWN/Crys Cloud

B. Special Event Request for Telangana Development Forum (TDF) - Detroit Chapter

C. Public Hearing - Fiscal Year 2013-14 Budget and Millage Rates

7. UNFINISHED BUSINESS-NONE

8. NEW BUSINESS

A. Consideration to Amend Fiscal Year 2012-13 Budget

B. Consideration to Amend Fiscal Year 2012-13 Brownfield Redevelopment Authority and Corridor Improvement Authority Budgets

C. Consideration of Resolution to Adopt Fiscal Year 2013-14 Budget and Millage Rates

D. Consideration to Adopt Downtown Development Authority's Fiscal Year 2013-14 Budget and Confirm Principal Shopping District Special Assessment

- E. Consideration to Adopt Fiscal Year 2013-14 47Th District Court, Brownfield Redevelopment Authority and Joint Agency Budgets**
- F. Consideration to Adopt Resolution to Amend Residential Refuse/Recycling User Charge**
- G. Consideration to Introduce Ordinance #C-769-2013 Amending Traffic Control Orders**
- H. Consideration to Approve Renewal of City Assessing Services Agreement with Oakland County Equalization Division**
- I. Consideration to Appoint Council Member to Serve as SEMCOG Representative**
- J. Consideration to Schedule a Public Hearing to Consider Offer to Purchase Old 47Th District Courthouse Property**

9. DEPARTMENT HEAD COMMENTS

10.COUNCIL COMMENT

11.ADJOURNMENT

**Farmington City Council
Staff Report****Council Meeting Date:**
June 3, 2013**Reference
Number
(ID # 1273)****Submitted by:** Vincent Pastue, City Manager**Description:** Approve Public Works and Water Sewer Department Quarterly Report**Requested Action:**

Approve Farmington Public Works and Water Sewer Department Quarterly Report January 1, 2013 - March 31, 2013

Background:**Agenda Review****Review:****Vincent Pastue Pending**
City Manager Pending
City Council Pending

DEPARTMENT OF PUBLIC WORKS
QUARTERLY MANPOWER

JANUARY 1, 2013 - MARCH 31, 2013

| | |
|-------------------------------------|-----------|
| Average Number of Personnel | 7.00 |
| Manhours Available Without Overtime | 3135.75 * |
| Overtime Hours | 323.00 |
| Less: Hours Worked in W & S | 107.25 |
| Total Hours Available | 3351.50 |

*Includes Seasonal Hours

| | | |
|-------------------------|-----------------|---------------|
| LOST HOURS: | Sickness | 88.25 |
| | Holiday | 144.00 |
| | Vacation | 40.00 |
| | Personal | 20.75 |
| | Birthday | 8.00 |
| | Bonus Vacation | 8.00 |
| | Workman's Comp. | 0.00 |
| | Emergency | 4.50 |
| | No Pay | 0.00 |
| | Funeral | 0.00 |
| TOTAL LOST HOURS | | 313.50 |

TOTAL HOURS AVAILABLE LESS TOTAL LOST HOURS = 3038.00

**DEPARTMENT OF PUBLIC WORKS
QUARTERLY BREAKDOWN
January, 2013**

ACTUAL MANHOURS

| Account | 2013 | COST* |
|--|-------------|--------------|
| 265 <u>Buildings & Grounds</u> | | |
| City Hall Maintenance | 157 | \$6,491.11 |
| City Hall Grounds | 11 | \$583.79 |
| DPW Bldg. & Grounds | 109 | \$4,401.42 |
| 47th District Court | 2 | \$102.70 |
| Community Work | 0 | \$0.00 |
| 441 <u>Public Works</u> | 9 | \$399.30 |
| 442 <u>DDA</u> | 39 | \$1,869.96 |
| 444 <u>Sidewalks</u> | 68.25 | \$5,595.47 |
| 443 <u>Parking System Mtc.</u> | 16.5 | \$1,420.52 |
| 276 <u>Cemeteries</u> | | |
| Oakwood | 21.5 | \$1,463.59 |
| Quaker | 0 | \$0.00 |
| Grave Digging | 18 | \$1,256.38 |
| 446 <u>Routine Mtc: Streets & Rds</u> | | |
| Surface Maintenance | 100.75 | \$8,912.15 |
| Catch Basin/Alleys | 0 | \$0.00 |
| Drain Maintenance | 0 | \$0.00 |
| Roadside Cutting/Cleanup | 0 | \$0.00 |
| Tree Trimming/Disposal | 167.75 | \$13,725.66 |
| Street Name Signs | 9.5 | \$509.35 |
| 446 <u>STREET SWEEPING</u> | 0 | \$0.00 |
| Sweeping Debris | 0 | \$0.00 |
| 446 <u>TRAFFIC SERVICES</u> | | |
| Pavement Marking | 0 | \$0.00 |
| Traffic Signs | 32 | \$1,767.40 |
| 446 <u>WINTER MAINTENANCE</u> | | |
| Salting/Snow Plowing | 124 | \$25,369.10 |
| Salt Pile Maintenance | 6 | \$552.60 |
| 528 <u>RUBBISH/GARBAGE</u> | | |
| Barrels | 14 | \$620.16 |
| Dumpster | 0 | \$0.00 |
| Recycling | 0 | \$0.00 |
| Leaf Pickup | 0 | \$0.00 |

Public Works Manhours
Quarterly Breakdown

Page -2-

| | | | |
|-----|-------------------------------------|--------|-------------|
| 751 | <u>PARKS</u> | | |
| | City Park | 71 | \$3,302.63 |
| | Drake Park | 30 | \$1,260.76 |
| | Misc. Park | 2 | \$95.11 |
| | Sled Hill/Ice Rink | 10.5 | \$693.97 |
| 804 | <u>GOV. WARNER MUSEUM</u> | 19 | \$944.92 |
| 595 | <u>CIVIC THEATER</u> | 9 | \$453.78 |
| | <u>EQUIPMENT MAINTENANCE</u> | 156.25 | \$6,440.65 |
| | TOTALS: | 1203 | \$88,232.44 |

*Cost includes crew and seasonal labor, material, equipment and overhead.

**DEPARTMENT OF PUBLIC WORKS
QUARTERLY BREAKDOWN
February, 2013**

| | Account | ACTUAL MANHOURS | |
|-----|--|------------------------|--------------|
| | | 2013 | COST* |
| 265 | <u>Buildings & Grounds</u> | | |
| | City Hall Maintenance | 138.5 | \$5,754.20 |
| | City Hall Grounds | 20.5 | \$1,066.06 |
| | DPW Bldg. & Grounds | 121 | \$5,183.33 |
| | 47th District Court | 2.5 | \$128.37 |
| | Community Work | 0 | \$0.00 |
| 441 | <u>Public Works</u> | 40.5 | \$2,199.71 |
| 442 | <u>DDA</u> | 70 | \$5,098.91 |
| 444 | <u>Sidewalks</u> | 57 | \$5,624.82 |
| 443 | <u>Parking System Mtc.</u> | 37.75 | \$3,463.38 |
| 276 | <u>Cemeteries</u> | | |
| | Oakwood | 19 | \$1,217.89 |
| | Quaker | 0 | \$0.00 |
| | Grave Digging | 8 | \$633.21 |
| 446 | <u>Routine Mtc: Streets & Rds</u> | | |
| | Surface Maintenance | 133.5 | \$8,103.17 |
| | Catch Basin/Alleys | 0 | \$0.00 |
| | Drain Maintenance | 0 | \$0.00 |
| | Roadside Cutting/Cleanup | 0 | \$0.00 |
| | Tree Trimming/Disposal | 172 | \$13,935.27 |
| | Street Name Signs | 3.5 | \$227.60 |
| 446 | <u>STREET SWEEPING</u> | 0 | \$0.00 |
| | Sweeping Debris | 0 | \$0.00 |
| 446 | <u>TRAFFIC SERVICES</u> | | |
| | Pavement Marking | 1 | \$51.35 |
| | Traffic Signs | 3 | \$192.68 |
| 446 | <u>WINTER MAINTENANCE</u> | | |
| | Salting/Snow Plowing | 299.75 | \$49,992.20 |
| | Salt Pile Maintenance | 8 | \$323.04 |
| 528 | <u>RUBBISH/GARBAGE</u> | | |
| | Barrels | 33.5 | \$1,374.67 |
| | Dumpster | 0 | \$0.00 |
| | Recycling | 0 | \$0.00 |
| | Leaf Pickup | 0 | \$0.00 |

Public Works Manhours
Quarterly Breakdown

Page -2-

| | | | |
|-----|-------------------------------------|------|--------------|
| 751 | <u>PARKS</u> | | |
| | City Park | 31.5 | \$2,408.25 |
| | Drake Park | 8 | \$403.30 |
| | Misc. Park | 0 | \$0.00 |
| | Sled Hill/Ice Rink | 5 | \$358.62 |
| 804 | <u>GOV. WARNER MUSEUM</u> | 12.5 | \$704.56 |
| 595 | <u>CIVIC THEATER</u> | 8 | \$413.40 |
| | <u>EQUIPMENT MAINTENANCE</u> | 75 | \$3,129.48 |
| | TOTALS: | 1309 | \$111,987.46 |

*Cost includes crew and seasonal labor, material, equipment and overhead.

**DEPARTMENT OF PUBLIC WORKS
QUARTERLY BREAKDOWN
March, 2013**

| | | ACTUAL MANHOURS | |
|---------|--|-----------------|--------------|
| Account | | <u>2013</u> | <u>COST*</u> |
| 265 | <u>Buildings & Grounds</u> | | |
| | City Hall Maintenance | 140 | \$5,951.51 |
| | City Hall Grounds | 10 | \$473.93 |
| | DPW Bldg. & Grounds | 229 | \$9,327.80 |
| | 47th District Court | 1.5 | \$77.02 |
| | Community Work | 0 | \$0.00 |
| 441 | <u>Public Works</u> | 0 | \$0.00 |
| 442 | <u>DDA</u> | 60 | \$3,461.09 |
| 444 | <u>Sidewalks</u> | 17.5 | \$1,220.41 |
| 443 | <u>Parking System Mtc.</u> | 24 | \$1,816.02 |
| 276 | <u>Cemeteries</u> | | |
| | Oakwood | 144 | \$9,577.40 |
| | Quaker | 0 | \$0.00 |
| | Grave Digging | 0 | \$0.00 |
| 446 | <u>Routine Mtc: Streets & Rds</u> | | |
| | Surface Maintenance | 87.5 | \$5,555.59 |
| | Catch Basin/Alleys | 0 | \$0.00 |
| | Drain Maintenance | 0 | \$0.00 |
| | Roadside Cutting/Cleanup | 0 | \$0.00 |
| | Tree Trimming/Disposal | 110.75 | \$8,375.21 |
| | Street Name Signs | 9.5 | \$606.85 |
| 446 | <u>STREET SWEEPING</u> | 0 | \$0.00 |
| | Sweeping Debris | 0 | \$0.00 |
| 446 | <u>TRAFFIC SERVICES</u> | | |
| | Pavement Marking | 0 | \$0.00 |
| | Traffic Signs | 26 | \$1,832.95 |
| 446 | <u>WINTER MAINTENANCE</u> | | |
| | Salting/Snow Plowing | 28.5 | \$7,154.25 |
| | Salt Pile Maintenance | 4 | \$368.40 |
| 528 | <u>RUBBISH/GARBAGE</u> | | |
| | Barrels | 0 | \$0.00 |
| | Dumpster | 0 | \$0.00 |
| | Recycling | 0 | \$0.00 |
| | Leaf Pickup | 0 | \$0.00 |

Public Works Manhours
Quarterly Breakdown

Page -2-

| | | | |
|-----|-------------------------------------|-------|-------------|
| 751 | <u>PARKS</u> | | |
| | City Park | 16 | \$957.36 |
| | Drake Park | 4.5 | \$234.45 |
| | Misc. Park | 0 | \$0.00 |
| | Sled Hill/Ice Rink | 1.5 | \$77.02 |
| 804 | <u>GOV. WARNER MUSEUM</u> | 9 | \$553.15 |
| 595 | <u>CIVIC THEATER</u> | 2.5 | \$126.27 |
| | <u>EQUIPMENT MAINTENANCE</u> | 61.75 | \$2,584.35 |
| | TOTALS: | 987.5 | \$60,331.02 |

*Cost includes crew and seasonal labor, material, equipment and overhead.

**DEPARTMENT OF PUBLIC WORKS
QUARTERLY BREAKDOWN**

| | Account | ACTUAL MANHOURS | | |
|-----|--|------------------------|-------------|--------------|
| | | 2012 | 2013 | COST* |
| 265 | <u>Buildings & Grounds</u> | | | |
| | City Hall Maintenance | 408.5 | 435.5 | \$18,196.82 |
| | City Hall Grounds | 23 | 41.5 | \$2,123.78 |
| | DPW Bldg. & Grounds | 458.5 | 459 | \$18,912.55 |
| | 47th District Court | 5.5 | 6 | \$308.09 |
| | Community Work | 8 | 0 | \$0.00 |
| 441 | <u>Public Works</u> | 61 | 49.5 | \$2,599.01 |
| 442 | <u>DDA</u> | 131 | 169 | \$10,429.96 |
| 444 | <u>Sidewalks</u> | 103 | 142.75 | \$12,440.70 |
| 443 | <u>Parking System Mtc.</u> | 56.75 | 78.25 | \$6,699.92 |
| 276 | <u>Cemeteries</u> | | | |
| | Oakwood | 74.5 | 184.5 | \$12,258.88 |
| | Quaker | 0.5 | 0 | \$0.00 |
| | Grave Digging | 110.75 | 26 | \$1,889.59 |
| 446 | <u>Routine Mtc: Streets & Rds</u> | | | |
| | Surface Maintenance | 226.5 | 321.75 | \$22,570.91 |
| | Catch Basin/Alleys | 73.5 | 0 | \$0.00 |
| | Drain Maintenance | 50 | 0 | \$0.00 |
| | Roadside Cutting/Cleanup | 0 | 0 | \$0.00 |
| | Tree Trimming/Disposal | 453 | 450.5 | \$36,036.14 |
| | Street Name Signs | 17 | 22.5 | \$1,343.79 |
| 446 | <u>STREET SWEEPING</u> | 6 | 0 | \$0.00 |
| | Sweeping Debris | 0 | 0 | \$0.00 |
| 446 | <u>TRAFFIC SERVICES</u> | | | |
| | Pavement Marking | 0 | 1 | \$51.35 |
| | Traffic Signs | 16 | 61 | \$3,793.03 |
| 446 | <u>WINTER MAINTENANCE</u> | | | |
| | Salting/Snow Plowing | 175.25 | 452.25 | \$82,515.54 |
| | Salt Pile Maintenance | 28.5 | 18 | \$1,244.04 |
| 528 | <u>RUBBISH/GARBAGE</u> | | | |
| | Barrels | 10 | 47.5 | \$1,994.83 |
| | Dumpster | 0 | 0 | \$0.00 |
| | Recycling | 0 | 0 | \$0.00 |
| | Leaf Pickup | 0 | 0 | \$0.00 |

Public Works Manhours
Quarterly Breakdown

Page -2-

| | | | | |
|-----|-------------------------------------|---------|--------|--------------|
| 751 | <u>PARKS</u> | | | |
| | City Park | 119 | 118.5 | \$6,668.24 |
| | Drake Park | 94.5 | 42.5 | \$1,898.50 |
| | Misc. Park | 12 | 2 | \$95.11 |
| | Sled Hill/Ice Rink | 1 | 17 | \$1,129.61 |
| 804 | <u>GOV. WARNER MUSEUM</u> | 57.5 | 40.5 | \$2,202.63 |
| 595 | <u>CIVIC THEATER</u> | 19.5 | 19.5 | \$993.45 |
| | <u>EQUIPMENT MAINTENANCE</u> | 365 | 293 | |
| | TOTALS: | 3165.25 | 3499.5 | \$248,396.45 |

*Cost includes crew and seasonal labor, material, equipment and overhead.

| DPW By Month 2013 | | | | |
|-----------------------|---------|----------|--------|---------|
| | January | February | March | Totals |
| Regular | 1075 | 1078.5 | 931.25 | 3084.75 |
| OT | 63.5 | 120.75 | 17.5 | 201.75 |
| DT | 9.5 | 0 | 0 | 9.5 |
| Jeff | | | | 0 |
| OT | | | | 0 |
| DT | | | | 0 |
| Jim | 3 | 18 | 0 | 21 |
| OT | 21 | 11 | 0 | 32 |
| DT | | | 2.5 | 2.5 |
| W&S | 9 | 5 | 16 | 30 |
| OT | 50 | 9.75 | 1 | 60.75 |
| DT | 16.5 | | | 16.5 |
| | 1247.5 | 1243 | 968.25 | 3458.75 |
| Less: Work in W&S | 75.5 | 14.75 | 17 | 107.25 |
| | 1172 | 1228.25 | 951.25 | 3351.5 |
| Sick | 47.25 | 10 | 31 | 88.25 |
| Holiday | 112 | 0 | 32 | 144 |
| Vac. | 32 | 8 | 0 | 40 |
| NP | 0 | 0 | 0 | 0 |
| Birthday | 0 | 8 | 0 | 8 |
| PD | 4.75 | 10.5 | 5.5 | 20.75 |
| BV | 8 | | 0 | 8 |
| Short Term Disability | | | | 0 |
| Emer | | | 4.5 | 4.5 |
| Funeral | | | | 0 |
| Floating Holiday | | | | 0 |
| | 204 | 36.5 | 73 | 313.5 |
| Totals | 968 | 1191.75 | 878.25 | 3038 |
| Seasonal | 0 | 0 | 0 | 0 |
| GRAND TOTAL | 968 | 1191.75 | 878.25 | 3038 |

**WATER & SEWER DEPARTMENT
QUARTERLY BREAKDOWN
January, 2013**

| | Account | ACTUAL MANHOURS | |
|-----|--|------------------------|--------------|
| | | 2013 | COST* |
| 620 | <u>Mtc. Supervision & Eng.</u> | 16.00 | \$727.49 |
| 621 | <u>Mtc. Transmission & Dist.</u> | | |
| | Water Repairs | 160.50 | \$19,162.16 |
| | Stop Box Locations/Repairs | 18.50 | \$972.77 |
| 622 | <u>Mtc. Of Sewer Lines</u> | | |
| | Sewer Repairs | 8.50 | \$449.78 |
| | Sewer Cleaning | 117.00 | \$7,965.42 |
| 623 | <u>Mtc. Of Meters</u> | 38.00 | \$2,608.14 |
| 624 | <u>Mtc. Of Hydrants</u> | 50.50 | \$2,586.85 |
| 625 | <u>Mtc. Of Sewage Treatment</u> | 10.50 | \$640.14 |
| 626 | <u>Mtc. Of Sewer Pumps</u> | | |
| | Maintenance | 34.00 | \$1,900.17 |
| | Daily Rounds | 25.00 | \$1,370.41 |
| 632 | <u>Meter Reading</u> | | |
| | Weekly & Monthly Reads | 11.00 | \$582.00 |
| | Quarterly Reads | 0.50 | \$29.91 |
| 633 | <u>Misc. Customer Service</u> (Finals, complaints, pool fills) | 0.00 | \$0.00 |
| 666 | <u>Mtc. Of General Plant</u> | 6.00 | \$272.81 |
| 668 | <u>Equipment Maintenance</u> | 76.75 | \$3,489.67 |
| 671 | <u>Inspections/Staking</u> | 30.00 | \$1,813.85 |
| | Cross Connection | 0.00 | \$0.00 |
| | TV Sewer Inspections | 0.00 | \$0.00 |
| | Dye Testing | 0.00 | \$0.00 |
| 672 | <u>New Water Taps</u> | 0.00 | \$0.00 |
| 673 | <u>New Sewer Taps</u> | 0 | |
| 690 | <u>New Water Lines</u> | 0 | |
| 691 | <u>New Sewer Lines</u> | 0 | |
| 692 | <u>New Meter Installations</u> | 0.00 | \$0.00 |
| 695 | <u>Other Improvements</u> | 0 | |
| | TOTALS: | 602.75 | \$44,571.57 |

*Cost includes regular manhours, seasonal labor, material, equipment and overhead.

**WATER & SEWER DEPARTMENT
QUARTERLY BREAKDOWN
February, 2013**

| Account | ACTUAL MANHOURS | |
|--|-----------------|-------------|
| | 2013 | COST* |
| 620 <u>Mtc. Supervision & Eng.</u> | 28.50 | \$1,150.83 |
| 621 <u>Mtc. Transmission & Dist.</u> | | |
| Water Repairs | 59.25 | \$6,142.47 |
| Stop Box Locations/Repairs | 63.50 | \$5,266.63 |
| 622 <u>Mtc. Of Sewer Lines</u> | | |
| Sewer Repairs | 2.00 | \$91.73 |
| Sewer Cleaning | 68.00 | \$3,988.86 |
| 623 <u>Mtc. Of Meters</u> | 4.00 | \$390.21 |
| 624 <u>Mtc. Of Hydrants</u> | 34.50 | \$2,152.63 |
| 625 <u>Mtc. Of Sewage Treatment</u> | 10.00 | \$552.59 |
| 626 <u>Mtc. Of Sewer Pumps</u> | | |
| Maintenance | 33.00 | \$1,628.42 |
| Daily Rounds | 22.00 | \$1,098.04 |
| 632 <u>Meter Reading</u> | | |
| Weekly & Monthly Reads | 8.00 | \$368.60 |
| Quartely Reads | 89.25 | \$4,717.23 |
| 633 <u>Misc. Customer Service</u> (Finals, complaints, pool fills) | 2.00 | \$97.21 |
| 666 <u>Mtc. Of General Plant</u> | 10.00 | \$403.80 |
| 668 <u>Equipment Maintenance</u> | 40.50 | \$1,635.39 |
| 671 <u>Inspections/Staking</u> | 5.00 | \$251.26 |
| Cross Connection | 0.00 | \$0.00 |
| TV Sewer Inspections | 0.00 | \$0.00 |
| Dye Testing | 0.00 | \$0.00 |
| 672 <u>New Water Taps</u> | 0.00 | \$0.00 |
| 673 <u>New Sewer Taps</u> | 0 | |
| 690 <u>New Water Lines</u> | 0 | |
| 691 <u>New Sewer Lines</u> | 0 | |
| 692 <u>New Meter Installations</u> | 0.00 | \$0.00 |
| 694 <u>Other Improvements</u> | 0 | |
| TOTALS: | 479.5 | \$29,935.90 |

*Cost includes regular manhours, seasonal labor, material, equipment and overhead.

**WATER & SEWER DEPARTMENT
QUARTERLY BREAKDOWN
March, 2013**

| Account | ACTUAL MANHOURS | |
|--|-----------------|-------------|
| | 2013 | COST* |
| 620 <u>Mtc. Supervision & Eng.</u> | 5.50 | \$185.08 |
| 621 <u>Mtc. Transmission & Dist.</u> | | |
| Water Repairs | 43.50 | \$3,221.11 |
| Stop Box Locations/Repairs | 19.50 | \$1,523.23 |
| 622 <u>Mtc. Of Sewer Lines</u> | | |
| Sewer Repairs | 9.00 | \$464.14 |
| Sewer Cleaning | 230.50 | \$14,193.82 |
| 623 <u>Mtc. Of Meters</u> | 24.50 | \$2,134.58 |
| 624 <u>Mtc. Of Hydrants</u> | 0.00 | \$0.00 |
| 625 <u>Mtc. Of Sewage Treatment</u> | 31.50 | \$1,614.24 |
| 626 <u>Mtc. Of Sewer Pumps</u> | | |
| Maintenance | 20.00 | \$954.80 |
| Daily Rounds | 32.50 | \$1,619.45 |
| 632 <u>Meter Reading</u> | | |
| Weekly & Monthly Reads | 2.50 | \$117.40 |
| Quartely Reads | 0.00 | \$0.00 |
| 633 <u>Misc. Customer Service</u> (Finals, complaints, pool fills) | 8.00 | \$383.36 |
| 666 <u>Mtc. Of General Plant</u> | 44.50 | \$1,796.91 |
| 668 <u>Equipment Maintenance</u> | 39.50 | \$1,595.01 |
| 671 <u>Inspections/Staking</u> | 12.00 | \$599.72 |
| Cross Connection | 0.00 | \$0.00 |
| TV Sewer Inspections | 0.00 | \$0.00 |
| Dye Testing | 0.00 | \$0.00 |
| 672 <u>New Water Taps</u> | 0.00 | \$0.00 |
| 673 <u>New Sewer Taps</u> | 0 | |
| 690 <u>New Water Lines</u> | 0 | |
| 691 <u>New Sewer Lines</u> | 0 | |
| 692 <u>New Meter Installations</u> | 0.00 | \$0.00 |
| 694 <u>Other Improvements</u> | 0 | |
| TOTALS: | 523 | \$30,402.86 |

*Cost includes regular manhours, seasonal labor, material, equipment and overhead.

**WATER & SEWER DEPARTMENT
QUARTERLY BREAKDOWN**

| Account | ACTUAL MANHOURS | | |
|--|-----------------|---------|--------------|
| | 2012 | 2013 | COST* |
| 620 <u>Mtc. Supervision & Eng.</u> | 19.00 | 50.00 | \$2,063.39 |
| 621 <u>Mtc. Transmission & Dist.</u> | | | |
| Water Repairs | 257 | 263.25 | \$28,525.74 |
| Stop Box Locations/Repairs | 86.5 | 101.50 | \$7,762.63 |
| 622 <u>Mtc. Of Sewer Lines</u> | | | |
| Sewer Repairs | 159.5 | 19.50 | \$1,005.64 |
| Sewer Cleaning | 462.5 | 415.50 | \$26,148.10 |
| 623 <u>Mtc. Of Meters</u> | 48 | 66.50 | \$5,132.93 |
| 624 <u>Mtc. Of Hydrants</u> | 0.5 | 85.00 | \$4,739.48 |
| 625 <u>Mtc. Of Sewage Treatment</u> | 62 | 52.00 | \$2,806.97 |
| 626 <u>Mtc. Of Sewer Pumps</u> | | | |
| Maintenance | 178 | 87.00 | \$4,483.39 |
| Daily Rounds | 78 | 79.50 | \$4,087.90 |
| 632 <u>Meter Reading</u> | | | |
| Weekly & Monthly Reads | 17 | 21.50 | \$1,068.01 |
| Quarterly Reads | 91.5 | 89.75 | \$4,747.14 |
| 633 <u>Misc. Customer Service</u> (Finals, complaints, pool fills) | 5.5 | 10.00 | \$480.58 |
| 666 <u>Mtc. Of General Plant</u> | 46.5 | 60.50 | \$2,473.52 |
| 668 <u>Equipment Maintenance</u> | 93.75 | 156.75 | \$6,720.07 |
| 671 <u>Inspections/Staking</u> | 40.5 | 47.00 | \$2,664.83 |
| Cross Connection | 14.5 | 0.00 | \$0.00 |
| TV Sewer Inspections | 79 | 0.00 | \$0.00 |
| Dye Testing | 0 | 0.00 | \$0.00 |
| 672 <u>New Water Taps</u> | 0 | 0.00 | \$0.00 |
| 673 <u>New Sewer Taps</u> | 0 | 0.00 | \$0.00 |
| 690 <u>New Water Lines</u> | 0 | 0.00 | \$0.00 |
| 691 <u>New Sewer Lines</u> | 0 | 0.00 | \$0.00 |
| 692 <u>New Meter Installations</u> | 0 | 0.00 | \$0.00 |
| 695 <u>Other Improvements</u> | 0 | 0.00 | \$0.00 |
| TOTALS: | 1739.25 | 1605.25 | \$104,910.33 |

*Cost includes regular manhours, seasonal labor, material, equipment and overhead.

| WATER & SEWER By Month 2013 | | | | |
|--|---------|----------|--------|---------|
| | January | February | March | Totals |
| Regular | 461.25 | 353.75 | 444 | 1259 |
| OT | 33 | 12.5 | 18 | 63.5 |
| DT | 3.5 | 0 | 0.5 | 4 |
| Jeff | | | | 0 |
| OT | | | | 0 |
| DT | | | | 0 |
| Jim | 29.5 | 91.5 | 43 | 164 |
| OT | 0 | 7 | 0.5 | 7.5 |
| DT | | | | 0 |
| DPW | 12 | 32.5 | 0 | 44.5 |
| OT | 15.5 | 48.25 | 33.75 | 97.5 |
| DT | 3.5 | | 2.5 | 6 |
| | 558.25 | 545.5 | 542.25 | 1646 |
| Less: Work in DPW | 31 | 80.75 | 36.25 | 148 |
| | 527.25 | 464.75 | 506 | 1498 |
| Sick | 17.25 | 81.25 | 31 | 129.5 |
| Holiday | 64 | 0 | 32 | 96 |
| Vac. | 24 | 0 | | 24 |
| NP | 0 | 0 | | 0 |
| Birthday | 8 | 0 | 0 | 8 |
| PD | 8.75 | 4.5 | 5.5 | 18.75 |
| BV | 0 | | | 0 |
| WC | | | | 0 |
| Emer | | | 4.5 | 4.5 |
| Funeral | | | | 0 |
| Floating Holiday | | | | 0 |
| | 122 | 85.75 | 73 | 280.75 |
| Totals | 405.25 | 379 | 433 | 1217.25 |
| Seasonal | 0 | 0 | 0 | 0 |
| Grand Total | 405.25 | 379 | 433 | 1217.25 |

**Farmington City Council
Staff Report**
Council Meeting Date:
June 3, 2013

**Reference
Number
(ID # 1274)**
Submitted by: Vincent Pastue, City Manager

Description: Request for "Tag Days" - Fundraising Event

Requested Action:

Move to approve special event request for "Tag Days" Fundraising Event scheduled for September 27-28, 2013

Background:

The Farmington High Schools' Band and Orchestra Boosters request permission to conduct a solicitation program on Friday, September 28, 2013 from 3:00 p.m. to 9:00 p.m. and on Saturday, September 28, 2013 from 7:00 a.m. to 6:00 p.m. The Farmington Public High Schools raise the majority of their band operating funds by sponsoring this event. Band members will collect funds at the entrances of local merchants. Permission from these merchants to conduct this solicitation is secured before the event. Students will be in uniform and under adult supervision.

Agenda Review
Review:

| | |
|----------------|---------|
| Vincent Pastue | Pending |
| City Manager | Pending |
| City Council | Pending |



May 19, 2013

City Manager
Attn: Cheryl Poole
City of Farmington
23600 Liberty
Farmington MI 48332

Dear City Manager:

The Music Boosters of Farmington, Harrison and North Farmington High Schools are once again sponsoring "TAG Days", our annual district-wide fundraising event for our very talented and dedicated music students. This fund raising event will take place Friday, September 27, from 3:00pm to 9:00pm and Saturday, September 28 from 7:00am to 6:00pm.

The students will have canisters and will be dressed in either their marching band or concert uniforms. They will be located in the sidewalk areas adjacent to the entrances of participating merchants to solicit donations from incoming customers. As a Thank You, the students will give away concert tickets, referred to as TAG's. This TAG will give the donor free admission to one of the concerts that will be performed by each of the high schools' band and orchestras and choirs.

The Farmington Public School Administration has approved this event for 2013. Accordingly, we are hereby requesting your support to continue this fund raising opportunity. We will be obtaining approval from the merchants that are participating in this fundraiser; please know the students will have adequate adult supervision during their shifts. In addition, we will be obtaining approval from each of the surrounding cities: Farmington Hills, Livonia and West Bloomfield.

This is an enormous fundraiser for our music programs. Many students benefit from the fundraiser in a variety of ways, such as hiring tutors and clinicians, providing needed supplies, helping out with band camps and other special projects.

Trusting that our application will again be approved, please mail your response to Jennifer Boros, 34070 Aspen Dr, Farmington Hills MI 48335 along with any donation the City feels it can contribute to this worthy cause. With the many cuts at the state level, any support the city could provide us would be greatly appreciated.

Once again, we are looking forward for your support. Any questions, please feel free to call me at 248 426 9594. Thank you in advance for your cooperation and support.

Sincerely,

Jennifer Boros
FHS TAG Days Chair
FHS Music Patrons
Vice President
borosjenn@att.net

**Farmington City Council
Staff Report**
Council Meeting Date:
June 3, 2013

**Reference
Number
(ID # 1275)**
Submitted by: Vincent Pastue, City Manager

Description: Special Event Request - DWNTWN/Crys Cloud

Requested Action:

Deny special event request for Crys Cloud - DWNTWN at the Sundquist Pavilion in Riley Park scheduled June 22, 2013

Background:

The City received a special event request from Austin Godwin to put on a concert in Riley Park June 22, 2013, 7:00 - 11:00 p.m. The concert called DWNTWN is to bring together folks that enjoy electronic music and dancing.

Mr. Godwin has extended invites to the concert through Facebook and Twitter and expects about 200-250 people. A small stage will be set up in the pavilion area with turntables, speakers, a DJ and a rapper.

Bob Schulz, Public Safety Director and I are not recommending this special event request. Denial of this application is due to the construction in the downtown, limited parking, concern with the size of the crowd and security measures need to be considered.

Mr. Godwin will attend the council meeting to discuss the concerns.

Agenda Review
Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

CITY OF FARMINGTON SPECIAL EVENT APPLICATION

Directions: Complete this application in accordance with the City of Farmington's Special Events Policy and return it to the City Manager's office at least thirty (30) days prior to the starting date of the event.

Sponsoring Organization's Legal Name Cry Cloud (Austin Godwin) Phone 248-497-3621
 Organization Address 32530 Oakwood Ct, Farmington Hills, 48334
 Organization's Agent Austin Godwin Phone 248-497-3621
 Agent's Title Crys Cloud
 Agent's Address 32530 Oakwood, Ct., Farmington Hills, 48334
 Event Name DWNTWN
 Event Purpose Bring people together to listen to some good electronic music.
 Event Dates June 22nd, 2013
 Event Times 7pm - 11pm
 Event Location Sundquist Pavilion in Riley Park, Downtown Farmington

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

- | | | | |
|-------------------------------------|------------------------|--------------------------|------------------------|
| <input type="checkbox"/> | City Operated Event | <input type="checkbox"/> | Co-Sponsored Event |
| <input checked="" type="checkbox"/> | Other Non-Profit Event | <input type="checkbox"/> | Other For-Profit Event |

2. **ANNUAL EVENT:** Is this event expected to occur next year? [YES] [NO]

If YES, you can reserve a date for next year with this application (See Policy Section 15). To reserve dates for next year, please provide the following information:

Normal Event Schedule _____
(i.e., third weekend in July)

Next year's specific dates: _____

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

4. **VENDORS:** Food Concessions [YES] [NO] Other vendors [YES] [NO]

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

5. **EVENT SIGNS:** Will this event include the use of signs? [YES] [NO]

If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: **Please complete sign illustration sheet on page 4 and include with the application.**

I will bring in a copy of
one of the signs, also, on
the May 20th meeting.

6. **EXEMPT PARKING:** Are you requesting exempt parking? (See Policy Section 5)

[YES] [NO]

7. **OTHER REQUESTS:** That the event could go
until 11 pm.

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

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

4/28/13
Date

Austin Dabini
Signature of Sponsoring Organization's Agent

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

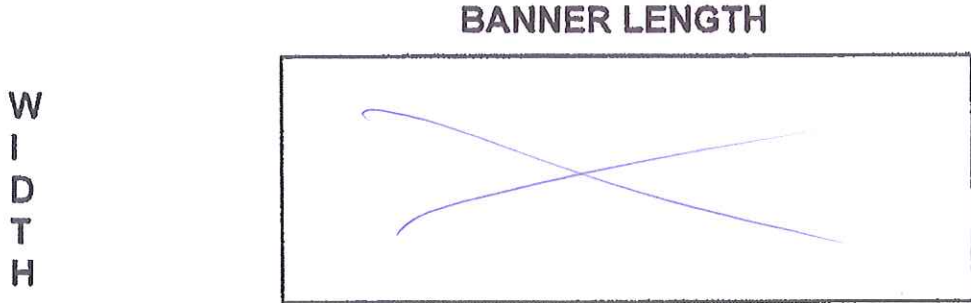
City of Farmington
City Manager's Office
23600 Liberty St.
Farmington, MI 48335

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

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

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

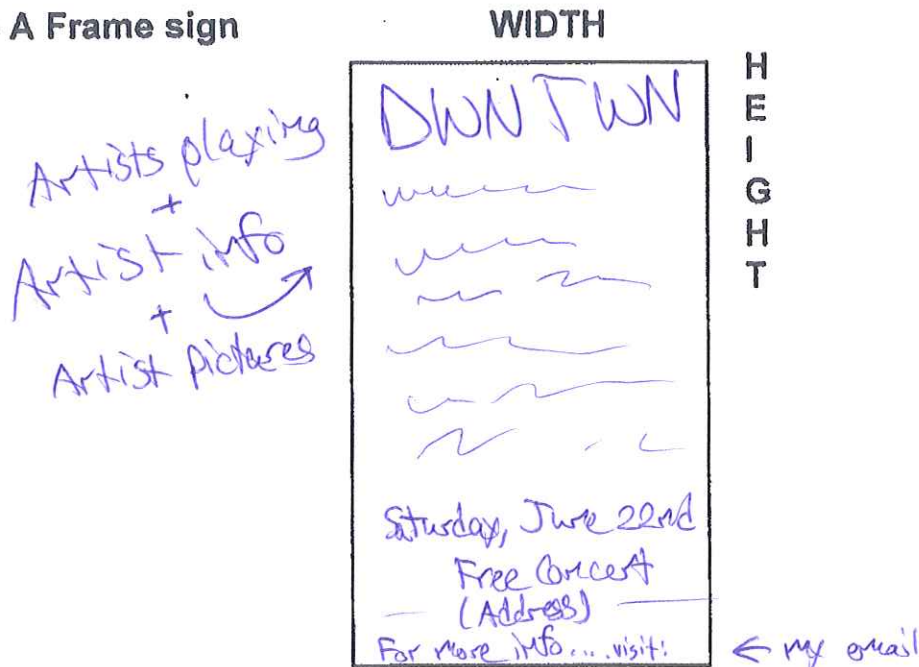
Total square footage of the banner cannot exceed 32 square feet.



Write copy of banner in the box.

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

Stand-up A Frame sign



Write sign copy inside sign area.

City of Farmington General Rules and Regulations

INDEMNIFICATION AGREEMENT

The Austin Godwin (C/o Crys Cloud) agree(s) to defend, indemnify, and hold harmless the City of Farmington, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the Austin Godwin (C/o Crys Cloud) by reason of any damage to property, personal injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Farmington or by third parties, or by the agents, servants, employees or factors of any of them.

Signature Austin Godwin Date: 4/28/13

Witness [Signature] Date: 4/28/13

**Farmington City Council
Staff Report**
Council Meeting Date:
June 3, 2013

**Reference
Number
(ID # 1276)**
Submitted by: Vincent Pastue, City Manager

Description: Special Event Request for Telangana Development Forum (TDF) - Detroit Chapter

Requested Action:

Move to Approve special event request for TDF- Detroit Chapter at Shiawassee Park scheduled June 15, 2013

Background:

The City received a special event request from Raj Gaddam, organizer for the Detroit Chapter of Telangana Development Forum. The event Vanabhojanalu - "Indian Religious Event" is scheduled for Saturday, June 15th, 10:00 a.m. - 6:00 p.m. in Shiawassee Park. They expect approximately 200 people socializing and playing games; attendees will bring food and there may be some cooking.

This is a non-profit organization created to organize seminars and community events to bring people of Telangana origin together to educate and discuss various problems they face as a people as well as provide cultural and family events to help strengthen community bonds.

City Administration is recommending approval of the special event request.

Agenda Review
Review:

| | |
|----------------|---------|
| Vincent Pastue | Pending |
| City Manager | Pending |
| City Council | Pending |

City of Farmington Special Event Application

Directions: Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's office at least 30 days prior to the starting date of the event.

Sponsoring Organization's Legal Name → Telangana Development forum.
TDF - Detroit chapter Phone 734-674-4708

Organization Address _____

Organization's Agent RAJ GADOAM Phone 734-674-4708

Agent's Title _____

Agent's Address 29301 MORNINGVIEW, Farmington Hills, ME-48334

Event Name VANABHOJANALU "Indian Religious event"

Event Purpose Gathering/Socializing, eat food, cook food (limited)
Potluck, PLAY sports. 200+ attendees

Event Dates June 15th

Event Times 10:00 AM - 6:00 PM

Event Location Schalassi Park

Parking - we are working with Farmington Administrative Building as well.

- TYPE OF EVENT: Based on Policy Section 2, this event is:

| | | | |
|-------------------------------------|------------------------|--------------------------|------------------------|
| <input type="checkbox"/> | City Operated Event | <input type="checkbox"/> | Co-sponsored Event |
| <input checked="" type="checkbox"/> | Other Non-Profit Event | <input type="checkbox"/> | Other For-Profit Event |
- ANNUAL EVENT: Is this event expected to occur next year [YES] [NO] (But venue might change)

If YES, you can reserve a date for next year with this application (See Policy Section 15). To reserve dates for next year, please provide the following information:

Normal Event Schedule
(e.g., third weekend in July)

mostly the last week before school ends

Next year's specific dates:

Not known yet

3. An **EVENT MAP** [is] [is not] attached. If you 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.

4. **VENDORS:** Food Concessions [YES] [NO] Other Vendors [YES] [NO]

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

5. **EVENT SIGNS:** Will this event include the use of signs [YES] [NO] (May be some)

If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: **Please complete sign illustration sheet on page 4 and include with the application.**

6. **EXEMPT PARKING:** Are you requesting exempt parking? (See Policy Section 5) [YES] [NO]

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

7. **OTHER REQUESTS:** is cooking allowed? Tents allowed?

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

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

5/28/2013
Date

A.R.S. Reddy
Signature of Sponsoring Organization's Agent

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

City Manager's Office
23600 Liberty Street
Farmington MI 48335

Phone: 248 474-5500-221

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

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

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

BANNER LENGTH

W
I
D
T
H

Write copy of banner in the box.

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

Stand-up A Frame sign

WIDTH

H
E
I
G
H
T

Write sign copy inside sign area.



మూడు కోట్ల మేటి ప్రజల గొంతొక్కటి కోర్కొక్కటి
'తెలంగాణ వెలసిన నిలిచి ఫలించాలే భారతాన' - కాళోజీ

[Home](#) | [About TDF](#) | [Press Center](#) | [Events](#) | [Contact](#) | [Sitemap](#)

About TDF

[TDF Project Form](#)
[TDF Constitution](#)
[TDF Executive Committee](#)
[Committees](#)
[TDF FAQ](#)

Appeal to PM

[Appeal to Voters](#)
[Telangana State FAQ](#)
[Research & Analysis](#)

Video

Audio Library

News Articles

Poetry

Send an Article

City Chapters

Discussion Forum



1. What is TDF?

TDF-USA is a not-for-profit organization created to provide a platform for People of Telangana Origin (POTOs) to come together to discuss various problems faced by Telangana people. Telangana is a **region** in south-central India, forming the northern part of the present-day state of Andhra Pradesh. The region has a rich tradition of culture and language with powerful expressions and sophisticated narratives. History, language, and dialect have molded Telangana sensibilities and identity. In spite of the abundant natural resources such as great rivers, fertile land, rich forest and mineral resources, Telangana today presents a desolate picture of poverty, endemic political violence and environmental devastation. The people of Telangana have been left behind in many areas of socio-economic development for various reasons. Betrayal of Telangana region and its people by successive governments, over many decades, aided and abetted by Telangana leaders, has contributed to this misery.

2. Who are we?

We are people of Telangana origin working towards the development of Telangana. We help any individual or group, political, non-political working for the development of Telangana.

3. What we do?

TDF-USA organizes seminars and community events to bring people together and educate ourselves about problems faced by Telangana people. TDF is also involved in voter education campaign during elections in Telangana. TDF-USA is also involved in organizing cultural and family events to help strengthen community bonds among Telangana people in USA. TDF will assist individuals and organizations that may want to take up charitable developmental activities in Telangana. TDF will take up organization development activities by building local chapters in major cities across USA and may assist with development of international communities similar to that of TDF-USA.

4. TDF Objectives:

Telangana Development Forum (TDF) works towards achieving the following goals:

- Providing a platform primarily for Non Resident Telangana people of Telangana Origin and their children and other people and organizations interested in the causes supported by TDF-USA to come together for broader discussion of various problems facing Telangana.
- Help eliminate blocks that are preventing Telangana being developed. TDF believes that having a separate Telangana state will put more control of its resources in the hands of Telangana people and help preserve its unique cultural identity.
- To strengthen cultural identity of Telangana among Telangana people living in North America.
- To develop and maintain an active web site that serves as a depository of information resources and links about Telangana along with a cyber space meeting place for the members to exchange and discuss views about Telangana issues.
- Assist the sponsors of developmental projects in Telangana through their funds channelization and bringing needy people, places, projects and implementation resources together through its foundation activities.

If you are interested to join TDF, please complete this [application form](#) and send it to the address listed on the form.

[Home](#) | [About TDF](#) | [Press Center](#) | [Events](#) | [Contact](#) | [Sitemap](#)
Telangana Development Forum - USA.

**Farmington City Council
Staff Report****Council Meeting Date:**
June 3, 2013**Reference
Number
(ID # 1277)****Submitted by:** Vincent Pastue, City Manager**Description:** Public Hearing - Fiscal Year 2013-14 Budget and Millage Rates**Requested Action:****Background:****Agenda Review****Review:**

Vincent Pastue Pending

City Manager Pending

City Council Pending

**Farmington City Council
Staff Report**

Council Meeting Date:
June 3, 2013

**Reference
Number**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Amend Fiscal Year 2012-13 Budget

Requested Action:

Move to Amend Fiscal Year 2012/13 Budget

Background:

Each June, City Administration requests that the City Council adopt a year-end budget amendment. The year-end amendment is based on the estimates provided by departments during the budget process. These estimates were shown in the "FY 2012-13 Projected Activity" column of the budget document presented to City Council on April 15, 2013. Below is a listing describing the significant changes (>\$50,000) by fund.

General Fund - Transfer, Debt Service Fund was decreased as the result of Administration deciding to keep the debt service reserve for the Drakeshire project in the General Fund rather than the Debt Service Fund. These funds are required to be set aside until the Drakeshire Bonds are paid off. Once they are paid, the funds will be usable by the General Fund. Transfer, Corridor Improvement Fund was increased by \$90,000 to record the commitment made by the City to fund the Corridor Improvement Authority in the amount of \$30,000 each year, for a 3 year period. Transfer, Capital Improvement Fund was increased \$250,000 due to the higher than expected surplus in the 2011-12 fiscal year.

Major Street Fund - Federal Grants, Transfer, Municipal Street Fund, and Construction were decreased because of a change in timing of the Drake Road project. Drake Road is now scheduled to take place in 2013-14. Operations and Maintenance was decreased due to the mild winter.

Municipal Street Fund - Transfer, Major Street Fund was decreased due to the postponement of the Drake Road project.

Capital Improvement Fund - Transfer, General Fund was increased \$250,000 due to the higher than expected surplus in the 2011-12 fiscal year.

Shiawassee Park Acquisition Capital Projects Fund - Fund budget was reduced to \$0 as the project was cancelled.

Grove Street Capital Projects Fund - Fund budget was added due to the issuance of bonds to pay for part of the cost of the Grove Street project.

Resolution (ID # 1282)

Meeting of June 3, 2013

Farmington Community Theater - Admissions/Rentals/Concessions and Operations & Maintenance were increased due to greater than anticipated attendance at the theater.

Agenda Review

Review:

Vincent Pastue Pending

City Manager Pending

City Council Pending

RESOLUTION NO. (ID # 1282)

CITY OF FARMINGTON

RESOLUTION _____

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

BE IT RESOLVED that the Farmington City Council hereby adjusts the FY 2012-13 budget as shown below; Budget Amendment No. 5; and

| GENERAL FUND | | | |
|-------------------------------------|--------------|--------------|-------------|
| | From | To | Inc./(Decr) |
| Beginning Fund Balance | \$ 2,801,568 | \$ 2,801,568 | \$ - |
| Revenues | | | |
| Property Taxes | \$ 4,262,952 | \$ 4,265,672 | \$ 2,720 |
| Licenses & Permits | 69,800 | 79,750 | 9,950 |
| Federal Grants | 96,878 | 101,173 | 4,295 |
| State Shared Revenues & Grants | 893,106 | 897,662 | 4,556 |
| Charges For Services | 1,715,951 | 1,718,444 | 2,493 |
| Fines & Forfeits | 500,500 | 485,500 | (15,000) |
| Other Revenues | 164,870 | 178,040 | 13,170 |
| Transfer, Capital Improvement Fund | 103,000 | 103,000 | - |
| Total Revenues | \$ 7,807,057 | \$ 7,829,241 | \$ 22,184 |
| Expenditures | | | |
| General Government | \$ 1,775,530 | \$ 1,727,846 | \$ (47,684) |
| Court | 466,538 | 470,097 | 3,559 |
| Public Safety | 3,733,911 | 3,721,146 | (12,765) |
| Public Services | 1,210,598 | 1,201,904 | (8,694) |
| Health & Welfare | 12,581 | 12,816 | 235 |
| Community & Economic Development | 185,675 | 150,636 | (35,039) |
| Recreation & Cultural | 454,570 | 439,025 | (15,545) |
| Transfer, Debt Service Fund | 203,200 | - | (203,200) |
| Transfer, Corridor Improvement Fund | - | 90,000 | 90,000 |
| Transfer, Capital Projects Fund | - | 250,000 | 250,000 |
| Contingency | 690 | - | (690) |
| Total Expenditures | \$ 8,043,293 | \$ 8,063,470 | \$ 20,177 |
| Ending Fund Balance | \$ 2,565,332 | \$ 2,567,339 | \$ 2,007 |

STREET FUNDS

| MAJOR STREET FUND: | | | |
|------------------------------------|---------------------|---------------------|---------------------|
| | From | To | Inc./(Decr) |
| Beginning Fund Balance | \$ 365,220 | \$ 365,220 | \$ - |
| Revenues | | | |
| Federal Grants | \$ 416,000 | \$ 46,200 | \$ (369,800) |
| State Shared Revenue | 383,926 | 383,926 | - |
| Contracts and Grants | 90,320 | 77,044 | (13,276) |
| Other Revenue | 150 | 50 | (100) |
| Transfer, Municipal Street Fund | 739,775 | 609,525 | (130,250) |
| Transfer, Capital Improvement Fund | 535,000 | 535,000 | - |
| Total Revenues | \$ 2,165,171 | \$ 1,651,745 | \$ (513,426) |
| Expenditures | | | |
| Construction | \$ 1,855,745 | \$ 1,445,802 | \$ (409,943) |
| Operation & Maintenance | 301,338 | 246,063 | (55,275) |
| Transfer, Local Street Fund | 3,849 | - | (3,849) |
| Transfer, Debt Service Fund | 139,688 | 139,688 | - |
| Total Expenditures | \$ 2,300,620 | \$ 1,831,553 | \$ (469,067) |
| Ending Fund Balance | \$ 229,771 | \$ 185,412 | \$ (44,359) |

| LOCAL STREET FUND: | | | |
|---------------------------------|-------------------|-------------------|--------------------|
| | From | To | Inc./(Decr) |
| Beginning Fund Balance | \$ 135,751 | \$ 135,751 | \$ - |
| Revenues | | | |
| State Shared Revenue | \$ 161,998 | \$ 161,998 | \$ - |
| Special Assessments | 12,600 | 14,850 | 2,250 |
| Other Revenues | 50 | 50 | - |
| Transfer, Municipal Street Fund | 146,500 | 127,000 | (19,500) |
| Transfer, Major Street Fund | 3,849 | - | (3,849) |
| Total Revenues | \$ 324,997 | \$ 303,898 | \$ (21,099) |
| Expenditures | | | |
| Construction | \$ 146,500 | \$ 127,253 | \$ (19,247) |
| Operation & Maintenance | 178,497 | 176,645 | (1,852) |
| Total Expenditures | \$ 324,997 | \$ 303,898 | \$ (21,099) |
| Ending Fund Balance | \$ 135,751 | \$ 135,751 | \$ - |

| MUNICIPAL STREET FUND: | | | |
|-------------------------------|-------------------|-------------------|---------------------|
| | From | To | Inc./(Decr) |
| Beginning Fund Balance | \$ 691,459 | \$ 691,459 | \$ - |
| Revenues | | | |
| Property Taxes | \$ 290,711 | \$ 289,671 | \$ (1,040) |
| Other Revenue | 750 | - | (750) |
| Total Revenues | \$ 291,461 | \$ 289,671 | \$ (1,790) |
| Expenditures | | | |
| Transfer, Major Street Fund | \$ 739,775 | \$ 609,525 | \$ (130,250) |
| Transfer, Local Street Fund | 146,500 | 127,000 | (19,500) |
| Total Expenditures | \$ 886,275 | \$ 736,525 | \$ (149,750) |
| Ending Fund Balance | \$ 96,645 | \$ 244,605 | \$ 147,960 |

CAPITAL PROJECTS FUNDS

| CAPITAL IMPROVEMENT CAPITAL PROJECTS FUND: | | | |
|---|---------------------|---------------------|--------------------|
| | From | To | Inc./.(Decr) |
| Beginning Fund Balance | \$ 1,950,117 | \$ 1,950,117 | \$ - |
| Revenues | | | |
| Investment Income | \$ 9,000 | \$ 9,000 | \$ - |
| Transfer, General Fund | - | 250,000 | 250,000 |
| Total Revenues | \$ 9,000 | \$ 259,000 | \$ 250,000 |
| Expenditures | | | |
| Transfer, General Operating | \$ 103,000 | \$ 103,000 | \$ - |
| Transfer, Major Street Fund | 535,000 | 535,000 | - |
| Transfer, Shiawassee Park Fund | 29,100 | - | (29,100) |
| Transfer, Nonvoted Debt Service | 170,417 | 136,424 | (33,993) |
| Transfer, Special Assess. Debt Service | 112,684 | 112,684 | - |
| Total Expenditures | \$ 950,201 | \$ 887,108 | \$ (63,093) |
| Ending Fund Balance | \$ 1,008,916 | \$ 1,322,009 | \$ 313,093 |

| SHIAWASSEE PARK ACQUISITION CAPITAL PROJECTS FUND: | | | |
|---|-------------------|-------------|---------------------|
| | From | To | Inc./.(Decr) |
| Beginning Fund Balance (Projected) | \$ - | \$ - | \$ - |
| Revenues | | | |
| Federal Grants | \$ 148,500 | \$ - | \$ (148,500) |
| Transfer, Capital Improvement Fund | 29,100 | - | (29,100) |
| Total Revenues | \$ 177,600 | \$ - | \$ (177,600) |
| Expenditures | | | |
| Trail Improvements | \$ 177,600 | \$ - | (177,600) |
| Total Expenditures | \$ 177,600 | \$ - | \$ (177,600) |
| Ending Fund Balance | \$ - | \$ - | \$ - |

| GROVE STREET CAPITAL PROJECTS FUND: | | | |
|---|-------------|---------------------|---------------------|
| | From | To | Inc./.(Decr) |
| Beginning Fund Balance (Projected) | \$ - | \$ - | \$ - |
| Revenues | | | |
| Bond Proceeds | \$ - | \$ 1,300,000 | \$ 1,300,000 |
| Total Revenues | \$ - | \$ 1,300,000 | \$ 1,300,000 |
| Expenditures | | | |
| Capital Outlay | \$ - | \$ 900,000 | \$ 900,000 |
| Cost of Bond Issuance | - | 50,000 | 50,000 |
| Total Expenditures | \$ - | \$ 950,000 | \$ 950,000 |
| Ending Fund Balance | \$ - | \$ 350,000 | \$ 350,000 |

ENTERPRISE FUNDS

| WATER & SEWER FUND: | | | |
|--------------------------------|---------------------|---------------------|---------------------|
| | <u>From</u> | <u>To</u> | <u>Inc./ (Decr)</u> |
| Beginning Fund Balance | \$ 1,884,029 | \$ 1,884,029 | \$ - |
| Revenues | | | |
| Water & Sewer Sales | 4,025,375 | 4,042,750 | 17,375 |
| Service Fees | 50,000 | 60,000 | 10,000 |
| Other Revenues | 9,000 | 11,500 | 2,500 |
| Total Revenues | \$ 4,084,375 | \$ 4,114,250 | \$ 29,875 |
| Expenditures | | | |
| Operations & Maintenance | \$ 3,615,811 | \$ 3,624,842 | \$ 9,031 |
| Capital Outlay | 372,130 | 324,801 | (47,329) |
| Debt, Principal and Interest | 210,367 | 210,519 | 152 |
| Total Expenditures | \$ 4,198,308 | \$ 4,160,162 | \$ (38,146) |
| Ending Fund Balance | \$ 1,770,096 | \$ 1,838,117 | \$ 68,021 |

| FARMINGTON COMMUNITY THEATRE FUND: | | | |
|---|-------------------|-------------------|---------------------|
| | <u>From</u> | <u>To</u> | <u>Inc./ (Decr)</u> |
| Beginning Fund Balance | \$ 37,229 | \$ 37,229 | \$ - |
| Revenues | | | |
| Admissions/Rentals/Concessions | \$ 417,650 | \$ 507,400 | \$ 89,750 |
| Other Revenues | 920 | 920 | - |
| Total Revenues: | \$ 418,570 | \$ 508,320 | \$ 89,750 |
| Expenditures | | | |
| Operations & Maintenance | \$ 400,729 | \$ 451,292 | \$ 50,563 |
| Capital Outlay | 17,000 | 11,000 | (6,000) |
| Total Expenditures | \$ 417,729 | \$ 462,292 | \$ 44,563 |
| Ending Fund Balance | \$ 38,070 | \$ 83,257 | \$ 45,187 |

DEBT SERVICE FUNDS

| NONVOTED DEBT SERVICE FUND: | | | |
|---|-------------------|-------------------|--------------------|
| | From | To | Inc./((Decr) |
| Beginning Fund Balance (Projected) | \$ 34,093 | \$ 34,093 | \$ - |
| Revenues | | | |
| Transfer, Capital Improvement Fund | \$ 170,417 | \$ 136,424 | \$ (33,993) |
| Total Revenues | \$ 170,417 | \$ 136,424 | \$ (33,993) |
| Expenditures | | | |
| Caddell Drain - Bonds, Principal | \$ 26,098 | \$ 26,098 | \$ - |
| Caddell Drain - Bonds, Interest | 2,457 | 2,457 | - |
| Caddell Drain - Bonds, Paying Agent | 36 | 36 | - |
| Building Authority Lease | 141,826 | 141,826 | - |
| Total Expenditures | \$ 170,417 | \$ 170,417 | \$ - |
| Ending Fund Balance | \$ 34,093 | \$ 100 | \$ (33,993) |

| DRAKESHIRE SPECIAL ASSESSMENT DEBT SERVICE | | | |
|---|-------------------|------------------|---------------------|
| | From | To | Inc./((Decr) |
| Beginning Fund Balance (Projected) | \$ - | \$ - | \$ - |
| Revenues | | | |
| Special Assessment | \$ 14,000 | \$ 14,000 | \$ - |
| Transfer, General Fund | 203,200 | - | 203,200 |
| Total Revenues | \$ 217,200 | \$ 14,000 | \$ 203,200 |
| Expenditures | | | |
| Bonds, Interest | \$ 13,000 | \$ 13,067 | \$ 67 |
| Total Expenditures | \$ 13,000 | \$ 13,067 | \$ 67 |
| Ending Fund Balance | \$ 204,200 | \$ 933 | \$ (203,267) |

INTERNAL SERVICE FUNDS

| EMPLOYEE ACCRUED BENEFITS FUND | | | |
|---|------------------|------------------|---------------------|
| | <u>From</u> | <u>To</u> | <u>Inc./ (Decr)</u> |
| Beginning Fund Balance (Projected) | \$ 7,085 | \$ 7,085 | \$ - |
| Revenues | | | |
| Other Revenues | \$ 1,500 | \$ 1,500 | \$ - |
| Transfer, General Fund | 10,000 | 42,000 | (32,000) |
| Total Revenues: | \$ 11,500 | \$ 43,500 | \$ (32,000) |
| Expenditures | | | |
| Salaries, Accrued Benefits | \$ 10,000 | \$ 42,000 | \$ 32,000 |
| Total Expenditures | \$ 10,000 | \$ 42,000 | \$ 32,000 |
| Ending Fund Balance | \$ 8,585 | \$ 8,585 | \$ - |

| SELF INSURANCE FUND: | | | |
|---|-------------------|-------------------|---------------------|
| | <u>From</u> | <u>To</u> | <u>Inc./ (Decr)</u> |
| Beginning Fund Balance (Projected) | \$ 341,119 | \$ 341,119 | \$ - |
| Revenues | | | |
| Charges for Service | \$ 173,172 | \$ 162,334 | \$ 10,838 |
| Other Revenues | 10,440 | 3,100 | 7,340 |
| Total Revenues | \$ 183,612 | \$ 165,434 | \$ 18,178 |
| Expenditures | | | |
| Claims Expense | \$ 9,600 | \$ 15,000 | \$ (5,400) |
| Admin and Reinsurance | 158,172 | 146,081 | 12,091 |
| Total Expenditures | \$ 167,772 | \$ 161,081 | \$ (6,691) |
| Ending Fund Balance | \$ 356,959 | \$ 345,472 | \$ (11,487) |

BE IT FURTHER RESOLVED that the City Treasurer is hereby authorized to pay all claims and accounts properly chargeable to the forgoing appropriations, as may be amended by the Council from time to time, provided that said claims and accounts have been lawfully incurred and approved by Council or any other elected or appointed officer of the City authorized to make such expenditures; and

BE IT FURTHER RESOLVED that the City Manager shall prepare for the Council a financial report each quarter on the status of City funds as contained within the City budget.

ROLL CALL:

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

SUSAN K. HALBERSTADT, CITY CLERK

.....
I, Susan K. Halberstadt, duly authorized Clerk for the City of Farmington, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Farmington City Council at a regular meeting held on Monday, June 3, 2013, in the City of Farmington, Oakland County, Michigan.

SUSAN K. HALBERSTADT, CITY CLERK

**Farmington City Council
Staff Report**
Council Meeting Date:
June 3, 2013

**Reference
Number
(ID # 1279)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Amend Fiscal Year 2012-13 Brownfield Redevelopment Authority and Corridor Improvement Authority Budgets

Requested Action:

Move to amend Fiscal Year 2012-13 Brownfield Redevelopment Authority and Corridor Improvement Authority Budgets as presented

Background:

City Administration is recommending that the City Council amend the current year budget for the Brownfield Redevelopment Authority Fund and the Corridor Improvement Authority Fund. There is currently a \$500 appropriation in the Brownfield Redevelopment budget. There is no appropriation in the Grand River Corridor Improvement Authority budget.

The first request is to increase the Brownfield Redevelopment Authority budget by \$1,500. This reflects the baseline environmental study that was conducted for the Dimitri's Restaurant site during the summer of 2012. This was approved by the Brownfield Redevelopment Authority board.

The second request is to transfer \$90,000 from the General Fund to the Corridor Improvement Authority Fund and to appropriate \$30,000 for expenditures. The joint corridor improvement authority agreement with Farmington Hills requires each city to commit \$30,000 each year over the first three years to insure a successful start. The \$30,000 in appropriations for the current year would be for the Corridor Visioning program.

Attached is the proposed budget for each fund. The FY 2012-13 Projected Budget column represents the requested amendment.

Agenda Review
Review:

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

CITY OF FARMINGTON
FISCAL YEAR 2013-14 PROPOSED BUDGET

8.B.a

Packet Pg. 45

| | FY 2010-11 Actual | FY 2011-12 Actual | FY 2012-13 Amended Budget | FY 2012-13 Projected Budget | FY 2013-14 Manager Proposed |
|---|----------------------|----------------------|---------------------------------|-----------------------------------|-----------------------------------|
| BROWNFIELD DEVELOPMENT AUTHORITY FUND SUMMARY | | | | | |
| Beginning Fund Balance | 7,533 | 19,338 | 28,921 | 28,921 | 24,841 |
| Revenues | 11,805 | 9,583 | 2,385 | (2,080) | 2,325 |
| Expenditures | 0 | 0 | (500) | (2,000) | (800) |
| Ending Fund Balance | 19,338 | 28,921 | 30,806 | 24,841 | 26,366 |
| Brownfield Development Authority Fund Revenues | | | | | |
| Property Taxes | | | | | |
| Property Taxes, Opr, TCF | 4,152 | 2,838 | 2,370 | 2,370 | 2,310 |
| Property Taxes, Opr, Rev | 0 | 0 | 0 | (4,465) | 0 |
| Property Taxes, Opr, Flagstar | 7,641 | 6,730 | 0 | 0 | 0 |
| Interest, Property Tax Revisions | 0 | 0 | 0 | 0 | 0 |
| Investment Income | 12 | 15 | 15 | 15 | 15 |
| Total Property Taxes | 11,805 | 9,583 | 2,385 | (2,080) | 2,325 |
| Total Revenues | 11,805 | 9,583 | 2,385 | (2,080) | 2,325 |
| Brownfield Development Authority Fund Expenditures | | | | | |
| Flagstar | | | | | |
| Contractual Services | 0 | 0 | 0 | 0 | 0 |
| Admin & Overhead | 0 | 0 | 0 | 2,000 | 0 |
| Transfer, Local Site Remediation Fund | 0 | 0 | 0 | 0 | 0 |
| Total Flagstar | 0 | 0 | 0 | 2,000 | 0 |
| TCF | | | | | |
| Contractual Services | 0 | 0 | 0 | 0 | 800 |
| Admin & Overhead | 0 | 0 | 500 | 0 | 0 |
| Total TCF | 0 | 0 | 500 | 0 | 800 |
| Total Expenditures | 0 | 0 | 500 | 2,000 | 800 |

CITY OF FARMINGTON
FISCAL YEAR 2013-14 PROPOSED BUDGET

8.B.a

Packet Pg. 46

| | FY 2010-11 Actual | FY 2011-12 Actual | FY 2012-13 Amended Budget | FY 2012-13 Projected Budget | FY 2013-14 Manager Proposed |
|--|----------------------|----------------------|---------------------------------|-----------------------------------|-----------------------------------|
|--|----------------------|----------------------|---------------------------------|-----------------------------------|-----------------------------------|

CORRIDOR IMPROVEMENT AUTHORITY FUND SUMMARY

| | | | | | |
|----------------------------|----------|----------|----------|---------------|----------|
| Beginning Fund Balance | 0 | 0 | 0 | 0 | 60,000 |
| Revenues | 0 | 0 | 0 | 90,000 | 0 |
| Expenditures | 0 | 0 | 0 | (30,000) | (60,000) |
| Ending Fund Balance | 0 | 0 | 0 | 60,000 | 0 |

Corridor Improvement Authority Fund Revenues

| | | | | | |
|----------------------------|----------|----------|----------|---------------|----------|
| Transfer from General Fund | 0 | 0 | 0 | 90,000 | 0 |
| Total Revenues | 0 | 0 | 0 | 90,000 | 0 |

Corridor Improvement Authority Fund Expenditures

| | | | | | |
|---------------------------|----------|----------|----------|---------------|---------------|
| Professional Services | 0 | 0 | 0 | 30,000 | 30,000 |
| Contingency | 0 | 0 | 0 | 0 | 30,000 |
| Total Expenditures | 0 | 0 | 0 | 30,000 | 60,000 |

Farmington City Council Staff Report

Council Meeting Date:
June 3, 2013

**Reference
Number**

Submitted by: Vincent Pastue, City Manager

Description: Consideration of Resolution to Adopt Fiscal Year 2013-14 Budget and Millage Rates

Requested Action:

Move to adopt resolution regarding Fiscal Year 2013-14 Budget and Millage Rates.

Background:

The City Manager submitted the Proposed Fiscal Year 2013-14 Proposed Budget at the April 15 Council meeting as required by the City Charter. There were a few minor changes affecting the General Fund, Water and Sewer Fund, and Capital Improvements Fund which were noted at the May 20th meeting. As required by the City Charter and the Uniform Budgeting and Accounting Act, the City Council scheduled a budget and millage public hearing with the proposed overall millage rate set at 15.0000 mills. The public notice was published in the Farmington Observer and posted on the City's website.

Contained below is a summary of the overall fund budgets. The amounts in the resolution can be changed prior to the adoption of the budget. In addition, the resolution contains language to levy a total of 15.0000 mills. 14 mills are allocated for general operation purposes and one mill is levied for road improvements.

| | |
|--|--------------|
| General Fund | \$ 7,855,198 |
| Major Street Fund | 913,062 |
| Local Street Fund | 616,497 |
| Municipal Street Fund | 475,000 |
| Capital Improvements Fund | 360,501 |
| Grove Street Capital Projects Fund | 350,000 |
| Water and Sewer Fund | 4,395,300 |
| Farmington Community Theater Fund | 727,944 |
| 2007 MTA 175 Debt Service Fund | 140,885 |
| Non voted Debt Service Fund | 190,357 |
| Special Assessment Debt Service Fund | 154,358 |
| Streetscape Debt Service | 76,551 |
| Drakeshire Special Assessment Debt Service | 24,000 |
| Grove Special Assessment Debt Service | 48,330 |
| Self Insurance Fund | 161,081 |
| Employee Accrued Benefits | 10,000 |
| DPW Equipment Revolving Fund | 298,832 |

Agenda Review

Review:

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

RESOLUTION NO. (ID # 1280)

CITY OF FARMINGTON

RESOLUTION _____

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

WHEREAS, the City Manager has presented to the Council a proposed budget for the fiscal year beginning July 1, 2013 in accordance with the provisions of the City Charter; and

WHEREAS, the City Council has held public hearings in accordance with the provisions of the State Constitution and Statutes and the City Charter; now

THEREFORE BE IT RESOLVED that the Farmington City Council hereby adopts the FY 2013-14 budget as shown in the proposed FY 2013-14 budget document and including such changes to the proposed budget as approved by Council; and

BE IT FURTHER RESOLVED that the City Treasurer is hereby authorized to pay all claims and accounts properly chargeable to the appropriations contained in the FY 2013-14 budget, as may be amended by the Council from time to time, provided that said claims and accounts have been lawfully incurred and approved by Council or any other elected or appointed officer of the City authorized to make such expenditures; and

BE IT FURTHER RESOLVED that the City Manager shall report to the Council quarterly on the status of expenditures as authorized in this budget appropriations resolution; and

BE IT FURTHER RESOLVED that to meet the requirements for budgeted appropriations for the General Fund the City Treasurer is hereby directed to spread taxes on real and personal property in the amount of fourteen dollars (\$14.0000) per thousand dollars of Taxable Value; and

BE IT FURTHER RESOLVED that the City Treasurer is hereby directed to spread taxes on real and personal property in the amount of one dollar (\$1.00) per thousand dollars of Taxable Value to collect the voter approved, dedicated millage for road improvements; and

BE IT FURTHER RESOLVED that property tax payments which have been deferred in accordance with State of Michigan Statutes may be unpaid until February 28 without penalty; and

BE IT FURTHER RESOLVED that the City shall collect a one percent (1%) administration fee on all taxes collected by the City; and

BE IT FURTHER RESOLVED that all summer taxes unpaid as of September 1 will incur a 1% collection fee and interest will be charged at the rate of 1% per month in accordance with the provisions of the City Charter; and, that all winter taxes unpaid as of February 15 through the last day of February shall be assessed a three percent (3%) penalty in accordance with the provisions of the State of Michigan Statutes.

BE IT FURTHER RESOLVED that the following sums are hereby appropriated as the budget for the City of Farmington for fiscal year 2013-2014, beginning July 1, 2013 and ending June 30, 2014:

FISCAL YEAR 2013-14 BUDGET

GENERAL FUND

| | |
|---|---------------------|
| Beginning Fund Balance (Projected) | \$ 2,567,339 |
| Revenues | |
| Property Taxes | \$ 4,296,000 |
| Licenses & Permits | 82,200 |
| Federal Grants | 22,000 |
| State Shared Revenues & Grants | 916,016 |
| Charges For Services | 1,819,982 |
| Fines & Forfeits | 480,500 |
| Other Revenues | 183,000 |
| Transfer, Capital Improvement Fund | 55,500 |
| Total Revenues | \$ 7,855,198 |
| Expenditures | |
| General Government | \$ 1,751,621 |
| Court | 499,749 |
| Public Safety | 3,773,976 |
| Public Services | 1,116,315 |
| Health & Welfare | 12,846 |
| Community & Economic Development | 185,285 |
| Recreation & Cultural | 515,406 |
| Total Expenditures | \$ 7,855,198 |
| Ending Fund Balance | \$ 2,567,339 |

STREET FUNDS

| MAJOR STREET FUND: | | LOCAL STREET FUND: | |
|---|-------------------|---|-------------------|
| Beginning Fund Balance (Projected) | \$ 185,412 | Beginning Fund Balance (Projected) | \$ 135,751 |
| Revenues | | Revenues | |
| Federal Grants | \$ 323,400 | State Shared Revenue | \$ 163,087 |
| State Shared Revenue | 386,266 | Special Assessments | 12,150 |
| Contracts and Grants | 90,320 | Other Revenues | 50 |
| Other Revenue | 50 | Transfer, Municipal Street Fund | 400,000 |
| Transfer, Municipal Street Fund | 75,000 | Total Revenues | \$ 575,287 |
| Total Revenues | \$ 875,036 | | |
| Expenditures | | Expenditures | |
| Construction | \$ 471,000 | Construction | \$ 433,376 |
| Operation & Maintenance | 301,177 | Operation & Maintenance | 183,121 |
| Transfer, Debt Service Fund | 140,885 | Total Expenditures | \$ 616,497 |
| Total Expenditures | \$ 913,062 | | |
| Ending Fund Balance | \$ 147,386 | Ending Fund Balance | \$ 94,541 |

| MUNICIPAL STREET FUND: | |
|---|-------------------|
| Beginning Fund Balance (Projected) | \$ 244,605 |
| Revenues | |
| Property Taxes | \$ 292,234 |
| Total Revenues | \$ 292,234 |
| Expenditures | |
| Transfer, Major Street Fund | \$ 75,000 |
| Transfer, Local Street Fund | 400,000 |
| Total Expenditures | \$ 475,000 |
| Ending Fund Balance | \$ 61,839 |

| CAPITAL IMPROVEMENT FUND | |
|---|---------------------|
| Beginning Fund Balance (Projected) | \$ 1,322,010 |
| Revenues | |
| Sale of Capital Assets, Gen Gov | \$ 250,000 |
| Other Revenue | 7,000 |
| Total Revenues | \$ 257,000 |
| Expenditures | |
| Transfer, General Operating | \$ 55,500 |
| Transfer, Nonvoted Debt Service | 190,357 |
| Transfer, Special Assess. Debt Service | 114,644 |
| Total Expenditures | \$ 360,501 |
| Ending Fund Balance | \$ 1,218,509 |

| GROVE STREET CAPITAL PROJECTS FUND: | |
|--|-------------------|
| Beginning Fund Balance (Projected) | \$ 350,000 |
| Revenues | |
| | \$ - |
| Total Revenues | \$ - |
| Expenditures | |
| Capital Outlay | \$ 90,000 |
| Construction | 260,000 |
| Total Expenditures | \$ 350,000 |
| Ending Fund Balance | \$ - |

| WATER & SEWER FUND: | | |
|---|-----------|------------------|
| Beginning Fund Balance (Projected) | \$ | 1,838,117 |
| Revenues | | |
| Water & Sewer Sales | \$ | 4,242,260 |
| Service Fees | | 60,000 |
| Other Revenues | | 10,000 |
| Total Revenues | \$ | 4,312,260 |
| Expenditures | | |
| Operations & Maintenance | \$ | 3,761,239 |
| Capital Outlay | | 426,442 |
| Debt, Principal and Interest | | 207,619 |
| Total Expenditures | \$ | 4,395,300 |
| Ending Fund Balance | \$ | 1,755,077 |

| FARMINGTON COMMUNITY THEATER FUND: | | |
|---|-----------|----------------|
| Beginning Fund Balance (Projected) | \$ | 83,257 |
| Revenues | | |
| Admissions/Rentals/Concessions | \$ | 564,000 |
| Bond Proceeds | | 180,000 |
| Other Revenues | | 920 |
| Total Revenues: | \$ | 744,920 |
| Expenditures | | |
| Operations & Maintenance | \$ | 507,944 |
| Debt Service | | 40,000 |
| Capital Outlay | | 180,000 |
| Total Expenditures | \$ | 727,944 |
| Ending Fund Balance | \$ | 100,233 |

| 2007 MTA 175 DEBT SERVICE FUND: | |
|------------------------------------|-------------------|
| Beginning Fund Balance (Projected) | \$ - |
| Revenues | |
| Transfer, Major Street Fund | \$ 140,885 |
| Total Revenues | \$ 140,885 |
| Expenditures | |
| Bonds, Principal | \$ 100,000 |
| Bonds, Interest | 40,560 |
| Bonds, Paying Agent | 325 |
| Total Expenditures | \$ 140,885 |
| Ending Fund Balance | \$ - |

| NONVOTED DEBT SERVICE FUND: | |
|-------------------------------------|-------------------|
| Beginning Fund Balance (Projected) | \$ 100 |
| Revenues | |
| Transfer, Capital Improvement Fund | \$ 190,357 |
| Total Revenues | \$ 190,357 |
| Expenditures | |
| Caddell Drain - Bonds, Principal | \$ 25,307 |
| Caddell Drain - Bonds, Interest | 1,493 |
| Caddell Drain - Bonds, Paying Agent | 36 |
| Building Authority Lease | 163,521 |
| Total Expenditures | \$ 190,357 |
| Ending Fund Balance | \$ 100 |

| SPECIAL ASSESSEMENT DEBT SERVICE FUND | |
|---------------------------------------|-------------------|
| Beginning Fund Balance (Projected) | \$ 2,738 |
| Revenues | |
| Special Assessment | \$ 31,179 |
| Other Revenues | 8,535 |
| Transfer, Capital Improvement Fund | 114,644 |
| Total Revenues | \$ 154,358 |
| Expenditures | |
| Bonds, Principal | \$ 120,000 |
| Bonds, Interest | 34,133 |
| Bonds, Paying Agent | 225 |
| Total Expenditures | \$ 154,358 |
| Ending Fund Balance | \$ 2,738 |

| STREETSCAPE DEBT SERVICE FUND | |
|------------------------------------|------------------|
| Beginning Fund Balance (Projected) | \$ - |
| Revenues | |
| DDA Contribution | \$ 76,551 |
| Total Revenues | \$ 76,551 |
| Expenditures | |
| Bonds, Principal | \$ 35,000 |
| Bonds, Interest | 41,451 |
| Bonds, Paying Agent | 100 |
| Total Expenditures | \$ 76,551 |
| Ending Fund Balance | \$ - |

| DRAKESHIRE SPECIAL ASSESSMENT DEBT SERVICE | |
|--|------------------|
| Beginning Fund Balance (Projected) | \$ 933 |
| Revenues | |
| Special Assessment | \$ 24,000 |
| Total Revenues | \$ 24,000 |
| Expenditures | |
| Bonds, Interest | \$ 24,000 |
| Total Expenditures | \$ 24,000 |
| Ending Fund Balance | \$ 933 |

| GROVE SPECIAL ASSESSMENT DEBT SERVICE FUND | |
|--|------------------|
| Beginning Fund Balance (Projected) | \$ - |
| Revenues | |
| Special Assessment | \$ 30,000 |
| Other Revenues | \$ 27,000 |
| DDA Contribution | 35,000 |
| Total Revenues | \$ 92,000 |
| Expenditures | |
| Bonds, Principal | \$ 10,000 |
| Bonds, Interest | 38,080 |
| Bonds, Paying Agent | 250 |
| Total Expenditures | \$ 48,330 |
| Ending Fund Balance | \$ 43,670 |

INTERNAL SERVICE FUNDS

| EMPLOYEE ACCRUED BENEFITS FUND | | |
|---|----|---------------|
| Beginning Fund Balance (Projected) | \$ | 8,585 |
| Revenues | | |
| Other Revenues | \$ | 11,500 |
| Total Revenues: | \$ | 11,500 |
| Expenditures | | |
| Salaries, Accrued Benefits | \$ | 10,000 |
| Total Expenditures | \$ | 10,000 |
| Ending Fund Balance | \$ | 10,085 |

| SELF INSURANCE FUND: | | |
|---|----|----------------|
| Beginning Fund Balance (Projected) | \$ | 345,472 |
| Revenues | | |
| Charges for Service | \$ | 162,334 |
| Other Revenues | | 3,100 |
| Total Revenues | \$ | 165,434 |
| Expenditures | | |
| Claims Expense | \$ | 15,000 |
| Admin and Reinsurance | | 146,081 |
| Total Expenditures | \$ | 161,081 |
| Ending Fund Balance | \$ | 349,825 |

| DPW EQUIPMENT REVOLVING FUND | | |
|---|----|----------------|
| Beginning Fund Balance (Projected) | \$ | - |
| Revenues | | |
| Equipment Rental | \$ | 390,865 |
| Other Revenues | | 50 |
| Total Revenues | \$ | 390,915 |
| Expenditures | | |
| Operations & Maintenance | \$ | 266,332 |
| Capital Outlay | | 32,500 |
| Total Expenditures | \$ | 298,832 |
| Ending Fund Balance | \$ | 92,083 |

Attachment: Budget Adoption Resolution 13-14 (1) (1280) : Consideration of Resolution to Adopt Fiscal

the foregoing appropriations, as may be amended by the Council from time to time, provided that said claims and accounts have been lawfully incurred and approved by Council or any other elected or appointed officer of the City authorized to make such expenditures; and

BE IT FURTHER RESOLVED that the City Manager shall prepare for the Council a financial report each quarter on the status of City funds as contained within the City budget.

ROLL CALL:

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

SUSAN K. HALBERSTADT, CITY CLERK

I, Susan K. Halberstadt, duly authorized Clerk for the City of Farmington, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Farmington City Council at a regular meeting held on Monday, June 3, 2013, in the City of Farmington, Oakland County, Michigan.

SUSAN K. HALBERSTADT, CITY CLERK

**Farmington City Council
Staff Report**

Council Meeting Date:
June 3, 2013

**Reference
Number**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Adopt Downtown Development Authority's Fiscal Year 2013-14 Budget and Confirm Principal Shopping District Special Assessment

Requested Action:

Move to approve resolution to adopt the Fiscal Year 2013-14 Downtown Development Authority Budget and confirm 2013 Principal Shopping District special assessment.

Background:

The Farmington Downtown Development Authority (DDA) presented their proposed Fiscal Year 2013-14 Budget and work plan to the City Council at the May 6 study session. The Principal Shopping District special assessment shall remain constant at \$216,000.

City Administration is recommending that the City Council adopt the attached resolution which will establish the DDA appropriation for Fiscal Year 2013-14 in the amount of \$865,995 and will also maintain the PSD assessment at \$216,000.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

RESOLUTION NO. (ID # 1281)
RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL ADOPTING THE FISCAL YEAR 2013-14 BUDGET FOR THE FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY.

WHEREAS, the Farmington Downtown Development Authority (DDA) presented a proposed budget to the City Council for Fiscal Year 2013-14 in the amount of \$865,995; and

WHEREAS, the DDA also provides a work plan associated with the proposed budget; and

WHEREAS, the City Council adopted a resolution at its April 16, 2012 meeting to renew the Principal Shopping District (PSD) special assessment for five year period; and

WHEREAS, the PSD renewal resolution authorized the PSD assessment to be set at \$216,000 for Fiscal Year 2013-14; and

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby adopts the Fiscal Year 2013-14 Downtown Development Authority Budget in the amount of \$865,995.

BE IT FURTHER RESOLVED that the Farmington City Council hereby sets the Principal Shopping District special assessment for Fiscal Year 2013-14 at \$216,000.

BE IT FURTHER RESOLVED that the City Treasurer is directed to collect incremental taxes eligible for capture under an incremental financing plan established by the Farmington Downtown Development Authority and disburse the captured tax revenues to the Authority.

**Farmington City Council
Staff Report**

Council Meeting Date:
June 3, 2013

**Reference
Number**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Adopt Fiscal Year 2013-14 47th District Court, Brownfield Redevelopment Authority and Joint Agency Budgets

Requested Action:

Move to adopt Fiscal Year 2013-14 Budget Resolution for the 47th District Court, Brownfield Redevelopment Authority, and joint agency budgets.

Background:

City Administration is recommending that the City Council adopt separate budgets for the 47th District Court, the Brownfield Redevelopment Authority, the Corridor Improvement Authority, and the joint agency budgets. The Brownfield Redevelopment Authority and Corridor Improvement Authority are separate agencies of the City. While the City Council is responsible for adopting the budgets for these agencies, they are not involved with its day-to-day management and oversight.

City Administration is recommending that the Council adopt the Fiscal Year 2013-14 Brownfield Redevelopment Authority Budget at \$800. The budget is significantly less than previous fiscal years. TCF Bank appealed its property assessment to the Michigan Tax Tribunal and won. This altered the repayment schedule as a result of the reduced tax increment capture to refund them for previous remediation work.

The Corridor Improvement Authority was established in the last couple of years. The Fiscal Year 2013-14 Budget for the Corridor Improvement Authority would be \$60,000. \$30,000 would be appropriated for the development and tax increment finance plan and \$30,000 for contingency.

City Administration is recommending a separate budget approval for the 47th District Court that incorporates the total budget and contributions from the City of Farmington and Farmington Hills. The City of Farmington is involved with handling the general accounting, payroll, and administering the budget for the 47th District Court. The Court's budget is reviewed and recommended for approval by both Farmington and Farmington Hills City Councils. It is necessary to formalize this approval by a separate budget adoption procedure. The Fiscal Year 2013-14 Budget for the 47th District Court would be \$3,177,300. The City of Farmington's contribution for Fiscal Year 2013-14 is approximately \$25,000 more than the current fiscal year.

Finally, City Administration is recommending that the joint agency budgets with Farmington Hills also be incorporated into a separate budget approval. This would

Resolution (ID # 1283) Meeting of June 3, 2013
include budgets for the Children, Youth and Families; Farmington Area Arts
Commission; Farmington Youth Assistance; Mayor's Youth Council; Commission on
Aging; Citizens Corp for Emergency Preparedness; and Multicultural/Multiracial Council.
The total for these agency budgets would be \$12,211.

Agenda Review

Review:

Vincent Pastue Pending

City Manager Pending

City Council Pending

RESOLUTION NO. (ID # 1283)
RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL ADOPTING THE FISCAL YEAR 2013-14 BUDGETS FOR THE 47th DISTRICT COURT, BROWNFIELD REDEVELOPMENT AUTHORITY, CORRIDOR IMPROVEMENT AUTHORITY, AND JOINT AGENCY BUDGETS.

WHEREAS, the City of Farmington provides funding to agencies shared with the City of Farmington Hills; and

WHEREAS, the Farmington Brownfield Redevelopment Authority recommends that the City Council adopt the Fiscal Year 2013-14 Budget for the Brownfield Redevelopment Fund in the amount of \$800; and

WHEREAS, City Administration recommends a Fiscal Year 2013-14 appropriation of \$60,000 for the Grand River Corridor Improvement Authority; and

WHEREAS, the City of Farmington shares district control unit responsibility for the 47th District Court and as a district control unit is responsible for approving the Court's annual budget and appropriating Farmington's share of funding required to fund the Court budget, and

WHEREAS, the City Councils for the City of Farmington and Farmington Hills reviewed and agreed on the requested budget from the 47th District Court; and

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby adopts the Fiscal Year 2013-14 budgets and approves Farmington's share of funding for the following City authorities and joint agencies:

1. Joint Agencies

| | |
|--|---------|
| Children, Youth and Families | \$ 277 |
| Farmington Area Arts Commission | \$ 94 |
| Farmington Youth Assistance | \$4,998 |
| Mayor's Youth Council | \$ 446 |
| Commission on Aging | \$ 187 |
| Citizens Corp for Emergency Preparedness | \$ 266 |
| Multicultural/Multiracial Council | \$5,943 |

2. Farmington Brownfield Redevelopment Authority \$ 800

3. Grand River Corridor Improvement Authority \$ 60,000

4. 47th District Court

| | |
|---------------------------------------|-------------------------|
| Resolution (ID # 1283) | Meeting of June 3, 2013 |
| Total Appropriation | \$3,177,300 |
| City of Farmington Hills Contribution | \$2,507,164 |
| City of Farmington Contribution | 499,749 |
| Other Revenues | 146,501 |
| Appropriation of Fund Balance | <u>23,886</u> |
| | \$3,177,300 |

BE IT FURTHER RESOLVED that the City Treasurer is directed to collect incremental taxes eligible for capture under an incremental financing plan established by the Farmington Brownfield Redevelopment Authority and disburse the captured tax revenues to the Authority.

**Farmington City Council
Staff Report**
Council Meeting Date:
June 3, 2013

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

Description: Consideration to Adopt Resolution to Amend Residential Refuse/Recycling User Charge

Requested Action:

Move to adopt resolution to amend Residential Refuse/Recycling User Charge effective July 1, 2013

Background:

In 2008, the City established a separate user charge that would be placed on the July and December tax bills for residential units. The Refuse/recycling user charge is structured to cover the full cost of residential refuse collection, yard waste collection, recycling, the household hazardous waste collection program, RRRASOC administrative costs, and the cost associated with the fall leaf collection program.

The following condominium units do not receive the leaf collection service in the Fall: Tana Hill (6), Adams Manor (6), Pinewoods (40), Winset (55), Tall Pines (3), and Heritage Village (78). As a result, City Administration is recommending that we establish a separate fee that would exclude the leaf collection costs for these 188 units. The attached resolution establishes a separate charge for the units.

Chapter 16 of the City Code contains a provision which allows the City Clerk to waive the recycling fee based on applications verifying economic hardship or permanent physical handicap. Each year, the clerk receives five or six such applications. The contract with Waste Management implemented in October 2008, does not provide a per unit cost breakdown for the solid waste, recycling collection, and yard waste services. The Recycling Assessment, which was \$96.38 in 2007, was based on the cost of recycling, yard waste collection and the City leaf collection program. In 2012, the City Council set the recycling waiver fee at \$105.00. City Administration is recommending that the fee increase to \$108.00.

Agenda Review
Review:

| | |
|----------------|---------|
| Vincent Pastue | Pending |
| City Manager | Pending |
| City Council | Pending |

RESOLUTION NO. (ID # 1284)
RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING RESIDENTIAL REFUSE/RECYCLING USER FEE, AMENDING A REFUSE/RECYCLING FEE WITHOUT THE LEAF COLLECTION PROGRAM, AND AMENDING THE DOLLAR AMOUNT SUBJECT TO THE RECYCLING WAIVER, EFFECTIVE JULY 1, 2013.

WHEREAS, the Farmington City Council is authorized by Section 16-34 of the Code of Ordinances to establish a residential user fee to defray the City's costs for providing solid waste collection and disposal, recycling collection and processing, recycling administration, yard waste collection and processing, leaf collection and processing, and household hazardous waste collection and processing services; and

WHEREAS, the City of Farmington contracts with Waste Management, Inc. to provide solid waste collection, yard waste collection, and recycling collection services for residential customers in the City, for which the City pays a contractual fee; and

WHEREAS, the City of Farmington has agreed to deliver recycled materials to the facility owned by the Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC); and

WHEREAS, the City of Farmington, along with other participating communities, contracts with RRRASOC to administer the recycling facility and other recycling programs in exchange for a fee paid to RRRASOC; and

WHEREAS, the City of Farmington participates in the Household Hazardous Waste Collection Program administered by RRRASOC; and

WHEREAS, as part of the City's recycling program, each fall the Farmington Department of Public Works collects and disposes of leaves raked to the curb by residents; and

WHEREAS, the Refuse/Recycling User Fee is intended to defray the City's expenses in providing these services to its residents as estimated in the Fiscal Year 2013-14 Budget, effective July 1, 2013.

WHEREAS, there are 2,754 residential units that currently receive all of the refuse/recycling services within the City of Farmington; and

WHEREAS, there are 188 condominium units that receive all of the refuse/recycling services except for the leaf collection program; and

Resolution (ID # 1284)

Meeting of June 3, 2013

WHEREAS, in accordance with the preceding, the user fee would be based on the costs incurred by the City for the 2013-14 fiscal year in accordance with the following:

| | <u>Annual Budget</u> | <u>Per Unit Cost</u> |
|---|--------------------------|--------------------------|
| Waste Management Service Contract | \$426,600 | \$ 145.00 |
| Recycling Administration | 12,965 | 4.41 |
| Hazardous Waste Collection and Services | 20,000 | 6.80 |
| Other Operating Expenses | <u>43,933</u> | <u>14.93</u> |
| Total | <u>\$503,498</u> | <u>\$ 171.14</u> |

WHEREAS, the unit price for residential units receiving leaf collection program service is \$38.25 based on a budgeted cost of \$105,335 for Fiscal Year 2013-14 and 2,754 residential units; and

WHEREAS, Chapter 16, Garbage and Rubbish, of the City Code permits a waiver of the recycling fee based on economic hardship requirements specified in Section 16-34.5 or disability as contained in Section 16-27.5.

WHEREAS, City Administration is recommending that the amount for the recycling economic hardship waiver increase to \$108.00.

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby establishes a residential refuse/recycling user fees and recycling waiver amount as indicated below, effective July 1, 2013:

1. Residential Refuse/Recycling fee - \$209.39 with \$104.70 levied with the July 2013 tax bill and \$104.69 on the December 2013 tax bill
2. Residential Refuse/Recycling Fee, Condominiums without Leaf Collection Program - \$171.14 with \$85.57 levied with the July 2013 tax bill and \$85.57 levied on the December 2013 tax bill.
3. The amount to be waived from the user fee for those residents qualifying for the recycling waiver under Section 16-34.5 or the disability waiver pursuant to 16.27-5 of the City Code is \$108.00

AYES:

NAYES:

ABSENT:

ABSTENTIONS:

CERTIFICATION

Resolution (ID # 1284)

Meeting of June 3, 2013

_____ I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City of Farmington City Council at a regular meeting held on _____, 2013.

Susan K. Halberstadt, City
Clerk

**Farmington City Council
Staff Report**

Council Meeting Date:
June 3, 2013

**Reference
Number**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Introduce Ordinance #C-769-2013 Amending Traffic Control Orders

Requested Action:

Move to introduce Ordinance #C-769-2013 to approve a comprehensive amendment to the City's Traffic Control Orders and authorize future amendments to be approved by resolution.

Background:

The Public Safety Department has completed a comprehensive review of all City traffic control orders and is recommending sweeping amendments. The City first adopted traffic control orders in the early 1970's and made numerous amendments over the years. To our knowledge, there has not been a comprehensive review since the original orders were adopted.

The ordinance addresses three issues pertaining to administration and enforcement of the City's traffic control orders. First, each chapter has been rearranged so the streets are listed in alphabetical order. Second, a number of traffic control orders that no longer make sense were eliminated. Over the years, traffic conditions and land uses changes that no longer make previously issued orders necessary today. Finally, in the past traffic control orders were amended by ordinance. This required two readings by the City Council. This ordinance would allow future amendments to take place by resolution which only requires one City Council action.

Attached is Ordinance C-769-2013 which would comprehensively amend the City's traffic control orders. In addition, attached is a complete listing of all traffic control orders along with a memo identifying the proposed changes.

If the ordinance it is introduced, it will be presented to the City Council at their July 15, 2013 meeting for adoption.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

ORDINANCE NO. (ID # 1285)

Introduced:
Adopted:
Effective:
Published:

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON
ORDINANCE NO. C- 769 - 2013

**AN ORDINANCE ADOPTING TRAFFIC CONTROL ORDERS AND PRESCRIBING
PROCEDURE FOR AMENDMENT AND ADOPTION OF ADDITIONAL TRAFFIC
CONTROL ORDERS.**

THE CITY OF FARMINGTON ORDAINS:

Section 1 of Ordinance. Adoption of Traffic Control Orders.

The attached traffic control orders are hereby incorporated by reference and hereby are adopted pursuant to law, including R 28.1153, Rule 53 of the Uniform Traffic Code. Any amendments to such traffic control orders, and the adoption of new traffic control orders shall be by resolution of the City Council.

Section 2 of Ordinance. Severability.

Should any section, subdivision, clause, or phrase of this ordinance be declared by the courts to be invalid, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated.

Section 3 of Ordinance. Savings.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they were commenced.

Section 4 of Ordinance. Effective Date.

The provisions of this Ordinance are ordered to take effect following publication in the manner prescribed by the Charter of the City of Farmington.

Section 5 of Ordinance. Adoption.

This ordinance is hereby declared to have been adopted by the Farmington City Council in a meeting thereof duly held and called on the ___ day of _____, 2013, in order to be given publication in the manner prescribed by the Charter of the City of Farmington.

Moved by _____ and supported by _____.

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

Ordained this ____ day of _____, 2013, by the City Council of the City of Farmington.

TOM BUCK, Mayor

SUSAN K. HALBERSTADT, City Clerk
City of Farmington

Attachment: Ordinance - Comprehensive Amendment, Traffic Control Orders (1285 : Consideration to Introduce Ordinance #C-769-2013

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, the qualified and acting City Clerk of the City of Farmington, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the ordinance adopted by the City Council of the City of Farmington at a meeting held on the _____ day of _____, 2012, the original of which is on file in my office.

SUSAN K. HALBERSTADT, City Clerk
City of Farmington

Introduced:
Adopted:
Effective:
Published:

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Attachment: Ordinance - Comprehensive Amendment, Traffic Control Orders (1285 : Consideration to Introduce Ordinance #C-769-2013

CHAPTER 1

The following streets shall be designated as "STOP" streets:

Section 1.1 - Drake Road

| | |
|-----------------|---------------|
| Drakeheights | at Drake Road |
| Drakeshire Lane | at Drake Road |
| Heritage Court | at Drake Road |
| Heritage Lane | at Drake Road |
| Oakland | at Drake Road |
| Tall Pine | at Drake Road |

Section 1.2 - Farmington Road

| | |
|-----------------|--------------------|
| Chesley Drive | at Farmington Road |
| Cloverdale | at Farmington Road |
| Flanders | at Farmington Road |
| Kirby | at Farmington Road |
| LeQuinne Court | at Farmington Road |
| Maplenut | at Farmington Road |
| Meadowlark | at Farmington Road |
| Merrilynn Court | at Farmington Road |
| Oakland | at Farmington Road |
| Slocum | at Farmington Road |
| State Street | at Farmington Road |
| Tall Oaks | at Farmington Road |
| Twin Valley | at Farmington Road |

Section 1.3 - Freedom Road

| | |
|---------------------|-----------------|
| Fleming | at Freedom Road |
| Maple | at Freedom Road |
| Tree Hill Boulevard | at Freedom Road |

Section 1.4 - Gill Road

| | |
|------------|--------------|
| Alta Loma | at Gill Road |
| Arundel | at Gill Road |
| Cortland | at Gill Road |
| Earl Court | at Gill Road |
| Oakland | at Gill Road |
| Moore | at Gill Road |
| Schulte | at Gill Road |
| State | at Gill Road |
| Wesley | at Gill Road |

Section 1.5 - Grand River

| | |
|---------------------|----------------|
| Blanchard | at Grand River |
| Brittany Hill Drive | at Grand River |
| Brookdale | at Grand River |
| Brookdale Court | at Grand River |
| Cass | at Grand River |
| Chatham Hills Drive | at Grand River |
| Chatham Hills Lane | at Grand River |
| Drakeshire Lane | at Grand River |
| Gill Road | at Grand River |
| Grace | at Grand River |
| Hawthorne | at Grand River |
| Lakeway | at Grand River |
| Lamb Court | at Grand River |
| Liberty | at Grand River |
| Lilac | at Grand River |
| Maple | at Grand River |
| Mayfield | at Grand River |
| Mooney | at Grand River |
| Oakland | at Grand River |
| Orchard Court | at Grand River |
| Pickett | at Grand River |
| River Glen | at Grand River |
| Riverview Court | at Grand River |
| School Street | at Grand River |
| Sherwood | at Grand River |
| Warner | at Grand River |
| Whittaker | at Grand River |
| Wilmarth | at Grand River |
| Violet | at Grand River |

Section 1.6 - Nine Mile Road

| | |
|------------|-------------------|
| Brookdale | at Nine Mile Road |
| Floral | at Nine Mile Road |
| Hawthorne | at Nine Mile Road |
| Power Road | at Nine Mile Road |

Section 1.7 - Orchard Lake Road

| | |
|---------|----------------------|
| Lamar | at Orchard Lake Road |
| Leelane | at Orchard Lake Road |

Section 1.8 - Power Road

| | |
|--------------------------------------|---------------|
| Cloverdale | at Power Road |
| Leelane | at Power Road |
| Loomis | at Power Road |
| Marblehead | at Power Road |
| Shiawassee (westbound) | at Power Road |
| Valleyview Circle (north & south) | at Power Road |

Section 1.9 - Shiawassee

| | |
|----------------------------|---------------|
| Cass | at Shiawassee |
| Floral | at Shiawassee |
| Glenview (east & west) | at Shiawassee |
| Grace | at Shiawassee |
| Hawthorne | at Shiawassee |
| Hillcrest (east & west) | at Shiawassee |
| Lilac | at Shiawassee |
| Mooney | at Shiawassee |
| Power (east & west) | at Shiawassee |
| Prospect | at Shiawassee |
| Raphael | at Shiawassee |
| Shiawassee | at Prospect |
| Violet | at Shiawassee |
| Warner | at Shiawassee |

Section 1.10 - Ten Mile Road

| | |
|-----------------|------------------|
| Broadview | at Ten Mile Road |
| Elizabeth Court | at Ten Mile Road |
| Raphael | at Ten Mile Road |
| St. Marys Court | at Ten Mile Road |

Section 1.11 - Alta Loma Subdivision

| | |
|--------------|-----------------|
| Cass | at Oakland |
| Cass | at State Street |
| Pickett | at Oakland |
| State Street | at Liberty |
| State Street | at Wilmarth |
| Wilmarth | at Oakland |

Section 1.12 - Farmington Meadows Subdivision

| | |
|---------------------------|-------------|
| Birchwood (north & south) | at Flanders |
| Larkspur (north & south) | at Flanders |
| Laurelwood | at Flanders |
| Robinwood (north & south) | at Flanders |

Section 1.13 - Warner Farms Subdivision

| | |
|------------|---------------|
| Cloverdale | at Hayden |
| Warner | at Cloverdale |

Section 1.14 - Miscellaneous

| | |
|----------------|--------------------|
| Chesley Drive | at Eight Mile Road |
| Grove | at Orchard Street |
| Oakland | at Warner Street |
| Orchard Street | at Grove |
| Shiawassee | at Warner Street |
| (cut off) | |
| Thomas | at Warner |
| Yoder Drive | at Orchard Street |

CHAPTER 2

The following streets shall be designated as "YIELD RIGHT OR WAY" streets:

Section 2.1 - Alta Loma Subdivision

| | |
|--------------|-----------------|
| Cass | at Alta Loma |
| Cass Court | at Alta Loma |
| Conroy Court | at Fleming |
| Cortland | at State Street |
| Fleming | at Alta Loma |
| Hamlin Court | at Fleming |
| James Court | at Fleming |
| Liberty | at Alta Loma |
| Macomb | at Cass |
| Macomb | at Wilmarth |
| Schulte | at Cass |
| Schulte | at Wilmarth |
| State Street | at Wilmarth |
| Wilmarth | at Alta Loma |

Section 2.2 - Bel Aire Subdivision

| | |
|-----------------|---------------|
| Beacon | at Leelane |
| Beacon | at Lamar |
| Bicking | at Loomis |
| Broadview | at Marblehead |
| Colchester | at Lamar |
| Colchester | at Marblehead |
| Ely Court | at Loomis |
| Folkstone Court | at Folkstone |
| Folkstone | at Leelane |
| Folkstone | at Marblehead |
| Lamar | at Marblehead |
| Loomis | at Prospect |
| Loomis Court | at Loomis |
| Marblehead | at Beacon |
| Marblehead | at Leelane |
| Prospect | at Leelane |

Section 2.3 - Chatham Hills

| | |
|---------------------|------------------------|
| Brittany Hill Court | at Brittany Hill Drive |
| Heatherton | at Brittany Hill Drive |
| Heatherton | at Tree Hill Boulevard |

| | |
|---------------------|------------------------|
| Lansbury Lane | at Brittany Hill Drive |
| Lansbury Lane | at Tree Hill Boulevard |
| Saxony Road | at Brittany Hill Drive |
| Saxony Road | at Tree Hill Boulevard |
| Tree Hill Boulevard | at Vicary Lane |
| Vicary Lane | at Brittany Hill Drive |
| Vicary Lane | at Smithfield Road |

Section 2.4 - Farmington Acres Subdivision

| | |
|----------------------------|------------------|
| Birchwood (east & west) | at Annewood |
| Birchwood | at Meadowlark |
| Larkspur | at Meadowlark |
| Kirby | at Larkspur |
| Laurelwood | at Meadowlark |
| Maplenut | at Chestnut Lane |
| Robinwood | at Meadowlark |
| Chestnut | at Tall Oaks |
| Tall Oaks Court | at Tall Oaks |
| Tall Oaks | at Birchwood |

Section 2.5 - Floral Park Subdivision

| | |
|--------|--------------|
| Astor | at Floral |
| Astor | at Hawthorne |
| Astor | at Violet |
| Lilac | at Fink |
| Violet | at Fink |

Section 2.6 - Warner Farms Subdivision

| | |
|------------|---------------|
| Cloverdale | at Maple |
| Frederick | at Cloverdale |
| Frederick | at Slocum |
| Hayden | at Slocum |
| Manning | at Cloverdale |
| Manning | at Slocum |
| Mayfield | at Cloverdale |
| Warner | at Slocum |
| Slocum | at Mayfield |

Section 2.7 - Woodcroft Subdivision

| | |
|-----------|--------------|
| Longacre | at Arundel |
| Longacre | at Whittaker |
| Oakland | at Longacre |
| Wesley | at Arundel |
| Wesley | at Oakland |
| Whittaker | at Arundel |
| Whittaker | at Oakland |

Section 2.8 - Miscellaneous

| | |
|----------------------------|------------------------|
| Locust | at Shiawassee |
| Shiawassee (cut off) | at Shiawassee |
| Thomas (eastbound) | at School |
| Valleyview | at Lakeway |
| Valleyview (eastbound) | at Prospect |
| Yoder Drive (south end) | |
| Freedom | at M-5 exit Ramp #013C |

CHAPTER 3

The following traffic controls regulating speed limits shall be in effect:

Section 3.1 - Chesley Drive

- (a) from Farmington Road to Eight Mile Road shall be posted 25 mph

Section 3.2 - Eight Mile Road

- (a) from eastern city limits to Farmington Road shall be posted 45 mph

Section 3.3 - Farmington Road

- (a) from Eight Mile Road north to Nine Mile Road shall be posted 40 mph
- (b) from Nine Mile Road north to Slocum shall be posted 35 mph
- (c) from Slocum north to Ten Mile Road shall be posted 25 mph

Section 3.4 - Freedom Road

- (a) from eastern city limits to Farmington Road shall be posted 35 mph
- (b) from Farmington Road to Gill Road shall be posted 40 mph
- (c) from Hillview Court to Halstead shall be posted 40 mph

Section 3.5 - Gill Road

- (a) from Freedom Road to Grand River shall be posted 25 mph

Section 3.6 - Grand River

- (a) from eastern city limits to School Street shall be posted 35 mph

- (b) from School Street west to Oakland shall be posted 25 mph
- (c) from Oakland to Gill Road shall be posted 35 mph
- (d) from Halsted Road to Gill Road shall be posted 45 mph

Section 3.7 - Mooney Street

- (a) from Grand River north to Shiawassee shall be posted 25 mph

Section 3.8 - Nine Mile Road

- (a) from eastern city limit at Folsom and the entrance to the M-5 expressway to Gill Road shall be posted 40 mph
- (b) from Hawthorne to Grand River shall be posted 40 mph

Section 3.9 - Orchard Lake Road

- (a) from Ten Mile Road south to Shiawassee Street (south intersection) shall be posted at 45 mph
- (b) from Shiawassee Street (south intersection) to Grand River shall be posted at 35 mph

Section 3.10 - Power Road

- (a) from Grand River north to Ten Mile Road shall be posted 25 mph

Section 3.11 - Shiawassee

- (a) from Grand River east to Hawthorne shall be posted 25 mph

Section 3.12 - Ten Mile Road

- (a) from Farmington Road east to Orchard Lake Road shall be posted 40 mph

Section 4.17 - Municipal Parking Spaces

- (a) the twenty (20) parallel municipal parking spaces on the east side of the municipal parking lot to the rear of 23603 - 23623 Farmington Road. "Two hour parking between the hours of 10:00 a.m. and 6:00 p.m., Monday through Friday."

Moved to chapter 14

CHAPTER 4

The following parking regulations limiting parking by hours, by time of day, or days of week on roads and in alleys shall be in effect:

Section 4.1 -Alleys

- (a) north-south alley from State Street north 100 feet, "15 Minute Loading Zone"
- (b) alley between 33431 Grand River and 33425 Grand River "15 Minute Loading Zone"

Section 4.2 -Astor Street

- (a) north side from Orchard Lake Road to Violet Street "No Parking from 9 a.m. to 6 p.m. Daily"

Section 4.3 - Earl Court

- (a) street posted "No Parking, 8 a.m. to 5 p.m., Monday through Friday"

Section 4.4 - Grand River

- (a) north side and south side from Farmington Road to Warner Street, "Two Hour Parking, 7:00 a.m. to 6:00 p.m., Monday through Saturday"

Section 4.5 - Hawthorne

- (a) west side from Nine Mile Road south to Grand River "Two Hour Parking 8 a.m. to 6 p.m., Monday through Saturday"

Section 4.6 - Oakland Street

- (a) north side, from Farmington Road 348 feet west "Two Hour Parking, 8 a.m. to 6 p.m., Monday through Saturday"
- (b) from Farmington Road 300 feet east "Two Hour Parking, 8 a.m. to 6 p.m., Monday through Saturday"

Section 4.7 – Prospect

- (a) east side of Prospect from the south curb of Leelane, to a

point even with the south curb of Loomis, "No Parking, 9:00 a.m. to 2:00 p.m., Monday through Friday"

- (b) east side of Prospect from Shiawassee to a point even with the south curb of Loomis, "Permit Parking Only, School Days, 9:00 a.m. to 2:00 p.m."

Section 4.8 -Raphael Street

- (a) west side, from Ten Mile Road, 792 feet south, "School Bus Standing Only, 6 a.m. - 4:30 p.m."

Section 4.9 - Thomas Street

- (a) north side from Warner Street to 125 feet west of School Street "No Parking Monday through Friday, 8 a.m. to 5 p.m."
- (b) north side for a distance of 50 feet directly in front of the main entrance to 33000 Thomas Street. "15 Minute Loading Zone"

CHAPTER 5

The following regulations prohibiting parking at anytime shall be in effect:

Section 5.1 - Adams

- (a) north and south sides from Cass, east to where street ends

Section 5.2 - Arundel

- (a) north side from Longacre west to school property

Section 5.3 - Brittany Hill

- (a) east and west sides from Grand River south to 50 feet south of bridge

Section 5.4 - Cass

- (a) east and west sides from Grand River to Shiawassee

Section 5.5 - Chesley Drive

- (a) both sides from Farmington Road to Eight Mile Road, "Tow Away Zone"

Section 5.6 - Drake Road

- (a) west side from Grand River south to city limits

Section 5.7 - Eight Mile Road

- (a) north side from Farmington Road east to Chesley Drive

Section 5.8 - Farmington Road

- (a) east side from Eight Mile Road north to Thomas Street
- (b) west side from Grand River south to Nine Mile Road
- (c) west side from Shiawassee north to Ten Mile
- (d) west side Grand River stop bar 50 feet north

Section 5.9 - Floral

- (a) east side from Grand River north to Shiawassee
- (b) west side from Nine Mile Road, 100 feet north

Section 5.10 - Gill Road

- (a) east side from Grand River to Freedom Road
- (b) west side from Grand River to Wesley Drive

Section 5.11 - Grace Street

- (a) east and west sides from Grand River to Shiawassee

Section 5.12 - Grand River

- (a) north side from Farmington Road to Gill Road
- (b) south side from Halstead Road to Farmington Road

Section 5.13 - Hawthorne

- (a) east side from Grand River north to Nine Mile

Section 5.14 - Heritage Lane

- (a) both north and south sides of the street, 82 feet west of Drake Road

Section 5.15 - Lakeway Street

- (a) both east and west sides of the street, from Shiawassee to 60 feet south
 - (1) northbound signing; "No Parking - Here to Corner"
 - (2) southbound signing; "No Parking - This Side of Sign"
- (b) both east and west sides of the street, as described below

- (1) east side 108' north from Grand River
- (2) west side 182' north from Grand River

Section 5.16 - Leelane

- (a) south side from Orchard Lake Road west to alley running north and south behind Bel-Aire Plaza
- (b) north side from Orchard Lake Road to 50 feet west

Section 5.17 - Liberty Street

- (a) west side from State Street north to Grand River Avenue
- (b) There shall be no parking within 20' of the intersection crosswalk, on the west side of Liberty Street, both north and south of State Street, and on the east side of Liberty, south of State Street.
- (c) northbound Liberty Street, south of State Street signing; "No Parking Here to Corner"
- (d) southbound Liberty Street, north of State Street signing; "No Parking Here to Corner"
- (e) southbound Liberty Street, south of State Street signing; "No Parking This Side of Sign"
- (f) There shall be no parking within 50' south of the stop sign on northbound Liberty Street at Grand River Avenue.

Section 5.18 - Lilac

- (a) east and west sides from Grand River 200 feet north
- (b) east side from Grand River to a point 100 feet north of Astor

Section 5.19 – Mayfield Street

- (a) west side of Mayfield from Grand River to Slocum

- (b) east side of Mayfield from Grand River south to the north property line at 23080 Mayfield

Section 5.20 - Mooney

- (a) east side from Grand River north to Shiawassee

Section 5.21 - Nine Mile Road

- (a) both sides from Grand River east to Hawthorne
- (b) north side from Farmington Road west 1,000 feet
- (c) north and south side from Farmington Road east to city limits

Section 5.22 - Orchard Court

- (a) both east and west sides of the street, 185 feet south from Grand River

Section 5.23 - Oakland Street

- (a) south side from Grand River east to Farmington Road
- (b) north and south sides from Grand River west to Cass
- (c) north side from Grand River 141 feet east

Section 5.24 - Orchard Street

- (a) north side from Grove Street to 150 feet east of Farmington Road (to be designated a loading zone)
- (b) south side from Grove Street to Farmington Road

Section 5.25 - Orchard Lake Road

- (a) east side from Grand River north to Fink Street
- (b) west side from Grand River to Shiawassee (westbound); from Lamar Street to Ten Mile Road
- (c) west side from Shiawassee (westbound) to Lamar

Street, "Tow Away Zone"

Section 5.26 - Power Road

- (a) east and west sides from Grand River north to Ten Mile
- (c) west side from Grand River 500 feet south
- (d) east side from Grand River 300 feet south

Section 5.27 - Prospect

- (a) west side from Leelane south to Shiawassee

Section 5.28 - Raphael Street

- (a) east side from Shiawassee north to Ten Mile Road
- (b) west side from Shiawassee 638 feet north

Section 5.29 – School Street

- (a) west side from Thomas Street, south to Grand River Avenue

Section 5.30 - Shiawassee

- (a) north side from Grand River 400 feet east
- (b) north side from 250 feet west of Farmington Road (west) to Power Road (east)
- (c) north and south sides from Hawthorne to Orchard Lake Road
- (d) south side from Grand River (east) to Power Road (east)
- (e) north and south sides from Mooney Street to Orchard Lake Road
- (f) north and south sides from Mooney Street to Prospect Street.

Section 5.31 – Slocum Street

- (a) north side of Slocum, from Farmington Road, east to the west property line of 33130 Slocum

Section 5.32 - State Street

- (a) north and south sides from Farmington Road to Liberty (fire route)
- (b) There shall be no parking within 20' of the crosswalk on westbound State Street, just west of Liberty Street.
 - (1) westbound signing; "No Parking This Side of Sign"
- (c) There shall be no parking within 30' of the stop sign on eastbound State Street west of Liberty Street.
- (d) eastbound signing; "No Parking, Here to Corner"

Section 5.33 - Thomas Street

- (a) north side from Farmington Road east to Warner Street
- (b) south side from School Street west to rear of Civic Theater (33332 Grand River)
- (c) north side from School Street, 125 feet west
- (d) south side from Warner Street, east to School Street

Section 5.34 - Warner Street

- (a) east and west sides from Shiawassee south to Grand River

Section 5.35 - Wesley Place

- (a) north and south sides from Gill Road west to Wesley Street

Section 5.36 – Yoder Drive

- (a) both sides from Orchard Street south to private parking area limits

Section 5.37 - Other Prohibited Parking Areas

- (a) curb parking is prohibited in any cul- de-sac area

CHAPTER 6

The following regulations prohibiting Stopping, Standing or Parking shall be in effect:

Section 6.1 - Grand River

- (a) north and south sides from Warner Street to eastern city limits

CHAPTER 7

The following streets and alleys shall be limited to one way traffic and so designated with proper signs:

Section 7.3 - Alleyway located between 33425 Grand River and 33431 Grand River, Farmington, Michigan.

- (a) from Grand River south, the alleyway shall be "One Way"

Section 7.2 - That portion of the east-west alley from Farmington Road west to the north-south alley "One Way" westbound.

Section 7.4 - Brookdale Club Condominiums

- (a) all roadways and other areas designated as "One Way"

Section 7.5 - River Glen Condominiums

- (a) River Glen Drive from 100 feet north of Grand River, extending northeast on the south border of the complex for the next 300 feet. "One Way" eastbound only.
- (b) River Glen Drive point 100 feet north of Grand River, extending north on the west border of the complex for the next 440 feet. "One Way" southbound only.

Section 7.1 - Thomas Street

- (a) from Farmington Road east to 200 feet west (northeast corner Civic Theater building) shall be "One Way" eastbound only
- (b) one-way traffic be eliminated and two-way traffic allowed from Warner Street east to School Street

CHAPTER 8

The following traffic controls prohibiting U-Turns and Left and Right Turning Movements shall be in effect:

Section 8.1 - Brookdale Street

- (a) right turn shall be prohibited from the service drive of 32305 Grand River Avenue on to Brookdale Street

Section 8.2 - Downtown Farmington Shopping Center Service Drive

- (a) left turn shall be prohibited on to Grand River from the service drive located west of Grove Street (across from Warner Street)

Section 8.3 - Farmington Road (Prohibited U-Turn)

- (a) from Alta Loma north to Oakland

Section 8.4 - Farmington Towne Shopping Center

- (a) left turn shall be prohibited from Halsted Road into the service drive located south of Grand River Avenue

Section 8.5 - Grand River (Prohibited U-Turn)

- (a) from Grove Street west to Liberty
- (b) from westbound Grand River at Orchard Lake Road

Section 8.6 - Locust Drive

- (a) left turn shall be prohibited from Locust Drive on to Shiawassee Street.

Section 8.7 - Retail/Business service drive of 33335 Grand River onto Farmington Road south.

- (a) left turn shall be prohibited from the second of two service drives located on the east side of Farmington Road south of Grand River

Section 8.8 - Shiawassee Street

- (a) left turn shall be prohibited from westbound Shiawassee to that section of Shiawassee west of Warner Street and south of the traffic island

Section 8.9 - State Street

- (a) left turn shall be prohibited from State Street on to front service drive of 23391 Farmington Road

Section 8.10 - "No Turn on Red" shall be prohibited at the following locations:

- (a) Farmington Road southbound at Grand River
- (b) Farmington Road northbound at Grand River
- (c) Freedom Road westbound at Farmington Road
- (d) Farmington Road southbound at west Nine Mile Road
- (e) Drake Road northbound at Grand River
- (f) Grand River westbound at Orchard Lake Rd.
- (g) Shiawassee eastbound at Farmington Road

CHAPTER 9

The following roads, streets and highways in the City of Farmington are established truck routes:

Section 9.1 - Chesley Drive between Eight Mile Road and Farmington Road

Section 9.2 - Eight Mile Road between Chesley Drive and Farmington Road

Section 9.3 - Farmington Road between Eight Mile Road and Grand River Avenue

Section 9.4 - Grand River Avenue between Hawthorne Street and Halstead Road

Section 9.5 - Nine Mile Road between Gill Road and easterly limits

Section 9.6 - Orchard Lake Road between Ten Mile Road and Grand River Avenue

Section 9.7 - Halsted Road between Grand River and the M-5 Expressway

Section 9.8 - Ten Mile Road between Farmington Road and Orchard Lake Road

Section 9.9 - M-5 Expressway and Freedom Road

Commercial vehicles over 2 1/2 tons gross vehicle weight are prohibited on any public road, street or highway in the City of Farmington other than an officially established truck route, except for the purpose of loading and unloading and/or delivering to a specific location off the truck route. When loading and unloading and/or delivering, commercial vehicles over 2 1/2 tons gross vehicle weight must use the most direct route to the intended destination and return by the same route to an established truck route.

CHAPTER 10

The following regulations prohibit parking upon any street, driveway, alley or other area designated as a fire route, and properly posted as such, shall be in effect:

Section 10.3 – Bel-Aire Plaza

- (a) all driveways, alleys or other areas posted as fire routes in that area bounded by Leelane, Orchard Lake Road, Ten Mile and the north-south alley east of Folkstone

Section 10.9 - Brookdale Club Condominiums

- (a) all roadways and other areas posted as fire routes in the Brookdale Club Condominiums located at 31831 Grand River

Section 10.15 - Charlestown Condominiums 33101-33137 Orchard Street

- (a) all drives located north of the building entrance and on either side of the traffic island

Section 10.13 - Chatham Hills Apartments

- (a) all drives and driveways posted as fire lanes throughout complex

Section 10.10 - Crossroads Shopping Center

- (a) all driveways, alleys or other areas posted as fire routes in the Crossroads Shopping Center located at the southeast corner of Nine Mile and Farmington Roads

Section 10.8 - Drakeshire Shopping Center

- (a) all driveways, alleys or other areas posted as fire routes in the Drakeshire Shopping Center located at the southeast corner of Grand River and Drake

Section 10.11 - Farmington Oaks Apartments

- (a) all roadways and other areas posted as fire routes in the Farmington Oaks Apartment complex located at

21900 Farmington Road

Section 10.14 - Farmington Place

- (a) service drive on west side and south entrance drive of building located at 32900 Grand River

Section 10.2 - Farmington Plaza

- (a) all driveways, alleys or other areas posted as fire routes in that area bounded by Grand River, Mooney Street, the east-west alley north of 31590 Grand River and the north-south alley east of Lakeway Street

Section 10.5 - Farmington Senior High School

- (a) all driveways, alleys or other areas posted as fire routes at the northeast corner of Prospect and Shiawasse (32000 Shiawasse)

Section 10.1 - Farmington Shopping Center

- (a) all driveways, alleys or other areas posted as fire routes in the southeast quadrant bounded by Grand River, Farmington Road, Orchard and Grove Streets

Section 10.4 - Farmington Shopping Center (adjacent to Grove Street, east side)

- (a) all driveways, alleys or other areas posted as fire routes to the west and south of building (retail stores) located at southeast corner of Grand River and Grove Streets

Section 10.6 - Farmington Towne Shopping Center

- (a) all driveways, alleys or other areas posted as fire routes in the Farmington Towne Shopping Center located at the southeast corner of Grand River and Halsted

Section 10.16 – Grand Plaza, Grand River Alley

- (a) all driveways, the alley or other areas posted as fire routes at the Grand Plaza, 30746, 30752, 30766, 30780 and 30790 Grand River, from Nine Mile to Hawthorne

Section 10.12 - SunView Manor Apartments

- (a) drive on south side of building at 21730 and 21736 Farmington Road

Section 10.7 - World Wide Shopping Center

- (a) all driveways, alleys or other areas posted as fire routes in the World Wide Shopping Center located at the southwest corner of Grand River and Whittaker

CHAPTER 11

The following intersection shall be controlled by a traffic control signal:

Section 11.7 – Farmington Road and Freedom Road

Section 11.8 – Farmington Road and Shiawassee Street (east/west intersections)

Section 11.5 – Grand River and Drake Road

Section 11.3 – Grand River and Farmington Road

Section 11.2 – Grand River and Grove Street

Section 11.3 – Grand River and Farmington Road

Section 11.1 – Grand River and Power Road

Section 11.4 – Grand River and Shiawassee Street

Section 11.9 – Power Road and Ten Mile Road

CHAPTER 12

The following regulations shall prohibit parking in designated handicapped parking spots except as permitted by statute or local ordinance:

Section 12.1 - Farmington Shopping Center

- (a) all parking areas designated for handicapped parking only in the area bounded by Grand River Avenue, Farmington Road and Grove Street

Section 12.2 - Bel Aire Plaza

- (a) all parking areas designated for handicapped parking only in the area bounded by Leelane, Orchard Lake Road and Ten Mile Road

Section 12.3 - Farmington Towne Shopping Center

- (a) all parking areas designated for handicapped only in the area located in the southeast corner of Grand River Avenue and Halsted Road

Section 12.4 - World Wide Shopping Center

- (a) all parking areas designated for handicapped parking only in the area located in the southwest corner of Grand River Avenue and Whittaker Street

Section 12.5 - Drakeshire Shopping Center

- (a) all parking areas designated for handicapped parking only in the area located in the southeast corner of Grand River Avenue and Drake Road

Section 12.6 - Farmington Plaza

- (a) all parking areas designated for handicapped parking only in the area located in the southwest corner of Grand River Avenue and Mooney Street

CHAPTER 12

Section 12.7 - Crossroads Shopping Center

- (a) all parking areas designated for handicapped parking only in the area located in the southeast corner of Nine Mile and Farmington Road

CHAPTER 13

The following traffic control order regulating residential permit parking shall be in effect:

Section 13.6 - Bicking Court

- (a) entire street; "Residential Permit Parking, 7:30 a.m. to 2:00 p.m., Monday - Friday, Regularly Scheduled School Days"

Section 13.1 - Lakeway

- (a) east side of Lakeway from a distance of 185 feet north of Grand River to Shiawassee; "Residential Permit Parking, 7:30 a.m. to 2:00 p.m., Monday - Friday, Regularly Scheduled School Days"
- (b) west side of Lakeway from a distance of 370 feet north of Grand River to Shiawassee; "Residential Permit Parking, 7:30 a.m. to 2:00 p.m., Monday - Friday, Regularly Scheduled School Days"

Section 13.5 - Loomis Court

- (a) entire street; "Residential Permit Parking, 7:30 a.m. to 2:00 p.m., Monday - Friday, Regularly Scheduled School Days"

Section 13.4 - Loomis Drive

- (a) from Prospect 60 feet west of the west curb of Bicking Court; "Residential Permit Parking, 7:30 a.m. to 2:00 p.m., Monday - Friday, Regularly Scheduled School Days"

Section 13.3 - Prospect

- (a) entire street south of Shiawassee; "Residential Permit Parking, 7:30 a.m. to 2:00 p.m., Monday - Friday, Regularly Scheduled School Days"

Section 13.2 - Valley View

- (a) entire street; "Residential Permit Parking, 7:30 a.m. to 2:00 p.m., Monday - Friday, Regularly Scheduled School Days"

CHAPTER 14

The following traffic control order regulating all municipal parking shall be in effect:

Section 14.1 - 23600 Liberty; Municipal Building East Parking Lot

- (a) Twenty (20) Minute Parking:
The first five (5) parking spaces directly north of the building entrance.
- (b) One (1) Hour Parking:
The first eight (8) parking spaces on the east side of the east parking lot north of the service driveway.
- (c) Police Parking Only:
All parking area directly south of the east municipal building entrance.
- (d) Municipal Vehicle Parking Only:
All parking spaces located under the carport located in the east municipal parking lot.

Section 14.2 - Municipal Parking Lot, Downtown Center

- (a) One-Hour Parking:
The first eight (8) parking spaces immediately south of 23348 Farmington Road and adjacent to the sidewalk area.

Section 14.3 – Municipal Lots Behind (north side) 33250, 33304, 33306, 33308, 33312, 33316, 33318 and 33332 Grand River

- (a) Parking shall be limited to a maximum of three (3) hours between 9:00 a.m. to 9:00 p.m., Monday through Saturday, in the entire municipal parking area (excluding the far north row and the eight (8) parking spaces located adjacent to the west side of 33224 Grand River), behind 33250, 33304, 33306, 33308, 33312, 33314, 33316, 33318 and 33332 Grand River.

Section 14.4 – Market Place Street and Main Street, in the Downtown Center

- (a) Market Place Street:
Parking shall be limited to a maximum of two (2) hours between 9:00 a.m. to 9:00 p.m., Monday through Saturday, on both sides of Market Place Street from Grand River to Main Street, formerly known as City Market Street.
- (b) Main Street, formerly known as City Market Street:
Parking shall be limited to a maximum of two (2) hours between 9:00 a.m. to 9:00 p.m., Monday through Saturday, on both sides of Main Street from Farmington Road to Grove, except for the seven (7) parking spaces directly north of 23300 Farmington Road (mailing address), on Main Street, shall be limited to thirty (30) minute parking between 9:00 a.m. to 9:00 p.m., Monday through Sunday.

Section 4.5 - Municipal Parking Spaces

- (a) the parallel municipal parking spaces east of and adjacent to 33304 Grand River. "One Hour Parking, 9:00 a.m. to 5:00 p.m."

Section 4.6 - Municipal Parking Spaces

- (a) the twenty (20) parallel municipal parking spaces on the east side of the municipal parking lot to the rear of 23603 - 23623 Farmington Road. "Two hour parking between the hours of 10:00 a.m. and 6:00 p.m., Monday through Friday."

Changes to Chapter 1 – Stop Signs:

Remove the following –

Drake, Farmington, Grove, Halstead, Power, Shiawassee at Grand River
(all are now traffic lights)

Freedom, Shiawassee (west) at Grand River
(now a traffic light)

Shiawassee (east & west) at Farmington
(now are traffic lights)

Shiawassee (north & south) at Orchard Lake

Power at Ten Mile
(now a traffic light)

Nine Mile at Freedom
(not our city)

Lamar at Leelane
Leelane at Lamar
(study shows not valid by requirements)

Larkspur (north & south) at Flanders (added)
Birchwood (north & south) at Flanders (added)
Robinwood (north & south) at Flanders (added)

Flanders at Larkspur (removed)
Flanders at Meadowlark (removed)
Flanders at Robinwood (removed)
Meadowlark at Flanders (removed)

Change “northbound access driveway” to Yoder Drive

Freedom at Halstead
(now a yield sign)

Drakeheights at Drake Road (added)
Oakland at Drake Road (added)
Heritage Court at Drake (added)

Changes to Chapter 2 – Yield Signs

Meadowlark Court at Meadowlark (remove – not there/no need)

Chestnut at Tall Oaks (had been Tall Oaks at Chestnut)

Tall Oaks at Birchwood (sign is there, not in book)

Shaw at Sherwood (no sign there now)

Freedom at M-5 Ramp #013C , (west end exit at Halsted)

Changes to Chapter 3

Shiawassee from Orchard Lake Road to Hawthorne shall be posted "Truck Speed 10 mph" (remove, not currently posted, no reason for limit)

Change Orchard Lake from Ten Mile to Shiawassee (south intersection) as 45 mph posted by county

Change Orchard Lake from Shiawassee (south intersection) to Grand River as 35 mph posted by county

Change Eight Mile from eastern city limits to Farmington Road shall be posted 45 mph per county

Changes to Chapter 4

All time parking on Flanders removed, Flanders School no longer there, no need

Section 4.2 - Warner Street **[This section deleted, C-722-2007]**
(was needed when post office was operating)

Section 4.3 - Orchard Street

- (a) south side from Farmington Road to Grove "No Parking Monday through Friday"

(remove and add to Chapter 5, the Monday to Friday in no longer posted and no room to park on south side.)

Section 4.7 - Shiawassee Street **[This section deleted, C-730-2008, 5.49 was added]**

Section 4.8 - Farmington Road

- (a) east side from ~~a point~~ 100 feet south of the south edge of the Shiawassee crosswalk to Thomas Street, "No Parking Monday through Friday, 7 a.m. to 9 a.m. and 3 p.m. to 6:30 p.m."
- (b) west side from ~~a point~~ 115 feet south of the south edge of the Shiawassee crosswalk to a point 50 feet north of the Grand River stop bar, "No Parking Monday through Friday, 7 a.m. to 9 a.m. and 3 p.m. to 6:30 p.m."

(was prior to road work and bump outs – no longer needed)

Section 4.10 -Violet

- (a) west side from Astor to ~~a point~~ 300 feet north of Grand River "Two Hour Parking 8 a.m. to 6 p.m., Monday through Saturday"

(remove – no signs there now, no complaints/problems)

Section 4.11 –Prospect **[This section deleted 05-15-06. Add 4.19, Ordinance C-716-2006]**

Section 4.16 - Municipal Parking Spaces

- (a) the parallel municipal parking spaces east of and adjacent to 33304 Grand River. "One Hour Parking, 9:00 a.m. to 5:00 p.m."

Move to chapter 14

Changes to CHAPTER 5

Following changes, the chapter was put in alphabetical order.

Section 5.1 - Grand River

- (a) north side from Farmington Road to Gill Road
- (b) south side from Halstead Road to exit from Municipal Parking Lot, approximately 300 feet west of Farmington Road (no vehicles park in this area and with right turn lane now, no longer safe)

The following removed as result of Grand River Road project.

- ~~(c) north side of Farmington Road stop bar 50 feet east~~
- ~~(d) south side Farmington Road stop bar 50 feet west~~
- ~~(e) south side Farmington Road crosswalk 50 feet east~~

Section 5.2 - Farmington Road

- (a) east side from Eight Mile Road north to Thomas Street
- (b) west side from Grand River south to Nine Mile Road
- (c) west side from Shiawassee north to Ten Mile
- (d) west side Grand River stop bar 50 feet north

Remove following as no longer needed following Farmington Road project.

- ~~(e) east side from south edge of Shiawassee crosswalk to a point 100 feet south~~
- ~~(f) west side from south edge of Shiawassee crosswalk to a point 115 feet south~~

Section 5.3 - Shiawassee

- (a) north side from Grand River 400 feet east
- (b) north side from 250 feet west of Farmington Road (west) to Power Road (east)
- (c) north and south sides from Hawthorne to Orchard Lake Road

CHAPTER 5

Section 5.3 – Shiawassee (cont.)

- (d) south side from Grand River (east) to Power Road (east)
- (e) north and south sides from Mooney Street to Orchard Lake Road

Section 5.4 - Power Road

(a) and (b) combined into new (a)

- (a) east and west sides from Grand River north to Shiawassee (amended 8/25/85)
- (b) east and west sides from Shiawassee north to Ten Mile Road
- (c) west side from Grand River 500 feet south
- (d) east side from Grand River 300 feet south

Section 5.5 - Slocum **[This section deleted, C-722-2007, see 5.44 Slocum]**

Section 5.6 - Thomas Street

- (a) north side from Farmington Road east to Warner Street
- (b) south side from School Street west to rear of Civic Theater
- (c) north side from School Street, 125 feet west
- (d) south side from Warner Street, east to School Street

Section 5.7 - Oakland Street

- (a) south side from Grand River east to Farmington Road
- (b) north side from Grand River west to Cass
- (c) north side from Grand River, 141 feet east; ~~south side of Oakland, west from Grand River to Cass~~ combined

with (b).

CHAPTER 5

Section 5.8 - Mayfield [**This section deleted, C-722-2007, see 5.45 Mayfield**]

Section 5.9 - Leelane

- (a) south side from Orchard Lake Road west to alley running north and south behind Bel-Aire Plaza
- (b) north side from Orchard Lake Road to a ~~point~~⁵⁰ fifty feet west

Section 5.10 - Nine Mile Road

- (a) both sides from Grand River east to Hawthorne
- (b) north side from Farmington Road west 1,000 feet
- (c) north and south side from Farmington Road east to city limits

Section 5.11 - Hawthorne

- (a) east side from Grand River north to Nine Mile

Section 5.12 - Lilac

- (a) east and west sides from Grand River 200 feet north
- (b) east side from Grand River to a ~~point~~ 100 feet north of Astor

Section 5.13 - (no ordinance)

Section 5.14 - Orchard Lake Road

- (a) east side from Grand River north to Fink Street
- (b) west side from Grand River to Shiawassee (westbound); from Lamar Street to Ten Mile Road
- (c) west side from Shiawassee (westbound) to Lamar Street, "Tow Away Zone"

CHAPTER 5

Section 5.15 - Lakeway Street

- (a) both east and west sides of the street, from Shiawassee ~~to a point~~ 60 feet south
 - (1) northbound signing; "No Parking - Here to Corner"
 - (2) southbound signing; "No Parking - This Side of Sign"
- (b) both east and west sides of the street, as described below
 - (1) east side 108' north from Grand River
 - (2) west side 182' north from Grand River

Remove after review by Traffic Safety Board

~~Section 5.16 - Brookdale~~

- ~~(a) east and west sides from Grand River, 100 feet south~~

~~Section 5.17 - Maple Street~~

- ~~(a) east and west sides from Grand River, 150 feet south~~

Remove - no longer needed with no project

~~Section 5.18 - Grove Street~~

- ~~(a) east side and west side from Grand River to Orchard Street~~

Section 5.19 - School Street Street **[This section deleted, C-726-2007, see 5.46 School Street]**

Section 5.20 - Grace Street

- (a) east and west side from Grand River to Shiawassee

Section 5.21 - Cass

- (a) east and west sides from Grand River to Shiawassee

CHAPTER 5

Section 5.22 - Adams

- (a) north and south sides from Cass, east to where street ends

Section 5.23 - State Street

- (a) north and south sides from Farmington Road to Liberty (fire route)

Section 5.24 - Warner Street

- (a) east and west sides from Shiawassee south to Grand River

Section 5.25 - Chesley Drive

- (a) both sides from Farmington Road to Eight Mile Road, "Tow Away Zone"

Section 5.26 - Eight Mile Road

- (a) north side from Farmington Road east to Chesley Drive

Section 5.27 - Orchard Street

- (a) north side from Grove Street to ~~a point~~ 150 feet east of Farmington Road (to be designated a loading zone)
- (b) south side from Farmington Rd to Grove Street – lane not

Added
wide enough for parking.

Section 5.28 - Floral

- (a) east side from Grand River north to Shiawassee
- (b) west side from Nine Mile Road, 100 feet north

Section 5.29 - Prospect

- (a) west side from Leelane south to Shiawassee

Section 5.30 - Drake Road

- (a) west side from Grand River south to city limits

CHAPTER 5

Section 5.31 - Arundel

- (a) north side from Longacre west to school property

Section 5.32 - Gill Road

- (a) east side from Grand River to Freedom Road
- (b) west side from Grand River to Wesley Drive
- Remove (c), not in our city
- (c) west side from Freedom, 300 feet north

Section 5.33 - Prohibited Parking in Alleys

No longer needed

- (a) no parking anytime in the east-west alley from Farmington Road west to the City Parking Lot

No longer needed

- (b) no parking anytime in the north-south alley from State Street north to the east-west alley

This is now time restricted

- (c) "No Parking" anytime in the alley east of Precise Tool Company (now Focal Point) from Grand River south to east-west alley

Section 5.34 - Other Prohibited Parking Areas

- (a) curb parking is prohibited in any cul- de-sac area

Traffic Safety reviewed and agreed to remove :

- (b) curb parking is prohibited between dual driveways of any business establishment

Section 5.35 - Brittany Hill

- (a) east and west side from Grand River south to a point 50 feet south of bridge

Section 5.36 - Mooney

- (a) east side from Grand River north to Shiawassee

Section 5.37 - Wesley Place

- (a) north and south side from Gill Road west to Wesley Street

Section 5.38 - Liberty Street

- (a) west side from State Street north to Grand River Avenue

Section 5.39 - Heritage Lane

- (a) both north and south sides of the street, 82 feet west of Drake Road

Section 5.40 - Raphael Street

- (a) east side from Shiawassee north to Ten Mile Road
- (b) west side from Shiawassee 638 feet north

Section 5.41 - Orchard Court

- (a) both east and west sides of the street, 185 feet south from Grand River

Section 5.42 - Orchard Street/Access Driveway

- (a) both sides from Orchard Street south to private parking area limits

This section removed, covered under Chapter 14 now.

Section 5.43 - Municipal Lot North of Grand River and East of Farmington Road

- (a) "Customer Parking Only" to the rear of and adjacent to the businesses from 33304 Grand River to 33318 Grand River

Section 5.44 – Slocum Street

- (a) north side of Slocum, from Farmington Road, east to the west property line of 33130 Slocum

Section 5.45 – Mayfield Street

- (a) west side of Mayfield from Grand River to Slocum

- (b) east side of Mayfield from Grand River south to the north property line at 23080 Mayfield

CHAPTER 5

Section 5.46 – School Street

- (a) west side from Thomas Street, south to Grand River Avenue

Section 5.47 – Liberty Street

- (a) There shall be no parking within 20’ of the intersection crosswalk, on the west side of Liberty Street, both north and south of State Street, and on the east side of Liberty, south of State Street.
 - (1) northbound Liberty Street, south of State Street signing; “No Parking Here to Corner”
 - (2) southbound Liberty Street, north of State Street signing; “No Parking Here to Corner”
 - (3) southbound Liberty Street, south of Street signing; “No Parking This Side of Sign”
- (b) There shall be no parking within 50’ south of the stop sign on northbound Liberty Street at Grand River Avenue.

This section combined prior State Street section
Section 5.48 – State Street

- (a) There shall be no parking within 20’ of the crosswalk on westbound State Street, just west of Liberty Street.
 - (1) westbound signing; “No Parking This Side of Sign”
- (b) There shall be no parking within 30’ of the stop sign on eastbound State Street west of Liberty Street.
 - (1) eastbound signing; “No Parking, Here to Corner”

This section moved to Section 5.30
~~Section 5.49 – Shiawassee Street~~

_____ (a) ~~north and south sides from Mooney Street to Prospect~~
_____ ~~Street.~~

Changes to Chapter 6

Remove Section 6.3 – Flanders Street

Removed, no longer needed, elementary school closed.

Removed Slocum Street also from 2007 ordinance

Changes to Chapter 7

none

Changes to Chapter 8

Remove – no longer needed with Grove Street Project

Section 8.3 - Department/Retail store area east of/and adjacent to Grove Street

- (a) left turn shall be prohibited from Grand River into service drive located on west side of building
- (b) left turn shall be prohibited from service drive, located on west side of building, into Grand River

Remove – This drive no longer exist

Section 8.4 - Retail/Business service drives, northwest corner of Grand River and Warner (Prohibited Left Turns)

- (a) left turn shall be prohibited from the service drives located on the west side of Warner Street between Grand River and Thomas

Remove – A and B were removed during Grand River road project. No problems as a result.

Section 8.11 - "No Turn on Red" shall be prohibited at the following locations:

- a. westbound grand river at Farmington
- b. eastbound Grand River at Farmington

Changes to Chapter 9

none

Changes to Chapter 10

none

Changes to Chapter 11

Eliminate Prohibited Through Traffic no longer allowed by law.

Add Traffic Control Signal

These nine intersection had been listed as being controlled by stop signs and are now traffic signals.

Changes to Chapter 12

none

Changes to Chapter 13

Removed these two sections at home owners request. School no longer has parking problems and campus is closed for lunch so students no longer coming and going and leaving food wrappers.

Section 13.7 - Leelane

- (a) from Lamar Street west to a point 690 feet east of Power Road (to include the address of 32250); "Residential Permit Parking, 7:30 a.m. to 2:00 p.m., Monday through Friday, Regularly Scheduled School Days"

Section 13.8 - Lamar

- (a) from Orchard Lake Road west to Leelane Street; "Residential Permit Parking, 7:30 a.m. to 2:00 p.m., Monday through Friday, Regularly Scheduled School Days"

Changes to Chapter 14

Chapter 14 was reviewed and cleaned up so old deleted items were removed and that it represents what is currently posted.

**Farmington City Council
Staff Report**

Council Meeting Date:
June 3, 2013

**Reference
Number
(ID # 1286)**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve Renewal of City Assessing Services Agreement with Oakland County Equalization Division

Requested Action:

Move to approve 2013-2016 contract with the Oakland County Equalization Division to provide City Assessing Services for both real and personal property and authorize the Mayor and Clerk to sign the agreement on behalf of the City.

Background:

The City of Farmington entered into a contract with the Oakland County Equalization Division in 2010 to provide assessing services. As of July 1, 2013 the contract for services will expire. The contract presented will provide for annual assessment of real and personal property from July 1, 2013 to June 30, 2016 as required by laws of the State of Michigan.

The rates will remain the same as the existing contract. Each year the City spends approximately \$71,000 for assessing services related to real and personal property. Section 6 of the agreement contains language that would allow the parties to renegotiate the terms of the agreement regarding personal property tax assessment should voters approve the August 2014 ballot language. Both the city and county know this would change the administration of personal property tax without certainty of the details.

In the past, the City has identified assessing services as a possible area to work collaboratively with Farmington Hills. At this time, we are not ready to move forward with Farmington Hills and recommend renewal of the agreement with Oakland County. Section 12 of the agreement allows either party to cancel with 90 days notice.

Agenda Review

Review:

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

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE SERVICES
WITH THE CITY OF FARMINGTON
(real and personal property services)**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES WITH THE CITY OF FARMINGTON, (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and the City of Farmington, a Michigan Constitutional and Municipal Corporation whose address is 23600 Liberty Street, Farmington, Michigan, 48335 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

- A. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
- B. The Parties recognize and agree that absent an agreement such as this, or pursuant to an order of the State Tax Commission mandating the County to perform all or some of the property tax appraisal and tax assessment responsibilities for real and/or personal property located within the Municipality's geographic boundaries (MCL 211.10(f)), the County, has no obligation to provide these Services to or for the Municipality.
- C. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division may furnish assistance to local assessing officers in the performance of certain of these legally mandated, Municipality, property appraisal and assessment responsibilities.
- D. The Municipality has requested the County's Equalization Division assistance in performing the "Equalization Division Assistance Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
- E. The County has determined that it has sufficient "Equalization Division Personnel," as defined herein, possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Equalization Division Assistance Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

- §1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following

words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1. "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 1.2. "Equalization Division Personnel" as used in this Contract shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County. For any and all purposes in this Contract, any reference to County Agents shall also include within that term any and all Equalization Division Personnel, but any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.3. "Municipality Agent" or "Municipality Agents" shall be defined to include any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them, except that no County Agent shall be deemed a Municipality Agent and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.4. "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which

the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.

- 1.5. "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any and all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.

§2. COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES. The Parties agree that the full and complete scope of any and all County Equalization Division Assistance Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Division Assistance Services" or "Services").

- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. "Equalization Division Assistance Services" or "Services", to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
 - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2013 to June 30, 2016 as required by laws of the State of Michigan. The County agrees to make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
 - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
- 2.2. PURPOSE OF COUNTY "SERVICES". The Parties agree that the purpose of any and all "Equalization Division Assistance Services" or "Services" to be performed under this Contract shall be to assist (e.g., to help, aid, lend support,

and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

- 2.3. MANNER COUNTY TO PROVIDE SERVICES. The Parties agree that any and all "Equalization Division Assistance Services" or "Services" to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's "Equalization Division Personnel" as defined herein.
- 2.3.1. Equalization Division Personnel, including those certified as MMAO, shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.
- 2.3.2. The Parties agree that the County shall be solely and exclusively responsible for furnishing all Equalization Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all Equalization Division Personnel in the performance of any and all Services under this Contract.
- 2.3.3. Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and Equalization Division Personnel and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 2.3.4. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Division Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent or Equalization Division Personnel and/or the conduct and actions of any County Agent or any Equalization Division Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

- 2.3.4.1. The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any Equalization Division Personnel and/or pay any and all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.
- 2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.
- 2.3.5. The Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, nor any Equalization Division Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.

- 2.4. LIMITS AND EXCLUSIONS ON COUNTY "SERVICES". Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services " or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.
- 2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.
- 2.4.2. Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.
- §3. TERM OF CONTRACT. The Parties agree that the term of this Contract shall begin on the effective date of this Contract, as otherwise provided herein, and shall end on June 30, 2016, without any further act or notice from either Party being required. Any and all County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.
- §4. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or Equalization Division Personnel any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.
- 4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no

circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

- 4.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.
- 4.3. The Parties agree that the Municipality shall at all times remain responsible for the ultimate completion of any and all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 4.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§5. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of any and all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.

- 5.1. The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§6. PAYMENT SCHEDULE. In consideration of the promises set forth in this Contract, the Municipality agrees to pay to the County: For the contract years 2013-2014, 2014-2015, and 2015-2016 the sum of \$17.00 each year for each real property description and \$12.40 each year for each personal property description rendered during the life of this Contract. Payment for the contract year 2013-2014 is payable on or before July 1, 2014, payment for the contract year 2014-2015 is payable on or before July 1, 2015 and payment for the contract year 2015-2016 is payable on or before July 1, 2016.

In the event that, pursuant to Public Act 408 of 2012, a majority of the qualified electors of this state voting in August of 2014 on the question:

"APPROVAL OR DISAPPROVAL OF THE AMENDATORY ACT DEDICATING A PORTION OF USE TAX REVENUE TO BENEFIT METROPOLITAN AREAS THROUGHOUT THIS STATE

The amendatory act adopted by the Legislature would:

1. Dedicate a portion of the existing state use tax as a local tax levied by a new metropolitan areas authority.
2. Distribute revenue from that local tax throughout the state for local purposes, including police and fire protection.
3. Increase that portion of the state use tax currently dedicated for aid to schools.
4. Prohibit the total use tax rate from exceeding the constitutional limit of 6%.

Should this amendatory act be approved?

YES []

NO []".

vote for approval, the Parties agree that the charge for each personal property description rendered for the contract years 2014-2015 and 2015-2016 will be renegotiated by the Parties.

If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Division personnel's overtime rate and charged to the Municipality over and above any other fees described in this Contract, with the following exceptions:
 - 6.1.1. One evening meeting as required by law under MCL § 211.30(3).
 - 6.1.2. Dates requiring overtime set by the Municipality Charter.
- 6.2. The Municipality agrees to be responsible for postage on all personal property statements and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
- 6.3. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the

underlying amount retained by the County was actually due and owing under this Contract.

- 6.4. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 6.5. Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 6.6. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.
- §7. LIABILITY. The Municipality further agrees that the County shall not be liable to the Municipality for any and all Claim(s), except as otherwise expressly provided for in this Contract.
- 7.1. The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
- 7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm

that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

- 7.3. Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.
- 7.4. If the Municipality requests and the County agrees, the County may prepare the actual tax statement for mailing by the Municipality to Municipality residents. In preparing any such tax statement the County shall rely upon certain data provided by the Municipality beyond the data gathered by the County under this Contract, including, but not limited to, the applicable millage rate. The parties agree that under no circumstances shall the County be held liable to the Municipality or any third party based upon any error in any tax statement due to information supplied by the Municipality to the County for such purposes.
- §8. MUNICIPALITY AGENTS AND COOPERATION WITH THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with Equalization Division Personnel in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Equalization Division personnel fully cooperate with Municipality agents in the performance of all County Services under this Contract.

- 8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2. The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-related or based rights, including, but not limited to, those described in this section.
- 8.3. The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.
- 8.4. The Municipality agrees to provide the County Agents with information regarding any activity affecting the tax status of a parcel. This shall include both Ad Valorem and Special Act Property Abatements and/or Exemptions (e.g. Including though not limited to Alternative Energy or New Personal Property, Renaissance Zones, Senior/Disabled Housing Facilities, Obsolete Property and Plant Rehabilitation & Industrial Development Districts), inclusive of the establishment of the related district. Additionally, the Municipality agrees to provide the County Agents with information regarding the establishment/amendment of an Authority and/or the approval/amendment of any related Development and/or Tax Increment Finance Plan(s). The County shall be informed of these proposed changes prior to approval by the governing body of the municipality.
- 8.5. The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.

- 8.6. The Municipality will be responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.
- 8.7. The Municipality agrees that its agents will perform the following functions:
- 8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.
 - 8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.
 - 8.7.3. Be responsible for the establishment, accuracy and compilation of all Special Assessment rolls in the Municipality.
 - 8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and any and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.
 - 8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.
- 8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and they shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the person or persons performing said tasks.
- §9. INDEPENDENT CONTRACTOR. The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.
- §10. COUNTY PRIORITIZATION OF COUNTY RESOURCES. The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §11. INDEMNIFICATION. Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege,

power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.

- §12. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 12.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 12.2. The Municipality agrees that any and all Municipality obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.
- §13. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT. The Parties agree that this Contract, and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the City of Farmington. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the City of Farmington and shall also be filed with the office of the Clerk of the County and the Clerk for the City of Farmington.
- §14. The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.
- 14.1. The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.
- §15. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal

representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.

- §16. CONSTRUED AS A WHOLE. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- §17. CAPTIONS. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §18. NOTICES. Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- §19. WAIVER OF BREACH. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §20. ENTIRE CONTRACT. This Contract, consisting of a total of fifteen (15) pages, sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

IN WITNESS WHEREOF, J. T. Buck, Mayor of the City of Farmington hereby acknowledges that he has been authorized by a resolution of the Governing Body of the City of Farmington, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Farmington to the terms and conditions of this Contract.

EXECUTED: _____ DATE: _____
J. T. Buck, Mayor
City of Farmington

WITNESSED: _____ DATE: _____
Sue Halberstadt, Clerk
City of Farmington

IN WITNESS WHEREOF, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of the Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Contract.

EXECUTED: _____ DATE: _____
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
(Print Name) _____ DATE: _____
County of Oakland

**Farmington City Council
Staff Report**

Council Meeting Date:
June 3, 2013

**Reference
Number
(ID # 1287)**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Appoint Council Member to Serve as SEMCOG Representative

Requested Action:

To be determined

Background:

With the resignation of Kristin Kuiken from the City Council, the Council will need to appoint a delegate to serve on the Southeast Michigan Council of Governments (SEMCOG) Board of Directors. The City's alternate is Economic and Community Development Director Kevin Christiansen. In the absence of the delegate, the alternate can represent the City as well. This appointment would remain until after the November 2013 election when a new City Council reviews the boards and committees it serves on.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

**Farmington City Council
Staff Report**

Council Meeting Date:
June 3, 2013

**Reference
Number**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Schedule a Public Hearing to Consider Offer to Purchase Old 47Th District Courthouse Property

Requested Action:

Move to authorize the City Manager to schedule a public hearing to consider an offer to purchase the Old 47th District Courthouse Property

Background:

In October, the City Council adopted a resolution regarding the process to be followed involving the sale of the Courthouse. The resolution instructs the City Manager to submit an offer to the City Council for approval which in his judgment reflects the greatest value as it pertains to sales and/or lease price, future revenue generation, compatible with surrounding land use, and community engagement. Minutes of the meeting and resolution are attached.

The City, through its broker Thomas Duke Realty, has received a number of offers to purchase the Old 47th District Courthouse property. Within the last week an offer was submitted that City Administration is willing to recommend acceptance to the City Council. It is felt that the offer will achieve the list price of the property, generate additional property tax revenue, and be compatible with the adjoining land uses.

During the study session, the City Manager and Economic and Community Development Director will review offers that have been received. Even though we will be recommending a public hearing to accept an offer, City Administration recommends that the City continue to accept offers up until an offer has been formally accepted by the City Council

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

RESOLUTION NO. (ID # 1288)**A RESOLUTION OF THE FARMINGTON CITY COUNCIL ESTABLISHING THE CONDITIONS FOR THE SALE AND/OR LEASE OF THE OLD 47TH DISTRICT COURT BUILDING AND ACCEPTANCE OF OFFERS.**

WHEREAS, the Farmington City Council deems the 14,000 square foot Old 47th District Court Building and 3.87 acre site to be surplus; and

WHEREAS, the Farmington City Council desire to dispose of the property in a manner that will yield the greatest return in the form of sales price and long-term revenue generation while simultaneously being consistent with the City master plan, harmonious with surrounding uses, and

WHEREAS, the Farmington City Council desires for the process to take place in an administratively efficient and expeditious manner; and

WHEREAS, the Farmington City Council received a recommendation from the City Manager to publicly list the property with Thomas A. Duke Company following acceptance of proposals from two commercial brokers that work frequently in the City of Farmington and know the community; and

WHEREAS, the City Manager's recommendation considered other alternatives to the sale of the property such as request for proposals, public auction, sealed bids, and acceptance of open-ended offers; and

WHEREAS, the City Manager's recommendation to list the property publicly accomplishes the goal of pursuing a broad and transparent process that allows multiple factors to be considered such as sale or lease price, long-term revenue impact, effect on surrounding property owners, and positive impacts from a community engagement standpoint; and

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby authorizes the listing of the Old 47th District Courthouse under the following conditions:

1. City Manager will work with broker to review offers and will submit the offer to the City Council for approval which in his judgment reflects the greatest value as it pertains to sales and/or lease price, future revenue generation, compatibility with surrounding land use, and community engagement;
2. Upon considering City Manager's recommendation to accept an offer, the Farmington City Council shall schedule a public hearing at the next regular City Council meeting and provide notice by publishing at least ten (10) days in advance in a newspaper of general circulation and by posting on the City website.
3. Following the public hearing, the City Council will consider a resolution to accept the offer.

Resolution (ID # 1288)

Meeting of June 3, 2013

BE IT FURTHER RESOLVED that the Farmington City Council reserves the right to accept or reject any or all offers with or without cause.

Responding to a question from Kuiken, Pastue stated Christiansen's private and public sector experience give him a well-rounded background that makes him a good fit for the city.

Kuiken stated in having served with Christiansen on the Planning Commission she was always impressed with his level of insight and depth of knowledge. She noted his tremendous amount of experience.

McShane asked how Christiansen's salary compares with similar positions of other communities.

Pastue responded it is on the high side for a community the size of Farmington. He pointed out the City is getting a high level professional with significant experience.

McShane noted Christiansen in his new position will wear many hats justifying a higher salary. She further noted his background is very diverse and he is talented and well connected.

Responding to a question from Galvin, Pastue stated most of the feedback he has received regarding the reorganization has been limited to the DDA Board.

Discussion followed regarding the initial responsibilities Christiansen would undertake.

Cowley was very pleased with the selection of Christiansen. He noted this is also a step in the right direction towards succession planning.

Buck commented that during his time on the Planning Commission, Christiansen always found a way to encourage development in a style that suited Farmington. He is glad to see Farmington has a quality candidate that is ready to start.

Motion to approve an Employment Agreement with Kevin Christiansen as Economic and Community Development Director effective October 31, 2012 and authorize the City Manager to sign the agreement on behalf of the City.

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| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Greg Cowley, Councilmember |
| SECONDER: | Kristin Kuiken, Councilmember |
| AYES: | Buck, Cowley, Galvin, Kuiken, McShane |

The votes were taken in the following order: Cowley, Galvin, Kuiken, McShane, Buck.

[SEE ATTACHED AGREEMENT]

5. CONSIDERATION TO REVIEW AND ADOPT POLICY REGARDING THE SALE OF THE OLD COURTHOUSE SITE [CSM 10-12-195]

1. Consideration to Review and Adopt Policy Regarding the Sale of the Old Courthouse Site

Pastue reviewed the provisions of the policy regarding the sale of the Old Courthouse and the process going forward.

Cowley expressed support for holding onto the property till the economy recovers. He does not see the benefit in selling at this time.

Responding to a question from McShane, Pastue stated the City will clean up the building.

McShane expressed support for moving forward with the sale. She noted it has sat empty for the last 8 years. She commented on the possibilities the sale could bring to the community. She would like to see the Economic Development (ED) Director involved in the sale.

Pastue confirmed the ED Director would be involved.

McShane stated the policy will serve the City well in the future for sales of other buildings. She stated it is fair and open, allowing for a transparent process.

Galvin also expressed support for the policy statement. He stated it gives Council the flexibility to ensure a sale is in the best interest of the City.

Kuiken expressed support for the sale of the courthouse and using a broker for that purpose.

Buck also expressed support for the sale of the courthouse. He stated the City is not in the business of keeping an inventory of properties. The City needs to ensure properties are fully deployed, creating jobs and taxable value.

Move to adopt a resolution establishing a policy regarding the sale and/or lease of the Old Courthouse building and property and authorize the City Manager to enter into a broker agreement with the Thomas A. Duke Company.

[SEE ATTACHED RESOLUTION]

The votes were taken in the following order: Galvin, Kuiken, McShane, Buck, Cowley.

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|------------------|---------------------------------------|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | JoAnne McShane, Councilmember |
| SECONDER: | William Galvin, Mayor Pro Tem |
| AYES: | Buck, Cowley, Galvin, Kuiken, McShane |

6. CONSIDERATION TO ADOPT RESOLUTION OF SUPPORT FOR REGIONAL TRANSIT AUTHORITY

Buck stated he would like to modify the resolution by adding that the City would like to see a more active solution that engages the Farmington Community in helping residents get to shopping areas, airport, downtown and to points north of the city.

He noted the transportation solution now being considered by the legislature leaves out a Grand River route. He would be happy to assist in modifying the language of the resolution. In his opinion Farmington is being left out of a proposed regional solution.