



**Regular City Council Meeting  
7:00 p.m., Monday, May 21, 2018  
City Council Chambers  
23600 Liberty Street  
Farmington, MI 48335**

**FINAL**

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## **REGULAR MEETING MINUTES**

A regular meeting of the Farmington City Council was held on May 21, 2018, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:03 PM by Mayor Schneemann.

### **1. ROLL CALL**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>	<b>Arrived</b>
Sara Bowman	Mayor Pro Tem	Present	
William Galvin	Councilmember	Present	
Joe LaRussa	Councilmember	Present	
Steve Schneemann	Mayor	Present	
Maria Taylor	Councilmember	Present	

#### **City Administration Present**

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

### **2. PLEDGE OF ALLEGIANCE**

Sofia and Matteo LaRussa led the Pledge of Allegiance.

### **3. PUBLIC COMMENT**

Doug Reynolds, Emergency Preparedness Commission, provided tips on how residents should respond to inclement weather.

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

- A. Farmington Quarterly Financial Report – 3/31/18**
- B. Farmington Quarterly Investment Report – 3/31/18**
- C. Farmington Quarterly Financial Report – Court – 3/31/18**
- D. Farmington Monthly Payments Report**
- E. Farmington Quarterly Building Department Report**
- F. Farmington Public Safety Monthly Report**
- G. Accept Minutes from City’s Boards and Commissions:  
1.) April 2018**

**2.) May 2018**

- H. Special Event Application: Annual Farmington Community Band Concert**
- I. Accept the Resignations of Mary Bush and Gerry Bosler from the Library Board**
- J. City Council Meeting Minutes**
  - Special – April 16, 2018
  - Regular – April 16, 2018
  - Special – April 24, 2018
  - Regular – May 7, 2018
- K. Consideration to Accept and File the Financial Reports for the City of Farmington Brownfield Redevelopment Authority for the TCF Project**

**Move to approve the consent agenda as presented.**

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Galvin, Councilmember
<b>SECONDER:</b>	Bowman, Mayor Pro Tem

**5. APPROVAL OF REGULAR AGENDA**

**Move to approve the regular agenda as amended, adding Item 7H - Consideration to Approve Uniform Video Service Local Franchise Agreement with Comcast**

<b>RESULT:</b>	<b>APPROVED AS AMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	Bowman, Mayor Pro Tem
<b>SECONDER:</b>	Galvin, Councilmember

**6. PRESENTATION/PUBLIC HEARINGS****A. Introduction of Miss Farmington Contestants**

The 2018 Miss Farmington contestants were present to introduce themselves and share their platform.

**B. Optimist Club**

Roxanne Fitzpatrick and Barrie Armstrong, representing the Optimist Club, were present to talk about the activities of the club and its focus on helping kids. They invited Council to attend one of their meetings.

**7. NEW BUSINESS****A. Consideration to Adopt Revised Oakwood Cemetery Rules & Regulations**

**Move to adopt revised Oakwood Cemetery Rules & Regulations as presented. [SEE ATTACHED DOCUMENT].**

**RESULT: APPROVED [UNANIMOUS]**  
**MOVER:** Bowman, Mayor Pro Tem  
**SECONDER:** LaRussa, Councilmember

**B. Resolution to Approve the 2018 Michigan Department of Licensing and Regulatory Affairs Grant**

**Move to approve resolution for the 2018 Michigan Department of Licensing and Regulatory Affairs Oversight Grant Subrecipient Agreement between the City of Farmington and Oakland County. [SEE ATTACHED RESOLUTION].**

**RESULT: APPROVED [UNANIMOUS]**  
**MOVER:** LaRussa, Councilmember  
**SECONDER:** Taylor, Councilmember

**C. Consideration to Introduce Ordinance Establishing a Joint Commission on Community Health with the City of Farmington Hills**

**Move to introduce Ordinance establishing a Joint Commission on Community Health with the City of Farmington Hills. [SEE ATTACHED ORDINANCE].**

**RESULT: APPROVED [UNANIMOUS]**  
**MOVER:** Bowman, Mayor Pro Tem  
**SECONDER:** Galvin, Councilmember

**D. Consideration to Appoint Councilmember as the City of Farmington Liaison to the Farmington Hills Municipal Broadband Task Force**

Responding to Bowman, LaRussa stated he had no intention of requesting financial support from the City to participate on this task force.

**Move to appoint Councilmember Joe LaRussa as liaison to the Farmington Hills Municipal Broadband Task Force.**

**RESULT: APPROVED [UNANIMOUS]**  
**MOVER:** Taylor, Councilmember  
**SECONDER:** Galvin, Councilmember

**E. Consideration to Certify 2018 Delinquent Invoices and Water & Sewer Bills**

Move to approve the 2018 Delinquent Invoices and Water & Sewer bills for placement on the Farmington Tax Roll pursuant to City Code as presented.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Galvin, Councilmember
<b>SECONDER:</b>	LaRussa, Councilmember
<b>Ayes:</b>	Galvin, LaRussa, Schneemann, Taylor, Bowman

**F. Consideration to Authorize the Replacement of the Sodium Hypochlorite Injection System for the City's Waste Water**

Move to authorize Oakland County Water Resource Commissioner for the emergency replacement of the Sodium Hypochlorite Injection System at an estimated cost of \$20,000; actual cost will be confirmed with OCWRC upon installation.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Bowman, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember
<b>Ayes:</b>	LaRussa, Schneemann, Taylor, Bowman, Galvin

**G. Discuss Date for Board and Commission Candidate Interviews**

Council concurred to schedule a special meeting on June 7, 2018 at 6:00 p.m. to interview candidates for open positions on Boards and Commission

**H. Uniform Video Service Local Franchise Agreement with Comcast**

Move to adopt a resolution approving the Uniform Video Service Local Franchise Agreement with Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC as presented. **[SEE ATTACHED RESOLUTION].**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Bowman, Mayor Pro Tem
<b>Ayes:</b>	Schneemann, Taylor, Bowman, Galvin, LaRussa

**8. DEPARTMENT COMMENT**

Eudy discussed the challenges the DPW Department is facing as a result of a staff shortage.

Demers recognized the Silver Dairy for their partnership in giving out coupons to children; thanked the community for their patience during a recent clean-up of a grease spill on Grand River; and announced the shut-down of Grand River for the Memorial Day Parade.

Weber stated the materials from two recent civic engagement forums are now available on the City website.

Galvin suggested adding data on Laurelwood Court, a new street in Farmington, to the Community forum materials.

Schneemann expressed appreciation to Weber for all his hard work on the community forum.

Christiansen announced the hiring of a new Building Official who will replace John Koncsol when he retires the end of July. The updating of the Master Plan is currently in process.

Responding to Galvin, Christiansen discussed the steps that have been taken to address the property at Nine Mile and Farmington Road.

Halberstadt discussed the upcoming August 7<sup>th</sup> Primary election.

Murphy thanked the DPW employees for their effort under difficult circumstances. He also thanked Weber for his hard work on the community forum materials.

## **9. CITY COUNCIL COMMENTS**

LaRussa commented on the Uniform Video Service Local Franchise Agreement wherein the City has no option but to approve this agreement due to a legislative act. He noted once again the City has to deal with consequences of a decision made in Lansing. As we enter the election season, he encouraged voters to ask candidates running for the State Legislature how they will help local communities. He thanked Public Services for their efforts under difficult circumstances. He thanked the City Administrative team for organizing and implementing the community forums.

Galvin discussed his participation at a recent Longacre Elementary School event and referred to a thank you letter he received. He noted a letter from Valley View Condos thanking DPW for their quick response to a water situation.

Schneemann spoke about the opening of the Farmers Market and the participation from Council and City administration in the event. It is encouraging that we have a community that is so engaged and has wonderful volunteer participation.

## **10. ADJOURNMENT**

**Move to adjourn the meeting.**

**RESULT:**       **APPROVED [UNANIMOUS]**  
**MOVER:**       Bowman, Mayor Pro Tem  
**SECONDER:**   Galvin, Councilmember

The meeting adjourned at 8:33 p.m.

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Steve Schneemann, Mayor

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Susan K. Halberstadt, City Clerk

Approval Date: June 18, 2018

## **OAKWOOD CEMETERY RULES AND REGULATIONS**

### **A. Existing Cemeteries**

1. Shall be subject to the rules and regulations with the exception of marker and monument placement. Marker and monument restrictions, in the original cemetery area, will be determined by the Department of Public Works Superintendent and shall be in harmony with existing conditions.

### **B. Definitions**

1. Lot: Numbered divisions as shown on the cemetery plot which consist of two or more graves.
2. Grave: A space of sufficient size to accommodate one adult interment.
3. Interment: The permanent disposition of the remains of a deceased person by cremation and interment or burial.
4. Memorial: Shall include a monument, marker (headstone or footstone), crypt for family or individual use.
5. Monument: Shall include a tombstone of granite or marble which shall extend above the surface of the ground.
6. Above ground crypt: Shall mean an above ground space used for or intended to be used for entombment of human remains.
7. Marker: A memorial flush with the ground.
8. Veteran marker: a marker furnished by the United States Department of Veterans Affairs, or other marker otherwise memorializing a veteran of the United States of America.
9. Lot Marker: Refers to any means used by the cemetery to locate corners of the lot or grave.
10. Deed: The certificate of ownership which applies to the original conveyance to the original purchaser.
11. Marker Dimensions: Single up to 18" x 42", Companion on a single grave up to 18" x 42" double marker centered on two adjoining graves up to 18" x 60".

### **C. Markers, Memorials and Monuments**

1. All markers, or memorials, must be constructed of granite or marble. Bronze memorials must be mounted on a granite base.
2. Foundations for memorials and markers shall conform to specifications set by the City, and all foundation work shall be done under permit of the Department of Public Works Superintendent. All memorials require foundations. All expenses of foundations shall be responsibility of the grave owner or family in accordance to the fee schedule established by the Department of Public Works Superintendent.
3. All expenses incurred in setting, repairing or maintaining markers, memorials, and monuments shall be borne by the lot owner.
4. Memorial sites may only be constructed or erected on lots of sufficient size so as no portion of the memorial site extends beyond the lot borders.
5. If any memorial is allowed to fall into disrepair by the owner, it may be removed by the City. The City shall have no responsibility for the return of the memorial to the owner.

6. Except as otherwise provided herein, only one marker will be permitted per grave and shall be flush with the ground. Companion markers are permitted in lieu of single markers and must be a minimum of 32" in length. A veteran marker is permitted to be placed in addition to a companion marker on two adjoining graves or on a single lot with a single marker. A veteran marker shall be placed at the opposite end of the grave site from any other non-veteran markers located on the same grave site. A grave owner shall be responsible for the cost of the additional foundation for the placement of a veteran or non-veteran marker. The cost of the foundation for the memorial is determined by the current City of Farmington Fee Schedule Chapter 3.
7. Markers shall be a minimum 12" x 24" x 4".
8. Markers shall be centered on the grave and placed at the foot of walkways facing the adjoining walkway. Markers for the most easterly graves, parallel with the east property line, shall be placed at the common lot line and face west.
9. Markers and monuments must match the family plot.
10. Monuments shall be permitted only on minimum four grave lots. A veteran marker is permitted to be placed on a lot with a monument or a flat marker. The veteran marker must be placed at the opposite end of the lot from the monument or flat marker.
11. Monuments shall be centered on the lot and shall be located one foot into the lot at the common lot line. All monuments shall face the adjoining walkway.
12. Monuments are prohibited in single grave sections.
13. Vases with permanent bases are prohibited.

**D. Above Ground Crypts**

1. Before work on any above ground crypt begins, the location and complete plans and specifications shall be approved by the Public Works Superintendent. The crypt lot owner or their representative and the Department of Public Works Superintendent or appointed representative shall conduct an inspection of the surrounding graves, monuments, and landscaping prior to and following the construction of the above ground crypt on the owner's lot.
2. The lot owner(s) who construct an above ground crypt on his or her lot shall be responsible for all costs related to the construction and maintenance of such above ground crypt, including the above ground crypt foundation. The lot owner(s) shall also be responsible for any and all damage, including restoration costs, sustained by surrounding graves, monuments, markers, and landscaping caused during the installation or maintenance of the above ground crypt.
3. An above ground crypt shall only be placed on a lot consisting of four (4) graves, being an area twelve (12) feet in depth and sixteen (16) feet wide, encompassing a minimum of 192 square feet. All above ground crypts shall be limited to eight (8) feet in depth by twelve (12) feet in width, encompassing a total of ninety-six (96) square feet, and have a maximum height of five (5) feet above ground.
4. During installation of an above ground crypt, access to the Cemetery shall be maintained. Burials or internments at the Cemetery shall not be interrupted or adversely impacted by the construction of an above ground crypt.
5. No decorative objects or photographs may be affixed to the crypt by tape or other means. No toys, glass containers, ceramic containers or similar objects are



permitted to be placed on top or in any way attached to a crypt. All such unauthorized items may be removed by the Cemetery.

**E. Interment or Disinterment**

1. The City Clerk shall keep a record of all interments made in City cemeteries.
2. Such records shall disclose the name of the deceased, date of burial, last address, next of kin, funeral director, lot and grave number and the owner's name.
3. There shall be no interment of anything other than the remains of human bodies in City cemeteries.
4. No funerals shall be held on Sunday, nor between the hours of 6:00 p.m. and 7:00 a.m.
5. Reasonable notice must be given to the City Clerk, and all arrangements with the City must be completed for services to be furnished by the City, and payment made prior to a grave opening.
6. All applications for burial shall be made to the City Clerk in a timely manner to allow at least three (3) working days to prepare the grave. Request of less than three (3) days will be approved at the discretion of the Superintendent of Public Services or their representative. Such applications shall be accompanied by a burial permit issued by the County Health Department or other authorized agency of the state or county.
7. There shall be no disinterment or relocation without a permit issued by the County Health Department. Such permit shall be submitted to the City Clerk.
8. There shall be no interment of more than one body and one cremation, or two cremations within anyone grave. Further, there shall be no disinterment of the cremains or body within any grave for the purpose of burying bodies or cremains within the same grave.

**F. Ground Maintenance and Decoration Regulations**

1. No grading, leveling or excavation shall take place within any cemetery without written permission of the Public Works Superintendent.
2. No live plantings are allowed. Fencing of graves, or statuary is prohibited.
3. The City reserves the right to plant, remove or trim any tree, plant or shrub in the interest of maintaining a good appearance or to reduce maintenance expenses. Decorations shall be limited to one floral offering per grave. Grave blankets and wreaths are permitted from November 1st to March 1st. Flags are permitted on graves for a period of one week following Memorial Day, Fourth of July and Veteran's Day. Expressly forbidden are miscellaneous statues, glass and plastic objects, cans, toys, vigil lights, Christmas trees and similar items. Other items deemed unsightly, objectionable or detrimental, shall be removed and disposed of without reason or notice. The City shall have no responsibility for return to the owner of any object or item removed.
4. The City reserves the right to clear the ground of all decorations, including, but not limited to, floral displays, Shepherd's Hook, and standup decorations, twice a year. Spring cleanup begins March 1, and fall cleanup begins October 1. All decorations should be removed prior to these dates. New decorations allowed by

these rules and regulations may be placed beginning April 1 and November 1, respectively.

5. No persons shall injure, cut or remove any tree, shrub or plant or other vegetation growing or being within the limits of the cemetery whether on graves or unimproved grounds.
6. All persons are prohibited from defacing, injuring or removing any memorial, fence or other structure in or belonging to the cemetery, or any property thereof, and from entering on such grounds by any other means other than the gates provided for the purpose thereof.
7. No surface shall be applied to any grave other than one consisting of grass, with the exception of an above ground crypt in accordance with the rules prescribed above.
8. The City reserves the right to change, maintain and revise any roadway or plat incorporated within any cemetery when necessary to improve the grounds.

**G. Gifts for Cemeteries**

1. Whenever any person shall grant or give, bequest or devise any gift to the City for the perpetual maintenance and care of, or for the general upkeep and improvement of a City cemetery, the Department of Public Works Superintendent shall review such gift, bequest or devise, and shall forthwith issue to the donor or his/her representative, an acknowledgment of receipt of same, signed by the City Clerk/Treasurer.
2. Any funds paid shall be delivered to the City Treasurer.
3. The Department of Public Works Superintendent shall report to the City Council the receipt of any funds by grant, gift, bequest or devise at the next regular Council meeting.

**H. Cemetery Care**

1. Cemetery care shall include only cutting and trimming of the grass, top dressing and seeding when necessary, tree maintenance and the general upkeep of the lot.
2. Cemetery care shall not include the maintenance of any memorial or other items.
3. All monies received by the City in trust, gifts or other donations, shall be credited to the Cemetery Improvement Account. The City shall not commit itself to extraordinary care or special care of any lot or grave within the cemetery.

**I. Burials of Poor Persons and Strangers**

1. A part of at least one City cemetery shall be set aside for single graves, and shall be used as a burial place for indigent persons and strangers. Each grave shall be numbered and marked with a durable material.

**J. Other Regulations**

1. No advertisement of any description will be permitted within any cemetery.
2. The presence of wildlife and birds enhances the natural beauty of City cemeteries, so the cemetery grounds shall be considered a wildlife and bird sanctuary. All

persons are forbidden from disturbing, wounding, trapping or killing any bird or animal.

3. Refreshments or liquor shall not be allowed within the cemeteries.
4. No persons shall drive any vehicle other than on the designated roads provided within the cemetery, other than those vehicles permitted by the Department of Public Works Superintendent for maintenance, placement of markers or required for interment.
5. The cemetery shall be open to visitors from 9:00 a.m. to 6:00 p.m. daily.
6. The cemetery (City) reserves, and shall have, the right to correct any errors that may be made by them either in making interments, disinterment's or removals or the description, transfer or conveyance of any interment property. Such correction shall include canceling such conveyance and substituting in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the Cemetery Board, or, in the sole discretion of the City Manager, by refunding the amount paid for such purchase. In the event such error shall involve the interment of the remains of any person in such property, the cemetery reserves and shall have the right to remove or transfer such remains to another property of equal value and similar location as may be substituted and conveyed in lieu thereof.
7. All orders for interments in lots must be signed by the owner of the lot or his legal representative. However, when this is impossible because such person is absent from the city, permission by writing signed by the owner or his legal representative will be accepted in lieu thereof.
8. Dogs are prohibited from all city cemeteries.
9. Resolution of all disputes shall be determined by the Department of Public Works Superintendent.
10. Single graves will be limited to designated areas of the cemetery. All other purchases must be made in a minimum number of two in succession. The City shall be the sole determiner of limitations concerning sales of graves.

**2018 MEDICAL MARIHUANA OPERATION AND OVERSIGHT GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
OAKLAND COUNTY  
AND  
CITY OF FARMINGTON**

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This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Farmington, 23600 Liberty St, Farmington, MI 48335, a Michigan Municipal Corporation ("Municipality").

**PURPOSE OF AGREEMENT.** The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds to reimburse or offset costs to the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("O.C.S.O.").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County has entered into a Grant agreement (Exhibit A) with the State of Michigan ("State") where the County is eligible to receive reimbursement for qualifying N.E.T.-related costs, including overtime.

The County intends to use a portion of the Grant funds to reimburse or offset costs to the Municipality for qualifying overtime costs subject to the terms and conditions of this agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
  - 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
  - 1.2. **Grant** means the 2018 Medical Marihuana Operation and Oversight Grant for County Law Enforcement Offices, Grant #2018 MMOOG-OAKLAND (Exhibit A).

2. **EXHIBITS.** The Exhibits listed below are incorporated and are part of this Agreement.
  - 2.1. **Exhibit A** – 2018 Medical Marihuana Operation and Oversight Grant for County Law Enforcement Offices, Grant #2018 MMOOG-OAKLAND.
  - 2.2. **Exhibit B** – Request for MMOOG Overtime Reimbursement (Locals to County).
  - 2.3. **Exhibit C** – Sample Time Sheet.
  - 2.4. **Exhibit D** – Sample Pay Stub/Payroll Report.
3. **COUNTY RESPONSIBILITIES.**
  - 3.1. The County will reimburse or offset the costs to the Municipality, up to \$5,750.00 total, for qualifying N.E.T.-related overtime, as described in the Grant agreement (Exhibit A). Such reimbursement or offset shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 4.2. Such reimbursement or offset is also contingent upon the State reimbursing the County under the Grant agreement (Exhibit A).
  - 3.2. The total amount of the state award committed to the Municipality and obligated by this action by the County to the Municipality is not to exceed \$5,750.00 for each participating law enforcement officer. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the total amount of the state award committed to the Municipality and obligated by this action by the County to the Municipality amount may change as funds are available on a pro rata basis. Such commitment and obligation is contingent upon the Michigan LARA awarding the grant funds to N.E.T. and the Bureau of Medical Marihuana Regulation reimbursing the County.
  - 3.3. The County will reimburse or offset the costs to the Municipality up to \$5,750.00 for each participating law enforcement officer for qualifying N.E.T.-related overtime. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the maximum reimbursement or offset amount may change as funds are available on a pro rata basis. Such reimbursement or offset of costs shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 4.2. Such reimbursement or offset of costs is contingent upon the Michigan LARA awarding the grant funds to N.E.T and the Bureau of Medical Marihuana Regulation reimbursing the County.

4. **MUNICIPALITY'S RESPONSIBILITIES.**

- 4.1. The Municipality will comply with all terms and conditions set forth in the Grant agreement (Exhibit A), including, but not limited to, the following certification:
- a. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Municipality shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Municipality shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.
- 4.2. To request reimbursement or offset of costs, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than **September 7, 2018**. If the County, in its sole discretion, determines that the documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment or offset.
- a. **A fully completed and signed "Request for MMOOG Overtime Reimbursement (Locals to County)" (Exhibit B).**
  - b. **The overtime slips, signed by the officer's supervisor, that support each "Request for MMOOG Overtime Reimbursement (Locals to County)" (Exhibit C).**
  - c. **The payroll report, with rates specified, that support each "Request for MMOOG Overtime Reimbursement (Locals to County)" (Exhibit D).**
- 4.3. If the State denies the County's request for reimbursement under the Grant agreement (Exhibit A) of any money that the County paid or offset to the Municipality under this Agreement, the Municipality will refund that money to

the County or the offset will be reversed within 45 days of receiving written notice from the County that the State denied reimbursement.

5. **TERM.**

5.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party This Agreement and any amendments hereto shall end three (3) years from the date the Grant period is closed.

6. **ASSURANCES.**

6.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

6.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

6.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

7. **TERMINATION OF AGREEMENT.** Either Party may terminate this Agreement upon thirty (30) days notice to the other Party. The effective date of termination shall be clearly stated in the notice.

8. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

9. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or other persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

10. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

11. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

12. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
13. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
14. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
15. **CAPTIONS.** The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
16. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
  - 16.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Business Manager, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.
  - 16.2. If Notice is sent to the Political Subdivision, it shall be addressed to: **Chief of Police, City of Farmington Police Department, 23600 Liberty St, Farmington, MI 48335.**
  - 16.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
17. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
18. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.



19. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**IN WITNESS WHEREOF**, Michael Gingell, Chairperson, Oakland County Board of Commissioners, 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 Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Michael Gingell, Chairperson  
Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Printed Name:  
Title:

**IN WITNESS WHEREOF**, \_\_\_\_\_, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Printed Name:  
Title:

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Printed Name:  
Title:

**Department of Licensing and Regulatory Affairs  
Bureau of Medical Marihuana Regulation**

**Medical Marihuana Operation and Oversight Grants  
For County Law Enforcement Offices**

**2018 Grant Application Information and Instructions**

1. The Michigan Legislature has appropriated a total of \$3 million dollars for the Medical Marihuana Operation and Oversight Grants. These grants, which are available to county law enforcement offices, will only be approved by the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation for the education, communication, and enforcement of the Michigan Medical Marihuana Act, 2008 IL, MCL 333.26421 et. seq.
2. The completed Medical Marihuana Operation and Oversight grant application must be received electronically no later than **January 1, 2018** at the following email address: **Jennifer Piggott, [PiggottJ3@michigan.gov](mailto:PiggottJ3@michigan.gov)**.
3. The amount of funds available to each county are posted on the department website. Potential grant amounts are calculated based on the proportion of the number of registry identification cards issued or renewed in the county as of **September 30, 2017**.
4. A county law enforcement office may distribute discretionary grants to municipal law enforcement agencies for the operation and oversight of the Michigan Medical Marihuana Program pursuant to Section 6(1) of the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26426. If a county law enforcement office distributes discretionary grants to municipal law enforcement agencies, the county law enforcement office agrees to require the receiving municipal law enforcement agency to provide a report on how the discretionary grant was spent.
5. The county law enforcement office must submit **financial status reports** to the Department of Licensing and Regulatory Affairs on **April 1, 2018, July 1, 2018, and September 15, 2018**. The required reports from any municipal law enforcement agency that received a discretionary grant must be included in the county law enforcement office's report. (The Financial Status Report form is attached to this application).
6. On **September 15, 2018**, a **final report** must be submitted detailing how the total grant was expended. The final report should include:
  - A summary of the project implementation plan and any deviations from the original project as proposed.
  - Accomplishments and problems experienced while carrying out the project activities.
  - Coordinated efforts with other organizations to complete the project.
  - Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
  - Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
  - Any experience in applying the project products and anticipated "next steps."
  - Actual budget expenditures compared to the budget in the agreement and the reason for any discrepancies.

**Department of Licensing and Regulatory Affairs  
Bureau of Medical Marihuana Regulation**

7. Applicants must be EFT compliant and obtain (if they have not already) a SIGMA Vendor Customer ID number. SIGMA Vendor information can be obtained at the following website: <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>

Questions regarding the Medical Marihuana Operation and Oversight Grants to County Law Enforcement Offices are to be directed to the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation, **Jennifer Piggott at (517) 284-8596 or by email to [PiggottJ3@michigan.gov](mailto:PiggottJ3@michigan.gov)**.

The Department of Licensing and Regulatory Affairs is only responsible for processing grant applications that meet the requirements as set forth by Section 902 of 2017 PA 107, the expending of grant funds, and the compiling of the required reports.

**Medical Marihuana Operation and Oversight Grants  
For County Law Enforcement Offices  
2017 PA 107 (Section 902)**

Sec. 902. (1) The department shall expend the funds appropriated in part 1 for medical marihuana operation and oversight grants for grants to county law enforcement offices for the operation and oversight of the Michigan medical marihuana program pursuant to section 6(l) of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26426. These grants shall be distributed proportionately based on the number of registry identification cards issued to or renewed for the residents of each county whose county law enforcement office applied for a grant under subsection (2). For the purposes of this subsection, operation and oversight grants are for education, communication, and enforcement of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26421 to 333.26430.

(2) No later than December 1, the department shall post a listing of potential grant money available to each county law enforcement agency on its website. In addition, the department shall work collaboratively with county law enforcement agencies, the Michigan Sheriff's Association, and other representative law enforcement organizations regarding the availability of these grant funds. A county law enforcement agency requesting a grant shall apply on a form developed by the department and available on the website. The form shall contain the county law enforcement agency's specific projected plan for use of the money and its agreement to maintain all records and to submit documentation to the department to support the use of the grant money.

(3) In order to be eligible to receive a grant under subsection (1), a county law enforcement agency shall apply no later than January 1 and agree to report how the grant was expended and provide that report to the department no later than September 15. The department shall submit a report no later than October 15 of the subsequent fiscal year to the state budget director, the subcommittees, and the fiscal agencies detailing the grant amounts by recipient and the reported uses of the grants in the preceding fiscal year.

(4) County law enforcement agencies may distribute discretionary grants made under subsection (1) to municipal law enforcement agencies for the operation and oversight of the Michigan medical marihuana program pursuant to section 6(l) of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26426. If a county law enforcement agency distributes a discretionary grant in this manner, that

**Department of Licensing and Regulatory Affairs  
Bureau of Medical Marihuana Regulation**

county law enforcement agency shall require the receiving municipal law enforcement agency to provide a report on how that grant was spent. Reports from municipal law enforcement agencies shall be included as part of the report submitted to the department as required in subsection (3).

**MCL Section 333.26426(l):** The Michigan medical marihuana fund is created within the state treasury. All fees collected under this act shall be deposited into the fund. The state treasurer may receive money or other assets from any source for deposit into the fund. The state treasurer shall direct the investment of the fund. The state treasurer shall credit to the fund interest and earnings from fund investments. Money in the fund at the close of the fiscal year shall remain in the fund and shall not lapse to the general fund. The department of licensing and regulatory affairs shall be the administrator of the fund for auditing purposes. The department of licensing and regulatory affairs shall expend money from the fund, upon appropriation, for the operation and oversight of the Michigan medical marihuana program.

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**Department of Licensing and Regulatory Affairs  
Bureau of Medical Marihuana Regulation**

**Medical Marihuana Operation and Oversight Grants for County Law Enforcement Offices**

**2018 Grant Application**

Authority: Michigan Medical Marihuana Act  
2008 IL 1, Section 6(l), MCL 333.26426

This application must be submitted electronically to Jennifer Piggott at [PiggottJ3@michigan.gov](mailto:PiggottJ3@michigan.gov)  
at the Bureau of Medical Marihuana Regulation on or before January 1, 2018.

**Section I: Grant Applicant Information**

**Oakland County Sheriff's Office**

**Applicant** (Name of County Law Enforcement Office)

CV0048080

180

VS

**SIGMA Vendor Customer ID No.**

**Mail Code**

**Section II: Grant Administrator Information**

**Name**

Michael Gingell

**Address**

1200 N. Telegraph Rd.

**City**

Pontiac

**State**

MI

**Zip Code**

48341

**Area Code/Telephone Number**

248-858-0100

**Email Address**

gingellm@oakgov.com

**Section III: Description of Grant Program**

Funds must be used for education, communication and enforcement of the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 to 333.26430. On agency letterhead, submit your proposal that includes the items listed below:

- Describe the project(s) for which funds are requested with an implementation plan.
- Explain how funds will be used to coordinate efforts with other agencies, if applicable.
- Describe the impact will these funds have on the community and what you hope to accomplish.
- Explain how these funds will be combined with other funding to complete the project, if necessary
- Explain anticipated outcomes that will result from this grant.
- Submit a detailed budget showing how the requested funds will be expended.

**Section IV: Certification**

I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation, no later than September 15, 2018. If discretionary grants are awarded to a municipal law enforcement agency or agencies, I further agree to require the receiving municipal law enforcement agencies to provide reports on how the discretionary grants were spent and will include as attachments the municipal law enforcement agency reports to the county report. By signing below, I also agree to meet and follow the statutory provisions in which this program was established pursuant to Section 902 of 2017 PA 107.

\_\_\_\_\_  
**Signature of County Grant Administrator (Original Signature Required)**  
Chairperson, Oakland County Board of Commissioners

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

# Medical Marihuana Operation and Oversight Grants for County Law Enforcement Offices: Oakland County

## **I. Overview**

The Oakland County Narcotic Enforcement Team (NET) is a multijurisdictional task force which is designed to integrate federal and local law enforcement agencies for the purpose of identifying, investigating, and prosecuting drug traffickers and to dismantle their organizations. In 1971, participating law enforcement agencies in Oakland County agreed to organize and support, on an interagency level, a task force known as the Oakland County Narcotic Enforcement Team (NET).

NET, currently under direction from the Oakland County Sheriff's Office, has officers from the Oakland County Prosecutor's Office, and 15 local police departments. The NET Advisory Board meets on a regular basis and helps set policy and direction to the NET task force. NET also assigned two Deputies to two different DEA task force groups as well. These groups bring local officers together to work with DEA agents.

## **II. Project**

One of the goals and objectives of the NET Unit is to monitor compliance with the Michigan Medical Marihuana Act (MMMA). Investigators are tasked with educating patients and caregivers. The NET Unit is also responsible for investigating individuals who manufacture Butane Hash Oil (BHO). This process is extremely dangerous and has caused residential fires and explosions. NET investigators conduct 'knock and talk' investigations on marihuana grow operations across Oakland County. During these investigations, patients and caregivers are checked for compliance and educated as needed. NET investigators investigate Drug Trafficking Organizations (DTOs) who violate the Michigan Medical Marihuana Act as well.

NET investigates street level marihuana dealers, mid-level marihuana dealers, and large-scale multistate DTOs who smuggle high quality marihuana from California, Colorado, and other states where marihuana has been legalized.

NET is currently devoting its resources to the investigation of Continuing Criminal Enterprises (CCEs). These investigations involve DTOs who operate a criminal enterprise under the guise of the MMMA. The DTOs use marihuana dispensaries/provisioning centers to operate criminal organizations, but are not entities that are in compliance with state and federal law.

Additionally, NET will work with its partners at the Michigan Department of State Police as well as with the Michigan Department of Licensing and Regulatory Affairs to help implement and ensure compliance with the recent changes to the medical marihuana laws. Task forces from across the state will have to ultimately deal with the current model as well as the new licensing model which will ramp up early in 2018.

## **III. Coordination with other agencies**

Currently, NET works with all local police departments and is responsive to their direct needs. This enables NET to have stronger local ties and provides for better sharing of intelligence information. NET will continue with the operation of street level crews for undercover drug buys and investigations of street level marihuana dealers. NET operates a conspiracy team where intelligence gathered can be turned over for development of investigations and arrests to disrupt and dismantle marihuana DTOs.

The Oakland County Sheriff's Office will provide the Unit Commander, Deputies, and administrative positions. Additionally, the OCSO will also provide investigative buy funds, confidential informant payments, phones, pagers, vests, vehicles, and all other equipment and supplies needed. The local departments will provide their officer's salaries, fringe benefits, and other related costs.

NET will further develop a partnership between the Oakland County Sheriff's Office, all local police departments, and federal agencies such as the FBI, DEA, and the IRS. The Oakland County Sheriff's Office will take the lead role in the NET Unit, but will follow the direction of the NET Advisory Board which consists of all departments and agencies that provide a full-time officer to NET. NET plans to utilize all resources available, by working closely with the specialized units of the local police departments such as their undercover teams, vice units, and detective bureaus. NET will develop cases and informants with these units to ensure great success. The Unit's partnership with the Oakland County Prosecutor's Office is vital to ensure that cases are developed and prosecuted to the fullest extent under the law. In addition, NET will work with the Deputies assigned to Road Patrol at the various substations to better understand and identify localized drug problems in each jurisdiction. NET's involvement and cooperation with the federal agencies, such as the FBI, DEA, ATF, IRS, and HIDTA, will increase under the OCSO leadership.

OCSO's Commitment to NET:

- (1) Lieutenant - Unit Commander
- (4) Sergeants - Team Leaders
- (5) Deputies - Team Members
- (1) Auditor
- (1) Technical Assistant
- (1) Property Room Technician
- (2) Part-Time Office Assistants

The Oakland County Sheriff's Office also provides the NET office, utilities, office equipment, supplies, phones, computers, cell phones, undercover vehicles, 'buy' money, investigative expenses, and informant fees.

Additional full-time team members assigned from the following municipalities:

City of Auburn Hills - Auburn Hills Police Department  
Bloomfield Township - Bloomfield Twp. Police Department  
City of Birmingham - Birmingham Police Department  
City of Farmington Hills - Farmington Hills Police Department  
City of Farmington - Farmington Department of Public Safety  
City of Ferndale - Ferndale Police Department  
City of Hazel Park - Hazel Park Police Department  
City of Madison Heights - Madison Heights Police Department  
City of Pontiac - OCSO Pontiac Substation  
City of Rochester Hills - OCSO Rochester Hills Substation  
City of Rochester - Rochester Police Department  
City of Royal Oak - Royal Oak Police Department  
City of Troy - Troy Police Department  
Commerce Township - OCSO Commerce Substation  
Waterford Township - Waterford Township Police Department  
West Bloomfield Township - West Bloomfield Township Police Department  
White Lake Township - White Lake Township Police Department

#### **IV. Community Impact**

Marihuana is the most commonly used illicit drug in the United States. There has been a dramatic increase across Oakland County in the number of people using marihuana. Nationwide, marihuana use has doubled from 2007 to 2013. After alcohol, marihuana has the highest rate of dependence and abuse among all drugs. Marihuana is considered a gateway drug and has been associated with the use of other illicit narcotics.



Marihuana is being smuggled, mailed, and transported into Oakland County from other states on a regular basis. The marihuana is being used and sold as 'medical marihuana', when in reality, the majority of the cases are not for medical purposes.

Marihuana dispensaries in the community have attracted DTOs which are operating under the guise of the MMMA. The dispensaries attract a criminal element in the community and put law abiding citizens at risk. As an example, NET investigated a DTO operating four marihuana dispensaries in Oakland and Wayne County. The investigation has revealed an incident involving two employees of the dispensaries who were shot by a rival DTO. One individual was murdered; the other shot several times, but survived. While some dispensaries may operate to serve patients and caregivers, many operate outside the confines of the MMMA and bring additional criminal activity into the community.

While marihuana laws in the state may continue to be reformed in the state, it remains a Schedule I narcotic and those operating outside of the allowed MMMA act will continue to be a focus of criminal investigations.

## **V. Use Of Grant Funding**

**Overtime Reimbursement:** Using the funds received from the grant, NET investigators would be allotted overtime reimbursement which would allow for additional investigative hours. The funds would offset additional hours incurred from labor intensive marihuana investigations. Investigative, administrative, and prosecutorial aspects would be covered by these additional monies. Additionally, once the investigation has been adjudicated investigators and civilian personal are tasked with destroying the marihuana which can be burdensome and time consuming. A portion of the funding (\$3,000 X 2 per clerk) would be used to compensate overtime hours incurred during the destruction and administrative process. The overtime funds will be equally split between all agencies assigned to NET. (See above listed municipalities and Oakland County).

**FLIR Single LRU EO/IR Imaging System:** The funds will be used to purchase a high definition imaging system which will be installed in a county owned and operated helicopter. The new imaging system will be replacing old, outdated equipment currently in use. This equipment is extremely important in locating illegal marihuana grows operating in remote locations hidden on state and private land. In addition, once a search warrant has been authorized, the imaging system is very useful in obtaining additional probable cause information which can further investigations of DTOs in violation of current MMMA guidelines. NET has been using this technology for the last several years with great success. The equipment will also assist investigators conducting surveillance on large level DTOs who are surveillance conscious and go to great lengths to avoid being detected. The current imaging system has been used 103 times since 01/01/2012 on specific marihuana related investigations. It is estimated during the months of June through September the imaging equipment is used to locate illegal marihuana grows operating outside the guidelines of the MMMA between 50 and 60 percent of the time during aviation patrols. This technology is used to assist not only NET, but to any outside task force or agency which requests assistance.

## **VI. Anticipated Outcome**

The NET Unit will use the additional funds to offset overtime cost and pay for personnel and equipment expenses associated with MMMA violations and marihuana related criminal investigations. Additional hours will allow for more illegal marihuana grow operations to be dismantled.

NET investigators will continue to monitor compliance with the MMMA. Investigators

will continue to educate patients and caregivers, enforce criminal laws associated with the MMMA, and criminally prosecute those individuals who are not in compliance. Additionally, investigators will continue to conduct knock and talk investigations on marihuana grow operations across Oakland County. During these investigations, patients and caregivers will be checked for compliance and educated as needed. Additionally, NET will investigate individuals and/or DTOs who are violating the MMMA.

## **VII. Proposed Initiative Budget**

Below is a funding request and proposed spending of the MMMA Grant funds. NET is requesting reimbursement overtime for county and local officers investigating cases involving the illegal distribution of marihuana, marihuana edibles and/or butane hash oil. A portion of the funding (\$3,000 per civilian) would be used to compensate overtime hours incurred during the destruction process. Funding will also be used to purchase imaging equipment which will be installed in a county owned and operated helicopter. The new imaging system will be replacing old, outdated equipment currently in use. This equipment is extremely important in locating illegal marihuana grows operating in remote locations hidden on state and private land. In addition, once a search warrant has been authorized, the imaging system is very useful in obtaining additional probable cause information which can further investigations of DTOs in violation of current MMMA guidelines. NET has been using this technology for the last several years with great success. The equipment will also assist investigators conducting surveillance on large level DTOs who are surveillance conscious and go to great lengths to avoid being detected. The current imaging system has been used 103 times since 01/01/2012 on specific marihuana related investigations. It is estimated during the months of June through September the imaging equipment is used to locate illegal marihuana grows operating outside the guidelines of the MMMA between 50 and 60 percent of the time during aviation patrols. This technology is used to assist not only NET, but to any outside task force or agency which requests assistance. The total purchase price of the imaging system is \$424,601.00 where the remaining balance would be covered at the expense of Oakland County.

## **VIII. Detailed Spending of MMMA Grant Funds:**

(23)	Investigators overtime \$6,000.00 per investigator	\$138,000.00 (O.T. 23 Investigators)
(2)	Clerical Staff overtime \$3,000.00 per employee	\$6,000.00 (O.T. 2 Clerical Staff)
	Imaging System Imaging equipment for helicopter	\$220,332.00 (Imaging Equipment)
	<b>Total Grant Request:</b>	<b><u>\$364,332.00</u></b>

State of Michigan  
Department of Licensing and Regulatory Affairs  
Bureau of Professional Licensing

**EXHIBIT B**  
2018 MMOG OVERTIME  
REIMBURSEMENT AGREEMENT

Request for MMOG Overtime Reimbursement (Locals to County)  
**OVERTIME FOR MARIHUANA INVESTIGATIONS ONLY**

OFFICER'S RANK AND NAME <input style="width: 95%;" type="text"/>	LAW ENFORCEMENT AGENCY NAME <input style="width: 95%;" type="text"/>	PHONE NUMBER <input style="width: 95%;" type="text"/>
TASK FORCE MAILING ADDRESS <input style="width: 95%;" type="text"/>		TASK FORCE ORI NUMBER <input style="width: 95%;" type="text"/>
1200 N. Telegraph Rd, Bldg 38 East, Pontiac, MI 48341		MI6397597

I certify the below overtime hours were worked by eligible personnel, on marihuana-related investigations, on the dates/hours and at the pay rates stated, and that all expenses claimed are in compliance with the conditions of Michigan Grant 2017 MMOG OAKLAND.

REQUESTED BY (Officer's Signature) <input style="width: 95%;" type="text"/>	APPROVED BY (Supervisor's Printed Name and Signature) <input style="width: 95%;" type="text"/>
--	---

MMOG Overtime Reimbursement to Locals charged to 27323-4030901-110090-731465 GR 784

DATE OF OVERTIME	NUMBER OF OVERTIME HOURS WORKED	SALARY OVERTIME RATE	TOTAL
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
<b>FORM TOTALS</b>	<b>0</b>		-

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements.

Required: Overtime slip signed by officer's supervisor. This item should include name, date, and overtime hours associated with HIDTA. The overtime rate should also be included unless provided in the paystub or payroll report.



[Redacted name]



[Redacted address]

[Redacted] TIME SHEET

DATE	HOURS	OVERTIME	NET#
07/11/2016	08:30-16:30		
07/12/2016	08:30-16:30		
07/13/2016	08:30-16:30		
07/14/2016	08:30-16:30		
07/15/2016	08:30-16:30		
<p><b>APPROVED</b> 8/16/16</p> <p>[Redacted signature]</p>			
08/01/2016	15:00-23:00		
08/02/2016	15:00-23:00		
08/03/2016	14:00-00:00	2hour	16-net-419
08/04/2016	14:00-23:00	1hour	IR-16-263
08/05/2016	03:00-07:00	4hour	IR-16-264
08/05/2016	15:00-23:00		

APPROVING SIGNATURE: [Redacted]

OVERTIME IN RED HAS BEEN TAKEN AS NET TIME (COMP)  
OVERTIME IN GREEN HAS BEEN SUBMITTED FOR MJ OT GRAMP

Please sign and return.

Please Note: This document is used for illustrative purposes only and the required documentation **Exhibit D** does not have to be the same, but must contain the same elements.

Required: Pay stub or payroll report containing the same information as pay stub. If the paystub does not indicate the overtime rate of pay, then please include with the overtime slip.



Pay Period Ending On: 08/07/2016  
 Check #:   
 Check Date: 08/12/2016  
 Primary Rate: 31.2962  
 Withholding Rate: 00  
 Federal Allowances: 0

PAYCODE ID	HOURS	OT HOURS	GROSS	YTD	DEDUCTION ID	AMOUNT	YTD
LONGEVITY_PS	0.00	0.00	0.00	350.00	FITW	475.02	8,268.40
SALARY	80.00	7.00	2,832.31	41,498.79	SITW	112.08	1,906.87
TRAINING_PS	0.00	0.00	0.00	876.28	SOCSEC_EE	176.08	2,991.56
SICK_PS_07/01	0.00	0.00	0.00	625.92	MEDICARE_EE	41.18	699.64
F/Y SICK PAYOUT	0.00	0.00	0.00	594.63	DUES_PSO	29.63	444.38
PS SCK GAP	0.00	0.00	0.00	2,879.25	PS_HBL_VISION	9.13	104.73
IN LIEU MED_P_S	0.00	0.00	115.38	1,846.08	RETIRE_PS_OFF	84.97	1,424.49
LIFE_INS	0.00	0.00	0.00	8.96	ICMA_PCNT	117.91	1,959.14
HOLIDAY	0.00	0.00	0.00	1,251.85	FLEX_PLAN	98.50	1,576.00
					SAVINGS_PSO	5.60	84.00
					PNC	647.59	11,474.94
					PNC	1,000.00	16,588.65
					ALLY	150.00	2,400.00
<b>TOTALS:</b>	<b>80.00</b>	<b>7.00</b>	<b>2,947.69</b>	<b>49,931.76</b>	<b>TOTALS:</b>	<b>2,947.69</b>	<b>49,922.80</b>

Net Pay This Period: 1,797.59

LEAVE BANK	PRIOR BALANCE	HOURS ACCRUED	HOURS LOST	HOURS TAKEN	NEW BALANCE
COMP_PS	7.50	0.00	0.00	0.00	7.50
F/Y SICK PAYOUT	0.00	0.00	0.00	0.00	0.00
PS KELLY BANK	0.00	0.00	0.00	0.00	0.00
SICK_PS_07/01	96.00	0.00	0.00	0.00	96.00
SICK_PS_GAP	41.00	0.00	0.00	0.00	41.00
VAC_PS	124.00	0.00	0.00	0.00	124.00



08/12/2016



1,797.59

\*\*\*VOID\*\*\*\*\*VOID\*\*\*\*\*VOID\*\*\*\*\*CHECK STUB REPRINT\*\*\*\*\*



**STATE OF MICHIGAN**

**COUNTY OF OAKLAND**

**CITY OF FARMINGTON**

**ORDINANCE NO. C-\_\_\_\_-2018**

**AN ORDINANCE TO AMEND THE CITY OF FARMINGTON CITY CODE OF ORDINANCES, CHAPTER 2, "ADMINISTRATION," ARTICLE IV, "BOARDS AND COMMISSIONS," IN ORDER TO CREATE A NEW DIVISION 4, "COMMISSION ON COMMUNITY HEALTH," TO ESTABLISH A NEW JOINT COMMISSION WITH THE CITY OF FARMINGTON HILLS**

**THE CITY OF FARMINGTON ORDAINS:**

**PART I.** That Chapter 2, "Administration," Article IV, "Boards and Commission," of the City of Farmington Code of Ordinances is hereby amended to add a new Division 4 to read as follows:

**Sec. 2-265. - Establishment; purposes.**

There is established in cooperation with the City of Farmington Hills a Commission on Community Health having the purposes of supporting and encouraging an environment where residents have access to quality health services and wellness programs, and to the information, education, and resources necessary to promote physical and mental health and wellbeing. The Commission's purpose is to achieve a community-wide collaboration and partnership of organizations and individuals to work together to identify and develop new and innovative programs, utilize existing programs, and locate and capture funding to assist in building a healthier community. The Commission on Community Health may also be referred to as the "Community Health Commission."

**Sec. 2-266. – Authority, purposes and duties.**

The Commission on Community Health is charged with the authority and responsibility of making recommendations to the cities concerning community health matters and the appropriate means by which public and private agencies, in cooperation with community volunteers and health care professionals, may increase public awareness and utilization of new and available programs and resources to improve the overall health and wellness of the community and motivate individuals to make healthy behavioral changes. The Commission may establish and make available information dissemination programs to provide information and answer questions about public health and wellness issues and the local programs available to respond to health-related concerns. It may engage in multisector collaborations with residents, community stakeholders, healthcare professionals and others to identify and implement innovative approaches, promote existing programs, and explore funding opportunities to encourage improvements in health and quality of life throughout the community. It may also promote and encourage the implementation and utilization of any program consistent with the purpose for which the commission is established including, but not limited to, the F2H Fit Challenge and Farmington SAFE programs.

**Sec. 2-267. - Members; appointment.**

The Commission shall consist of eleven (11) regular members and two (2) alternate members, who shall represent, insofar as possible, the general citizens of the city, the students of the Farmington area schools, the clergy, the school districts, local businesses, medical professions, hospitals, community organizations, and local and regional volunteer agencies. Nine (9) regular members and one (1) alternate member shall be appointed by the City of Farmington Hills. Two (2) regular members and one (1) alternate member shall be appointed by the City of Farmington.

**Part II      Severability**

Should any section, subsection, paragraph, sentence, clause, or word of this ordinance be held invalid for any reason, such decisions shall not affect the validity of the remaining portions of the ordinance.

**Part III      Savings**

This amendatory ordinance shall not affect violations of the zoning ordinance or any other ordinance existing prior to the effective date of this ordinance and such violation shall be governed and shall continue to be separately punishable to the full extent of the law under the provisions of such ordinance at the time the violation was committed.

**Part IV      Effective Date: Publication.**

This amendatory ordinance shall be effective 10 days after adoption by the City Council and after publication as provided by the Charter of the City of Farmington.

Ayes:  
Nays:  
Abstentions:  
Absent:

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 \_\_\_\_\_, 2018, the original of which is on file in my office.

\_\_\_\_\_  
SUSAN K. HALBERSTADT, City Clerk  
City of Farmington

Adopted:  
Published:  
Effective:

# ATTACHMENT 1

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

Date: April 10, 2018

Applicant's Name: Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC

Address 1: 41112 Concept Dr

Address 2

Phone: 248-233-4700

City: Plymouth

State: MI

Zip: 48170

Federal I.D. No. (FEIN): 31-1063218

### Company executive officers:

Name(s): Timothy P. Collins

Title(s): Regional Senior Vice President

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

Name: Kyle V. Mazurek

Title: Manager, External Affairs

Address: 41112 Concept Dr., Plymouth, MI 48170

Phone: 734-254-1557

Fax: 248-327-7868

Email: Kyle\_Mazurek@cable.comcast.com

Name: Leslie A. Brogan

Title: Senior Director, Government Affairs

Address: 1401 E. Miller Rd., Lansing, MI 48911

Phone: 517-334-5890

Fax: 517-334-1880

Email: Leslie\_Brogan@cable.comcast.com

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

Comcast intends to serve, in accordance with the standards set forth in PA 480 of 2006, the present territorial corporate limits of the City and any area henceforth annexed to or otherwise added to the City during the term of this franchise.



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

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

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


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

Date: July 1, 2018

**For All Applications:**

**Verification  
(Provider)**

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

Name and Title (printed): Timothy P. Collins, Regional Senior Vice President	
Signature: 	Date: 4-24-2018

(Franchising Entity)

**City of Farmington, a Michigan municipal corporation**

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Date \_\_\_\_\_