



**Regular City Council Meeting  
7:00 PM, MONDAY, APRIL 18, 2016  
City Council Chambers  
23600 Liberty Street  
Farmington, MI 48335**

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## **REGULAR MEETING AGENDA**

### **1. CALL TO ORDER**

**Roll Call**

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

### **3. PUBLIC COMMENT**

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

**A. Consideration to Accept the Resignation of Valerie Greer from the DDA Board**

**B. Consideration to Approve Renewal of City Assessing Services Agreement with Oakland County Equalization Division**

**C. Public Safety Monthly Report-March 2016**

#### **D. Minutes**

**1. Minutes of the City Council - Special - Jan 9, 2016 8:30 AM**

**2. Minutes of the City Council - Special - Jan 9, 2016 9:00 AM**

**3. Minutes of the City Council - Joint Meeting of the City Council and DDA Board - Feb 22, 2016 6:00 PM**

**4. Minutes of the City Council - Special - Mar 7, 2016 6:00 PM**

**5. Minutes of the City Council - Special - Mar 21, 2016 6:00 PM**

**6. Minutes of the City Council - Regular - Mar 21, 2016 7:00 PM**

**7. Minutes of the City Council - Special - Apr 4, 2016 7:00 PM**

**5. APPROVAL OF REGULAR AGENDA**

**6. UNFINISHED BUSINESS**

**A. Consideration of Offers to Purchase Land Under Proposed Sale of Land Agreement for the Former 47Th District Court Property on Ten Mile Road**

**7. NEW BUSINESS**

**A. Special Event Request-2016 South Farmington Baseball League Parade**

**B. Special Event Request-South Farmington Baseball Movie Night**

**C. Special Event Request-Farmington Brewing Company Pig & Brew**

**D. Special Event Request-Farmington Brewing Company Second Anniversary Weekend**

**E. Water System Asset Management**

**F. Consideration to Approve Construction Estimate No. 5 for the Twin Valley Pump Station.**

**8. DEPARTMENT HEAD COMMENTS**

**9. COUNCIL COMMENT**

**10. ADJOURNMENT**

**11. AGENDA ITEMS**

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
April 18, 2016

**Reference  
Number  
(ID # 2161)**

**Submitted by:** David Murphy, City Manager

**Description:** Consideration to Accept the Resignation of Valerie Greer from the DDA Board

**Requested Action:**

Move to accept the resignation of Valerie Greer from the Farmington Downtown Development Authority Board of Directors.

**Background:**

On April 1, Valerie submitted the attached letter of resignation to the DDA Executive Director Annette Knowles and DDA President Rachel Gallagher.

**Agenda Review**

**Review:**

**David M. Murphy Completed 04/14/2016 2:54 PM**  
**City Manager Completed 04/14/2016 2:55 PM**  
**City Council Pending 04/18/2016 7:00 PM**

*E-mail from Valerie Greer to DDA Board President Rachel Gallagher regarding her resignation from the DDA Board.*

April 1, 2016

Good morning Rachele,

I thought about what you said at our meeting on Monday and I agree, I should resign from the board. This is my official letter of resignation.

I would like to stay on and continue as the lead on the two events, Ladies Night Out and Small Business Saturday.

I enjoyed serving with you and the board. I am wishing you much success as our new board president.

Sincerely,  
Valerie Greer

Attachment: Val Greer resignation email (2161 : Valerie Greer Resignation)



**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
April 18, 2016

**Reference  
Number  
(ID # 2162)**

**Submitted by:** David Murphy, City Manager

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

**Requested Action:**

Move to approve 2016-2019 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, 2016 the contract for services will expire. The contract presented will provide for annual assessment of real and personal property from July 1, 2016 to June 30, 2019 as required by laws of the State of Michigan.

The cost per parcel has been adjusted by a 3 percent increase. The existing cost per parcel has remained fixed for the last three renewals, or a total of at least eight years now. In summary, the cost per parcel to the City will go up from \$17 to \$17.50 (rounded) for each real property parcel, to amount to \$62,543 - this is for 3,679 parcels. Personal property parcel rate will increase from \$12.40 to \$12.80 (rounded), to amount to \$7,502 - this is for 605 parcels.

The City Attorney has reviewed this agreement as says that it is consistent with the prior agreements.

**Agenda Review**

**Review:**

**David M. Murphy Completed 04/14/2016 2:56 PM**  
**City Manager Completed 04/14/2016 2:56 PM**  
**City Council Pending 04/18/2016 7:00 PM**



OAKLAND COUNTY EXECUTIVE L. BROOKS PATTERSON

Equalization Division  
(248) 858-0740 | equal@oakgov.com

March 21, 2016

Susan Halberstadt, Clerk  
City of Farmington  
23600 Liberty St.  
Farmington, MI 48335

RE: Renewal of Contract for Assessing Services with the City of Farmington

Dear Susan Halberstadt:

The existing assessing contract between Oakland County Equalization and the City of Farmington will expire on June 30, 2016. In anticipation of a renewal of the contract, we have prepared four copies for your review and consideration by your City Officials. In preparing the renewal document, our office has reproduced the provisions of the existing contract except for the following provision: *The cost per parcel has been adjusted by a 3% increase.* If you recall, the existing cost per parcel has remained fixed for the last 3 renewals or a total of at least 8 years now.

In summary, the cost per parcel to the City will go up from \$17.00 to \$17.50 (*rounded*) for each real property parcel. Personal property parcel rate will increase from \$12.40 to \$12.80 (*rounded*). These rates will be effective for the period July 1, 2016 to June 30, 2019. When the attached renewal contract is approved by your Governing Body and the authorized officials have affixed their signatures, kindly return four (4) copies to Oakland County Equalization Division.

Should you have any questions or concerns, please do not hesitate to call me at 248-858-0760 or Kimberly Hampton at 248-858-2039. Thank you.

Sincerely,

David M. Hieber  
Manager, Oakland County Equalization

DMH/kdh  
Enclosures

**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, 2016 to June 30, 2019 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, 2019, 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 2016-2017, 2017-2018, and 2018-2019 the sum of \$17.50 each year for each real property description and \$12.80 each year for each personal property description rendered during the life of this Contract. Payment for the contract year 2016-2017 is payable on or before July 1, 2017, payment for the contract year 2017-2018 is payable on or before July 1, 2018 and payment for the contract year 2018-2019 is payable on or before July 1, 2019.
- 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 with information regarding any activity affecting the tax status of any parcel including but not limited to the following: Downtown Development Authorities, Redevelopment Plans, Tax Increment Financing Authorities. In addition, the municipality agrees to notify the County immediately of approval of any application for abatement or tax exemption.
- 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 fourteen (14) 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, William Galvin, 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: \_\_\_\_\_  
William Galvin, Mayor  
City of Farmington

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Susan K. 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:**  
April 18, 2016

**Reference  
Number  
(ID # 2157)**

**Submitted by:** Frank Demers, Director of Public Safety

**Description:** Public Safety Monthly Report-March 2016

**Requested Action:**

Approve Farmington Public Safety Monthly

**Background:**

See attachment

**Agenda Review**

**Review:**

Frank Demers      Completed    04/11/2016 11:35 AM

City Manager      Pending

City Council Pending      04/18/2016 7:00 PM



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

## **MONTHLY REPORT** **MARCH 2016**

### **LARCENY OF TOOLS**

On March 1<sup>st</sup> at approximately 7:31 AM an officer on patrol was flagged down by a construction worker on Laurelwood Ct. The worker advised that sometime overnight his utility trailer was broken into and several tools stolen. The case was turned over to the detective bureau for further investigation.

### **ATTEMPTED SCAM**

On March 1<sup>st</sup> at approximately 10:48 AM an officer was dispatched to a Drakeshire Lane residence for a report of an attempted scam. Upon arrival the officer spoke with the complainant who advised that she had been receiving phone calls from a subject claiming to be the police. The suspect advises the complainant that she will be arrested if she does not pay him money. The suspect's phone number is a google phone from out of the country. The complainant was advised that the police will never call to have warrants paid or extort money. The complainant was shown how to block the calls on her phone.

### **CARBON MONOXIDE ALARM**

On March 1<sup>st</sup> at approximately 6:05 PM officers and Engine 3 responded to a carbon monoxide alarm at a residence on Longacre St. Upon arrival it was determined that there was no danger.

### **LARCENY IN A BUILDING**

On March 1<sup>st</sup> at approximately 7:17 PM an officer was dispatched to a report of a larceny in a building at an apartment on the 36000 block of Grand River. Upon arrival the officer learned that several items were stolen from a storage room in the basement of the apartment complex. The incident was turned over to the detective bureau for further investigation.

### **DROVE WHILE LICENSE SUSPENDED**

On March 2<sup>nd</sup> at approximately 2:02 AM a Sergeant on patrol stopped a vehicle on the M-5 Expressway for an equipment violation. Further investigation revealed that the driver had a suspended driver's license and a narcotics warrant for his arrest out of a nearby police agency. The driver was arrested for driving on the suspended license and was housed at the Farmington Jail.

**UTTERING AND PUBLISHING**

On March 2<sup>nd</sup> at approximately 6:39 PM a Laurelwood resident reported that his hockey association had been the victim of a uttering and publishing. The complainant advised that his group had ordered new checks from their bank, but that the checks had never arrived. The complainant checked the group's bank account and discovered that over \$3,000 worth of checks had been cashed fraudulently at his group's credit union. The incident was forwarded to the detective bureau for further investigation.

**DROVE WHILE LICENSE SUSPENDED**

On March 3<sup>rd</sup> at approximately 2:12 AM an officer on patrol stopped a vehicle in the area of Grand River and Power for a defective equipment violation. Further investigation revealed that the driver had a suspended driver's license. The driver was arrested for driving on the suspended license and was processed at the Farmington Jail. The driver was released with a citation.

**OPERATE WHILE INTOXICATED**

On March 4<sup>th</sup> at approximately 10:44 AM officers were dispatched to a possible assault at a residence on Maple St. Upon arrival officers noted that the possible suspect had gotten into a car and began to drive away. Officers stopped the suspect in the area of Maple and Cloverdale. Further investigation revealed that the suspect was highly intoxicated. The suspect was arrested for operating while intoxicated and housed at the Farmington Jail.

**SUSPICIOUS CIRCUMSTANCE**

On March 4<sup>th</sup> at approximately 4:35 PM officers were dispatched to a residence on Hawthorne St for a report of a disturbance between a repossession tow truck driver and a residence. Upon arrival officers learned from another police agency officer that he had been flagged down by an unknown tow truck driver who reported that a male suspect had confronted the tow truck driver as the driver was repossessing a vehicle on Hawthorne St. As the suspect was arguing with the driver, the driver witnessed a handgun in the suspect's waistband. The tow truck driver was able to repossess the vehicle without any further conflict. Officers went to the Hawthorne residence and learned from the homeowner that her boyfriend did confront the tow truck driver, but that he had since left the home.

**DROVE WHILE LICENSE SUSPENDED**

On March 4<sup>th</sup> at approximately 11:32 PM an officer on patrol stopped a vehicle on the M-5 Expressway for an improper lane use violation. Further investigation revealed that the driver had a suspended driver's license. The driver was arrested for driving on the suspended license and was processed at the Farmington Jail. The driver was released with a citation.

**CARBON MONOXIDE ALARM**

On March 5<sup>th</sup> at approximately 9:16 AM officers were dispatched to a report of a carbon monoxide alarm at a residence on Lansbury Ln. Upon arrival officers determined that the alarm was faulty and that no danger existed.

**DROVE WHILE LICENSE SUSPENDED**

On March 5<sup>th</sup> at approximately 2:20 PM an officer on patrol stopped a vehicle in the area of Grand River and Maple for a plate violation. Further investigation revealed that the driver had a suspended license and a warrant for her arrest out of another police agency. The driver was arrested for driving on a suspended license and was housed at the Farmington Jail.

**OPERATE WHILE INTOXICATED / VEHICLE FIRE**

On March 6<sup>th</sup> at approximately 4:42 PM officers and engine 3 were dispatched to Beacon St for a report of a vehicle revving its engine with smoke emitting from under the hood. Upon arrival officers noted that the vehicle was exhibiting flames from under the hood and that the vehicle was occupied. Officers opened the vehicle's doors to discover a highly intoxicated subject who had passed out with his foot on the gas pedal. Officers removed the subject and extinguished the flames. The driver failed several sobriety exams and was arrested for operating while intoxicated. The driver submitted to a Datamaster Breath Test with a result of a .22 BAC. The driver was housed at the Farmington Jail.

**OPERATE WHILE INTOXICATED**

On March 6<sup>th</sup> at approximately 11:18 PM a Sergeant on patrol stopped a vehicle in the area of Grand River and Orchard Lake for disobeying a red light. Further investigation revealed that the driver exhibited signs of intoxication and admitted to drinking. The driver failed several sobriety exams and was subsequently arrested for operating while intoxicated. The driver submitted to a Datamaster Breath Test with a result of a .11 BAC. The driver was housed at the Farmington Jail.

**MISDEMEANOR WARRANTS OTHER POLICE AGENCY**

On March 7<sup>th</sup> at approximately 7:56 AM an officer on patrol stopped a vehicle in the area of Grand River and Nine Mile for disobeying a red light. Further investigation revealed that the driver had two warrants for his arrest out of another police agency. The other police agency was unable to pick up the driver so he was advised of his warrants and released.

**ATTEMPT FRAUD**

On March 7<sup>th</sup> a Grand River resident came into the police department to report a potential scam. The resident advised that he had answered a Craigslist ad regarding a secret shopper opportunity. The resident received a packet in the mail including a check for over \$1,700. The instructions advised the resident to cash the check and use the moneys to purchase items from stores and to pay himself. The resident went to his bank to cash the check and it was learned that the check was fake. The resident was not out any moneys and the case was forwarded to the detective bureau for further investigation.

**FRAUDULENT CHECK**

On March 8<sup>th</sup> at approximately 9:45 AM an officer was dispatched to a bank on the 31000 Grand River Ave. Upon arrival the officer learned from bank management that a man had deposited a check for \$2,700 in December and then subsequently withdrew over \$2,700 in funds. A week later the check returned as fraudulent from the bank it

was written on. The bank sent several letters to the suspect and the man never responded. The case was forwarded to the detective bureau for further investigation.

### **SUSPICIOUS CIRCUMSTANCE**

On March 8<sup>th</sup> a Drake Rd business owner came into the police department to report a possible embezzlement. The owner advised that he had received an anonymous email that one of his employees had been embezzling money from the business. The owner looked into the issue and noted several suspicious transactions on his company's bank accounts. The case was forwarded to the detective bureau for further investigation.

### **POSSESSION OF MARIJUANA**

On March 9<sup>th</sup> at approximately 11:08 AM an officer on patrol stopped a vehicle in the area of Grand River and Cass for speeding. Further investigation revealed that the passenger of the vehicle had a misdemeanor warrant for his arrest out of another police agency. The man was taken into custody on the warrant and upon searching the subject the officer located a marijuana pipe and .5 grams of marijuana on his person. The man was cited for being in possession of marijuana and was housed at the Farmington Jail.

### **DROVE WHILE LICENSE SUSPENDED**

On March 9<sup>th</sup> at approximately 2:14 PM a Sergeant on patrol stopped a vehicle in the area of Grand River and Drake for an improper lane violation. Further investigation revealed that the driver had a suspended driver's license. The driver was arrested for driving on the suspended license and was processed at the Farmington Jail. The driver was released with a citation.

### **DROVE WHILE LICENSE SUSPENDED**

On March 9<sup>th</sup> at approximately 11:08 PM an officer on patrol stopped a vehicle on the M-5 Expressway for Speeding. Further investigation revealed that the driver had a suspended driver's license. The driver was arrested for driving on the suspended license and was processed at the Farmington Jail. The driver was released with a citation.

### **OPEN INTOXICANTS**

On March 10<sup>th</sup> at approximately 2:06 AM a Sergeant was dispatched to a report of a male consuming alcohol in public in the area of Farmington Rd and Nine Mile. Upon arrival the Sergeant located the man drinking a Mike's Hard Lemonade. The man was cited for having an open intoxicant in public and was released on scene.

### **STRAY DOG**

On March 10<sup>th</sup> at approximately 12 PM an officer was dispatched to a report of a loose dog at a home on Wesley St. Upon arrival the officer learned from the complainant that on March 8<sup>th</sup> her son had been playing on her front lawn when a neighbor's dog had gotten loose from its yard and charged the child. The complainant took pictures of the stray dog and advised that she had made several complaints regarding the neighbors in the past. The officer spoke with the neighbor who advised that he had recently had a fence installed to confine his animals. The neighbor was advised of the City Ordinance and warned about the violation.

**MISDEMEANOR WARRANT THIS POLICE AGENCY**

On March 10<sup>th</sup> at approximately 11:58 PM a Sergeant on patrol observed a vehicle illegally parked at an apartment complex in the area of Freedom and Farmington Rd. Further investigation revealed that the registered owner had a warrant for her arrest out of this City. The Sergeant located the registered owner and arrested her on the warrant. The woman was transported to the Farmington Jail where she posted bond on her warrant and was released.

**HARASSING PHONE CALLS**

On March 11<sup>th</sup> at approximately 10:08 AM an officer was dispatched to a barbershop on the 31000 block of Grand River Ave. Upon arrival the officer learned from the business owner that he had been receiving threatening phone calls from a subject who claims to own a barbershop in another city that has the same name as the Farmington business. The suspect is threatening to harm the complainant's business if he doesn't change his name. The suspect was contacted by the officer and he denied making any threats. The two parties involved were advised to not contact each other and to pursue the issue through civil litigation.

**POSSESSION OF MARIJUANA AND SYNTHETIC DRUGS**

On March 11<sup>th</sup> at approximately 8:54 PM an officer on patrol stopped a vehicle on the M-5 Expressway for a defective equipment violation. Further investigation revealed that the rear seat passenger was clenching a plastic bag with what appeared to be marijuana inside. A search of the vehicle revealed 32 grams of marijuana belonging to the passenger and 3 alprazolam pills belonging to the driver. The driver and passenger were arrested for the violations and housed at the Farmington Jail.

**PARKING COMPLAINT**

On March 12<sup>th</sup> at approximately 2:22 PM an officer was dispatched to a complaint of employees parking near businesses in a shopping complex at Farmington Rd and Nine Mile. Upon arrival the officer learned that the manager of one business was placing notes on cars asking the employees of another business not to park their cars near his business. Both businesses were advised to address the issue through the complex management company.

**DROVE WHILE LICENSE SUSPENDED**

On March 12<sup>th</sup> at approximately 8:05 PM an officer on patrol stopped a vehicle at Grand River and Shiawassee for a vision obstruction. Further investigation revealed that the driver had a suspended driver's license. The driver was arrested for driving on the suspended license and was processed at the Farmington Jail. The driver was released with a citation.

**DROVE WHILE LICENSE SUSPENDED**

On March 13<sup>th</sup> at approximately 3:54 AM an officer on patrol stopped a vehicle on the M-5 Expressway for a defective equipment violation. Further investigation revealed that the driver had a suspended driver's license. The driver was arrested for driving on the suspended license and was processed at the Farmington Jail. The driver was released with a citation.



**SUSPICIOUS CIRCUMSTANCE**

On March 13<sup>th</sup> a Grand River Ave resident came into the public safety department to report that on 03/11/2016 he had discovered that an unknown person had pour some sort of oily substance on his apartment door. The complainant was able to clean up the oil and does not know who may have poured it on or why.

**DROVE WHILE LICENSE SUSPENDED**

On March 14<sup>th</sup> at approximately 1:51 AM an officer on patrol stopped a vehicle in the area of Grand River and Power for an improper license plate violation. Further investigation revealed that the driver had a suspended driver's license and two warrants for his arrest out of a nearby police agency. The driver was arrested for driving on the suspended license and housed at the Farmington Jail.

**FELONY WARRANT OTHER POLICE AGENCY**

On March 14<sup>th</sup> at approximately 12:50 PM a citizen came into the public safety department to dispute a conviction he had received in 2015 out of the 47<sup>th</sup> District Court. While researching the conviction the investigating officer noted that the man had a felony warrant for his arrest for Operating While Intoxicated out of a nearby police agency. The man was arrested on the felony warrant and turned over to the other police agency. The man was advised to contact the 47<sup>th</sup> District Court reference his dispute of his conviction.

**CIVIL MATTER**

On March 14<sup>th</sup> at approximately 8:55 PM a Folkstone St. resident reported a civil matter report that she wanted documented between her and the contractor that is working on her home.

**JUVENILE COMPLAINT**

On March 14<sup>th</sup> at approximately 8:15 PM Officers responded to Bicking Ct for a report of juveniles playing with airsoft guns in the street. The juveniles' parents were advised of the city ordinance.

**ATTEMPT FRAUD**

On March 15<sup>th</sup> at approximately 8:32 AM an officer responded to a residence on the 23000 block of Farmington Rd for an attempt fraud. Upon arrival the officer learned from the complainant that an unknown caller had called the complainant advising that the complainant had won a sweepstakes but needed to pay \$375 via Western Union to secure the prize. The complainant did not fall for the scam.

**SUSPICIOUS PROPERTY**

On March 15<sup>th</sup> at approximately 8:47 AM a Sergeant responded to a residence on the 33000 block of Kingslane Ct for a found property report. Upon arrival the officer learned from the property manager that 5 fake driver's licenses were found behind the residence. The fake licenses were turned over to the officer and an informational bulletin was sent to area police agencies.

**POSSESSION STOLEN LICENSE PLATE TAB**

On March 16<sup>th</sup> at approximately 2:59 AM a Sergeant on patrol stopped a vehicle in the area of Grand River and Orchard Lake Rd for an improper plate violation. Further investigation revealed that the license plate expiration tab on the license plate had been stolen out of a nearby police agency. The driver advised that he did not know anything about the stolen tab on his vehicle. A LEIN/SOS check of the driver showed that his driver's license is revoked. The driver was arrested for driving on a revoked license and for being in possession of a stolen license plate tab. The driver was housed at the Farmington Jail.

**ASSIST OTHER GOVERNMENT AGENCY**

On March 16<sup>th</sup> a Kingslane Ct resident came into the public safety department to report that an unknown person had fraudulently filed for a tax refund using the resident's name and information. The resident was advised to file a complaint with the Internal Revenue Service.

**WARRANT ARREST OTHER POLICE AGENCY**

On March 16<sup>th</sup> at approximately 6:57 PM an officer on patrol stopped a vehicle in the area of Nine Mile and Drake for speeding. Further investigation revealed that the driver had a warrant for his arrest for not filing city taxes out of a nearby police agency. The other police agency was unable to pick up the driver so he was advised of his warrant and released.

**DROVE WHILE LICENSE SUSPENDED**

On March 16<sup>th</sup> at approximately 7:01 PM an officer on patrol stopped a vehicle in the area of Grand River and Orchard Lake for a tinted window violation. Further investigation revealed that the driver had a suspended driver's license. The driver was arrested for driving on the suspended license and was processed at the Farmington Jail. The driver was released with a citation.

**DROVE WHILE LICENSE SUSPENDED**

On March 16<sup>th</sup> at approximately 9:59 PM an officer on patrol stopped a vehicle in the area of Orchard Lake and Lamar for a defective equipment violation. Further investigation revealed that the driver had a suspended driver's license. The driver was arrested for driving on the suspended license and was processed at the Farmington Jail. The driver was released with a citation.

**POSSESSION OF MARIJUANA PARAPHERNALIA**

On March 17<sup>th</sup> at approximately 1:59 AM a Sergeant on patrol stopped a vehicle in the area of Grand River and River Glen for having a defective headlight. Further investigation revealed that the driver had a marijuana grinder in her possession. The driver was cited for being in possession of marijuana paraphernalia.

**NON-SUFFICIENT FUNDS CHECK**

On March 17<sup>th</sup> at Farmington Business owner reported at the public safety department that a customer of his had paid the business with a check that did not have enough money in the account to cover the amount promised. The check returned from the bank



as having insufficient funds. The case was forwarded to the detective bureau for further investigation.

#### **DROVE WHILE LICENSE SUSPENDED**

On March 19<sup>th</sup> at approximately 1:48 PM an officer on patrol stopped a vehicle in the area of Farmington Rd and Flanders for a defective equipment violation. Further investigation revealed that the driver had a suspended driver's license. The driver was arrested for driving on the suspended license and was processed at the Farmington Jail. The driver was released with a citation.

#### **DROVE WHILE LICENSE SUSPENDED**

On March 19<sup>th</sup> at approximately 6:51 PM a Sergeant on patrol stopped a vehicle in the area of Farmington and Alta Loma for an improper plate violation. Further investigation revealed that the driver had a suspended driver's license. The driver was arrested for driving on the suspended license and was processed at the Farmington Jail. The driver was released with a citation.

#### **WARRANT ARREST OTHER POLICE AGENCY**

On March 20<sup>th</sup> at approximately 2:01 AM a Sergeant on patrol stopped a vehicle in the area of Grand River and Middlebelt for driving with its high beams on. Further investigation revealed that the passenger of the vehicle had a warrant for his arrest out of a nearby police agency for possession of marijuana. The passenger was arrested on the warrant and turned over to the other police agency.

#### **DROVE WHILE LICENSE SUSPENDED**

On March 20<sup>th</sup> at approximately 3:19 AM an officer on patrol stopped a vehicle in the area of Grand River and Farmington for speeding. Further investigation revealed that the driver had a suspended driver's license. The driver was arrested for driving on the suspended license and was processed at the Farmington Jail. The driver was released with a citation.

#### **WARRANT ARREST OTHER POLICE AGENCY**

On March 20<sup>th</sup> at approximately 8:42 PM an officer on patrol stopped a vehicle on the M-5 Expressway for an improper lane use. Further investigation revealed that the passenger of the vehicle had a warrant for his arrest out of a nearby police agency for failing to appear on a traffic citation. The passenger was arrested on the warrant and turned over to the other police agency.

#### **POSSESSION OF COCAINE/MARIJUANA**

On March 20<sup>th</sup> at approximately 11:42 PM a Sergeant on patrol stopped a vehicle in the area of Grand River and Drake for a traffic violation. Further investigation revealed that the driver had never obtained a Michigan driver's license. The driver was arrested for never acquiring a MI driver's license. A search of the vehicle revealed that 10 grams of cocaine inside the vehicle and further investigation revealed that the passenger was in possession of 11.9 grams of marijuana. The two were arrested on the charges and housed at the Farmington Jail.

**HOME INVASION**

On March 21<sup>st</sup> at approximately 10:35 AM an officer was dispatched to a home on Floral St for a report of a possible home invasion. Upon arrival the officer learned from the complainant that the home had been for sale and empty for several months. In addition, the home had been unlocked during that time period. The complainant works for a management company who checked on the house and discovered that someone had stolen the faucets and fuses from the home. The complainant has no suspects and the case was forwarded to the detective bureau for further investigation.

**HAZARD**

On March 21<sup>st</sup> at approximately 1:23 PM officers were dispatched to a report of possible electrical wires being down in front of a home on Shiawasse St. Upon arrival it was discovered that the wires were actually cable wires. The appropriate utility was contacted and the scene was turned over to them.

**LARCENY FROM AUTOS**

On March 22<sup>nd</sup> at approximately 1:52 AM officers were dispatched to a report of a suspicious male on Mayfield St. who was seen exiting a neighbor's vehicle. Officers checked the area and could not locate the suspect. Reports of larcenies from auto were reported at a residence on Mayfield and Cloverdale at 3 separate homes. Change was stolen from the autos and each of the vehicles were unlocked at the time of the thefts.

**URINATING IN PUBLIC**

On March 22<sup>nd</sup> at approximately 4:42 PM officers were dispatched to the area of Farmington Rd and State St for a report of a male exposing his genitalia in public. Upon arrival officers located the man with his trousers unzipped. Officers learned from the suspect that he had been walking down the street when he had a sudden urge to urinate. The suspect advised that he urinated on the side of a building until he was confronted by a passerby. The suspect was cited for urinating in public.

**POSSESSION OF MARIJUANA**

On March 22<sup>nd</sup> at approximately 9:25 PM an officer on patrol stopped a vehicle in the area of Grand River and Drake for having defective brake lights. Further investigation revealed that the driver had a suspended driver's license and warrants for her arrest. A search of the driver upon her arrest revealed 13 grams of marijuana on her person. The driver was housed at the Farmington Jail and charged with possession of marijuana and driving on a suspended license.

**SUSPICIOUS PERSON**

On March 23<sup>rd</sup> at approximately 2:26 AM officers were dispatched to a report of a suspicious male walking around a condominium complex. Upon arrival officers located the man and learned that he is a resident of the complex out for a walk.

**GARAGE FIRE**

On March 24<sup>th</sup> at approximately 4:34 PM officers and Engine 3 were dispatched to a report of a garage fire at a home on Flanders St. Upon arrival officers had to force entry into the garage by using a K-12 saw to cut through the garage door. Officers extinguished the fire which is suspected to be caused by a faulty electrical switch.

**ATTEMPT FRAUD**

On March 25<sup>th</sup> a Grand River Ave resident came into the public safety department to report that an unknown person had attempted to open a credit card account in her name at a banking center in Livonia. The credit card application was denied and the victim does not know who attempted to open credit in her name. The case was forwarded to the detective bureau for further investigation.

**POSSESSION OF MARIJUANA**

On March 25<sup>th</sup> at approximately 8:30 PM an officer on patrol stopped a vehicle in the area of Orchard Lake and Astor for an improper turn violation. Upon approaching the driver the officer noted a strong odor of marijuana emitting from inside the vehicle. The driver admitted to being in possession of 6 grams of marijuana. The driver was arrested for being in possession of marijuana and was processed at the Farmington Jail. The driver was released with a citation.

**CREDIT CARD FRAUD**

On March 25<sup>th</sup> a Grand River resident came into the public safety department to report that an unknown person had charged over \$500 to her credit card in Texas. The victim does not know who used her credit card out of state and she was able to get the charges reversed. The case was forwarded to the detective bureau for further investigation.

**WARRANT ARREST OTHER POLICE AGENCY**

On March 25<sup>th</sup> at approximately 11:30 PM an officer on patrol stopped a vehicle in the area of Nine Mile and Brookdale for disobeying a stop sign. Further investigation revealed that the driver had a warrant for his arrest out of another police agency. The other police agency was unable to pick up the driver so he was advised of his warrant and released.

**ODOR INVESTIGATION**

On March 26<sup>th</sup> at approximately 3:27 AM officers and Engine 3 were dispatched to a report of an odor of natural gas. Officers located the odor and turned the scene over to Consumer's Energy.

**LARCENY IN A BUILDING**

On March 26<sup>th</sup> at approximately 12:29 PM an officer was dispatched to a residence on Drakeshire Lane for a report of a larceny. Upon arrival the officer learned from the victim that he had discovered \$300 missing from his wallet when he had guests visiting from out of town. The victim does not know which one of his guests had stolen the money. The case was forwarded to the detective bureau for further investigation.

**DROVE WHILE LICENSE SUSPENDED**

On March 26<sup>th</sup> at approximately 2:35 PM an officer stopped a vehicle in the area of Grand River and Whitaker for a vision obstruction violation. Further investigation revealed that the driver had a suspended driver's license. The driver was arrested for driving on the suspended driver's license and was processed at the Farmington Jail. The driver was released with a citation.

**OPERATE WHILE INTOXICATED**

On March 27<sup>th</sup> at approximately 3:42 AM a Commander on patrol stopped a vehicle in the area of Grand River and Drake for speeding. Further investigation revealed that the driver exhibited signs of intoxication and failed several sobriety exams. The driver was arrested for operating while intoxicated and was housed at the Farmington Jail. The driver submitted to a Datamaster Breath Test with a result of a .12 BAC.

**NEVER ACQUIRED DRIVER'S LICENSE**

On March 27<sup>th</sup> at approximately 7:27 AM a Sergeant on patrol stopped a vehicle in the area of Grand River and Farmington Rd for speeding. Further investigation revealed that the driver never obtained a driver's license. The driver was arrested for never acquiring a driver's license and was processed at the Farmington Jail. The driver was released with a citation.

**DOWN ELECTRICAL WIRES**

On March 27<sup>th</sup> at approximately 2:33 PM officers and Engine 3 were dispatched to a report of downed electrical wires at a residence on James Ct. Officers located the downed wires and cordoned off the area. The scene was turned over to DTE Energy.

**DROVE WHILE LICENSE SUSPENDED**

On 03/28/2016 at approximately 3:28 PM officers were dispatched to a nursing home on the 34000 block of Grand River for a report of an employee driving recklessly through the parking lot. Upon arrival an officer stopped the vehicle that the employee was driving. Further investigation revealed that the driver had a suspended driver's license and 14 warrants for his arrest out of various police agencies. The driver was arrested for driving on the suspended license and housed at the Farmington jail.

**DROVE WHILE LICENSE SUSPENDED**

On 03/28/2016 at approximately 10:41 PM an officer on patrol stopped a vehicle on the M-5 Expressway for having a defective headlight. Further investigation revealed that the driver had a suspended driver's license and warrant for her arrest out of another police agency. The driver was arrested for driving on a suspended license and housed at the Farmington jail.

**OPERATE WHILE INTOXICATED**

On 03/29/2016 at approximately 2 AM an officer on patrol stopped a vehicle on the M-5 Expressway for speeding. Further investigation revealed that the driver exhibited signs of intoxication. The driver failed several sobriety exams and was arrested for operating while intoxicated. The driver submitted to a Datamaster breath test with a result of a .13 BAC. The driver was housed at the Farmington Jail.

**SMOKE INVESTIGATION**

On 03/29/2016 at approximately 4:31 AM officers and Engine 3 responded to a nursing home on the 34000 block of Grand River for a report of a smoke investigation. Upon arrival officers determined that the smoke was coming from a faulty heating unit. The unit was turned off and maintenance advised.

**MISDEMEANOR WARRANT OTHER POLICE AGENCY**

On 03/29/2016 at approximately 6:47 PM an officer on patrol stopped a vehicle for an improper turn in the area of Grand River and Brittany Hill. Further investigation revealed that the driver had 3 warrants for his arrest out of a nearby police agency. The man was arrested on the warrants and turned over to the other police agency.

**POSSESSION OF MARIJUANA**

On 03/30/2016 at approximately 12:08 AM an officer on patrol stopped a vehicle in the area of Grand River and Brookdale for having a defective headlight. Further investigation revealed that the driver had a suspended driver's license and warrants for her arrest. In addition, a check of the passenger revealed that he had warrants for his arrest also. Both subjects were arrested for their violations. A search of the driver's purse revealed 1.3 grams of marijuana. The passenger was turned over to the agency holding his warrant and the driver was held at the Farmington Jail.

**DROVE WHILE LICENSE SUSPENDED**

On 03/30/2016 at approximately 6:59 AM an officer on patrol stopped a vehicle in the area of Grand River and Orchard Lake for having a defective brakelight. Further investigation revealed that the driver had a suspended driver's license and warrants for his arrest out of another police agency. The driver was arrested for driving on a suspended license and housed at the Farmington jail.

**SUSPICIOUS CIRCUMSTANCES**

On 03/30/2016 at approximately 3:56 PM an officer was dispatched to a residence on the 23100 block of Farmington Rd for a report of a possible fraud. Upon arrival the officer spoke with the complainant who reports receiving a call from an unknown automated phone number stating that she owes unpaid taxes. The woman recognized the phone call as a scam and wanted to report it. The woman was advised to block the phone call so that she does not receive any further calls.

**MISDEMEANOR WARRANT ARREST**

On 03/30/2016 at approximately 7:05 PM an officer on patrol stopped a vehicle for speeding on Drake Rd. Further investigation revealed that the driver had a warrant out of this police agency for an unpaid traffic ticket. The man was arrested on the warrant and was able to post bond at the police department.

**WIRES DOWN**

On 03/31/2016 at approximately 12:05 PM officers and Engine 3 were dispatched to a report of electrical wires down in the area of Farmington Rd and Orchard. Further investigation revealed that a delivery truck had struck the wires and caused them to come down. The scene was turned over to DTE Energy.

**DROVE WHILE LICENSE REVOKED**

On 03/31/2016 at approximately 7:52 PM an officer on patrol stopped a vehicle for a prohibited turn in the area of Grand River and Drake. Further investigation revealed that the driver had a revoked driver's license. The driver was arrested for driving on the revoked license and was processed at the Farmington Jail. The driver was released with a citation.

**ADDITIONAL INFORMATION**

During the month of March, public safety officers received training in defensive tactics and reviewed all of the department's policies on use of force. All public safety officers are trained to utilize the minimum amount of force necessary to affect an arrest.

Public safety officers responded to seventy-five (75) medical runs and seventeen (17) car crashes during the month of March, 2016.



## CLR-008 Monthly Summary Of Offenses (FC)

		For The Month Of March		
Classification		Mar/2015	Mar/2016	%Change
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004	JUSTIFIABLE HOMICIDE	0	0	0%
09005	DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%
09006	IN-CUSTODY DEATH	0	0	0%
10001	KIDNAPPING/ABDUCTION	0	0	0%
10002	PARENTAL KIDNAPPING	0	0	0%
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005	SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%
12000	ROBBERY	0	0	0%
13001	NONAGGRAVATED ASSAULT	1	3	200%
13002	AGGRAVATED/FELONIOUS ASSAULT	0	0	0%
13003	INTIMIDATION/STALKING	1	0	-100%
20000	ARSON	0	0	0%
21000	EXTORTION	0	0	0%
22001	BURGLARY -FORCED ENTRY	2	0	-100%
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	1	0%
23001	LARCENY -POCKETPICKING	0	0	0%
23002	LARCENY -PURSESNAATCHING	0	0	0%
23003	LARCENY -THEFT FROM BUILDING	1	2	100%
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005	LARCENY -THEFT FROM MOTOR VEHICLE	1	2	100%
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	1	0%
23007	LARCENY -OTHER	1	2	100%
24001	MOTOR VEHICLE THEFT	0	0	0%
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003	MOTOR VEHICLE FRAUD	1	0	-100%
25000	FORGERY/COUNTERFEITING	0	2	0%
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	0	0%
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	0	0%
26003	FRAUD -IMPERSONATION	0	0	0%
26004	FRAUD -WELFARE FRAUD	0	0	0%
26005	FRAUD -WIRE FRAUD	0	1	0%
26007	FRAUD - IDENTITY THEFT	2	0	-100%
26008	FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000	EMBEZZLEMENT	0	1	0%
28000	STOLEN PROPERTY	0	1	0%
29000	DAMAGE TO PROPERTY	3	0	-100%

## CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of March

Classification	Mar/2015	Mar/2016	%Change
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	0	1	0%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004 ORGANIZED RETAIL FRAUD	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	5	6	20%
35002 NARCOTIC EQUIPMENT VIOLATIONS	4	3	-25%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	0	0	0%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	0	0	0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000 ANIMAL CRUELTY	0	0	0%
<b>Group A Totals</b>	<b>23</b>	<b>26</b>	<b>13.04%</b>
01000 SOVEREIGNTY	0	0	0%
02000 MILITARY	0	0	0%
03000 IMMIGRATION	0	0	0%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000 ABORTION	0	0	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004 POSSESSION OF BURGLARY TOOLS	0	0	0%
26006 FRAUD -BAD CHECKS	0	2	0%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	0	0	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	1	0	-100%
38002 FAMILY -NONSUPPORT	0	0	0%
38003 FAMILY -OTHER	0	0	0%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	1	1	0%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	1	0	-100%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	8	1	-87.5%
53001 DISORDERLY CONDUCT	0	1	0%



## CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of March

Classification	Mar/2015	Mar/2016	%Change
53002 PUBLIC PEACE -OTHER	0	2	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	0	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	6	5	-16.6%
55000 HEALTH AND SAFETY	0	0	0%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	3	0	-100%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	0	0	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	5	2	-60%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
<b>Group B Totals</b>	<b>25</b>	<b>14</b>	<b>-44%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	0	3	0%
2900 TRAFFIC OFFENSES	15	27	80%
3000 WARRANTS	23	18	-21.7%
3100 TRAFFIC CRASHES	23	15	-34.7%
3200 SICK / INJURY COMPLAINT	87	72	-17.2%
3300 MISCELLANEOUS COMPLAINTS	132	147	11.36%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	70	75	7.142%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	490	595	21.42%
3800 ANIMAL COMPLAINTS	8	13	62.5%
3900 ALARMS	35	13	-62.8%
NON-CRIMINAL COMPLAINTS	0	0	0%
<b>Group C Totals</b>	<b>883</b>	<b>978</b>	<b>10.75%</b>
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	0	1	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	53	54	1.886%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%
MISCELLANEOUS A THROUGH UUUU	0	0	0%

## CLR-008 Monthly Summary Of Offenses (FC)

For The Month Of March

Classification	Mar/2015	Mar/2016	%Change
TRAFFIC WARNINGS	0	0	0%
<b>Group D Totals</b>	<b>53</b>	<b>55</b>	<b>3.773%</b>
5000 FIRE CLASSIFICATIONS	15	12	-20%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%
<b>Group E Totals</b>	<b>15</b>	<b>12</b>	<b>-20%</b>
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	0%
6200 ARREST ASSIST	0	0	0%
6300 CANINE ACTIVITIES	0	0	0%
6500 CRIME PREVENTION ACTIVITIES	0	0	0%
6600 COURT / WARRANT ACTIVITIES	0	0	0%
6700 INVESTIGATIVE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
CANINE ACTIVITIES	0	0	0%
<b>Group F Totals</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Totals for all Groups</b>	<b>999</b>	<b>1085</b>	<b>8.608%</b>

## CLR-008 Monthly Summary Of Offenses (FC)

		Year To Date Through March		
Classification		2015	2016	%Change
<b>Group F Totals</b>		<b>0</b>	<b>0</b>	<b>0%</b>
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004	JUSTIFIABLE HOMICIDE	0	0	0%
09005	DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%
09006	IN-CUSTODY DEATH	0	0	0%
10001	KIDNAPPING/ABDUCTION	0	0	0%
10002	PARENTAL KIDNAPPING	0	0	0%
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005	SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	1	0%
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%
12000	ROBBERY	1	0	-100%
13001	NONAGGRAVATED ASSAULT	9	9	0%
13002	AGGRAVATED/FELONIOUS ASSAULT	0	1	0%
13003	INTIMIDATION/STALKING	6	3	-50%
20000	ARSON	1	0	-100%
21000	EXTORTION	0	0	0%
22001	BURGLARY -FORCED ENTRY	3	3	0%
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	1	0%
23001	LARCENY -POCKETPICKING	0	0	0%
23002	LARCENY -PURSESNAATCHING	0	0	0%
23003	LARCENY -THEFT FROM BUILDING	5	5	0%
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005	LARCENY -THEFT FROM MOTOR VEHICLE	3	6	100%
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	2	2	0%
23007	LARCENY -OTHER	5	3	-40%
24001	MOTOR VEHICLE THEFT	0	2	0%
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003	MOTOR VEHICLE FRAUD	1	0	-100%
25000	FORGERY/COUNTERFEITING	0	5	0%
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	1	1	0%
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	1	1	0%
26003	FRAUD -IMPERSONATION	0	0	0%
26004	FRAUD -WELFARE FRAUD	0	0	0%
26005	FRAUD -WIRE FRAUD	0	2	0%
26007	FRAUD - IDENTITY THEFT	5	1	-80%
26008	FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000	EMBEZZLEMENT	1	2	100%
28000	STOLEN PROPERTY	0	1	0%



## CLR-008 Monthly Summary Of Offenses (FC)

		Year To Date Through March		
Classification		2015	2016	%Change
29000	DAMAGE TO PROPERTY	4	1	-75%
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002	RETAIL FRAUD -THEFT	0	2	0%
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004	ORGANIZED RETAIL FRAUD	0	0	0%
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	10	12	20%
35002	NARCOTIC EQUIPMENT VIOLATIONS	8	5	-37.5%
36001	SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002	SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000	OBSCENITY	2	0	-100%
39001	GAMBLING- BETTING/WAGERING	0	0	0%
39002	GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003	GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004	GAMBLING -SPORTS TAMPERING	0	0	0%
40001	COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002	COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003	HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000	BRIBERY	0	0	0%
52001	WEAPONS OFFENSE- CONCEALED	0	2	0%
52002	WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003	WEAPONS OFFENSE -OTHER	0	0	0%
64001	HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002	HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000	ANIMAL CRUELTY	0	0	0%
<b>Group A Totals</b>		<b>68</b>	<b>71</b>	<b>4.411%</b>
01000	SOVEREIGNTY	0	0	0%
02000	MILITARY	0	0	0%
03000	IMMIGRATION	0	0	0%
09003	NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000	ABORTION	0	0	0%
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004	POSSESSION OF BURGLARY TOOLS	0	0	0%
26006	FRAUD -BAD CHECKS	2	5	150%
36003	PEEPING TOM	0	0	0%
36004	SEX OFFENSE -OTHER	0	0	0%
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	1	0	-100%
38002	FAMILY -NONSUPPORT	0	0	0%
38003	FAMILY -OTHER	0	0	0%
41001	LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002	LIQUOR VIOLATIONS -OTHER	5	7	40%
42000	DRUNKENNESS	0	0	0%
48000	OBSTRUCTING POLICE	2	3	50%
49000	ESCAPE/FLIGHT	0	0	0%
50000	OBSTRUCTING JUSTICE	12	13	8.333%

## CLR-008 Monthly Summary Of Offenses (FC)

Year To Date Through March

Classification	2015	2016	%Change
53001 DISORDERLY CONDUCT	1	3	200%
53002 PUBLIC PEACE -OTHER	3	5	66.66%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	0	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	19	14	-26.3%
55000 HEALTH AND SAFETY	0	1	0%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	5	1	-80%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	1	0	-100%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	0	0	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	8	7	-12.5%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
<b>Group B Totals</b>	<b>59</b>	<b>59</b>	<b>0%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	3	6	100%
2900 TRAFFIC OFFENSES	42	61	45.23%
3000 WARRANTS	60	48	-20%
3100 TRAFFIC CRASHES	68	72	5.882%
3200 SICK / INJURY COMPLAINT	241	236	-2.07%
3300 MISCELLANEOUS COMPLAINTS	390	440	12.82%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	152	173	13.81%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	1412	1569	11.11%
3800 ANIMAL COMPLAINTS	19	33	73.68%
3900 ALARMS	75	44	-41.3%
NON-CRIMINAL COMPLAINTS	0	0	0%
<b>Group C Totals</b>	<b>2462</b>	<b>2682</b>	<b>8.935%</b>
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	0	-100%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	-100%
4200 PARKING CITATIONS	0	3	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	142	145	2.112%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%



## CLR-008 Monthly Summary Of Offenses (FC)

Classification	Year To Date Through March		
	2015	2016	%Change
MISCELLANEOUS A THROUGH UUUU	0	0	0%
TRAFFIC WARNINGS	0	0	0%
<b>Group D Totals</b>	<b>145</b>	<b>148</b>	<b>2.068%</b>
5000 FIRE CLASSIFICATIONS	36	43	19.44%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%
<b>Group E Totals</b>	<b>36</b>	<b>43</b>	<b>19.44%</b>
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	0%
6200 ARREST ASSIST	0	0	0%
6300 CANINE ACTIVITIES	0	0	0%
6500 CRIME PREVENTION ACTIVITIES	0	0	0%
6600 COURT / WARRANT ACTIVITIES	0	0	0%
6700 INVESTIGATIVE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
CANINE ACTIVITIES	0	0	0%
<b>Group F Totals</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Totals for all Groups</b>	<b>2770</b>	<b>3003</b>	<b>8.411%</b>



**Special City Council Meeting**  
**8:30 AM, SATURDAY, JANUARY 9, 2016**  
**Conference Room**  
**Farmington City Hall**  
**23600 Liberty St**  
**Farmington, MI 48335**

DRAFT

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## SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on January 9, 2016, in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 8:30 AM by Mayor William Galvin.

### 1. CALL TO ORDER

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

#### City Administration Present

Director Christiansen  
City Clerk Halberstadt  
City Manager Murphy  
Attorney Schultz

### 2. APPROVAL OF AGENDA

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

### 3. PUBLIC COMMENT

No public comment was heard.

### 4. DISCUSSION OF PROPOSALS FOR MAXFIELD TRAINING CENTER

**A. Motion to recuse Councilmember Schneemann from the discussion.**

Minutes Acceptance: Minutes of Jan 9, 2016 8:30 AM (Minutes)

**RESULT:**       **APPROVED [4 TO 0]**  
**MOVER:**       Greg Cowley, Councilmember  
**SECONDER:**   Jeff Scott, Councilmember  
**AYES:**        Sara Bowman, Greg Cowley, William Galvin, Jeff Scott  
**RECUSED:**    Steve Schneemann

Christiansen provided an overview of two proposals, received by Farmington Public Schools, for redevelopment of the Maxfield Training Center. The purpose of the discussion was to review each proposal in detail and discuss the issue of incentives for this redevelopment. He opened the discussion by referencing a Resolution passed in August 2013 earmarking specific projects to be potentially considered for incentives.

The two proposals up for discussion were from BlueDuck Holdings and Robertson Brothers Homes.

Galvin asked what is needed from Council.

Murphy is looking for guidance as far as what incentives to offer to the developer of Maxfield Training Center. He suggests something similar to what was offered in the Flanders site deal.

Scott expressed concern that there is no financial commitment on the end of BlueDuck Holdings. He believes their plan is very general with no specifics. He feels Robertson Brothers Homes provided more specifics and is ready to go, but that plan does not meet the standard set by the resolution. He doesn't believe it responds to the Vision Plan, and notes there is no indication of access to the park from the MTC site. He isn't willing to offer incentives until the proposal is more conducive to what is in the Vision Plan.

Cowley feels the city does need to provide incentives. He is willing to incentivize where there is ownership. He does not support apartments. He shares Scott's concern regarding both developers. He is concerned that only one proposal addresses the parking solution.

Bowman questioned why there were only two proposals submitted. She wonders if there are ongoing and continuing efforts to market the property. She supports mixed use of ownership and rental properties on the site. She would like to discuss the difference in proposal prices and what is included in those offers. She supports incentives.

Christiansen advised the Maxfield Training Center property is still on the market. Farmington Public Schools had a lot of interest, but only two proposals were submitted by the December 16, 2015 deadline. If neither of these two proposals moves forward, another proposal could be presented.

Galvin mentioned that BlueDuck Holdings provided a proposal for the Courthouse property a few months ago. At that time they had trouble securing financing for that project. He questioned what has changed in their financing structure that they are now able to fund the Maxfield Training Center redevelopment project. Galvin's impression of Robertson Brothers is that they build high-end projects that attract the type of economic demographic and resident that Farmington is accustomed to. He questioned how the

incentive process was going to work with this property.

Schultz mentioned that the incentive process would be similar to the Flanders site redevelopment.

Christiansen agreed that the city would provide up front incentives to motivate the investor/developer. He discussed the different types of incentives offered in the Flanders transaction.

Galvin questioned when the city will see an improvement in the DDA budget and from TIF growth and the city's budget in property taxes. He noted that the more incentives the city provides the longer the city and DDA will realize TIF growth.

Discussion followed regarding when the city will see profit from various property redevelopment and construction deals.

Cowley discussed how the school and city benefit from redevelopment projects. He stated the school system and the city should work together. He believes the schools will benefit more than the city in this redevelopment deal.

Christiansen explained that the next step would be to meet with Farmington Public Schools to let them know of the direction Council would like the city to take.

**5. ADJOURNMENT**

**1. Motion To Adjourn**

The meeting adjourned at 9:10 a.m.

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

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

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

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

Minutes Acceptance: Minutes of Jan 9, 2016 8:30 AM (Minutes)



**Special City Council Meeting**  
**9:00 AM, SATURDAY, JANUARY 9, 2016**  
**City Council Chambers**  
**23600 Liberty Street**  
**Farmington, MI 48335**

DRAFT

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## SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on January 9, 2016, at 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 9:00 AM by Mayor William Galvin.

### 1. CALL TO ORDER

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

#### City Administration Present

City Clerk Halberstadt  
City Manager Murphy

### 2. PLEDGE OF ALLEGIANCE

### 3. APPROVAL OF AGENDA

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

### 4. PUBLIC COMMENT

Elizabeth Turton, Parking Advisory Committee Chair, stated her Committee is seeking further instruction and direction from Council.

Minutes Acceptance: Minutes of Jan 9, 2016 9:00 AM (Minutes)



## 5. STRATEGIC PLANNING AND GOAL SETTING

Murphy introduced Charlie Fleetham, President of Project Innovations, Inc. and facilitator for the meeting.

Fleetham invited Councilmembers to share what they would consider to be a good outcome for the meeting.

Bowman stated she would like to achieve a high level review of the work plan; good understanding of the issues the city is facing.

Schneemann suggested reformatting the work plan so that it reads in a more organized manner. He is pleased that Council has the work plan as a guide and should be continued in perpetuity. He would like a methodical review of the Plan.

Fleetham concurred with Schneemann regarding the need to reformat the Plan. He stated using Word for this type of document is not efficient.

Cowley stated Council needs to make decisions that lead to revenue growth. He stated this begins with a financial overview and how to get from Point A to Point B. He is looking for Council to get on the same page regarding decision-making. He doesn't believe there is a sense of urgency around revenue growth.

Scott concurred with Cowley that financial growth will drive decision making. He would like to see growth in both neighborhoods and in the downtown. He would like to see a methodical review of the Plan.

Fleetham stated that based on Council feedback they will proceed with a step-by-step review of the work plan.

Galvin wanted Fleetham to stimulate a fluid, open dialogue.

Council discussed and agreed to the following 2016-2017 Work Plan:

### **Citizen Engagement and Communication**

Engagement - meaningful boards and commissions directed toward making Farmington a desirable place to live and own a business. *City Administration and City Council recognize social media has changed the rules of citizen engagement - participants drive the process.* Also, means creating a sense of place: community activities such as festivals, farmers markets, Warner Mansion, ice rink, walkable infrastructure leading to commercial and public space nodes.

#### **Item 1 Continue support for existing activities and events that promote place making**

- 1A Farmers Market, Summer Concert Series, Festival, Art on the Grand, Swing Dancers, Harvest Moon Celebration, Memorial Day Parade, August Run through the Hills, Governor Warner Mansion
- 1B Create Special Event Plan
- Creates a mindset in which volunteers are encouraged to initiate activities that create a sense of place within our city.
  - Conduct a comprehensive review of special event requests to improve application and streamline approval process.
- 1C Continue to encourage and support neighborhood block parties. Place information and application on website, in spring utility bill newsletter, and on Cable 15 bulletin board.
- 1D Develop a strategy for the future of the ice rink.

**Item 2 Meet annually with all City Boards and Commissions.**

- 2A Schedule as part of regular meetings at city commissions to provide a ten to fifteen minute overview of accomplishments and goals: Children Youth and Families, Farmington Community Library, Commission on Aging, Arts Commission, and Emergency Preparedness Commission.
- 2B Schedule annual joint meetings with the following boards, including all members, and commissions during regular city council study sessions: Corridor Improvement Authority, Beautification Committee, Historical Commission, and Downtown Development Authority.
- 2C Schedule joint meeting with Planning and Board of Zoning Appeals.
- 2D Assign staff as a liaison to boards and commissions and attend on a regular basis:
- Planning Commission: Kevin Christiansen  
 Board of Zoning Appeals: Kevin Christiansen or Assistant  
 Corridor Improvement Authority: Kevin Christiansen  
 Historical Commission: TBD  
 Beautification Committee: TBD

- 2E Meet with the 47<sup>th</sup> District Court in September to review annual report.
- 2F Schedule presentation of RRRASOC annual report in April or May each year.
- 2G City Council to develop on-going strategy to recruit, retain board and committee members, and develop schedule to give and receive feedback to board and committee members regarding educational needs, resource needs, and goal setting/accomplishment.
- 2H Initiate Historic Preservation Engagement Project (including residents of Historic District) to create house inventory and set of standards for governing properties in the Historic District.

### Item 3 Public Speaking Opportunities

- 3A Actively solicit service club to have City staff or Council provide annual reports or project updates
- 3B State of City presentation in February each year
- 3C Meet with neighborhood groups as projects develop
- 3D Identify all active homeowner associations/apartment/condo groups.
- 3E Develop communication plan that engages apartment and condominium residents.
- Initiate by sending separate mailing of City Manager's Update that is submitted along with utility bills.
  - Attend annual homeowner association/apartment/condo group meetings when possible.

### Item 4 Improve Electronic Communications

- 4A. Improve City website by posting meeting materials for Planning Commission and Downtown Development Authority.
- 4B. Complete City Hall Chamber renovations to allow for Planning Commission, DDA Board, and Board of Zoning Appeals meetings be televised and placed on Cable 15 for replay.
- 4C Expand use of City Facebook and Twitter to inform residents of special events, changes in services, election information, and utility bill and tax deadlines.

- 4D Evaluate Cost and feasibility to provide free Wi-Fi service in the Downtown
- 4E Develop plan to optimize SWOCC, including finding new location.
- 4F Investigate software capability that will allow citizens to input questions and comments on-line during city meetings.
- 4G Investigate on-line calendar system for Council and Admin.

*Council recessed at 10:35 a.m. and returned at 11:50 a.m.*

**Item 5 City Council engagement at Farmers Market by requesting periodically a booth at the market to be staffed by council members.**

**Item 6 Develop Marketing Plan for Farmington - events, investment and destination community, to prospective residents and businesses, including:**

- Promotion of use of City facilities.
- The decrease in front yard setback requirements to contractors/developers

**Economically and socially viable neighborhoods and commercial districts that are attractive and well maintained.**

**Item 1 Repurpose Existing Public Government Properties**

- 1A Continue coordination with Farmington Public Schools to insure that Maxfield Training Center will be sold.
- 1B Continue dialogue with Farmington Public Schools to redevelop east portion of Cloverdale School site for ballfields and a neighborhood park.
- 1C Continue marketing Courthouse Property.
- 1D Continue Orchards Development Project.
- 1E Prepare cost/benefit analysis for relocating City Hall and SWOCC.

**Item 2 Grand River Corridor Improvement Authority - continue as needed.**

**Item 3      Improve general commercial property maintenance of the City by strengthening enforcement and encouraging redevelopment.**

- 3A      Revisit Downtown A-frame sign regulations.
- 3B      Target commercial centers for improved maintenance.
- 3C      Strengthen rental housing property maintenance. Code Enforcement to provide additional attention to rental houses in single family neighborhoods.
- 3D      Implement an Architectural Design Award to recognize those who make improvements in their buildings - residential/commercial or renovation ... or all three.

**Item 4      Create pedestrian and bicycle network that is connected to networks inside/outside the City of Farmington and directed toward commercial and public spaces nodes within the city. Approach City of Farmington Hills to work jointly.**

- 4A      Pursue creation of a joint city ad hoc committee to work with staff and consultants to create pedestrian and bicycle network.

**Item 5      Address Downtown Parking Challenges**

- 5A      Parking Committee to present short/medium/long term findings to Council by end of 1Q16. Include ideas for parking deck plan/municipal parking on the North lot.

**Item 6      Land Use Planning**

- 6A      Initiate process to update of master plan - early 2017 (five years as required by statute)
- 6B      Complete new parks and recreation master plan by July 2016.
- 6C      Develop new downtown master plan by winter 2017.
- 6D      Commit to more proactive approach regarding land acquisition to include addressing land banking opportunities.
- 6E      Clarify funding for Capital Improvements Program.
- 6F      Find a way to fund Farmington Road Streetscape and other key infrastructure improvements, including parks improvements by seeking grant opportunities.



- 6F Continue working with Winery owners regarding re-evelopment ideas.

*Council recessed at 12:10 p.m. and returned at 12:35 p.m.*

**Item 7 Complete update of City Signs - park signs, city buildings, and downtown signs.**

**Infrastructure reliability**

Reliable city infrastructure: water and sewer services in particular, good streets and roads, public works and public safety vehicles, urban forestry, electronic interfaces with residents and businesses.

**Item 1 Grand River Avenue**

- 1A. Engage MDOT ASAP to discuss another mill and overlay as a medium-range solution.
- 1B. Continue discussing a long-term transfer to the City that would involve the City of Farmington Hills and the Road Commission for Oakland County.
- 1C. Continue evaluating Grand River road diet between Orchard Lake Road and Downtown. Its implementation addresses a number of the goals identified in the City's Vision Plan: a) creating greater non-motorized linkage from downtown through to the east side (Item 4); b) greater pedestrian and bicycle usage would result ultimately in linking the river corridor with Shiawassee Park; c) greater linkage from downtown to the east side; d) slowing traffic down will create a more business friendly environment; e) knowing this may be a longer term goal, it is best to start working on it now; and f) coordination will be required not only with the CIA but the yet to be formed walkability committee.
- 1D Restripe Grand River West of Farmington Road

**Item 2 Develop comprehensive urban forestry program and policy.**

- 2A. Establish on-going funding source to remove and replace dangerous trees and limbs from the public right-of-way.
- 2B. Develop a city-wide tree management plan.

**Item 3 Maintain and Improve City Streets**

- 3A. Continue development of updated five-year road improvement program based on Pacer system.

**Item 4 Maintain and Improve City Water and Sewer System**

- 4A. Continue implementation of five-year capital improvements plan that includes lining sanitary sewer collection system in the Bel Aire subdivision.
- 4B. Continue the fire hydrant maintenance and replacement program.
- 4C. Evaluate for each road reconstruction project whether the sanitary main needs to be lined and/or water main to be replaced.
- 4D. Continue work with Oakland County Water Resources Commission and City Consultant OHM to comply with administrative consent order for the Evergreen Farmington Sanitary Sewer District.
- 4E. Continue to reduce unaccounted water percentage by installing meters at City facilities and by periodically monitoring flow of large commercial and multi-family customers.
- 4F. OHM to develop plan to show how water/wastewater/other utilities will accommodate upcoming development plans.

**Item 5 Sidewalks**

- 5A. Establish special assessment service district to remove snow along Grand River Avenue beginning at Halsted Road and continuing east through the Downtown. This will be a contracted service.
- 5B. Develop strategy to replace dangerous portions of sidewalk throughout the city.

**Item 6 Focus on technology over the next five years**

- 6A. Continue to expand convenience and reduce cost for residents and businesses to pay utility bills and taxes electronically.

- 6B Evaluate utilizing communication applications in which residents can communicate with public works and other departments regarding service issues: potholes, downed power line, etc.
- 6C Develop IT document management and storage strategy.

### **Maintain High Quality and Convenient Municipal Services**

- Item 1 Maintain excellent public safety response times.**
- Item 2 Maintain public works fall leaf collection program.**
- Item 3 Continue practice of plowing all streets within one day of a major snowstorm.**
- Item 4 Develop and maintain a good parks system.**
- Item 5 Connect pedestrian (sidewalks) and bike trails.**
- Item 6 Improved streetscape maintenance.**
  - 6A Increase focus on meeting maintenance needs in the Downtown area.
  - 6B Improve Park Maintenance
- Item 7 Develop public safety and fire trucks replacement program.**
- Item 8 Building Security Upgrades - identify a vendor who will provide us with security upgrade recommendations throughout City Hall and public safety**

### **Financial Sustainability**

- Item 1 Do not engage in long-term deficit spending for operating purposes.**
- Item 2 Continue to examine alternatives to reduce operating costs while maintaining or improving services.**
- Item 3 Develop five-year capital improvements program in which projects will be financed on a pay as you go basis**

(presumes on-going funding source) or short-term financing.

- Item 4 Develop a two-year budget within the construct of Council 2016-2017 Work Plan.
- Item 5 Maintain AA bond rating.
- Item 6 Continue to provide five-year budget forecast when developing proposed budget.
- Item 7 Continue to monitor Other Post Employment Benefits (OPEB) costs and financing. Submit annual report to City Council highlighting investment performance from the Retiree Health Care Trust Fund, premiums paid in the Retiree Health Care Trust Fund, changes in plan members, and actuarial reports.
- Item 8 Conduct annual review of Pension forecasted liabilities
- Item 9 Ensure that TIFF revenue growth is critical ingredient in development decisions.

#### Market Competitiveness

- Item 1 Monitor Overall Homestead and Non-Homestead millage rates of surrounding communities and comparable sized communities in Metro Detroit.
- Item 2 Monitor wage and benefits of surrounding communities and communities of comparable size with the intent of providing a competitive compensation package to attract and retain good employees and to insure financial resources are utilized effectively.
- Item 3 Monitor water and sewer rates of surrounding communities
- Item 4 Monitor Residential Housing values
- Item 5 Monitor Commercial lease values
- Item 6 Monitor apartment lease values
- Item 7 Monitor and Evaluate consulting services, including fee escalations.
- Item 8 Review DDA structure and goals regarding PSD renewal/TIFF growth and additional downtown activities.

**6. COUNCIL COMMENT**

No Council comment was heard.

**7. ADJOURNMENT**

**1. Motion to Adjourn**

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

The meeting adjourned at 2:00 p.m.

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

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

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

Minutes Acceptance: Minutes of Jan 9, 2016 9:00 AM (Minutes)





**Joint City Council and DDA Board Meeting  
6:00 PM, MONDAY, FEBRUARY 22, 2016  
City Council Chambers  
23600 Liberty Street  
Farmington, MI 48335**

DRAFT

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**JOINT MEETING OF THE CITY COUNCIL AND DDA BOARD MEETING MINUTES**

A joint meeting of the Farmington City Council and Downtown Development Authority Board was held on Monday, February 22, 2016, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

**I. CALL TO ORDER**

1. Roll Call

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

**DDA Board Members Present:**

Tom Buck  
Rachel Gallagher  
Sean Murphy  
Agnes Skrzycki

**DDA Board Members Absent:**

Les Key  
Dan Higgins  
Valerie Greer  
Kathleen Platzke

**Others Present:**

Director Christiansen  
City Clerk Halberstadt  
Assistant to the City Manager Knowles  
City Manager Murphy  
Attorney Schultz

Minutes Acceptance: Minutes of Feb 22, 2016 6:00 PM (Minutes)

## II. APPROVAL OF AGENDA

### 1. Motion to Approve the Agenda as Presented.

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

## III. PUBLIC COMMENT

No public comment was heard.

## IV. MAIN STREET APPROACH REFRESH

Knowles reported that she, Councilmember Bowman and DDA Boardmember Skrzycki attended a recent session sponsored by Main Street Oakland County regarding forthcoming changes. She indicated Main Street is focusing more on project based rather than committee based applications. She noted Farmington is already operating under a project based application, but work continues to implement the way Main Street is changing the way to do business.

Knowles stated with the proposed changes Main Street is placing more focus on economic development through transformational strategies. Their hope is that communities will develop an economic positioning statement based on either a demographic genre or a product niche. The communities can then develop their work plans based on projects or programs that will help fulfill that economic positioning strategy. She said more details will be forthcoming at the Main Street Conference in Milwaukee in May. Hopefully she will be able to share a more clear direction and instruction on what the expectations are from Main Street going forward.

Schneemann asked if things will remain status quo with Main Street until more information is provided and Knowles responded in the affirmative. She stated they are currently conducting pilot programs with select communities in developing strategies for implementation. She advised the final roll out on the project will be next year, but Main Street is hoping that communities will begin thinking more strategically now so that at the time of the full roll out all participants will be in a better position to assimilate the new way of doing business.

Schneemann then asked if the Design Committee will continue to operate in the same way. Knowles responded they will likely retain much of the structure of the Design Committee, but that it may evolve over time.

Schneemann asked if Farmington's continued participation in Main Street will be premised on adopting the proposed changes. Knowles responded in the affirmative.

Cowley questioned whether Knowles had reviewed the four standing committees and their expected results. She responded that the DDA is already transitioning away from the committee concept and developing work plans for the coming year. The plans will be presented to Council at their March meeting and will specify projects including parking.

Cowley asked her to identify other projects for the coming year. Knowles responded that they have project teams for various promotions such as: Ladies Night Out, Business Locator Map, Harvest Moon, public communication including the Main Street Messenger, and final closure on The Orchards.

Buck stated the change is consistent with the direction that the DDA has been taking towards more focus on economic development. Knowles indicated that the term economic development will be renamed so as not to interfere with out of state nonprofits.

Buck stated the goals, objectives and actions are clear and consistent with the plans for 2016-2017 and they seem like a good fit.

Galvin inquired about the mission statement and work plans, stating there is already a Vision Plan, a Downtown Area Plan, and a new Downtown Master Plan in the works. He asked whether a new statement will be developed or can an existing one be put in place. Knowles responded they could modify one currently in place to insure it fits with the changes.

Responding to a question from Bowman, Knowles stated the program will be renamed Main Street America with all new logos.

Cowley asked Knowles where the legislature stands on the Tax Increment Financing (TIF). She responded legislation was introduced once again that if passed would negatively impact the longevity of the DDA's utilization of TIF. She stated it won't eliminate TIF but will restrict the length of time it can last which may affect a community's ability to issue bonds for improvements. She noted when the Corridor Improvement Authority was created last year a legal agreement with Oakland County was created to capture county taxes regardless of what happens with the TIF legislation.

Cowley then asked whether TIF revenue could be counted on when considering the budget for upcoming years. Knowles responded if there are sufficient revenues to support it.

Cowley then questioned whether Farmington would be at risk if a bond is issued and TIF disappears. Knowles advised that the existing TIF would remain in place, but no extensions would be given.

Galvin asked if that was part of the Main Street Refresh program and Knowles responded in the negative. She stated the Refresh program is strictly an approach encouraged by the National Main Street Center, but is not in any way linked to TIF.

Buck stated he read the summary and believed that the revenue required to pay off bonds would be protected in some fashion.

## **V. ROLES AND RESPONSIBILITIES**

### **a. Parking – City/DDA and Downtown Parking Advisory Committee**

Murphy described the history of the Parking Advisory Committee and the role of the liaison to the DDA.

Buck advised that City Manager Murphy would like concerns or viewpoints expressed by business owners, residents, etc. conveyed to the liaison to pass on to the Parking Committee.

Buck stated it is the mission of the DDA to support business success and growth. He expressed concern over putting one of their board members in a position to pass on information to the Parking Advisory Committee that has not necessarily been heard by Council. He would like there to be direct dialogue with Council and the Committee about concerns presented to the DDA.

Knowles advised that not all changes implemented by recommendation of the Parking Committee and approved by Council have been favorably received. She recommended adopted a standardized protocol so if an issue arises it can be addressed appropriately and through the proper channels.

Christiansen concurred with Knowles and stated that all of the boards and commissions as well as City Council are trying to effectuate open and consistent communication of issues and actions and status. He stated it is important to make sure that information is shared.

Responding to a question from Murphy, Buck indicated that the DDA has made efforts to obtain feedback from businesses in town and then provide that information to the appropriate body, be it City Council, the community or the Parking Committee. He stated the DDA is attempting to do the best job they in representing their customers who are essentially the downtown. He stated the goal of the DDA is different from that of Council or the Parking Committee and is pretty well defined by statute.

Buck discussed DDA funding and how those dollars are used towards economic development and increasing the vibrancy of the downtown to promote business growth. He stated the issue of parking has been on the agenda for many years and will likely continue going forward. The DDA will continue to share with Council and the Parking Committee information provided by the businesses.

Cowley pointed out that the DDA has refused to take up the issue of parking and develop a strategy. He was on the DDA for years and nobody wanted to address the issue, but now that the Parking Committee has developed a positive strategy that they disagree with, they are up in arms. He noted that many of the DDA Board members disagree with the strategy and discussed a need for better communication with Council. He stated after Fresh Thyme opens the business community will have plenty of time to discuss it's positive or negative impact on their business. He further stated he would encourage the DDA to bring metrics, statistics, etc. regarding the parking issue.

Gallagher advised the DDA Board has not taken an official position on parking, but several of its members feel that the businesses are not being represented in the changes that are being made.

Responding to a question from Schneemann, Gallagher stated the DDA has never taken a vote on the 3-hour parking limit so she is unaware of how each board member feels.

Buck indicated that dialogue on the 3-hour parking limit began in February to get to a board position that would be in response to what they were hearing from businesses. He confirmed no majority statement or consensus statement has been adopted by the DDA on the parking issue.

Bowman asked background questions on the Parking Advisory Committee and further discussion was held on the role of the liaison. She doesn't believe the DDA and Council have different visions on the parking issue.

Buck stated their interest is to try to maximize satisfaction in the downtown and optimize the resources available whether it is parking spaces, funds, time or support. He stated the Board continues to hear concerns from businesses regarding changes to downtown parking and he wants to insure they are heard.

Scott expressed concern that the Parking Committee was formed seven months ago and the DDA is simply having dialogue. He stated the DDA should have addressed this issue years ago. He noted four to five sites should have been selected for a parking structure and discussion should have been held on how it would be financed. He stated this needs to get done.

Buck stated the parking deck dialogue has been going on for many years with studies, three potential sites selected; but due to economic challenges decisions were not made. He indicated the DDA is looking next year to establish a site for a parking deck and will know after Fresh Thyme opens what direction parking should take. He stated he has been quoted in the paper as having the desire to be proactive and look for solutions now.

Schneemann believes the DDA should be able to have dialogue about issues that affect the downtown including a parking structure.

Sean Murphy advised that the parking study should be updated.

Galvin believes the boards and commissions are in place in part to help Council make decisions and represent the citizens. He stated historically the DDA has been involved in economic development, TIF, promotions, and the Main Street Program. He stated each board and commission has their role and he viewed the Parking Committee as a tool to gather statistics, data, and the like. He discussed the overlap of boards and commissions and indicated the City Manager as the central coordinator. He suggested using the administrators to help with communication problems.

Galvin summarized the discussion by saying parking management is a continual adaption to the needs of the businesses, the customers, the citizens, and visitors.

**b. Council Members and DDA Board Members**

Discussion was held concerning DDA members who do not regularly attend meetings and the continuing struggle to achieve a quorum at their meetings.

Knowles advised that officials from Main Street Oakland County came out to conduct board training. As part of the training, they re-emphasized the commitment level that was expected.

Buck stated he would like to see a more diverse board that would include businesses on the south side of Grand River. He noted there are two re-appointments coming up.

Discussion followed regarding interviewing board members who are up for re-appointment.

Responding to a question from Scott, Knowles stated there is a provision in bylaws to address board member absences.

**VI. DDA JOINT OPERATING AGREEMENT WITH THE CITY**

**a. Downtown Development Authority Joint Operating Agreement with the City of Farmington**

Murphy provided background on a DDA joint operating agreement with City of Farmington, noting it was a two-year agreement established in 2013 and expired in 2015. He advised Administration is recommending renewal of the agreement.

In response to a question from Galvin on how to move forward with approving the agreement, Schultz stated the agreement needs to be approved by both the DDA Board and Council. He suggested it to become a rolling contract, automatic renewal, with a three-month cancellation.

Buck expressed support for making the change to the term of the contract.



Schneemann stated as a former DDA member, he understood the agreement was meant to be short term and on a trial basis.

Murphy then suggested a 2017 termination date, and then during the budget process renew it as necessary.

Schultz asked for input from both parties as to what language should be included in the contract.

Knowles stated she supports current contract as stated with annual rollover; and would like the option of another year added.

Schultz summarized the discussion by saying the language of the contract would include the renewal provision until 2017.

Galvin then instructed the city attorney to prepare the contract and resolutions for both the DDA and City Council.

## **VII. FINANCES**

Murphy noted the City has helped out the DDA for the last several years, but as TIF funds increase he would like the board to provide more financial assistance to the city. He cited a number of projects including landscaping along Grand River and help to cover incentive costs to encourage Maxfield Training Center redevelopment.

Buck stated he believes that the DDA and City Council have a history of collaboration that supports each other.

Gallagher stated some issues can be addressed through volunteer help.

## **VIII. OTHER BUSINESS**

Murphy stated he would like to be more engaged in the DDA but his current schedule prohibits him from doing so. He was informed of the date and time of the next meeting which he stated he could attend.

## **IX. COUNCIL AND BOARD COMMENT**

Scott expressed appreciation for the meeting and the frank discussion that was held

Cowley spoke about the accomplishments of the DDA during his tenure on that board. He expressed concern over the DDA's lack of achievement. He indicated the DDA should find board members that will show up to meetings, and address issues as they arise. He stated City Council and the DDA Board need to get on the same page. He pointed out that all boards and commissions should get on the redevelopment bus to allow for change and growth in the City. He does not want to see the DDA go back to being a garden club wherein the best interests of the city would not be served.

Bowman expressed appreciation to all volunteers and noted that civic engagement is important for residents.

Murphy stated he supports and encourages ongoing dialogue, however, issues other than parking are important as well such as the Farmington Road streetscape.

Skrzycki stated she has no comment, but admonished everyone to "play nice in the sandbox." She noted everyone is there for the same purpose and wants the best for Farmington.

Gallagher recommended Council and the DDA Board meet more often. They need to put some dates on the calendar.

Galvin discussed the "car as a service" he presented at the State of the Cities address. He suggested the DDA could consider taking it on as a service to the downtown in the future. He indicated he is reaching out to Bosch to explore this idea and invited anyone to help him in looking at this venture.

Galvin announced a joint meeting between the two City Councils and the Farmington School Board on February 29th at Greek Island Grill.

**X. ADJOURNMENT**

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

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

The meeting adjourned at 8:05 p.m.

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

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

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

Minutes Acceptance: Minutes of Feb 22, 2016 6:00 PM (Minutes)



Special City Council Meeting  
7:00 PM, MARCH 7, 2016  
City Council Chambers  
Farmington City Hall  
23600 Liberty Street  
Farmington, MI 48335

DRAFT

**SPECIAL MEETING MINUTES**

A special meeting of the Farmington City Council was held on Monday, March 7, 2016 in the Conference Room, Farmington City Hall, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

**1. ROLL CALL**

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

**City Administration Present**

- Director Christiansen
- City Manager Murphy
- Recording Secretary Murphy
- City Attorney Schultz

**2. APPROVAL OF AGENDA**

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

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

### 3. PUBLIC COMMENT

Students from Catholic Central High School introduced themselves stating that they were attending tonight's meeting for a class assignment.

### 4. BOARD & COMMISSION INTERVIEWS

#### A. Consideration to Reappoint Tom Buck to the Downtown Development Authority

Council interviewed Tom Buck for his reappointment to the Downtown Development Authority.

**Motion to approve reappointment of Tom Buck to the Downtown Development Authority for a 4-year term ending 2/28/2020.**

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

### 5. CONSIDERATION TO APPROVE UPDATED SPECIAL EVENTS POLICY

#### A. Proposed Special Events Policy

Murphy advised that a year ago Council requested City Administration review and update the special events policy. Since that time the current policy was distributed to all department heads for their review and comments. Feedback from the department heads was incorporated into the draft document and then submitted to Council for review.

Galvin asked if the document would be nonbinding and Schultz responded that it will be binding on things allowed in the parks and once the document language is settled the next task will be to update the special event ordinance.

Galvin noted there are residents who have been delayed in applying for a special event permit until the policy has been approved.

Discussion followed regarding what would trigger the requirement for Council approval of a special event request.

Murphy commented the purpose of this provision is to reduce the number of events that would require Council approval.

Galvin commented the policy gives preference to Farmington/Farmington Hills residents in holding special events.

Responding to a question from Cowley, Murphy stated special events involving food trucks would likely require Council approval.

Responding to a question from Bowman, Schultz advised a date may be reserved for an annual event, however, Council approval would still be required each year.

Discussion followed regarding the section of the policy that directs an applicant to invite local businesses to participate in a special event to the greatest extent practical, depending upon its nature and purpose. Schultz advised this stipulation applies to events in Riley Park and indicated that the event holder would have to show that they made a reasonable effort to include merchants and provide proof of same.

Galvin stated this policy addresses concerns expressed by the DDA that special events could potentially take business away from the local merchants.

Further discussion was held on policy language and Murphy suggested putting wording in to include compatible businesses within the Central Business District.

Schneemann stated the language is too broad and should be more closely defined. He recommended providing event sponsors with a handout to use in approaching local businesses. He would also like a check box included in the application that confirms the event sponsor had approached businesses in the downtown to participate in the event.

**Motion to approve the proposed Special Events Policy with amendments agreed upon by Council. [SEE SPECIAL EVENTS POLICY].**

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

## 6. BOARD AND COMMISSION INTERVIEW: SCHEDULED AT 7:00 P.M.

### A. Consideration to Appoint Brian Spitsbergen to the Commission on Children, Youth and Families

Council interviewed Mr. Spitsbergen for a position on the Commission on Children, Youth and Families.

**Motion to appoint Brian Spitsbergen to the Commission on Children, Youth and Families to fill an unexpired term ending 12/31/2017.**

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

## 7. CONSIDERATION TO APPROVE INTERLOCAL AGREEMENT FOR CLEMIS IT SERVICES

Murphy advised the Oakland County Court and Law Enforcement Management Information System (CLEMIS) has revised the IT services agreement with local communities and has requested approval/execution of the new agreement. The agreement governs IT service provisions by CLEMIS to member communities. The agreement was revised to reflect current IT practices.

Galvin confirmed through his conversation with Chief Demers that this is a procedural action only.

Cowley asked if everyone was satisfied with the service and Murphy responded in the affirmative.

**Motion to approve an interlocal agreement for Oakland County Court and Law Enforcement Management Information System (CLEMIS) IT services as presented. [SEE ATTACHED AGREEMENT].**

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

## 8. CONSIDERATION TO APPROVE DDA AND CITY INTERGOVERNMENTAL AGREEMENT

Murphy advised this intergovernmental agreement was originally prepared as a result of the DDA's action to move forward with a reorganization plan with the City of Farmington, which resulted in the creation of an overall Economic and Community Development Department.

The agreement provided for the City Manager to act as the Executive Director of the DDA and the incumbent was absorbed into the City Manager's office as Assistant to the City Manager.

The agreement had an initial two-year term which expired on June 30, 2015. The DDA compensates the City a total of \$66,000 for providing a contractual service, which



represents \$6,000 for finance/accounting services and \$60,000 toward the economic development services.

City Administration is requesting City Council approve renewal of the agreement until June 30, 2017 at which time the DDA board will reassess its ability to function separately as is provided for in the state statute. The agreement was approved by the DDA board at their last meeting.

**Motion to adopt a resolution to renew an Intergovernmental Agreement for Economic and Community Development Services effective July 1, 2015 to June 30, 2016, and thereafter from July 1, 2016 to June 30, 2017. [SEE ATTACHED RESOLUTION].**

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

**9. CONSIDERATION TO ACCEPT PROPOSAL OF RECONNAISSANCE-LEVEL HISTORIC STUDY**

**A. Acceptance of Proposal City-Wide Reconnaissance-Level Historic Survey by Oakland County Economic Development & Community Affairs**

Present: Laura Myers, Historical Commission Chair  
Ron Campbell, Principal Planner and Design/Preservation Architect for Oakland County

Laura Myers advised the Oakland County Economic Development and Community Affairs depart has proposed conducting a free city-wide historic resource survey, the results of which would provide what they consider to be contributing or non-contributing historic structures in the city.

Ron Campbell discussed the proposed survey and other free services offered by Oakland County.

Responding to a question from Cowley, Myers confirmed the survey would provide an inventory of historic structures in Farmington.

Bowman asked if current legislation regarding Historic Districts would impact the cost of the survey and Campbell responded in the negative.

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

Schneemann asked how this survey would dovetail with a paid survey conducted several years ago. Myers responded the earlier survey included only buildings in the downtown, but no residences.

Schneemann expressed concern over the possible conflict of opinions between the earlier survey and the proposed one.

Campbell explained the process of conducting the survey and what it would involve.

Scott addressed the expectations of the survey and further discussion was held. An April timeline was also discussed as to the start of the project.

Galvin asked Myers if residents could address their questions to the Historical Commission about the survey and she responded yes.

**Motion to accept a City-Wide Reconnaissance-Level Historic Survey proposal from Oakland County Economic Development & Community Affairs. [SEE ATTACHED PROPOSAL].**

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

*Council recessed the meeting at 7:55 p.m.*

*Council resumed the meeting at 8:07 p.m.*

## 10. CONSIDERATION TO APPROVE THE DISSOLUTION OF SWOCC

Murphy advised that the City of Novi had already approved the dissolution of SWOCC and Farmington Hills was in the process of doing the same.

Schultz advised Council had been informed a while ago about reduced revenues coming in from SWOCC. He discussed the history of moving the process forward towards dissolution. He stated he was asked to put together an agreement that would voluntarily dissolve the entity known as SWOCC. He advised Council was provided with a document prepared by his office detailing same. He indicated the last day for SWOCC employees would be March 31<sup>st</sup>, 2016. He noted the SWOCC Board had approved this unanimously at a meeting in February.

Cowley discussed the make-up of SWOCC and its supporting staff. He indicated Novi is moving in the direction of channeling cable services through their school system. He gave a history of the entity and what the expectations were for public access. He discussed diminishing revenue for public access, but noted that no services will be

eliminated that are presently in place today. He also noted the building will be put up for sale.

Discussion followed regarding future plans for service and related funding of \$18,000 from PEG fees. Murphy stated he is exploring two possibilities and is confident one of them will be put in place.

**Motion to approve the Dissolution and Liquidation Agreement related to the Southwestern Oakland Cable Commission, i.e. known as SWOCC, subject to approval by the Cities of Farmington Hills and Novi. [SEE ATTACHED AGREEMENT].**

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

## 11. SPECIAL EVENT REQUEST

**Motion to approve a Special Event Request from the Farmington Family YMCA to conduct an Easter Egg Hunt in Shiawassee Park on Saturday, March 19, 2016 from 9:00 a.m. to 2:00 p.m.**

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

## 12. CONSIDERATION TO APPROVE FOUR TEMPORARY RESIDENT PARKING PERMITS FOR THE NORTH LOT

Murphy advised that in an effort to ease the transition to time limited parking enforcement in the north municipal lot, the Parking Advisory Committee is recommending that four (4) parking permits be issued, at no cost, for Saturday parking in the North Lot, excluding the front row spaces; one permit to each of the four (4) apartments of the Cook Building Apartments for a total of four (4) permits; each permit would only be valid for the remainder of each resident's current lease and limited to the current resident's usage.

Louay Jardack, 32892 Robin Hood Drive, Beverly Hills, one of the owners of the Cook Building where the apartments are located, was present. He detailed the history of his ownership and what attracted him to purchase it, citing the apartments with the parking

in the back. He spoke of his dislike for the temporary parking permits and how it will impact his investment.

Murphy explained how the Parking Advisory Committee reached its decision regarding the proposed permits.

Bowman spoke on seeing both sides of the issue and queried how one would effectuate a long term solution to this problem and not just a temporary fix.

Cowley stated a venture capitalist is coming to speak to the Parking Advisory Committee on March 16<sup>th</sup> to tell them how they were able to help both Royal Oak and East Lansing in financing the deck structures and further discussion was held.

Schneemann asked if there were any private parking places in the vicinity and discussion followed. He stated the need to be fair and equitable in this situation, noting the temporary parking permits were a step in the right direction.

Scott asked if these were the only apartments in the downtown that do not have parking and Murphy responded in the affirmative. Scott spoke about the challenge of living in an urban area and the issue of parking.

Cowley expressed support for the permits even though it is a band aid approach. He believes the Parking Committee is on track, and that they understand not everyone is going to be happy. He stated the ultimate solution is to expand and increase parking capacity and to do it quickly is the mission of the Parking Committee.

Galvin stated that progress does not happen without disruption. Everything in business advancement is about disruption. You cannot advance and make progress with status quo. He expressed his concern that by allowing permits they will be giving away city property for free. He stated the City and the DDA need to work expeditiously to find ways to increase parking capacity, specifically in the North lot.

**Motion to adopt a resolution to approve four temporary resident parking permits in the north municipal lot for Saturdays only. [SEE ATTACHED RESOLUTION].**

<b>RESULT:</b>	<b>APPROVED [4-1]</b>
<b>MOVER:</b>	Sara Bowman, Councilmember
<b>SECONDER:</b>	Steve Schneemann, Mayor Pro Tem
<b>AYES:</b>	Bowman, Cowley, Schneemann, Scott
<b>NAYS:</b>	Galvin

**13. CONSIDERATION TO APPROVE LIQUOR LICENSE FOR FARMINGTON BREWING COMPANY**

Present: Jason Hendricks and Jason Schlaff, co-owners of Farmington Brewing Company

Schneemann recused himself from this Agenda item.

Schlaff stated the Farmington Brewing Company has wildly exceeded its ability to produce enough beer for the growing brewery market in this area. He indicated they are in the process of leasing one of the three suites located in the Noonan Building on Nine Mile Road to establish a production brewery which will not offer any form of customer service other than a tour of the facility. No sales will be conducted out of that location, just distribution to existing customers. He indicated they are amenable to the resolution provided by the City Attorney with the caveat that they may wish to rezone that property in the future.

Bowman thanked the applicant for staying in Farmington.

Cowley questioned whether the Liquor Commission is involved in the process, and the applicant responded they are Step 2 of the application.

**Motion to approve a Liquor License for Farmington Brewing Company subject to the resolution in the agreement with language being worked out between management and the City Attorney. [SEE ATTACHED LOCAL GOVERNMENT APPROVAL].**

<b>RESULT:</b>	<b>APPROVED [4 - 0]</b>
<b>MOVER:</b>	Jeff Scott, Councilmember
<b>SECONDER:</b>	Sara Bowman, Councilmember
<b>AYES:</b>	Bowman, Cowley, Galvin, Scott
<b>RECUSED:</b>	Schneemann

**14. REVIEW OF PURCHASE AGREEMENT FOR OLD 47<sup>TH</sup> DISTRICT COURTHOUSE PROPERTY**

Present: Roger Scherr, SDS Ventures  
Dan Blugerman, Thomas A. Duke Company

Christiansen advised the city has received an offer to purchase the courthouse property on Ten Mile Road. The proposed purchase agreement from SDC Ventures is similar to a previous agreement with Balfour. The proposed purchase price is \$420,000. He stated there are other potential buyers currently inquiring about the property.

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

Scherr provided a profile and history of SDS Ventures. He stated the proposed project on the approximately 4-acre site is for single family, detached homes of 1800 to 2400 square feet, built on 55 foot lots.

Schneemann inquired about material that will be utilized on the homes. Schultz advised this project will likely be developed as a Planned Unit Development.

Responding to a question from Scott, Scherr stated he has not yet reviewed the Downtown Area Master Plan. Scott noted the proposed project differs from the Master Plan. Discussion was held on lot size width.

Bowman expressed support for the concept plan, but questioned whether the sledding hill would be protected.

Galvin expressed support for the project and was excited about the single family homes. He thanked Mr. Scherr for the presentation.

## **15. CONSIDERATION OF PUD AMENDMENT FOR GRAND RIVER – HALSTEAD PLAZA**

Present: Lonnie Zimmerman, Architect, Siegal/Tuomaala Associates Architects and Planners, Inc.

Christiansen advised this agenda item is a review and consideration to amend the Grand River & Freedom Road Planned Unit Development (PUD) in order to modify the required/approved screening wall along the east side of the site behind The Tile Shop.

Christiansen provided a history of the ongoing project, stating the wall that was previously approved was an 8-foot masonry wall.

Zimmerman advised they already have site plan approval for the office building and will start construction as soon as they have the necessary approvals.

Zimmerman stated when the original PUD was done they based it on information that was available at the time, but have learned a lot since then. He stated that the wall is concrete and is leaning in areas along the east property line. He indicated there are retaining walls on the residential side that partially drop down eleven feet from the parking lot grade. He stated that area is leaning and was reinforced probably twenty or more years ago with a horizontal structural beam which is not doing the job.

Zimmerman indicated the project architects have recommended taking down the first 20 feet of the wall to avoid blocking visibility. He advised the next 141 feet is strictly a screen wall, it's an embossed concrete poured wall they originally planned to remove and replace. He stated thorough examination of the wall by engineers revealed the first 141 feet is in much better shape than originally thought. So the new plan is to build up the concrete wall with masonry to make it a minimum of eight feet high.



Zimmerman stated the new plan for the retaining wall that is leaning is to replace the carport in order for a buttress to be installed. He provided further detail on the installation of the buttresses and rebuilding of the carport. He stated they have been working with the adjacent property owner regarding this new plan.

Zimmerman stated they are requesting that the PUD be modified to permit them to work with the existing wall, add extra height with the vinyl fence over the top of it. He stated another option would be to take the screen wall portion off entirely and build a solid vinyl fence entirely at that point without the existing concrete screen wall there.

He stated the water main easement is driving a lot of their decisions and a new masonry wall is out of the question there.

Schultz stated if there is an amendment to the PUD it has to go back before the Planning Commission, a public hearing must be held, and then back to Council with the proper documents and final approval.

Scott spoke about the obstacles associated with the new plan and indicated he could not support a change.

Christiansen provided clarification on the project and discussion followed.

Bowman commented she has been knowledgeable about this wall since her time on the Planning Commission. She stated if the wall is the only obstacle holding up the project, she would approve of it.

Schneemann stated he cannot support the first option presented. He then had further discussion on the plans. He inquired regarding the color proposed for the vinyl fence and Zimmerman responded dark grey.

Schultz brought up the issue of getting a bond put in place in order to start the project and further discussion was held.

## 16. OTHER BUSINESS

### CONSIDERATION OF PROPOSED RESOLUTION REGARDING HB5232

Christiansen stated this item is for consideration of a proposed resolution regarding HB5232 and the requested action is to direct City Administration to prepare a resolution opposing House Bill 5232 that relates to local Historic District's Act.

Christiansen indicated a summary of the legislation was included in the packets along with a statement opposing the changes. Also included is a statement prepared by Laura Myers, Chair of the Historical Commission, with respect to their position on HB5232.

Christiansen stated the Historical Commission has asked the City Council to approve a resolution opposing the changes to the more formal local Historic District Act.

Schultz stated that Farmington is not one of the Historic Districts affected by the proposed legislation.

Galvin suggested bringing back this item on the March 21<sup>st</sup> agenda.

Galvin inquired as to how many communities not affected by this bill are passing resolutions and Christiansen responded he did not know.

Schultz stated he was unable to find a resolution that has been passed in one of the 78 communities directly affected by the legislation.

Bowman indicated she is in favor of supporting the Historical Commission but thinks there is a better way of showing support than drafting a nonbinding resolution on a nonbinding commission.

Cowley asked for a full and complete understanding of the House bill.

Schneemann expressed concern regarding the proposed legislation, noting he doesn't support the State Legislature telling individual communities what they can and cannot do. He also expressed concern regarding the letter from Laura Myers.

No action was taken on this item.

**17. COUNCIL COMMENT**

No Council Comment was heard.

**18. CONSIDERATION TO ENTER INTO CLOSED SESSION TO DISCUSS CONFIDENTIAL COMMUNICATION FROM CITY ATTORNEY**

**1. Motion to go into closed session to discuss confidential communication from the City Attorney.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUSLY]</b>
<b>MOVER:</b>	Steve Schneemann, Mayor Pro Tem
<b>SECONDER:</b>	Greg Cowley, Councilmember
<b>AYES:</b>	Bowman, Cowley, Galvin, Schneemann, Scott

Council entered closed session at 10:45 p.m.

**1. Motion to exit closed session.**

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

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

Council exited closed session at 11:29 p.m.

## 19. ADJOURNMENT

### 1. Motion to adjourn the meeting.

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

The meeting was adjourned at 11:29 p.m.

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

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

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



Special City Council Meeting  
6:00 PM, MONDAY, MARCH 21, 2016  
Conference Room  
Farmington City Hall  
23600 Liberty St  
Farmington, MI 48335

DRAFT

**SPECIAL MEETING MINUTES**

A special meeting of the Farmington City Council was held on March 21, 2016, in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

**1. CALL TO ORDER**

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

**City Administration Present**

City Clerk Halberstadt  
City Manager Murphy

**2. APPROVAL OF REGULAR AGENDA**

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

**3. PUBLIC COMMENT**

No Public Comment was heard.

**4. REAPPOINTMENTS TO THE CITY BOARDS AND COMMISSIONS**

A. Reappointments to the Historical Commission: Todd Huffman and Keith Grattan

**Motion to reappoint Todd Huffman and Keith Grattan to the Historical Commission for 3-year terms ending ending March 31, 2019.**

Minutes Acceptance: Minutes of Mar 21, 2016 6:00 PM (Minutes)

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

B. Reappointments to the Grand River Corridor Improvement Authority: Dr. David Carron and Patrick Thomas

**Motion to reappoint David Carron and Patrick Thomas to the Corridor Improvement Authority for 3-year terms ending March 31, 2019.**

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

**5.     OTHER BUSINESS**

No other business was heard.

**6.     COUNCIL COMMENT**

No Council comment was heard.

**7.     ADJOURNMENT**

**1. Motion To Adjourn**

The meeting adjourned at 6:50 PM.

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

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

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

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



Regular City Council Meeting  
7:00 PM, MONDAY, MARCH 21, 2016  
City Council Chambers  
23600 Liberty Street  
Farmington, MI 48335

DRAFT

## REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on March 21, 2016, in 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

### 1. CALL TO ORDER

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

#### City Administration Present

Director Demers  
Superintendent Eudy  
City Clerk Halberstadt  
Assistant to the City Manager Knowles  
City Manager Murphy  
Attorney Schultz  
Treasurer Weber

### 2. PLEDGE OF ALLEGIANCE

Chief Demers led the Pledge of Allegiance.

### 3. APPROVAL OF ITEMS ON CONSENT AGENDA

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

- A. Consideration of Resolution to Accept Oakland County West Nile Grant
- B. Proclamation: Child Abuse Prevention & Awareness Month
- C. Public Safety Monthly Report - February 2016
- D. Farmington Monthly Payments Report - February 2016
- E. Minutes

1. Minutes of the City Council - Special - Feb 1, 2016 7:00 PM

Minutes Acceptance: Minutes of Mar 21, 2016 7:00 PM (Minutes)



2. Minutes of the City Council - Special - Feb 15, 2016 6:00 PM
3. Minutes of the City Council - Regular - Feb 15, 2016 7:00 PM
4. Minutes of the City Council - Special - Feb 29, 2016 6:30 PM

#### 4. APPROVAL OF REGULAR AGENDA

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

#### 5. PUBLIC COMMENT

Audrey Salas, 33318 Grand River, expressed concern regarding the 3-hour parking time limit in the north lot and its impact on those who live in adjacent apartments. She discussed the burden of having to park in the Maxfield Training Center lot especially as someone who is self-employed and uses her car frequently throughout the day. She indicated she has broken her lease and will be moving to downtown Plymouth to get a parking spot. She asked Council to direct the Parking Advisory Committee to develop a more acceptable parking plan for the apartment dwellers in the downtown.

Commissioner Dwyer was present to provide an update on the activities of Oakland County.

#### 6. PRESENTATION/PUBLIC HEARINGS

##### A. Recognize Valerie Hoffman, DDA Volunteer of the Year

Mayor Galvin and City Council congratulated Valerie Hoffman for her recognition as the DDA Volunteer of the Year.

##### B. Legislative Update - State Representative Christine Greig

State Representative Greig was present to provide a legislative update. She discussed significant challenges facing the legislature including funding for Detroit Public Schools and finding a long term solution; and the Flint water crisis. She stated these two issues are casting a cloud over the budget. She is concerned there will be less money for roads even with the additional gas tax. She advised there are no hearings planned for HB 5232, a bill that would turn Historic Districts upside down. She discussed the 5% match for the Affordable Care Act under the Healthy Michigan Plan. She stated a bill regarding major TIF reform has not yet been introduced.

Representative Greig noted that Eight Mile Road will be repaired this summer with Wayne County taking the lead on that project. She also noted that the Governor requested funding to establish an Infrastructure Commission.

Council thanked Representative Greig for everything she is doing in Lansing.

Galvin stressed the importance of removing the partisanship conversation from the Flint Water crisis.

##### C. Farmington Area Arts Commission Presentation

Present: Dwayne Hayes, Susan Warner, Kathy Waun

Hayes provided an update on the activities of the Arts Commission. He stated their main initiatives including Student Art Awards and Art of the Matter. He stated the Commission has an interest in advocating for public art in the community. He advised there is an effort underway to catalogue all public art.

Responding to a question from Schneemann, Hayes stated the intent of cataloguing public art is to gain understanding of what is currently out there, when it was created, when it was put there and who it was created by. He stated based on the inventory they can determine where to place other art.

Warner discussed the public art program at the Farmington Hills City Hall. She stated local artists loan their art for two years.

Bowman mentioned she would love to see art work displayed at Farmington City Hall as part of the public art program.

Warner stated she would welcome a liaison from Farmington City Council to attend their meetings.

#### **D. Presentation of Farmington Public Safety 2015 Annual Report**

Director Demers presented a power point presentation on the 2015 Public Safety Annual Report. Some of the highlights from the report included: response time remains at 2.5 minutes; there were 6066 calls for service; Part A crimes (most serious) declined by 5.8%; 186% increase in larceny, largely a result of unlocked cars; and traffic crashes increased 3.7%.

Demers advised there was little change in crime activity attributable to apartments. He stated fire service related calls decreased to 117. He noted medical services increased from 931 in 2014 to 940.

Demers discussed implementation of new programs including: Honor Guard, Oakland County Narcotics Enforcement Team (NET), Parking Enforcement, Safe Area Designation, and use of speed signs.

Responding to a question from Scott, Demers stated data is not available on single rentals, but it could be developed.

Discussion followed regarding the Safe Area Designation program and how it is publicized.

Schneemann stated the Safe Area Designation program is an excellent idea. He asked if citations would increase with the additional officers. Demers responded yes.

Responding to a question from Cowley, Demers stated truck drivers have gotten the message to circumvent the downtown.

Responding to a question from Galvin, Demers stated the Neighborhood Watch Program has been very successful. He stated it is one of the highest community supported programs in the state

**7. UNFINISHED BUSINESS****A. Discuss House Bill 5232 Relating to Local Historic Districts Act**

Council concurred to delay a response to HB 5232 relating to Historic Districts. They will take a wait and see approach with regard to the proposed legislation.

**8. NEW BUSINESS****A. Special Event Request - Telangana Development Forum (TDF) – Detroit Chapter**

Murphy advised the city received a special event request from Raj Gaddam, organizer for the Detroit Chapter of Telangana Development Forum. The event is scheduled for Saturday, June 25, 10 a.m. – 6 p.m. in Shiawassee Park. They expect approximately 200 people socializing and playing games; attendees will bring food and there may be some cooking.

Responding to a question from Scott, Murphy stated there have been no past issues with this event.

**Motion to approve an event request from Raj Gaddam, Telangana Development Forum – Detroit Chapter President, to hold an event in Shiawassee Park on Saturday, June 25, 2016, 10:00 a.m. – 6:00 p.m.**

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

**B. Special Event Request - Bark in the Park**

Murphy advised the city received a special event request from Farmington resident, Vera Lucksted to host "Bark in the Park," at the Riley Park Pavilion on Sunday, May 22, 2016 from noon – 4:00 p.m. Ms. Lucksted anticipates approximately 100 guests with their pets.

**Motion to approve a special event request from Vera Lucksted to hold a "Bark in the Park" event at the Riley Park Pavilion on Sunday, May 22, 2016 from noon – 4:00 p.m.**

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

**C. Consideration to Approve Construction Estimate No. 4 for the Twin Valley Pump Station.**

Eudy reviewed Construction Estimate No. 4 in the amount of \$97,700 for work completed on the Twin Valley Pump Station.

**Motion to approve Construction Estimate No. 4 for the reconstruction of the Twin Valley Pump Station and authorize payment in the amount of \$97,700.00, with an increase of retainage to the maximum of \$36,993.50 which is 5% of the contract.**

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

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

**D. Request to Approve Purchase of Two (2) 2016 Ford Police Interceptor Utility Vehicles**

Demers reviewed a request for two Ford Police Interceptor Utility Vehicles, one of which will be covered by drug forfeiture funds.

Responding to a question from Cowley, Demers advised there is approximately \$40K in the drug forfeiture fund.

Responding to a question from Bowman, Demers confirmed the purchase of these vehicles would not delay purchase of a fire truck.

Galvin recommended issuing a press release indicating how the city is saving taxpayers money through use of the forfeiture funds while at the same time keeping our community safe.

**Motion to approve purchase of two (2) 2016 Ford Police Interceptor utility vehicles from Gorno Ford, Woodhaven, Michigan, at a total cost of \$25,585.00 (one of the vehicles will be paid for using drug forfeiture funds).**

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

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

Minutes Acceptance: Minutes of Mar 21, 2016 7:00 PM (Minutes)

## F. Resolution Updating the City of Farmington's 401(A) Plan

Weber presented reviewed proposed change to the City of Farmington/CityManager 401(a) Money Purchase Plan.

**Motion to adopt a resolution updating the City of Farmington/City Manager 401(a) Money Purchase Plan, contingent on final review by City Attorney; and appoint Treasurer Christopher M. Weber as Plan Coordinator. [SEE ATTACHED RESOLUTION].**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Steve Schneemann, Mayor Pro Tem
<b>SECONDER:</b>	Sara Bowman, Council Member
<b>AYES:</b>	Bowman, Cowley, Galvin, Schneemann, Scott

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

## 9. DEPARTMENT HEAD COMMENTS

Demers invited Council to attend the upcoming Public Safety Awards and Citations banquet.

Eudy announced the beginning of yard waste pick-up has been delayed by one week. He discussed Hazmat pick-up dates; additional training of all DPW staff; work zone traffic control training; and grant funding for roads.

Halberstadt discussed upcoming Mansion events and the results of the recent Presidential Primary election.

Murphy advised the city is making progress on all three labor contracts.

## 10. COUNCIL COMMENT

Cowley discussed a recent parking committee meeting where options were discussed for financing a parking structure.

Schneemann reminded drivers to keep the speeds down as more pedestrians are out with the warm weather. He is excited to hear that officers will insure drivers adhere to speed limits.

Bowman is looking forward to attending the upcoming MML conference in Lansing for the first time. She thanked Administration and Council for providing the opportunity.

Scott invited the community to an open house regarding the Parks and Recreation Master Plan on Thursday, March 31<sup>st</sup>.

Galvin spoke regarding the poor condition of Michigan roads and the upcoming pothole season. He asked drivers to be cautious when Department of Public Works workers are out doing repairs. He noted the City of Farmington recently received an award for being a safe community in which to live.

**11. ADJOURNMENT**

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

Meeting adjourned at 9:07 p.m.

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

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

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

Minutes Acceptance: Minutes of Mar 21, 2016 7:00 PM (Minutes)





Special City Council Meeting  
7:00 PM, MONDAY, APRIL 4, 2016  
City Council Chambers  
23600 Liberty Street  
Farmington, MI 48335

DRAFT

**SPECIAL MEETING MINUTES**

A special meeting of the Farmington City Council was held on April 4, 2016, in 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

**1. CALL TO ORDER**

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

**City Administration Present**

- Director Christiansen
- Director Demers
- Superintendent Eudy
- Deputy Clerk Mullison
- City Manager Murphy
- Attorney Saarela

**2. APPROVAL OF AGENDA**

**Motion to approve the agenda as amended, adding a Closed Session as Agenda Item No. 10.**

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

**3. PUBLIC COMMENT**

Diane Cassidy of Ferndale, business owner in downtown Farmington for 30 years, commented on the disparity between North and South areas for residential parking.

Minutes Acceptance: Minutes of Apr 4, 2016 7:00 PM (Minutes)

**4. PRESENTATION: BOSCH SMART CITY: KIM LINDSEY-FEAGIN AND SCOTT AVERITT, MANAGER OF GOVERNMENT RESEARCH AND DEVELOPMENT**

Scott Averitt presented on Bosch Smart Cities, supported by Kim Lindsey-Feagin.

Schneeman stated that Averitt touched on a few issues that might directly affect what is going on in Farmington. He asked about when autonomous vehicle technology will be available to the public. Averitt reported that the technology is in existence right now.

Bowman was interested in technology being put in place for the bus system by the State and in liability issues between cars that are driver-controlled and those that are autonomous.

Cowley discussed geothermal capabilities and parking systems in nearby communities and invited Bosch to present to the parking committee about autonomous parking.

Scott stated that autonomous parking would help a parking structure to be smaller.

Galvin asked what elements of the presentation could be used in Master Planning, including some of the infra-structure Averitt discussed.

**5. CONSIDERATION TO APPROVE ESTIMATE FOR SANITARY OUTFALL SEWER**

Director Eudy spoke about Farmington's ownership of a sewer line up to and including the tap of the Detroit sewer. His department has consulted with DWSD and they have determined that Detroit should take ownership of the pipeline not in Farmington proper.

Scott was concerned that with the turn over back to Detroit we might get maintenance fees.

Galvin questioned Saarela about whether an amendment to the contract had been made yet. Saarela answered in the negative.

Schneemann stated an agreement should release the city from any future obligations.

Eudy stated that the cost of this project would be taken from the amended budget of the current year, coming from Water and Sewer funds.

**Motion to approve CIPP lining from IWPC in the amount of \$8,957.60 for lining of the City of Farmington sanitary outfall sewer.**

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

Minutes Acceptance: Minutes of Apr 4, 2016 7:00 PM (Minutes)

## 6. DISCUSSION: IMPROVING WALKABILITY WITHIN KEY AREAS OF THE DOWNTOWN

Galvin introduced the discussion by stating that, in light of new parking regulations and more people having to walk further to their workplace, some parts of downtown Farmington could be improved. Farmington has a walkable downtown, but there is room for improvement especially since we have a four-lane road which is atypical of other downtowns.

Cowley said crosswalks are not appropriate to discuss until studies on roads and parking are complete. Scott agreed that spending time on walkability is not yet a topic the Council needs to discuss, citing the need for street lighting first. He would like to wait until a more formal plan is made about where the parking structure will be located.

Schneemann disagreed with the statement that Farmington is a very walkable town. He stated that some strides were made in the last decade, but the city needs to do more. He noted walkability should not be held hostage to parking decisions. He advised that if the city is forcing employees and customers to cross major arteries due to limited parking, we should make them safer. He thinks the city could do a whole lot better. Scott asked Schneemann to indicate how this will be done. Schneemann advised dollars should be allocated, and that if the city is committed to follow up the visitor-centric plan, it should do more.

Bowman agreed that the city should not necessarily wait until a parking structure site is chosen. Improvements can be made to the three major crosswalks on Grand River through better signage or rumble strips.

Bowman and Galvin referenced an app entitled Walkscore.com, where Farmington got a 78/100 in walkability, which was higher than other nearby municipalities. Galvin also noted that there is room for improvement.

Responding to a question, Demers stated the city has experienced only four pedestrian/vehicle accidents over the last 5 years. He stated people do not understand how to use crosswalks and the Public Safety Department gets calls about that. He recommends that the Council compare with other cities similar to ours. Visibility in signage at crosswalks might help, such as lighted signs.

Eudy stated that his department would like to see better signage and safer crosswalks and that it is dangerous for workers to put out the existing movable signs. He would encourage a more permanent sign arrangement.

Christiansen reminded Council that this was not the first time they had addressed this issue. He cited a study in 2014 that identified a schedule to complete a Complete Streets Mobility plan. The city received one proposal at that time. Council put off the proposal because of budget and lack of competing ideas. He suggested that Council needs to evaluate and plan through current planning projects such as the DDA Master Plan or the City Master Plan.

Schneeman agreed that it should be part of one of those master plans and, but Council should also consider a Complete Streets ordinance associated with it.

Scott pointed out that the mill and fill of Grand River was coming up, and would allow the city to physically address this issue then. He also mentioned the upcoming road diet.

Galvin requested that Murphy come up with a plan to address this by bringing together various municipal entities such as the parking commission, the DDA, the Public Safety department, and the Public Services department.

**7. CONSIDERATION OF SECOND OFFER TO PURCHASE LAND UNDER PROPOSED SALE OF LAND AGREEMENT FROM DA BUILDING, LLC, FOR THE FORMER 47<sup>TH</sup> DISTRICT COURT PROPERTY ON TEN MILE ROAD**

Present: Scott Bowers, Bowers Associates, DA Building, LLC representative  
Dan Allor, DA Building, LLC

Director Christiansen introduced proposed sale of former 47<sup>th</sup> District Court property.

Scott Bowers reviewed an offer from DA Building, LLC to purchase the former 47<sup>th</sup> District Court property and provided information on the proposed development. Dan Allor also provided comment on the proposed project.

Scott was concerned with encroachment on the setbacks with the first two suggested plans. He stated that the only one he would consider is the plan for apartments.

Bowman inquired about whether a target market study had been done, or whether they were waiting for approval from council.

Cowley asked about the background of DA Building and price points.

Galvin commented on the inconsistency of apartments in that single-family corridor. He inquired of Eudy about water pressure and capabilities at this site.

Cowley expressed concern about traffic congestion in that area with the plan for apartments.

**8. OTHER BUSINESS**

No other business was heard.

**9. COUNCIL COMMENT**

Bowman reported on her recent work as a member of the Joint Intergovernmental task-force. She stated the taskforce has been discussing forming a Communities Cooperation Committee. Galvin encouraged her to work on synergy.

Schneeman referred to Ms. Cassidy's comments on downtown residential parking concerns and was surprised to hear about inequities in parking sign installment and enforcement. Galvin suggested the Parking Advisory Committee present to council. Director Demers gave an overview on what was currently in place as far as signage and enforcement. He stated that there were no complaints now, and suggested that Council wait to address Page's lot until the need arises. Cowley stated that as it stands, it's good. Schneemann wants policy applied fairly and equitably.

Cowley commented on the Parking Advisory Committee's plan of taking a site tour in nearby cities to see how parking structures are handled.

## 10. CLOSED SESSION

### 1. Motion to Enter Closed Session to Discuss Labor Negotiations

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

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

Council entered into closed session at 9:00 pm.

#### City Administration Present

Director Demers  
Deputy City Clerk Mullison  
City Manager Murphy  
Attorney Saarela

### 2. Motion to Exit Closed Session

Council exited closed session at 9:28 pm.

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

## 11. ADJOURNMENT

### 1. Motion to Adjourn

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

The meeting adjourned at 9:29 pm.

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

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

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

Minutes Acceptance: Minutes of Apr 4, 2016 7:00 PM (Minutes)



**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
April 18, 2016

**Reference  
Number  
(ID # 2160)**
**Submitted by:** Kevin Christiansen, Economic Community Development Director

**Description:** Consideration of Offers to Purchase Land Under Proposed Sale of Land Agreement for the Former 47Th District Court Property on Ten Mile Road

**Requested Action:**

Consideration of offers to purchase pending at this time, and direction to City administration with regard to preparation of purchase agreement for Council review and action at its next available meeting.

**Background:**

The City has two currently pending offers to purchase the former 47<sup>th</sup> District Court courthouse property on Ten Mile Road east of Farmington Road. Council will recall that the City had entered into a purchase agreement for the property with Balfour Farmington a few years ago for a purchase price of \$425,000. The agreement required Balfour to submit a development proposal to the City within 90 days and included a good faith deposit of \$20,000 that was only refundable if the City failed to approve the development. The City did approve the development but Balfour eventually (in 2015) declined to move forward with the purchase. The City reviewed a purchase agreement from SDC Ventures, LLC at the March 7, 2016 City Council meeting and one from DA BUILDING, LLC at the April 4, 2016 meeting. A copy of those packets/purchase agreements are attached. (A third offer, submitted some time ago at a lower purchase price than either of the current two, did not gain Council approval.)

The proposed purchase agreement from SDC Ventures, LLC is similar to the Balfour agreement. The proposed purchase price is \$420,000. The proposed \$25,000 good faith deposit is fully refundable to SDC Ventures, LLC up until the approval of a development by the City. The proposed agreement does not refer (as prior agreements have) to the PUD/development process, and therefore would likely need to be the subject of further negotiation.

The proposed purchase agreement from DA BUILDING, LLC is similar to the Balfour agreement. The proposed purchase price is \$450,000. The proposed \$20,000 good faith deposit is fully refundable to DA BUILDING up until the approval of a development by the City. The proposed agreement refers (as prior agreements have) to the PUD/development process.

City Administration has reviewed both proposals in detail and is recommending acceptance of the SDC Ventures, LLC proposal at this time. Final details regarding the SDC Ventures, LLC proposal will be negotiated with the developer and provided to Council for final approval.

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

<b>Kevin Christiansen</b>	<b>Pending</b>
<b>City Manager</b>	<b>Pending</b>
<b>City Council Pending</b>	<b>04/18/2016 7:00 PM</b>



## OFFER TO PURCHASE

This Offer to Purchase (the "Offer") is made on February 11, 2016 by SDC Ventures LLC, 31300 Orchard Lake Road, Suite 200, Farmington Hills, MI 48334 (the "Purchaser"), to \_\_\_\_\_, whose address is \_\_\_\_\_ ("Seller"), as follows:

1. Offer to Purchase. The Purchaser hereby offers and agrees to purchase from Seller approximately 3.87 acres plus or minus of land which is located in the City of Farmington, Oakland County, Michigan, and which is more particularly described in exhibit "A" attached hereto and incorporated by this reference (the "Land"), together with all improvements thereon, all land division rights, all tenements, hereditaments, appurtenances, easements and all other real property rights therein.
2. Acceptance. This Offer will be deemed accepted by Purchaser and Seller, upon both parties executing and delivering a fully executed copy of this Offer to Purchase to the other party. The time for acceptance (the "Acceptance") shall operate until February 26, 2016 at 5:00 p.m., local time, and if not accepted within such time shall become null and void. Upon acceptance by both Purchaser and Seller, the Offer shall constitute a binding agreement, which may only be terminated in the manner provided herein. (The Offer and Acceptance collectively are the "Purchase Agreement").
3. Purchase Price. The Purchase Price of the Land shall be Four Hundred Twenty Thousand (\$420,000) Dollars. The Purchaser shall pay the Purchase Price in full at closing.
4. Deposit. The Purchaser shall pay to New Castle Realty (the "Escrow Agent") the sum of Twenty-five Thousand (\$25,000) Dollars within three (3) business days following the Seller's Acceptance, which amount shall be held in escrow and applied to the Purchase Price at closing.
5. Conditions to Purchaser's Obligations Hereunder. Purchaser's obligations hereunder are conditioned upon the occurrence of each of the following within one hundred-twenty (120) days following the Acceptance (the "Contingency Period"):
  - (a) Within ten (10) days of Seller's Acceptance of this Offer,

Seller shall provide a title insurance commitment from a title company acceptable to Purchaser (the "Title Company") showing title of Land to be vested in Seller and committing the Title Company to insure title in Purchaser, in the amount of the Purchase Price, together with copies of any instruments referred to as exceptions therein. If the title commitment delivered to Purchaser shall contain any exceptions from coverage which are not acceptable to Purchaser, Purchaser shall so notify Seller within ten (10) days from the date Purchaser receives such title insurance commitment, and Seller shall have thirty (30) days in which to eliminate any such exception. If Seller is unable to eliminate any exceptions to which Purchaser has objected, Purchaser may, at Purchaser's sole option, either permit Seller to obtain affirmative insurance with respect to the matter objected to, waive such objections, or terminate this Offer which shall thereupon be null, void and of no further force and effect, and the Deposit and all other monies paid by Purchaser shall be promptly refunded to Purchaser. The title insurance commitment shall be for the issuance of an ALTA Form B, without standard exceptions.

(b) Purchaser may obtain a copy of the survey of the Land which shows the metes and bounds description of the Land, which calculates the acreage of the Land and shows that the Land is not subject to any encroachments, gaps, gores, strips or other defects of title. If the survey shows any such condition, the Purchaser shall provide the Seller written notice of such objection within ten (10) days and the Seller shall have the right, but not the obligation, to eliminate any such objections until the end of the Contingency Period.

(c) Purchaser shall be reasonably satisfied that all utilities are available at the site, adequate in size and capacity to service a multi-unit residential development on the Land;

(d) Purchaser shall obtain a soils engineering report and Purchaser shall determine in its sole discretion that the condition of the soil will permit the construction of single family homes with basements on the Land;

(e) Purchaser shall obtain an environmental report and be satisfied that the Land has not been used for the storage or disposal of pollutants, contaminants, toxins or other hazardous materials and that there is no condition of the Land which may constitute a violation of federal, state or local environmental statutes or regulations;

(f) Purchaser shall be satisfied, in Purchaser's sole judgment, that all governmental and municipal approvals are available for residential construction on the Land.

In the event any of the conditions referred to in Paragraph 5 of this Purchase Agreement remain unsatisfied for more than one hundred-twenty days from the date of acceptance hereof, Purchaser shall have the right to declare this Purchase Agreement null and void, and to receive back any and all payments theretofore made to Seller hereunder or Purchaser may, at his sole election, waive any or all of such requirements and proceed to consummate the sale; provided, however, in the event Purchaser is in the process of satisfying himself as to said conditions, but no final determination has been made with respect thereto, but Purchaser is diligently pursuing same, then the time period for satisfaction of such conditions shall be automatically extended for an additional sixty (60) day period.

6. Closing. If the conditions of purchase described in Paragraph 5 have been met and/or waived, the closing shall occur on a date which shall be no more than ten (10) days from the end of the Contingency Period (the "Closing Date"). The closing shall occur at the offices of the Title Company, on the Closing Date. At closing, the following shall occur:

(i) Seller shall execute, acknowledge and deliver to the Purchaser a warranty deed for the Land conveying to Purchaser marketable fee simple title free of all liens, easements, covenants, conditions, restrictions, or encumbrances except as have been accepted by the Purchaser pursuant to Paragraph 5(a). Seller shall deliver possession of the Land to Purchaser at closing.

(ii) Purchaser shall pay the Purchase Price to Seller by cashier's check, certified check, or federal wire transfer.

(iii) Seller shall pay all real estate taxes or special assessments which have been assessed against the Land and are due as of the Closing Date and current real estate taxes shall be prorated to the Closing Date in accordance with the due date basis of the taxing entity in which the Land is located.

(iv) The Deposit described in Paragraph 4 shall be credited against the Purchase Price.

(v) Seller shall execute a real estate valuation affidavit reciting the consideration paid for the Land and shall pay the cost of state and county transfer taxes. Purchaser shall pay the recording fee for the warranty deed.

(vi) The Seller shall order the policy of title insurance and pay the premiums therefore pursuant to the title commitment, which shall be updated by the Title Company as of the Closing Date.

7. Right of Entry. Throughout the term of this Purchase Agreement, Purchaser shall have the right, at its own peril and risk and with no liability to be

incurred by Seller, to enter upon the Land for purposes of surveying, making such soil boring or other tests or engineering studies, collecting architectural data and generally doing such other work as Purchaser deems necessary or desirable to determine the Land's suitability for the conduct of Purchaser's business thereon, after having provided reasonable notice to Seller of such entry. If Purchaser does not purchase the Land, Purchaser will restore the Land to substantially the same condition as exists on the date hereof to the extent such restoration is necessary due to Purchaser's actions. Purchaser shall indemnify and hold Seller harmless from any and all claims, costs, loss, liability, demands or expenses resulting from such entry on the Land by Purchaser, or its agents, employees or assigns at no expense to Seller. In the event Purchaser does not close on the purchase of the Land, then Purchaser shall provide copies to Seller of all surveys, studies, plans and other documents which it has obtained in its activities related to development of the Land.

8. Representations and Warranties of Seller.

(a) Seller is the owner of good and marketable title to, the entire right, title, and interest in the Land, subject only to exceptions permitted by Purchaser or this Purchase Agreement.

(b) Seller has entered into no agreements, oral or written, and is subject to no judgment or decree of a court of competent jurisdiction, or threatened action which would limit or restrict Seller's right to enter into and carry out this Purchase Agreement or which would encumber Purchaser's title to and use of the Land.

9. Default.

(a) In the event of Seller's default under this Purchase Agreement, the Purchaser in addition to other remedies provided by law, shall be entitled to a refund of the Deposit or, in its discretion, may elect to enforce performance of this Purchase Agreement by judicial decree without regard to the adequacy or availability of any other legal remedy.

(b) In the event of Purchaser's default, Seller shall be entitled to the Deposit which except for the Purchaser's default under Paragraph 7, shall be the Seller's sole and exclusive remedy.

10. Survival. All representations, warranties, covenants and obligations contained herein shall survive the closing and the acceptance of a deed by Purchaser.

11. Notices. Any notice required or permitted to be given to either party by the other pursuant to this Purchase Agreement shall be deemed to be



sufficient if in writing and sent by certified or registered mail, postage prepaid to the address shown on Page 1 of this Offer or at such other address as either party shall designate by written notice to the other. Such notice shall be deemed given two (2) days after it is posted.

12. Demolition. Seller shall be responsible for the demolition of the building structure on the site and the removal of the hard surface.

13. Brokers. Seller and Purchaser each represent that they have not dealt with any broker with respect to this Purchase Agreement other than Dan Blugerman of Thomas A Duke Company and, as a covenant surviving settlement, agree to indemnify and hold the other harmless from any fees or commissions claimed by any other parties with whom it has so dealt.

To evidence their intention to be bound by the terms and conditions of this Purchase Agreement, the parties have signed this Purchase Agreement on the date appearing below each of their respective names.


WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

PURCHASER:

SDC Ventures  
A Michigan LLC

BY:

  
\_\_\_\_\_  
Roger Sherr

Dated:

2-11-16

ACCEPTED BY SELLER:

By:

\_\_\_\_\_

Dated:

By:

\_\_\_\_\_

Dated:





CONCEPTUAL FRONT ELEVATION  
 SHERR DEVELOPMENT  
 1/8" = 1'-0"  
 02.10.18

ALEXANDER V. BOGAERTS & ASSOCIATES

Alexander V. Bogaerts + Associates, P.C.  
 Architecture - Planning - Interior Design  
 2445 Franklin Road  
 Bloomfield Hills, MI 48302  
 248.331.5000





**BUILDING SITE ALMOST 4 ACRES. CITY WILL ALLOW MANY USES.**



**32795 W 10 Mile Rd**  
 Farmington, Michigan

**F O R S A L E**

**Exclusively listed by**

**Dan Blugerman, CCIM**  
*Vice President*  
 T: 248.476.3700  
 F: 248.476.3560  
[dblugerman@thomasduke.com](mailto:dblugerman@thomasduke.com)

**THOMAS A. DUKE COMPANY**  
 COMMERCIAL & INVESTMENT REALTORS

[www.thomasduke.com](http://www.thomasduke.com)

**TABLE OF CONTENTS**

PROPERTY DESCRIPTION	<b>3</b>
SURVEY	<b>4</b>
APPROVED VISION PLANS	<b>5-6</b>
CONCEPTUAL PLANS	<b>7-8</b>
AERIAL	<b>9</b>
AREA MAP	<b>10</b>
DEMOGRAPHICS	<b>11-12</b>

**THOMAS A. DUKE COMPANY**  
COMMERCIAL & INVESTMENT REALTORS

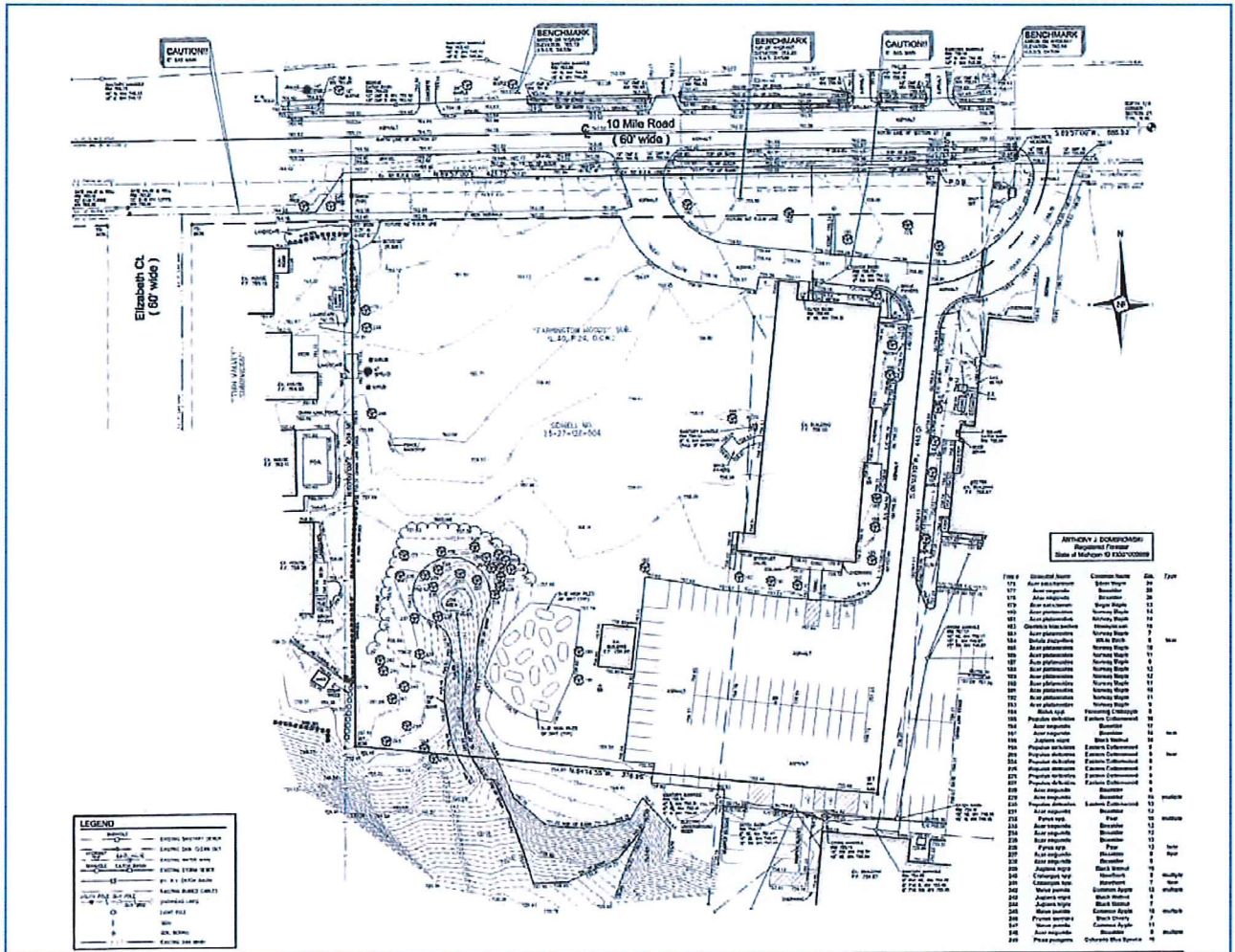
## PROPERTY DESCRIPTION

PROPERTY ADDRESS	32795 W. 10 Mile Road, Farmington, MI
LOCATION MARKET	On the south side of 10 Mile Road, east of Farmington Road, west of Power Road.
PARCEL ID NUMBER	23-27-126-004
LEGAL DESCRIPTION	T1N, R9E, SEC 27 FARMINGTON WOODS ALL THAT PART OF LOTS 1 TO 4 INCL & LOTS 25 TO 29 INCL & LOTS 49 & 50 ALL DESC AS BEG AT PT DIST S 89-52-02 W 886.53 FT FROM N 1/4 COR, TH S 05-58-12 W 475.18 FT, TH N 84-19-53 W 379.78 FT, TH N 00-19-14 E 434.11 FT, TH N 89-52-02 E 424.92 FT TO BEG
ZONING	R1 – Residential  Multi Family, Single Family, Duplex, and other uses possible. Seller is City of Farmington, which will consider all uses compatible with surrounding areas.
UTILITIES	City Water and Sewer
SURROUNDING BUSINESSES	Farmington Public Schools central office and transportation center (will move out in next 1 or 2 years). Our Lady of Sorrows Church and School.
SIZE	Land: 3.87 Acres
OCCUPANCY	Seller wants proposal that includes demolition of current 15,652 SF building. The price has been adjusted to allow for this expense to Purchaser.
SALE PRICE	\$450,000.00
TERMS	Seller will consider the income from future real estate taxes and the addition of new households to the community when evaluating purchase and development proposals.
ENVIRONMENTAL & SURVEY	Recent Phase I and Phase II available. ALTA survey also available



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SURVEY



APPROVED VISION PLAN

03 DEVELOPMENT PLAN

DRAFT 8.24.15

DEVELOPMENT AREA D

DESCRIPTION

A unique medium density residential development that integrates existing natural features and areas that enhances the character and connections within the Shiawassee Road Corridor

PROGRAM

- Medium density residential uses
- Maintained existing sledding hill
- Wooded area
- Greenspace connections to natural areas and Shiawassee Park
- Improved intersection to create a gateway
- Context sensitive design

FIGURE 3.13: SUBAREA D - EXISTING CONDITION





APPROVED VISION PLAN

DRAFT 8.24.15



SITE DATA - OPTION 1

Site Area: +/- 18.8 Acres  
M.F. Residential: 120 d.u.

<u>Parking Required</u>		<u>Parking Provided</u>	
Residential:	1.5/du. 180 sp.	Surface:	240 sp.
Total Required:	180 sp.	Total Provided:	240 sp.



LEGEND

1. 1-2 Story Residential Townhomes w/ Garage  
8 Units / Building
2. 2-3 Story Residential  
12 Units / Building
3. Pool
4. Community Pavilion / Fire pit
5. Existing Sledding Hill
6. Existing Wooded Area
7. Future public parking and improved recreational space
8. Proposed intersection enhancements (pedestrian crossing and aesthetics)

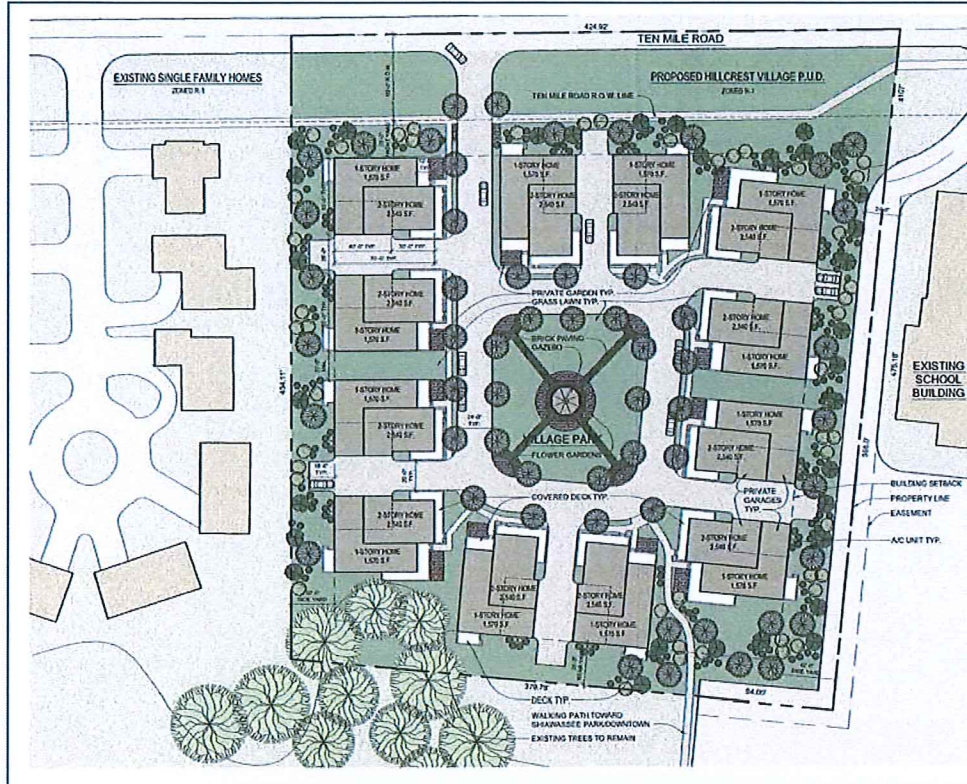
FIGURE 3.14: AREA D CONCEPT DESIGN







CONCEPTUAL PLAN B



**Lot Information**

- Address 32795 Ten Mile Road
- Lot Area 168,577.2 sq ft. (3.87 acres)
- Ten Mile R.O.W. 60 ft.
- Current Zoning R1

**Current Zoning R1**

- Min. Lot Area 6,500 sq ft.
- Min. Lot Width 70'
- Front Yard Setback 25'
- Rear Yard Setback 30'
- Side Yard Setback 6' min (total 16')
- Max. Height 2 Stories/ 30'
- Lot Coverage 30%

**Requirements of a PUD (base R1)**

- Front Yard Setback 25'
- Rear Yard Setback 30'
- Side Yard Setback 6' min (total 16')
- Max. Height 2 Stories/ 30'
- Lot Coverage 30%
- Parking 2 spaces per unit\*
- Base Density 19.8 Units\*\*
- Density with PUD bonus 23.8 Units

\* Farmington Zoning Ordinance section 55-112  
\*\* Density Calculation  
(Subject Lot Area) / (0.01 Min. Lot Area) = Y Units + (20 % density bonus under PUD) = 8 Units  
168,577.2 / 6,500 = 19.8 Units \* 12 = 23.8 Units

**Proposed Design**

- Front Yard Setback 25'
- Rear Yard Setback 30'
- Side Yard Setback 30' min (total 72')
- Dist. Between Buildings 20' (min)
- Max. Height 2 Stories/ 30'
- Lot Coverage 24.0%
- Drive Setback 16' (min)
- Parking 2 spaces in private garage per unit + 1 space per unit visitor parking

- Proposed Density 24 Units  
- Site Retention Underground

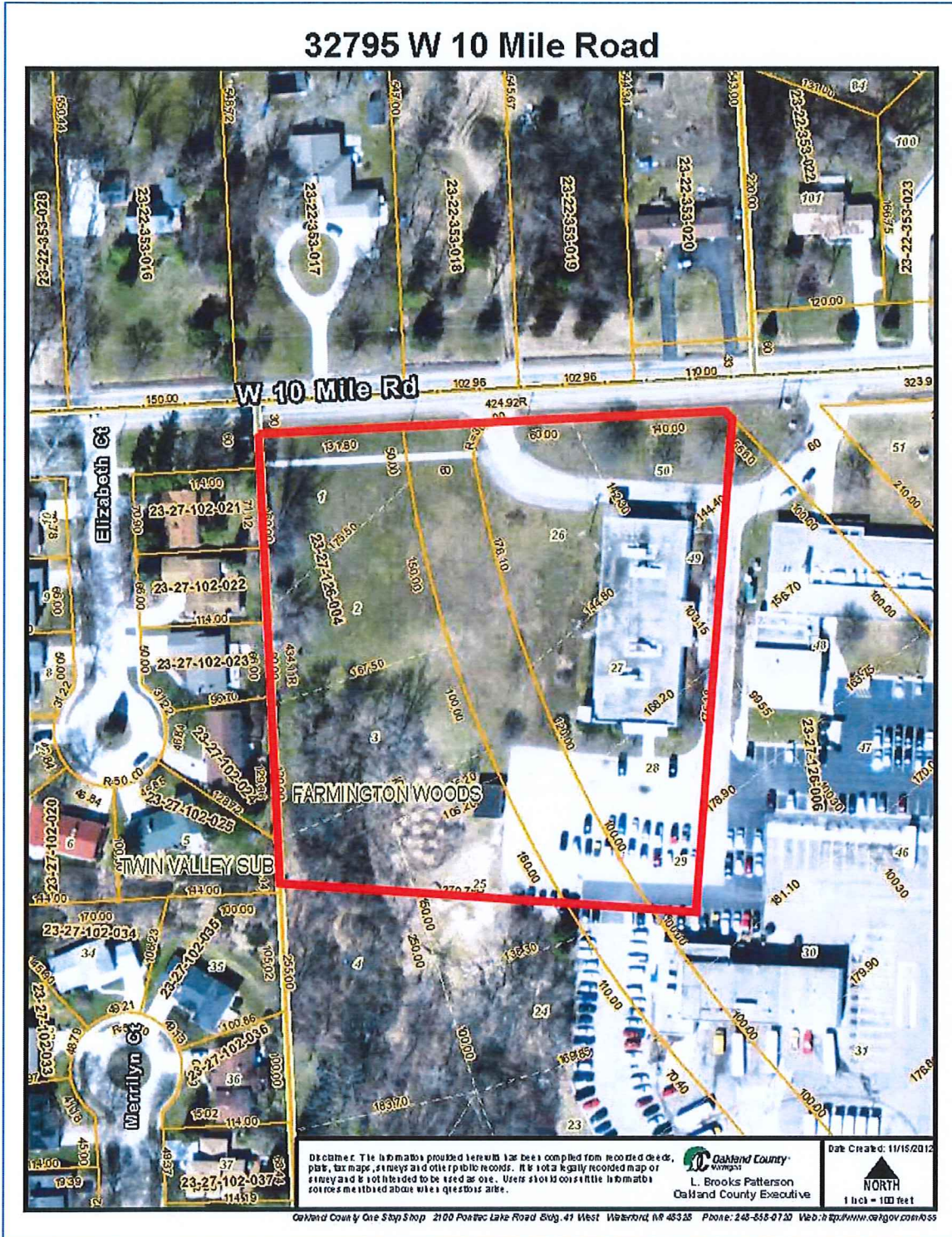
CONCEPTUAL LANDSCAPE/SITE PLAN  
DATE 11-11-17



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AERIAL

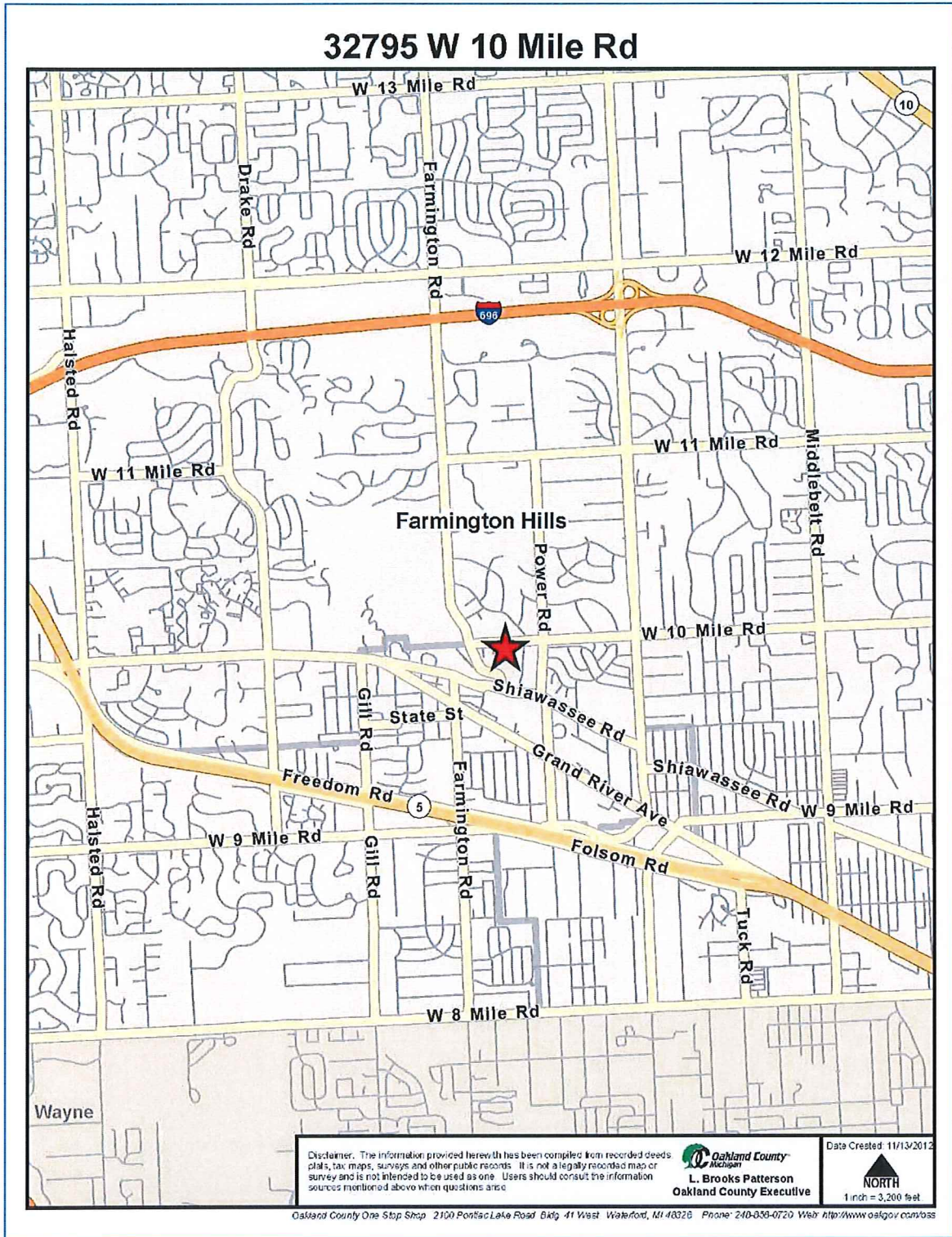
32795 W 10 Mile Road





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AREA MAP



## THOMAS A. DUKE COMPANY

COMMERCIAL & INVESTMENT REALTORS



32795 W 10 Mile Rd  
32795 W 10 Mile Rd, Farmington, MI, 48336  
Ring: 1, 3, 5 Miles

### Executive Summary

Prepared by Thomas Duke

Latitude: 42.469759  
Longitude: -83.3716

	1 mile radius	3 miles radius	5 miles radius
<b>2010 Population</b>			
Total Population	6,643	75,129	198,660
Male Population	46.5%	48.3%	48.2%
Female Population	53.5%	51.7%	51.8%
Median Age	46.7	41.1	41.6
<b>2010 Income</b>			
Median HH Income	\$72,613	\$75,140	\$75,149
Per Capita Income	\$41,997	\$39,761	\$39,804
Average HH Income	\$90,365	\$92,092	\$96,193
<b>2010 Households</b>			
Total Households	2,943	32,009	81,992
Average Household Size	2.21	2.31	2.39
<b>2010 Housing</b>			
Owner Occupied Housing Units	73.3%	58.6%	63.6%
Renter Occupied Housing Units	21.6%	34.6%	28.9%
Vacant Housing Units	5.2%	6.8%	7.5%
<b>Population</b>			
1990 Population	6,744	69,759	185,372
2000 Population	6,737	75,394	200,018
2010 Population	6,643	75,129	198,660
2015 Population	6,585	74,330	196,034
1990-2000 Annual Rate	-0.01%	0.78%	0.76%
2000-2010 Annual Rate	-0.14%	-0.03%	-0.07%
2010-2015 Annual Rate	-0.24%	-0.21%	-0.27%

In the identified market area, the current year population is 198,660. In 2000, the Census count in the market area was 200,018. The rate of change since 2000 was -0.07 percent annually. The five-year projection for the population in the market area is 196,034, representing a change of -0.27 percent annually from 2010 to 2015. Currently, the population is 48.2 percent male and 51.8 percent female.

#### Households

1990 Households	2,865	28,507	73,402
2000 Households	2,927	31,740	82,121
2010 Households	2,943	32,009	81,992
2015 Households	2,923	31,774	81,066
1990-2000 Annual Rate	0.21%	1.08%	1.13%
2000-2010 Annual Rate	0.05%	0.08%	-0.02%
2010-2015 Annual Rate	-0.14%	-0.15%	-0.23%

The household count in this market area has changed from 82,121 in 2000 to 81,992 in the current year, a change of -0.02 percent annually. The five-year projection of households is 81,066, a change of -0.23 percent annually from the current year total. Average household size is currently 2.39, compared to 2.40 in the year 2000. The number of families in the current year is 52,269 in the market area.

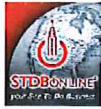
#### Housing

Currently, 63.6 percent of the 88,684 housing units in the market area are owner occupied; 28.9 percent, renter occupied; and 7.5 percent are vacant. In 2000, there were 85,269 housing units - 67.3 percent owner occupied, 29.0 percent renter occupied and 3.7 percent vacant. The rate of change in housing units since 2000 is 0.38 percent. Median home value in the market area is \$156,548, compared to a median home value of \$157,913 for the U.S. In five years, median home value is projected to change by 0.6 percent annually to \$161,314. From 2000 to the current year, median home value changed by -1.71 percent annually.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. Esri forecasts for 2010 and 2015. Esri converted 1990 Census data into 2000 geography.



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COMMERCIAL & INVESTMENT REALTORS



32795 W 10 Mile Rd  
32795 W 10 Mile Rd, Farmington, MI, 48336  
Ring: 1, 3, 5 Miles

## Executive Summary

Prepared by Thomas Duke

Latitude: 42.469759

Longitude: -83.3716

	1 mile radius	3 miles radius	5 miles radius
<b>Median Household Income</b>			
1990 Median HH Income	\$40,487	\$45,842	\$47,926
2000 Median HH Income	\$61,683	\$61,093	\$62,661
2010 Median HH Income	\$72,613	\$75,140	\$75,149
2015 Median HH Income	\$84,034	\$87,069	\$85,314
1990-2000 Annual Rate	4.3%	2.91%	2.72%
2000-2010 Annual Rate	1.6%	2.04%	1.79%
2010-2015 Annual Rate	2.96%	2.99%	2.57%
<b>Per Capita Income</b>			
1990 Per Capita Income	\$21,085	\$22,492	\$23,130
2000 Per Capita Income	\$34,932	\$32,816	\$33,335
2010 Per Capita Income	\$41,997	\$39,761	\$39,804
2015 Per Capita Income	\$47,957	\$45,176	\$45,152
1990-2000 Annual Rate	5.18%	3.85%	3.72%
2000-2010 Annual Rate	1.81%	1.89%	1.75%
2010-2015 Annual Rate	2.69%	2.59%	2.55%
<b>Average Household Income</b>			
1990 Average Household Income	\$47,015	\$54,324	\$58,734
2000 Average Household Income	\$77,569	\$76,589	\$80,907
2010 Average HH Income	\$90,365	\$92,092	\$96,193
2015 Average HH Income	\$102,629	\$104,292	\$108,911
1990-2000 Annual Rate	5.13%	3.49%	3.25%
2000-2010 Annual Rate	1.5%	1.81%	1.7%
2010-2015 Annual Rate	2.58%	2.52%	2.51%

### Households by Income

Current median household income is \$75,149 in the market area, compared to \$54,442 for all U.S. households. Median household income is projected to be \$85,314 in five years. In 2000, median household income was \$62,661, compared to \$47,926 in 1990.

Current average household income is \$96,193 in this market area, compared to \$70,173 for all U.S. households. Average household income is projected to be \$108,911 in five years. In 2000, average household income was \$80,907, compared to \$58,734 in 1990.

Current per capita income is \$39,804 in the market area, compared to the U.S. per capita income of \$28,739. The per capita income is projected to be \$45,152 in five years. In 2000, the per capita income was \$33,335, compared to \$23,130 in 1990.

### Population by Employment

Total Businesses	466	3,665	11,150
Total Employees	3,793	43,481	141,946

Currently, 87.4 percent of the civilian labor force in the identified market area is employed and 12.6 percent are unemployed. In comparison, 89.2 percent of the U.S. civilian labor force is employed, and 10.8 percent are unemployed. In five years the rate of employment in the market area will be 89.8 percent of the civilian labor force, and unemployment will be 10.2 percent. The percentage of the U.S. civilian labor force that will be employed in five years is 91.2 percent, and 8.8 percent will be unemployed. In 2000, 86.7 percent of the population aged 16 years or older in the market area participated in the labor force, and 0.0 percent were in the Armed Forces.

In the current year, the occupational distribution of the employed population is:

- 77.4 percent in white collar jobs (compared to 61.6 percent of U.S. employment)
- 11.0 percent in service jobs (compared to 17.3 percent of U.S. employment)
- 11.6 percent in blue collar jobs (compared to 21.1 percent of U.S. employment)

In 2000, 88.8 percent of the market area population drove alone to work, and 2.6 percent worked at home. The average travel time to work in 2000 was 25.1 minutes in the market area, compared to the U.S. average of 25.5 minutes.

### Population by Education

In 2010, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:

- 6.5 percent had not earned a high school diploma (14.8 percent in the U.S.)
- 19.7 percent were high school graduates only (29.6 percent in the U.S.)
- 6.9 percent had completed an Associate degree (7.7 percent in the U.S.)
- 26.6 percent had a Bachelor's degree (17.7 percent in the U.S.)
- 19.9 percent had earned a Master's/Professional/Doctorate Degree (10.4 percent in the U.S.)

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing, Esri forecasts for 2010 and 2015. Esri converted 1990 Census data into 2000 geography.

CITY OF FARMINGTON  
DA BUILDING  
SALE OF LAND AGREEMENT

THIS SALE OF LAND AGREEMENT ("Agreement"), made and entered into this \_\_\_\_ day of April, 2016 ("Effective Date"), by and between the City of Farmington, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, Michigan 48335 (the "City"), and DA BUILDING, LLC, a Michigan limited liability company, whose address is 10619 Lighthouse Pt, South Lyon, MI 48178 ("Purchaser").

**R-E-C-I-T-A-L-S:**

A. City is the owner of a certain parcel of real estate located in Farmington, Oakland County, Michigan, a legal description of which is attached hereto as Exhibit A and made a part hereof (the "Property"), at which location the 47<sup>th</sup> District Court previously operated in the building on the Property. The building is now vacant;

B. Purchaser desires to acquire the Property for development;

C. City desires to sell the Property to Purchaser, or a permitted assign of Purchaser as described herein, in consideration for payment of the Purchase Price and compliance with the terms and conditions set forth in this Agreement; and

D. City and Purchaser desire to set forth their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements for each party to the other hereinafter set forth, Purchaser and the City agree as follows:

1. For the Purchase Price and subject to the terms and conditions contained in this Agreement, City agrees to sell to Purchaser, and Purchaser agrees to purchase from City, the Property. For all purposes hereunder, the term "Property" shall incorporate the land described on **Exhibit A**, together with all improvements thereon, and all oil, gas and mineral rights, and all land divisions available to City as owner and permitted under the Michigan Land Division Act and all privileges, tenements, hereditaments, appurtenances and other rights and benefits belonging or in any way appertaining to the land.

2. The "Purchase Price" for the Property shall be Four Hundred Fifty Thousand Dollars (\$450,000.00) to be paid via wire transfer or certified funds to the City at the Closing. The Purchase Price was offered by Purchaser in its Proposal to purchase the Property and develop the site, a copy of which is attached hereto and incorporated herein by this reference as **Exhibit B** (the "Proposal"), except to the extent any terms or conditions differ from the terms and conditions stated in this Agreement, which shall control in the event of a conflict. As part of its Proposal, Purchaser deposited cash funds in the amount of Twenty Thousand Dollars (\$20,000.00) with the City as Bid Security, which funds shall be retained by First American Title Insurance Company, 100 Bloomfield Hills Parkway, Suite 195, Bloomfield Hills, Michigan 48304 ("Title Company") under this Agreement as Purchaser's good faith deposit ("Security Deposit"). The Security Deposit funds shall be credited to Purchaser at the Closing or otherwise applied pursuant to the terms of this Agreement.

3. As evidence of title, City agrees, at City's sole cost and expense, to furnish Purchaser, as soon as possible, but in no event later than thirty (30) days after the date hereof, a title commitment from the Title Company, along with copies of all back-up documentation, and to issue to Purchaser, at or as soon as possible after Closing, its standard form of Owner's Title

Insurance Policy, without standard exceptions (except that the standard survey exception will not be removed unless Purchaser provides the Title Company with an acceptable survey) in the amount of the Purchase Price, insuring title to the Property to be in good and marketable condition, except for the Permitted Encumbrances described below.

If Purchaser notifies City in writing within thirty (30) days after the date of receipt of the title commitment that the title is not in the condition required for performance hereunder, City agrees to provide Purchaser with a revised title commitment evidencing that such defect has been remedied in a manner either acceptable to the Title Company such that it is insured over or removed from the exceptions to coverage or acceptable to Purchaser. City will be required to use reasonable efforts to remedy any such objection within thirty (30) days from its receipt of Purchaser's title objections. If City is unable to remedy such objection after using reasonable efforts within said thirty (30)-day period, Purchaser shall have a period of ten (10) days after it receives written notice from City that such objection has not been remedied to elect in writing to either (a) proceed with this transaction, in which event the Deed for the Property will be executed and delivered subject to any such defects (the "Waived Defects"); or (b) to terminate this Agreement without further liability on the part of either party and to immediately receive a full reimbursement from the City of the Security Deposit as its sole and exclusive remedy. Failure of Purchaser to timely elect an option shall be deemed to mean that Purchaser has elected to proceed.

The Deed executed at the Closing will be delivered subject to the Waived Defects; other matters shown in the title insurance commitment or surveys which are not objected to by Purchaser as provided above; the parking lot and drive agreement between the Farmington Public School District and the Farmington Building Authority dated January 19, 1979; the lien of taxes not yet due and payable as of Closing; and liens arising out of the acts or omissions of Purchaser or any of its agents, contractors or employees (collectively, the "Permitted Encumbrances").

4. Provided that Purchaser has not terminated this Agreement under Paragraphs 3 or 5, as soon as possible, but in no event later than sixty (60) days after the date hereof, Purchaser agrees, at its sole cost and expense, to fully and completely submit an application for approval of a Planned Unit Development ("PUD") on the Property that complies with City ordinance requirements for PUDs and that contains all plans, maps, elevations, details and information required under the City's Zoning Ordinance and other applicable ordinances. Such application for PUD approval shall substantially conform to the conceptual plans and narrative submitted as part of the Proposal submitted by Purchaser to the City, attached hereto as **Exhibit B**, which contemplates **Duplex Style Residential Development and/or Apartment Development**. Following submittal of such application, Purchaser shall supplement its application materials as necessary to address issues, if any, raised by the Planning Commission and City Council upon review and shall continuously pursue approval of said PUD. In the event Purchaser at any time fails to comply with this paragraph following the execution of this Agreement, after giving Purchaser notice and thirty (30) days to cure, the City may declare this Agreement to be without further force and effect and the Security Deposit shall be forfeited as liquidated damages to the City as its sole and exclusive remedy. City agrees to process and review Purchaser's submittals on a timely basis in accordance with applicable laws and ordinances. In the event the application for PUD approval is not approved within a six (6)-month period following the date of this Agreement, either party may declare this Agreement to be without further force and effect in a written notice to the other party and Purchaser shall receive a full reimbursement from the City of the Security Deposit as its sole and exclusive remedy. For purposes of the foregoing, the PUD shall be deemed approved when the City Council adopts a resolution approving Purchaser's final PUD plan and a PUD Agreement that is mutually satisfactory to Purchaser and City. The PUD Agreement shall provide that the Property shall be developed in accordance with its provisions and the PUD plan, that the PUD approval and PUD Agreement are binding on Purchaser and its successors and assigns, and that it shall be recorded at the Oakland County Register of Deeds and run with the land.



5. Purchaser will have the right to make such tests on the Property as may be deemed reasonable by Purchaser for purposes of inspecting the condition of the Property and the feasibility of developing the Property as intended by this Agreement and preparing and submitting its PUD plan and application materials to the City; provided that Purchaser will be responsible for repairing any damage caused thereby in the event any party fails to consummate the transaction contemplated by this Agreement. It is agreed that, upon 24 hours' notice to the City, Purchaser, or its agents, contractors or employees shall have free access to the Property during regular City business hours for the purpose of performing said tests. Prior to any entry upon the Property, Purchaser shall obtain liability insurance, naming City as an additional insured thereon, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and shall provide City with a certificate evidencing the procurement of such insurance. Purchaser shall indemnify, defend and hold City harmless from and against any and all claims, damages, liabilities and expenses, including but not limited to attorney fees, incurred by or asserted against the City which arise out of or are related to any of Purchaser's activities under this paragraph. The provisions of this paragraph shall survive the Closing of this transaction. If within sixty (60) days from the effective date of this Agreement, Purchaser, in its sole and exclusive discretion, determines that it is not satisfied with the condition of the Property, Purchaser shall have the right to terminate this Agreement by providing City with written notice of termination, which notice need not include the reasons for Purchaser's dissatisfaction with the condition of the Property. If Purchaser so elects to terminate, the Security Deposit shall be returned to Purchaser and the parties shall have no further rights or obligations under this Agreement.

6. Purchaser and City agree that this Agreement and the obligations hereunder are subject to and conditioned upon the occurrence of the following "Conditions Precedent" to the Closing:

A. Approval of the PUD Plan and a PUD Agreement in form and substance set forth mutually acceptable to Purchaser and City, with an approved final site plan to be attached to said PUD Agreement that is generally consistent with the conceptual plans (and narrative) submitted as part of Purchaser's Proposal; and

B. Receipt by Purchaser of a certified copy of the City's resolution evidencing such approval.

If the foregoing Conditions Precedent are not satisfied or waived within six (6) months from the date of this Agreement, either party may declare this Agreement to be without further force and effect in a written notice to the other party and Purchaser shall receive a full reimbursement from the City of the Security Deposit as its sole and exclusive remedy, provided that it is not otherwise in default, including as provided in paragraph 4 above.

Purchaser understands and agrees that it shall be required to comply with all applicable City ordinances and partake in one or more public hearings concerning its PUD proposal, and that this Agreement in no way constitutes, nor shall it be construed or interpreted to constitute, approval or a promise to approve the PUD or any development of any portion of the Property, as to which the City reserves the full right of its review and approval authority under ordinance and law. Additionally, this Agreement in no way vests, nor shall it be construed or interpreted to vest, any rights to own, occupy, use or develop any portion of the Property prior to the Closing. The provisions of this paragraph shall survive the Closing of this transaction.

7. Subject to the terms and conditions of this Agreement, the purchase/sale transaction contemplated under this Agreement shall be consummated at a meeting of the parties (the "Closing") which shall take place at the offices of the Title Company on a mutually agreed date and time within thirty (30) days after the occurrence of the Conditions Precedent set forth in Paragraph 6, above. At the Closing, City shall execute and deliver to Purchaser (as required) and Purchaser shall



execute and deliver to City (as required) the following:

A. The representative of each party shall deliver to the other evidence of their authority to enter into and to consummate this transaction.

B. A closing statement showing the prorations, adjustments, and credits as set forth in this Agreement. City shall pay the cost of the title policy, real estate transfer taxes and deed documentary stamps. Title Company closing and/or escrow fees shall be shared equally between City and Purchaser. Purchaser will pay all other closing costs and the costs of recording the Deed and any other documents requiring recordation. City and Purchaser shall be responsible for their own attorney fees up to and including the Closing, except Purchaser shall be responsible for any attorney fee charges, not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), required under the City's development escrow ordinance, which may include attorney fees incurred by the City in connection with Purchaser satisfying the Conditions Precedent set forth in Paragraph 6 of this Agreement and otherwise in connection with the development review and approval process.

C. A Limited Warranty Deed conveying marketable title to the real estate to Purchaser, subject only to the exceptions to title approved pursuant to this Agreement (the "Deed").

D. Payment of the Purchase Price (less any credits under this Agreement).

E. The signed instruments required under paragraph 9 of this Agreement.

F. All required valuation and tax reporting documents and affidavits as required by law.

8. If the terms and conditions of this Agreement and the Conditions Precedent are satisfied and the City refuses to close, Purchaser shall have as its sole and exclusive remedy the right to a return of the Security Deposit plus reimbursement of its reasonable costs and expenses incurred in satisfying the Conditions Precedent. If the Conditions Precedent are satisfied and Purchaser refuses to close, the Security Deposit shall be forfeited to the City as its sole and exclusive remedy. In no event shall either party be entitled to relief in the form of specific performance under this Agreement, and both parties expressly waive any right they may otherwise have to such relief.

9. THE PROPERTY IS BEING SOLD IN AN "AS IS" AND "ALL FAULTS" CONDITION including, but not limited to the environmental condition thereof, AS OF THE TIME OF CLOSING. Except as is specifically set forth in this Agreement and the Exhibits attached hereto (a) no statements or representations, express or implied, have been made or are made, and no information or documents supplied by the City are represented to be complete or accurate; and (b) no responsibility has been or is assumed by the City or by any affiliate, person, firm or agent acting or purporting to act on behalf of City as to: (i) the presence of or absence on, in, or beneath or about the Property of any minerals or other substances, including without limitation, any asbestos or any other "hazardous substances"; (ii) the condition or repair of the Property, (iii) the value, expense of operation or income potential of the Property; or (iv) any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential thereof, including without limitation as to any fact, condition or defect which would be disclosed by a full, complete, and competent survey, investigation of all public and governmental agency's records and of the Property and each and every part or component thereof. For purposes of this Agreement, the term "hazardous substance(s)" shall mean any hazardous or toxic material, substance or waste, which is defined by or for which the production, processing, sale, handling and/or disposal thereof is

regulated as a hazardous or toxic material or waste under any applicable statute, law, rule or regulation of any federal, state or local governmental authority. The provisions of this paragraph shall survive the Closing of this transaction.

Purchaser shall deliver to City at Closing an instrument in writing executed by Purchaser wherein Purchaser unconditionally and irrevocably releases any and all claims which it then or may thereafter have against City, any prior or existing partners, joint venturers or members of City, any heirs, personal representatives, successors or assigns of City or any such partners, joint venturers or members, any agents, employees, directors, or officers of City, any such partners, joint ventures or members, or any of the heirs, personal representatives, successor or assigns of City or any such partners, joint venturers or members (the "City Released Parties") arising out of or in conjunction with or relating in any manner whatsoever to (a) the use, treatment, generation, storage, disposal, placement, release or transportation of any Hazardous Materials in, on, under, above, to or from all or any portion of the Property, regardless of whether any such use, treatment, generation, storage, disposal, placement, release or transportation occurred or occurs before, on or after the date of this Agreement or the Closing, (b) the presence of any Hazardous Materials in, on, under or above any portion of the Property, regardless of whether any such Hazardous Materials were or become present before, on or after the date of this Agreement or the Closing, or (c) the migration of any Hazardous Materials from all or any portion of the Property, regardless of whether such migration occurred or occurs before, on or after the date of this Agreement or the Closing (any use, treatment, generation, storage, disposal, placement, release, transportation, presence or migration of any Hazardous Materials described above is referred to herein as an "Environmental Condition"). Such instrument shall be binding on the successors and assigns of Purchaser and each successor in title to all or any portion of the Property which is a Purchaser Releasing Party (as defined below). A "Purchaser Releasing Party" shall mean (i) any person or entity directly or indirectly controlled by, controlling or under common control with Purchaser, (ii) any officer, director, employee, member, shareholder, partner, agent, successor or assign of Purchaser or any of the other persons or entities identified in (i) above, (iii) (A) any person in any degree of consanguinity to any of the persons identified in (i) or (ii), (B) any spouse of any person described in (A) of this sub-subparagraph (iii) or (C) any person in any degree of consanguinity to any person described in (B) of this sub-subparagraph (iii), or (iv) any corporation, partnership, limited liability company, joint venture or any other entity directly or indirectly controlled by Purchaser and/or all, some or any of the persons or entities described in (i), (ii) or (iii) above. A person of the half-blood shall be treated as a person in any degree of consanguinity for purposes of sub- subparagraph (iii) above. Such instrument shall be in form reasonably satisfactory to City and be recorded with the Oakland County Register of Deeds immediately after the Closing. Notwithstanding anything to the contrary contained herein, Purchaser shall not be required to indemnify, defend, hold harmless or release City from and against any third party claims relating to the Environmental Condition of the Property that arose prior to Closing; provided, however, that such "third party claims" shall not include any claims, requirements, demands, or remedial activity required by any governmental or regulatory agencies with respect to the Property occurring after or as a result of any conduct or activity by Purchaser, including the alteration of topography, excavation, or regulatory filings.

10. City and Purchaser each represent and warrant to the other that no broker, finder or like party has been engaged by it in connection with the transaction contemplated by this Agreement, with the exception of Dan Blugerman of Thomas Duke. City shall pay the brokerage commissions of the Broker pursuant to a separate agreement with such broker. City and Purchaser shall each indemnify the other against any costs, liabilities or expenses, including but not limited to attorneys' fees, arising out of the breach of the foregoing representation and warranty by the indemnifying party.

11. Except as is specifically set forth in this Agreement (a) no statements or representations, express or implied, have been made or are made, and no information or documents

supplied by the City are represented to be complete or accurate; and (b) no responsibility has been or is assumed by the City or by any affiliate, person, firm or agent acting or purporting to act on behalf of City as to: (i) presence of or absence on, in, or beneath or about the Property of any minerals or other substances, including, without limitation, any asbestos or any other "hazardous substances;" (ii) the condition or repair of the Property; (iii) the value, expense of operation or income potential of the Property; or (iv) any other fact or condition which has or might affect the Property or the condition, repair, value, expense or operation or income potential thereof, including, without limitation, as to any fact, condition or defect which would be disclosed by a full, complete, and competent survey, investigation of all public and governmental agency's records and of the Property and each and every part or component thereof.

12. Purchaser is responsible for paying all costs and expenses related to the demolition of the existing building on the Property and the design, planning, engineering, permitting and submission of the PUD to be proposed on the Property.

13. All real estate taxes and assessments, if any, that become payable prior to the date of Closing shall be paid by the City. Any special assessments that constitute a lien against the Property prior to Closing shall be paid by City, regardless of whether such special assessment may be paid in installments. All real estate taxes and assessments becoming due and payable on and after the date of Closing shall be the responsibility of Purchaser.

14. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party.

15. This Agreement and the exhibits attached hereto embody the entire Agreement between the parties in connection with the sale of the Property to Purchaser and there are no oral or parole agreements existing between the parties relating to this transaction which are not expressly set forth and covered hereby. This Agreement may not be modified except in writing signed by both parties.

16. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed to be a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.

17. No third party, other than the City and Purchaser, their heirs, personal representatives, successors and permitted assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of the City and Purchaser, their heirs, personal representatives, successors and permitted assigns, and not for the benefit of any other third party.

18. All notices required to be given hereunder shall be in writing. Notice shall be deemed as given hereunder: (a) upon personal delivery to the addresses set forth below; or, (b) upon receipt (or affirmative refusal to accept) if properly addressed and sent certified mail, return receipt requested; or (c) upon depositing such notice in the custody of a nationally-recognized overnight delivery service and sent by overnight delivery. Notice shall be deemed properly addressed if sent to the following addresses:

If to City: City of Farmington  
c/o Mr. David Murphy, City Manager  
23600 Liberty Street  
Farmington, Michigan 48335

With a copy to: Mr. Thomas R. Schultz, Esq.  
Johnson Rosati Schultz & Joppich, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331

If to Purchaser: Daniel C. Allor III  
DA Building, LLC  
10618 Lighthouse Pt  
South Lyon, Michigan 48178

With a copy to: Steven D. Sallen, Esq.  
Maddin, Hauser, Roth & Heller, P.C.  
28400 Northwestern Highway, Third Floor  
Southfield, Michigan 48034

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to agreements made and to be performed in that state. Should any court action be commenced at any time involving or concerning this Agreement, it is hereby agreed that jurisdiction and venue shall be in the State of Michigan Circuit Court in Oakland County.

20. Purchaser may not assign this Agreement, in whole or in part, without the prior written consent of City. Such consent shall not be unreasonably withheld if the assignment is to an entity that is wholly owned or commonly owned (with Purchaser owning more than 50% of the total shares or with the current members of Purchaser having an ownership interest). In all other instances, such consent shall be in the sole and absolute discretion of the City. If City consents to such assignment, the assignee shall be considered a "permitted assign" under this Agreement and shall be bound by all of the terms and conditions of this Agreement.

21. This Agreement may be executed in counterparts. Facsimile and electronic copies of signatures shall have the same effect as original signatures.

***[Signature Page to Follow]***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES:

CITY OF FARMINGTON  
a Michigan municipal corporation,

\_\_\_\_\_

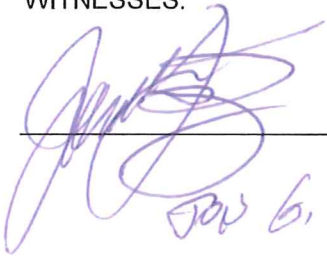
By \_\_\_\_\_  
William Galvin, Mayor

\_\_\_\_\_

By \_\_\_\_\_  
Susan Halberstadt, City Clerk

WITNESSES:

PURCHASER, LLC  
a Michigan limited liability company

  
\_\_\_\_\_  
Dan G. Savoy

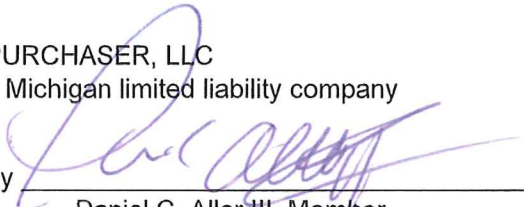
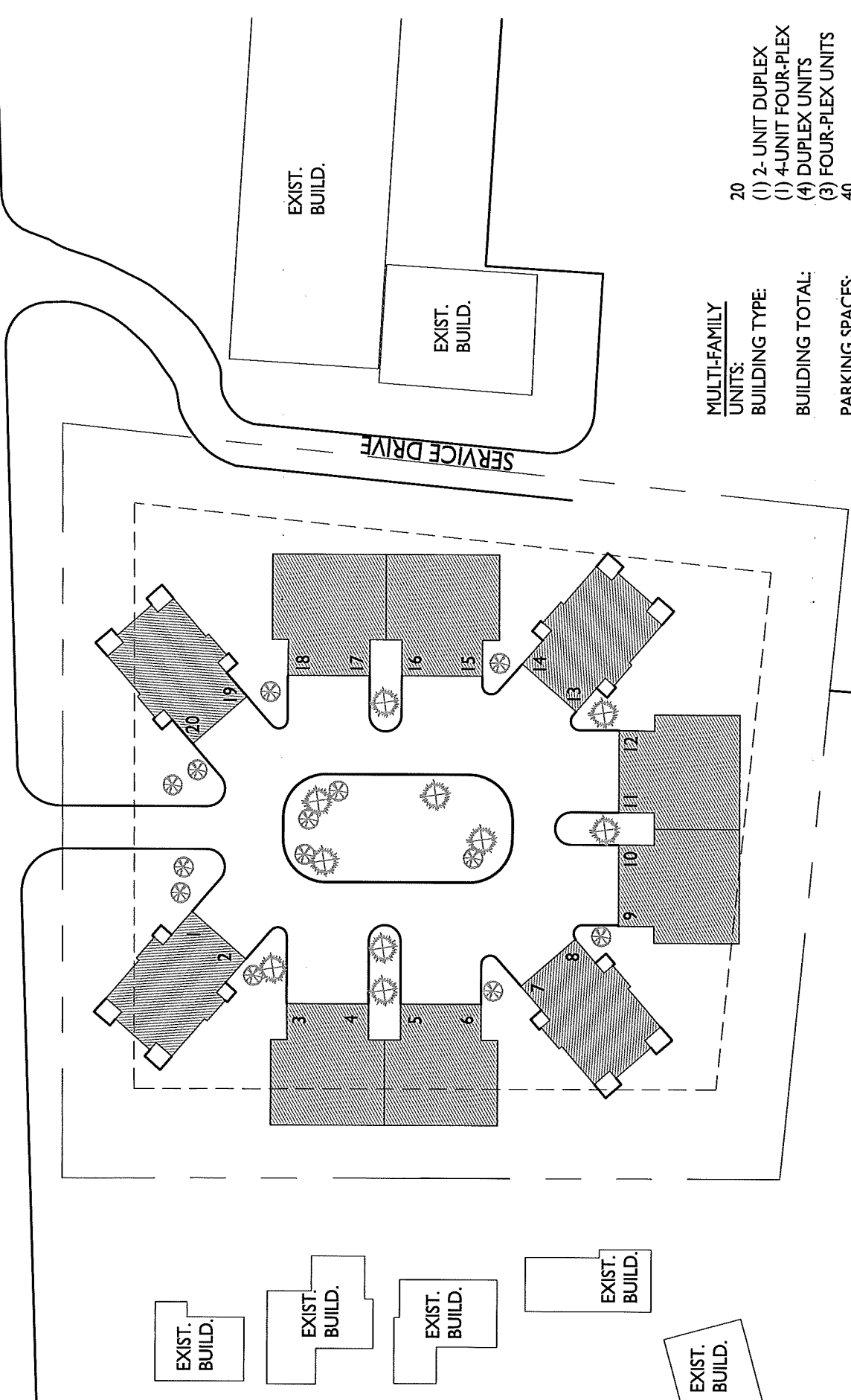
  
By \_\_\_\_\_  
Daniel C. Allor III, Member

EXHIBIT LIST

- EXHIBIT A            Legal description of entire Property (exclude existing and future right-of- way for Ten Mile)
  
- EXHIBIT B            Purchaser Proposal to acquire and develop the Property, including Conceptual Plans and elevations.



10 MILE ROAD



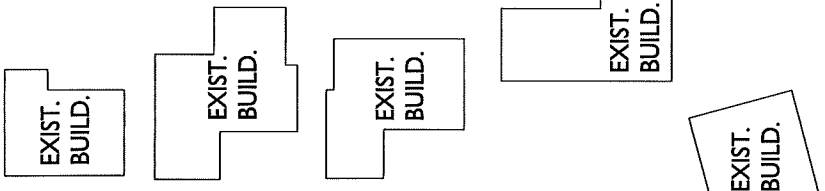
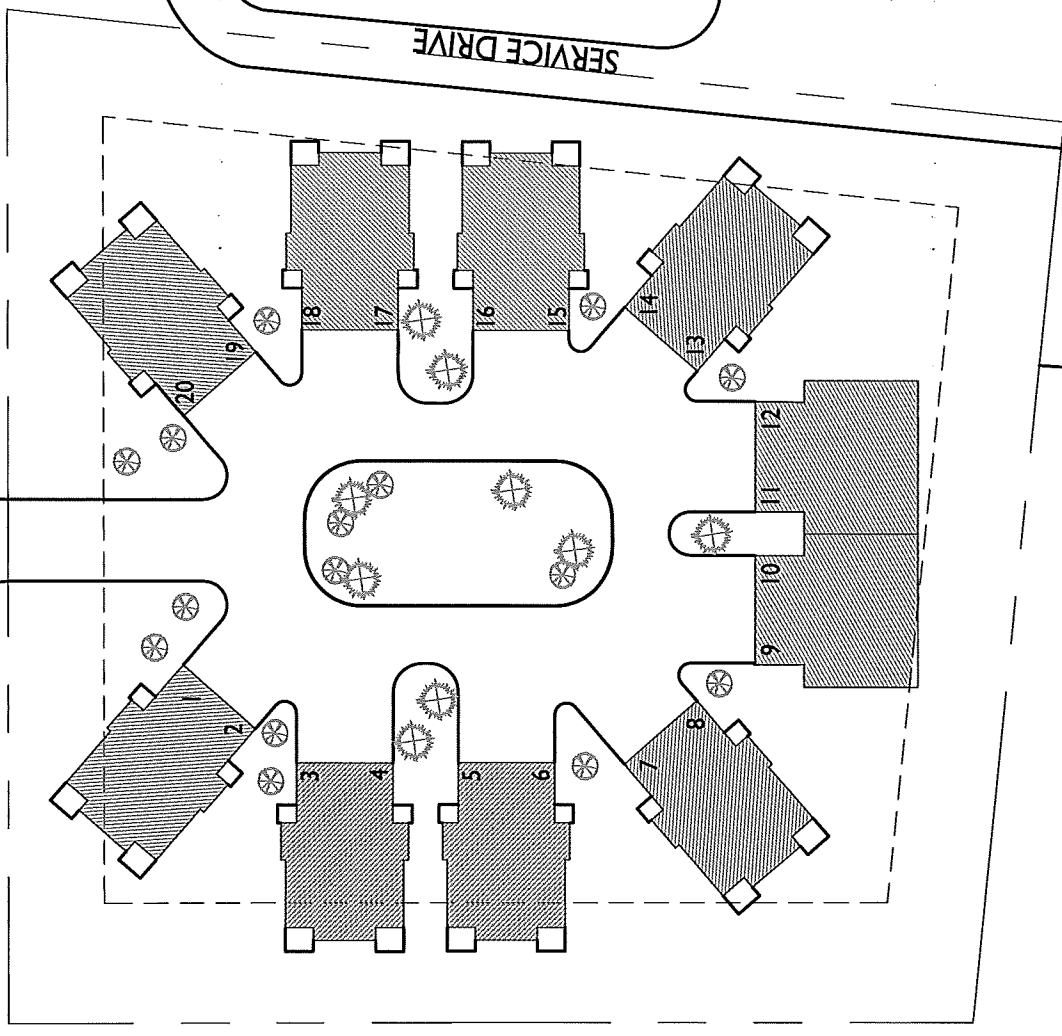
MULTI-FAMILY UNITS: 20  
 BUILDING TYPE: (1) 2- UNIT DUPLEX (1) 4-UNIT FOUR-PLEX (4) DUPLEX UNITS (3) FOUR-PLEX UNITS  
 BUILDING TOTAL: 40  
 PARKING SPACES: 40



**BOWERS+ASSOCIATES**  
 ARCHITECTURE DESIGN  
 2400 SOUTH HURON PARKWAY + ANN ARBOR, MI 48104  
 T: 734.975.2400 + F: 734.975.2410  
 WWW.BOWERSARCH.COM

Project + Name  
 MULTI-FAMILY RESIDENTIAL  
 FARMINGTON, MICHIGAN  
 PRELIMINARY SITE PLAN- OPT A  
 1" = 80'  
 16-207  
 28 MARCH 2016

10 MILE ROAD



EXIST. BUILD.

EXIST. BUILD.

SERVICE DRIVE

EXIST. BUILD.

EXIST. BUILD.

EXIST. BUILD.

EXIST. BUILD.

EXIST. BUILD.

20  
 (1) 2-UNIT DUPLEX  
 (1) 4-UNIT FOUR-PLEX  
 (8) DUPLEX UNITS  
 (1) FOUR-PLEX UNIT

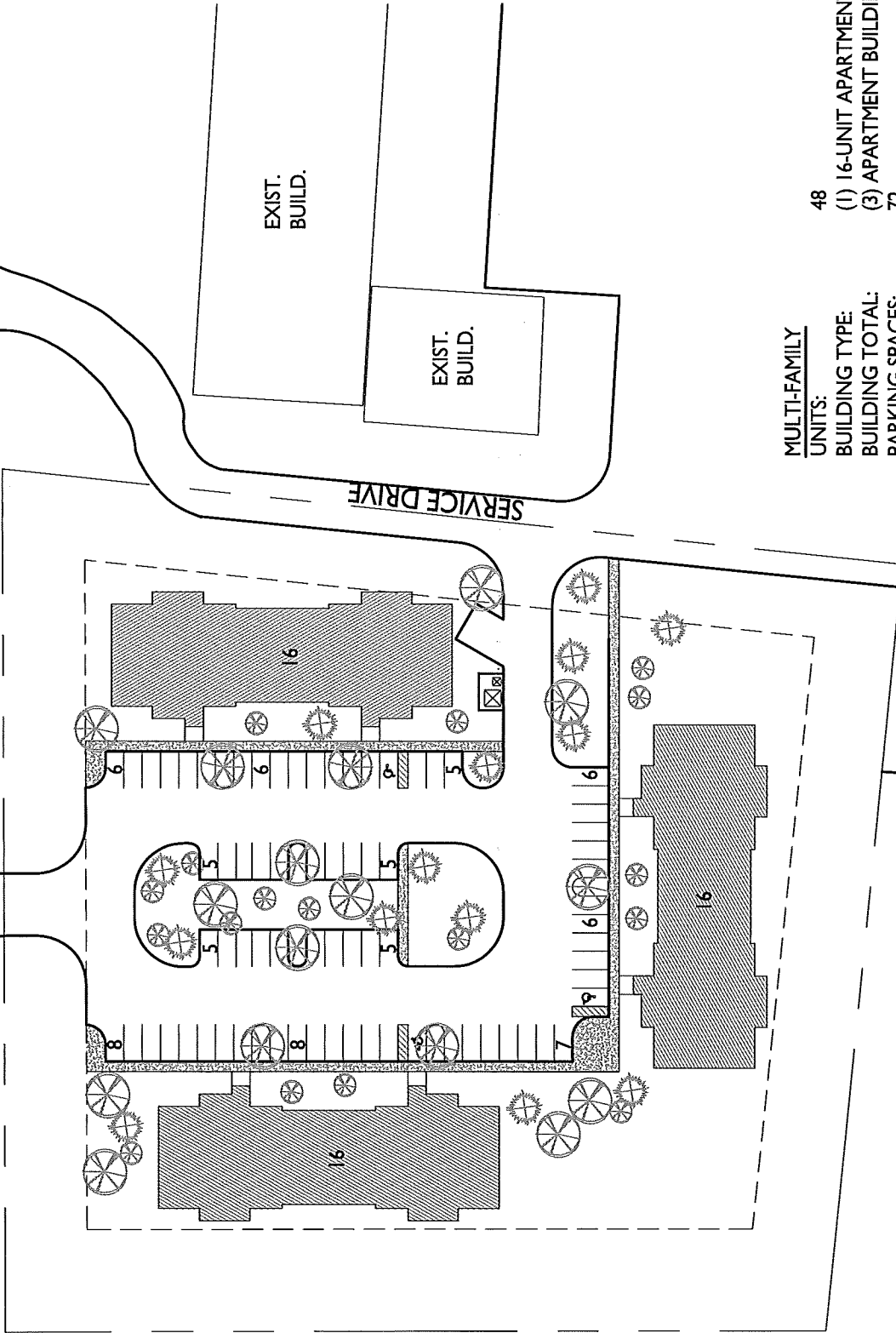
MULTI-FAMILY UNITS:  
 BUILDING TYPE:  
 BUILDING TOTAL:  
 PARKING SPACES:

**CAB DA BUILDING**  
 RESIDENTIAL | COMMERCIAL

**BOWERS+ASSOCIATES**  
 ARCHITECTURE DESIGN  
 2400 SOUTH HURON PARKWAY + ANN ARBOR, MI 48104  
 T: 734.975.2400 + F: 734.975.2410  
 WWW.BOWERSARCH.COM

Project + Name  
 MULTI-FAMILY RESIDENTIAL  
 FARMINGTON, MICHIGAN  
 PRELIMINARY SITE PLAN- OPT B  
 1" = 80'  
 16-207  
 28 MARCH 2016

10 MILE ROAD



MULTI-FAMILY  
UNITS: 48  
BUILDING TYPE: (1) 16-UNIT APARTMENT  
BUILDING TOTAL: (3) APARTMENT BUILDINGS  
PARKING SPACES: 72

**CAB DA BUILDING**  
RESIDENTIAL | COMMERCIAL

**BOWERS+ASSOCIATES**  
ARCHITECTURE DESIGN  
2400 SOUTH HURON PARKWAY + ANN ARBOR, MI 48104  
T: 734.975.2400 + F: 734.975.2410  
WWW.BOWERSARCH.COM

Project + Name

MULTI-FAMILY RESIDENTIAL  
FARMINGTON, MICHIGAN

PRELIMINARY SITE PLAN-OPT C

1" = 80'

16-207

28 MARCH 2016



### **ABOUT Bowers & Associates:**

We offer architecture, planning, and interior design services. Our unique ability to be architecturally diverse yet unified in our design approach allows us to solve complex problems, regardless of the project's specifics.

Since our inception in 1987, our firm has worked on a wide spectrum of projects including commercial, office buildings, multi-family, mixed use developments, senior housing, hotels, and educational facilities.

We work closely with our clients, consultants and contractors to provide a full service professional team. We strive to fulfill our clients' needs and goals successfully while contributing to the community.

#### SERVICES

Bowers + Associates offers clients a wide range of professional services. The following performed services showcase our extensive expertise and capabilities:

- Architecture, Planning, Master Planning, Interior Design, Feasibility Studies,
- Programming, Space Planning, Specifications, Cost Analysis, Value Engineering, Site Analysis, Graphic Design, Construction Administration

Scott M. Bowers, AIA, NCARB, License # 1301032575, <http://bowersarch.com>

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### **ABOUT DA Building LLC:**

We offer over 35 Years' experience in the building industry with projects consisting of Single Family Residential, Multifamily and Commercial buildings.

#### SERVICES

- Land Development
- Turn Key New Single and Multi-Family homes
- Commercial building and Build Outs
- Project and Property Management

#### PORTFOLIO

- Sherwood Oaks II, 24 lot Single family development
- Ryan's Woods, 9 lot Single family development
- Barclay Park Condos is a large community of 291 two and three bedrooms' brownstone-style condo
- Carlton Forest Condominiums is located in Novi with 75 condos
- Cherry Hill Village, Plymouth Multi and single family community

Daniel C. Allor III, License #2101205682

Scott D. Gronevelt, License #2101088143

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
April 18, 2016

**Reference  
Number  
(ID # 2163)**
**Submitted by:** David Murphy, City Manager

**Description:** Special Event Request-2016 South Farmington Baseball League Parade

**Requested Action:**

Authorize Permit request to hold South Farmington Baseball Parade, Saturday, May 7, 2016 at 9 a.m. until about noon

**Background:**

The South Farmington Baseball League has requested authorization to hold its annual parade on May 7, 2016 at 9 a.m. The request was to have the parade participants' stage on the west side of city hall. The participants/parade will then process north across Grand River, east on Oakland Street, north on Farmington Road, east on Shiawassee Street and then end at City Park.

The proposed route does not cause the public safety department any concerns as this is the normal parade route from past years that has worked without incident. This year, we will have three officers assist with this parade on overtime.

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

David M. Murphy    Completed    04/14/2016 3:07 PM  
 City Manager        Completed    04/14/2016 3:07 PM  
 City Council Pending    04/18/2016 7:00 PM





### City of Farmington Special Event Application

Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's office at least 60 days prior to the starting date of the event.

Sponsoring Organization's Name South Farmington Baseball

Organization Phone: 248-890-7671

Organization Address P.O. Box 1067, FH 48332

Organization's Agent: Nancy Gordy-Baker Phone: 248-890-7671

Agent's Title: Opening Day Director E-mail: nancygordybaker@yahoo.com

Agent's Address: 30242 Stockton Ave, FH 48336

Event Name: SFBI Opening Day Parade

Event Purpose: Opening of spring baseball/softball season

Event Dates: 5/7/2016

Event Times: 9am - 12pm

Event Location: Police Dept. Lawn to Shiawasse Park

1. **Type of Event:** Based on policy section 2, this event is:
- City Operated Event
  - Co-sponsored Event
  - Non-Profit Event
  - For-Profit Event

2. **Annual Event:** Is this event expected to occur next year?
- a. Normal event schedule: First Saturday in May  
(e.g., third weekend in July)
  - b. Next year's date: 5/6/2017



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. Please see request letter

4. Vendors: Food Concessions (YES) (No) Other vendors (YES) (No)

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

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

Travel Softball team will hold a  
bake sale on lawn during the  
parade line-up

5. Invitation to Civic Organizations and Merchants in the Event Vicinity.

Non-profit organizations and local merchants in the vicinity of the special event being should be given the opportunity to participate in the special event to the greatest extent practical, depending upon the nature and purpose of the event; e.g., a local Deli might come out and sell bratwurst. An applicant must demonstrate that reasonable efforts have been made with regard to such inclusion and participation. For events within Riley Park, specific efforts must be made to include those locate within the Central Business District. The City Manager's office shall be responsible for determining whether this requirement has been met.

( ) Yes, I have invited local businesses to participate.

Those invited include: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No, I have not yet invited local businesses to participate, but will within a week of submitting this application.

I will invite: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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:

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- 7. **Other Requests:**

Road closures for parade route - please  
 see request letter in contact w/ Ted

Warthman

- 8. **Event Signs:** Will this event include the use of signs (YES)  (NO)   
 If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

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

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

Banner Length

Width

Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width


Height

Write copy of sign in the box.

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

4/12/16  
Date

  
Signature of Sponsoring Organization's Agent

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

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

Phone: 248-474-5500, ext. 2221

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
April 18, 2016

**Reference  
Number  
(ID # 2164)**

**Submitted by:** David Murphy, City Manager

**Description:** Special Event Request-South Farmington Baseball Movie Night

**Requested Action:**

Move to approve special event permit application to hold South Farmington Baseball Movie Night on Saturday, June 4, 2016.

**Background:**

The South Farmington Baseball League has requested authorization to hold a movie night for friends and families of the league on Saturday, June 4, 2016 in Shiawassee Park from 6 p.m. - midnight. The organization is ordering a viewing screen for 500 people. The viewing screen will be installed next to the walking track between diamonds 3 and 4. Bellacino's typically sells hotdogs at the event.

**Recommendation**

Approve the request from South Farmington Baseball League to hold their movie night on Saturday, May 30, 2015.

**Agenda Review**

**Review:**

David M. Murphy Completed 04/14/2016 3:12 PM

City Manager Completed 04/14/2016 3:13 PM

City Council Pending 04/18/2016 7:00 PM



## City of Farmington Special Event Application

Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's office at least 60 days prior to the starting date of the event.

Sponsoring Organization's Name South Farmington Baseball Inc.

Organization Phone: \_\_\_\_\_

Organization Address PO Box 1067 Farmington, MI 48332-1067

Organization's Agent: Amanda Drakos Phone: 248-719-4186

Agent's Title: Marketing Director E-mail: drakos.amanda@gmail.com

Agent's Address: 24224 Creekside Dr Farmington Hills, MI 48336

Event Name: Movie Night in the Park

Event Purpose: To bring together members of our organization and the Farmington community

Event Dates: Saturday June 4, 2016

Event Times: 6PM-12AM

Event Location: Shiawasee Park (between fields 1 and 2)

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

- City Operated Event       Co-sponsored Event  
 Non-Profit Event       For-Profit Event

2. **Annual Event:** Is this event expected to occur next year?

- a. Normal event schedule: Last weekend in May/First weekend in June  
 (e.g., third weekend in July)
- b. Next year's date: Last weekend in May - depends on Memorial Day



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.

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

Bellacino's - normally sells hot dog  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **Invitation to Civic Organizations and Merchants in the Event Vicinity.**

Non-profit organizations and local merchants in the vicinity of the special event being should be given the opportunity to participate in the special event to the greatest extent practical, depending upon the nature and purpose of the event; e.g., a local Deli might come out and sell bratwurst. An applicant must demonstrate that reasonable efforts have been made with regard to such inclusion and participation. For events within Riley Park, specific efforts must be made to include those locate within the Central Business District. The City Manager's office shall be responsible for determining whether this requirement has been met.

( ) Yes, I have invited local businesses to participate.

Those invited include: The Farmington Civic Theatre  
Service Sports  
Weingartz Lawn and Snow  
Country Lanes

( ) No, I have not yet invited local businesses to participate, but will within a week of submitting this application.

I will invite: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:**

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

Banner Length

Width

Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height

Write copy of sign in the box.

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

3/30/10  
Date

*A. Drake*  
Signature of Sponsoring Organization's Agent

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

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

Phone: 248-474-5500, ext. 2221

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
April 18, 2016

**Reference  
Number  
(ID # 2165)**

**Submitted by:** David Murphy, City Manager

**Description:** Special Event Request-Farmington Brewing Company Pig & Brew

**Requested Action:**

Authorize permit request for Farmington Brewing Company to hold its second annual Pig & Brew; Saturday July 9, 2016 from noon until midnight.

**Background:**

The Farmington Brewing Company, in conjunction with Barlow's Gourmet Sauces, has requested authorization to hold an annual Pig & Brew event. This year's barbecue will be Saturday July 9, 2016 from noon until midnight. This will be held at their place of business, 33336 Grand River Ave. They will use their two parking spaces on the north side of the building to have barbecue prepared under a 12' x 7' trailer. Food will be served inside their establishment or with their outdoor seating area on Grand River.

It was noted that Barlow's shall have the necessary permits from the Oakland County Health Department, access and egress must be maintained from the Farmington Brewing Company at all times, emergency egress for the lower and upper theaters at the Civic must be maintained, and clear unobstructed access for vehicles to the North Parking Lot must be maintained.

This is expected to be an annual event.

**Recommendation**

Approve the request to allow Farmington Brewing Company to have its Pig & Brew on July 9, 2016.

**Agenda Review**

**Review:**

**David M. Murphy Completed 04/14/2016 3:14 PM**

**City Manager Completed 04/14/2016 3:15 PM**

**City Council Pending 04/18/2016 7:00 PM**





### City of Farmington Special Event Application

Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's office at least 60 days prior to the starting date of the event.

Sponsoring Organization's Name Farmington Brewing Company

Organization Phone: 248-957-9543

Organization Address 33336 Grand River Ave., Farmington, MI 48336

Organization's Agent: Jason Schlaff Phone: 248-227-6867

Agent's Title: Owner E-mail: jason@FBCBrewing.com

Agent's Address: 33216 Thomas St., Farmington, MI 48336

Event Name: 2nd Annual Pig Roast

Event Purpose: Family Friendly Pig Roast with pigs raised on our used grain

Event Dates: Sat July 9, 2016

Event Times: Noon to midnight

Event Location: Farmington Brewing Company, 33336 Grand River Ave

- 1. **Type of Event:** Based on policy section 2, this event is:
  - City Operated Event
  - Co-sponsored Event
  - Non-Profit Event
  - For-Profit Event

2. **Annual Event:** Is this event expected to occur next year?

- a. Normal event schedule: 3rd Saturday in July [July 15, 2017]  
(e.g., third weekend in July)
- b. Next year's date: \_\_\_\_\_



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 lost 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.

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

Barlow's Gourmet Sauces  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NA

5. **Invitation to Civic Organizations and Merchants in the Event Vicinity.** Non-profit organizations and local merchants in the vicinity of the special event being should be given the opportunity to participate in the special event to the greatest extent practical, depending upon the nature and purpose of the event; e.g., a local Deli might come out and sell bratwurst. An applicant must demonstrate that reasonable efforts have been made with regard to such inclusion and participation. For events within Riley Park, specific efforts must be made to include those locate within the Central Business District. The City Manager's office shall be responsible for determining whether this requirement has been met.

( ) Yes, I have invited local businesses to participate.  
Those invited include: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) No, I have not yet invited local businesses to participate, but will within a week of submitting this application.  
I will invite: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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:

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- 7. **Other Requests:**

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- 8. **Event Signs:** Will this event include the use of signs (YES)  (NO)  
If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

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

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

Banner Length

Width

Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height

Write copy of sign in the box.

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

4/6/16  
Date

  
Signature of Sponsoring Organization's Agent

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

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

Phone: 248-474-5500, ext. 2221

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
April 18, 2016

**Reference  
Number  
(ID # 2166)**
**Submitted by:** David Murphy, City Manager

**Description:** Special Event Request-Farmington Brewing Company Second Anniversary Weekend

**Requested Action:**

Authorize permit request for Farmington Brewing Company to hold its second year anniversary weekend November 11 - 13, 2016

**Background:**

The Farmington Brewing Company has requested authorization to hold its second year anniversary celebration on Friday, November 11 from 4 p.m. until midnight; Saturday, November 12, noon until midnight; and Sunday, November 13 from noon until 10 p.m.

This will be held at their place of business, 33336 Grand River Ave. They will use their two parking spaces on the north side of the building to food vendors Matt & Mo's, as well as Barlow's Gourmet Sauces. Food will be served inside their establishment or with their outdoor seating area on Grand River.

It was noted that the food vendors shall have the necessary permits from the Oakland County Health Department, access and egress must be maintained from the Farmington Brewing Company at all times, emergency egress for the lower and upper theaters at the Civic must be maintained, and clear unobstructed access for vehicles to the North Parking Lot must be maintained.

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

David M. Murphy Completed 04/14/2016 3:17 PM  
 City Manager Completed 04/14/2016 3:18 PM  
 City Council Pending 04/18/2016 7:00 PM



## City of Farmington Special Event Application

Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's office at least 60 days prior to the starting date of the event.

Sponsoring Organization's Name Farmington Brewing Company

Organization Phone: 248-957-9543

Organization Address 33336 Grand River Ave, Farmington, MI 48336

Organization's Agent: JASON Schreff Phone: 248-227-6867

Agent's Title: Owner E-mail: jason@FBCBrewing.com

Agent's Address: 33216 ~~Grand River A~~ Thomas St, Farmington, MI 48336

Event Name: Farmington Brewing Company 2nd Anniversary Weekend

Event Purpose: To celebrate our 2nd anniversary and thank everyone who supports us

Event Dates: Nov. 11 - Nov 13, 2016

Event Times: 11/11: 4p-midnight, 11/12: Noon-midnight, 11/13: 2p-10p

Event Location: 33336 Grand River Ave, Farmington, MI 48336

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

- ( ) City Operated Event                      ( ) Co-sponsored Event  
( ) Non-Profit Event                          (  ) For-Profit Event

2. **Annual Event:** Is this event expected to occur next year?

- a. Normal event schedule: 2nd weekend in November  
(e.g., third weekend in July)  
b. Next year's date: 11/10/17 - 11/12/17



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.

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

- ① Barlow's Gourmet Sauces
  - ② Matt & Mo's
- 
- 

*NA*

5. Invitation to Civic Organizations and Merchants in the Event Vicinity.

Non-profit organizations and local merchants in the vicinity of the special event being should be given the opportunity to participate in the special event to the greatest extent practical, depending upon the nature and purpose of the event; e.g., a local Deli might come out and sell bratwurst. An applicant must demonstrate that reasonable efforts have been made with regard to such inclusion and participation. For events within Riley Park, specific efforts must be made to include those locate within the Central Business District. The City Manager's office shall be responsible for determining whether this requirement has been met.

( ) Yes, I have invited local businesses to participate.

Those invited include: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) No, I have not yet invited local businesses to participate, but will within a week of submitting this application.

I will invite: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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:

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- 7. **Other Requests:**

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- 8. **Event Signs:** Will this event include the use of signs (YES)  (NO)  
 If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

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

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

Banner Length

Width

Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height

Write copy of sign in the box.

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

4/6/16  
Date

  
Signature of Sponsoring Organization's Agent

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

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

Phone: 248-474-5500, ext. 2221

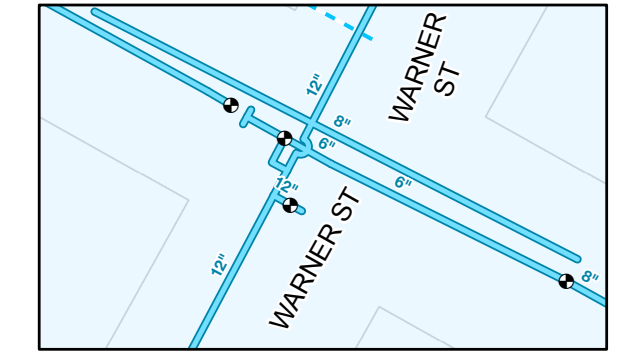
**Farmington City Council  
Staff Report****Council Meeting Date:**  
April 18, 2016**Reference  
Number  
(ID # 2159)****Submitted by:** Chuck Eudy,**Description:** Water System Asset Management**Requested Action:****Background:****Agenda Review****Review:****Chuck Eudy Pending****City Manager Pending****City Council Pending 04/18/2016 7:00 PM**



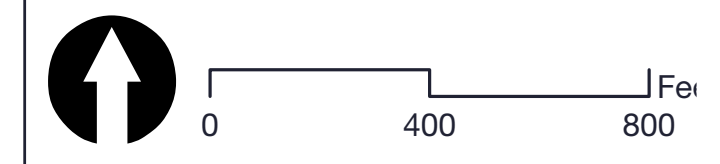
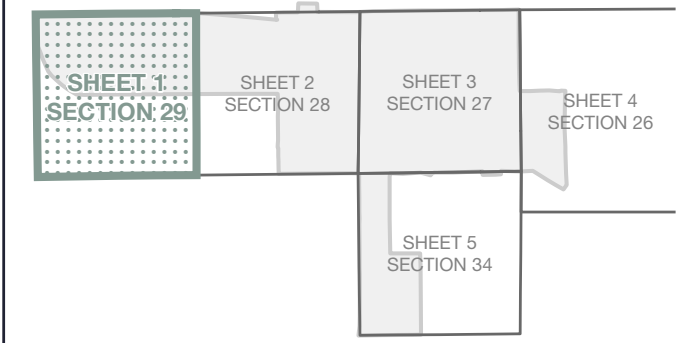


# Water Distribution Atlas

City of Farmington  
April 2015



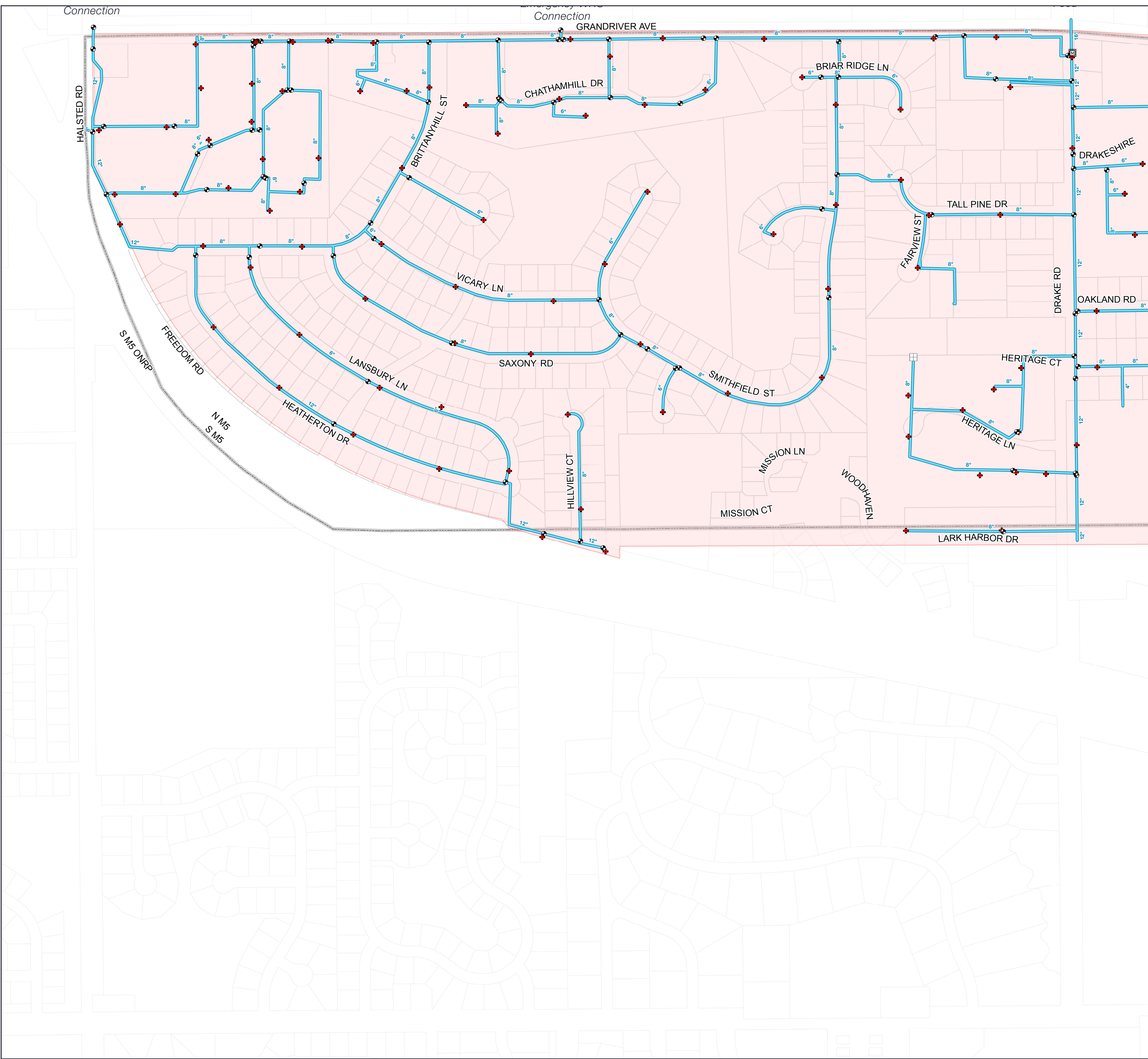
- Hydrant
  - Gate Valve
  - Meter
  - Blow Off Valve
  - Pressure Reducing Valve
  - Pump Station
  - Aboveground Storage Tank
  - Abandoned Main
  - Water Distribution Main
  - Water Service Lead
- Pressure Districts**
- Drake District
  - High Pressure District
  - Tank District
  - Political Boundary
  - Parcel Boundary



Source: Data provided by Oakland County and Orcha Hiltz, and McCliment. OHM does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: Michigan South NAD 1983 State Plane International Feet

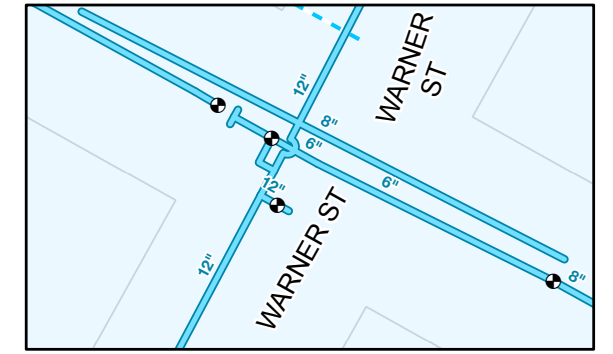
Attachment: Water Distribution Atlas (2159 : Asset Management)



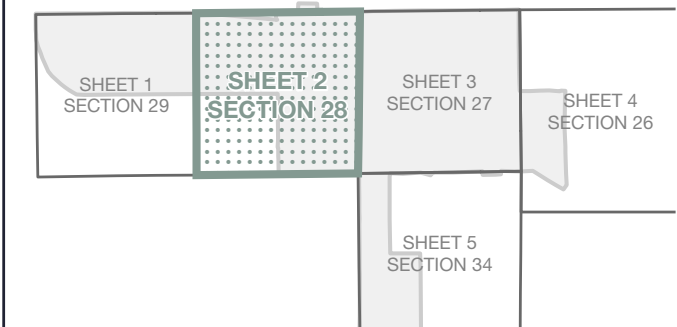


# Water Distribution Atlas

City of Farmington  
April 2015

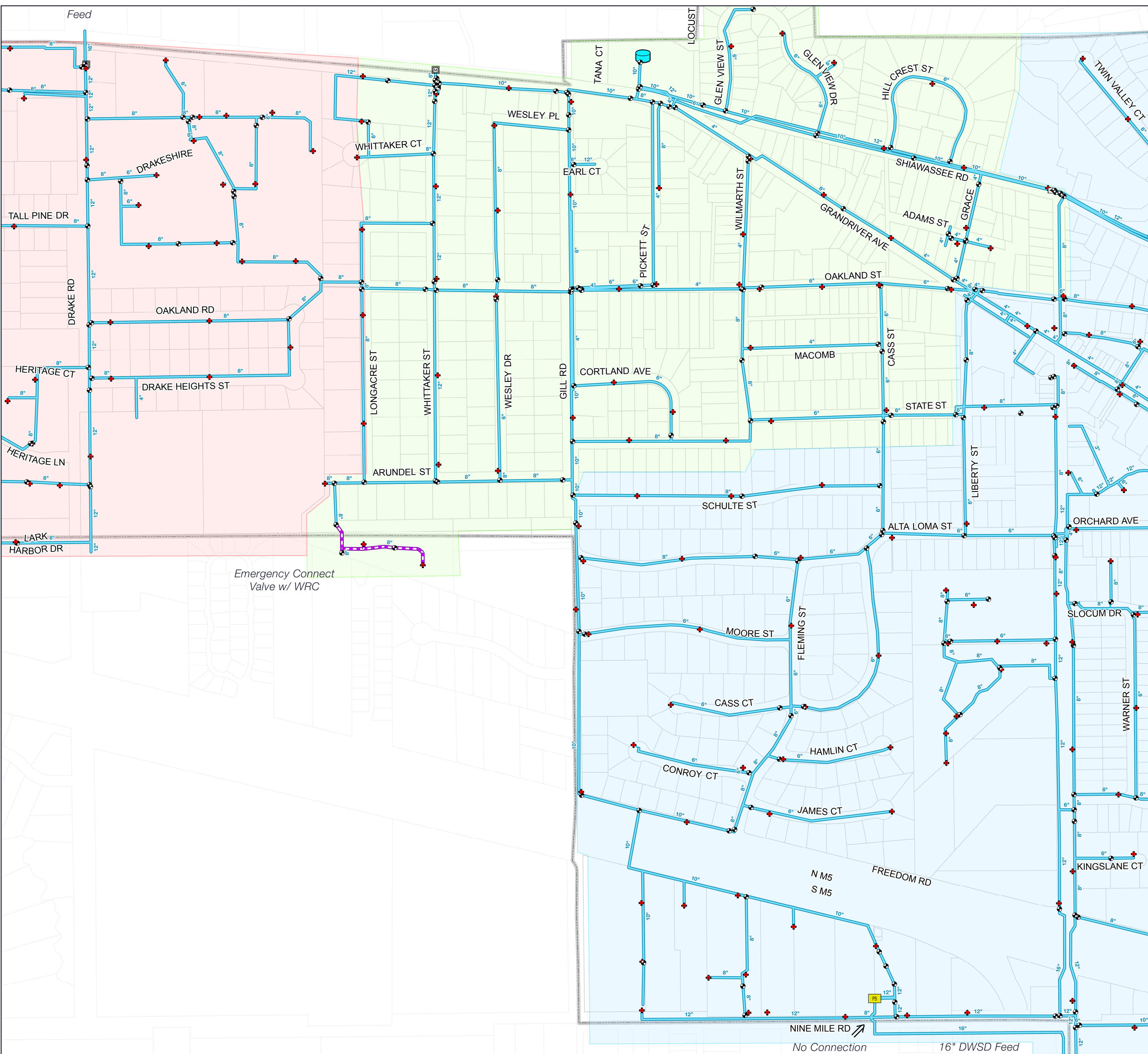


- Hydrant
  - Gate Valve
  - Meter
  - Blow Off Valve
  - Pressure Reducing Valve
  - Pump Station
  - Aboveground Storage Tank
  - Abandoned Main
  - Water Distribution Main
  - Water Service Lead
- Pressure Districts**
- Drake District
  - High Pressure District
  - Tank District
  - Political Boundary
  - Parcel Boundary



Source: Data provided by Oakland County and Orcha Hiltz, and McCliment. OHM does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: Michigan South NAD 1983 State Plane International Feet



Emergency Connect Valve w/ WRC

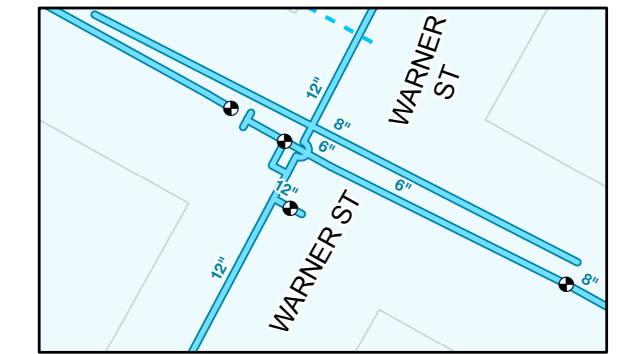
No Connection  
16" DWSD Feed

Attachment: Water Distribution Atlas (2159 : Asset Management)

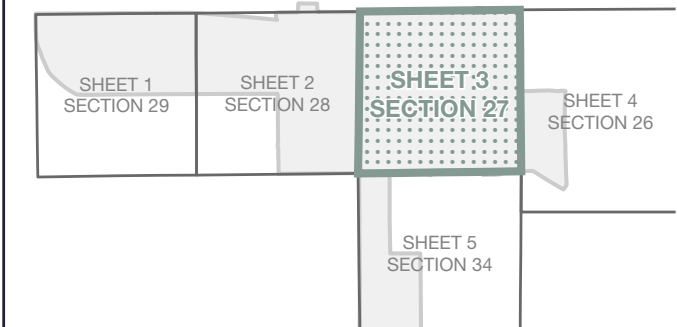


# Water Distribution Atlas

City of Farmington  
April 2015

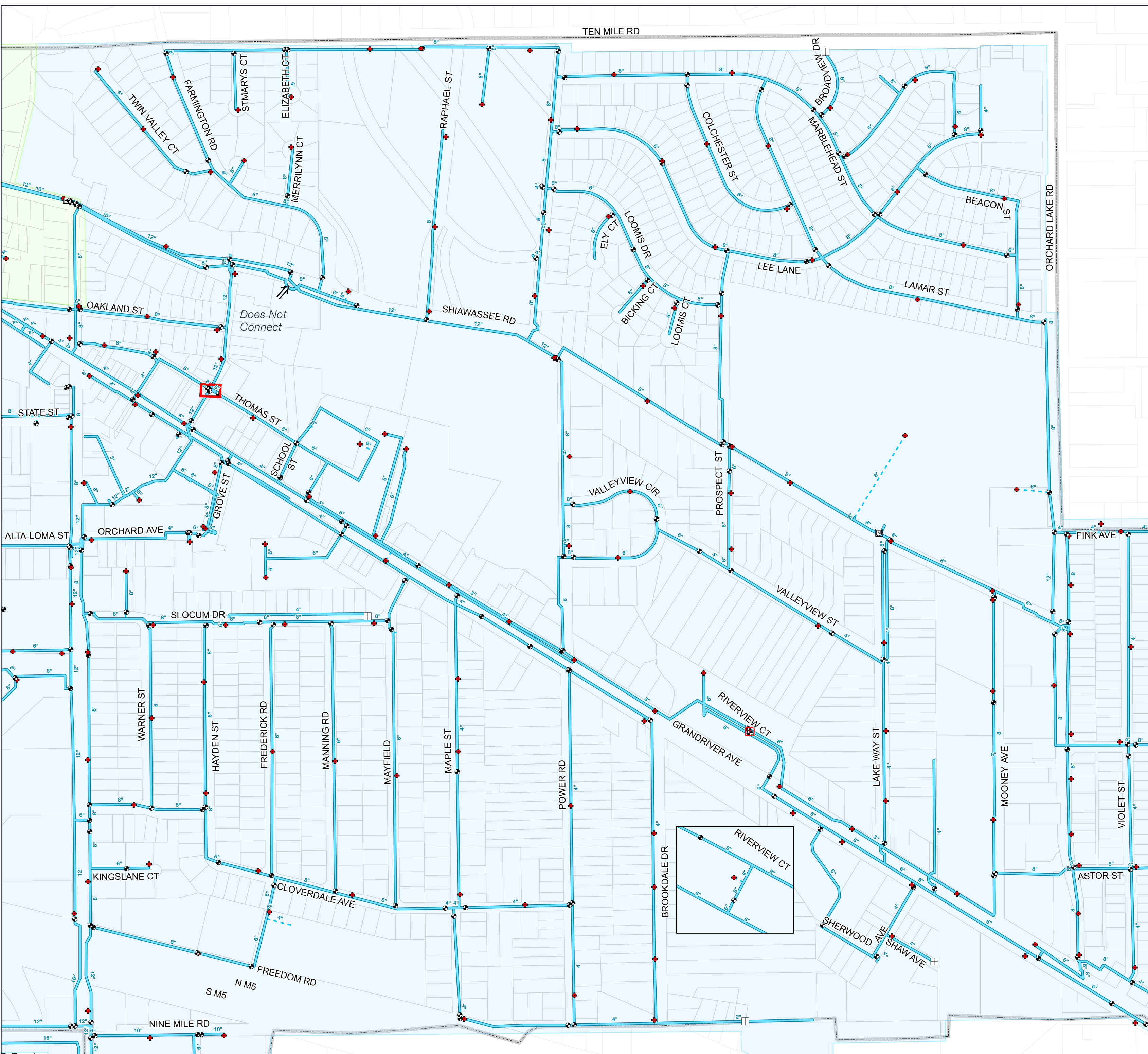


- Hydrant
  - Gate Valve
  - Meter
  - Blow Off Valve
  - Pressure Reducing Valve
  - Pump Station
  - Aboveground Storage Tank
  - Abandoned Main
  - Water Distribution Main
  - Water Service Lead
- Pressure Districts**
- Drake District
  - High Pressure District
  - Tank District
  - Political Boundary
  - Parcel Boundary



Source: Data provided by Oakland County and Orchard Hillz, and McCliment. OHM does not warrant the accuracy of the data and/or the map. This document is intended to provide the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: Michigan South NAD 1983 State Plane International Feet



Attachment: Water Distribution Atlas (2159 : Asset Management)

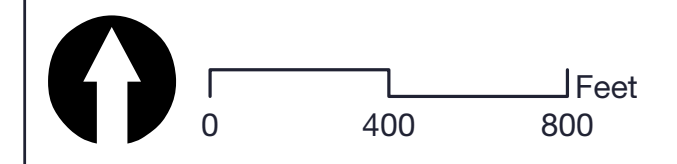
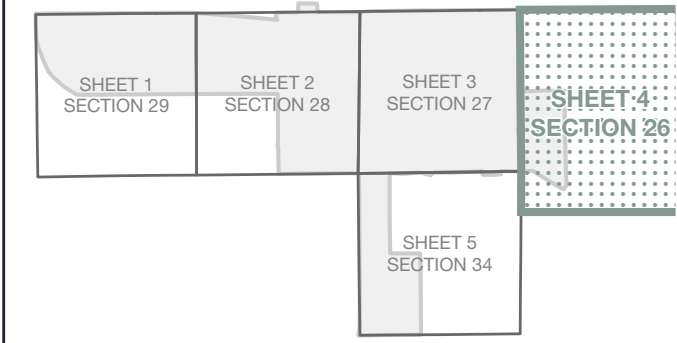


# Water Distribution Atlas

City of Farmington  
April 2015



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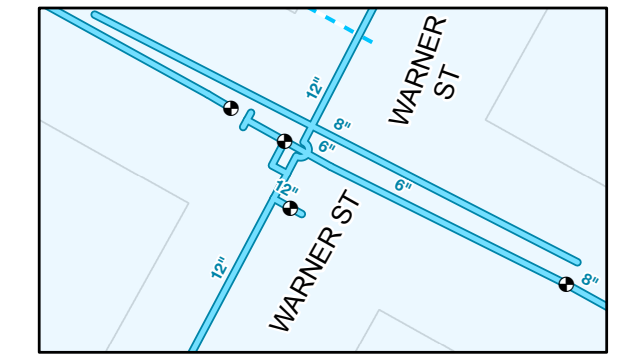
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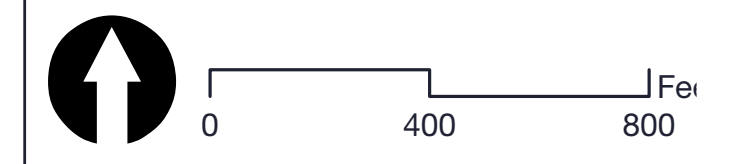
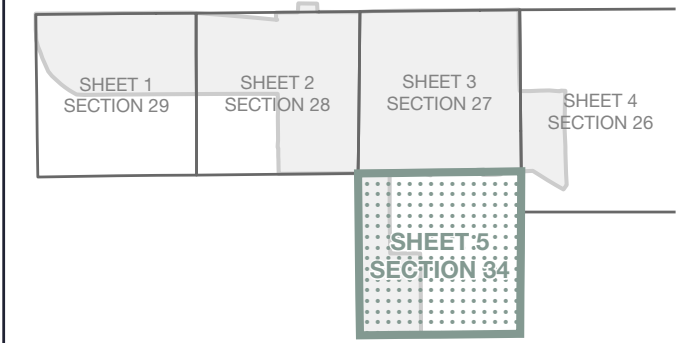


# Water Distribution Atlas

City of Farmington  
April 2015



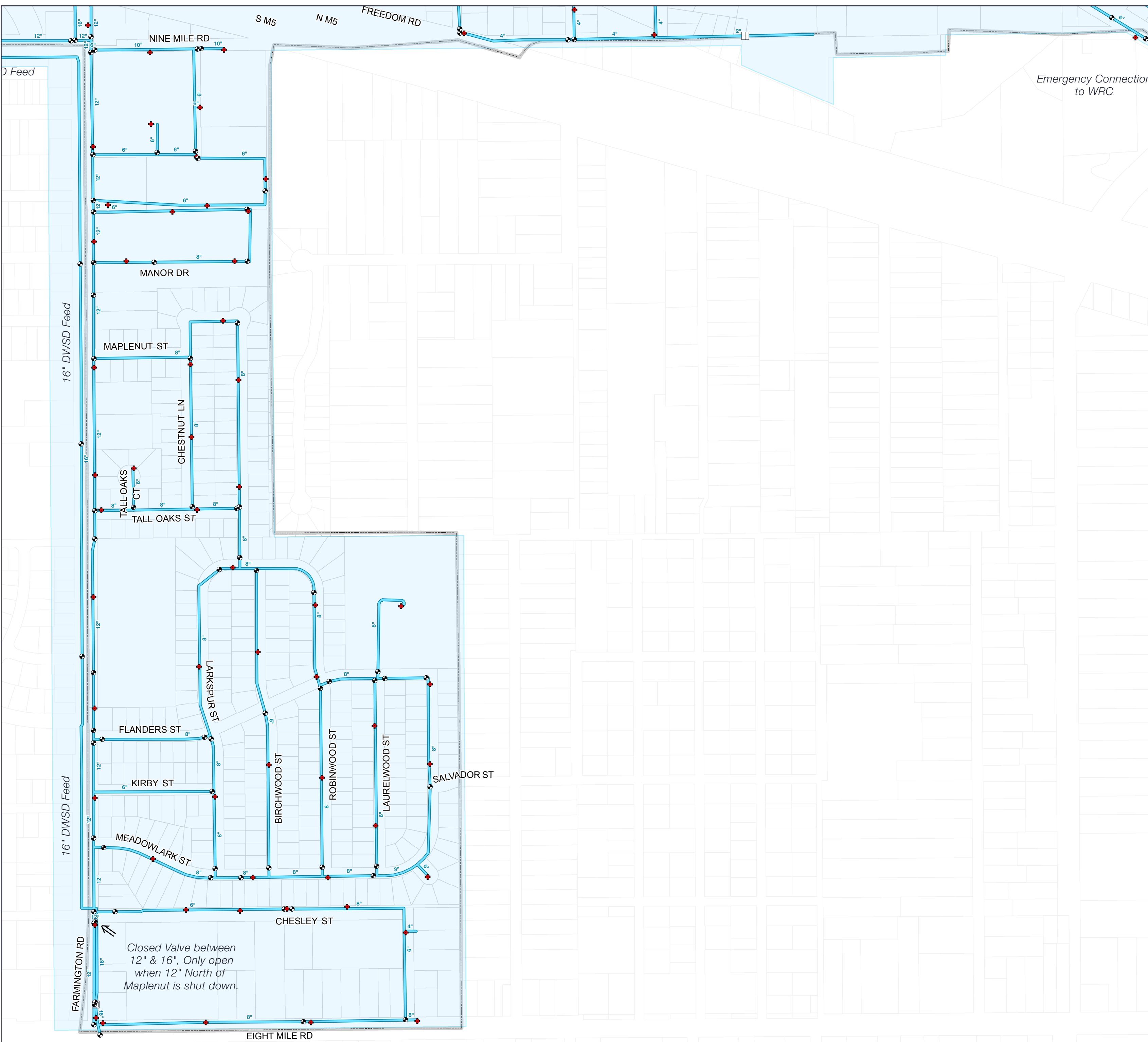
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**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
April 18, 2016

**Reference  
Number  
(ID # 2158)**

**Submitted by:** Chuck Eudy,

**Description:** Consideration to Approve Construction Estimate No. 5 for the Twin Valley Pump Station.

**Requested Action:**

Move To Approve Construction Estimate No. 5 with Bidigare Contractors Inc. in the amount of \$47,891.40

**Background:**

At the November 2, 2015 meeting City Council approved the bid from Bidigare Contractors Inc. of Northville Michigan for the reconstruction of the Twin Valley Pump Station. The amount of the bid was \$739,869.00. The existing Pump Station will not allow for the anticipated growth of the community in the area it services.

Orchard Hiltz and McCliment (OHM) has recommended a payment of \$47,891.40. Retainage is currently at the maximum 5% of the total contract. To date the City of Farmington is holding a retainage of \$36,993.00 of this contract. Amount due to Bidigare Contractors Inc. is \$47,891.40

Bidigare Contracting anticipates a mid-May completion date.

**Agenda Review**

**Review:**

**Chuck Eudy Pending**

**City Manager Pending**

**City Council Pending 04/18/2016 7:00 PM**





ARCHITECTS. ENGINEERS. PLANNERS.

April 11, 2016

Mr. Chuck Eudy  
DPW Superintendent  
City of Farmington  
33720 W. 9 Mile Road  
Farmington, Michigan 48335

Regarding: City of Farmington - Twin Valley Pump Station Improvements  
OHM Job No. 0111-13-0030  
Estimate No. 5

Dear Mr. Eudy:

Enclosed are Construction Estimate No. 5 and a Contractor's Declaration for the referenced project.

Bidigare Contractors, Inc. has completed the work shown on the attached construction estimate for the period ending April 7, 2016 and we would recommend payment to the Contractor in the amount of \$47,891.40.

Sincerely,  
OHM Advisors

A handwritten signature in black ink, appearing to read "Matt Parks", is written over a horizontal line.

Matt Parks, P.E.  
Client Representative

cc: Bidigare Contractors, Inc. (via e-mail)  
File

P:\0101\_0125\0111130031\_Twin\_Valley\_Metering\_CONST\Estimates\No. 5\City of Farmington - Twin Valley Pump Station Improvements Est. No. 5.docx



Advancing Communities<sup>SM</sup>

# CONSTRUCTION ESTIMATE

ORCHARD, HILTZ & McCLIMENT, INC.  
34000 Plymouth Road  
Livonia, MI 48150

7.F.b

p: (734) 522-6711  
f: (734) 522-6427  
w: ohm-advisors.com

PROJECT: City of Farmington - Twin Valley Pump Station Improvements

Job Numbers: 0111-13-0030

Estimate Number: 5

Period End Date: 04/08/2016 10:47:30

OWNER: City of Farmington

CONTRACTOR: Bidigare Contractors, Inc.

Estimate Status: Approved

33720 W 9 Mile Rd

7820 Chubb Road

(248) 473-7250

248-735-1113

Contract Start Date: 11/23/2015

Contract End Date: 06/15/2016

Farmington, MI 48335

Northville, MI 48168

Contract Duration: 205 days

STATUS: On Schedule

Print Date: 04/11/2016 08:55:23

\*Retainage: 5% of Contract Amount

Original Contract Amount: \$739,869.00

Change Orders:

Current Contract Amount: \$739,869.00

Earnings this Period: \$47,891.40

Earnings to Date: \$514,609.44

Previous Retainage: \$36,993.45

Retainage this Estimate: \$0.00

Less Total Retained to Date (5% of Contract Amount):

Net Earned: \$36,993.45

Previous Estimates: \$477,615.99

Amount Due Contractor: \$429,724.59

\$47,891.40

Prepared By:

Matthew Parks, P.E., Orchard, Hiltz & McCliment, Inc.

Date:

4-11-16

Approved By:

Chuck Eudy, DPW Director, City of Farmington

Date:

4/13/16

Item No.	Description	Original Bid Quantity	Authorized Quantity	Unit Price	Period Quantity	Period Amount	Quantity to Date	Total Amount to Date
<b>Division A: Division A</b>								
1	Mobilization, Max. 5%	1.00 Ls	1.00	\$30,000.00	-	-	1.00	\$30,000.00
2	Traffic Control	1.00 Ls	1.00	\$4,000.00	0.15	\$600.00	0.90	\$3,600.00
3	Erosion Sediment Control	1.00 Ls	1.00	\$2,000.00	0.15	\$300.00	0.90	\$1,800.00
4	Pulverize Drive	1,260.00 Syd	1,260.00	\$4.00	-	-	-	-
5	Sidewalk Removal	35.00 Syd	35.00	\$20.00	19.44	\$388.80	19.44	\$388.80
6	Tree Removal	7.00 Ea	7.00	\$700.00	-	-	7.00	\$4,900.00
7	Clearing and Grubbing	1.00 Ls	1.00	\$2,000.00	-	-	1.00	\$2,000.00
8	Metal Object Removal	1.00 Ls	1.00	\$5,000.00	-	-	1.00	\$5,000.00
9	Abandon 4" Force Main with Flowable Fill	160.00 Ft	160.00	\$20.00	-	-	-	-
10	Bulkhead 4" Force Main	3.00 Ea	3.00	\$2,500.00	-	-	-	-
11	Electrical Demolition	1.00 Ls	1.00	\$10,000.00	-	-	-	-
12	Station Grading, Access Drive	7.00 Sta	7.00	\$1,000.00	-	-	-	-
13	Station Grading, Site	1.00 Ls	1.00	\$10,000.00	-	-	-	-
14	1x3 Crushed Stone	1,260.00 Syd	1,260.00	\$4.00	50.65	\$202.60	173.91	\$2,500.00
15	8" Thick Concrete Apron	60.00 Syd	60.00	\$100.00	-	-	-	\$695.64
16	4" Concrete Sidewalk	307.00 Sft	307.00	\$8.00	175.00	\$1,400.00	175.00	\$1,400.00
17	6" Concrete Sidewalk	187.00 Sft	187.00	\$9.00	-	-	-	-
18	6" IPS DR11 HDPE FM, Directional Drill	147.00 Ft	147.00	\$175.00	-	-	147.00	\$25,725.00
19	6" IPS DR11 HDPE FM, Open Cut	35.00 Ft	35.00	\$175.00	-	-	18.00	\$3,150.00
20	12" PVC Sanitary Sewer	55.00 Ft	55.00	\$300.00	-	-	52.50	\$15,750.00
21	Standard 4' Manhole	1.00 Ea	1.00	\$5,000.00	-	-	1.00	\$5,000.00
22	Manhole Bench Repair	2.00 Ea	2.00	\$5,000.00	-	-	-	-
23	Bypass Pumping	1.00 Ls	1.00	\$5,000.00	-	-	-	-
24	Topsoil, Seed and Mulch	250.00 Syd	250.00	\$15.00	-	-	-	-
25	Mulch Blanket	250.00 Syd	250.00	\$5.00	-	-	-	-
26	Pump Station	1.00 Ls	1.00	\$450,000.00	0.10	\$45,000.00	0.85	\$382,500.00
27	Allowance No. 1 DTE Allowance	1.00 Dir	1.00	\$15,000.00	-	-	1.19	\$17,850.00
28	Allowance No. 2 SCADA Allowance	1.00 Dir	1.00	\$95,000.00	-	-	0.13	\$12,350.00
					<b>Division A Sub-Total:</b>	<b>\$47,891.40</b>		<b>\$514,609.44</b>
					<b>Retainage:</b>	<b>\$0.00</b>		

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

March 1, 2016 to

April 7, 2016 A.D., 20 16 performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from City of Farmington or his agents, in addition to the regular items set forth in the Contract numbered 0111-13-0030 and dated November 18 A.D., 20 15 for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: April 7, 2016

By: Budgare Contractors  
[Signature]  
Title: V.P.