



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 and File the Financial Reports for the City of Farmington Brownfield Redevelopment Authority for the TCF Project

B. Consideration to Accept Michael Kish's Resignation from the Construction Board of Appeals

C. Consideration to Re-Appoint Paul Bertin to the Zoning Board of Appeals

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

E. Consideration to Approve Greater Farmington Area Chamber of Commerce Annual Membership

F. Farmington Monthly Payments Report

G. Public Safety Monthly Report

H. Approval of Minutes

1. Minutes of the City Council - Regular - Jul 20, 2015 7:00 PM

2. Minutes of the City Council - Special - Jul 20, 2015 6:00 PM

3. Minutes of the City Council - Special - Jun 29, 2015 7:00 PM

5. APPROVAL OF REGULAR AGENDA

6. PRESENTATION/PUBLIC HEARINGS

- A. Present Proclamation to Former Farmington Hills City Manager Steve Brock**
 - B. DTE Presentation**
 - C. Farmington Area Chamber of Commerce: Founders Festival Report & Request to Approve Dates for 2016: July 14 - July 16**
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**
 - A. Consideration to Approve Detroit Water and Sewer Contracts**
 - B. Consideration for Special Event Permission for Swift Night Out at 31505 Grand River Avenue (The Old Winery)**
 - C. Consideration to Appoint Delegate for Annual MML Meeting September 16-18, 2015 in Traverse City, Mic**
- 9. DEPARTMENT HEAD COMMENTS**
- 10. COUNCIL COMMENT**
- 11. ADJOURNMENT**
 - Motion To Adjourn**

**Farmington City Council
Staff Report**

Council Meeting Date:
August 17, 2015

**Reference
Number
(ID # 1973)**

Submitted by: David Murphy, City Manager

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

Requested Action:

Move to accept the Financial Reports for the City of Farmington Brownfield Redevelopment Authority for the Project for the year ending June 30, 2014 and authorize that they be filed with the State Tax Commission.

Background:

In 2014, the Michigan Economic Development Corporation (MEDC) revised the annual Brownfield Redevelopment Authority report that municipalities are required to submit. As a result, the City's submittal for the period ending June 30, 2014 is due August 31, 2015. It is a single sheet annual report the content of which is self-explanatory.

Agenda Review

Review:

David M. Murphy Pending

City Manager Pending

City Council Pending 08/17/2015 7:00 PM

Logout



Home My Profile My Sites

Site
Project: TCF National Bank Brownfield Project

Project Information Reports

To create a unique new report click on the 'Add New Annual Report' button. If the Project data has not changed since last year's report, use the 'Copy Last Year's Report' button to generate a new report with the same data that was submitted the last year.

Progress Reports [Edit](#) [Submit](#) [Cancel](#)

[Instructions](#)

[Back to Program Metrics List View](#)

Project Details

Name	TCF National Bank Brownfield Project	Account Name	City of Farmington BRA
Reported Tax Year	2014	Status	Pending
Project Complete	<input type="checkbox"/>	I certify to the best of my knowledge that the information submitted in this report is true and correct.	<input checked="" type="checkbox"/>

Purpose of TIR Expenditures

The amount of State expenditures of tax increment revenues.	\$0	The amount of environmental expenditures of tax increment revenues.	\$0
The amount of Local expenditures of tax increment revenues.	\$0	The amount of non-environmental expenditures of tax increment revenues.	\$0
The amount of Local-only expenditures of tax increment revenues.	\$0		

Activity Status

The amount of tax increment revenues attributable to taxes levied for school operating purposes used for activities described in section 15(1)(a) and section 2(n)(vii).	\$0	The amount of Local tax increment revenues received.	\$1,623
The amount of County tax increment revenues received.	\$402	The amount of Local ISD tax increment revenues received.	\$291
The amount of principal and interest on all outstanding indebtedness.	\$0	The amount of actual capital investment made for each project.	\$0
The captured taxable value realized by the authority for each eligible property subject to the brownfield plan.	\$86,520	The number of residential units constructed or rehabilitated for each project.	0
The amount, by square foot, of new residential for each project	0	The amount, by square foot, of rehabilitated residential for each project	0
The amount, by square foot, of retail, for each project.	0	The amount, by square foot, of commercial for each project.	3,825
The amount, by square foot, of industrial space for each project.	0	The amount, by square foot, of Public Infrastructure.	0
The amount, by linear square foot, of Public Infrastructure.	0	The number of new jobs created at the project.	10

Please provide any additional information.

michiganbusiness.org

Michigan Economic Development Corporation, 300 N. Washington Sq., Lansing MI 48913 Phone: 888.522.0103

**Farmington City Council
Staff Report**

Council Meeting Date:
August 17, 2015

**Reference
Number
(ID # 1968)**

Submitted by: David Murphy, City Manager

Description: Consideration to Accept Michael Kish's Resignation from the Construction Board of Appeals

Requested Action:

Move to accept Michael Kish's resignation from the Construction Board of Appeals

Background:

Letter from Michael Kish regarding his resignation:

To: The City of Farmington, City Manager, Mayor's Office and City Clerk

I am sending this letter to you to serve as official notification that I am resigning from the City of Farmington Construction Board of Appeals effective August 20, 2015. I have been a member of the Construction Board of Appeals since January 1998 and have enjoyed working and living in both Farmington and Farmington Hills over the last 30 plus years. I have recently retired from the Farmington Hills Fire Department and plan on moving my family out of state.

Thank-you again for the opportunity to volunteer in Farmington.

Michael J. Kish III

Agenda Review

Review:

David M. Murphy Pending

City Manager Pending

City Council Pending 08/17/2015 7:00 PM

**Farmington City Council
Staff Report**

Council Meeting Date:
August 17, 2015

**Reference
Number
(ID # 1971)**

Submitted by: David Murphy, City Manager

Description: Consideration to Re-Appoint Paul Bertin to the Zoning Board of Appeals

Requested Action:

Move to re-appoint Paul Bertin to the Zoning Board of Appeals

Background:

Paul Bertin would like to serve another 3-year term on the BZA.

Agenda Review

Review:

David M. Murphy Pending

City Manager Pending

City Council Pending 08/17/2015 7:00 PM

**Farmington City Council
Staff Report**
Council Meeting Date:
August 17, 2015

**Reference
Number
(ID # 1969)**
Submitted by: David Murphy, City Manager

Description: Special Event Request-American Legion Groves-Walker Post 346, 9-11 Memorial Service

Requested Action:

Move to approve special event request for the American Legion Groves-Walker Post 346, 9-11 Memorial Service, September 11, 2015

Background:

The City received a special event request from the American Legion Groves Walker Post 346 for its annual 9-11 Memorial Service which is a civic event. This annual service is scheduled Friday, September 11, 2015, beginning at 6 p.m. at the Sundquist Farmington Pavilion and will be held in memory and recognition of those who lost their lives during this tragic time. Farmington and Farmington Hills public safety is also recognized during this event.

City Administration is recommending approval of this traditional special event request.

Agenda Review
Review:

David M. Murphy Pending
City Manager Pending
City Council Pending 08/17/2015 7:00 PM



American Legion Groves Walker Post 346
31775 Grand River Ave.
Farmington, MI 48336

July 31 2015

Annette Knowles, Executive Director
Farmington Downtown Development Authority
23600 Liberty Street
Farmington, MI 48332

Re: Applications for Patriots Day Event

Dear Annette,

Please find enclosed our application for our event at the Pavilion at Riley Park. If there is anything missing, or you have any questions please contact me.

Regards,


Joel Storchan, 2nd Vice Commander
Groves-Walker American Legion Post 346
Farmington, MI
jstorchan@yahoo.com
Cell phone: 734-245-5103

248-478-9174

www.americanlegionpost346.org

City of Farmington Special Event Application

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

Sponsoring Organization's Legal Name American Legion Groves-Walker Post 346 Phone 248-478-9174

Organization Address 31725 Grand Rapids Ave. Farmington MI 48336

Organization's Agent Joel Storchan Phone 313-734-245-5103

Agent's Title 2nd Vice Commander

Agent's Address 28915 Jamison St 314B Livonia, MI 48154

Event Name Patriots Day 9/11 Day of Remembrance

Event Purpose Hold a Patriotic Event

Event Dates September 11, 2015

Event Times 3pm to 7pm

Event Location Sanguist Pavilion - Riley Park.

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

<input type="checkbox"/> City Operated Event	<input type="checkbox"/> Co-sponsored Event
<input type="checkbox"/> Other Non-Profit Event	<input type="checkbox"/> Other For-Profit Event
- ANNUAL EVENT:** Is this event expected to occur next year [YES] [NO]

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

Normal Event Schedule (e.g., third weekend in July) September 11th

Next year's specific dates: September 11th 2016

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

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

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

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

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

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:

Back of Pavilion for Emergency & Police
Vehicles

7. **OTHER REQUESTS:** _____

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

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

July 31, 2015
Date


Signature of Sponsoring Organization's Agent

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

City Manager's Office
23600 Liberty Street
Farmington MI 48335

Phone: 248 474-5500-221

**Farmington City Council
Staff Report**

Council Meeting Date:
August 17, 2015

**Reference
Number
(ID # 1970)**

Submitted by: David Murphy, City Manager

Description: Consideration to Approve Greater Farmington Area Chamber of Commerce Annual Membership

Requested Action:

Move to approve Fiscal Year 2015-16 Greater Farmington Area Chamber of Commerce Annual Membership in the amount of \$1,300.00.

Background:

Enclosed is an annual membership invoice from the Greater Farmington Area Chamber of Commerce in the amount of \$1,300.00. The membership period begins September 1, 2015. The Fiscal Year 2015-16 Budget has \$1,300 allocated for the Chamber membership.

Agenda Review

Review:

David M. Murphy Pending

City Manager Pending

City Council Pending 08/17/2015 7:00 PM

Paid w/ check #

94726

on → 8/25/14

David Murphy - GFA Chamber Invoice 98451

From: "Diana Lis" <diana@gfachamber.com>
To: <dmurphy@farmgov.com>
Date: 7/30/2015 1:02 PM
Subject: GFA Chamber Invoice 98451

Greater Farmington Area Chamber of Commerce
33425 Grand River Avenue Suite 101
Farmington, MI 48335
[\(248\) 919-6917](tel:(248)919-6917) Fax: [\(248\) 919-6921](tel:(248)919-6921)

— INVOICE —

Mr. David Murphy
City of Farmington - City Hall
23600 Liberty Street
Farmington, MI 48335

Date: 09/01/2015
Account #: 1421
Invoice #: 58616
Amount Due: \$1,300.00

Amount Remitted: _____

Please return a printed copy of this invoice with your payment.

[PAY ONLINE - Member Administrative Login](#)

Member #: 1421
Password: Pastue

Membership Investment 09/01/2015 - 08/31/2016

\$1,300.00

Total: \$1,300.00

Contributions or gifts to the Greater Farmington Area Chamber of Commerce are not tax deductible as charitable contributions, however, they may be tax deductible under other provisions of the Internal Revenue Code

AMOUNT APPROVED:	\$1,300.00
ACCOUNT #:	AMOUNT:
101-728-958.501	\$1,300
Approved By: <i>MM</i>	Date: <i>7/30/2015</i>
City Manager:	
Method: <input type="checkbox"/> PO <input type="checkbox"/> Council Approval	

**Farmington City Council
Staff Report**

Council Meeting Date:
August 17, 2015

**Reference
Number
(ID # 1965)**

Submitted by: Amy Norgard, Controller

Description: Farmington Monthly Payments Report

Requested Action:

Approve Farmington Monthly Payments Report July 2015

Background:

See attachment

Agenda Review

Review:

Amy Norgard Pending

City Manager Pending

City Council Pending 08/17/2015 7:00 PM

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF JULY 2015

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 674,686.93
202	MAJOR STREET FUND	\$ 69,242.29
203	LOCAL STREET FUND	\$ 25,773.05
244	CORIDOR IMPROVEMENT AUTHORITY	\$ 391.11
352	SPECIAL ASSESSMENT DEBT SERVICE	\$ 300.00
592	WATER & SEWER FUND	\$ 469,512.34
595	FARMINGTON COMMUNITY THEATER FUND	\$ 54,328.30
640	DPW EQUIPMENT REVOLVING FUND	\$ 49,256.01
701	AGENCY FUND	\$ 5,787.77
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 52,065.48
	TOTAL CITY PAYMENTS ISSUED:	\$ 1,401,343.28
136	47TH DISTRICT COURT FUND	\$ 442,959.51
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 75,767.06
296	SWOCC FUND	\$ 106,034.56
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 624,761.13
	TOTAL PAYMENTS ISSUED	\$ 2,026,104.41

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF JULY 2015

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #1	241,013.48
Agency Tax	Oakland County	Tax Payment #1	474,636.02
Agency Tax	Farmington Comm. Library	Tax Payment #1	31,238.90
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	358,418.32
General Fund	Federal Gov't	W/H & FICA Payroll	144,950.96
General Fund	MERS	June Transfer	37,122.55
General Fund	MERS HCSP	June Transfer	3,865.00
	TOTAL CITY ACH TRANSFERS		1,291,245.23
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	165,476.34
Court Fund	Federal Gov't	W/H & FICA Payroll	84,828.65
SWOCC Fund	Chase (Disbursing Acct)	Dir.Dep. Pay & W/H & FICA	37,755.82
DDA Fund	Included in General Fund Transfers		
	TOTAL OTHER ENTITIES ACH TRANSFERS		288,060.81

**Farmington City Council
Staff Report**

Council Meeting Date:
August 17, 2015

**Reference
Number
(ID # 1960)**

Submitted by: Frank Demers, Director of Public Safety

Description: Public Safety Monthly Report

Requested Action:

Approve Farmington Public Safety Monthly

Background:

See attachment

Agenda Review

Review:

Frank Demers Completed 08/05/2015 2:06 PM

City Manager Pending

City Council Pending 08/17/2015 7:00 PM



City of FARMINGTON Michigan

www.farmingtonpublicsafety.com

FARMINGTON PUBLIC SAFETY DEPARTMENT

23600 Liberty Street, Farmington, MI 48335 Tel 248-474-4700 Fax 248-442-9815

MONTHLY REPORT
JULY 2015

CARRYING A CONCEALED WEAPON

On July 1st at 05:19 am Officers responded to a report of a male subject riding a bicycle along M5 near Farmington Road. Officers made contact with the subject and found same to be carrying a seven inch fixed blade knife on his waist which he stated that he carried for protection. The subject also had a warrant for his arrest out of Novi. The subject was arrested for carrying a concealed weapon and the case was submitted to the OCPO.

PRIVATE PROPERTY ACCIDENT

On July 1st at 8:34 PM officers were dispatched to the area of 35000 Drakeshire Pl for a report of a private property accident. Upon arrival officers learned that the driver had mistaken the accelerator for the brake and had driven through a wrought iron fence, over a wall with a 4 foot drop, and nearly drove into the apartment complex pool. The driver of the vehicle was uninjured. Officers assisted the apartment maintenance staff in removing the iron fence and removing the vehicle from the pool area. The driver was cited for the accident.

OPERATE WHILE INTOXICATED

On July 1st at approximately 11:49 PM an officer on patrol stopped a vehicle for improper lane use in the area of Eight Mile and Farmington Rd. The man has a concealed pistol license and advised that he was armed. Further investigation revealed that the driver exhibited signs of intoxication so his pistol was confiscated. The driver failed several sobriety exams and was arrested for operating while intoxicated. In addition the man's driver's license was suspended. The man was transported to the Farmington Jail where he submitted to a Datamaster Breath Test. The man's blood alcohol level was a .16. The man was held at the Farmington Jail. The driver was cited for Operating While Intoxicated, possessing a firearm while intoxicated, and driving on a suspended license.

LARCENY IN A BUILDING

On July 2nd at 2:11 PM an officer took a report of a larceny in a building at a nursing home on the 34000 block of Grand River Ave. The officer learned from a patient's

family that an unknown suspect had stolen a ring off the finger of a patient who suffers from dementia. The family only wanted the incident documented at this time.

DROVE WHILE LICENSE SUSPENDED

On July 2nd at approximately 8:30 PM an officer on patrol stopped a vehicle in the area of Grand River and Orchard Lake for a vision obstruction. Further investigation revealed that the driver had 11 suspensions on his driver's license and 8 warrants for his arrest out of various jurisdictions. The driver was arrested for driving on the suspended license and housed at the Farmington Jail.

WARRANT ARREST OTHER JURISDICTION

On July 3rd at approximately 3:37 AM a Commander conducting an apartment check in the area of Grand River and Drake was alerted to a subject acting suspicious in a car. The Commander confronted the subject and learned that she did not live in the complex. The woman advised that she was trying to meet up with a friend that she did not know the name of and that he lives in the complex. A warrant check of the woman revealed that she had a warrant for her arrest out of Hamtramck for False Pretenses (Identity Theft). Hamtramck Police advised that they were unable to pick up the woman and to release her on the scene. The woman was released without incident.

CUSTOMER TROUBLE

On July 3rd at 10:44 AM officers responded to a business on the 23300 block of Farmington Rd for a disorderly subject. Upon arrival officers learned that a man came into the business to mail a package but did not have enough money to cover the shipping charges. The man became upset and threw his package on the ground, causing a scene. The man left the location, but his caregiver was still on scene. Officers spoke with the caregiver who advised that the man that she cares for may have dementia. The caregiver was advised to prevent the man from causing any disturbances in the future.

DROVE WHILE LICENSE SUSPENDED

On July 3rd at approximately 11:30 PM an officer stopped a vehicle for faulty equipment in the area of Grand River and Drake. Further investigation revealed that the driver had a suspended license and a warrant for his arrest out of the City of Dearborn. The driver was arrested for driving on the suspended license and was housed at the Farmington Jail.

DUMPSTER FIRE

On July 4th at approximately 12:36 AM an officer was dispatched to the Longacre Elementary School for a fireworks complaint. Upon arrival the officer observed that the paper recycling bin was on fire and that there were two teenage males on scene. The officer learned from the males that they had been launching fireworks in the parking lot and had decided to clean up the spent fireworks and throw them away. The teens did not realize that the recycling bin was not a garbage dumpster until they had seen the flames. The teens attempted to extinguish the flames themselves but were

unsuccessful. The fire was put out by officers using Engine 3. The teens were turned over to a parent and advised.

OPERATE WHILE INTOXICATED

On July 4th at approximately 2:40 AM an officer on patrol stopped a vehicle in the area of Grand River and Shiawassee for speeding and erratic driving. Further investigation revealed that the driver exhibited signs of intoxication. The driver failed several sobriety exams and was subsequently arrested for Operating While Intoxicated. An inventory check of the vehicle revealed an unsecured pistol that was registered to the driver. The driver has a valid concealed pistol license. The driver was transported to the Farmington Jail where she submitted to a Datamaster Breath Test which resulted in a .13 BAC. The driver was housed at the Farmington Jail and was cited for OWI and for being in possession of a firearm while intoxicated.

TRESPASS ORDER

On July 6th at approximately 10:55 AM an officer was dispatched to a nursing home on the 34000 block of Grand River Ave. Upon arrival the officer learned from the Nursing Home Administrator that they had terminated an employee earlier in the month and that when the ex-employee arrived to pick up her check she had made some threats to management. Management wanted the incident documented and the ex-employee served with a no trespass order.

LARCENY IN A BUILDING

On July 6th at approximately 8:30 PM an officer was dispatched to the Farmington High School for a report of a larceny. Upon arrival the officer learned that the two victims had their cell phones stolen from the weight room. The victims suspected another individual who had been in the room but had left prior to the officer's arrival. The suspect's information was forwarded to the Detective Bureau. Later that day, the cell phones were located in the mailbox of one of the victims without any SIM cards inside.

OPERATE WHILE INTOXICATED

On July 7th at approximately 2 AM an officer on patrol noted a vehicle that was stopped on the shoulder of M-5 and Halsted. The officer stopped behind the vehicle to check the driver's welfare and noted that the vehicle was still in drive with the driver's foot on the brake. The officer spoke with the driver and noted that he exhibited signs of intoxication. The officer learned that the driver had been drinking at his home in Fenton and is now heading to Fenton. The man failed several sobriety exams and was arrested for operating while intoxicated. The man was transported to the Farmington Jail where he submitted to a Datamaster Breath Test with a result of .12 BAC. The man was housed at the Farmington Jail until sober.

LARCENY FROM AUTO

On July 7th at approximately 5:50 AM officers were dispatched to two apartment complexes on the 21000 block of Farmington Rd. Upon arrival the officers discovered two separate Chryslers that had their back windows smashed out and their in-dash GPS units removed. Officers located a witness at one of the complexes who advised that she had heard glass breaking in the complex at approximately 5AM and when she

looked out into the parking lot she observed two unknown males running towards Farmington Rd. The case was forwarded to the detective bureau for further investigation.

WARRANT ARREST OTHER JURISDICTION

On July 7th at approximately 9:14 AM an officer was dispatched to the 34000 block of Grand River to assist a vehicle owner who had locked her keys in her car. The officer checked the owner of the vehicle into LEIN to verify that she was the owner of the car and discovered that she had a warrant for her arrest out of the City of Inkster. The woman posted bond on the warrant at the scene and was released without incident.

CURFEW VIOLATION

On July 8th at approximately 2:13 AM an officer on patrol observed a 15 year old juvenile walking behind Farmington High School. Further investigation revealed that the juvenile had a can of spray paint in his possession. The juvenile denied spraying anything and officers could not locate any graffiti in the area. The juvenile was turned over to his father with a warning.

OPERATE WITH HIGH BAC

On July 8th at approximately 9:30 AM an officer on patrol stopped a vehicle in the area of Shiawassee and Prospect for driving in the opposing lane and improper turn. Upon interviewing the driver the officer noted that the driver was exhibiting signs of intoxication. The driver failed several sobriety exams and was arrested for Operating While intoxicated. The driver was transported to the Farmington Jail where he submitted to a Datamaster Breath Test. The results of the breath test was a .20 BAC.

SUSPICIOUS CIRCUMSTANCE

On July 9th at approximately 3:59 PM a resident came into the police department to report suspicious damage done to her vehicle. The resident reports that she had noticed a 3 inch scratch on the hood of her vehicle and that two of her tires had nails in the treads. The resident does not know if the damage was caused maliciously or by accident.

NEIGHBOR TROUBLE

On July 9th at approximately 7:34 PM an officer was dispatched to a home on Frederick for a neighbor trouble. Upon arrival the officer learned that a 6 year old neighbor had been knocking over lawn signs on the complainant's lawn. The officer spoke with the 6 year old's parent who advised that the daughter will no longer play in the neighbor's yard.

OPERATE WITH HIGH BAC

On July 10th at approximately 2:30 AM a Sergeant on patrol stopped a vehicle in the area of Grand River and Warner for crossing over the double yellow several times. 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 advised that he had been drinking in Troy and was heading home to Farmington. The driver was transported to the Farmington Jail where he submitted to a Datamaster

Breath Test. The result of the breath test was a .17. The driver was housed at the Farmington Jail.

JUVENILE COMPLAINT

On July 10th at approximately 4:51 PM officers were dispatched to the area of Shiawassee and Raphael for teenagers mooning passing traffic. Upon arrival, the officers located the juveniles and transported them to their Grandmother's house in Farmington Hills. The teens were warned regarding their behavior and their parents advised.

OPERATE WHILE INTOXICATED

On July 11th at approximately 3:08 AM an officer on patrol stopped a vehicle for improper lane use in the area of Grand River and Drake. Further investigation revealed that the driver exhibited signs of intoxication. The driver failed several sobriety exams and was arrested for OWI. The driver was transported to the Farmington Jail where he submitted to a Datamaster Breath Test. The breath test result was a .13 BAC. The driver was housed at the Farmington Jail.

DROVE WHILE LICENSE SUSPENDED

On July 11th at approximately 2:27 PM an officer on patrol stopped a vehicle in the area of Grand River and Power for an equipment violation. Further investigation revealed that the driver had 6 suspensions on his driver's license and 4 warrants for his arrest out of other police agencies. The driver was arrested for driving on a suspended license and housed at the Farmington Jail.

NEVER ACQUIRED DRIVER LICENSE

On July 11th at approximately 8:01 PM an officer on patrol stopped a vehicle in the area of Grand River and Orchard Lake for having illegal window tint. Further investigation revealed that the driver never had a driver's license and that the passenger had 4 warrants for his arrest out of various police agencies, one of those agencies being Farmington Hills. The passenger was turned over to the Farmington Hills Police and the driver was arrested for driving without ever acquiring a license. The driver was booked at the Farmington Jail and released with a citation.

POSSESSION OF MARIJUANA

On July 12th at approximately 12:30 AM officers were dispatched to a condo complex on Hawthorne St for a report of 3 male teenagers loitering in the corner of the parking lot. Upon arrival officers confronted the individuals and learned that none of them lived in the complex. One of the teens had a warrant for his arrest out of the City of Farmington Hills for an unpaid traffic ticket. Further investigation revealed that the other two teens were in possession of marijuana and marijuana paraphernalia. All three teens were arrested with the one being turned over to Farmington Hills Police on the warrant and the other two being charged with being in possession of Marijuana. The two teens charged with possession of marijuana were housed at the Farmington Jail.

TRESPASS ORDER

On July 12th at approximately 1:25 PM a business owner came into the Police Department to request a trespass order against an unwanted contractor. The owner

advised that she had contracted with the asphalt contractor to resurface her Southfield based business and was upset that he did a substandard job. On 07/10/2015 the business owner arrived at her Farmington business to discover the contractor working on her Farmington Business despite never having asked the contractor to work on this business. The business owner intends to pursue legal remedies against the asphalt contractor, but wants him advised to never return to her Farmington Business. The man was called and advised to never return to the Farmington business or he will face trespassing charges.

FELONY WARRANT OTHER JURISDICTION

On July 13th at approximately 5:20 AM an officer stopped a vehicle for a defective equipment violation in the area of Orchard Lake and Ten Mile. Further investigation revealed that the driver had a felony warrant for aggravated assault out of another police agency. The other agency was unable to pick up the driver on the warrant and wanted him to be advised and released of the warrant. The man was released on the scene.

LARCENY FROM AUTO

On July 13th at approximately 10:40 AM a Larkspur resident came into the Public Safety Department to report that her Garmin GPS had been stolen from inside her vehicle. The investigation revealed that the GPS was stolen sometime between 9PM and 8AM and that there were no signs of forced entry.

SUSPICIOUS CIRCUMSTANCE

On July 13th at approximately 9:23 PM a downtown business worker came into the Public Safety Department to report that she had given her business card to a potential customer and now the customer has been leaving text messages for her asking for sexual favors. The complainant was shown how to block the man from sending her any more texts. The complainant only wanted the incident documented.

MALICIOUS DESTRUCTION OF PROPERTY

On July 14th an unknown person caused damage to the wall of the pavilion. The investigation has been forwarded to the detective bureau for further investigation.

OPEN INTOXICANTS IN A MOTOR VEHICLE

On July 14th at approximately 11 AM an officer on patrol stopped a vehicle in the area of Orchard Lake and Ten Mile for an improper lane use violation. Further investigation revealed that the driver had a warrant for his arrest for Felony OWI as well as a suspended driver's license. The man was arrested for driving on the suspended license and an inventory search of his vehicle revealed an open bottle of alcohol in the passenger compartment. The man was arrested for driving on the suspended license and having the open bottle of alcohol. The man was held at the Farmington Jail.

CIVIL MATTER

On July 16th at approximately 6:17 PM an officer responded to a home on Brookdale St to document a Civil Complaint. The reporting person advised the officer that his neighbor had re-graded his soil, causing water run-off to flow towards the reporting

person's home. The officer documented the incident at the request of the reporting person.

DISORDERLY CONDUCT

On July 17th at approximately 4 PM an officer was dispatched to a business in the 31600 block of Grand River for a report of a business owner harassing DTE Workers. Upon arrival the officer interviewed the DTE Energy workers and learned that they had been in the area investigating a power outage. The workers placed a ladder against the business and the business owner came out yelling at the workers. The business owner then grabbed the ladder and threw it to the ground. The officer spoke with the business owner who admitted to throwing the ladder and advised that he thought that the workers were at his business in order to shut off his power due to his non-payment of electrical services. The business owner was warned regarding his conduct.

OPERATE WHILE INTOXICATED

On July 18th at approximately 2:05 AM an officer on patrol stopped a vehicle for making an illegal turn in the area of Grand River and Drake. Further investigation revealed that the driver showed signs of intoxication and admitted to having drunk at a relative's home in Detroit. The driver failed several sobriety exams and was arrested for driving while intoxicated. The driver was transported to the Farmington Jail where she submitted to a Datamaster breath test with a result of a .15 BAC. The driver also had a warrant for Fraud out of the city of Detroit. The woman was housed at the Farmington Jail.

DROVE WHILE LICENSE SUSPENDED

On July 18th at approximately 1:38 PM an officer stopped a vehicle in the area of Orchard Lake and Shiawassee for disobeying a red light. Further investigation revealed that the driver had a suspended license and 3 warrants for her arrest out of neighboring agencies. The driver was arrested for driving on the suspended license and housed at the Farmington Jail.

DOG BITE

On July 18th at approximately 3PM a resident came into the Public Safety Department to report that her daughter had been bitten by a dog that was up for adoption by a pet adoption agency at the Founder's Festival. The adoption agency was contacted reference the bite and the dog was removed from the festival. The dog will be observed for 10 days to ensure that he does not have rabies.

SOLICITING WITHOUT A PERMIT

On July 18th at approximately 8:45 PM an officer cited an ice cream truck operator for selling ice cream at the City Park without a permit.

CUSTOMER TROUBLE

On July 18th at approximately 9:30 PM officers were dispatched to a vendor's business at the Founder's Festival for a report of a customer trouble. Upon arrival the vendor advised that a customer threw food at the vendor's truck, licked a window and smeared mustard on the business, but had left the scene prior to officers' arrival. The complainant was unable to identify the man who caused the scene.

DROVE WHILE LICENSE SUSPENDED

On July 18th at approximately 10:13 PM Officers responded to a condo complex at the 23000 block of Farmington Rd. for a possible one car accident. Upon arrival officers located the vehicle and its driver. Further investigation revealed that the driver had a suspended license and 7 warrants for her arrest out of various police agencies. The woman was arrested for driving on the suspended license and housed at the Farmington Jail.

TRESPASSING

On July 19th at approximately 9:26 PM Officers responded to the 22000 block of Hawthorne St for a report of a subject trespassing. Officers noted that they had been in contact with the suspect 2 times earlier that day and each time she was warned not to go to the residence of her ex-boyfriend. The woman was highly intoxicated and was arrested for trespassing.

TRAFFIC WARRANT

On July 20th at approximately 2:10 PM an Oxford, MI resident came into the Public Safety Department advising that he had been out of state for the last year and wanted to know if his driver's license was suspended due to an outstanding citation. A LEIN check of the man showed that he had two warrants for his arrest out of Farmington for unpaid tickets. The man was arrested on the outstanding warrants and was able to post bond.

HIT AND RUN ACCIDENT

On July 20th at approximately 5:38 PM an officer was dispatched to the area of the M-5 Expressway exit and Nine Mile Rd for a report of a property damage accident. Upon arrival the officer learned from the complainant that he had been involved in an accident on the exit ramp and that both driver's had pulled over to a parking lot to inspect the damage. The at-fault driver told the complainant that he had to retrieve his vehicle information from his car, but instead got into his vehicle and sped away. The complainant was able to take pictures of the suspect vehicle with his cell phone. The officer contacted the at-fault driver who admitted to fleeing the scene because he felt that the damage was too minor to report. The at-fault driver was cited for failing to report the accident.

NO TRESPASS ORDER SERVED

On July 21st at approximately 10:52 AM officers were dispatched to an apartment complex on the 21800 block of Farmington Rd. for a report of a suspicious person. Upon arrival officers learned from complex management that their maintenance worker attempted to enter an apartment in order to fix a leaking pipe. The maintenance worker was met at the door of the apartment by a man who was holding a shotgun. The man never threatened the maintenance worker with the shotgun, but held it the entire time that the maintenance worker was inside the apartment while he verbally expressed his displeasure with maintenance being in the apartment. A check of the apartment complex records revealed that the man was not on the lease of the apartment. Management advised that they wanted the man removed from the complex and issued a no trespass order. Officers made contact with the man and learned that he is the

brother of the lease holder. The man was issued a no trespass order and escorted from the property.

DROVE WHILE LICENSE SUSPENDED

On July 22nd at approximately 12:56 AM an officer on patrol stopped a vehicle in the area of Farmington Rd and Nine Mile. Further investigation revealed that the driver had a suspended license. The driver was arrested for driving on the suspended license and was transported to the Farmington Jail where he was booked. The driver was released with a citation for DWLS.

OPERATE UNDER THE INFLUENCE OF A NARCOTIC

On July 22nd at approximately 12:24 PM officers were dispatched to an injury accident in the area of Farmington Rd and Alta Loma. Upon arrival officers located the at-fault driver and noted that she was exhibiting signs of narcotic use. Paramedics on scene transported the woman to Beaumont-Farmington Hills where it was discovered that she was under the influence of a drug called Soma (muscle relaxer). A search warrant was obtained for the woman's blood and she was issued a citation for operating under the influence of narcotics.

MISDEMEANOR WARRANT OTHER POLICE AGENCY

On July 22nd at approximately 8:50 PM an officer on patrol stopped a vehicle for a window tint violation in the area of Grand River and Nine Mile. Further investigation revealed that the driver had two warrants for her arrest out of Redford Twp. The woman was transported to Eight Mile and Grand River where she was turned over to Redford Twp Police.

OPERATE WHILE INTOXICATED

On July 23rd at approximately 1:20 AM an officer on patrol stopped a vehicle for several lane change violations in the area of Grand River and Smithfield. Further investigation revealed that the driver had been consuming alcohol and exhibited signs of intoxication. The driver failed several sobriety exams and was arrested for operating while intoxicated. The driver was transported to the Farmington Jail where he submitted to a blood test. The man's preliminary breath test had resulted in a .19 BAC. The man was housed at the Farmington Jail.

FRAUD

On July 23rd at approximately 12:16 PM officers investigated a fraud scam at a home on the 31000 block of Lamar. Further investigation revealed that an elderly resident had sent various scam artists approximately \$28,000 worth of checks. Most of the checks had been sent to the country of Jamaica.

DOG BITE

On July 23rd a pizza delivery worker came to this police department to report that a customer's dog had bitten him when he had delivered a pizza to the home. The worker advised that he had delivered a pizza to a home on the 24000 block of Farmington Rd. when the family dog exited the home and bit his leg. The investigating officer verified the identity of the dog owner and had the dog quarantined for 10 days to ensure that the dog did not exhibit signs of rabies.

MUTUAL AID – HAZARDOUS MATERIAL SPILL

On July 24th at approximately 9:50 AM Fire Marshal Madeline responded to the area of Beck Rd and Maple Rd in the Township of Commerce to assist the Oakland County Haz Mat team with an overturned semi-truck.

NEIGHBOR TROUBLE

On July 24th at approximately 2:41 PM an officer was dispatched to a residence on Stone House Ct for a report of a neighbor trouble. Upon arrival the officer learned from the complainant that she had heard her dogs barking in the dog run that she has in her yard. Upon exiting her home the complainant heard a loud firecracker coming from her back yard and her neighbor standing near the dog run. The complainant confronted her neighbor who admitted to lighting off the firecracker because he doesn't like the dogs barking. At that point the woman brought the dogs inside the home to avoid a confrontation.

DROVE WHILE LICENSE SUSPENDED / WARRANTS OTHER AGENCY

On July 24th at approximately 9:45 PM an officer on patrol stopped a vehicle in the area of Grand River and Orchard Lake for an equipment violation. Further investigation revealed that the driver had 34 suspensions on his driver's license as well as a warrant for his arrest out of a nearby City. The passenger also had warrants from another city totaling \$4,300 in bond. The driver was arrested for driving on the suspended license and was housed at the Farmington Jail. The passenger was detained while the agency holding the warrants was contacted. The other agency was unable to pick up the passenger so he was released on scene.

NEVER ACQUIRED DRIVER'S LICENSE

On July 25th at approximately 5 AM an officer on patrol stopped a vehicle in the area of Grand River and Farmington Rd for an equipment violation. Further investigation revealed that the driver had never obtained a driver's license. The driver was arrested for never acquiring a driver's license and was booked at the Farmington Jail. The driver was released with a citation.

WARRANT ARREST OTHER AGENCY

On July 25th at approximately 10:50 PM an officer was dispatched to a report of a suspicious male sleeping in a car on Annewood St. Upon arrival the officer checked on the male who advised that he is a door to door salesman who took a rest break in his car. Further investigation revealed that the driver had a warrant for his arrest out of another agency for a traffic violation. The other agency was unable to pick up the man so he was advised of his warrant and released.

ATTEMPT HOME INVASION

On July 25th at approximately 4:17 PM officers were dispatched to the 31800 block of Grand River Ave for an attempt home invasion of a condo unit. Upon arrival officers learned from the complainant that she had been inside her apartment when she heard the screen rip to her bedroom window. Upon inspecting the window she observed a black male, approximately 20 years of age, wearing dark clothing standing at her window. When the suspect saw the complainant he took off running towards a green

older model car. Officers noted that the screen had been ripped and a BOL was sent to area departments with the suspect's description.

OPERATE WHILE INTOXICATED

On July 26th at approximately 3:52 AM an officer on patrol stopped a vehicle in the area of M-5 and Drake for speeding and for improper lane use. Further investigation revealed that the driver had been drinking alcohol at the Haas Lake campground and exhibited signs of intoxication. The driver failed several sobriety exams and was arrested for Operating While Intoxicated. The driver was transported to the Farmington Jail where he submitted to a Datamaster Breath Test with a result of a .10 BAC.

MISDEMEANOR WARRANT OTHER AGENCY

On July 27th at approximately 1:27 AM an officer on patrol stopped a vehicle in the area of Grand River and Orchard Lake for an improper lane use violation. Further investigation revealed that the driver had 2 warrants for his arrest out of Redford. The driver was turned over to Redford Police on the warrants.

IDENTITY THEFT

On July 27th at approximately 10:20 AM an officer was dispatched to a residence on Brittany Hill St for a report of an identity theft. Upon arrival the officer learned that the victim had several Verizon Wireless accounts opened in his name from a Target Store in Los Angeles, totaling over \$500 in fraud.

THREATS

On July 27th at approximately 11:55 PM this department was contacted by a mental health facility who advised that they had a patient who had reported killing his mother. Officers checked the woman's last known address and learned that she no longer lived there. Officers were able to contact the mother and verify her wellbeing. The case was turned over to the Southfield Police Department where the mother now lives.

DUMPSTER FIRE

On July 28th at approximately 1:04 AM officers extinguished a dumpster fire at an apartment complex on the 35000 block of Drakeshire Ln.

HOME INVASION

On July 28th at approximately 3:57 PM officers were dispatched to a condo on the 23000 block of Farmington Rd for a report of a breaking and entering. Upon arrival officers learned from the victims that they had only been away from the home for approximately 1 ½ hours and came home to discover their rear doorwall forced open. Taken in the home invasion was jewelry. The incident was turned over to the detective bureau for further investigation.

DROVE WHILE LICENSE SUSPENDED

On July 28th at approximately 8:30 PM an officer on patrol stopped a vehicle in the area of Orchard Lake and Shiawassee for disobeying a red light. Further investigation revealed that the driver had a suspended license and 2 warrants for his arrest out of Bloomfield Hills. The man was arrested for driving on the suspended license and was

booked at the Farmington Jail. The man posted bond for the Farmington charge as well as the Bloomfield Hills warrants and was released.

LARCENY FROM AUTO

On July 29th at approximately 11:50 AM an officer was dispatched to a parking lot on the 33000 block of Slocum St for a report of a larceny from auto. Upon arrival the officer learned that the victim had parked her car at approximately 9 AM and that someone had smashed out her car window while she was at work. Stolen from the car was a purse and its contents. The case was forwarded to the detective bureau for further investigation.

LARCENY IN A BUILDING

On July 29th at approximately 2:23 PM an officer was dispatched to a nursing home on the 34000 block of Grand River Ave for a report of a larceny in a building. Upon arrival the officer learned from staff that 2 rings were stolen from a patient suffering from dementia sometime in the last couple of days. Management has no suspects and is reimbursing the family for the cost of the rings.

CIVIL MATTER

On July 29th at approximately 4:36 PM a James Ct resident came into this police department to report a civil matter she has been having with a hired contractor. The resident advised that the contractor borrowed some of her tools and did not return them. In addition the contractor did substandard work on her home. The homeowner was given advice on how to sue her contractor.

THREATS

On July 29th at approximately 6:40 PM an officer was dispatched to an apartment complex on the 21000 block of Farmington Rd for a threat complaint. Upon arrival the officer learned from the complainant that she had received a phone call from a relative's boyfriend demanding that she stop texting him or that he would hurt her. The man also sent a text message that included a picture of the woman's apartment complex. The man was contacted and he advised that he has received numerous harassing text messages and phone calls from the complainant and simply wants them to stop. Both parties were advised to stop harassing each other over phone and text.

MISDEMEANOR WARRANT OTHER AGENCY

On July 29th at approximately 10:53 PM an officer on patrol stopped a vehicle in the area of Farmington Rd and Maplenut for a defective equipment violation. Further investigation revealed that the driver had a warrant for his arrest out of Westland. The man was arrested on the warrant and turned over to Westland Police without incident.

MINOR IN POSSESSION OF INTOXICANTS

On July 30th at approximately 2:43 AM an officer on patrol observed a 16 year old male urinating on a light pole at a restaurant parking lot in the area of the 32000 block of Grand River. The officer confronted the minor who also exhibited signs of intoxication. The 16 year old denied drinking and was arrested for urinating in public as well as minor having consumed. The minor was turned over to his mother and his case was forwarded to the Wayne County Family Court which has jurisdiction over the child.

POSSESSION OF MARIJUANA

On July 30th at approximately 3:53 AM an officer on patrol stopped a vehicle in the area of Grand River and Farmington Rd for a defective equipment violation. Further investigation revealed that the driver had a suspended license and was in possession of 9.9 grams of marijuana. The man was arrested for driving on the suspended license and for being in possession of marijuana. The man was held at the Farmington Jail.

UNLAWFUL DRIVING AWAY OF AUTO

On July 31st at approximately 11:00 AM a Lansbury Lane resident came into this Police Department to report a vehicle theft. The complainant advised that he had parked his vehicle in his driveway at approximately 8:30 PM the night before. On today's date at approximately 6:30 AM he received a phone call from his son asking him why his truck was on the shoulder of I-275. The complainant went out to his truck and could find no signs of forced entry but noted that there was damage done to the transmission and driveshaft. The complainant has no suspects.

NEVER ACQUIRED DRIVER'S LICENSE

On July 31st at approximately 9:59 PM officers were dispatched to a report of a road rage incident in the area of Grand River and Orchard Lake. Upon arrival an officer located the suspect vehicle and stopped it. The driver of the vehicle denied being in any altercations with another driver. A check of the driver's license status revealed that she had never obtained a driver's license. The driver was arrested for never acquiring a driver's license and was transported to the Farmington Jail where she was booked and released with a citation.

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		For The Month Of July		
Classification		Jul/2014	Jul/2015	%Change
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004	JUSTIFIABLE HOMICIDE	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	1	0	-100%
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	3	4	33.33%
13002	AGGRAVATED/FELONIOUS ASSAULT	0	0	0%
13003	INTIMIDATION/STALKING	0	0	0%
20000	ARSON	0	0	0%
21000	EXTORTION	0	0	0%
22001	BURGLARY -FORCED ENTRY	0	2	0%
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	0	0%
23001	LARCENY -POCKETPICKING	0	0	0%
23002	LARCENY -PURSES/NATCHING	0	0	0%
23003	LARCENY -THEFT FROM BUILDING	2	2	0%
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005	LARCENY -THEFT FROM MOTOR VEHICLE	2	2	0%
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	2	0%
23007	LARCENY -OTHER	1	1	0%
24001	MOTOR VEHICLE THEFT	0	2	0%
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003	MOTOR VEHICLE FRAUD	0	0	0%
25000	FORGERY/COUNTERFEITING	0	0	0%
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	1	1	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	0	0%
27000	EMBEZZLEMENT	0	0	0%
28000	STOLEN PROPERTY	0	0	0%
29000	DAMAGE TO PROPERTY	3	1	-66.6%
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002	RETAIL FRAUD -THEFT	0	0	0%
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004	ORGANIZED RETAIL FRAUD	0	0	0%

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For The Month Of July

Classification	Jul/2014	Jul/2015	%Change
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	1	2	100%
35002 NARCOTIC EQUIPMENT VIOLATIONS	1	1	0%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	1	3	200%
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%
Group A Totals	16	23	43.75%
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	1	0	-100%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	1	0	-100%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	1	0	-100%
38002 FAMILY -NONSUPPORT	0	0	0%
38003 FAMILY -OTHER	0	0	0%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	3	3	0%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	0	0	0%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	2	5	150%
53001 DISORDERLY CONDUCT	4	2	-50%
53002 PUBLIC PEACE -OTHER	1	2	100%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	2	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	9	10	11.11%
55000 HEALTH AND SAFETY	1	0	-100%
56000 CIVIL RIGHTS	0	0	0%

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For The Month Of July

Classification	Jul/2014	Jul/2015	%Change
57001 TRESPASS	4	7	75%
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	7	5	-28.5%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	34	36	5.882%
2800 JUVENILE OFFENSES AND COMPLAINTS	9	7	-22.2%
2900 TRAFFIC OFFENSES	21	17	-19.0%
3000 WARRANTS	20	25	25%
3100 TRAFFIC CRASHES	21	21	0%
3200 SICK / INJURY COMPLAINT	78	88	12.82%
3300 MISCELLANEOUS COMPLAINTS	187	169	-9.62%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	102	108	5.882%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	37	464	1154.%
3800 ANIMAL COMPLAINTS	11	11	0%
3900 ALARMS	23	23	0%
NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals	509	933	83.30%
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	-100%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	-100%
4200 PARKING CITATIONS	0	0	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	58	62	6.896%
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%
TRAFFIC WARNINGS	0	0	0%
MISCELLANEOUS A THROUGH UUUU	0	0	0%
Group D Totals	60	62	3.333%
5000 FIRE CLASSIFICATIONS	9	9	0%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%

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Group E Totals	9	9	0%
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%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
CANINE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
Group F Totals	0	0	0%
Totals for all Groups	628	1063	69.26%

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		Year To Date Through July		
Classification		2014	2015	%Change
Group F Totals		0	0	0%
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004	JUSTIFIABLE HOMICIDE	0	0	0%
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	1	0	-100%
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	1	0	-100%
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%
12000	ROBBERY	1	1	0%
13001	NONAGGRAVATED ASSAULT	22	20	-9.09%
13002	AGGRAVATED/FELONIOUS ASSAULT	3	2	-33.3%
13003	INTIMIDATION/STALKING	6	12	100%
20000	ARSON	0	1	0%
21000	EXTORTION	0	0	0%
22001	BURGLARY -FORCED ENTRY	4	6	50%
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	1	0%
23001	LARCENY -POCKETPICKING	0	0	0%
23002	LARCENY -PURSES/NATCHING	0	0	0%
23003	LARCENY -THEFT FROM BUILDING	10	11	10%
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	1	0%
23005	LARCENY -THEFT FROM MOTOR VEHICLE	8	18	125%
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	7	600%
23007	LARCENY -OTHER	14	12	-14.2%
24001	MOTOR VEHICLE THEFT	2	5	150%
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003	MOTOR VEHICLE FRAUD	0	1	0%
25000	FORGERY/COUNTERFEITING	2	1	-50%
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	1	7	600%
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	3	5	66.66%
26003	FRAUD -IMPERSONATION	8	8	0%
26004	FRAUD -WELFARE FRAUD	0	0	0%
26005	FRAUD -WIRE FRAUD	0	1	0%
27000	EMBEZZLEMENT	0	2	0%
28000	STOLEN PROPERTY	2	0	-100%
29000	DAMAGE TO PROPERTY	20	8	-60%
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002	RETAIL FRAUD -THEFT	1	0	-100%
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%

CLR-008 Monthly Summary Of Offenses (FC)

4.G.a

Packet Pg. 37

		Year To Date Through July		
Classification		2014	2015	%Change
30004	ORGANIZED RETAIL FRAUD	0	0	0%
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	29	25	-13.7%
35002	NARCOTIC EQUIPMENT VIOLATIONS	22	15	-31.8%
36001	SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002	SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000	OBSCENITY	0	2	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	1	0	-100%
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	7	4	-42.8%
52002	WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003	WEAPONS OFFENSE -OTHER	0	1	0%
64001	HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002	HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
Group A Totals		169	177	4.733%
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)	1	0	-100%
22004	POSSESSION OF BURGLARY TOOLS	0	0	0%
26006	FRAUD -BAD CHECKS	2	3	50%
36003	PEEPING TOM	0	0	0%
36004	SEX OFFENSE -OTHER	2	1	-50%
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	2	1	-50%
38002	FAMILY -NONSUPPORT	0	0	0%
38003	FAMILY -OTHER	1	0	-100%
41001	LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002	LIQUOR VIOLATIONS -OTHER	23	13	-43.4%
42000	DRUNKENNESS	0	0	0%
48000	OBSTRUCTING POLICE	4	7	75%
49000	ESCAPE/FLIGHT	0	0	0%
50000	OBSTRUCTING JUSTICE	20	24	20%
53001	DISORDERLY CONDUCT	9	5	-44.4%
53002	PUBLIC PEACE -OTHER	2	6	200%
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	4	3	-25%
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	77	41	-46.7%
55000	HEALTH AND SAFETY	5	1	-80%

CLR-008 Monthly Summary Of Offenses (FC)

4.G.a

Packet Pg. 38

		Year To Date Through July		
Classification		2014	2015	%Change
56000	CIVIL RIGHTS	0	0	0%
57001	TRESPASS	10	15	50%
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	1	0%
63000	VAGRANCY	0	0	0%
70000	JUVENILE RUNAWAY	0	0	0%
73000	MISCELLANEOUS CRIMINAL OFFENSE	25	26	4%
75000	SOLICITATION	0	0	0%
77000	CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals		188	147	-21.8%
2800	JUVENILE OFFENSES AND COMPLAINTS	28	21	-25%
2900	TRAFFIC OFFENSES	145	107	-26.2%
3000	WARRANTS	153	137	-10.4%
3100	TRAFFIC CRASHES	178	157	-11.7%
3200	SICK / INJURY COMPLAINT	517	557	7.736%
3300	MISCELLANEOUS COMPLAINTS	1011	1024	1.285%
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500	NON-CRIMINAL COMPLAINTS	763	497	-34.8%
3600	SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	364	3324	813.1%
3800	ANIMAL COMPLAINTS	77	68	-11.6%
3900	ALARMS	180	202	12.22%
	NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals		3416	6094	78.39%
2700	LOCAL ORDINANCES - GENERIC	0	0	0%
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	2	0%
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	4	1	-75%
4200	PARKING CITATIONS	1	0	-100%
4300	LICENSE / TITLE / REGISTRATION CITATIONS	2	1	-50%
4400	WATERCRAFT CITATIONS	0	0	0%
4500	MISCELLANEOUS A THROUGH UUUU	438	359	-18.0%
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%
	TRAFFIC WARNINGS	0	0	0%
	MISCELLANEOUS A THROUGH UUUU	0	0	0%
Group D Totals		447	363	-18.7%
5000	FIRE CLASSIFICATIONS	94	70	-25.5%
5100	18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%

Year To Date Through July

Classification	2014	2015	%Change
FIRE CLASSIFICATIONS	0	0	0%
Group E Totals	94	70	-25.5%
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%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
CANINE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
Group F Totals	0	0	0%
Totals for all Groups	4314	6851	58.80%



**Regular City Council Meeting
 7:00 PM, MONDAY, JULY 20, 2015
 City Council Chambers
 23600 Liberty Street
 Farmington, MI 48335**

DRAFT

REGULAR MEETING MINUTES

A Regular meeting of the Farmington City Council was held on July 20, 2015, in City Council Chambers, 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
Greg Cowley	Councilmember	Present	
William Galvin	Mayor	Present	
JoAnne McShane	Councilmember	Present	
Steve Schneemann	Mayor Pro Tem	Absent	
Jeff Scott	Councilmember	Present	

City Administration Present

- Director Christiansen
- Director Demers
- Superintendent Eudy
- City Manager Murphy
- Attorney Saarela
- Treasurer Weber

2. PLEDGE OF ALLEGIANCE

Miss Oakland County Outstanding Teen, Charlotte Mathias, and Miss Oakland County, Kaitlyn Krizanic, led the Pledge of Allegiance.

3. PUBLIC COMMENT

No public comment was heard.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

**Motion to approve the agenda as amended, removing Item 4(b)
 Consideration to assign Detroit water and sewer contracts to the Great Lakes Water Authority.**

Minutes Acceptance: Minutes of Jul 20, 2015 7:00 PM (Approval of Minutes)

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

- A. Consideration to approve Construction Estimate #4 Pipeline**
- B. Consideration to assign Detroit water and sewer contracts to the Great Lakes Water Authority**
- C. Consideration to change the date of Halloween Fun Fest to Oct. 31**
- D. Special event request: Susan G. Komen 3-day Cancer Walk**
- E. Special event request: Run for the Hills 1 mile, 5K and 10K races**
- F. Public Safety Monthly Report**
- G. Fourth Quarter Building Department Report**
- H. Farmington Monthly Payments Report**
- I. Approval of minutes**
 - 1. Minutes of the City Council - Special - Jun 1, 2015 6:00 PM**
 - 2. Minutes of the City Council - Special - Jun 10, 2015 7:00 PM**
 - 3. Minutes of the City Council - Special - Jun 15, 2015 6:00 PM**
 - 4. Minutes of the City Council - Regular - Jun 15, 2015 7:00 PM**

5. APPROVAL OF REGULAR AGENDA

Motion to approve the regular agenda as amended, making Item 11, Closed Session for Consideration of Land Acquisition and Confidential Correspondence from City Attorney and moving Meeting Adjournment to Item 12.

RESULT: APPROVED AS AMENDED [UNANIMOUS]
MOVER: JoAnne McShane, Councilmember
SECONDER: Jeff Scott, Councilmember
AYES: Cowley, Galvin, McShane, Scott
ABSENT: Schneemann

6. PRESENTATION/PUBLIC HEARINGS

Minutes Acceptance: Minutes of Jul 20, 2015 7:00 PM (Approval of Minutes)

A. Introduction of New Public Safety Officer-Christopher Saunders

Director Demers formally introduced Officer Chris Saunders, stating he was hired as a cadet in March of 2014. Officer Saunders put himself through the Wayne County Regional Fire Academy where he graduated in December of 2014. He furthered his training through the Wayne County Regional Police Academy where he graduated in May of 2015. He was sworn in by Clerk Halberstadt as a full-time Public Safety Officer on July 6, 2015. He welcomed him into the Department and wished him the best. He then administered the Farmington Public Safety Code of Honor to Officer Saunders. He was then presented with the Certificate of Promotion.

B. Consideration to Establish Hickling Village, Nottinghamshire, England as a Friendship City to the City of Farmington

Maria Taylor, from the Historic Commission, read the resolution into the record establishing Hickling Village, Nottinghamshire, England, as a Friendship City to the City of Farmington, noting Governor Fred Warner's link to the Village.

Move to Adopt the Resolution Establishing a Friendship City Relationship with Hickling Village, Nottinghamshire, England. [SEE ATTACHED RESOLUTION].

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Greg Cowley, Councilmember
SECONDER:	Jeff Scott, Councilmember
AYES:	Greg Cowley, William Galvin, JoAnne McShane, Jeff Scott
ABSENT:	Steve Schneemann

C. Miss Oakland County Scholarship Program

Kaitlyn Krizanic, Miss Oakland County, spoke about her platform for the upcoming year. She introduced Charlotte Mathias, the new Miss Oakland County Outstanding Teen 2015, who spoke on her platform, HOPE, Helping Others Through Prevention and Education. She expounded on her goals for the upcoming year.

D. Historic Commission Annual Report

Laura Myers, 33601 Shiawassee, chair of Historical Commission, introduced other members in attendance at the meeting. She advised the written report provided to Council encompassed most of the details of the activities of the Commission. She noted a commission member, Michael Harrison, will be stepping down due to his upcoming move out of the area.

Mayor Galvin explained that the core mission of the Historical Commission is preservation of historical homes within the residential historic district. Myers expounded on the details of their jurisdiction. She then described

how they serve in an advisory capacity in certain circumstances. The floor was opened for questions from the Councilmembers.

Scott stated it is important that standards be met on the restoration of the homes. He inquired if a report or a representative is sent to the Planning Commission when somebody is proposing changes to designated homes and further discussion was held.

Scott further stated he would like to see further clarification of the definition of "historical significance that's contributing." He urged Myers for her committee to take that charge on.

Cowley inquired about tax credits and if any were available. He also stated he would like to see a map or document that delineated homes that are contributing.

McShane asked if there was any thought given to economic development and the movement of historical homes in order to preserve them and further discussion was held. She encouraged the adoption of a historical home ordinance.

Marilyn Weimer, 33620 Hillcrest, explained the commission serves in an advisory capacity. They want to educate homeowners within the Historic District on renovation projects in order to provide guidance on maintaining the historical integrity of their homes.

Mayor Galvin thanked the Commission members for their report.

E. Council on Aging, year-end report - Carl Christoph

Christoph advised it is his 19th year serving on the Commission. He stated it is a joint agency between the City of Farmington and the City of Farmington Hills. He advised the Commission is comprised of four Farmington and eight Farmington Hills Commissioners. He stated the mission statement of the Commission is to provide services and look after the welfare and benefit of the senior population, defined as age 50 and better. He stated there are a number of annual projects including a Senior Directory that provides a list of service agencies to seniors. He stated the goal of the Commission is to further study and set up focus groups on what seniors want.

McShane asked regarding how the Commission develops relationships and communicates with senior residence developments and private clubs.

Christoph responded that they place the "Messenger" newsletter in the lobbies of senior establishments, both city halls and both libraries. The newsletter is also emailed to 300 participants.

Cowley asked about participation in the Dial-A-Ride program. Marsha

Koet, Program Supervisor, responded seniors prefer the transportation provided through the Costick Center. He questioned the impact on the community if SMART transportation was discontinued.

Discussion followed regarding the number of seniors reached through the outreach program and the discontinued Project Healthy Living Program.

Mayor Galvin thanked them for their report.

F. Parking Advisory Committee update

Elizabeth Turton, Chair of the Committee, was present to give an update on the committee. She explained the Committee has only been active since June 16th. She gave a detailed description of what had been reviewed by the Committee. She discussed their recommended short term solutions including increased signage and increase in parking fines. Upon request of Mayor Galvin, she named the members of the committee, including Councilman Cowley.

Cowley stated the metrical data from the Walker Study was used in making their recommendations. He defined 1:00 p.m. as the peak period for parking and the average stay being one hour and forty minutes. He cited the untimed parking areas in the downtown. He noted the park and ride cars that are left in lots all day.

McShane inquired if a recommendation would be made to employers to offer incentives to their employees to park in untimed lots. She also inquired whether maps would be displayed on kiosks and included in newsletters and on cable TV.

Scott inquired about placement of signage and discussion ensued.

Christiansen believed the wayfinding signage and new city signage package would be implemented in August.

Galvin clarified that it is the responsibility of City Administration to seek input from the DDA, Parking Advisory Committee, Public Safety, as well as from DPW, and then submit a recommendation to City Council for approval.

Christiansen responded the wayfinding signage package has already gone through that process and is ready to be implemented.

Further discussion was held about the signage.

Scott then discussed the proposed increase in fines. He asked Commander Demers regarding the number of tickets issued thus far and related fines. He pointed out fines are not meant to be income producing.

Demers stated 58 tickets have been issued in the south lot and 35 in the north lot, generating a total of \$930 in fines.

Galvin questioned the recommended fee structure for fines. Demers responded the fee structure was under consideration by the Parking Committee.

Galvin summarized the recommendations include a 3-hour time limit in Lots 1, 2, 3, 4 and 11; and a \$25 flat fee with potential to adjust for repeat offenders. He stated recommendations would require Council approval.

Responding to a question from Galvin, Turton stated the Committee has discussed the option of parking meters, but has been unable to reach a consensus on whether they are appropriate at this time or would be received well in the community.

Galvin pointed out there are metrics and data to support parking meters.

Cowley stated the committee discussed installation of parking meters on Grand River, but no consensus was reached as far as available technology and the utilization of same.

Mayor Galvin thanked Turton for her report and chairing the committee. He also thanked Joe Mantey for his participation on the committee as well.

Cowley recommended Council take action on the parking recommendations.

City Manager Murphy stated he would like to confirm there is money in the budget to support the recommendations. However, if Council is comfortable in taking action, he would be amenable in moving forward.

McShane stated she would support the recommendations of the committee if the motion includes that they will not take effect until signs are posted.

Responding to a question from Galvin, Demers responded that outside of notifying the court of the change in fees, the increase in fines would have no impact whatsoever on enforcement.

- 1. Motion to adopt the findings of the Parking Advisory Committee subject to the condition time limits will not take effect until signage is in place; including the recommendation that three hour in unlimited timed parking jurisdictions based on the map presented by the Committee be adopted; and a \$25 parking fine increase without graduated fines schedule be adopted.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeff Scott, Councilmember
SECONDER:	Greg Cowley, Councilmember
AYES:	Greg Cowley, William Galvin, JoAnne McShane, Jeff Scott
ABSENT:	Steve Schneemann

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

7. UNFINISHED BUSINESS

8. NEW BUSINESS

A. Consideration to Adopt Resolution Authorizing 2015 Capital Improvement Bond

City Manager Murphy reported that on April 20, 2015 the City Council approved a resolution that provided Notice of Intent to issue bonds in the amount of \$1.5 million dollars for multiple projects related to the sanitary sewer. The Notice was published with a 45 day window for the public to respond. The 45 day window is closed with no petitions filed. The next step requires a resolution from Council authorizing the 2015 Capital Improvement Bond.

Murphy stated the project under consideration is reconstruction of the Twin Valley Sewage Lift Station, bank stabilization of the sewer interceptor main, with the remainder of the funds applied to sanitary sewer lining.

Responding to a question from Galvin, Superintendent Eudy stated the sewer lining would be concentrated in the Bel-Aire Subdivision and in the interceptor lines from the Nine Mile retention up to the subdivision.

Galvin questioned whether there would be any disruption in the sewer service. Eudy responded the contractor will send out notifications to the residents asking them to limit water usage during the time the sewer is actively being lined. He stated this is a similar approach taken with the Floral Park Subdivision a few years ago.

McShane stated the importance of maintaining the city's infrastructure.

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

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Cowley, Councilmember
SECONDER: JoAnne McShane, Councilmember
AYES: Greg Cowley, William Galvin, JoAnne McShane, Jeff Scott
ABSENT: Steve Schneemann

B. Consideration to authorize purchase of replacement van for Water Department

City Administration recommended City Council authorize the purchase of a 2015 cargo van for an amount not to exceed \$33,200. The exact purchase price will be contingent as to which model is purchased.

Responding to a question, Eudy stated they have located a fully outfitted 2015 van for the amount of \$28,601.00.

MOTION to authorize the purchase of a 2015 or 2016 GMC or Chevrolet 2500 Cargo Van in an amount not to exceed \$33,200.

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

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Cowley, Councilmember
SECONDER: Jeff Scott, Councilmember
AYES: Greg Cowley, William Galvin, JoAnne McShane, Jeff Scott
ABSENT: Steve Schneemann

C. Consideration to authorize purchase of replacement dump truck

Motion to authorize the purchase of a 2016 Freightliner dump truck with snow plowing and salting accessories in an amount not to exceed \$190,000.

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

RESULT: APPROVED [UNANIMOUS]
MOVER: JoAnne McShane, Councilmember
SECONDER: Jeff Scott, Councilmember
AYES: Greg Cowley, William Galvin, JoAnne McShane, Jeff Scott
ABSENT: Steve Schneemann

9. DEPARTMENT HEAD COMMENTS

Eudy reported the Founders Festival went smoothly this year with no real issues reported.

Eudy stated four DPW workers either upgraded or obtained water distribution licenses. He indicated that the Assistant Superintendent has retained an S-2-1 Water Distribution License.

Eudy stated the seasonal staff is doing lawn maintenance and the new parks custodial position has begun.

McShane inquired about the schedule of the park custodian.

Mayor Galvin expressed concern regarding incorrect meter readings. He asked Eudy to inform citizens on what to do to ensure that they do not encounter this problem.

Eudy advised residents should verify the reading on their bills when they receive them and further discussion was held.

Mayor Galvin asked Treasurer Weber how the City would handle an abnormally large water bill. Weber responded that the payments would be spread out over a period of time.

Chief Demers thanked his Public Safety staff for doing a fantastic job during Founder's Festival. He noted DPS staff led the parade with their own Honor Guard for the first time since 1978. They were able to outfit three of their officers due to the gracious donation from Farmington/Farmington Hills Police Benevolent Association. He recognized the upcoming retirement of Christine Schutz on July 24th. A reception will be held in the Chambers on that day at 2:00 p.m.

Demers noted their two recent hires successfully completed their 13-week field training program. They are on their own now in scout cars. Interviews are being held Monday to backfill vacant PSO positions.

McShane inquired about a replacement for Schutz as a school liaison officer and further discussion was held.

Director Christiansen reported on current redevelopment projects in the City, including the start of the Fresh Thyme constructions in the Downtown Farmington Plaza.

City Manager Murphy indicated he attended his first Founder's Parade and enjoyed it very much. He is having a good time getting settled in.

10. COUNCIL COMMENT

McShane echoed thanks to both the Public Safety Department and Department of Public Works and was grateful to see foot patrols during the festival. She expressed pride in the City and the Chamber of Commerce for a successful event.

Responding to a question from McShane, Murphy stated he is currently working on the Events Policy.

McShane inquired regarding the Parks and Recreation Master Plan Committee and where it stood.

Christiansen responded a search of the minutes produced no record that Council requested forming a committee. He stated dialogue would begin on putting one together.

McShane stated that she was concerned about approving plans without having had a Parks Master Plan Update and further discussion was held.

Scott gave an update on the Grand River Corridor Project and spoke about MDOT's involvement in the road diet of Orchard Lake Road down to edge of downtown or even further. He spoke about the incorporation of walkability and bikeability pathways and his confidence in bringing those to the City.

Cowley congratulated Eudy on solving the Grand River garbage issue and commended Demers staff on doing a great job during the Festival. He also stated he had some issues on dumpsters and further discussion was held.

Mayor Galvin congratulated Joanne McShane on being the Grand Marshall in the parade this year.

11. CLOSED SESSION

1. Motion to enter closed session for Consideration of Land Acquisition and Confidential Correspondence from City Attorney

RESULT:	APPROVED [UNANIMOUS]
MOVER:	JoAnne McShane, Councilmember
SECONDER:	Greg Cowley, Councilmember
AYES:	Greg Cowley, William Galvin, JoAnne McShane, Jeff Scott
ABSENT:	Steve Schneemann

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

Council entered closed session at 9:22 PM.

2. Motion to exit closed session.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	JoAnne McShane, Councilmember
SECONDER:	Greg Cowley, Councilmember
AYES:	Greg Cowley, William Galvin, JoAnne McShane, Jeff Scott
ABSENT:	Steve Schneemann

Council exited closed session at 9:55 p.m.

12. ADJOURNMENT

1. Motion To Adjourn

RESULT: **APPROVED [UNANIMOUS]**
MOVER: JoAnne McShane, Councilmember
SECONDER: Jeff Scott, Councilmember
AYES: Greg Cowley, William Galvin, JoAnne McShane, Jeff Scott
ABSENT: Steve Schneemann

The meeting adjourned at 9:55 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Jul 20, 2015 7:00 PM (Approval of Minutes)



Special City Council Meeting
6:00 PM, MONDAY, JULY 20, 2015
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 July 20, 2015, in Conference Room, 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
Greg Cowley	Councilmember	Present	
William Galvin	Mayor	Present	
JoAnne McShane	Councilmember	Present	
Steve Schneemann	Mayor Pro Tem	Absent	
Jeff Scott	Councilmember	Present	

City Administration Present

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

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

No public comment was heard.

4. INTERVIEW FOR BEAUTIFICATION COMMITTEE - GAYATHRI ILANGO

Council interviewed Gayathri Llango for a position of the Beautification Committee.

Minutes Acceptance: Minutes of Jul 20, 2015 6:00 PM (Approval of Minutes)

A. Motion to appoint Gayathri Ilango to the Beautification Committee for a three-year term ending July 1, 2018.

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Cowley, Councilmember
SECONDER: Jeff Scott, Councilmember
AYES: Greg Cowley, William Galvin, JoAnne McShane, Jeff Scott
ABSENT: Steve Schneemann

5. ITEMS FOR REVIEW

1. Resolution for water and sewer contracts with the city of Detroit and The Great Lakes Water Authority

City Manager Murphy stated on June 12, 2015 an agreement to lease the assets of the Detroit Water Supply and Sewage Disposal System was reached between the Detroit Water and Sewer Department and the Great Lakes Water Authority which was mandated under the terms of the Detroit bankruptcy. As such the Great Lakes Water Authority has assumed the responsibility for the operations of the Detroit Water System. Under the terms of the current agreement between City of Detroit and the City of Farmington, Article XIII states the City of Farmington must give consent to assign the contract over to Great Lakes Water Authority.

Attorney Saarela advised that if everybody does not sign the contract by January 1st, the lease agreement will fail between the City of Detroit and the Great Lakes Water Authority. She stated if the lease agreement fails the overall Memorandum of Understanding that created the Authority will fail as well. She reiterated in order for the Authority to move forward all the contracts have to be assigned to the Authority by January 1st.

McShane asked if by assigning rights to the Great Lakes Water Authority the city is also incurring all debt of Detroit Water and Sewer. Saarela responded the Authority is basically stepping into the shoes of the DWSD which means acquiring their budget and debt as well. The Authority will be gaining their revenue, but their debt as well, and in addition there will be a \$50 million dollar payment to the City of Detroit which is basically a rental fee for use of their system.

McShane clarified that the three counties are paying \$50 million dollars for Detroit's infrastructure, that the lease is 80 years, and that they are allowed to spend the money on Detroit's local capital improvements. Saarela indicated that was a correct statement.

Discussion followed regarding Detroit's responsibilities under this agreement.

Council concurred to remove this item from the Consent Agenda of the regular

meeting until further information can be provided.

2. Resolution authorizing 2015 Capital Improvement Bond

Murphy reported that on April 20, 2015 the City Council approved a resolution that provided Notice of Intent to issue bonds in the amount of \$1.5 million dollars for multiple projects related to the sanitary sewer. The Notice was published with a 45-day window for the public to respond. The 45-day window closed with no petitions filed. The next step requires a resolution from Council authorizing the 2015 Capital Improvement Bond.

Murphy stated proceeds from the bond would fund three projects: construction of the Twin Valley Sewage Lift Station, bank stabilization of the sewer interceptor main, and the remainder towards sanitary sewer lining.

3. Farmington Guest Service Guarantee

Murphy stated the requirement for a customer service policy is mandated by the Michigan Economic Development Corporation (MEDC) in order to be deemed an MEDC Redevelopment Ready Community.

Christiansen indicated that the City of Farmington has been working towards certification by the MEDC as a Redevelopment Ready Community. He stated a draft form of the Customer Service Guarantee that was requested is ready for review. He advised the initial application was made over a year ago and information was provided in order to qualify or be considered for the next level. Farmington was accepted into that next group of communities looking for certification.

Christiansen discussed a number of steps that have been taken to achieve the status of a Redevelopment Ready Community. He stated the proposed Guest Services Guarantee policy is based on Novi's customer service policy.

Scott would like to see implementation of a checklist that integrates all of the requirements necessary to move a project forward. He would like to see an ombudsman in place to go over the checklist with a proponent to ensure all requirements are met.

Christiansen stated Farmington does have a process in place in their application documents that outline the specific process, whether it be rezoning, a site plan review, a PUD, etc. There are very specific steps that are required to be followed for whatever the issue might be.

He stated the Customer Service Guarantee is really intended to be a Code of Conduct for employees.

Discussion was held on what could be done to show that Farmington is exceeding the expectations of the MEDC.

Galvin asked for suggestions to be provided to Christiansen in the next couple

weeks to be included in the language of the document.

Discussion was held in response to formalizing processes to deal with unresolved or unsatisfactory issues.

Christiansen clarified the MEDC is looking for a complete portfolio of a community's tools, resources, plans and ordinances, financial information, long range financial plans.

Galvin asked Council to consider a customer service training program or webinar. He suggested the possibility of bringing in a consultant to provide that type of training.

Christiansen stated the city already provides great service to the community.

McShane expressed support for Department Heads meeting with their employees and reviewing the customer service guarantee with them.

Responding to a question from McShane, Christiansen stated fees associated with permits, dog licenses, etc. Is listed on the city website.

6. OTHER BUSINESS

No other business was heard.

7. COUNCIL COMMENT

1. Motion to recess the meeting till after the regular meeting is adjourned.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeff Scott, Councilmember
SECONDER:	JoAnne McShane, Councilmember
AYES:	Greg Cowley, William Galvin, JoAnne McShane, Jeff Scott
ABSENT:	Steve Schneemann

The meeting recessed at 6:55 p.m. and resumed at 9:54 p.m.

8. CLOSED SESSION

1. Confidential Communication from City Attorney

Motion to enter closed session to review confidential communication from City Attorney.

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

Council entered closed session at 9:55 p.m.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Cowley, Councilmember
SECONDER: Jeff Scott, Councilmember
AYES: Greg Cowley, William Galvin, JoAnne McShane, Jeff Scott
ABSENT: Steve Schneemann

2. Motion to exit closed session.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: JoAnne McShane, Councilmember
SECONDER: Greg Cowley, Councilmember
AYES: Greg Cowley, William Galvin, JoAnne McShane, Jeff Scott
ABSENT: Steve Schneemann

Council exited closed session at 10:20 p.m.

9. ADJOURNMENT

1. Motion To Adjourn the Meeting.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Jeff Scott, Councilmember
SECONDER: JoAnne McShane, Councilmember
AYES: Greg Cowley, William Galvin, JoAnne McShane, Jeff Scott
ABSENT: Steve Schneemann

The meeting adjourned at 10:20 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Jul 20, 2015 6:00 PM (Approval of Minutes)



**Special City Council Meeting
 7:00 PM, MONDAY, JUNE 29, 2015
 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 June 29, 2015, in Conference Room, Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

1. CALL TO ORDER

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

City Administration Present

Director Christiansen
 City Clerk Halberstadt
 City Manager Murphy

2. APPROVAL OF AGENDA

Motion to approve the agenda as amended, replacing Item No. 5, Interview - "Gayathri Elango, Beautification", with "GFA - Founders Festival Fireworks Permit."

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

3. PUBLIC COMMENT

No public comment was heard.

4. BEAUTIFICATION COMMITTEE INTERVIEW - MEG DAY

Council interviewed Meg Day for a position on the Beautification Committee.

Minutes Acceptance: Minutes of Jun 29, 2015 7:00 PM (Approval of Minutes)

A. Motion to appoint Meg Day to the Beautification Committee for a three-year term ending July 1, 2018.

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

5. GFA - FOUNDERS FESTIVAL FIREWORKS PERMIT

City Administration recommended Council approve a permit for fireworks in Shiawassee Park on July 18th as part of the Founders Festival. It was noted fireworks were successfully displayed last year in the park during Founders Festival.

A. Motion to approve a permit to display fireworks in Shiawassee Park on Saturday, July 18th at dusk as part of the Founders Festival; and that the City will be named as additional insured.

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

6. OTHER BUSINESS

A. 06-15-019 : Consideration to Amend Fiscal Year 2014/15 Budget

City Administration advised the fee for the City Manager Search from the Michigan Municipal League in the amount of \$17,000 was inadvertently omitted from FY 2014-15 Budget Amendment One. Funds are provided in the General Fund to cover this expense.

Motion to adopt a resolution approving Budget Amendment No. 2 for Fiscal Year 2014/15. [SEE ATTACHED RESOLUTION NO. 06-15-019]

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

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

B. Consideration of PUD Plan Amendment for the Tile Shop

Present: Tom Duke, Thomas A Duke Company
 Randa Shamaya, Project Architect

Siegel/Tucmaala Associates Architects and Planners

Christiansen advised the proponent, Tom Duke, has requested an amendment to the approved PUD/Site Plan for The Tile Shop. He discussed the approval process for this site over the last year. He stated the approved plan calls for removing the existing concrete screening wall along the rear/east side of the Tile Shop site and replacing it with a new 8-foot high brick embossed concrete wall.

Christiansen stated Mr. Duke is now proposing to remove and replace a portion of the existing concrete screening wall located along the rear/east side of The Tile Shop site with a new wall. The new wall will be an 8-foot high concrete screening wall with a new pre-cast concrete cap and will run approximately 136 feet along the rear/east side of The Tile Shop site. A 141-foot long portion of the existing 4-5-foot high screening wall and the existing concrete retaining wall is intended to remain. A 20-foot long, 3.5 foot high section of the screening wall at Grand River is intended to be removed.

Duke confirmed his original intent was to add on to the existing wall, matching concrete and colors, in order to make it 8-feet high as called for in the plans. However, his engineer who performed wall scans has advised that nothing can be added to the wall. He stated beyond the first 141 feet the remaining 136-foot portion of the wall is where it becomes perilous. He discussed replacing the 136-foot portion with a new concrete screening wall at a cost of \$75,000.

Responding to a question from Scott, Christiansen stated the original PUD Plan called for the replacement of the existing 297-foot wall with a new 8-foot wall. However, the final site plan approved by the Planning Commission allowed adding on to the existing wall to make it all 8 feet as provided in the PUD agreement.

Discussion followed regarding proposed modifications to the Tile Shop. Christiansen stated any substantial changes would require Council approval.

Discussion followed regarding the composition of the proposed wall. Duke advised it would be stamped concrete matching the existing wall. Scott stated he would like to see something more than a concrete block wall.

Responding to a question from Schneemann, Duke stated the proposal to build a wall on the southern portion is necessary because the poor condition of the existing wall. He stated his goal is to provide a screening wall for the site, noting the existing wall will be more of a concern for the adjacent property owner.

Discussion followed regarding visibility of the site from the Jamestown Apartments. Duke advised that with the existing 5-foot high, 141-foot portion of the wall, only the third floor of the apartments can see into the site. He stated he would be glad to raise that portion of the wall to 8-feet if it were economically feasible.

Discussion followed regarding building a new 136-foot wall inside the current deteriorated wall and the gap that will be created between the old and new wall. Duke advised the architect has designed a cap system to conceal that area.

Schneemann expressed support for the approach provided City Engineers confirm the design is not going to exacerbate the problem of the wall coming down.

McShane pointed out City Ordinance prohibits a double fence. She questioned whether a variance would be required.

Christiansen responded any variances to City Ordinance would be covered under the PUD.

McShane stated her greatest concern is the support of the hill or berm. She questioned whether the construction of a new wall would compromise the existing wall. She stated city engineers need to review the proposed amended plan before any work is done on the wall.

Responding to a question from McShane, Christiansen stated the removal of the first 20' of the wall will not cause any drainage or grading problems. He stated the wall was mostly decorative.

Duke stated after listening to the discussion maybe he may be better off not addressing the deteriorating wall since it is the problem of the adjacent property owner. He does not want the issue of the wall to hold up the project.

Council expressed support for the modification to the PUD contingent on approval from city engineers.

Christiansen discussed the approval process for amending the PUD.

Schultz advised that whatever is allowed for the Tile Shop site must also be allowed for the Suburban Collection.

Christiansen advised that construction drawings for the site and plan would allow issuance of permits to move forward. He stated the city would probably require financial guarantees.

McShane supported the idea of a Plan B which may include leaving the existing wall and adding shrubs.

Schneemann stated the deteriorating wall must be addressed.

Scott would like to see a higher quality wall, especially since he was expecting to see a new screen wall the full length of the property. He concurred the deteriorating wall must be addressed.

C. Consideration to Proceed with WiFi in City Hall/Police and the DPW

Murphy advised the Farmington Hills IT Department is ready to move forward with the installation of WiFi at City Hall. He stated the city has received an approximate quote of \$11,000.

Responding to a question from Schneemann, Murphy confirmed WiFi would be available to the public.

Responding to a question from McShane, Murphy stated the installation should be completed by the end of July.

Motion to approve an amount not-to-exceed \$15,000 for the installation of WiFi at City Hall/Police Station and the Department of Public Works.

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

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

D. Consideration to Approve Operating Agreement to Relocate the Farmers Market to the Huron River Club on Saturday July 18

City Administration advised Walt Gajewski, Market Master for the Farmers Market, has once again requested moving the market on the Saturday of Founders Festival to the parking lot at The Huron River Club.

Motion to approve the agreement for the operation of the Farmington Farmers & Artisans Market on Huron River Club Property on Saturday, July 18, during the Founders Festival. [SEE ATTACHED AGREEMENT].

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

7. REVIEW

A. Charter Review Committee Update

Murphy reviewed the Charter Review Committee recommendation concerning a proposed increase in Council compensation. He stated his own recommendation is to increase Council pay to \$3,000 and \$3,600 for the Mayor. He advised these increases would bring Council compensation more in line with other communities. He expressed support for placing this proposal on the November ballot.

Minutes Acceptance: Minutes of Jun 29, 2015 7:00 PM (Approval of Minutes)

McShane noted the Committee felt there are many Councilmembers who give considerable time to the city besides the mayor. She pointed out this is a volunteer position that has always attracted quality candidates. She stated the Committee believed the timing is wrong given the cut in pay city employees received within the last 5 years.

Cowley expressed concern regarding the city's ability to attract new folks to run for Council. He estimated he spends 40 hours a month on Council activities. The city needs to be competitive with surrounding communities.

Scott concurred with the Committee that the timing of the increase is not right. He recommended delaying consideration of an increase until next year.

Schneemann expressed concern that Council compensation is so far out of the norm. He noted the current stipend may cover reimbursable costs.

Discussion followed regarding the number of boards and commissions on which the mayor is required to serve versus those Councilmembers elect to serve on.

Galvin concurred that there should be no difference in pay between the mayor and councilmembers. He stated to a certain extent it is up to each councilmember as to where he/she is going to volunteer his/her time.

Galvin noted council has only received one compensation adjustment in the last 45 years. He stated this is a decision that the voters will have to make. He noted former City Manager Pastue would not have brought this to council if he did not believe it was worthwhile.

Motion to authorize the City Attorney to develop ballot language for placing an increase in Council compensation on the November 2015 ballot.

RESULT:	APPROVED [3 TO 2]
MOVER:	Steve Schneemann, Mayor Pro Tem
SECONDER:	Greg Cowley, Councilmember
AYES:	Greg Cowley, William Galvin, Steve Schneemann
NAYS:	JoAnne McShane, Jeff Scott

8. COUNCIL COMMENT

McShane asked about the excavation taking place at the Grand River/Halstead gas station.

Christiansen responded USA To Go will move into that site. He noted they are presently replacing the underground storage tanks. He further noted tickets have been issued for code violations.

McShane pointed out Posh Clothing is putting out racks of clothing on the sidewalk.

Minutes Acceptance: Minutes of Jun 29, 2015 7:00 PM (Approval of Minutes)

Christiansen responded that code enforcement has already addressed this issue.

Responding to a question from McShane, Christiansen stated plans for the former Big Boy site should be forthcoming this week.

Cowley expressed concern that the sign is still not finished at the Groves Center. He stated the business owners in the Center are concerned they have no visibility on Grand River.

Christiansen responded the sign is scheduled to be completed by the end of the month.

Cowley advised the Parking Advisory Committee did a comprehensive walking tour of the downtown. They came up with 60-80 short term suggestions to improve parking. He stated a report will be presented to Council at the August meeting. He noted enforcement is working in the north lot.

Scott discussed a recent MDOT meeting where discussion was held regarding a redesign of the M-5/Halstead and M-5/Grand River interchanges. He expressed disappointment in the discussions regarding a road diet in Farmington. It was his understanding that if the city took over Grand River it would facilitate funding to actually rebuild the entire road and get it off MDOT books.

Scott noted currently there is no funding available for roads and there are still people who have an issue regarding moving cars from A to B. He stated MDOT is starting to understand the concept of complete streets. He stated his greatest concern is that the city's consultants are saying a road diet may not be feasible.

Scott expressed concern regarding the continuing power outages throughout the city. His power was out 12-15 hours after a recent storm. He questioned if some of the problem might relate to the city's infrastructure.

Schneemann expressed concern regarding the condition of the downtown. He stated a lot of the upgrades put in a few years back are not being maintained. He has noticed weeds on private property, but not much can be said because the city is not maintaining its own property.

Schneemann volunteered to meet with the City Manager, Assistant to the City Manager and the DPW Supervisor to develop a more robust plan for addressing maintenance of the downtown.

McShane pointed out the city recently hired an extra person to maintain parks, etc. She stated a list of priorities needs to be developed.

Galvin requested councilmembers and the public consider the protocol of a council meeting and avoid sidebar comments as much as possible.

Galvin announced that McShane will be the Grand Marshall of the upcoming Founders Festival parade. He stated the joint city councils will support the Georgetown University Energy Prize in the parade.

9. CLOSED SESSION - LAND ACQUISITION

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

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

Council entered closed session at 9:25 p.m.

Council recessed the meeting at 9:25 p.m.

Council reconvened the meeting at 9:35 p.m.

2. Motion to exit closed session.

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

Council exited closed session at 10:18 p.m.

10. ADJOURNMENT

1. Motion to adjourn the meeting.

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

The meeting adjourned at 10:18 p.m.

 William E. Galvin, Mayor

 Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Jun 29, 2015 7:00 PM (Approval of Minutes)

**Farmington City Council
Staff Report****Council Meeting Date:**
August 17, 2015**Reference
Number
(ID # 1972)****Submitted by:** David Murphy, City Manager**Description:** Present Proclamation to Former Farmington Hills City Manager Steve Brock**Requested Action:****Background:****Agenda Review****Review:**

David M. Murphy Pending

City Manager Pending

City Council Pending 08/17/2015 7:00 PM



CITY COUNCIL PROCLAMATION in RECOGNITION of

Farmington Hills City Manager Steve Brock

WHEREAS, Steve Brock devoted more than 25 years of service to the City of Farmington Hills, serving as the city manager for 17 years;

WHEREAS, His support and implementation of cost-saving programs that are shared between Farmington and Farmington Hills – such as employee benefits, public safety dispatch, and information technology – continues to benefit both communities;

WHEREAS, Steve Brock helped to establish the Grand River Corridor Improvement Authority, working jointly with the City of Farmington to create a vision plan for the improvement and redevelopment of the Grand River Corridor;

WHEREAS, His support of other shared services – such as Parks and Recreation, Art on the Grand, the Arts Commission, Commission on Children, Youth & Families and the Commission on Aging – truly emphasizes the synergies between the two communities;

WHEREAS, His leadership regarding energy and environmental sustainability projects and programs has been the model for other local units of government to follow;

WHEREAS, Steve Brock has exemplified his commitment to both the Farmington Hills and Farmington communities through his many professional accomplishments;

NOW, THEREFORE, BE IT RESOLVED that I, Bill Galvin, Mayor of the City of Farmington, on behalf of the City Council and all the citizens of Farmington, hereby recognize Steve Brock upon his retirement for his many achievements and significant contribution to the City of Farmington by way of his support for shared services, his personal involvement in numerous community organizations benefitting residents and businesses in both Farmington and Farmington Hills, and by making the broader community a better a place to live and work as a result of his strong visionary leadership.

Bill Galvin, Mayor July 20, 2015

**Farmington City Council
Staff Report****Council Meeting Date:**
August 17, 2015**Reference
Number
(ID # 1967)****Submitted by:** David Murphy, City Manager**Description:** DTE Presentation**Requested Action:****Background:**

The City Council has requested that DTE representative Mike Palchesko come to a meeting to discuss the outages that have become more frequent over the last five years.

Agenda Review**Review:**

David M. Murphy Pending

City Manager Pending

City Council Pending 08/17/2015 7:00 PM

**Farmington City Council
Staff Report**

Council Meeting Date:
August 17, 2015

**Reference
Number
(ID # 1974)**

Submitted by: David Murphy, City Manager

Description: Farmington Area Chamber of Commerce: Founders Festival Report & Request to Approve Dates for 2016: July 14 - July 16

Requested Action:

Consideration to approve the dates for the 2016 Farmington Founders Festival as July 14 through July 17, 2016

Background:

In order to start planning appropriately, the Farmington Area Chamber of Commerce would like the dates approved for the 2016 Founders Festival. This is a signature event in Farmington and will be in its 52 year.

Agenda Review

Review:

David M. Murphy Pending

City Manager Pending

City Council Pending 08/17/2015 7:00 PM

City of Farmington Special Event Application

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

Sponsoring Organization's Legal Name Greater Farmington Area Chamber of Commerce Phone 248 919-6917

Organization Address 33425 Grand River Ave, Ste 101, Farmington

Organization's Agent Dan Irvin Phone 248 919-6917

Agent's Title Executive Director

Agent's Address 33425 Grand River Ave, Ste 101, Farmington

Event Name Greater Farmington Founders Festival

Event Purpose To promote the community and celebrate the founding of Farmington and history of Farmington / Farmington Hill

Event Dates Thursday, July 14 - Sunday, July 17, 2016

Event Times _____

Event Location Throughout Downtown Farmington, Shawnee Park and Governor Warner Mansion

1. TYPE OF EVENT: Based on Policy Section 2, this event is:
- City Operated Event Co-sponsored Event
- Other Non-Profit Event Other For-Profit Event
2. ANNUAL EVENT: Is this event expected to occur next year [YES] [NO]

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

Attachment: Attachment - 2016 Founders Festival (1974 : Farmington Area Chamber of Commerce: Founders Festival Report & Request to

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

Next year's specific dates: _____

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

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

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

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

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

Please see attachments

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:

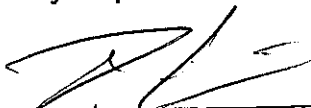
7. **OTHER REQUESTS:** _____

8. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:

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

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

7/21/15
Date



Signature of Sponsoring Organization's Agent

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

**City Manager's Office
23600 Liberty Street
Farmington MI 48335**

Phone: 248 474-5500-221



WALTER E. SUNDQUIST FARMINGTON PAVILION AND GEORGE F. RILEY PARK RESERVATION PERMIT

Form fields for Pavilion, Date Reserved, Group, Is this group a non-profit?, Group Representative, Address, Phone Number, Event, Is event open to the public? with handwritten entries.

- Acceptance of this permit acknowledges receipt of Park Rules and Regulations
• Use of the park, other than for activities that have been specifically provided for by the City of Farmington and/or the Farmington Downtown Development Authority, must be approved by the DDA Executive Director. Requests can be submitted in writing as follows:

Farmington Downtown Development Authority
23600 Liberty Street
Farmington, MI 48335
248-473-7276

Signature of Applicant [Handwritten Signature]

Table with 2 columns: Copies to (Original (DDA), Public Safety, Applicant) and City Manager Public Service.

1 If yes, the City of Farmington's Special Event Policy will apply.
2 The Pavilion and park are not intended for private use.

Permit Fee is Non-Refundable
\$100 Resident/\$200 Nonresident

Attachment: Attachment - 2016 Founders Festival (1974 : Farmington Area Chamber of Commerce: Founders Festival Report & Request to

**Farmington City Council
Staff Report**
Council Meeting Date:
August 17, 2015

**Reference
Number
(ID # 1947)**
Submitted by: David Murphy, City Manager

Description: Consideration to Approve Detroit Water and Sewer Contracts

Requested Action:

Move to approve the attached resolution regarding Detroit Water and Sewer Contracts

Background:

On June 12, 2015 an agreement to lease the assets of the Detroit water supply and sewage disposal systems was reached between the Detroit Water and Sewer Department and the Great Lakes Water Authority. Under the terms of the Regional Water Supply System Lease agreement, the Great Lakes Water Authority has assumed responsibility for the operations of the Detroit-owned water system and will be the provider of the future water service to its wholesale customers.

Under the terms of the current agreement with the City of Detroit, Article 13 requires the City of Farmington to give written consent to assign the contract over to the Great Lakes Water Authority.

Agenda Review
Review:

David M. Murphy	Skipped	08/03/2015 4:27 PM
City Manager	Skipped	08/03/2015 4:27 PM
City Council Completed		07/20/2015 7:00 PM
City Council Pending		08/17/2015 7:00 PM



CITY OF DETROIT
WATER AND SEWERAGE DEPARTMENT
OFFICE OF THE DIRECTOR

735 RANDOLPH STREET
DETROIT, MICHIGAN 48226
WWW.DETROITMI.GOV

June 25, 2015

David Murphy, City Manager
City of Farmington
23600 Liberty Street, PO Box 9002
Farmington, MI 48335-3572

Regarding: Request for Consent to Assignment of Wastewater Disposal Services Contract

Dear Valued Wastewater Customer:

I write to you today with exciting news about the future of your existing wastewater disposal services contract with the City of Detroit Water and Sewerage Department. On June 12, 2015, a historic agreement to lease the assets of the Detroit water supply and sewage disposal systems was reached between the City of Detroit and the Great Lakes Water Authority. Under the terms of the Regional Sewage Disposal System Lease Agreement, the Great Lakes Water Authority has assumed responsibility for the operations of the Detroit-owned sewage disposal system and will be the provider of future sewage disposal services to our wholesale customers.

Rest assured that your community will continue to receive the high quality services that you have come to rely on. However, as may be expected in such matters, certain actions must be taken by your community in order to assure that the Great Lakes Water Authority may legally continue to provide your sewage disposal services. While the Regional Sewage Disposal System Lease Agreement assigned all City of Detroit wholesale wastewater disposal services contracts to the Great Lakes Water Authority, Article 13 of your existing wastewater disposal services contract requires your written consent to this assignment. This letter is intended to serve as the City of Detroit's request to provide your community's consent to the assignment of its contract to the Great Lakes Water Authority. Aside from the change in service provider, the terms of your wastewater disposal services contract will not be changed by this assignment.

As you may imagine, the transition in operating responsibility from the Detroit Water and Sewerage Department to the Great Lakes Water Authority is on a "fast track" for completion and we need your help. Attached to this letter is an Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and your community, and a form of resolution approving the agreement; which resolution you may choose to utilize in your discretion. We have also attached a summary of both Lease Agreements for your use as background material. If you wish to consent to the assignment of your contract to the Great Lakes Water Authority, please have the attached Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract approved by your legislative body as soon as possible. The management and staff of the Detroit Water and Sewerage Department are willing and available to assist you in this process, including providing subject matter experts to meet with and discuss this matter with you and/or your legislative body, if you desire.

Please contact me at (313) 224-4701, or our contracted facilitator, Teresa Newman, at (248) 476-7577 with any questions you may have regarding this request. Finally, thank you for your continued cooperation and support as we move forward to implementing the Lease Agreements between the City of Detroit and the Great Lakes Water Authority.

Sincerely,

Sue F. McCormick
Director, Detroit Water and Sewerage Department
Interim CEO, Great Lakes Water Authority

Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract

This Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract (“Agreement”) is entered into by and between the City of Detroit Water and Sewerage Department, a Michigan municipal corporation (“Detroit”), and the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955 (“GLWA”), and the City of Farmington, a municipal corporation (“Customer”) (collectively, the “Parties”), and states as follows:

Recitals

A. Detroit and Customer entered into a wastewater disposal services contract dated November 19, 2014 (“Contract”), which is fully incorporated by reference; and

B. On June 12, 2015, Detroit and the GLWA entered into a lease agreement whereby the GLWA was conveyed, amongst other items, a leasehold interest in all Detroit sewage disposal system facilities (“Sewer Lease Agreement”); and

C. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Sewer Lease Agreement, Detroit has assigned and the GLWA has assumed all of Detroit’s rights, duties, liabilities, responsibilities and obligations (collectively, “Rights and Obligations”) under the Contract without any impairment to the Contract; and

D. Article III of the Sewer Lease Agreement provides that the effective date of the Sewer Lease Agreement is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of Customer to the assignment of its Contract to the GLWA as provided in Section 3.2(j); and

E. The Parties intend to achieve a novation of the Contract by the substitution of the GLWA for Detroit with respect to all rights and Obligations under the Contract; and

Accordingly, in consideration for Detroit’s agreement to assign its Rights and Obligations under the Contract, and the GLWA’s agreement to assume those Rights and Obligations, and the Customer’s agreement to accept this substitution, the Parties agree as follows:

1. The GLWA shall be assigned Detroit’s Rights and Obligations under the Contract as of the date upon which the conditions precedent to the Sewer Lease Agreement have been met, which date shall be the effective date of the novation and of this Agreement (“Effective Date”). All terms and conditions of this Agreement shall take effect only upon the Effective Date. In the event that the conditions precedent necessary to effectuate the Sewer Lease Agreement are not met, then this Agreement shall become null and void and shall have no legal effect.

2. The Rights and Obligations of Detroit under the Contract shall be extinguished and Detroit waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contract and shall not be permitted to bring any such claims against Customer. Any claim brought in violation of this Agreement shall be controlled by the terms of the Water Lease Agreement.

3. The GLWA shall be bound by and perform the Contract in accordance with the terms and conditions of the Contract. The GLWA assumes all Rights and Obligations of, and all claims against, Detroit under the Contract as if the GLWA were the original party to the Contract. The GLWA ratifies all previous actions taken by Detroit with respect to the Contract, with the same force and effect as if the action had been taken by the GLWA.

4. The Customer recognizes the GLWA as Detroit's successor in interest in and to the Contract and that the GLWA is entitled to all rights, titles and interests of Detroit in and to the Contract as if the GLWA were the original party to the Contract.

5. All terms, conditions, and covenants of the Contract shall remain in full force and effect, and the GLWA shall fulfill all such terms, conditions and covenants.

6. This Agreement and all actions arising under it shall be governed by the law of the State of Michigan.

7. This Agreement may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed an original.

In Witness Whereof, the Parties, by their duly authorized officers and representatives, indicate their concurrence with the terms and conditions of this Agreement:

City of Detroit, Water and Sewerage Department:

By: _____
Sue F. McCormick
Its: Director

Great Lakes Water Authority:

APPROVED BY GLWA
BOARD OF DIRECTORS ON:

By: _____
Sue F. McCormick
Its: Interim Chief Executive Officer

Date

City of Farmington:

By: _____
Bill Galvin
Its: Mayor

By: _____
Susan K. Halberstadt
Its: City Clerk

APPROVED BY
FARMINGTON CITY COUNCIL ON:

Date

Resolution Regarding Assignment Agreement With The City Of Detroit
And The Great Lakes Water Authority

By Member: _____:

Whereas, on September 9, 2014, a Memorandum of Understanding Regarding the Formation of the Great Lakes Water Authority was adopted by the City of Detroit, the State of Michigan and the counties of Wayne, Oakland and Macomb; and

Whereas, the Memorandum of Understanding required, among other things, that the City of Detroit and the counties of Wayne, Oakland and Macomb adopt Articles of Incorporation no later than October 10, 2014, and that the City of Detroit and the Great Lakes Water Authority execute a lease agreement regarding the operation and management of the Detroit water supply and sewage disposal systems; and

Whereas, on October 10, 2014, the City of Detroit and the counties of Wayne, Oakland and Macomb adopted the Articles of Incorporation of Great Lakes Water Authority; and

Whereas, on June 12, 2015, the City of Detroit and the Great Lakes Water Authority executed two 40-year lease agreements regarding (1) the operation and management of the Detroit water supply system, and (2) the operation and management of the Detroit sewage disposal system (“Sewer Lease”); and

Whereas, Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Sewer Lease, the City of Detroit assigned and the Great Lakes Water Authority assumed all of Detroit’s rights, duties, liabilities, responsibilities and obligations under the wholesale customer wastewater disposal services contracts without any impairment to said contracts; and

Whereas, Article III of the Sewer Lease provides that the effective date of the Sewer Lease is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of the wholesale sewer customers to the assignment of their 30-year wastewater disposal services contracts to the Great Lakes Water Authority pursuant to Section 3.2(j) of the Sewer Lease; and

Whereas, pursuant to the Sewer Lease, and as provided in Article 13 of the Wastewater Disposal Services Contract, the City of Detroit has presented an Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and this community for the assignment of the Wastewater Disposal Services Contract with the City of Detroit Water and Sewerage Department to the Great Lakes Water Authority with a request for approval; and

Whereas, this Honorable Body finds it is in the best interests of this community to consent to the assignment of the Wastewater Disposal Services Contract to the Great Lakes Water Authority;

NOW THEREFORE BE IT RESOLVED, that the attached Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority, and _____ is approved; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution and the executed Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract be returned to the City of Detroit Water and Sewerage Department within seven (7) days of the date of this Resolution.

Adopted by _____

Date: _____, 2015



CITY OF DETROIT
WATER AND SEWERAGE DEPARTMENT
OFFICE OF THE DIRECTOR

735 RANDOLPH STREET
DETROIT, MICHIGAN 48226
WWW.DETROITMI.GOV

June 25, 2015

David Murphy, City Manager
City of Farmington
23600 Liberty Street, PO Box 9002
Farmington , MI 48335-3572

Regarding: Request for Consent to Assignment of Water Contract

Dear Valued Water Customer:

I write to you today with exciting news about the future of your existing water service contract with the City of Detroit Water and Sewerage Department. On June 12, 2015, a historic agreement to lease the assets of the Detroit water supply and sewage disposal systems was reached between the City of Detroit and the Great Lakes Water Authority. Under the terms of the Regional Water Supply System Lease Agreement, the Great Lakes Water Authority has assumed responsibility for the operations of the Detroit-owned water system and will be the provider of future water service to our wholesale customers.

Rest assured that your community will continue to receive the high quality drinking water that you have come to rely on. However, as may be expected in such matters, certain actions must be taken by your community in order to assure that the Great Lakes Water Authority may legally continue to provide your water service. While the Regional Water Supply System Lease Agreement assigned all City of Detroit wholesale water service contracts to the Great Lakes Water Authority, Article 13 of your existing water service contract requires your written consent to this assignment. This letter is intended to serve as the City of Detroit's request to provide your community's consent to the assignment of its contract to the Great Lakes Water Authority. Aside from the change in service provider, the terms of your water service contract will not be changed by this assignment.

As you may imagine, the transition in operating responsibility from the Detroit Water and Sewerage Department to the Great Lakes Water Authority is on a "fast track" for completion and we need your help. Attached to this letter is an Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and your community, and a form of resolution approving the agreement; which resolution you may choose to utilize in your discretion. We have also attached a summary of both Lease Agreements for your use as background material. If you wish to consent to the assignment of your contract to the Great Lakes Water Authority, please have the attached Agreement to Assign Wholesale Customer Water Service Contract approved by your legislative body as soon as possible. The management and staff of the Detroit Water and Sewerage Department are willing and available to assist you in this process, including providing subject matter experts to meet with and discuss this matter with you and/or your legislative body, if you desire.

Please contact me at (313) 224-4701, or our contracted facilitator, Teresa Newman, at (248) 476-7577 with any questions you may have regarding this request. Finally, thank you for your continued cooperation and support as we move forward to implementing the Lease Agreements between the City of Detroit and the Great Lakes Water Authority.

Sincerely,

A handwritten signature in blue ink that reads "Sue F. McCormick". The signature is fluid and cursive.

Sue F. McCormick
Director, Detroit Water and Sewerage Department
Interim CEO, Great Lakes Water Authority

Agreement to Assign Wholesale Customer Water Service Contract

This Agreement to Assign Wholesale Customer Water Service Contract (“Agreement”) is entered into by and between the City of Detroit Water and Sewerage Department, a Michigan municipal corporation (“Detroit”), and the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955 (“GLWA”), and the City of Farmington, a Michigan municipal corporation (“Customer”) (collectively, the “Parties”), and states as follows:

Recitals

A. Detroit and Customer entered into a water service contract dated June 23, 2009, as subsequently amended (“Contract”), which is fully incorporated by reference; and

B. On June 12, 2015, Detroit and the GLWA entered into a lease agreement whereby the GLWA was conveyed, amongst other items, a leasehold interest in all Detroit water facilities (“Water Lease Agreement”); and

C. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease Agreement, Detroit has assigned and the GLWA has assumed all of Detroit’s rights, duties, liabilities, responsibilities and obligations (collectively, “Rights and Obligations”) under the Contract without any impairment to the Contract; and

D. Article III of the Water Lease Agreement provides that the effective date of the Water Lease Agreement is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of Customer to the assignment of its Contract to the GLWA as provided in Section 3.2(j); and

E. The Parties intend to achieve a novation of the Contract by the substitution of the GLWA for Detroit with respect to all rights and Obligations under the Contract; and

Accordingly, in consideration for Detroit’s agreement to assign its Rights and Obligations under the Contract, and the GLWA’s agreement to assume those Rights and Obligations, and the Customer’s agreement to accept this substitution, the Parties agree as follows:

1. The GLWA shall be assigned Detroit’s Rights and Obligations under the Contract as of the date upon which the conditions precedent to the Water Lease Agreement have been met, which date shall be the effective date of the novation and of this Agreement (“Effective Date”). All terms and conditions of this Agreement shall take effect only upon the Effective Date. In the event that the conditions precedent necessary to effectuate the Water Lease Agreement are not met, then this Agreement shall become null and void and shall have no legal effect.

2. The Rights and Obligations of Detroit under the Contract shall be extinguished and Detroit waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contract and shall not be permitted to bring any such claims against Customer. Any claim brought in violation of this Agreement shall be controlled by the terms of the Water Lease Agreement.

3. The GLWA shall be bound by and perform the Contract in accordance with the terms and conditions of the Contract. The GLWA assumes all Rights and Obligations of, and all claims against, Detroit under the Contract as if the GLWA were the original party to the Contract. The GLWA ratifies all previous actions taken by Detroit with respect to the Contract, with the same force and effect as if the action had been taken by the GLWA.

4. The Customer recognizes the GLWA as Detroit's successor in interest in and to the Contract and that the GLWA is entitled to all rights, titles and interests of Detroit in and to the Contract as if the GLWA were the original party to the Contract.

5. All terms, conditions, and covenants of the Contract shall remain in full force and effect, and the GLWA shall fulfill all such terms, conditions and covenants.

6. This Agreement and all actions arising under it shall be governed by the law of the State of Michigan.

7. This Agreement may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed an original.

In Witness Whereof, the Parties, by their duly authorized officers and representatives, indicate their concurrence with the terms and conditions of this Agreement:

City of Detroit, Water and Sewerage Department:

By: _____
Sue F. McCormick
Its: Director

Great Lakes Water Authority:

— APPROVED BY GLWA
BOARD OF DIRECTORS ON:

Date

By: _____
Sue F. McCormick
Its: Interim Chief Executive Officer

City of Farmington:

By: _____
Bill Galvin
Its: Mayor

By: _____
Susan K. Halberstadt
Its: City Clerk

APPROVED BY
FARMINGTON CITY COUNCIL ON:

Date

Resolution Regarding Assignment Agreement With The City Of Detroit
And The Great Lakes Water Authority

By Member: _____:

Whereas, on September 9, 2014, a Memorandum of Understanding Regarding the Formation of the Great Lakes Water Authority was adopted by the City of Detroit, the State of Michigan and the counties of Wayne, Oakland and Macomb; and

Whereas, the Memorandum of Understanding required, among other things, that the City of Detroit and the counties of Wayne, Oakland and Macomb adopt Articles of Incorporation no later than October 10, 2014, and that the City of Detroit and the Great Lakes Water Authority execute a lease agreement regarding the operation and management of the Detroit water supply and sewage disposal systems; and

Whereas, on October 10, 2014, the City of Detroit and the counties of Wayne, Oakland and Macomb adopted the Articles of Incorporation of Great Lakes Water Authority; and

Whereas, on June 12, 2015, the City of Detroit and the Great Lakes Water Authority executed two 40-year lease agreements regarding (1) the operation and management of the Detroit water supply system ("Water Lease") and (2) the operation and management of the Detroit sewage disposal system; and

Whereas, Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease, the City of Detroit assigned and the Great Lakes Water Authority assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations under the wholesale customer water contracts without any impairment to said contracts; and

Whereas, Article III of the Water Lease provides that the effective date of the Water Lease is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of the wholesale water customers to the assignment of their 30-year water service contracts to the Great Lakes Water Authority pursuant to Section 3.2(j) of the Water Lease; and

Whereas, pursuant to the Water Lease, and as provided in Article 13 of the Water Service Contract, the City of Detroit has presented an Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and this community for the assignment of the Water Service Contract with the City of Detroit Water and Sewerage Department to the Great Lakes Water Authority with a request for approval; and

Whereas, this Honorable Body finds it is in the best interests of this community to consent to the assignment of the Water Service Contract to the Great Lakes Water Authority;

NOW THEREFORE BE IT RESOLVED, that the attached Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority, and _____ is approved; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution and the executed Agreement to Assign Wholesale Customer Water Service Contract be returned to the City of Detroit Water and Sewerage Department within seven (7) days of the date of this Resolution.

Adopted by _____

Date: _____, 2015



City of Detroit-Great Lakes Water Authority Water & Sewer Leases & Service Agreement

WATER AND SEWER FACILITIES LEASES:

- GLWA to be conveyed (via a leasehold interest) all regional water and sewerage facilities.
- GLWA to be conveyed interest in all water and sewer system revenues including City of Detroit retail revenues.
- DWSD bonds to be assigned to GLWA and are payable solely from Net Revenues of the System, no full faith and credit pledge.
- GLWA revenue requirements that are targeted not to increase by more than 4 percent per year include \$50M lease payment, \$4.5M Water Residential Assistance Program payment and GLWA employee related frozen Pension Obligation as expenses shared regionally (on a “common-to-all” basis).
 - Per an independent study conducted by Plante & Moran the 4-percent revenue increase cap is sufficient to support these payments and provide funds for “common-to-all” revenue-financed capital.
- The \$50M lease payment may only be used, at City’s discretion, to pay for Detroit local capital improvements or Detroit’s debt service obligations for bonds issued to pay for local or regional improvements.
- A budget stabilization fund to be created and funds set aside from Detroit retail revenues to ensure Detroit meets its customer collection responsibilities.
- GLWA to be assigned existing wholesale service contracts (subject to any required customer approvals not to be unreasonably withheld), vendor contracts, and labor contracts. GLWA is a successor employer.

WATER AND SEWER SERVICES AGREEMENT:

- City of Detroit is delegated, as Authority’s agent, responsibility for setting retail rates, billing, collection and enforcement. Revocable by Authority in event of failure to satisfy requirements.

- Authority to establish two-year budget (periodically adjusted) and require quarterly financial reporting on Detroit retail performance with a Reconciliation Committee to address significant budget to actual variances, if necessary.
- Recent changes in the rate-setting policies of DWSD have provided additional assurances that wholesale and Detroit retail revenues will be realized.

*Leases become effective with the completion of conditions precedent including bondholder consents, contract assignments, permit transfers, Master Bond Ordinance, etc.



JOHNSON ROSATI SCHULTZ JOPPICH PC

2755 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331

Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrslaw.com

www.jrslaw.com

July 6, 2015

***Privileged and Confidential Correspondence
from City Attorney***

David Murphy, City Manager
City of Farmington
23600 Liberty Street
Farmington, MI 48335

RE: Great Lakes Water Authority – Agreement to Assign Wholesale Customer Water Service Contract and Agreement to Assign Wastewater Disposal Services Contract

Dear Mr. Murphy:

On June 12, 2015, the Board of the Great Lakes Water Authority (GLWA) approved Leases for the Regional Water Supply System and Regional Sewage Disposal System transferring authority to operate and maintain the existing Detroit Water and Sewer Department (DWSD) water and sewer systems, excluding facilities serving residents of the City of Detroit, from DWSD to the GLWA in accordance with the City of Detroit's Bankruptcy Plan of Adjustment. On June 24, 2015, DWSD's Board of Water Commissioners passed Resolution 15-1075 authorizing DWSD's Director to take all actions necessary to effectuate the assignment of DWSD's Wholesale Customer Water and Sewer Service Contracts to the GLWA.

In accordance with the Regional Water Supply System Lease, DWSD must assign all of its rights and obligations in its existing Wholesale Water and Sewer Service Contracts and Wastewater Disposal Services Contracts to the GLWA before January 1, 2016 as a condition precedent to the effectiveness of the Leases. In order to complete the Assignment of the City's existing Water Service Contract, as amended, and Wastewater Disposal Services Contract, DWSD has prepared the enclosed Agreement to Assign Wholesale Customer Water Service Contract and Agreement to Assign Wholesale Customer Wastewater Services Contract and corresponding Resolutions Regarding Assignment Agreement with the City of Detroit and the Great Lakes Water Authority.

We have reviewed both the Agreement to Assign the City's existing Wholesale Customer Water Service Contract and Agreement to Assign Wholesale Customer Wastewater Services Contract

David Murphy, City Manager
City of Farmington
July 6, 2015
Page 2

from DWSD to GLWA. The assignments do not change the terms of the existing Contracts or the calculation of rates under the contracts. Any increase or decrease in rates by the GLWA would not be expected to occur in the 2015/2016 rate season and would be based on preparation of the GLWA budget, rather than any changes to the rate methodology in either contract. Because the only change to the contracts will be the change in the entity operating the Regional Water System and Wastewater Disposal System, we see no legal impediment to approval of the Agreement to Assign the Wholesale Customer Water Service Contract and the Agreement to Assign the Wholesale Customer Wastewater Disposal Services Contract from DWSD to GLWA.


As discussed in prior updates, the Great Lakes Water Authority Board is made up of a representative from Wayne, Oakland and Macomb Counties, as well as two representatives of the City of Detroit and one representative of the State of Michigan. Sue McCormick, DWSD's current Director has been appointed Interim CEO of the GLWA while the GLWA considers an appropriate permanent candidate for the position.

Additionally, we have prepared and enclosed a revised version of the Resolutions Regarding Assignment Agreement with the City of Detroit and the Great Lakes Water Authority into the City's standard Resolution format. The Resolutions restate the purpose of the Assignment Agreement and are intended to evidence the City's approval of the Agreement. The Resolutions will be returned to DWSD for its records.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.



Elizabeth K. Saarela

EKS

Enclosures

C: Sue Halberstadt, Clerk (w/Enclosures)
Chuck Eudy, Public Works Superintendent (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

CITY OF FARMINGTON

OAKLAND COUNTY, MICHIGAN

**RESOLUTION REGARDING ASSIGNMENT AGREEMENT WITH THE CITY OF DETROIT
AND THE GREAT LAKES WATER AUTHORITY**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the ____ day of _____, 2015, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

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

- WHEREAS, on September 9, 2014, a Memorandum of Understanding Regarding the Formation of the Great Lakes Water Authority was adopted by the City of Detroit, the State of Michigan and the counties of Wayne, Oakland and Macomb; and
- WHEREAS, the Memorandum of Understanding required, among other things, that the City of Detroit and the counties of Wayne, Oakland and Macomb adopt Articles of Incorporation no later than October 10, 2014, and that the City of Detroit and the Great Lakes Water Authority execute a lease agreement regarding the operation and management of the Detroit water supply and sewage disposal systems; and
- WHEREAS, on October 10, 2014, the City of Detroit and the counties of Wayne, Oakland and Macomb adopted the Articles of Incorporation of Great Lakes Water Authority; and
- WHEREAS, on June 12, 2015, the City of Detroit and the Great Lakes Water Authority executed two 40-year lease agreements regarding (1) the operation and management of the Detroit water supply system, and (2) the operation and management of the Detroit sewage disposal system ("Sewer Lease"); and
- WHEREAS, pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Sewer Lease, the City of Detroit assigned and the Great Lakes Water Authority assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations under the wholesale customer wastewater disposal services contracts without any impairment to said contracts; and
- WHEREAS, Article III of the Sewer Lease provides that the effective date of the Sewer Lease is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of the wholesale sewer customers to the assignment of their 30-year wastewater disposal services contracts to the Great Lakes Water Authority pursuant to Section 3.2(j) of the Sewer Lease; and
- WHEREAS, pursuant to the Sewer Lease, and as provided in Article 13 of the Wastewater Disposal Services Contract, the City of Detroit has presented an Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and this community for the assignment of the Wastewater Disposal

Services Contract with the City of Detroit Water and Sewerage Department to the Great Lakes Water Authority with a request for approval; and

WHEREAS, this City Council finds it is in the best interests of the City of Farmington to consent to the assignment of the Wastewater Disposal Services Contract to the Great Lakes Water Authority;

NOW THEREFORE BE IT RESOLVED, that the attached Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority, and the City of Farmington is approved; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution and the executed Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract be returned to the City of Detroit Water and Sewerage Department within seven (7) days of the date of this Resolution.

AYES:
NAYS:
ABSTENTIONS:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, SUE HALBERSTADT, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on _____ day of _____, 2015, the original of which is on file in my office.

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

SUE HALBERSTADT
Clerk, City of Farmington

Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract

This Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract (“Agreement”) is entered into by and between the City of Detroit Water and Sewerage Department, a Michigan municipal corporation (“Detroit”), and the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955 (“GLWA”), and the City of Farmington, a municipal corporation (“Customer”) (collectively, the “Parties”), and states as follows:

Recitals

- A. Detroit and Customer entered into a wastewater disposal services contract dated _____ (“Contract”), which is fully incorporated by reference; and
- B. On June 12, 2015, Detroit and the GLWA entered into a lease agreement whereby the GLWA was conveyed, amongst other items, a leasehold interest in all Detroit sewage disposal system facilities (“Sewer Lease Agreement”); and
- C. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Sewer Lease Agreement, Detroit has assigned and the GLWA has assumed all of Detroit’s rights, duties, liabilities, responsibilities and obligations (collectively, “Rights and Obligations”) under the Contract without any impairment to the Contract; and
- D. Article III of the Sewer Lease Agreement provides that the effective date of the Sewer Lease Agreement is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of Customer to the assignment of its Contract to the GLWA as provided in Section 3.2(j); and
- E. The Parties intend to achieve a novation of the Contract by the substitution of the GLWA for Detroit with respect to all rights and Obligations under the Contract; and

Accordingly, in consideration for Detroit’s agreement to assign its Rights and Obligations under the Contract, and the GLWA’s agreement to assume those Rights and Obligations, and the Customer’s agreement to accept this substitution, the Parties agree as follows:

1. The GLWA shall be assigned Detroit’s Rights and Obligations under the Contract as of the date upon which the conditions precedent to the Sewer Lease Agreement have been met, which date shall be the effective date of the novation and of this Agreement (“Effective Date”). All terms and conditions of this Agreement shall take effect only upon the Effective Date. In the event that the conditions precedent necessary to effectuate the Sewer Lease Agreement are not met, then this Agreement shall become null and void and shall have no legal effect.
2. The Rights and Obligations of Detroit under the Contract shall be extinguished and Detroit waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contract and shall not be permitted to bring any such claims against Customer. Any claim brought in violation of this Agreement shall be controlled by the terms of the Water Lease Agreement.
3. The GLWA shall be bound by and perform the Contract in accordance with the terms and conditions of the Contract. The GLWA assumes all Rights and Obligations of, and all claims against, Detroit under the Contract as if the GLWA were the original party to the Contract. The GLWA ratifies all

previous actions taken by Detroit with respect to the Contract, with the same force and effect as if the action had been taken by the GLWA.

4. The Customer recognizes the GLWA as Detroit's successor in interest in and to the Contract and that the GLWA is entitled to all rights, titles and interests of Detroit in and to the Contract as if the GLWA were the original party to the Contract.

5. All terms, conditions, and covenants of the Contract shall remain in full force and effect, and the GLWA shall fulfill all such terms, conditions and covenants.

6. This Agreement and all actions arising under it shall be governed by the law of the State of Michigan.

7. This Agreement may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed an original.

In Witness Whereof, the Parties, by their duly authorized officers and representatives, indicate their concurrence with the terms and conditions of this Agreement:

City of Detroit, Water and Sewerage Department:

By: _____
Sue F. McCormick
Its: Director

Great Lakes Water Authority:

APPROVED BY GLWA
BOARD OF DIRECTORS ON:

By: _____
Sue F. McCormick
Its: Interim Chief Executive Officer

_____ Date

City of Farmington:

By: _____
William Galvin
Its: Mayor

By: _____
Susan K. Halberstadt
Its: City Clerk

APPROVED BY
CUSTOMER CITY COUNCIL ON:

_____ Date

CITY OF FARMINGTON

OAKLAND COUNTY, MICHIGAN

**RESOLUTION REGARDING ASSIGNMENT AGREEMENT WITH THE CITY OF DETROIT
AND THE GREAT LAKES WATER AUTHORITY**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the ____ day of _____, 2015, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

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

WHEREAS, on September 9, 2014, a Memorandum of Understanding Regarding the Formation of the Great Lakes Water Authority was adopted by the City of Detroit, the State of Michigan and the counties of Wayne, Oakland and Macomb; and

WHEREAS, the Memorandum of Understanding required, among other things, that the City of Detroit and the counties of Wayne, Oakland and Macomb adopt Articles of Incorporation no later than October 10, 2014, and that the City of Detroit and the Great Lakes Water Authority execute a lease agreement regarding the operation and management of the Detroit water supply and sewage disposal systems; and

WHEREAS, on October 10, 2014, the City of Detroit and the counties of Wayne, Oakland and Macomb adopted the Articles of Incorporation of Great Lakes Water Authority; and

WHEREAS, on June 12, 2015, the City of Detroit and the Great Lakes Water Authority executed two 40-year lease agreements regarding (1) the operation and management of the Detroit water supply system ("Water Lease") and (2) the operation and management of the Detroit sewage disposal system; and

WHEREAS, Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease, the City of Detroit assigned and the Great Lakes Water Authority assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations under the wholesale customer water contracts without any impairment to said contracts; and

WHEREAS, Article III of the Water Lease provides that the effective date of the Water Lease is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of the wholesale water customers to the assignment of their 30-year water service contracts to the Great Lakes Water Authority pursuant to Section 3.2(j) of the Water Lease; and

WHEREAS, pursuant to the Water Lease, and as provided in Article 13 of the Water Service Contract, the City of Detroit has presented an Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and this community for the assignment of the Water Service Contract with the City of Detroit Water and Sewerage Department to the Great Lakes Water Authority with a request for approval; and

WHEREAS, this Honorable Body finds it is in the best interests of this community to consent to the assignment of the Water Service Contract to the Great Lakes Water Authority;

NOW THEREFORE BE IT RESOLVED, that the attached Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority, and the City of Farmington is approved; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution and the executed Agreement to Assign Wholesale Customer Water Service Contract be returned to the City of Detroit Water and Sewerage Department within seven (7) days of the date of this Resolution.

AYES:
NAYS:
ABSTENTIONS:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, SUE HALBERSTADT, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on _____ day of _____, 2015, the original of which is on file in my office.

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

SUE HALBERSTADT
Clerk, City of Farmington

Agreement to Assign Wholesale Customer Water Service Contract

This Agreement to Assign Wholesale Customer Water Service Contract ("Agreement") is entered into by and between the City of Detroit Water and Sewerage Department, a Michigan municipal corporation ("Detroit"), and the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955 ("GLWA"), and the **City of Farmington**, a Michigan municipal corporation ("Customer") (collectively, the "Parties"), and states as follows:

Recitals

A. Detroit and Customer entered into a water service contract dated _____, 2015, as subsequently amended ("Contract"), which is fully incorporated by reference; and

B. On June 12, 2015, Detroit and the GLWA entered into a lease agreement whereby the GLWA was conveyed, amongst other items, a leasehold interest in all Detroit water facilities ("Water Lease Agreement"); and

C. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease Agreement, Detroit has assigned and the GLWA has assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations (collectively, "Rights and Obligations") under the Contract without any impairment to the Contract; and

D. Article III of the Water Lease Agreement provides that the effective date of the Water Lease Agreement is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of Customer to the assignment of its Contract to the GLWA as provided in Section 3.2(j); and

E. The Parties intend to achieve a novation of the Contract by the substitution of the GLWA for Detroit with respect to all rights and Obligations under the Contract; and

Accordingly, in consideration for Detroit's agreement to assign its Rights and Obligations under the Contract, and the GLWA's agreement to assume those Rights and Obligations, and the Customer's agreement to accept this substitution, the Parties agree as follows:

1. The GLWA shall be assigned Detroit's Rights and Obligations under the Contract as of the date upon which the conditions precedent to the Water Lease Agreement have been met, which date shall be the effective date of the novation and of this Agreement ("Effective Date"). All terms and conditions of this Agreement shall take effect only upon the Effective Date. In the event that the conditions precedent necessary to effectuate the Water Lease Agreement are not met, then this Agreement shall become null and void and shall have no legal effect.

2. The Rights and Obligations of Detroit under the Contract shall be extinguished and Detroit waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contract and shall not be permitted to bring any such claims against Customer. Any claim brought in violation of this Agreement shall be controlled by the terms of the Water Lease Agreement.

3. The GLWA shall be bound by and perform the Contract in accordance with the terms and conditions of the Contract. The GLWA assumes all Rights and Obligations of, and all claims against, Detroit under the Contract as if the GLWA were the original party to the Contract. The GLWA ratifies all previous actions taken by Detroit with respect to the Contract, with the same force and effect as if the action had been taken by the GLWA.

4. The Customer recognizes the GLWA as Detroit's successor in interest in and to the Contract and that the GLWA is entitled to all rights, titles and interests of Detroit in and to the Contract as if the GLWA were the original party to the Contract.

5. All terms, conditions, and covenants of the Contract shall remain in full force and effect, and the GLWA shall fulfill all such terms, conditions and covenants.

6. This Agreement and all actions arising under it shall be governed by the law of the State of Michigan.

7. This Agreement may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed an original.

In Witness Whereof, the Parties, by their duly authorized officers and representatives, indicate their concurrence with the terms and conditions of this Agreement:

City of Detroit, Water and Sewerage Department:

By: _____
Sue F. McCormick
Its: Director

Great Lakes Water Authority:

APPROVED BY GLWA
BOARD OF DIRECTORS ON:

By: _____
Sue F. McCormick
Its: Interim Chief Executive Officer

Date

City of Farmington:

By: _____
William Galvin
Its: Mayor

By: _____
Susan K. Halberstadt
Its: City Clerk

APPROVED BY
CUSTOMER CITY COUNCIL ON:

Date

**Farmington City Council
Staff Report**

Council Meeting Date:
August 17, 2015

**Reference
Number
(ID # 1975)**

Submitted by: David Murphy, City Manager

Description: Consideration for Special Event Permission for Swift Night Out at 31505 Grand River Avenue (The Old Winery)

Requested Action:

Move to approve special event permission for Swift Night Out at 31505 Grand River Avenue (the old winery) on Sept. 12 & 13 which are National Chimney Swift Count Days.

Background:

David White, owner of the old winery at 31505, is planning a Swift Night Out to raise awareness and money to preserve the chimney in which the endangered birds roost. The dates coincide with the national Chimney Swift count days. The event will be from 6 - 9 p.m. at the winery and will be open to the public. David is planning to hold this as an annual event. He is planning to have food vendors on site for the event and also beer and/or wine if he can work out the state license in time.

Agenda Review

Review:

David M. Murphy Pending

City Manager Pending

City Council Pending 08/17/2015 7:00 PM

City of Farmington Special Event Application

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

Sponsoring Organization's Legal Name Swift Sanctuary Phone (248) 477-8833

Organization Address 31505 grand River Ave.

Organization's Agent David White Phone (248) 346-0400

Agent's Title Owner

Agent's Address 26211 indiana Ave, Novi, MI 48374

Event Name Swift night out

Event Purpose raise awareness for the chimney Swifts and raise money to preserve chimney

Event Dates September 12 & 13

Event Times 6pm - 9pm

Event Location 31505 grand River Ave

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

- City Operated Event
- Co-sponsored Event
- Other Non-Profit Event
- Other For-Profit Event

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

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

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

Next year's specific dates: September 12 & 13

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

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

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

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

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

4 ft by 4 ft sign

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

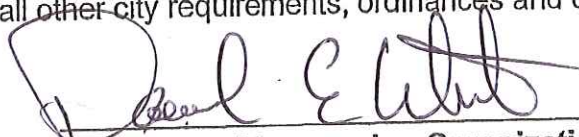
If yes, list the lots or locations where exempt parking is requested:

7. OTHER REQUESTS: _____

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

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

8-11-15
Date


Signature of Sponsoring Organization's Agent

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

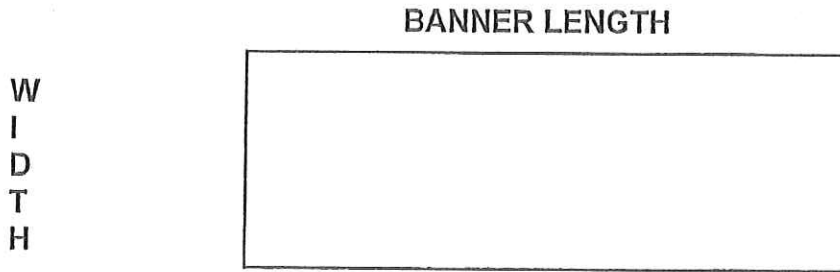
City Manager's Office
23600 Liberty Street
Farmington MI 48335

Phone: 248 474-5500-221

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

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

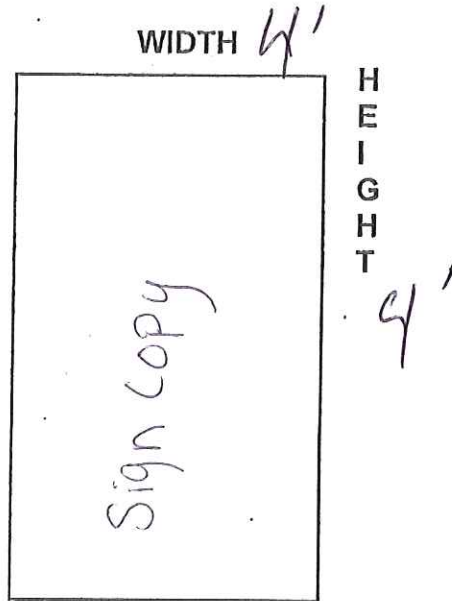
Total square footage of the banner cannot exceed 32 square feet.



Write copy of banner in the box.

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

Stand-up A Frame sign



Write sign copy inside sign area.

join us for a

Swift Night Out

Sept 12 & 13th, 6pm-9pm (or until the last swift is in)

Come see them swag, sway, spin, and soar into our historic one hundred and fifty foot chimney!

A FREE family event.
Raffle, bakesale, concessions,
and merchandise!



ceeds to benefit the Swift Sanctuary. For mor info, please visit our facebook page or call 248-477-8

31505 Grand River Ave, Farmington Mi, 48336

Farmington Voice (<http://www.farmingtonvoice.com/weekend-event-helps-preserve-farmington-habitat-for-chimney-swifts-001546>)

Help preserve Farmington habitat for chimney swifts during weekend event

By: JONI HUBRED-GOLDEN | September 12, 2014



"Chaetura pelagica -Perryville, Missouri, USA -chimney-8 (1)" by Greg Schechter from San Francisco, USA - Chimney Swifts Uploaded by Snowmanradio. Licensed under Creative Commons Attribution 2.0 via Wikimedia Commons

This photo from Missouri shows how chimney swifts cling to chimney walls.

want to keep them coming back," Romans said.

The Winery/Powerhouse building is located at 31505 Grand River. For information about the event, call 248-477-8833.

Spend time Sept. 12 and 13 watching hundreds of chimney swifts descend into the smokestack at the Winery/Powerhouse building on Grand River, and help raise funds to preserve the endangered birds' Farmington habitat.

Organizer Michelle Romans said she has been watching the birds for "quite some time. When we found out what they were, we decided we should bring some awareness to them."

Environmentalists have raised concern over the falling population of chimney swifts, which are listed as "Near Threatened" by the International Union for the Conservation of Nature. Romans said Saturday is a "count day" for the birds all across the U.S.

The weekend event includes a raffle, bake sale, concessions, and merchandise. Those who attend are encouraged to bring chairs. The birds begin to appear in the sky "for miles in every direction" between 7 p.m. and 7:30 p.m., Romans said. "It's like they're coming home."

Organizers hope to make "Swift Night Out" an annual event, to help maintain the 116-year-old smokestack for the birds. "We

21/20
examiner.com

SPORTS / RECREATION / OUTDOOR REC & ADVENTURE

Swifts soon returning to nest in local chimneys

January 29, 2010

4:13 PM MST



Close on the wings of purple martins, chimney swifts will soon be heard twittering above us as they return from wintering grounds in Peru and the Amazon basin.

Chimney swifts are dark birds with a stiff rounded tail that is never forked or fanned as they fly. For this reason they are called "flying cigars".

As natural nesting cavities have disappeared over the years, these avians

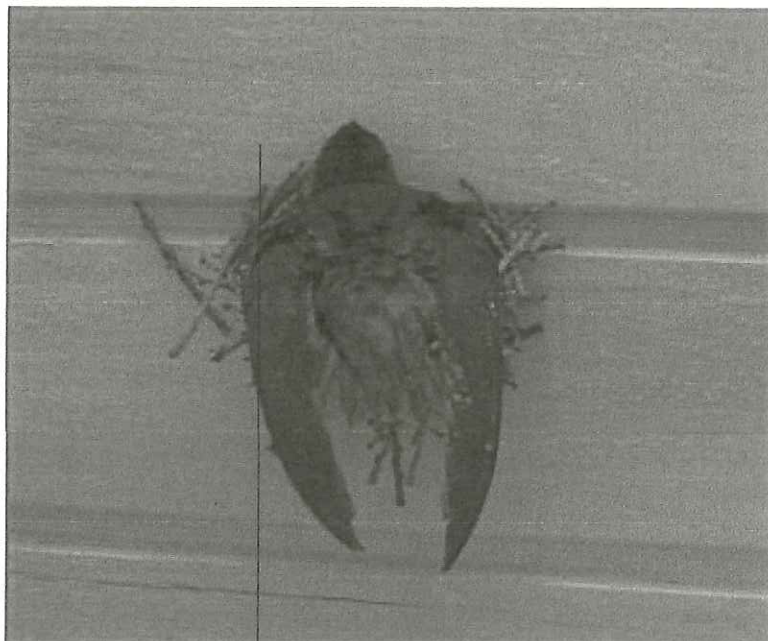
have found that chimneys work well as nesting sites.

They are well adapted to a life in towers and chimneys. They have small weak feet with all four toes pointing forward making it easy to cling to vertical walls. They are made to spend much of their life in the air as these weak toes are not made for perching on branches or wires.

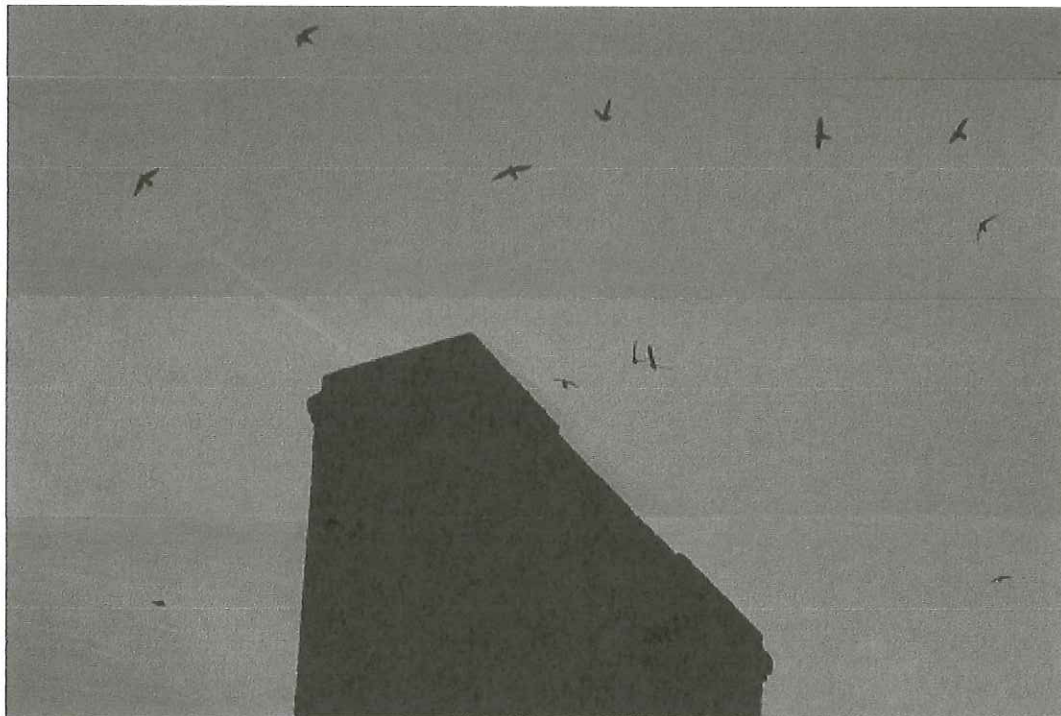
Their nests are fascinating and well engineered. They are half-saucer platforms of twigs attached to the sides of vertical columns and chimneys.

These swifts break off twigs from trees while in flight. The twigs are carried to nest sites, often local chimneys. Here the swifts use secretions from their highly developed salivary glands to attach the twigs to the nest site wall.

As young birds outgrow the nest, they cling to the sides of the chimney or other vertical nest surface aided by their stiff tails and sharp claws.



chimney swift on nest



chimney swifts gather at communal roost

After nesting, chimney swifts begin forming large communal roosting groups. Purple martins also evidence this behavior. As they begin to gather in large groups before migration, we

refer to it as "staging".

Because home owners do not care for birds nesting in their chimneys, the nesting habitat for chimney swifts has been reduced. If you are interested in attracting these birds to your yard, but do not want to sacrifice the chimney, there are several places that can provide information for building chimney swift "towers".



Royce Pendergast
Houston Nature Examiner

Chimney Swift

Nest Site Research Project

Driftwood Wildlife Association 1206 West 38th, Suite 1105 Austin, Texas 78705



Chimney Swifts historically nested and roosted in hollow trees. As American pioneers moved westward across the continent, they cleared forests and removed the swifts' natural habitat. The birds that Audubon called American Swifts became known as Chimney Swifts as they readily adapted to the masonry chimneys erected by those same pioneers. Over the decades, the range of the swifts expanded with the ever increasing availability of this new, man-made habitat. However, changes are again challenging this adaptable species.

The **North American Chimney Swift Nest Site Research Project** is an effort to promote Chimney Swift conservation by identifying and monitoring existing nest and roost sites, educating property owners about the beneficial nature of Chimney Swifts as insectivores, installing and monitoring new structures specifically for use by Chimney Swifts as nest and roost sites. Our newsletter, *Chaetura*, is distributed to hundreds of volunteer Research Associates all across North America. We hope that you will join us!

Paul and Georgan Kyle
Project Directors

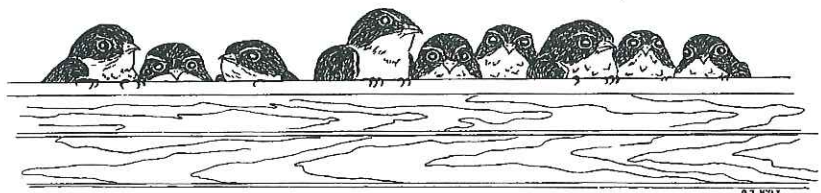
WHAT IN THE WORLD IS THAT SOUND ?

Chimney Swifts create a variety of sounds during their stay with us in North America during the warmer months. There is the "whooshing" sound of their wings as they come and go from the chimney. They utter a gentle "chipping" as they socialize with one another in the roost during nest-building and at night. The most audible sounds are those of the young which have two basic vocalizations: the feeding call which is a very loud, high-pitched "yippering" as they beg for food from the returning parents, and their mechanical, hissing alarm call which they make when disturbed or frightened.

As long as the young are making the loud feeding call, they are incapable of sustained flight and are completely dependent on their parents for food. Homeowners' tolerance during this critical period of the swifts' development is very important. If the young are forced from the chimney during this period, they will perish -- slowly starve to death over a period of several days. The parents are unable to care for them outside of their chimney.

Once the sound of the young becomes noticeable, they are usually only 10 days or so from fledging. Keeping the damper closed and packing the fireplace with insulation can dampen the sound to tolerable levels. If additional incentive is needed to allow the swifts to continue their breeding cycle, consider this: the raucous sound emanating from your fireplace is the sound of thousands of annoying mosquitoes, biting flies and flying ants being converted into beautiful, graceful migratory avian insectivores which will consume thousands more of the insect pests we swat and curse during the summer months.

Chimney Swifts, like many of our precious Neotropical migrants, are declining in numbers throughout North America. We should all be concerned about their plight and do whatever we can to encourage their survival. They do not require acres of unspoiled wilderness, expansive wetlands or complicated wildlife management plans. They only require one square foot of unused column like our chimneys during the summer when we don't need them...and a little tolerance.



LIFE HISTORY OF THE CHIMNEY SWIFT

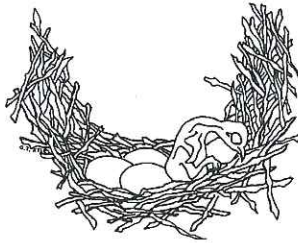
The Chimney Swift is one of four regularly occurring species of swifts found in North America, and the most common one found east of the Rocky Mountains. As their name implies, they are accustomed to building their nests in chimneys as well as abandoned buildings and occasionally stone wells.

Adult Chimney Swifts are most commonly seen in flight -- usually in groups. When soaring, their long, scythe-shaped wings span about 12.5 inches supporting a proportionally short body with a squared-off tail. The flickering, bat-like flight when flapping is due to short, massive wing bones. Chimney Swifts' flight is accompanied by a sharp "chipping" or "ticking" call.

At rest, an average 5 inch, 22 gram adult is sooty-gray to black with the throat silvery-gray in color. Both sexes are identical in appearance. The long wings cross by an inch or more over the tail feathers, which are tipped by pointed bristles. The claws and tail bristles are used to cling to rough vertical surfaces. Swifts are unable to perch or stand upright in passerine fashion.

Chimney Swifts winter in the Amazon Basin of Peru. They arrive in the continental United States in late March and are gone by early November. Nesting begins in May, and has been known to continue into August. Chimney Swifts are usually single-brooded, and there will be only one active nest in any structure regardless of the size of the site.

The female normally lays three to five white eggs in a nest of twigs which are broken from the tips of tree branches, glued together with saliva and attached to a vertical surface. Both sexes are involved in nest construction. The eggs are incubated by alternating adults for eighteen to nineteen days. Chimney Swifts catch flying insects on the wing. Baby Chimney Swifts are fed by both



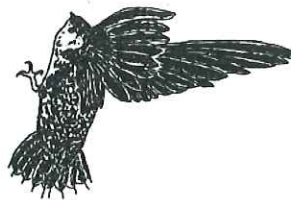
Newly hatched Chimney Swifts are naked and completely helpless



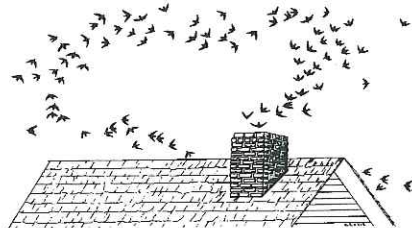
Five day old Chimney Swifts have pin feathers on their heads and bodies



When ten days old, the tips of the swifts' flight feathers begin to unfurl



Fledgling swifts will exercise by "practice-flapping" while clinging tightly to the nest or chimney wall



Chimney Swifts congregate in the fall at suitable roost sites

parents. The feeding continues until the birds fledge from the chimney about 30 days after hatching.

The hatchlings are pink, altricial and completely naked at birth. They have sharp claws which enable them to cling to textured surfaces. Within a few days, black pin feathers begin to appear. The young are able to climb, and they exhibit preening behavior even before their feathers emerge.

By the time they are eight to ten days of age, the babies' feathers begin to unfurl. By fifteen to seventeen days of age, their eyes begin to open.

Shortly after their eyes open, most of the flight and body feathers will be unfurled. However, the feathers around the face and head will stay in sheath for several days -- giving the birds a "frosty-faced" appearance.

By the time Chimney Swifts are 21 days old, they will cling tightly to the nest or chimney wall, rear back and flap their wings furiously until they are panting and out of breath. Twenty-eight to thirty days after hatching, young Chimney Swifts will leave the safety of the chimney for their first flight.

Once an entire brood has fledged, they will fly with their parents in slow, noisy parades around the area of the nest site. The young will return frequently to the roost during the first few days, but may soon begin to visit other roosts in the area.

At the end of the breeding season, the swifts' communal instincts peak prior to fall migration. They congregate in flocks of hundreds and even thousands at suitable roost sites.

Although Chimney Swifts can withstand a few early cool snaps, they will usually ride south on the first major cold-front that blows through in the fall.

This is an edited excerpt from Rehabilitation and Conservation of Chimney Swifts, Fourth Edition by Paul and Georgan Kyle. Copyright, 2004

CHIMNEY SWIFT TOWER DESIGN BASICS

Experimentation with new materials, designs and methods of installation continue. However, several principals are known to work well in wooden Chimney Swift towers.

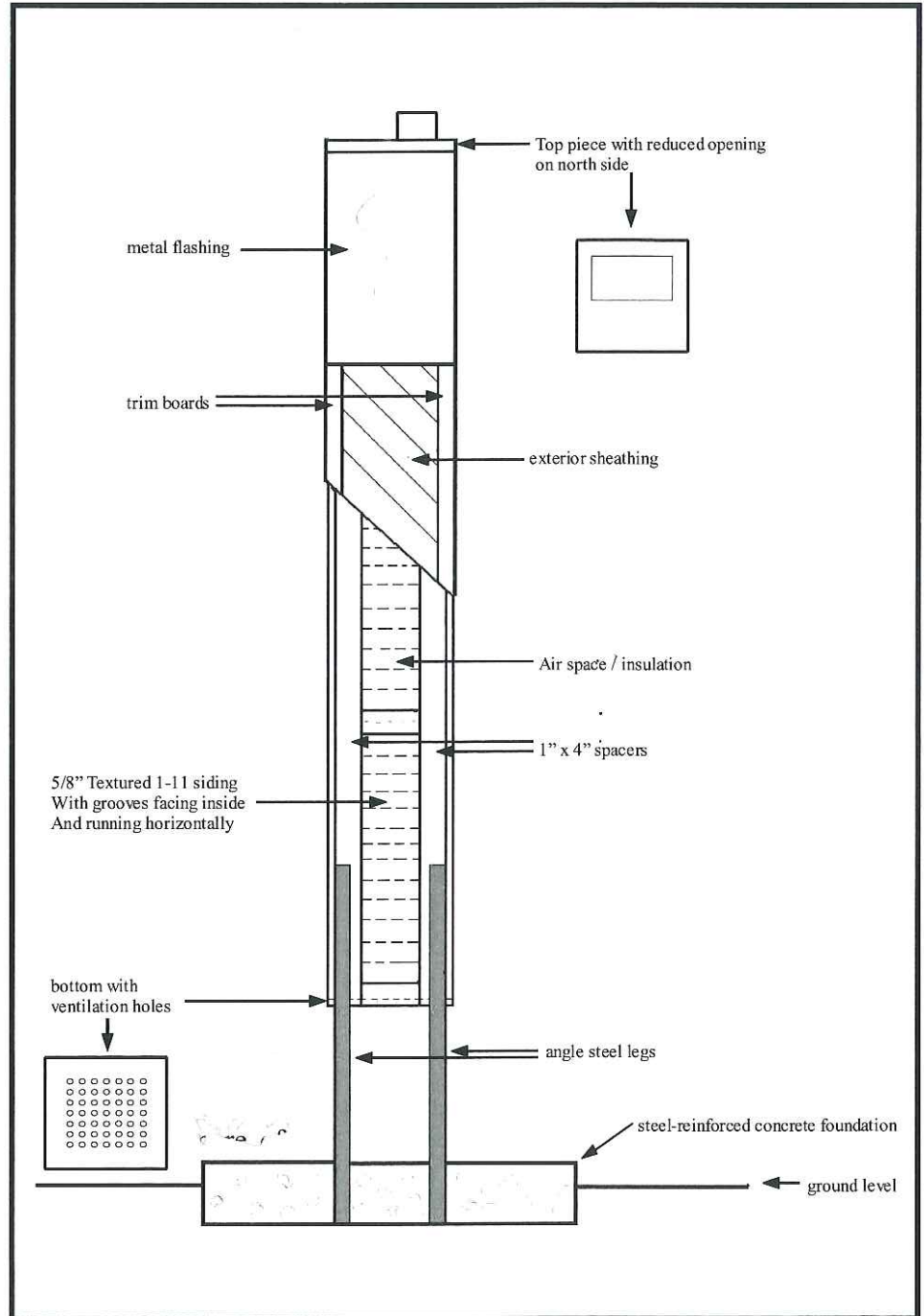
Heavy texture on the inside is essential. 5/8" Textured 1-11 siding is readily available and easy to work with.

Wooden towers should be double-walled with a space between the inner nest chamber wall and the outer skin. This space should be filled with some form of insulation to prevent overheating. A minimum of 3/4" rigid foam insulation is recommended.

The recommended minimum height is 8', but 12' is preferable. The inside diameter should be no less than 14".

Unless the material used on the outside of the tower is completely smooth, a 24" band of metal flashing around the top is mandatory for the safety of the swifts and their young. This will prevent predators from being able to climb the tower and gain access to the nest chamber.

The bottom of the tower should be made from 3/4" treated plywood and have a grid of 3/8" holes spaced 1 1/2" apart for ventilation and installed with wood screws for easy removal. The top should also be made from 3/4" treated plywood and have an



opening cut that is no more than half of the area of the inside of the tower. The opening must be placed on the north edge of the tower to exclude as much summer sun from the nest chamber as possible.

A free-standing tower on steel legs is easier to protect against ants. A 2" band of Tanglefoot (brand) sticky insect trap can be applied around each leg. A concrete foundation will eliminate the need for guy lines. Towers that are 12' tall will require a 48" x 48" x 10" steel-reinforced concrete slab. Towers that are 8' tall will need a slab measuring 36" x 36" x 6". In areas where frost heave is a potential problem, consult local building codes for advice.

In the fall, after the swifts have migrated out of the area, the bottom should be removed and droppings cleaned from the tower. This is a good time to count egg shells and assess the success of the nesting season. Old nests should also be removed at this time. Covering the tower during the winter months will extend the life of wooden towers.

WHY SHOULD I CARE ABOUT CHIMNEY SWIFTS?

- Chimney Swifts eat nearly one third of their own weight in flying insect pests such as mosquitoes, biting flies and termites every day.
- Chimney Swifts historically used large, hollow trees for nests and roosts. As the ancient forests were cut down, they learned to use chimneys and other structures instead.
- Today, just like Purple Martins, Chimney Swifts rely almost entirely on man-made structures for nest sites.
- Because they cannot perch like songbirds, Chimney Swifts must have deep shafts in which to raise their families and roost at night.
- Chimney Swifts are protected by State Wildlife Codes and Federal law under the Migratory Bird Treaty Act of 1916.
- Like all Neotropical Migrants, Chimney Swifts are declining in numbers and need our assistance.
- Like watching a beautiful sunset, the aesthetic value of observing Chimney Swifts' aerial acrobatics and interactions is a simple pleasure that nature has to offer.

WHAT CAN I DO TO HELP CHIMNEY SWIFTS?

- If you have a masonry or clay flue-tile chimney, keep the top open and the damper closed from March through October to provide a nest site for these insect-eaters. Metal chimneys should be permanently capped to prevent birds and other wildlife from being trapped.
- Have your chimney cleaned in early March before the Chimney Swifts return from their winter home in South America.
- Work with local conservation groups to construct Chimney Swift Towers and educate your friends and neighbors about Chimney Swifts.
- Join the North American Chimney Swift Nest Site Research Project as a Research Associate!

HOME CHIMNEY MAINTENANCE: SELECTING AN APPROPRIATE CHIMNEY SWEEP

Every chimney needs to be professionally cleaned each year for the safety of the homeowner as well as for the safety of the Chimney Swifts. Although attitudes are changing within the chimney sweeping industry, there are still companies that will remove active nests and kill or discard the young. Before hiring a chimney sweep, ask what action they take when they find birds in a chimney. NEVER hire a company that openly advertises "Bird Removal".



Visit our web site at:

www.ChimneySwifts.org

In addition to learning more about the North American Chimney Swift Nest Site Research Project, you can:

- ◇ learn about wildlife rehabilitation
- ◇ download past issues of **Chaetura**
- ◇ order publications from Driftwood
- ◇ learn more about Membership in DWA

Send your e-mail to DWA@austin.rr.com

North American Chimney Swift Nest Site Research Project

is one of several projects of the **Driftwood Wildlife Association**, a non-profit all volunteer organization supported by tax-deductible contributions. DWA is dedicated to promoting research and providing community education in the areas of wildlife rehabilitation and avian natural history.

Membership categories are:

- \$ 10.00 Research Associateship
- \$ 35.00 Family Membership in DWA.

DRIFTWOOD WILDLIFE ASSOCIATION
1206 West 38th, Suite 1105
Austin, TX 78705

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**Farmington City Council
Staff Report**

Council Meeting Date:
August 17, 2015

**Reference
Number
(ID # 1976)**

Submitted by: David Murphy, City Manager

Description: Consideration to Appoint Delegate for Annual MML Meeting September 16-18, 2015 in Traverse City, Mic

Requested Action:

Move to appoint Mayor Bill Galvin as Farmington's delegate for the annual MML meeting September 16-18, 2015 and Mayor Pro Tem Steve Schneemann as the alternate.

Background:

The Michigan Municipal League is requesting that the City Council designate a delegate and alternate, by official action, who will be in attendance at the annual meeting in Traverse City, Michigan, September 16-18, 2015. This person will be the official representative to cast the vote for the City of Farmington. They Bylaws for the League provides that each member city and village shall be equally represented and provide a vote in the election of officers and any proposals presented.

Mayor Bill Galvin and Mayor Pro Tem Steve Schneemann are registered to attend the annual conference. City Administration recommends that the City Council appoint Mayor Galvin as the voting delegate and Steve Schneemann as the alternate.

Agenda Review

Review:

David M. Murphy Pending

City Manager Pending

City Council Pending 08/17/2015 7:00 PM



July 16, 2015

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, September 16-18, 2015. The League's "Annual Meeting" is scheduled for 12:00 pm on Thursday, September 17 in the West Bay Ballroom Dome at the Park Place Hotel. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
2. Policy. A) To vote on the Core Legislative Principles document.
In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)
In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by August 17, 2015.
3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than August 21, 2015.

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus the deadline this year for the League to receive resolutions is **August 17, 2015**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

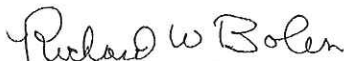
Further, "Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof."

3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Wednesday, September 16 in the Corner Loft in downtown Traverse City for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Richard Bolen
President
Mayor Pro Tem of Wakefield



Daniel P. Gilmartin
Executive Director & CEO