



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

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

**I. CALL TO ORDER**

**1. Roll Call Names**

Roll Call

**II. APPROVAL OF AGENDA**

**III. PUBLIC COMMENT**

**IV. MAIN STREET APPROACH REFRESH**

**V. ROLES AND RESPONSIBILITIES**

- a. Parking – City/DDA and Downtown Parking Advisory Committee
- b. Council Members and DDA Board Members

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

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

**VII. FINANCES**

**VIII. OTHER BUSINESS**

**IX. COUNCIL AND BOARD COMMENT**

**X. ADJOURNMENT**

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
February 22, 2016

**Reference  
Number  
(ID # 2127)**

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

**Description:** Roll Call Names

**Requested Action:**

**Background:**

**City Council:**

Sara Bowman  
Greg Cowley  
Bill Galvin  
Steve Schneemann  
Jeff Scott

**DDA:**

Tom Buck  
Rachel Gallagher  
Valerie Greer  
Dan Higgins  
Les Key  
Sean Murphy  
Kathleen Platzke  
Agnes Skrzycki

**Agenda Review**

**Review:**

David M. Murphy    Pending  
City Manager       Pending  
City Council Pending    02/22/2016 6:00 PM

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
February 22, 2016

**Reference  
Number  
(ID # 2126)**
**Submitted by:** David Murphy, City Manager

**Description:** Downtown Development Authority Joint Operating Agreement with the City of Farmington

**Requested Action:**
**Background:**

This background is from the June, 2013 staff report that Vince prepared for the city council:

The City Council approved the intergovernmental agreement with the Downtown Development Authority that was part of the overall economic and community development reorganization plan. The intent of the agreement is to focus City and DDA resources toward a comprehensive economic development program. Additionally, it recognizes the DDA will be losing tax increment finance capture over the next couple of years; this agreement stabilizes the DDA by reducing its overhead expenses. Listed below are the significant aspects of the agreement.

1. The City Manager will also serve as the DDA Executive Director. The incumbent DDA Director will serve as the Assistant to the City Manager and still be very involved with downtown economic development and promotions. Annette Knowles will serve as the Main Street Coordinator.
2. Term of Agreement - Two years subject to one year renewals afterwards.
3. Compensation - The City will receive \$66,000 each year. \$6,000 will be for general administrative support which is very low and has not changed in ten years. The remaining \$60,000 is for the City to provide additional support and to cover some of the expense associated with the Assistant to the City Manager which as mentioned will still be very involved with the DDA. This is about a \$15,000 year reduction for the DDA as well as a reduction in overhead.
4. Community Events -The City and DDA are committed to keep all of the events in the downtown. However, we are looking at ways to reduce overall costs while simultaneously keeping them in the downtown.

**Agenda Review**
**Review:**
**David M. Murphy    Pending**
**City Manager        Pending**
**City Council Pending    02/22/2016 6:00 PM**

**INTERGOVERNMENTAL AGREEMENT**  
**FOR ECONOMIC AND COMMUNITY DEVELOPMENT SERVICES**

**BETWEEN**

**CITY OF FARMINGTON**  
**AND**  
**FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY**

This Agreement ("Agreement") is entered into as of the date of the last signature below and is between the City of Farmington ("City"), whose address is 23600 Liberty Street, Farmington, MI 48335, and the Farmington Downtown Development Authority ("DDA") whose address is 33316 Grand Rive Avenue, Suite A, Farmington, MI 48336, for the purpose of having the City of Farmington provide Economic and Community Development Services to the DDA.

**RECITALS**

**WHEREAS**, the City of Farmington and the Farmington Downtown Development Authority (DDA) have seen a reduction in their operating revenue as a result of declining property tax values; and

**WHEREAS**, both the Farmington City Council and DDA Board recognize there is a need to continue to foster redevelopment opportunities throughout the City of Farmington along with creating a stronger identifiable sense of place within the community, even as financial resources are declining; and

**WHEREAS**, in order to address these mutual challenges and employ resources in the most efficient and cost effective manner, it is necessary for the City and DDA to undertake a unique agreement that coordinates economic and community development along with historic preservation resources; and

**WHEREAS**, it is recognized by both the Farmington City Council and Farmington DDA Board that given this unique set of challenges and opportunities it is necessary to enter into an agreement to coordinate these professional resources; and

**WHEREAS**, it is understood by both parties that this is not intended to serve as a perpetual arrangement but one that serves the short-term needs of both the City and DDA Board.

**NOW, THEREFORE THE FOLLOWING TERMS ARE HEREBY AGREED UPON BY THE FARMINGTON CITY COUNCIL AND THE FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY BOARD OF DIRECTORS.**

1. **Scope of Work** – The Farmington City Manager shall serve as the Farmington DDA Executive Director and shall have the authority associated with that position in accordance with the job description with is attached and made part of this agreement, that granted under the Farmington City Charter and City Ordinances, and that granted under state statutes pursuant to Downtown Development Authorities. The City Manager shall attend all meetings of the DDA Board of Directors or have an agreed upon designee attending on his/her behalf.

In addition to the City Manager, the City agrees that it will employ an Economic and Community Development Director along with an Assistant to the City Manager, all who will work with the DDA Board to facilitate developing and executing policies and operational plans toward economic redevelopment of Downtown Farmington and creating a greater sense of place within the community. The Economic and Community Development Director and Assistant to the City Manager shall report directly to the City Manager.

The City recognizes Oakland County Main Street as a vital element of the historic preservation and economic redevelopment strategy for Downtown Farmington and will work to maintain a strong a vibrant core of committees consistent with the Main Street program.

2. **Term of the Agreement** – The agreement shall be for a two-year period beginning July 1, 2013 and terminating June 30, 2015.
3. **Renewal** – The parties may renew the agreement in one year intervals after the initial two year period.
4. **Termination** - Either party may terminate the agreement with or without cause by providing the other party with notice its intent at least four months prior to the termination date, or by providing four months notice during the course of the agreement.
5. **Compensation** – The Downtown Development Authority shall compensate the City \$66,000 each fiscal year. This includes \$60,000 associated with the management responsibilities outlined in Article 1 and \$6,000 for general administrative support such as general accounting, payroll, accounts payable, accounts receivable, and treasury services.

6. **Community Events and Promotions** – The intent of this agreement is to maintain the existing community promotions and events which include: Art on the Grand, Founders Festival, Summer Concert Series, Farmers and Artisans Market, Harvest Moon celebration, Holly Days, and other similar promotional and community events. The manner in which these events are managed may be altered subject to mutual approval by the City and Downtown Development Authority.
7. **Other**
  - A. The DDA shall still be responsible for providing professional development resources in the budget, such as attendance to the National Main Street Convention and other state and local workshops that benefit the DDDA.
  - B. The DDA Board of Directors shall designate the Farmington City Treasurer as the Treasurer for the Farmington Downtown Development Authority.
8. **Assignments** - The City's obligations under this Agreement may not be assigned except with the written approval of the Farmington DDA Board.
9. **Notices** - Notices under this Agreement shall be to the Farmington City Clerk and the Farmington DDA President.
10. **Amendments** - Amendments of this Agreement shall be in writing, approved by concurrent resolutions of the Farmington City Council and DDA Board of Directors, and be signed by authorized representatives of the Parties.
11. **Severability** - If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
12. **Applicable Law** - This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.

13. **No Waiver** - Absent an express written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
14. **Compliance with Laws** - Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
15. **Entire Agreement** - This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.
16. **Filing** - As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of Farmington Hills City Council and the City of Farmington City Council, approving and authorizing the signing of this Agreement, the undersigned officials have signed this Agreement on the dates indicated next to their signatures.

[Signatures on next page]

**CITY OF FARMINGTON**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor, J.T. "Tom" Buck

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk, Susan K. Halberstadt

**FARMINGTON DDA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President, Melissa Andreide

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary, Dan Higgins

Attachment: City-DDA Intergovernmental Agreement\_attachment\_attachment (2126 : Intergovernmental Agreement - City and DDA)



**CITY OF FARMINGTON  
POSITION DESCRIPTION**

Title: Executive Director  
 Department: Farmington Downtown Development Authority (DDA)  
 Location: 23600 Liberty Street  
 Date: July, 2013

**GENERAL PURPOSE**

The Executive Director is responsible for developing, executing and/or managing the projects and programs that contribute to or fulfill the goals and objectives of the DDA Board of Directors. Such work may consist of administrative and technical responsibilities toward the preparation and implementation of an annual work plan. The Executive Director coordinates activities of the DDA's Main Street Program.

**SUPERVISION RECEIVED:**

The Executive Director works under the general guidance of and oversight by the DDA Board of Directors. The annual budget is approved by the Farmington City Council upon recommendation by the DDA Board of Directors.

**SUPERVISION EXERCISED**

The Executive Director supervises full-time, part-time or temporary employees, or volunteers who are engaged in the implementation of the annual work plan. He/she manages consultants and independent contractors. He/she may delegate essential duties and responsibilities to qualified employees, volunteers, consultants or independent contractors.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

The Executive Director's responsibilities may vary from year to year as goals, objectives and priorities of the Board of Directors adapt to changing fiscal and human resources.

**1) GENERAL ADMINISTRATION**

Develops short- and long-range downtown development plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates activities with other departments and agencies as needed.

Provides technical information on downtown development issues, programs, services and plans.

Makes presentations to officials, boards, commissions, civic groups and the general public.

Prepares and maintains information on utilities, taxes, zoning, transportation, community services, financing tools, etc.; responds to requests for information for downtown development purposes; prepares data sheets and other information.

Monitors local, state and federal legislation and regulations relating to downtown development and reports findings, trend and recommendations to the DDA Board.

Serves as a liaison between the local government and the chamber of commerce, merchants' associations, economic development districts, redevelopment agencies, and other public, private or nonprofit groups and

associations interested in downtown development.

Prepares monthly meeting agenda for DDA Board of Directors, including a written report for each agenda item, and takes and prepares meeting minutes.

Prepares a variety of studies, reports and related information for planning and /or decision-making purposes

Prepares graphics, charts, tables, promotional materials, etc. for downtown development activities.

## 2) **MAIN STREET PROGRAM**

Coordinates the activities of the Main Street Program, ensuring that communication among its standing committees is well-established, assists in the preparation of the annual work plan

Manages all administrative aspects of the Main Street Program, including purchasing, record-keeping, budget development and reporting of key statistics

Develops economic development strategies that are based on historic preservation in conjunction with the DDA Board of Directors and the four Main Street Committees

Develops and conducts on-going public awareness and education programs to foster a greater understanding of the program's goals and objectives

Assists individual tenants or property owners with physical improvement projects through personal consultation and/or assistance in locating appropriate resources

Assesses the capacity of the DDA's fiscal and human resources to carry out goals and objectives; provides advice and information in regard to successful program management, encourages a cooperative climate with numerous stakeholders and officials

Advises organizations engaged in downtown revitalization efforts on program activities; helps coordinate joint activities such as events or promotions

Approach design issues as a means to create and preserve the functionality, attractiveness and pedestrian-friendliness of the downtown district through appropriate activities such as streetscaping, landscaping, architecture, public art, and signage and building guidelines

Approach economic development issues as a means to retain existing businesses and to attract new or expanded businesses to the downtown district through appropriate activities such as market analysis, economic incentives, business recruitment, and business education and assistance programs

Approach promotional issues as a means to increase awareness about the downtown district and its assets and businesses, to increase foot traffic and to give businesses exposure through appropriate activities such as marketing, web site development and retail promotions

Approach organizational issues as a means to identify and recruit prospective volunteers, committee members and board members, to recognize volunteer contributions, to foster public awareness about the DDA, its mission and goals and its accomplishments through appropriate activities such as volunteer management and public relations efforts

## **PERIPHERAL DUTIES**

Attends professional development workshops and conferences to keep updated on trends and developments in the field of downtown development.

### **DESIRED MINIMUM QUALIFICATIONS**

Education and Experience:

- A. Graduation from an accredited four-year college or university with a degree in urban planning, business or public administration, marketing, or a related field, and
- B. Two (2) years related experience; or
- C. Any equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

- A. Considerable knowledge of business, economic and downtown development; working knowledge of municipal zoning and infrastructure; working knowledge of planning programs and processes.
- B. Skill in the operation of the listed tools and equipment.
- C. Ability to communicate effectively orally and in writing with industrialists, architects, contractors, developers, owners, businesspersons, supervisors, employees, and the general public; Ability to establish effective working relationships.

### **SPECIAL REQUIREMENTS:**

Valid State of Michigan driver's license, or ability to obtain one.

### **TOOLS AND EQUIPMENT USED**

Personal computer, including word processing; motor vehicle; calculator; telephone; copy and fax machine.

### **PHYSICAL AND COGNITIVE DEMANDS**

The physical and cognitive demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments and construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is constantly required to speak, hear and see. The employee is frequently required to walk. The employee is occasionally required to stand or sit; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 5 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, or airborne particles.

The noise level in the work environment is usually quiet in the office, and moderate in the field.

### **SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.