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**SPECIAL STUDY SESSION MEETING AGENDA**

**1. ROLL CALL**

**Roll Call**

**2. APPROVAL OF AGENDA**

**3. PUBLIC COMMENT**

**4. PRESENTATION**

**A. 2014 Founders 50Th Anniversary Festival**

**5. DISCUSSION**

**A. Proposed Kimco Site Plan**

**6. BUSINESS ITEM**

**A. Consideration to Approve Construction Estimate No. 8 and Change Order No. 5 for the 2013 Streetscape & Utilities Improvements**

**7. BUSINESS ITEM**

**1. Consideration to Approve Second Amendment to the Sale of Land Agreement with Balfour Farmington LLC for the Purchase of the Old 47Th District Courthouse Property**

**8. BUSINESS ITEM**

**1. Consideration to Renew Qualified Voter Agreement with Michigan Department of State**

**9. DISCUSSION**

**1. Parking Authority**

**10. CITY MANAGER UPDATE**

**11. COUNCIL COMMENT**

**12.CLOSED SESSION - LABOR NEGOTIATION**

**13.ADJOURNMENT**

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
April 7, 2014

**Reference  
Number  
(ID # 1528)**
**Submitted by:** Vincent Pastue, City Manager

**Description:** 2014 Founders 50Th Anniversary Festival

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

Mary Engelman and Janet Bloom with the Greater Farmington Area Chamber of Commerce will present an overview of the 2014 Event. It is the intent of City Administration to formally present a resolution to the City Council at the April 21<sup>st</sup> regular meeting to approve the event layout, closing of Grand River for the parade, and authorization to apply for a temporary liquor license for both the Alley Regally and the Entertainment Tent.

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

Vincent Pastue      Pending  
City Manager      Pending  
City Council Pending

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
April 7, 2014

**Reference  
Number  
(ID # 1529)**
**Submitted by:** Vincent Pastue, City Manager

**Description:** Proposed Kimco Site Plan

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

Herschman Architects of Cleveland, Ohio, on behalf of Kimco Realty, will present a proposed site plan that would demolish approximately 28,000 square feet of their existing main building and reconstruct it to serve a tenant that would operate a market with fresh produce, meats, and general food products; it is not a typical grocery store. Kimco would need City approval through the planned unit development (PUD) process for this project which is why it is being presented to the City Council. City Administration requests that the City Council listen to the presentation, ask questions regarding the proposed project and how this fits into their long-term vision for the center but that it is too early to begin any negotiations

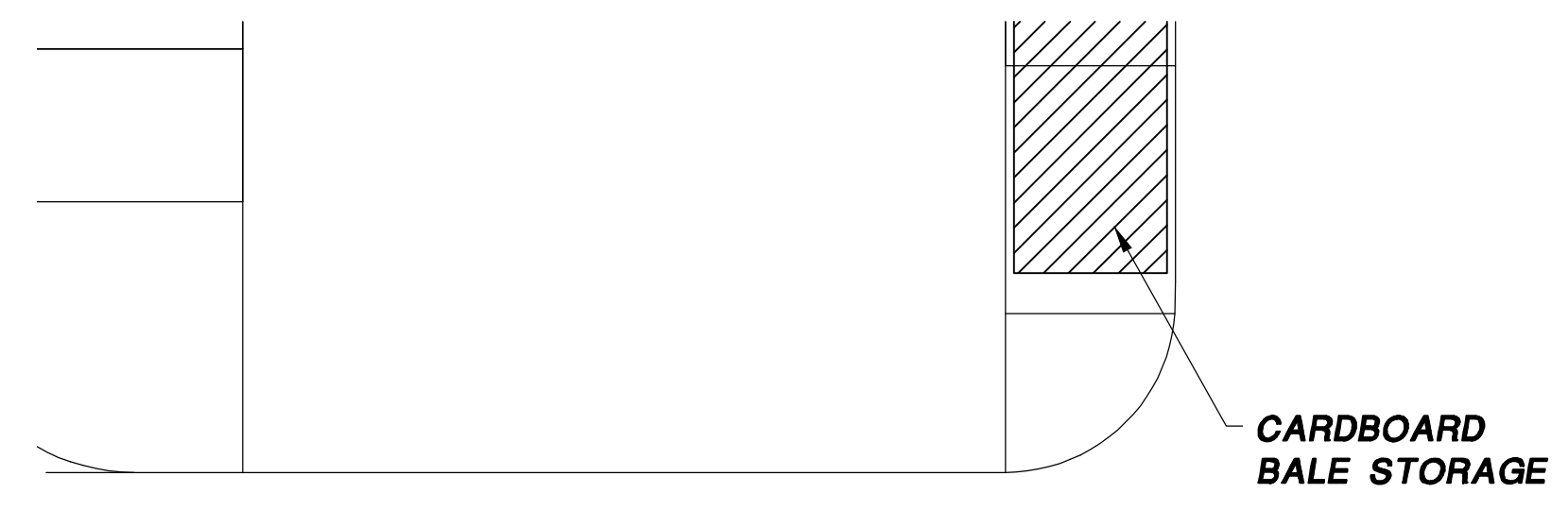
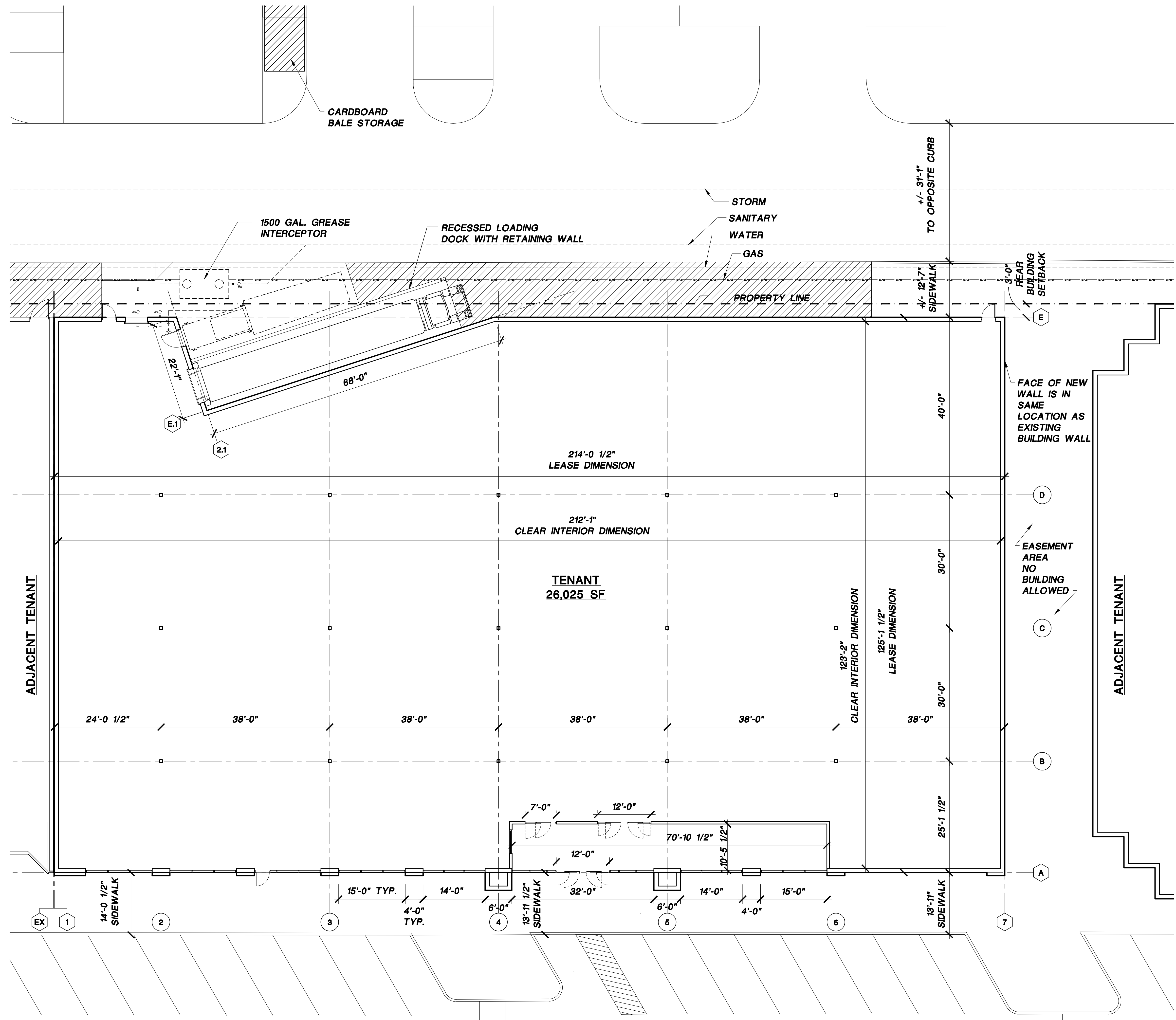
**Agenda Review**
**Review:**

Vincent Pastue      Pending  
City Manager      Pending  
City Council Pending









Design and construction documents as instruments of service are given in confidence and remain the property of Herschman Architects. The use of this design and these construction documents for purposes other than the specific project named herein is strictly prohibited without expressed written consent of Herschman Architects, Incorporated.

Date	Issue
03-11-14	PRELIM P&Z

Drawn By: JSV  
Project No.: 13300

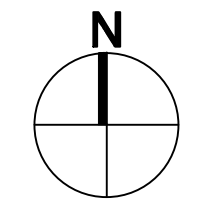
**FARMINGTON, MI**  
DOWNTOWN FARMINGTON CENTER  
23300 FARMINGTON RD.  
FARMINGTON, MI 48336



25001 EMERY ROAD, SUITE 400  
CLEVELAND, OH 44128  
TEL (216) 223-3200  
FAX (216) 223-3210  
www.herschmanarchitects.com

**LOD**

**FLOOR PLAN**  
3/32" = 1'-0"



Attachment: Kimco - Proposed Floor Plan (1529) : Proposed Kimco Site Plan

Job: P&Z ADJACENT Kimco Ready Corporation 13300 Farmington, MI Lease Exhibit Viewed: Thru 3/24/14 02:05: LOD: 3/14/14 02:05: LOD: Rev  
Drawn: Blythe Pink



Design and construction documents are instruments of service and remain the property of the architect. The use of these documents for purposes other than the specific project named herein is strictly prohibited without expressed written consent of Dushan Bouček, Architect.

Date	Issue
03-10-14	PRELIM P&Z

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Drawn By: MDP  
Project No.: 13800

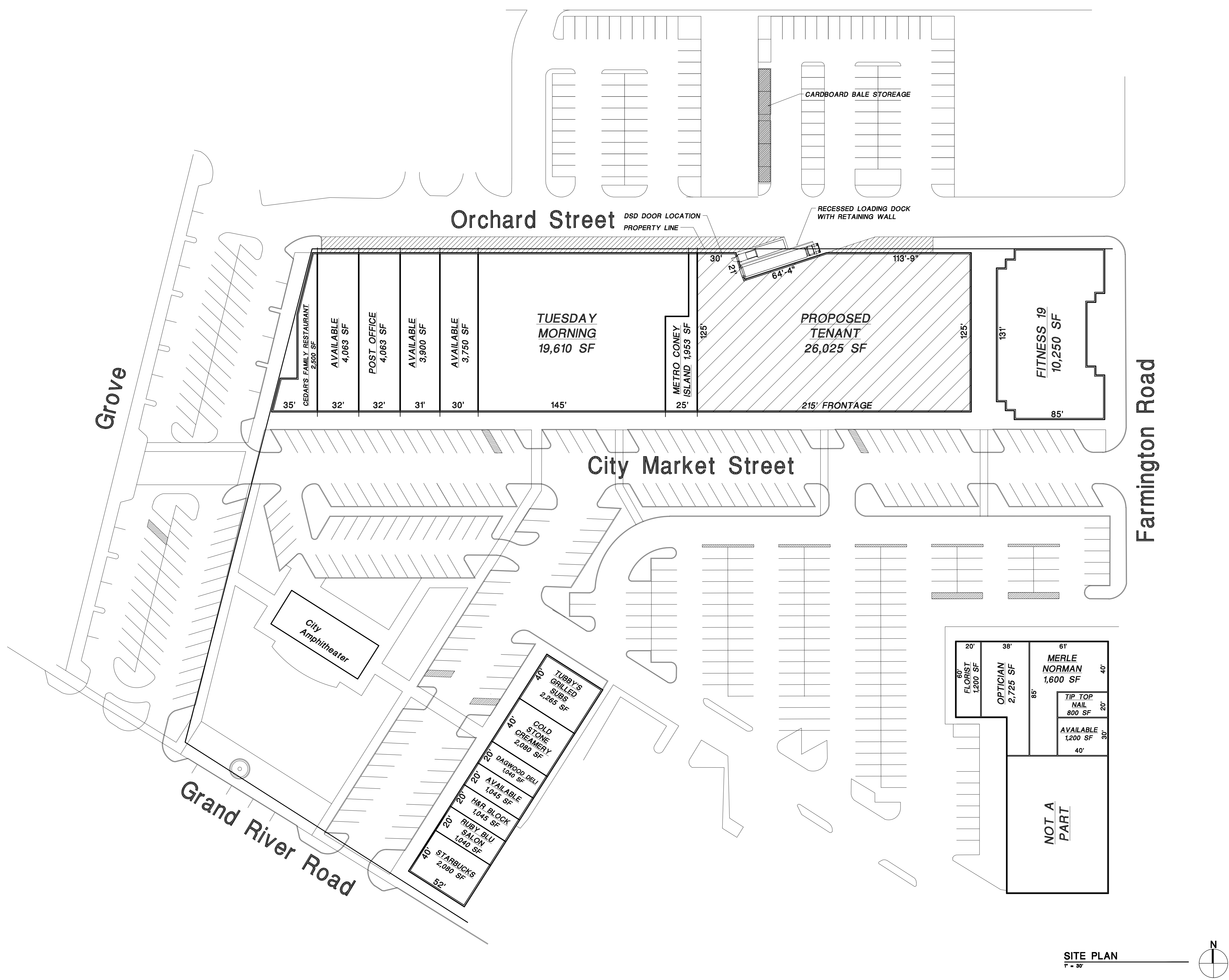
# FARMINGTON, MI

DOWNTOWN FARMINGTON CENTER

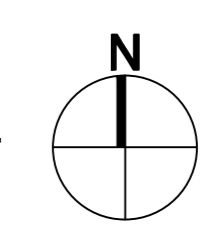


DUSHAN BOUCHEK ARCHITECT  
25001 EMERY ROAD, SUITE 400  
CLEVELAND, OH 44128  
TEL: (216) 223-3200  
FAX: (216) 223-3210  
www.herschmanarchitects.com

## SITE



**SITE PLAN**  
1" = 30'



## Farmington City Council Staff Report

**Council Meeting Date:**  
April 7, 2014

**Reference  
Number  
(ID # 1530)**

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

**Description:** Consideration to Approve Construction Estimate No. 8 and Change Order No. 5 for the 2013 Streetscape & Utilities Improvements

**Requested Action:**

Move to approve construction estimate #8 with Warren Contractors in the amount of \$298,431.49 and approve change order #5 increasing the contract amount by \$54.20.

**Background:**

This item was pulled from the March 17, 2014 regular agenda regarding questions over remaining work under the contract, punch list items, and retainage.

At the March 18, 2013 meeting, the City Council approved a construction contract with Warren Contractors in the amount of \$1,988,168.20 for the Grove Street Project and the Warner/Oakland Street Project. Attached is construction estimate #8 for the project in the amount of \$298,431.49 for work completed from December 9, 2013 through February 28, 2014. The pay application includes items of work that are a result of final field measurements, as well as additional items of work that was performed by the contractor, which were negotiated and agreed to and incorporated into the various change orders. The construction estimate includes releasing \$40,589.52.

Change Order #5 increases the contract amount by \$54.20. The change order represents balancing contract unit amounts to actual field verification. Overall, the contract has been reduced by \$58,965.42 from the original approval last March. The City engineer's Orchard Hiltz & McCliment (OHM) have reviewed the construction estimate and recommends approval.

The remaining items of work under the contract that remain include the following along with the estimate cost. The remaining contract amount is approximately \$21,500.

- Installation of decorative drains in the brick pavers walk on the east side of Warner by the church - \$4,720
- Installation of Seat-wall on Warner in front of LTA - \$2,500
- Replace the brick pavers at the SW corner of Grand River/Grove with the correct chamfered pavers - \$0
- Place polymeric sand for the brick pavers north of the Grand River/Grove intersection
- Frost Free Slab at Los Tres Amigo - \$2,500 (Extra Outside of Contract)
- Miscellaneous restoration touch-up - \$3,000
- Seal coating parking lot back of TJ Maxx - \$4,700
- Striping parking lot back of TJ Maxx - \$1,500
- 2nd Application of Pavement Markings - if city wants this done - \$5,000
- Traffic Loop at Grove and Grand River Intersection - \$580.25
- Punch List Items (See Attached List)



Agenda Item (ID # 1530)

Meeting of April 7, 2014

**Financial Summary** - Contained below is a summary of the contract amount thru February 28, 2014. Please refer to OHM Construction Estimate for the referenced line items.

Contract Amount after Change Order #5 (Line Item A)	\$1,929,202.78
Project Completed thru February 28, 2014 (Line Item B)	<u>1,907,689.61</u>
Difference (See Remaining Items Above)	\$ 21,533.17

Retainage Held after Construction Estimate #8 (Line Item C) \$ 30,000.00

### Agenda Review

**Review:**

Vincent Pastue Pending

City Manager Pending

City Council Pending

## 2013 Farmington Streetscape

### Punch list as of 03/28/14 - Chuck

#### Warner St.

1. Clean out all debris out of ALL Structures
2. Tuck point all structures that were adjusted. (Sanitary, Storm, Water main. D-Boxes)
3. Install 3 drains on the east side in brick sidewalk per work order @ Methodist Church.
4. Reset all gas locate boxes to grade.
5. Trim all of the tree branches that were hit during construction that are hanging.
6. Repair sprinkler heads at House #23724 Warner in the spring. \*Note – System is shut off for winter.
7. Remove all barrel, barricades and temporary signs from job site and from parking lot and from Shiawasse St.
8. Reinstall the “Stop Sign” on the southwest corner of Thomas St. and Warner St. Sign was installed at an angle.
9. Remove the guy wire and anchor in 3<sup>rd</sup> planter bed on the east side of Warner St. between Grand River and Thomas St. per plan sheet 28-REV.
10. Remove the guy wire on the northeast corner of Warner St. at Thomas St. per plan sheet 28-REV
11. Install salvaged speed limit sign at Sta. 27+50 on west side of road.
12. Reset parking blocks in parking lot where construction equipment was parked.
13. Reinstall the lights that were removed and refurbished along the east and west side of roadway per plan.
14. Check all curb stops for operation

2013 Farmington Streetscape Project Punch List – March 28, 2014

**Oakland St.**

1. Remove concrete from all water service boxes in driveways.
2. Trim all of tree branches that were hit during construction that are hanging.
3. Repair sprinkler at House #33221 Oakland (new heads installed need to connect to existing sprinkler when water is turned back on).
4. Install tree in open space at Funeral Home on the south side of roadway.
5. Clean out all debris out of ALL Structures
6. Tuck point all structures that were adjusted. (Sanitary, Storm, Water main. D-Boxes)
7. Reset all gas locate boxes to grade located on the north side of roadway.
8. On the south side of Oakland St. in the sidewalk there is a gas riser pipe that needs to be adjusted lower or removed.
9. Top soil, seed and mulch at House # 33309 Oakland St. around the water box.
10. Top soil, seed and mulch at House # 33315 Oakland St. around the water box.
11. Check all curb stops for operation

**Los Tres Amigo's**

1. Remove the existing handicapped parking sign mounted on building that is in the wrong location
2. Install 2 handicapped parking on building in the marked spots.
3. Repair the concrete along the new wall. Foot prints need to be rubbed out.
4. Repair the broken planter curb on the north side of the north approach. The corner has been chipped out.
5. Saw cut the joints in the ADA ramp that was corrected.

2013 Farmington Streetscape Project Punch List – March 28, 2014



6. Remove the plastic cap for the clean out in parking lot and replace with a flat cover.
7. Remove the paper on the sauna tube for the receptacle in planter area at the entrance of Los Tres Amigo's.
8. Paint the gutter drains to match the gutter color.
9. Move the tree on the south side of Thomas 6 ft. to the west. This tree is too close to the lamp post.

### **Grove St.**

1. Electrical inspection in the control panel along Orchard St. for lights and receptacles.
2. Restoration needs to be completed where there were gas services repaired along Orchard St.
3. Supply some cleaning recommendations to the City of Farmington for removing tack from the stamped concrete walkways and supply maintenance recommendations to the City of Farmington for these walkways.
4. In the center island in the planter area there are cars running up over curb and damaging the plants in this area. Discuss with Matt Parks (OHM) on how to handle covering these cost to repair.
5. Remove the sand line along the planter curb at the center crosswalk at the ADA ramps.
6. All of the drip lines for the irrigation in the planter areas need to be covered by the mulch. There are some areas that the poly pipe is laying on top of the mulch.
7. There are holes in the brick paver areas that need to be covered. These holes were left for the building contractor to install the new canopy's that are to be installed but have not been completed. This is Charlie's item/
8. There are 3 decorative sign posts in the sidewalk in front of the Dress Barn that need to be sealed again. The sealant from previous has failed.

9. The center island at the intersection of Grove St. and Grand River Ave. need to have sign installed and landscaping completed and restored. The sign is Charlie's responsibility. The rest of the work needs to be completed after sign is installed.
10. Bollards in front of the Dress Barn need to be flush with the brick pavers. Currently they are above the brick pavers by approximately 2-3" and the Far East bollard is crooked.
11. The fence in front of Dress Barn needs to have the new sleeves installed to raise the panels to be above the mulch.
12. There is a fence section that was left at the Cedars restaurant that is in the planting area.
13. The grease bin behind the Cedars restaurant needs to have slag stone installed around bin. City of Farmington has agreed to install this slag stone.
14. There is a transformer that was left to on the topsoil that needs to be either removed or placed back into box.
15. Both mast arms need to be touched up with paint. There are deep scratches in the mast arm standard from installation.



ARCHITECTS. ENGINEERS. PLANNERS.

March 12, 2014

Mr. Chuck Eudy  
DPW Superintendent  
City of Farmington  
33720 W. 9 Mile Road  
Farmington, Michigan 48335

Regarding: 2013 Streetscape & Utilities Improvements  
OHM Job No. 0111-11-0163

Dear Mr. Eudy:

Enclosed is Construction Estimate No. 8 with the Contractor's Declaration for the referenced project. This estimate includes the previously submitted Change Order No.5 which is pending formal approval from the City.

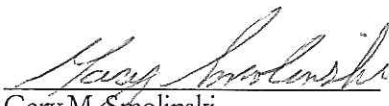
Warren Contractors & Development Inc. has completed the work shown on the attached construction estimate for the period ending February 28, 2014 and we would recommend payment to the Contractor in the amount of \$298,431.49 which includes the partial release of previously held retainage.

The itemization of the Total Earnings This Period is as follows:

Breakdown by Category:

Category – Grove Street: General	\$2,056.97
Category – Grove Street: Water Main	\$0.00
Category – Grove Street: Paving	\$3,656.29
Category – Grove Street: Streetscape	<u>\$171,461.99</u>
<b>Grove Street Total this Estimate:</b>	<b>\$177,175.25</b>
Category – Warner St. & Oakland Ave: General	\$17,322.70
Category – Warner St. & Oakland Ave: Water Main	\$6,993.55
Category – Warner St. & Oakland Ave: Sanitary	\$4,877.46
Category – Warner St. & Oakland Ave: Paving	\$21,547.03
Category – Warner St. & Oakland Ave: Streetscape	<u>\$29,925.98</u>
<b>Warner St. &amp; Oakland Ave Total this Estimate:</b>	<b>\$80,666.72</b>

Sincerely,  
OHM Advisors

  
Gary M. Smolinski  
Construction Manager

cc: Warren Contractors & Development, Inc., 14979 Technology Drive, Shelby Township, MI 48315  
Matt Parks, P.E., OHM  
File

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OHM Advisors  
34000 PLYMOUTH ROAD T 734.522.6711  
LIVONIA, MICHIGAN 48150 F 734.522.6427 OHM-Advisors.com

**Attachment: Construction Estimate 8 (1530 : Consideration to Approve Construction Estimate No. 8 and**





# CONSTRUCTION ESTIMATE

ORCHARD, HILTZ & McCLIMENT, INC.  
 34000 Plymouth Road  
 Livonia, MI 48150

p: (734) 522-6711  
 f: (734) 522-6427  
 w: ohm-advisors.com

PROJECT: Farmington - 2013 Streetscape & Utility Improvements

Job Numbers: 0111-07-0063  
 0111-11-0163

Estimate Number: 8  
 Period End Date: 02/28/2014 13:42:00  
 Estimate Status: Approved  
 Contract Start Date: 05/02/2013  
 Contract End Date: 10/15/2013  
 Contract Duration: 166 days  
 Print Date: 03/11/2014 16:01:06

OWNER: City of Farmington  
 33720 W 9 Mile Rd  
 (248) 473-7250  
 Farmington, MI 48335

CONTRACTOR: Warren Contractors & Development, Inc.  
 14979 Technology Drive  
 586-323-3350  
 Shelby Township, MI 48315

STATUS: On Schedule

\*Retainage: Lump Sum

Original Contract Amount: \$1,988,168.20  
 Change Orders: (\$58,965.42)  
 Current Contract Amount: \$1,929,202.78

A) Changes due to CO No. 1 : (\$36,583.69)  
 B) Changes due to CO No. 2 : \$507.81  
 C) Changes due to CO No. 3 : (\$84.26)  
 D) Changes due to CO No. 4 : (\$22,859.48)  
 E) Changes due to CO No. 5 : \$54.20  
 \$(58,965.42)

Earnings this Period: \$257,841.96  
 Earnings to Date: \$1,907,669.61  
 Previous Retainage: \$70,589.52  
 Retainage this Estimate: (\$40,589.52)  
 Less Total Retained to Date (Lump Sum): \$30,000.00  
 Net Earned: \$1,877,669.61  
 Previous Estimates: \$1,579,238.12  
 Amount Due Contractor: \$298,431.49

Amount Due Contractor includes \$40,589.52 of retainage previously held.

Prepared By:

Gary Smolinski  
 Gary Smolinski, Construction Manager, Orchard, Hiltz & McCliment, Inc.

Date: 2/11/14

Approved By:

Chuck Eudy for Chuck Eudy  
 Chuck Eudy, DPW Superintendent, City of Farmington

Date: 3/12/14

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

December 7<sup>th</sup>

to

February 28

A.D., 20 14

performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from City of Farmington or his agents, in addition to the regular items set forth in the Contract numbered D11-11-0160 and dated May 2 A.D., 20 13 for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: March

By:

*Nick Cerullo*

Title: Nick Cerullo Project Manager

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
April 7, 2014

**Reference  
Number  
(ID # 1531)**
**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Approve Second Amendment to the Sale of Land Agreement with Balfour Farmington LLC for the Purchase of the Old 47Th District Courthouse Property

**Requested Action:**

Move to approve second amendment to the sale of land purchase agreement with Balfour Farmington LLC extending the period to submit a planned unit development application through May 31, 2014.

**Background:**

City Administration is recommending a second extension to the sale of land agreement with Balfour through May 31, 2014. At this point, they have completed their environmental analysis and will be preparing a baseline environmental assessment. They have completed their site survey as well. This extension provides Balfour an additional 60 days to present their planned unit development application.

It is safe to say that all parties wish the project moved at a quicker pace. However, City Administration's recommendation to extend the sale of land agreement is based on the following:

- Balfour has already committed a considerable amount of money toward the environmental analysis, site survey, legal costs, and architectural fees associated with the concept plans. Recently completed work indicates they are still committed;
- The \$425,000 purchase offer for the property was substantially higher than the next bidder by almost \$200,000;
- The property tax yield for this project was substantially greater than the projection of the other proposals; and
- It is a use that would be compatible with the adjoining residential area.

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

Vincent Pastue      Pending  
City Manager      Pending  
City Council Pending



**SECOND AMENDMENT TO SALE OF LAND AGREEMENT**

This Second Amendment To Sale of Land Agreement (“Amendment”) is entered into as of April \_\_, 2014, by and between the City of Farmington, a Michigan municipal corporation (“City”) and Balfour Farmington LLC, a Michigan limited liability company (“Balfour”).

**RECITALS:**

**A.** City and Balfour entered into a Sale of Land Agreement, dated October 2, 2013, (the “Agreement”) for the purchase and sale of certain improved real property, which is the former location of the 47<sup>th</sup> District Court and which is more particularly described in the Agreement (the “Property”).

**B.** City and Balfour amended the Sale of land Agreement on December \_\_, 2013, to extend the times for performance thereunder.

**C.** The parties desire to amend the Agreement to further extend the time for performance in the manner set forth below.

**THEREFORE**, the parties agree as follows:

1. **Submission of PUD Application; Extension of Approval Period.** Paragraph 4 of the Agreement is amended to read as follows:

Provided that Balfour has not terminated this Agreement under Paragraphs 3 or 5, as soon as possible, but in no event later than May 31, 2014, Balfour agrees, at its sole cost and expense, to fully and completely submit an application for approval of a Planned Unit Development ("PUD") on the Property that complies with City ordinance requirements for PUDs and that contains all plans, maps, elevations, details and information required under the City's Zoning Ordinance and other applicable ordinances. Such application for PUD approval shall substantially conform to the conceptual plans and narrative submitted as part of the Proposal submitted by Balfour to the City, attached hereto as **Exhibit B**, which contemplates a Memory Care/Alzheimer's facility of around 50 - 60 beds and between 40 - 50 units; provided, however, that the City has also been informed that Balfour may determine to seek approval for an alternative use that also includes assisted living units, which would increase the number of units on the site, but that would not alter the basic function and appearance of the development, as described in the letter from Cypress/Balfour dated September 20, 2013, attached as part of Exhibit B. Following submittal of such application, Balfour shall supplement its application materials as necessary to address issues, if any, raised by the Planning Commission and City Council upon review and shall continuously pursue approval of said PUD. In the event Balfour at any time fails to comply with this paragraph following the execution of this Agreement, after giving Balfour notice and thirty (30) days to cure, the City may declare this

Agreement to be without further force and effect and the Security Deposit shall be forfeited as liquidated damages to the City as its sole and exclusive remedy. City agrees to process and review Balfour’ submittals on a timely basis in accordance with applicable laws and ordinances. In the event Balfour and City comply in good faith with this provision, but the PUD is not approved by September 2, 2014, either party may declare this Agreement to be without further force and effect in a written notice to the other party and Balfour shall receive a full reimbursement from the City of the Security Deposit as its sole and exclusive remedy. For purposes of the foregoing, the PUD shall be deemed approved when the City Council adopts a resolution approving Balfour’ final PUD plan and a PUD Agreement that is mutually satisfactory to Balfour and City. The PUD Agreement shall provide that the Property shall be developed in accordance with its provisions and the PUD plan, that the PUD approval and PUD Agreement are binding on Balfour and its successors and assigns, and that it shall be recorded at the Oakland County Register of Deeds and run with the land.

3. **Conditions Precedent.** Paragraph 6 of the Agreement is amended to provide that the time period for satisfying or waiving the Conditions Precedent specified in Paragraph 6 of the Agreement is extended to September 2, 2014.

4. **Ratification.** Except to the extent modified by this Amendment, the terms and provisions of the Agreement shall remain in full force and effect.

5. **Counterparts; Signatures.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. For purposes of this Amendment, a facsimile signature or an electronically transmitted copy of a signature shall be deemed the same as an original.

This Amendment has been executed by the parties as of the dates set forth below.

“CITY”

City of Farmington,  
a Michigan municipal corporation

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

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

**“BALFOUR”**

Balfour Farmington LLC,  
a Michigan limited liability company

By: \_\_\_\_\_

Its: Member

Attachment: Second Amendment to Balfour Purchase Agreement (1531 : Consideration to Approve Second Amendment to Sale of Land

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
April 7, 2014

**Reference  
Number  
(ID # 1532)**

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

**Description:** Consideration to Renew Qualified Voter Agreement with Michigan Department of State

**Requested Action:**

Move to approve renewal of Qualified Voter agreement with Michigan Department of State

**Background:**

The City Clerk's Office is requesting renewal of an agreement with the Michigan Department of State to provide computers to maintain the City's election records through the State network. In order to receive new computers for this purpose, it is necessary to renew the agreement.

**Agenda Review**

**Review:**

**Vincent Pastue      Pending**

**City Manager      Pending**

**City Council Pending**



**STATE OF MICHIGAN  
MICHIGAN DEPARTMENT OF STATE AND THE  
CITY OF FARMINGTON  
GRANT AGREEMENT**

**QUALIFIED VOTER FILE (QVF) ORACLE/EQUIPMENT UPGRADE  
PROJECT**

**FUNDED BY HELP AMERICA VOTE ACT (HAVA), TITLE II, SECTION 251**

This Grant Agreement is between the Michigan Department of State ("Department") and **City of Farmington** ("Grantee"). This document shall constitute the Grantee's agreement for the receipt of federal financial assistance provided to the Department under the provisions of Title II, Section 251, of the Help America Vote Act (HAVA), CFDA 90.401. The Department refers to this program as the QVF Oracle/ Equipment Upgrade Project.

The purpose of this grant is to upgrade the Qualified Voter File infrastructure to meet the objectives of Michigan's HAVA State Plan. In order to meet this objective, the Department must replace remote workstations for certain QVF local sites throughout the state and upgrade these sites to a more current version of the Microsoft Windows Operating System as well as the Oracle database management system. Both the current systems are facing end of life and are no longer supported.

**1. Grant Period:**

Original Grant Agreements must be signed and returned by April 4, 2014. **No photocopies, faxed copies, or altered Grant Agreements will be accepted.**

Grant Agreements should be returned to:

Zada Schriener  
Michigan Department of State  
Financial Services Division  
430 West Allegan, 4th Floor  
Lansing, MI 48918

**2. Program:**

This program provides a QVF system upgrade in 2014. A system upgrade consists of one QVF server using the Windows 7 operating system, and Oracle database software. For a list of technical specifications, please refer to the attachment A.

The equipment covered by this Grant Agreement will replace only current QVF system (s); any non-QVF software that has been locally installed on the current equipment will not be replaced. Although other uses are acceptable, the primary use of the equipment covered by this Grant Agreement must be QVF related. If this equipment is no longer used for QVF activities, the Grantee must request disposal instructions from the Department.

**3. Equipment:**

This program is a one-time purchase of computer equipment used by certain jurisdictions to access the QVF. This program includes only the equipment described in attachment A. The purchase and maintenance of additional workstations, laser printers and other peripheral equipment not included in this Grant Agreement remain the sole responsibility of each QVF site. Maintenance of the equipment included in this program is the sole responsibility of each QVF site once any applicable warranties expire.

**4. Performance:**

The Department will review and, once approved, provide the Applicant with a copy of a fully executed Grant Agreement signed by a signatory from the **City of Farmington** and the Department of State. The Department and or a designated representative will process all system orders. The Department will also coordinate the installation of these systems. Upon installation the Grantee must confirm the completion of the installation on a form provided by the Department.

**5. Ownership:**

Any equipment and software purchased pursuant to this Grant Agreement is the property of the Grantee. The jurisdiction is responsible for removing all QVF related software as well as all sensitive data prior to disposal.

**6. Records Maintenance and Retention:**

The Grantee will maintain a copy of all records pertaining to this program for a period of not less than six years from the date of the Department's final expenditure report to the federal government, or until any litigation or audit findings have been resolved. The Grantee must perform a physical inventory of the property and reconcile it with property records every two years.

**7. Mandatory Conditions:**

**Laws**

This is a State of Michigan Grant Agreement and is governed by the laws of the State of Michigan. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

**Validity**

This Grant Agreement is valid upon approval by the State Administrative Board and approval and execution by the Department.

**Funding**

This Grant Agreement is subject to and contingent upon the availability and appropriation of federal funds and any necessary State appropriation.

**Costs**

The State will not assume any responsibility or liability for costs incurred in relation to this Grant Agreement.

**Cancellation**

The Department may cancel this Grant Agreement upon failure to comply with the terms of the grant.

**Entire Agreement**

This Grant Agreement shall represent the entire agreement between the Department and Grantee regarding HAVA funding for QVF infrastructure upgrades, and supersedes any prior oral or written agreements, and all other representations between the parties relating to this subject.

**Adherence to Terms**

The failure of a party to insist upon strict adherence to any term (s) of this Grant Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the Grant Agreement.

**8. Administration of Agreement:**

Questions regarding the completion and submission of this Grant Agreement or the upcoming purchase process should be directed to David Tarrant at (517) 373-2543 between 8 AM and 5 PM weekdays or by email at [tarrantd2@Michigan.gov](mailto:tarrantd2@Michigan.gov).

The Grant Administrator on behalf of the Department for this grant application and the final Grant Agreement will be:

Timothy Hanson, Director  
Program Development Division  
Bureau of Elections  
P.O. Box 20126  
Lansing, MI 48901-0726  
HansonT@Michigan.gov

All questions, comments and correspondence regarding this grant process and this Grant Agreement must be submitted in writing to the Grant Administrator.

**9. Certification/Signature:**

The following signatory certifies s/he is authorized to sign and bind the **City of Farmington** to this Grant Agreement. Further, the person signing has reviewed and agrees to the conditions as outlined in this grant, and has personally examined and is familiar with the information submitted herein, as well as the requirements of the Help America Vote Act under which this grant has been submitted.

For the (Oakland County/City of Farmington):

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For the State of Michigan, Department of State:

\_\_\_\_\_  
Cindy Paradine  
Financial Services Division

\_\_\_\_\_  
Date

Attachment: QVF Agreement (1532 : Consideration to Renew Qualified Voter Agreement)



**ATTACHMENT A****QUALIFIED VOTER FILE INFRASTRUCTURE UPGRADE****TECHNICAL SPECIFICATIONS**

Base PC:	OptiPlex 7010 Desktop, Core i5-3470
Memory:	4GB non-ECC DDR3 (1 Dimm)
Keyboard:	USB Mouse/Keyboard
Hard Drive:	250GB HD
Operating System:	Windows 7 Enterprise 64-bit
CD/DVD-ROM:	DVDRW
Software:	Oracle Database Version 11g, QVF
Antivirus:	Symantec Endpoint Protection

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
April 7, 2014

**Reference  
Number  
(ID # 1533)**
**Submitted by:** Vincent Pastue, City Manager

**Description:** Parking Authority

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

One of the goals identified in the 2014-2015 Work Plan was to establish a parking authority. I requested the City Attorney to review existing statutes to see what such an authority may look like. Their research did not find any statutes that grant special responsibilities to a "Parking Authority". That does not mean you cannot establish a "Parking Authority"; it just means it would be established by City ordinance along with the powers granted therein.

There are a number of questions that need to be asked to start the discussion.

1. What is its purpose? Is it to be a planning group or one that is also included with operations and enforcement? This is a critical question because it will drive much of the ordinance development. I think the planning aspect of it is pretty straight forward. The operations can get more involved. Hypothetically, would the authority be operationally responsible for a parking deck, meters, and/or way finding signs. Enforcement would need to be handled in conjunction with the Public Safety Department.
2. What is the member composition? For example, is it to be dominated by local business interest or a combination of staff and elected officials? Could or should it be a subgroup of the DDA so that parking along with other development planning is coordinated?
3. Assuming there is operational and enforcement responsibility, should there be a separate grant to hire/fire employees or enter into contractual arrangements? This would require a separate fund with self-balancing set of accounts.

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

Vincent Pastue      Pending  
City Manager      Pending  
City Council Pending