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**REGULAR MEETING AGENDA**

**1. CALL TO ORDER**

**Roll Call**

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENT**

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

- A. Minutes of the City Council - Special - Sep 15, 2014 6:00 PM**
- B. Minutes of the City Council - Regular - Sep 15, 2014 7:00 PM**
- C. Minutes of the City Council - Special - Sep 29, 2014 6:00 PM**
- D. Farmington Monthly Payments Report, September 2014**
- E. Public Safety Monthly Report, September 2014**
- F. Consideration to Accept Resignations of James McGlincy from the Farmington Area Arts Commission and Erica Reaves from the Children, Youth and Families Commission**
- G. Consideration to Approve Increase in the Hours for Civic Theater Assistant**
- H. Consideration to Schedule Program Year 2015 Community Development Block Grant Application Public Hearing**
- I. Consideration to Approve Payment to Pipeline Management Co. for Sewer Video and Cleaning Services**

**5. APPROVAL OF REGULAR AGENDA**

**6. PRESENTATION/PUBLIC HEARINGS**

- A. Public Hearing - Farmington Grand River Corridor Improvement Authority's Development and Tax Increment Financing Plan**

**B. Presentation - Greater Farmington Area Chamber of Commerce, Holly Days**

**7. UNFINISHED BUSINESS**

**A. Consideration to Approve Detroit Water and Sewer Department (DWSD) Master Sewer Contract**

**8. NEW BUSINESS**

**A. Consideration to Adopt Resolution Approving 2015 City Council Meeting Dates**

**B. Consideration to Approve Planned Unit Development (PUD) Concept Plan and Agreement with Grand River Project LLC for Redevelopment of K-Mart Site**

**C. Consideration to Approve Theater License Agreement with TUGG, Inc.**

**D. Consideration to Approve Purchase of New Street Sweeper for Public Works Department**

**E. Consideration to Make Appointments to the Farmington/Farmington Hills Emergency Preparedness Commission**

**9. DEPARTMENT HEAD COMMENTS**

**10.COUNCIL COMMENT**

**11.ADJOURNMENT**



Special City Council Meeting  
6:00 PM, MONDAY, SEPTEMBER 15, 2014  
Maxfield Education Center  
32789 Ten Mile Rd  
Farmington, MI 48336

DRAFT

**SPECIAL MEETING MINUTES**

A Special meeting of the Farmington City Council was held on September 15, 2014, in Maxfield Education Center, 32789 Ten Mile Rd, 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. ROLL CALL**

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**

- Superintendent Eudy
- Director Christiansen
- City Clerk Halberstadt
- Attorney Saarela
- Treasurer Weber

**2. APPROVAL OF AGENDA**

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

**3. PUBLIC COMMENT**

No public comment was heard.

**4. REVIEW OF MASTER SEWER CONTRACT WITH DWSD**

**A. Review of Detroit Water and Sewer Department (DWSD) Master Sewer Contract**

Attorney Saarela discussed a 30-year Detroit Water and Sewer contract that ties the City into a 7.9 cubic feet per second (CFS) maximum flow limit. She stated

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this limit was based on historical volume calculated over the past ten-year period. She advised it is a standard contract where there is nothing unusual that the City Attorney would advise against.

Saarela briefly discussed a proposed Regional Water Authority. She stated it should not change the terms of the sewer contract, but will change how the rates are applied.

Eudy discussed the City's desire to turn 850' of sewer line back to DWSD which would make anything east of the flow meter Detroit's responsibility. He stated the City is looking at the cost to line that portion of the sewer.

Cowley questioned how future redevelopment might impact the agreement and the maximum flow limit.

Saarela advised the DWSD will review usage every three years and make adjustments accordingly. She further advised mid-contract adjustments could be considered if major redevelopment projects make it necessary.

Responding to a question from Cowley, Eudy stated the city considered the increased usage resulting from planned redevelopment projects and determined the flow would still not reach the maximum limit. He noted the City's maximum peak flow of 5.7 CFS is well under the 7.9 allowed.

Saarela discussed standards that would need to be met in a review of usage due to redevelopment.

Responding to a question from Schneemann, Eudy stated DWSD has expressed a willingness to take over the 850' line if it can be cleaned and lined.

Schneemann questioned whether there would be any harm in waiting to approve the contract.

Saarela responded that based on the work that has been done to develop the contract there is little opportunity to change it; much of the contract is set in stone by the court.

Cowley stated there is no reason to delay approval of the contract.

Responding to a question from McShane, Saarela pointed out most cities contract with Oakland County for water and sewer.

McShane expressed concern regarding Detroit's pension obligation and possible impact on DWSD costs.

Saarela stated the new authority may do a one-time bond sale of \$300 million to cover DWSD's pension obligation.

McShane expressed concern regarding how much the city is supporting the delinquencies of other cities and the possible cost of improvements to DWSD's



infrastructure.

Saarela pointed out the contract assigns the right to pursue those delinquencies to the customers.

Saarela advised some of the annual \$50 million lease payment must be applied to DWSD infrastructure improvements.

McShane asked if there is any risk to the city by waiting to approve the contract until there is more information available on the new regional authority.

Saarela did not see a huge downside to waiting.

Scott also expressed concern regarding the delinquency exposure and questioned how the simplified cost pools would work.

Saarela responded the DWSD intends to allocate \$4.5 million to provide assistance to indigent customers. She stated no detail has been provided in how this will be administered. With regard to delinquencies, she noted a large scale collection of delinquencies could force first tier communities into bankruptcy. She stated the city's exposure is other suburban first tier customers.

Discussion followed regarding the advantages or disadvantages to delaying approval of the contract.

Cowley stated it would be a good idea to contact Oakland County for more information on this issue.

Council concurred to wait a couple of weeks to approve the contract.

## **5. CITY COUNCIL CHAMBER UPDATE**

### **A. City Council Chamber Update**

City Clerk Halberstadt, Treasurer Weber, and Council members, Schneemann and McShane provided an update on the City Council Chamber renovations.

## **6. OTHER BUSINESS**

No other business was heard.

## **7. COUNCIL COMMENT**

No council comment was heard.

## **8. ADJOURNMENT**

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

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

The meeting adjourned at 6:51 p.m.

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

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

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

Minutes Acceptance: Minutes of Sep 15, 2014 6:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)



Regular City Council Meeting  
7:00 PM, MONDAY, SEPTEMBER 15, 2014  
Maxfield Education Center  
32789 Ten Mile Rd  
Farmington, MI 48336

DRAFT

**REGULAR MEETING MINUTES**

A Regular meeting of the Farmington City Council was held on September 15, 2014, in Maxfield Education Center, 32789 Ten Mile Rd, 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**

- Superintendent Eudy
- Director Christiansen
- City Clerk Halberstadt
- Attorney Saarela
- Director Schulz
- Treasurer Weber

**2. PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Director Schulz.

**3. PUBLIC COMMENT**

Sal Palland, 33314 Grand River, was present to discuss holding another food truck rally in Riley Park similar to the one held last year. She noted last year's event was a tremendous success with over 300 people in attendance. She stated they would like to expand to six food trucks and provide local entertainment.

Vera Lucksted, 33995 Glenview Ct., noted Benny Edwards, local business owner and musician, will perform at the truck rally as a kick-off for the Flamingo Incident Concert to benefit the Botsford Cancer Center.

Palland advised local food trucks will also be included along with an area for five non-profit local agencies. She noted the DDA has been made aware of their plans.

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Florence Holzknacht, 24172 Elizabeth Ct., expressed her appreciation for the willingness on the part of the city and Balfour to respond to the concerns expressed by neighbors adjacent to the proposed senior living facility. She believes Balfour will be a good neighbor.

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

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

- A. Minutes of the City Council - Special Study Session - Jul 21, 2014 6:00 PM**
- B. Minutes of the City Council - Joint City Council and Planning - Aug 18, 2014 7:30 PM**
- C. Minutes of the City Council - Regular - Aug 18, 2014 7:00 PM**
- D. Public Safety Monthly Report**
- E. Farmington Monthly Payments Report July and August 2014**
- F. Consideration to Accept John Mayer's Resignation from the Beautification Committee**
- G. Consideration to Adopt Resolution Designating Oakland County Emergency Management Coordinator as the Municipal Emergency Coordinator for Farmington and Designating City Liaison**

#### 5. APPROVAL OF REGULAR AGENDA

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

#### 6. PRESENTATION/PUBLIC HEARINGS

No presentations or public hearings were heard.

#### 7. UNFINISHED BUSINESS

- A. Consideration to Approve Planned Unit Development (PUD) Concept Plan and Agreement with Balfour Farmington LLC for Development of Old Courthouse Site.**

Present: Sherrin Hood, Senior Planner, LSL Planning

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Michael Schonbrun, Balfour CEO & President  
Victor Saroki, Architect for the Balfour project

Christiansen briefly discussed the Planned Unit Development (PUD) concept plan and agreement with Balfour Farmington LLC.

Sherrin Hood discussed the recognizable benefits for the proposed senior living facility that are necessary to qualify for PUD approval. She further discussed modifications that were made to the plans in order to appease the concerns of the neighbors to the west.

Hood briefly spoke about the conditions suggested by LSL for final site plan approval required by the Planning Commission.

Discussion followed regarding the inclusion of adult daycare in the agreement and the impact on parking.

Victor Saroki discussed a number of changes made to the site plan in response to concerns expressed by neighbors to the west of the property. He noted changes to landscaping and changing the road to the west to a grass paver system. He advised all traffic would enter the property from the east.

Responding to a concern expressed by McShane, Michael Shonbrun indicated they unsure whether daycare will be offered. He stated if it is offered, there will be no more than 3-4 seniors at one time. He noted some people see the daycare as a trial balloon to see if their loved one can be happy in the facility. He stated at best it is a very small segment of the program.

Responding to a question from McShane, Schonbrun stated the 2-bedroom units are for a small number of residents who want a roommate.

Responding to a further question from McShane, Schonbrun stated all Balfour buildings are non-smoking, however, there may be a small outside area designated for that purpose.

Responding to an additional question from McShane, Schonbrun stated the facility's alarm system is less intrusive than those of other senior living communities.

McShane was pleased with the proposed landscaping. She found the entire site plan acceptable and recognized its benefit to the community. She was pleased that Balfour worked with neighbors to achieve a solution in addressing their concerns.

Scott expressed appreciation for the changes Balfour made to the west side of the property. He noted, however, that no detail was provided on the grass paver system and whether or not it could support public safety vehicles.

Saroki responded Balfour will select the best and most appropriate grass paver system that will support public safety vehicles.

Discussion followed regarding whether there will be a need for a storm system on the west side of the property.

Scott pointed out there are only 52 parking spaces and according to the operational agreement there will be 41 employees on site at 3pm. He expressed concern regarding the adequacy of the parking and asked about opportunities for additional parking.

Schonbrun noted that not all employees will be driving solo based on their experience at other facilities. He is aware that additional parking will be needed during holidays and other peak times.

Saroki pointed out there may be opportunity for additional parking at the school administration building. He stated they will try to reach an agreement with the school administration towards that end. He noted there is also opportunity for additional parking in the front eastern most entrance where landscaping could be removed to provide another 15 spaces.

Discussion followed regarding the options for the location of the sanitary sewer lines.

Cowley expressed concern regarding staffing levels that includes only 1 nurse for 88 residents and also the ratio of professionals versus laymen.

Schonbrun responded planned staffing levels are consistent with state requirements.

Cowley expressed concern regarding the number of public safety runs to the facility that may be required.

Schulz stated he checked with the Public Safety Department in the City where the Colorado Balfour facility is located and found no indication they are overburdened by the facility.

Cowley stated taxpayers need some assurance that Public Safety runs will not increase as a result of the Balfour facility. He stated this should be part of the PUD agreement.

At the request of Mayor Galvin, Christiansen identified the next steps in the approval process.

Galvin expressed appreciation to Balfour for bringing this high quality project to Farmington.

Galvin pointed out this development is a great opportunity to take city-owned property and make it revenue producing.

### **Motion to approve Planned Unit Development Concept Plan And**

**Agreement with Balfour Farmington LLC for development of a senior living facility on the Old Courthouse site, 32795 West Ten Mile Road, because the proposed project meets the eligibility requirements of a planned unit development for its high quality architectural design, extensive landscaping, its transition between non-residential and residential uses, and it is a redevelopment of a greyfield site. Approval is subject to the following conditions:**

- 1. Finalizing sale of the property with the City of Farmington pursuant to the parties' purchase agreement;**
- 2. Balfour Farmington LLC vacating the existing cross-access easement agreement between the City and the Farmington Public Schools relating to the adjacent property, by or before final site plan approval and before any improvement approvals or permits are issued;**
- 3. Final site plan approval by the Farmington Planning Commission that incorporates recommendations contained in the September 8, 2014 correspondence submitted by LSL Planning as part of their site analysis; and**
- 4. All conditions and requirements set forth in the PUD Agreement, including any non-substantive changes to the Agreement authorized by both the city manager and city attorney. [SEE ATTACHED AGREEMENT]**

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

<b>RESULT:</b>	<b>APPROVED [4 TO 1]</b>
<b>MOVER:</b>	Jeff Scott, Councilmember
<b>SECONDER:</b>	JoAnne McShane, Councilmember
<b>AYES:</b>	William Galvin, JoAnne McShane, Steve Schneemann, Jeff Scott
<b>NAYS:</b>	Greg Cowley

**8. NEW BUSINESS**

**A. Consideration to Adopt Resolution Approving Participation in the Michigan Economic Development Corporation (MEDC) Redevelopment Ready Communities Program Along with Memorandum of Understanding**

Christiansen discussed the City's pursuit of a *Redevelopment Ready* (RRC) designation from the MEDC. This designation is important to inform the development community that Farmington has a community development vision and that any proposed economic development project will be reviewed in a systematic and timely manner.

**Motion to adopt a resolution approving participation in the MEDC Redevelopment Ready Communities program and authorize the Mayor**

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to sign the **Memorandum of Understanding on behalf of the City**. **SEE ATTACHED RESOLUTION NO. 09-14-024.**

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

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

#### **B. Consideration to Renew Farmington Road Maintenance Agreement with the Road Commission of Oakland County**

City Administration recommended the City Council renew the Farmington Road Maintenance Agreement with the Road Commission for Oakland County.

Scott questioned whether the funds provided by Oakland County are sufficient to maintain Farmington Road.

Weber responded the amount the City spends on Farmington Road varies from a low of \$23K to a high of \$40K depending on the amount of snow. He confirmed the amount received from the county is always short of what the City spends.

Scott suggested the City request more funds from the county given the continued shortfall every year.

Weber responded the City could follow-up with the county, but pointed out their budget is also tight for road maintenance.

**Motion to renew an agreement with the Road Commission for Oakland County in the amount of \$20,319.52 for the maintenance of Farmington Road, between Eight Mile and Grand River, for a one-year period beginning October 1, 2014. SEE ATTACHED AGREEMENT**

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

**RESULT:**       **APPROVED [4 TO 1]**  
**MOVER:**        JoAnne McShane, Councilmember  
**SECONDER:**   Steve Schneemann, Mayor Pro Tem  
**AYES:**         Greg Cowley, William Galvin, JoAnne McShane, Steve Schneemann  
**NAYS:**         Jeff Scott

#### **9. DEPARTMENT HEAD COMMENTS**

Schulz thanked City Council for their support and participation in the dedication of



the 9/11 Memorial monument. He noted the dedication of this monument was one of his last major acts for the City. He noted, pending approval of the Board, he has accepted a position with Buena Vista Township, effective October 6, 2014. He stated it has been a pleasure to serve the City over the past 27 years. He is sad to leave a City where so many great things will be taking place. He thanked Council for their support during his tenure with the City.

**10. COUNCIL COMMENT**

Scott commended the Design Committee for the 9/11 Memorial monument. He noted Councilmember Schneemann and Director Schulz did a great job. He stated the memorial is something of which the City can be proud.

Galvin advised with the impending departure of Director Schulz and the City Manager's recent application to the City of Novi, there have been questions from the media and public regarding operations of the City going forward. He stated there are processes and procedures already in place that will keep the City running smoothly. He stated the City Manager will keep the Council up-to-date on any impending changes.

Cowley stated he voted no on the Balfour Project because of his concern the facility would not provide adequate services. He was hoping through the PUD process the City would be able to require more services. He expressed concern the new facility would place an undue burden on Public Safety.

**11. ADJOURNMENT**

**1. Motion to adjourn the meeting**

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

The meeting adjourned at 8:18 p.m.

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

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

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

Minutes Acceptance: Minutes of Sep 15, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)



Special City Council Meeting  
6:00 PM, MONDAY, SEPTEMBER 29, 2014  
Maxfield Education Center  
32789 Ten Mile Rd  
Farmington, MI 48336

DRAFT

**SPECIAL MEETING MINUTES**

A Special meeting of the Farmington City Council was held on September 29, 2014, in Maxfield Education Center, 32789 Ten Mile Rd, 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. ROLL CALL**

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 Pastue
- Attorney Schultz

**2. APPROVAL OF AGENDA**

**Motion to approve the agenda as amended, adding "City Manager Report Regarding Status of Director of Public Safety" as Item No. 4.**

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

**3. PUBLIC COMMENT**

No public comment was heard.

**4. CITY MANAGER REPORT ON STATUS OF POLICE CHIEF**

Pastue discussed the qualifications and appointment of Frank Demers as the interim Director of Public Safety effective October 1, 2014.

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Council expressed support for Demer's appointment.

McShane requested Demers meet with Council to discuss the direction and goals of the city.

## **5. ENERGY REDUCTION COALITION LIGHTING CONVERSION PROGRAM**

### **A. Review of Energy Reduction Coalition Lighting Conversion Program Agreement**

Present: Mike McClear - VP Business Development, Energy Reduction Coalition (ERC); Mike Jones, Manufacturer's Rep, DG Energy

Pastue advised that he and City Attorney Schultz have been meeting with representatives of ERC to discuss an agreement that would convert pedestrian lights in the Downtown to energy efficient LED. He expressed support for this public-private endeavor that provides an opportunity to reduce energy and maintenance costs without the significant front-end investment. It also reduces labor time dedicated toward maintenance of downtown lights.

Mr. McClear and Mr. Jones were present to discuss a proposed agreement with Farmington. Mr. McClear spoke about a plan to study the conversion of downtown pedestrian lights to LED, identify the savings that this would represent in the form of reduced energy cost and maintenance, and the implementation plan.

Discussion followed regarding ongoing lighting maintenance and associated costs. It was clarified this program would be for downtown lights only. Pastue advised that if the program is successful in the downtown then consideration would be given to expanding it to other areas of the city.

Responding to a question from McShane, Pastue responded the ERC program is cutting edge and he is unaware of any major competitors.

Cowley questioned whether the city should be undertaking this program at this time given the city's limited funds. He questioned the \$10K fee for the assessment. He asked how the city can be assured that ERC will be around in 10 years.

Schultz pointed out that if ERC closes up shop, the city will simply keep the lights.

Responding to a question from McShane, McClear stated they are not now allowed to assign their contract.

Responding to a question from Scott, Pastue pointed out if down the road ERC does not hold up their end of the contract, the city's risk is minimal because no investment has been made.

Discussion followed regarding the cost and maintenance of the lighting and who would be responsible.

Cowley stated he finds it difficult to invest in a \$10K assessment for 300 lights when he doesn't know if a 3-year old company will be around in 20 years.

Pastue pointed out municipalities do not have a good handle on street lighting. He stated ERC would provide the inventory that is needed.

McClea provided detail of what is involved with the assessment. He noted that it would essentially be free if the city signed an agreement with ERC. He stated ERC can guarantee the city will save at least 20% with new lighting.

Discussion followed regarding the color temperature of the LED lighting and the steps ERC will take to match what is currently in use.

Responding to a question from Schneemann, McClea stated there are two arms of the company, one is non-profit and the other is for profit. They have a total of 20 staff members.

Discussion followed regarding the timing of this project with the Georgetown University Energy project. Discussion continued regarding the MDEC energy efficient grant program.

Responding to a question from McShane, McClea stated the review period is one year and the notice period is one year.

## **6. PROPOSED KIMCO PLANNED UNIT DEVELOPMENT AGREEMENT**

### **A. Review of Proposed Kimco Planned Unit Development Agreement and Site Plan**

Pastue advised the purpose of this agenda item is to discuss a planned unit development agreement for the Fresh Thyme store proposed on the Kimco property. He noted the project does not meet the DDA's vision and master plan. However, he believes the project is a good use for the site. He stated the first question Council has to answer is whether consideration should be given to this project. If so, then a number of other related issues need to be addressed.

Scott expressed his disappointment that the project does not even come close to the vision plan developed for the downtown. He stated it is a re-purposing of a 50-year old strip center. He pointed out that all other Fresh Thyme locations are in strip centers and none in a downtown. He commented that if what the city wants is status quo, then why re-do Farmington Road and the streetscape.

Scott expressed concern that Kimco wants control beyond the boundary of their property. He pointed out they have the truck well and trash compactor into the right-of-way. They will be taking over and reconfiguring DDA property to the south to allow for their trucks to maneuver. He noted they want control over what the city will build to the north. He questioned how the city will benefit in return for all of these demands. He ventured that Fresh Thyme would bring the center close to full capacity and as a result Kimco would have no incentive going forward to make any other improvements.

Schneemann pointed out residents have indicated time and time again that they want access to a grocery in the downtown and he includes himself in that group. Unfortunately, he does not believe the Fresh Thyme project is the right solution. It goes against what the city has been working towards as far as the master plan for the downtown. He agreed completely with Scott's comments regarding the project. He stated the project is out of scale and would change the dynamic of the downtown in a negative way.

Cowley confirmed with Pastue that negotiations are still ongoing. He is at "yes" for the project right now. He stated the city needs a market in the downtown, a name that will attract other people and retailers. With regard to the master plan, he does not believe Kimco would consider changing the strip center to a multi-story development. He pointed out this is the most dialogue the city has had with Kimco in the past 16 years. He does believe the cut-through is important to connect to the parking lot behind the center.

Cowley doesn't believe the center can be changed without a willing partner in Kimco. He stated if council chooses to pass on this project they are doing a great disservice to the downtown. This project would go a long way toward building an argument to push parking to the top of the list. He is a strong "yes" for the project with emphasis on a cut-through.

McShane pointed out that at a recent Planning Commission meeting, Kimco indicated if they were forced to do a cut-through or if a deal was not reached by the end of the year, they would walk away from the project. She stated the three items that should be negotiated include: cut-through, control of events, and contributed parking. She pointed out the city has had so many resident and business volunteers that have worked and contributed financially to make an awesome downtown. She noted, however, Kimco has given nothing toward the improvement of the downtown.

McShane stressed the importance of connecting the neighborhoods to the downtown which would be facilitated by a cut-through. She noted there are 88 parking spaces behind the Kimco Center and additional ones could be added by using the park for that purpose. She expressed concern regarding placement of the dumpsters, plans for the rear south of the property, and the impact on the future development of the property next to The Orchards. She would like to see Fresh Thyme in Farmington, but does not want to be held hostage by the inability to create a downtown that the community is working so hard to achieve through the visioning process. She would have difficulty supporting the project if the three items identified were not addressed.

Galvin took exception to Kimco's comment that if an agreement was not reached by the end of the year the project would be at risk. He stated it does not benefit the community for Kimco or any other developer to make threats or imply that the delays have been caused by council and city administration. Nothing could be further from the truth. He pointed out Kimco has maintained a vacant property for the past 8 years. He stated during this time Kimco continued to

collect rent from various tenants while our local economy and property values suffered. During that same time, city administration, city council and our citizens, publicly expressed a desire to work with Kimco and find ways to redevelop that property in that portion of downtown Farmington.

Galvin noted that on April 7th of this year, almost six months ago, Kimco finally made a redevelopment presentation to council. Since that time council has heard nothing from them. He stated that it is wrong to imply that somehow the city is dragging its feet on re-development. He referred to the April 7th meeting minutes that confirmed council has been consistent in their comments and concerns regarding the Fresh Thyme project. Council is giving Kimco a road map through its comments, the vision plan, and the master plan, as well as information provided by the city attorney and city administration, but they appear not to be listening.

Galvin stated it appears Kimco is developing a vacancy around a specific client without regard to the remainder of the center. He believes their suburban strip mall approach is a great business plan and would work in certain areas of Farmington, but not the downtown. They should be encouraged to look at the Mooney Street property. He spoke about the community's desire for a walkable, place-making city in which to live. He noted a number of recognitions Farmington has received from Main Street Oakland County and the Michigan Municipal League for place-making, walkability, redevelopment projects. It is not consistent with the suburban, drive-by strip mall, promoted by Kimco. He stated this is not about Fresh Thyme or maybe even Kimco, but rather it is about a misfit relationship. It was a great relationship more than 50 years ago, but Farmington has evolved since then.

Responding to a question from Galvin, Pastue stated the city has not seen the agreement between Kimco and Fresh Thyme. He stated typically the city does not get involved in the tenant/property owner relationship.

Galvin suggested that if Fresh Thyme was given the opportunity to see the vision plan they may buy into it.

Discussion followed regarding the taxable value of the property.

Galvin stated Fresh Thyme is a doable project, but not in the form presented by Kimco. He discussed three words: cooperation, creativity, and adaptation. He noted the city experienced a great deal of cooperation from the developer of the senior living center. They listened to everyone in the community and made the necessary modifications. He pointed out the creativity of the developer of the Flanders property. They came up with five different site plans in response to issues related to the property. He spoke about the adaptation by the developers for the K-Mart property in trying to make the site work.

Galvin expressed disappointment in Kimco's lack of response to what the city is trying to communicate. He asked if it was worthwhile to provide Kimco with Council comments that were already given to them in April.

Scott advised that if the plan is approved as presented nothing will happen to the Fitness 19 building. Fitness 19 will be the prominent tenant on Farmington Road even after the city puts \$1.5 million into Farmington Road streetscape. The seal will be maintained to the south, continuing the center as a barrier to the adjoining neighborhoods and any future developments. He understands the tax implications of not moving forward with this project, but he is looking 20-30 years down the road at the same old strip center that is not working now. A Center the city must live with because it was developed in the 1950's. He stated the council needs to keep an eye on the big picture of what Farmington can become. He noted that council was elected to have a vision and ensure its implementation.

Cowley stated this is the number one requested project from the DDA during the nine years he served on the board. He pointed out there is very little opportunity to change the center as long as it is owned by Kimco. He stated the city needs an anchor in the downtown to support more volume to bring in more business. He believes the businesses in the downtown will be hurt if this project does not go forward. He stated Fresh Thyme would be a destination which is what the city and DDA have been trying to do. He understands Kimco does not show any support or concern for the development of the downtown. He stressed the city needs this project and he is amazed council would even consider not approving it. He believes the city should negotiate with Kimco and reach an agreement.

Scott noted a recent study indicated there is a market for businesses in the downtown. If there is a market entrepreneurs will come.

Cowley responded the city needs name, destination businesses with a proven product.

Schneemann recommended council give city administration a list of "must haves" for the project.

Schultz stated tonight's meeting is about identifying council's expectations for the project that can be brought back to Kimco as part of the negotiation process. He pointed out Kimco could put a grocery store in the center without council approval if they did not need any kind of relief from the city.

Galvin questioned why the city doesn't find a third-party entity that can take the property over from Kimco.

Discussion followed regarding the proposed parking configuration, accommodation for the truck well, and modifications to the south parking.

Scott stated he can get to "yes" if the following changes are made to the center: multiple stories of mixed use, except for Fitness 19 building, with retail on the first floor with residential above, and a cut-through.

Cowley again pointed out this is the first opportunity to do a deal with Kimco in over 15 years. He noted Kimco does not care about the city's downtown or



master plan. He stated like it or not Kimco owns the center, so unless either the city buys them out or finds someone to buy them out, the city is not doing anything with that piece of property.

Galvin advised there is more to consider with this project than just Fresh Thyme in that they could be gone in 10 years and the city would be stuck with the redesign.

Galvin stated that if the project goes forward the city needs to get a message out to its citizens that we are going to dash the master plan and forget their vision for the downtown.

Cowley pointed out that other than the multiple stories of mixed use, the project fits the master plan better than most people think. Kimco is a company that does not build multiple story developments.

McShane commented that no one is nixing the project. She believes there is room to negotiate and compromise.

Schultz believes the comments from council have given city administration what it needs to go back to Kimco for further negotiations.

Pastue stated the fundamental question is whether council is willing to do the project if it does not fit within the master plan. There are certain details of the project where an agreement could be reached, but the question is regarding non-negotiable issues. He expressed concern with the circulation on Orchard Street. He could live with the reconfiguration of the north parking lot.

Schneemann concurred with Cowley that Kimco is not a multi-story developer. He stated with Kimco as the landowner this project is about as good as the city will see unless they break the center up in much smaller rental spaces.

Christiansen advised that since the April council meeting the city has had multiple meetings with Kimco and as a result have established a good relationship. He discussed Kimco's original plan for the space and how it has evolved into their current plan. He stated the project has four areas of change: 1) tear down and rebuild a new building with a truck well; 2) re-purpose the south lots which they don't own; 3) reconfigure the north parking at their expense; and 4) building facade and the signage.

Galvin pointed out all five councilmembers have stated they want the cut-through to be part of the project.

Cowley asked if Kimco would approve the cut-through if paid for by the city. Christiansen responded that proposal would have to be brought back to Kimco.

Discussion followed regarding how the cut-through could be accommodated in the center.

Galvin asked each councilmember to summarize their must-haves for the



project.

Scott referred to his earlier comments regarding getting to "yes" on the project.

Schneemann asked about Kimco's earlier request to control downtown events. Christiansen responded Kimco is comfortable with the events as they currently function.

Schneemann stated he would like to see: 1) more openness to the façade, open up to the back, more of an urban look 2) cut-through at Yoder Drive, and 3) more thought put into the south lot and how it impacts adjoining neighborhood.

Cowley pointed out the Kimco Center has been the number one eyesore in the downtown. He stated putting a destination market there is huge. He is willing to forego the master plan because Kimco is not the right player to adhere to its vision. He spoke about the value of the project to the city in terms of tax revenue and employment. He would be willing to put some money into the cut-through. He stated whatever the city wants should be done now because it is unlikely it will be done in the future.

McShane commented Kimco can say there is a parking problem, but by not putting in the cut-through they create more of a problem. It makes no sense to build the project without doing the cut-through which would connect 88 spaces in the back. She stated the cut-through connects the community and the neighborhood. She would like them to contribute to the revised parking if that is what they want. She would like to see this project move forward.

Galvin would like to see a drive-able, cut-through as first choice and pedestrian as the second choice. He asked regarding placing the main entrance at the cut-through, facing east. Christiansen pointed out the Coney Island is between what would be the cut-through and Fresh Thyme.

Discussion followed regarding the challenges of placing the main entrance at the cut-through.

Galvin stated the city must have control of parking and city events. He would like a second level somewhere in the center which would help grow the TIF.

Pastue stated the Fresh Thyme project is a very good use of the site, especially as it is combined with other businesses moving into the downtown.

Schultz stated they will take council's comments to Kimco and will try to get everything aligned on a path as quick as possible.

Christiansen pointed out Kimco was given the opportunity to review the master and vision plans. They have been made aware of the city's long term comprehensive goals.

Council recessed at 8:15 p.m. and reconvened at 8:23 p.m.

## 7. PROPOSED KMART PLANNED UNIT DEVELOPMENT AGREEMENT

### A. 1680 : Review of Proposed KMart Planned Unit Development Agreement and Site Plan

Pastue advised the purpose of this agenda item is to discuss a planned unit development agreement for redevelopment of the K-Mart Center. He stated the two major issues include: the Suburban Collection use regarding the staging and prepping of vehicles on the south 8 acres of the property; and the 3-story mixed use building on Grand River. He pointed out the agreement is structured to ensure the front building is constructed within a specific time frame of the total project.

Schultz stated the draft agreement is a depiction of what will be built reflecting the detailed site plan. He noted the city is in total support of the project, but pointed out the only remaining item for discussion is tying the vehicle storage development to developing the building on Grand River. He stated the penalty included in the agreement for not developing the Grand River building would be vacation of the vehicle storage.

Schneemann stated the only way the vehicle storage makes sense is if it is out of sight which it would be if there is a building along Grand River. He questioned the replacement of a masonry screen wall with the same type of wall.

Christiansen responded the existing panel wall is in bad shape. He stated the developer will restore it and landscape the entire perimeter.

Schneemann expressed concern regarding whether there will be compliance with the PUD requirement that the Grand River building be constructed within a specified time frame. He stated if the facility is that valuable to Suburban Collection they will agree to the Grand River building, but if it is not constructed within the time frame he doubts they will vacate the property.

Schneemann further expressed concern regarding the banal look of the proposed building which is unfortunate because of its location as the gateway to Farmington.

Cowley confirmed with the City Attorney that the potential two owners of the property will both be required to comply with the requirements of the PUD. He further confirmed that if things "unraveled" both owners would be held responsible. He pointed out the developer has exhausted all other avenues in trying to develop this property.

Cowley questioned if Suburban Collection's business model fails, would the development of that property preclude any future development.

Schneemann responded no, the property could still be developed for other uses including residential.

Christiansen discussed the specifics of the project including the timeline, ownership of the properties, and repurposing the site. He stated the Tile Shop

and the Suburban Collection would be done first.

Responding to a question from Cowley, Christiansen confirmed that if the gas station is acquired as part of this development the PUD would have to be amended.

Cowley expressed support for the project, but would like to lock down the PUD.

McShane requested that the agreement prohibit trucks from loading and unloading after 10:00 p.m. She noted the east side of the development property abuts Jamestown Apartments with 100's of residents. She further noted to the south there are a number of Chatham Hills homes that abut the property. She advised it is important to keep these residents in mind when developing standards for trucks, lighting, etc.

McShane concurred with Schneemann regarding the banal façade of the Grand River building. She liked the proposed redo of the Tile Shop. She believes there needs to be a time limit on the development of the Grand River building. She does not think that the court would force Suburban Collection out if the building is not constructed within the time frame.

Schultz stated if the Grand River building is important to Council the developer has to find a way to give assurances that it will be built.

Pastue advised the PUD was drafted to state the Grand River building is critical for the screening of the Suburban Collection structure.

McShane stated a PUD should be reserved for a higher quality development that could otherwise not be achieved under existing zoning. She commented this development could be a good solution for the K-Mart property if the Grand River building is constructed. She stated without that building all that is created is a parking lot with cars.

Schultz advised if there really is an objection to the architecture of the building it should be resolved up front through the PUD.

Christiansen pointed out the façade proposal is very preliminary.

Scott would like to ensure that within the PUD the Suburban Collection handles only new cars, no damaged or used cars, no tractor trailer storage, no parking to spill out on the other lots. He expressed concern regarding the potential noise, but believes it is addressed through the city's noise ordinance. He stated the one thing he did not see is cross access for the Tile Shop and Office Building along the stretch on the north side of lot 4. He noted if the Tile Shop has 3-4 semi-trucks they have no way to get out. He suggested the site plan should be modified.

Scott stated the landscape screening should be installed on the south side of lot 2 prior to development. He suggested installing a filter for the storm system. He noted there is a lot of parking without any trees. He would not be voting for

this project if not for the Grand River building.

Schneemann questioned what the property would look like if the Grand River building was not built in the first 3 years.

Christiansen responded the owner would hold the development of that site until the market warrants moving forward. However, the perimeter landscaping and site improvements would be completed because they would have to serve as cross access easement for the Tile Shop and for the entire property to function.

Schneemann stated his support for the development as long as it is all done simultaneously. McShane concurred with Schneemann.

Discussion followed regarding designating a specific timeline to the entire development.

Galvin would like the wall to the far south of the property that abuts the Chatham Hills property replaced with an 8' high wall. He noted the wall that abuts Jamestown is 8 feet high. He questioned whether the traffic patterns of trucks need to be limited, or weight limits on other roads need to be reviewed, in order to prohibit trucks from using residential streets. He expressed support for allowing 12 months for the development of the Grand River building.

Discussion followed regarding the likely traffic patterns of the trucks.

Galvin suggested councilmembers provide Attorney Schultz with their ideas on the façade for the Grand River building.

Pastue stated that since this building is a gateway to the city there may be a reason to include final council approval in the PUD agreement. He will recommend a 3-year freeze on taxes through the Commercial Rehabilitation District. Galvin concurred with this recommendation.

McShane reiterated she would like to see the Grand River building developed the same time as the Suburban Collection property. She questioned why give the developer 12 months if he is ready to do it now.

Galvin believed starting the Grand River building project within 12 months is reasonable.

Schultz recommended using a step plan in terms of timeframes for submitting permits, site plans, etc.

Schneemann expressed concern regarding the development of the Grand River building if during the 12-month period the vehicle storage is in place, but the economy turns south or something else adversely affects the project. He questioned how much money the city is willing to spend to force development of the building versus Suburban's defense of their right to keep the cars.

Schultz advised the city could require development of the Grand River building

first before the development of the Suburban Collection property.

Christiansen stated he believes Suburban will do what is necessary to ensure their vehicle storage moves forward. He suggested that Suburban may occupy some of the Grand River building.

Schneemann recommended allowing Suburban to bring their cars on site after construction on the Grand River building has begun.

Galvin noted people would like to see the K-Mart building gone and would rather see a sea of parking for twelve months.

Scott stated he would like to see a time limit for completion of the Grand River building.

Schultz stated he will need to add to the agreement a timeline for final site plan approval.

Pastue stated he would like to see the PUD agreement on the October 20<sup>th</sup> agenda.

## **8. PROPOSED FLANDERS RESIDENTIAL PLANNED UNIT DEVELOPEMENT AGREEMENT**

### **1. Review of Proposed Flanders Residential Planned Unit Development Agreement and Site Plan**

Christiansen briefly reviewed the proposed site plan for the Flanders property which included the following changes: park went from 1.68 to a 2.26 acres, no double-loaded horseshoe road, number of lots from 34 to 33, and reduced size per lot. He advised the entire site needs to be de-watered. He noted the price point is approximately \$240k. He stated improvements to the park is still an open issue.

Council expressed their support for the project.

Pastue advised the city will keep negotiating the park improvements. He expressed support for limestone or something other than asphalt for the park trail.

## **9. PURCHASE OF A 2015 FORD F250 SUPER CAB**

### **1. Consideration to Authorize the Purchase of a 2015 Ford F250 Super Cab for the Department of Public Services**

Pastue reviewed a request from the Department of Public Services to purchase of new mower.

**Motion to approve purchase of a new mower for the Public Works Department from Weingartz of Farmington Hills in the amount of \$13,397.**

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

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

## 10. CLOSED SESSION

### 1. Motion enter closed session to discuss City Attorney's correspondence regarding litigation.

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

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

Council entered closed session at 9:26 p.m.

### 2. Motion to exit closed session.

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

Council exited closed session at 9:41 p.m.

## 11. COUNCIL COMMENT

Responding to a question from Cowley, Pastue provided an update on the status of the redevelopment of Maxfield Training Center.

Schneemann commented he recently attended a ribbon cutting at Waste Management. He stated they have a whole fleet of natural gas vehicles. He was very impressed with what they are doing.

Galvin noted he recently had lunch with the new Farmington Public Schools Superintendent, George Heitsch. He stated the superintendent expressed interest in working with the city and understood the importance of redeveloping the Maxfield Training Center property.

## 12. ADJOURNMENT

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

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

The meeting adjourned at 9:46 p.m.

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

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

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

Minutes Acceptance: Minutes of Sep 29, 2014 6:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

**Farmington City Council  
Staff Report****Council Meeting Date:**  
October 20, 2014**Reference  
Number  
(ID # 1695)****Submitted by:** Vincent Pastue, City Manager**Description:** Farmington Monthly Payments Report, September 2014**Requested Action:**

Approve Farmington Monthly Payments Report

**Background:**

See attachment

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

Vincent Pastue      Pending

City Manager      Pending

City Council Pending      10/20/2014 7:00 PM



**CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT****MONTH OF SEPTEMBER 2014**

<b>FUND #</b>	<b>FUND NAME</b>	<b>AMOUNT:</b>
101	GENERAL FUND	\$ 401,831.55
202	MAJOR STREET FUND	\$ 5,425.39
203	LOCAL STREET FUND	\$ 26,506.74
244	CORRIDOR IMPROVEMENT AUTHORITY	\$ 2,047.10
592	WATER & SEWER FUND	\$ 346,235.56
595	FARMINGTON COMMUNITY THEATER FUND	\$ 30,257.93
640	DPW EQUIPMENT REVOLVING FUND	18,844.17
701	AGENCY FUND	\$ 237,625.63
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 54,090.92
	<b>TOTAL CITY PAYMENTS ISSUED:</b>	<b>\$ 1,122,864.99</b>
136	47TH DISTRICT COURT FUND	\$ 207,728.42
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 50,014.57
296	SWOCC FUND	\$ 14,527.01
	<b>TOTAL OTHER ENTITIES PAYMENTS ISSUED:</b>	<b>\$ 272,270.00</b>
	<b>TOTAL PAYMENTS ISSUED</b>	<b>\$ 1,395,134.99</b>

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

## CITY OF FARMINGTON - ACH PAYMENTS REPORT

**MONTH OF SEPTEMBER 2014**

<b>TRANSFER FROM:</b>	<b>TRANSFER TO:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
Agency Tax	Farmington Public Schools	Tax Payment #6	228,895.19
Agency Tax	Oakland County	Tax Payment #6	397,003.84
Agency Tax	Farmington Comm. Library	Tax Payment #6	24,796.35
Agency Tax	Farmington Public Schools	Tax Payment #7	972,143.98
Agency Tax	Oakland County	Tax Payment #7	2,146,253.39
Agency Tax	Farmington Comm. Library	Tax Payment #7	140,125.57
Agency Tax	Farmington Public Schools	Tax Payment #8	102,681.37
Agency Tax	Oakland County	Tax Payment #8	210,016.34
Agency Tax	Farmington Comm. Library	Tax Payment #8	13,257.15
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	186,833.51
General Fund	Federal Gov't	W/H & FICA Payroll	69,433.45
General Fund	MERS	August Transfer	54,425.64
General Fund	MERS HCSP	August Transfer	3,450.00
	<b>TOTAL CITY ACH TRANSFERS</b>		<b>4,549,315.78</b>
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	82,034.66
Court Fund	Federal Gov't	W/H & FICA Payroll	31,230.05
SWOCC Fund	Chase (Disbursing Acct)	Dir.Dep. Pay & W/H & FICA	25,380.88
DDA Fund	Included in General Fund Transfers		
	<b>TOTAL OTHER ENTITIES ACH TRANSFERS</b>		<b>138,645.59</b>

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
October 20, 2014

**Reference  
Number  
(ID # 1696)**

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

**Description:** Public Safety Monthly Report, September 2014

**Requested Action:**

Approve Farmington Public Safety Monthly

**Background:**

See attachment

**Agenda Review**

**Review:**

Vincent Pastue      Pending

City Manager      Pending

City Council Pending      10/20/2014 7:00 PM



City of  
**FARMINGTON** Michigan  
www.farmingtonpublicsafety.com

## MONTHLY REPORT SEPTEMBER 2014

### OPERATING WHILE INTOXICATED (OWI)/DRIVING WHILE LICENSE SUSPENDED (DWLS)

On September 1st, at approximately 11:29 p.m., a commander on patrol stopped a vehicle in the area of Nine Mile and Farmington Road for speeding. The driver advised that he and his passenger had been drinking at the Blue Moose Tavern on Eight Mile Road and that he had decided to drive the two home. The driver exhibited signs of intoxication and failed several sobriety exams. The driver also had a suspended driver's license out of North Carolina. The driver was arrested for OWI and DWLS. The driver submitted to a Datamaster breath test at the Farmington jail with a result of a .18 BAC. The driver was housed at the Farmington jail.

### DRIVING WHILE LICENSE SUSPENDED (DWLS)

On September 2nd, at approximately 12:04 a.m., an officer on patrol stopped a vehicle in the area of Grand River Avenue and Lakeway Street for driving with a headlight out. Further investigation revealed that the driver had a suspended license and warrant for his arrest out of Dearborn Heights. The driver was arrested for DWLS and was housed at the Farmington jail.

### DRIVING WHILE LICENSE SUSPENDED (DWLS)

On September 2nd, at approximately 12:23 a.m., a sergeant on patrol stopped a vehicle in the area of Grand River Avenue and Hawthorne for failing to signal while changing lanes. Further investigation revealed that the driver had a suspended license. The driver was arrested for DWLS and was processed at the Farmington jail.

### IDENTITY THEFT

On September 2nd a resident came to the front desk of the station to file an Identity Theft (information only) report. The resident stated she subscribes to LifeLoc for Identity Theft protection and received a notification for LifeLoc that someone tried to open a Comcast cable account using her personal information for service at an address in Tennessee. The resident is working with Comcast to get additional information on person(s) responsible.

### LEAKING PROPANE TANK

On September 2nd, at approximately 7:41 p.m., officers and Engine 3 were dispatched to the True Value hardware store for a leaking propane tank. Upon arrival officers noted



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a small hole in a fifteen pound propane tank. Officers noted that the propane had already been expelled from the tank and the tank was now empty. Officers determined that there was no further danger at the scene and cleared.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On September 3rd, at approximately 12:57 a.m., a sergeant on patrol stopped a vehicle for improper lane use in the area of Farmington Road and Nine Mile. Further investigation revealed that the driver had a suspended license and warrant for his arrest out of Ferndale. The driver was arrested for DWLS and housed at the Farmington jail.

#### **STOLEN VEHICLE**

On September 5th, at 3:44 a.m., an officer stopped a vehicle for improper lane use near Grand River and Halstead. Further investigation revealed that the driver had two warrants out of Farmington Hills. The driver was turned over to Farmington Hills. The officer then proceeded to impound the vehicle and discovered that the vehicle had been reported stolen on August 15th in the City of Detroit. The vehicle was confirmed stolen by Detroit. Detectives tried to interview the suspect at Farmington Hills Police Department but he refused to talk. The Detective Bureau will submit a warrant request to the Oakland County Prosecutor's Office for Receiving and Concealing Stolen Property.

#### **LARCENY**

During the evening of September 3rd, two bikes were stolen from a bike rack on the rear of a vehicle parking in the driveway of Bellaire Subdivision. The bikes were secured by a chain lock which was cut. There were three bikes on the carrier and one was left at the scene. The case was turned over to the Detective Bureau.

On September 8th one of the bikes was recovered and a suspect arrested. Two other bikes from other larcenies were also recovered.

#### **DRIVING WHILE LICENSE REVOKED (DWLR)**

On September 5th an officer on patrol stopped a vehicle for an expired plate. Upon making contact with the driver, it was found that she had a revoked driver's license. The driver was arrested for DWLR and transported to the station where she was processed and released on citation to appear.

#### **ASSIST OTHER DEPARTMENT**

On September 5th an officer on patrol came upon two males fighting near the entrance of Independence Green Apartments on Grand River Avenue in Farmington Hills. The officer separated both subjects and detained them until Farmington Hills officers arrived on the scene. Both subjects were turned over to Farmington Hills police officers for further investigation.

#### **WIRES DOWN/STORM DAMAGE**

On September 5th officers responded to nine runs involving wires down or damage caused by the storm between 8:00 p.m. and 9:30 p.m.

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### **OPERATING WHILE INTOXICATED (OWI)**

On September 6th, at approximately 1:49 a.m., a sergeant stopped a vehicle in the area of Grand River Avenue and Drake for disobeying a "No Turn on Red" sign. Upon approaching the driver the sergeant noted that the driver exhibited signs of intoxication. The driver advised that she had been drinking wine at Cowley's Pub. The driver failed several sobriety exams and was arrested for OWI. The driver submitted to a Datamaster breath test at the Farmington jail with a result of a .14 BAC.

### **ASSIST CITIZEN**

On September 6th officers were dispatched to the 33900 block of Schulte to assist a 91 year old resident with getting his garage door open due to the power outage. Officers rendered assistance without incident.

### **LARCENY**

On September 6th one of the owners of the soon to open Farmington Brewing Company came to the front desk to file a larceny report. The owner stated that sometime overnight someone stole a "Parking for Farmington Brewing Co. Employees Only" sign from the north side of the business. The owner stated this is the second time in two weeks that the sign has been removed. The owner stated he did not report the prior incident to this department due to thinking it was damaged by a vehicle. No suspects at this time.

### **ATTEMPT HOME INVASION**

On September 6th an officer was dispatched to a resident in the 22800 block of Farmington Road to take a report an Attempt Home Invasion. The owner stated that overnight a suspect(s) attempted to gain entry to his residence by prying the front door deadbolt and lock cylinder. The homeowner stated that he left his residence overnight to stay with family due to the power outage in the area. The homeowner stated when he returned the next morning, he noticed his key would not go all the way into the door lock. Upon further inspection, the homeowner noticed pry marks on the deadbolt lock and cylinder. The suspect(s) did not gain entry into the residence, and the homeowner believes that his dogs that were inside the resident scared them off.

### **ATTEMPT FRAUD**

On September 6th, at approximately 8:06 p.m., a Chatham Hills Apartment resident came into this police department to report an attempt fraud. The resident advised that she had answered an internet ad for a nanny job. The potential employer advised that she was moving to the area from Maryland and sent the resident money orders totaling \$2800. The potential employer wanted the resident to cash the money orders and take \$400 for herself and then send \$2400 to a wheelchair company that the employer had chosen. The resident noted that the address on the envelope that the checks came in was out of Florida, but that the priority mail tracking number showed that the envelope was mailed out of California. The resident immediately suspected fraud and reported the incident. The incident was forwarded to the Detective Bureau for further investigation.



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#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)/WARRANT OTHER DEPARTMENT**

On September 10<sup>th</sup> an officer on patrol stopped a vehicle for defective brake lights. Upon making contact with the driver, it was found that he had a suspended driver's license along with a misdemeanor traffic warrant out of the 43<sup>rd</sup> District Court of Madison Heights. The driver was arrested for DWLS and the outstanding warrant. The driver was transported to the station where he was processed.

#### **HOME INVASION**

On September 10<sup>th</sup> officers were dispatched to Drakeshire Apartments on a report of a subject whom had kicked in a door to one of the apartments. While still en route, dispatch advised that the suspect had been served an eviction notice earlier today. Upon arrival, officer made contact with the suspect and arrested him for Home Invasion.

#### **OPERATING WHILE INTOXICATED (OWI)**

On September 11<sup>th</sup>, at approximately 1:53 a.m., a sergeant on patrol stopped a vehicle on the M-5 Expressway for an improper lane use. A subsequent investigation revealed that the driver was exhibiting 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 with a result of a .12 BAC. The driver was housed at the Farmington jail.

#### **9-11 MEMORIAL**

On September 11<sup>th</sup>, at 8:30 a.m., the monument with the artifact from the World Trade Center was unveiled on the grounds of Farmington City Hall.

#### **TRESPASSING**

On September 11<sup>th</sup> an officer was dispatched to the Mobil gas station at Grand River and Drake Road on a report of a female who was begging for money. Upon arrival the gas station manager advised that the female has been at the business several times begging and bothering customers. The manager stated he wanted the female advised not to return or she would be arrested for trespassing. The officer made contact with the female who stated she was only asking customers for a dollar so she could buy some cigarettes. The female was advised not to return to the business or she would be arrested for trespassing. The female agreed to leave and not return to the business.

#### **TRAFFIC ASSIST OTHER DEPARTMENT**

On September 11<sup>th</sup> officers assisted Farmington Hills police with shutting down eastbound M5 at Nine Mile due to a large crane that was stuck on the side of the road. Officers assisted Farmington Hills police while tow trucks removed the crane from the side of the expressway.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On September 12<sup>th</sup>, at approximately 2:30 a.m., an officer on patrol stopped a vehicle on the M-5 Expressway for driving without rear tail lights. Further investigation revealed

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that the driver had a suspended driver's license and five warrants for her arrest out of the City of Detroit. The driver was arrested for DWLS and was housed at the Farmington jail.

#### **LARCENY/ASSAULT**

On September 12<sup>th</sup>, at 4:13 p.m., officers responded to True Value Hardware on a Retail Fraud complaint. It was learned the suspect stole/concealed a headlamp and was confronted by the manager. A physical altercation ensued until the arrival of officers. The subject was arrested and the case presented to the prosecutor's office.

#### **BURGLARY**

On September 12<sup>th</sup>, at 6:20 p.m., a city resident reported that her apartment storage locker was broken into at Kensington Manor Apartments. Several small household appliances were taken. The case was forwarded to the Detective Bureau for follow-up investigation.

#### **MALICIOUS DESTRUCTION OF PROPERTY**

On September 12<sup>th</sup>, at 6:52 p.m., a citizen reported that her driver's door lock was punched between 3:30 p.m. and 4:15 p.m. while she was parked near TJ Maxx. The suspect did not make entry into the vehicle. The damage was estimated at \$300.

#### **BARKING DOG**

On September 13<sup>th</sup>, at 9:30 p.m., an officer was dispatched to the area of Power and Cloverdale for an ongoing barking dog complaint. The officer met with the reporting person at his residence and the officer could hear the dogs barking. The officer responded to the house in question and issued the dog's owner a violation.

#### **SMOKE INVESTIGATION**

On September 13<sup>th</sup>, at 11:36 p.m., officers were dispatched to the Winery building for the report of smoke visible. Officers arrived and were met by building occupants who stated that a smoke machine had over heated and melted. The occupants were able to extinguish the small fire prior to leaving the building. Officers were able to confirm that the fire was extinguished and then assisted with removing smoke from the building using the department fans.

#### **PRIVATE PROPERTY PERSONAL INJURY ACCIDENT-HIT AND RUN**

On September 14<sup>th</sup>, at 12:22 a.m., officers responded to the lot of Zap Zone for a private property accident. Upon arrival officers met with the victim who indicated that she was hit by a vehicle in the parking lot and fell to the ground as a result. The victim sustained facial and knee injuries but refused transport to the hospital. The victim provided officers with a license plate of the suspect vehicle.

The suspect vehicle returned to a rental car company. An officer called the rental car company and received the name of the subject who had rented the vehicle. That subject indicated that her cousin was the one who had the vehicle at the time in question. The officer made contact with the suspect who came in for an interview.



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During the interview, the suspect admitted to knowingly bumping the victim but not intentionally and fleeing the scene. The case has been submitted to the Oakland County Prosecutor's Office for review.

#### **OPEN INTOXICANTS IN PUBLIC**

On September 15<sup>th</sup>, at approximately 7:15 p.m., a sergeant on patrol observed two men drinking beer in the parking lot of the Heeney-Sundquist funeral home. Both subjects were cited for having open containers of alcohol in public.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On September 15<sup>th</sup>, at approximately 9:13 p.m., an officer on patrol stopped a vehicle in the area of Grand River Avenue and Mayfield for driving with an expired license plate. Further investigation revealed that the driver has a suspended driver's license. The driver was arrested for driving on the DWLS and was processed at the Farmington jail.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On September 16<sup>th</sup>, at approximately 12:05 a.m., an officer on patrol stopped a vehicle in the area of Eight Mile and Farmington Road for having a headlight out. Further investigation revealed that the driver has a suspended driver's license. The driver was arrested for DWLS and was processed at the Farmington jail.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)/IMPROPER PLATE**

On September 16<sup>th</sup> an officer was on patrol in the area of Versailles Condominiums. The officer came upon a vehicle backing out of a parking spot, but upon seeing the officer, the driver quickly pulled back in. The officer was familiar with the driver having a suspended driver's license. Upon making contact with the driver, he was on his way to the Farmington library. A check of the attached license plate on the vehicle came back registered to a different vehicle. The driver admitted to taking a licensed plate off of a vehicle he had junked, and placing it on the vehicle he was driving. The driver was arrested for DWLS. The driver was transported to the station where he was processed.

#### **PRIVATE PROPERTY ACCIDENT**

On September 17<sup>th</sup>, at approximately 2:09 p.m., a vehicle attempting to park mistakenly hit the accelerator rather than the brake and ran the vehicle into the take-out window area of Greene's Hamburgers. Nobody was injured in the incident, but the take-out area of the restaurant was rendered unusable until repairs could be made.

#### **PROPERTY DAMAGE ACCIDENT**

On September 18<sup>th</sup>, at 11:01 p.m., officers were dispatched to the 36000 block of Smithfield for a Property Damage Accident (PDA). While enroute, dispatch updated responding officers stating that the accident involved a vehicle striking a house. Upon arrival officers located the driver and passenger in the middle of Smithfield. Both occupants were unhurt. Further investigation revealed that the driver was driving too fast and left the roadway driving over two yards and through landscaping before striking a vehicle in the driveway of home number two. The vehicle continued on into a third yard before striking a house. The home suffered minimal damage.

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The driver was put through field sobriety tests and passed same. The driver was issued a violation for reckless driving and released from the scene.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On September 19<sup>th</sup> an officer was on patrol in the area of Orchard Lake Road and Shiawassee. The officer observed a vehicle make several unsafe lane changes while failing to signal. A traffic stop was initiated at Ten Mile and Orchard Lake Road. Upon making contact with the driver, it was found that he had a suspended driver's license. The driver stated he was only driving to get to a job interview. The driver was arrested for DWLS. The driver was transported to the station where he was processed and issued a citation to appear.

#### **POSSESSION OF MARIJUANA**

On September 19<sup>th</sup>, at approximately 11:34 p.m., an officer on patrol stopped a vehicle in the area of Grand River Avenue and Hawthorne for having an expired license plate. Upon interviewing the driver, the officer noted a strong odor of Marijuana emitting from inside the vehicle. The driver admitted to having smoked Marijuana earlier in the vehicle and a subsequent search of the vehicle revealed a Marijuana cigar. The driver was arrested for being in Possession of Marijuana and was housed at the Farmington jail.

#### **OPERATING WHILE INTOXICATED (OWI)**

On September 20<sup>th</sup>, at approximately 1:38 a.m., a sergeant on patrol stopped a vehicle in the area of Grand River Avenue and Halsted for speeding fifteen miles over the speed limit. Upon interviewing the driver, the sergeant noted that she had a strong odor of intoxicants on her breath and exhibited signs of intoxication. The driver admitted to drinking alcohol at Cowley's Pub after she had been drinking at the Harvest Moon Dance. The driver failed several sobriety exams and was arrested for OWI. The driver submitted to a breath test with a result of a .15 BAC and was housed at the Farmington jail.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On September 21<sup>st</sup>, at approximately 3:41 a.m., a sergeant on patrol stopped a vehicle in the area of Orchard Lake Road and Ten Mile for running a red light. Further investigation revealed that the driver has a suspended driver's license. The driver was arrested for DWLS and was processed at the Farmington jail. The driver was released with a citation.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On September 21<sup>st</sup>, at approximately 7:38 p.m., an officer on patrol stopped a vehicle for speeding in the area of Grand River and Farmington Road. Further investigation revealed that the driver had a suspended license and two warrants for her arrest out of Redford Township. The driver was arrested for DWLS and was housed at the Farmington jail. The passenger of the vehicle had a warrant for her arrest out of the



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City of Grosse Pointe but they were unable to pick the passenger up. The passenger was released on scene.

#### **OPERATING WHILE INTOXICATED (OWI)**

On September 21<sup>st</sup>, at approximately 9:20 p.m., an officer on patrol stopped a vehicle in the area of Grand River and Shiawassee for improper lane use, striking a curb several times, and almost striking another vehicle. Upon interviewing the driver, the officer noted that he had an odor of intoxicants on his breath and exhibited signs of intoxication. The driver failed several sobriety exams and was arrested for OWI. The driver submitted to a breath test at the Farmington jail with a result of a .15 BAC. The driver was housed at the Farmington jail.

#### **MISDEMEANOR WARRANT**

On September 21<sup>st</sup>, at approximately 11:58 p.m., an officer on patrol stopped a vehicle in the area of Grand River and Orchard Lake Road for having a headlight out. Further investigation revealed that the driver had a warrant for her arrest out of Novi for false pretenses. The driver was arrested on the warrant and turned over to the Novi police.

#### **MISDEMEANOR WARRANT ARREST**

On September 23<sup>rd</sup>, at 2:25 a.m., an officer stopped a vehicle for improper lane use near Grand River and Drake. A check on the driver revealed that the driver was wanted on a misdemeanor warrant out of Westland with a bond of \$1000. The warrant was confirmed and Westland advised they would like to meet the Farmington officer to take custody of the driver.

#### **MISDEMEANOR WARRANT ARREST**

On September 23<sup>rd</sup>, at 6:53 p.m., an officer stopped a vehicle near Orchard Lake Road and Shiawassee for defective equipment. A check on the driver revealed that the driver had a misdemeanor warrant out of Redford with a bond of \$1000. The warrant was confirmed and Redford was advised they would like the driver. The officer dropped the driver off to Redford police.

#### **MISDEMEANOR WARRANT OTHER DEPARTMENT**

On September 24<sup>th</sup>, at approximately 8:18 p.m., a sergeant on patrol stopped a vehicle in the area of Farmington Road and Eight Mile for having a headlight out. A subsequent investigation revealed that the driver had a warrant for his arrest out of Livonia. The man was arrested and turned over to Livonia police.

#### **OPEN INTOXICANTS IN A MOTOR VEHICLE**

On September 25<sup>th</sup>, at approximately 2:33 a.m., a sergeant on patrol stopped a vehicle in the area of Grand River and Orchard Lake Road for an improper lane use. Further investigation revealed that the passenger had an open bottle of Vodka in the vehicle. The passenger was cited for the open bottle and was released on the scene.

#### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On September 26<sup>th</sup>, at 6:54 p.m., an officer stopped a vehicle at Grand River and

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School for having expired plates. A check on the driver revealed that he had a suspended driver's license. The driver was arrested and the vehicle was turned over to a licensed passenger. The driver was transported to the station where he was processed and released.

#### **DISORDERLY PERSON**

On September 26<sup>th</sup>, at 8:45 p.m., officers were dispatched to the 33300 block of Grand River for a subject who had fallen asleep at the bar. Upon arrival officers woke the subject up and escorted him outside. The subject, who had been drinking, was apologetic and explained that he had been at a funeral all day in town. The subject was transported back to the funeral home where he reconnected with family.

#### **PERSONAL INJURY ACCIDENT**

On September 28<sup>th</sup>, at 3:30 p.m., officers responded to Grand River and Lilac on an injury accident involving a motorcycle. The motorcycle was westbound on Grand River in the right lane when a silver vehicle changed lanes striking the motorcycle. The driver was knocked off the motorcycle and sustained various injuries. The silver vehicle fled the scene without stopping. The injured driver was taken to Botsford Hospital.

#### **OPERATING WHILE INTOXICATED (OWI)/CHILD ENDANGERMENT**

On September 28<sup>th</sup>, at 8:14 p.m., an officer stopped a vehicle at Grand River and Mayfield for speeding and defective equipment. Upon making contact with the driver, the officer smelled the odor of alcohol coming from the driver. The driver admitted to drinking a few beers. The driver submitted to and failed field sobriety tests along with a preliminary breath test. The driver was placed under arrest and transported to the station. At the station the driver agreed to take a breath test which resulted in a breath alcohol level of .18. The driver was housed awaiting arraignment.

The driver had his fourteen year old son in the vehicle adding an additional charge of child endangerment.

#### **WARRANT ARREST OTHER DEPARTMENT**

On September 29<sup>th</sup> an officer on patrol in the area of Grand River and Halsted Road, stopped a vehicle for making an improper turn. Upon making contact with the driver it was found that he had an outstanding Friend of the Court (FOC) warrant out of Wayne County. The driver was arrested for the FOC warrant and transported to the station where he was processed and held for Wayne County Sheriff's Department.

#### **LARCENY FROM AUTOMOBILE**

On September 29<sup>th</sup> a resident of Drakeshire Apartments came into the station to file a delayed larceny report. The resident stated that twice over the past week, she has gone out to her vehicle to find the contents in disarray and items missing. The resident stated she was unsure if she locked her vehicle on the first incident, but is sure her vehicle was locked during the second one. No signs of forced entry to the vehicle and the resident has the only set of keys to same.



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### **HOME INVASION**

On September 29<sup>th</sup> an officer was dispatched to the 22400 block of Hawthorne Street on a report of a home invasion that had occurred. The homeowner stated that she and her husband were out of town on vacation for the past week and returned to find jewelry missing from the home. The homeowner stated that she had her children checking the home while she was gone. Upon further investigation, the homeowner was alerted by her daughter that the grandson had admitted to breaking into the home and stealing the jewelry to pawn to pay for his drug habit. The grandson cooperated with the investigation and the homeowner was able to buy back her jewelry from the pawn shop that the grandson sold the jewelry to. The homeowner wanted to press charges against her grandson for the home invasion. The case was forwarded to the Oakland County Prosecutor's Office for warrant review.

### **DRIVING WHILE LICENSE SUSPENDED (DWLS)**

On September 29<sup>th</sup>, at approximately 8:46 p.m., a sergeant on patrol stopped a vehicle in the area of Orchard Lake Road and Astor Street because the registered owner of the vehicle had a suspended license and warrants for his arrest. Further investigation revealed that the driver was the registered owner and he was arrested for DWLS. The driver contacted a friend who the driver wanted to turn his car over to. When the friend showed up on the scene, a check of the man's name to verify his driving status revealed that he had a warrant for his arrest out of Farmington for DWLS. The friend was arrested on the warrant. Both the driver and the friend were housed at the Farmington jail.

### **OPERATING WHILE INTOXICATED (OWI)**

On September 30<sup>th</sup>, at approximately 3:23 a.m., a sergeant on patrol stopped a vehicle in the area of Shiawassee and Hawthorne for disobeying the red light at Orchard Lake Road and Ten Mile. Further investigation revealed that the driver exhibited signs of intoxication. The driver failed several sobriety exams and a check of her name revealed a suspended driver's license and a warrant for her arrest out of Southfield. The woman was arrested for OWI and was transported to the Farmington jail where she submitted to a Datamaster breath test. The woman had a BAC of a .16 and was housed.

### **LARCENY**

On September 30<sup>th</sup> an officer was dispatched to Chatham Hills Apartments on a report of a bicycle that was stolen from a storage cage. Upon arrival the tenant stated that his green and white Genesis mountain bike was taken from his locked storage cage in the basement of his apartment building sometime over the past week.

Report Date:  
03/2014 9:31:37 AM

Report CLEAR-008 Summary of Offenses

Agency: Farmington City DPS  
ORI: MI6338800

Year to Date Through September

Classification	2013	2014	% Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	1	0	-100.0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	-
09004 JUSTIFIABLE HOMICIDE	0	0	-
10001 KIDNAPPING/ABDUCTION	0	0	-
10002 PARENTAL KIDNAPPING	0	0	-
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	-
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	1	-
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	-
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	-
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	-
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	-
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	1	-
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	2	0	-100.0%
12000 ROBBERY	1	1	0%
13001 NONAGGRAVATED ASSAULT	31	29	-6.5%
13002 AGGRAVATED/FELONIOUS ASSAULT	7	4	-42.9%
13003 INTIMIDATION/STALKING	11	10	-9.1%
20000 ARSON	1	0	-100.0%
21000 EXTORTION	0	0	-
22001 BURGLARY -FORCED ENTRY	16	7	-56.3%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	1	-
23001 LARCENY -POCKETPICKING	0	0	-
23002 LARCENY -PURSESNAATCHING	0	0	-
23003 LARCENY -THEFT FROM BUILDING	15	19	26.7%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	2	0	-100.0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	17	12	-29.4%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	2	2	0%
23007 LARCENY -OTHER	26	19	-26.9%
24001 MOTOR VEHICLE THEFT	2	5	150.0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	1	1	0%
24003 MOTOR VEHICLE FRAUD	0	0	-
25000 FORGERY/COUNTERFEITING	3	2	-33.3%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	2	8	300.0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	10	3	-70.0%
26003 FRAUD -IMPERSONATION	9	14	55.6%
26004 FRAUD -WELFARE FRAUD	0	0	-
26005 FRAUD -WIRE FRAUD	0	0	-
27000 EMBEZZLEMENT	1	0	-100.0%
28000 STOLEN PROPERTY	2	2	0%
29000 DAMAGE TO PROPERTY	19	25	31.6%
30001 RETAIL FRAUD -MISREPRESENTATION	3	1	-66.7%

Agency: Farmington City DPS  
ORI: MI6338800

Oakland County CLEMS  
REPORT EXCLUDES UCR STATUS OF UNF

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3/2014 9:31:37 AM

## Report CLEAR-008 Summary of Offenses

Agency: Farmington City DPS  
ORI: MI6338800

## Year to Date Through September

Classification	2013	2014	% Change
30002 RETAIL FRAUD -THEFT	4	2	-50.0%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	-
30004 ORGANIZED RETAIL FRAUD	0	0	-
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	33	30	18.2%
35002 NARCOTIC EQUIPMENT VIOLATIONS	15	25	66.7%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	-
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	-
37000 OBSCENITY	1	0	-100.0%
39001 GAMBLING- BETTING/WAGERING	0	0	-
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	-
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	-
39004 GAMBLING -SPORTS TAMPERING	0	0	-
40001 COMMERCIALIZED SEX -PROSTITUTION	0	1	-
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTI	0	0	-
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	-
51000 BRIBERY	0	0	-
52001 WEAPONS OFFENSE- CONCEALED	5	7	40.0%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	-
52003 WEAPONS OFFENSE -OTHER	2	0	-100.0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	-
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	-
<b>Total for Group A</b>	<b>244</b>	<b>241</b>	<b>-1.2%</b>
01000 SOVEREIGNTY	0	0	-
02000 MILITARY	0	0	-
03000 IMMIGRATION	0	0	-
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	-
14000 ABORTION	0	0	-
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	1	-
22004 POSSESSION OF BURGLARY TOOLS	0	0	-
26006 FRAUD -BAD CHECKS	3	2	-33.3%
36003 PEEPING TOM	0	0	-
36004 SEX OFFENSE -OTHER	0	2	-
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	2	2	0%
38002 FAMILY -NONSUPPORT	0	0	-
38003 FAMILY -OTHER	0	1	-
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	-
41002 LIQUOR VIOLATIONS -OTHER	30	29	-3.3%
42000 DRUNKENNESS	0	0	-
48000 OBSTRUCTING POLICE	7	5	-28.6%
49000 ESCAPE/FLIGHT	0	0	-
50000 OBSTRUCTING JUSTICE	18	32	77.8%

Agency: Farmington City DPS  
ORI: MI6338800

Oakland County CLEMIS  
REPORT EXCLUDES UCR STATUS OF UNF

Report: CLEAR-008  
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## Year to Date Through September

Classification	2013	2014	% Change
53001 DISORDERLY CONDUCT	11	15	36.4%
53002 PUBLIC PEACE -OTHER	4	5	25.0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	2	4	100.0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	57	100	75.4%
55000 HEALTH AND SAFETY	5	7	40.0%
56000 CIVIL RIGHTS	0	0	-
57001 TRESPASS	8	11	22.2%
57002 INVASION OF PRIVACY -OTHER	0	0	-
58000 SMUGGLING	0	0	-
59000 ELECTION LAWS	0	0	-
60000 ANTITRUST	0	0	-
61000 TAX/REVENUE	0	0	-
62000 CONSERVATION	2	1	-50.0%
63000 VAGRANCY	0	0	-
70000 JUVENILE RUNAWAY	4	0	-100.0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	41	31	-24.4%
75000 SOLICITATION	0	0	-
77000 CONSPIRACY (ALL CRIMES)	0	0	-
<b>Total for Group B</b>	<b>195</b>	<b>248</b>	<b>27.2%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	58	39	-32.8%
2900 TRAFFIC OFFENSES	127	198	55.9%
3000 WARRANTS	185	210	27.3%
3100 TRAFFIC CRASHES	249	219	-12.0%
3200 SICK / INJURY COMPLAINT	552	661	19.7%
3300 MISCELLANEOUS COMPLAINTS	1204	1304	8.3%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	-
3500 NON-CRIMINAL COMPLAINTS	1413	921	-34.8%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	-
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	287	1069	272.5%
3800 ANIMAL COMPLAINTS	124	107	-13.7%
3900 ALARMS	229	235	2.6%
<b>Total for Group C</b>	<b>4408</b>	<b>4963</b>	<b>12.6%</b>
2700 LOCAL ORDINANCES - GENERIC	0	0	-
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	6	4	-33.3%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	5	400.0%
4200 PARKING CITATIONS	4	1	-75.0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	3	-
4400 WATERCRAFT CITATIONS	0	0	-
4500 MISCELLANEOUS A THROUGH UUUU	560	583	4.1%
4600 LIQUOR CITATIONS / SUMMONS	0	0	-
4700 COMMERCIAL VEHICLE CITATIONS	0	0	-



Year to Date Through September

Classification	2013	2014	% Change
4800 LOCAL ORDINANCE WARNINGS	0	0	-
4900 TRAFFIC WARNINGS	0	0	-
<b>Total for Group D</b>	<b>571</b>	<b>596</b>	<b>4.4%</b>
5000 FIRE CLASSIFICATIONS	105	114	8.6%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	-
<b>Total for Group E</b>	<b>105</b>	<b>114</b>	<b>8.6%</b>
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	-
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	-
6200 ARREST ASSIST	0	0	-
6300 CANINE ACTIVITIES	0	0	-
6500 CRIME PREVENTION ACTIVITIES	0	0	-
6600 COURT / WARRANT ACTIVITIES	0	0	-
6700 INVESTIGATIVE ACTIVITIES	0	0	-
<b>Total for Group F</b>	<b>0</b>	<b>0</b>	<b>-</b>
<b>Total for all Groups</b>	<b>5523</b>	<b>6162</b>	<b>11.6%</b>

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
October 20, 2014

**Reference  
Number  
(ID # 1697)**

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

**Description:** Consideration to Accept Resignations of James McGlincy from the Farmington Area Arts Commission and Erica Reaves from the Children, Youth and Families Commission

**Requested Action:**

Move to accept the resignation of James McGlincy and Erica Reaves from respective commissions

**Background:**

City Administration received a letter from Mr. James McGlincy resigning from the Farmington Area Arts Commission due to progressive health issues. For the past eight years Mr. McGlincy served on the Commission and greatly supported the study and presentation of performing and creative arts. His term of office expires June 30, 2015. The city truly appreciates his volunteer participation and valuable time expended on our behalf.

In addition, City Administration received a letter from Ms. Eric Reaves resigning from the Commission on Children, Youth & Families due to other commitments. Though Ms. Reaves tenure was brief she contributed greatly to the commission serving on several committees and even hosting and interviewing guests on spotlight shows with SWOCC. Her term of office expires December 31, 2017.

The city truly appreciates the volunteer participation and valuable time expended by Mr. McGlincy and Ms. Reaves.

**Agenda Review**

**Review:**

**Vincent Pastue      Pending**  
**City Manager      Pending**  
**City Council Pending      10/20/2014 7:00 PM**

October 1, 2014

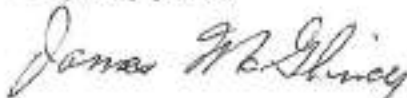
Farmington City Council  
23600 Liberty Street  
Farmington MI 48335

ATTN: William E. Galvin, Mayor

It is with regret and sadness that I am resigning my appointment to the Farmington Area Arts Commission this date. My Parkinson's Disease has progressed to the point that I can no longer give full service to the Commission that it deserves.

I have enjoyed my tenure on the Commission and hopefully enhanced the cultural life of our communities.

Very truly yours,



James McGlincy  
33868 Glenview Dr.  
Farmington MI 48335

Cc: Farmington Area Arts Commission  
Rachel Timlin, Cultural Arts Coordinator, Farmington Hills MI

Life is Short, the Arts Endure

September 1, 2014

Erica G. Reaves  
P. O. Box 848  
Farmington, MI. 48332

Mayor William E. Galvin  
The City of Farmington  
23600 Liberty Street  
Farmington, MI 48335

Dear Mr. Mayor:

Upon speaking with you and per your request, I am following up with you in writing regarding my current appointed position as a Commissioner for the Children, Youth and Families Board for the City of Farmington, MI.

As I shared with you, it is with much regret that I will be taking a short-term assignment out of the City of Farmington/Farmington Hills territory- and with that you informed me that although it is short-term, I must still step down from my position as a City Commissioner. This will be effective on effective September 5, 2014. I appreciate the fact you mentioned that there is hope to be reinstated to my post upon my return, and I thank you for that.

Although the length of my service time was short, I worked hard and found my contributions to the Board to be very productive. Overall, my time of service was very rewarding- And it was very intriguing to serve on the Issues Committee, where most of the events are planned, developed and executed out. I learned a lot from the wonderful minds that take time out of their early mornings to meet and plan each venue. It was joy to have the opportunity to submit my thoughts and ideas to the team and then see the fruit of our labor manifest at each event.

Upon my departure, I was working with the Bully Committee to develop an informative venue to educate families on the dangers of Cyber-Bullying and more. I had also completed two CYF Spotlight Shows with SWOCC Studios, hosting two fantastic guests, one being an interview with the new Superintendent of Farmington Public Schools, Dr. George C. Heitsch.

Again, it is very possible that I will be returning soon, and hopefully even reinstated. Furthermore, I still have aspirations of running for City Council again in the future; so I will not close the door on the great City of Farmington just yet.

Again, I thank you so very much for appointing and entrusting me with this most important position of serving alongside of some of the most amazing community leaders and volunteers; all working together to produce excellent venues that will enrich the lives of our most precious gems in the community...our Children, Youth and Families.

Sincerely,

Erica G. Reaves

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
October 20, 2014

**Reference  
Number  
(ID # 1698)**
**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Approve Increase in the Hours for Civic Theater Assistant

**Requested Action:**

Move to authorize the Civic Theater Assistant Manager to work up to 40 hours per week.

**Background:**

City Administration is recommending that the Civic Theater allow the Assistant Manager to work up to 40 hours per week. Heretofore, the City has managed the number of hours part-time employees can work to less than 30 per week. The rationale is that under Affordable Health Care this would trigger eligibility for employer funded medical insurance.

Earlier this year during a budget study session, we discussed the fact the General Manager Scott Freeman desired to have his Assistant Manager work more than 30 hours per week but was limited because of the City's policy. From his standpoint, and the employee's, the health insurance was not the issue. After meeting with Mr. Freeman, I am comfortable recommending that we allow the Assistant Manager to work up 40 hours per week. The individual would be eligible for single-person coverage but would be required to pay the payroll deductions for such coverage. We are not looking to increase the hourly rate of pay and think the incumbent employee would likely decline this benefit. The operating profit from the Civic Theater has increased over each of the last three years. In a worst case scenario, the Civic Theater would still be profitable and continue its re-investment of profits toward facility and operational improvements.

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

Vincent Pastue	Pending
City Manager	Pending
City Council Pending	10/20/2014 7:00 PM

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
October 20, 2014

**Reference  
Number  
(ID # 1699)**

**Submitted by:** Amy Norgard, Controller

**Description:** Consideration to Schedule Program Year 2015 Community Development Block Grant Application Public Hearing

**Requested Action:**

Move to schedule a public hearing on November 17, 2014 for public comment on the proposed Program Year 2015 Community Development Block Grant application.

**Background:**

The city's Community Development Block Grant (CDBG) funding for 2015 is projected by Oakland County to be \$25,708. As part of the application process, the city must hold a public hearing. Our completed application, accompanied by a resolution of Council approval, must be submitted to Oakland County by January 16, 2015.

As Council knows, CDBG funding eligibility is restricted to projects or programs that meet specific objectives determined by the federal Department of Housing and Urban Development (HUD). Of these objectives, Farmington is limited to CDBG funding for projects where "the primary beneficiaries are low or moderate income people."

Council may recall from previous years' CDBG applications that senior programs/projects receive special eligibility consideration. The administration's preliminary recommendation, outlined below, proposes a CDBG program that is not administratively burdensome, and continues current city funding level for the senior center and senior services.

CDBG funds are federal funds administered by the Department of Housing and Urban Development.

The administration's preliminary recommendation is that Council considers establishing the following development objectives: (1) senior center and (2) public services (senior services). The administration proposes allocating \$17,996 for senior center and \$7,712 for public services (senior services).

**Agenda Review**

**Review:**

**Amy Norgard**            **Pending**  
**City Manager**        **Pending**  
**City Council Pending**    **10/20/2014 7:00 PM**

**CITY OF FARMINGTON  
NOTICE OF PUBLIC HEARING  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

NOTICE IS HEREBY GIVEN that the City of Farmington will hold a public hearing on the use of Community Development Block Grant Funds. The Hearing will be held on Monday, November 17, 2014 at 7:00 p.m. EDT in the Council Chambers, Farmington City Hall, 23600 Liberty Street, Farmington, Michigan for the purpose of hearing public comments on the Community Development Block Grant (CDBG) Program Year 2015 application in the approximate amount of \$25,708 to fund eligible projects. **All interested citizens are requested to attend the Hearing. Comments will also be received in writing or in person at the City Clerk's Office, Farmington City Hall, until 4:30 p.m. on Monday, November 17, 2014.** Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 72-hour advance notice. Contact Vincent Pastue, City Manager at 248-474-5500, x 2222 or by e-mail at [vpastue@ci.farmington.mi.us](mailto:vpastue@ci.farmington.mi.us) for special services.

Susan K. Halberstadt  
City Clerk

Publish: Farmington Observer, Thursday, November 7, 2014

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
October 20, 2014

**Reference  
Number  
(ID # 1709)**

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

**Description:** Consideration to Approve Payment to Pipeline Management Co. for Sewer Video and Cleaning Services

**Requested Action:**

Move to approve payment to Pipeline Management Co. in the amount of \$19,247.00 for sewer video and cleaning services.

**Background:**

City Administration is requesting that City Council authorize payment to Pipeline Management Co. for video and cleaning of the sewer main in Farmington Road in the streetscape project area. The City's consulting engineers Orchard Hiltz and McCliment solicited proposals on behalf of the City from vendors that perform this work and recommended Pipeline Management Co. for this relatively small project. The project is necessary as part of the Farmington Road Streetscape Project to determine if any sewer main work is necessary before proceeding with surface improvements. The amount of work exceeds the City Manager's \$10,000 purchase authority and prior approval was not requested which is why this item is presented for approval. This work will be paid out of the Water and Sewer Fund.

**Agenda Review**

**Review:**

**Vincent Pastue      Pending**  
**City Manager      Pending**  
**City Council Pending      10/20/2014 7:00 PM**





# PIPELINE MANAGEMENT CO., INC.

Michigan Department of Transportation Prequalified Contractor  
Pipeline Inspection, Maintenance, Repair and Rehabilitation

5/16

To: Mr. Chuck Eudy  
City of Farmington, MI  
23600 Liberty Street  
Farmington, MI 48335

<b>Invoice No.</b>	<b>2014-066</b>
Invoice Date:	9/29/2014
Payment Terms:	Net 30

**Project Ref.: Farmington, MI- Sanitary Sewer Cleaning- Farmington Rd. & Grand River**

Itemized Invoice Detail					
No.	Description	Quantity		Unit Price	Extension
1	Sanitary Sewer Video Inspection	2,924.5	LF	\$ 1.00	\$ 2,924.50
2	Sanitary Sewer Cleaning	2,924.5	LF	\$ 5.00	\$ 14,622.50
3	By-Pass Pumping	1.0	LS	\$ 750.00	\$ 750.00
4	Inspection of Manholes	-	EA	\$ 150.00	\$ -
5	Protruding Leads	-	EA	\$ 250.00	\$ -
6	Traffic Control	1.0	LS	\$ 950.00	\$ 950.00
<b>Total Invoice Amount</b>					<b>\$ 19,247.00</b>

Please call 248-685-1500 if you have any questions concerning this invoice.  
Thank you for your business!

RECEIVED  
OCT 14 2014

BY: .....

AMOUNT APPROVED:	\$ 19,247.00
ACCOUNT #:	592-615.13-818
AMOUNT:	
Approved By: <i>CTK</i>	Date: <i>10/13/14</i>
Method: <input type="checkbox"/> PO	

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
October 20, 2014

**Reference  
Number  
(ID # 1700)**

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

**Description:** Public Hearing - Farmington Grand River Corridor Improvement Authority's Development and Tax Increment Financing Plan

**Requested Action:**  
Open public hearing and close.

**Background:**

The Corridor Improvement Authority retained LSL Planning to facilitate and assist in the preparation of the development and tax increment financing plans. The Farmington Corridor Improvement Authority ultimately adopted the two plans and recommended approval to the City Council. At the City Council's August 18 meeting the City Council scheduled a public hearing for October 20, 2014. Notice of the public hearing was provided in accordance with statutory requirements.

City Administration recommends that the City Council not take action at the October 20 meeting to adopt the two plans. We are statutorily required to send the public notice by certified mail to all taxing entities subject to tax increment capture. We have received notice from Huron Metro Parks that they will not participate in the tax capture. We received notice that Oakland County will not participate but will negotiate a separate agreement to permit their tax capture. Both cities and Oakland County are optimistic this agreement will be in place by the end of the calendar year. However, our recommendation is to wait until we have an agreement with Oakland County before adopting the development and tax increment financing plans. We have not received any formal correspondence from the Farmington Public Library, Oakland County Public Transit (SMART), Oakland County Parks, or Oakland Community College.

**Agenda Review**

**Review:**

**Vincent Pastue      Pending**  
**City Manager      Pending**  
**City Council Pending      10/20/2014 7:00 PM**

# Grand River Corridor Improvement Authority Development & TIF Plan



City of Farmington  
DRAFT: 2/5/

Attachment: Grand River CIA - Draft Development and TIFPlan[2](4) (1700 : Public Hearing - Farmington



# ACKNOWLEDGEMENTS

The Grand River Corridor Improvement Authority was established in 2013, pursuant to the Corridor Improvement Authority Act (Act 280 of 2005). The purpose of the Authority is to develop a strategy for revitalization of the Grand River Avenue Corridor in the City of Farmington.

For their vision and development of this plan, the following community leaders are recognized:

<p>City of Farmington CIA Board:          Tony Anthony          Tom Buck          Dr. David Carron          Paul King, Chair          Jeff Scott          Patrick Thomas          Jim Smith</p>
<p>City of Farmington Staff:          Vincent Pastue, City Manager          Kevin Christiansen, Community and Economic Development Director</p>

This plan was prepared with assistance from LSL Planning, Inc.



The projects in this plan are based on the findings and recommendations from the Grand River Corridor Vision Plan. For their leadership in developing that document, the City of Farmington wishes to acknowledge OHM Engineering Advisors:



The Grand River Corridor Vision Plan was a joint effort between the Cities of Farmington and Farmington Hills. To recognize their collaboration and involvement in this project from its inception, the following partners from the City of Farmington Hills are recognized:

<p>City of Farmington Hills CIA Board:          Teresa Brazzle          Barry Brickner          Spencer Brown, Chair          Michael Gendjar          Susan Haight          Jasdeep Mann</p>
<p>City of Farmington Hills Staff:          Steve Brock, City Manager          Nate Geinzer, Assistant to the City Manager          Marc Stec, City Planner</p>

ADOPTED BY CORRIDOR IMPROVEMENT AUTHORITY BOARD: \_\_\_\_\_  
ADOPTED BY FARMINGTON CITY COUNCIL: \_\_\_\_\_

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# INTRODUCTION



Attachment: Grand River CIA - Draft Development and TIF Plan [2](4) (1700 : Public Hearing - Farmington

# INTRODUCTION TO THE GRAND RIVER CORRIDOR

In 2009, the Cities of Farmington and Farmington Hills identified a need to work collaboratively to re-energize the Grand River Corridor from 8 Mile Road in Farmington Hills to Mayfield Road in Farmington. After completing their respective master plans, both communities identified a need for further planning along the Corridor.

Since adopting their Master Plans, each City has established a Corridor Improvement Authority (CIA) to address their respective segments of the corridor. While statutorily, both Authority Boards must work independently, to achieve the best results, both communities agreed that they need to work cooperatively to create a consistent vision for the Corridor and establish a shared plan to implement that vision.

## PURPOSE OF THIS PLAN

The Grand River Corridor Vision Plan was adopted in September 2013, and provides a guide for future growth and development, including capital improvements. The purpose of this Development and Tax Increment Financing Plan is to implement the recommendations presented for the portion of the Corridor located in the City of Farmington.

In that regard, this Plan sets forth the various tools the City may use to accomplish the identified projects.

## FARMINGTON’S APPROACH

Ordinarily, Tax Increment Financing Plans are developed to provide the primary or sole source of financing for improvements in the district.

**The City of Farmington is committed to diversifying the list of tools used to achieve success, so that not all projects will require public / TIF financing.**

However, development of a CIA is necessary to achieve successful redevelopment of the Grand River Corridor, in part because of legislative restrictions that limits the municipality’s ability to broker land deals and facilitate partnerships with private businesses and property owners.

The City and the CIA will work together to leverage TIF financing by using any number of the following tools, either individually or in combination:

### SPECIAL ASSESSMENT DISTRICTS

The City can establish a district within which improvements can be made at the City’s expense, with a repayment schedule

that will be paid as part of each beneficiary’s tax bill.

### GRANTS

The City actively pursues grants for street improvements (MDOT), brownfield redevelopment (MEDC), historic preservation (MSHPO), parks and recreation (MDNR) and other improvements throughout the City. Where possible, these resources will be used to fund relevant improvements within the corridor.

### COMMERCIAL REHABILITATION DISTRICTS

The City is enabled by State legislation to approve a CR District where the property value is frozen at the value on the date the district is created, and will not increase until a date specified by the City.

### CITY STAFF ASSISTANCE

The City is staffed with a variety of experts eager to assist with redevelopment projects. The City, with the help of the Corridor Improvement Authority, can organize meetings between property owners, help to assemble or acquire land, perform technical studies and market analyses, or provide financing assistance on a variety of projects.

### REDEVELOPMENT READINESS

The City of Farmington maintains a positive attitude toward redevelopment. Redevelopment and change are necessary to a revitalization of the corridor; therefore,

City officials understand that increased density, alternative development concepts or unique, creative alternatives to the status quo may be necessary to implement the vision for the district. To that end, the City has streamlined its development review process, often working with applicants to ensure a smooth approval process. It has also incorporated many modern concepts in the ordinance, such as a PUD option that provides incentives for projects that achieve the City's vision; and more business-friendly non-conforming and re-use policies.

**EXPEDITED REVIEW**

In many ways, the City already expedites redevelopment projects – allowing for pre-application meetings, administrative approval and sketch plan reviews. Additional ways to expedite redevelopment in the district are being explored and will likely be implemented as part of the priority projects recommended in this Plan.

**DESIGNATION OF BOUNDARIES**

The overall Grand River Corridor includes 460 acres of land, and three miles of Grand River Avenue. The portion in Farmington represents 99.3 acres and 1.08 miles of Grand River Avenue. The boundaries of the entire Grand River Corridor and the limits of the Farmington Corridor Improvement Authority is shown to the right.



### NEED FOR A CORRIDOR IMPROVEMENT AUTHORITY

The Grand River Avenue Corridor is a historically significant corridor that traverses southern Oakland County. In its heyday, it provided an array of commercial and service uses to residents within the region. However, as highway systems have evolved, modern shopping centers developed, and transportation patterns shifting, the corridor has been plagued by a general decline in property values. These are due in part to a number of challenges, including parcel sizes and configurations, transportation routes, aging structures, and generally a lack of cohesion and identity.

During development of the Grand River Corridor Vision Plan, members of the business community and the public were invited to provide their observations of the corridor. Through that process, and through numerous meetings with a CIA Task Force and each local Planning Commission, the following more specific needs arose:

- ▶ Define and promote economic development
- ▶ Improve the streetscape
- ▶ Strengthen surrounding neighborhoods

- ▶ Enhance connections within the Corridor, and connect to areas adjacent to the Corridor
- ▶ Improve the image/character
- ▶ Improve access for walking and biking
- ▶ Utilize existing assets
- ▶ Create places for gathering/entertainment

### POWERS OF THE AUTHORITY

According to the Act, the CIA Board has the authority to do any of the following:

- ▶ Economic analyses.
- ▶ Growth impact studies and analysis.
- ▶ Plan for and construct, renovate, repair, remodel, rehabilitate, restore, preserve, or reconstruct a public facility, an existing building, or a multiple-family dwelling unit.
- ▶ Improve public facilities within the development area to comply with barrier free design requirements.
- ▶ Develop long-range plans, in cooperation with the agency that is chiefly responsible for planning in the municipality.
- ▶ Develop or redevelop property.
- ▶ Make and enter into contracts.
- ▶ Acquire, own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or

personal, or rights or interests in the property.

- ▶ Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple-family dwellings.
- ▶ Fix, charge, and collect fees, rents, and charges for the use of any facility, building, or property under its control.
- ▶ Lease, in whole or in part, any facility, building, or property under its control.
- ▶ Accept grants and donations of property, labor, or other things of value from a public or private source.
- ▶ Conduct public relations campaigns, develop, coordinate, and conduct retail and institutional promotions, and sponsor special events and related activities.
- ▶ Contract for broadband service and wireless technology service.
- ▶ Perform site improvements.
- ▶ Incur expenses and expend funds to pay or reimburse a public or private person for costs associated with any of the improvements.
- ▶ Make and enter into financing arrangements with a public or private person.

# PHYSICAL CORRIDOR CONDITIONS

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Attachment: Grand River CIA - Draft Development and TIFPlan[2](4) (1700 : Public Hearing - Farmington



## EXISTING LAND USE

A land use analysis of the study area was conducted and focused on housing, retail, office, and institutional uses. The goal of this task was to establish baseline data of current land uses against anticipated market trends in the study area.

The existing land use conditions in the Corridor were largely a result of Grand River Avenue’s historical roots as a primary arterial roadway radiating from Detroit. As a result, over time, the Corridor has been home to a variety of land uses including industrial, housing, and commercial and neighborhood services.

Today the Corridor can be characterized as commercial with hubs of institutional, housing, and office uses. The existing land uses within the development area are shown on the Existing Land Use Map.

**LAND USE KEY FINDINGS**

- ▶ Large areas of the Corridor are retail or vacant land creating opportunities for redevelopment and integration of a variety of land uses.
- ▶ There is a large volume of commercial/ retail related uses in the Corridor and the region that limits the competition for commercial space and in turn drives down rents and values.
- ▶ Lot sizes vary from short shallow lots to larger commercial super centers. The small shallow lots present some challenges from a redevelopment perspective because they do not easily accommodate a variety of building types and sizes.
- ▶ There is currently no class A office space that creates an opportunity for new office product, specifically along M-5.
- ▶ Quality public spaces do not exist in any significance along the Corridor.
- ▶ There are a number of entertainment-type land uses in the Corridor that are aging but are valued by the community.

## EXISTING ZONING

Zoning along Grand River Avenue include a variety of residential, commercial and industrial districts scattered along the corridor. Existing zoning is shown on the Zoning Map.

- ▶ C2, Community Commercial
- ▶ C3, General Commercial
- ▶ R4, Multiple-Family Residential (1 bedroom)
- ▶ R3, Multiple-Family Residential
- ▶ R1P, Single-Family Parking
- ▶ OS, Office Service

One of the goals of this plan is to revise the zoning ordinance to encourage development consistent with the Grand River Corridor Vision Plan and do encourage redevelopment using a streamlined review approach.





Attachment: Grand River CIA - Draft Development and TIFPlan[2](4) (1700 :

Existing Land Use

Draft: January 2014





Attachment: Grand River CIA - Draft Development and TIFPlan[2](4) (1700 :

Future Land Use

Draft: January 2014





# PHYSICAL CONDITIONS

## NATURAL AMENITIES

The Rouge River offers an excellent opportunity for development along the Corridor, creating a dense tree canopy that extends from Downtown Farmington through the length of the study area and past Eight Mile Road. Because areas adjacent to waterways are often highly desirable for residential and light commercial land uses, these properties should leverage the river and tree canopy as a unique amenity. The addition of walking or biking trails along the river corridor would be a great opportunity to provide recreation for the community, as well as establishing a safe, walkable connection to properties throughout the Corridor.

## PEDESTRIAN CONNECTIVITY

The three-mile stretch of Grand River Avenue study area contains a total of just five pedestrian crossings that connect the north and south sides of the street. Pedestrian crossings spaced at such large distances make it very difficult for people to access many of the businesses and properties along the Corridor. Pedestrians in some areas of the Corridor could walk up to one half mile just to reach a street crossing. In addition, the width of the street (four lanes per direction of travel) and volume of traffic to the south of the

interchange make crossing the street in this area both difficult and unsafe.

**PHYSICAL CONDITIONS KEY FINDINGS**

- ▶ Dominated and segregated by existing roadway design
- ▶ Retail dominated district
- ▶ Real and perceived vacancies
- ▶ Northwest area of interchange largely underutilized
- ▶ Multiple gateways
- ▶ Access management and traffic flow issues
- ▶ Large expanse of area between current pedestrian crossings (one mile)
- ▶ Limited public transit opportunities
- ▶ Fragmented corridor character

## GATEWAYS

Gateways are an effective way to signal the entry into an area or district and reinforce the brand/ image of a place. Three primary gateways are present within the Corridor, with a large majority of the traffic along Grand River Avenue entering and exiting through one of these areas. These gateways are the first areas residents and visitors experience when entering the Corridor and provide an opportunity to make a positive impression and experience. Several

secondary gateways are evident throughout the Corridor, including the intersections of Grand River Avenue at Orchard Lake Road, Nine Mile Road and Middlebelt Road. These secondary gateways should convey the entry into the commercial corridor from the surrounding residential districts.

## CHARACTER

Development along the Corridor has occurred throughout the past several decades in an uneven and inconsistent pattern. The Corridor currently supports a mixture of land uses and buildings of various architectural styles, quality, sizes and ages. While portions of the Corridor have received substantial investment throughout the years, effort should be made to address blighted properties and increase the overall quality and aesthetics within the district.

## PARKING

The Grand River Avenue Corridor developed around the automobile and thus parking is a necessary consequence. Segregated land uses that provide enough parking for peak demand create large areas of parking that may be fully utilized only several days out of the year, if ever. Shared parking and access agreements, reductions in minimum parking requirements, and arrangements of complementary land uses are all recognized ways to reduce the burden of parking on landowners.

**TRANSPORTATION NETWORK**

The system of roads within the district generally functions around Grand River Avenue. Key intersecting roads include Power Road, Orchard Lake Road North, Orchard Lake Road South, and Tuck Road. To the immediate east and south of the study area is the M-5 Freeway.

Grand River Avenue carries the greatest volume of traffic than any other surface road in the City. The portion of Grand River in Farmington is situated between two interchanges with the M-5 freeway. The study area for this plan generally addresses the eastern half of the corridor.

Historically, Grand River Avenue was planned to be a part of the I-96 highway route. In the late-1940s and 1950s, Grand River Avenue was identified by the Michigan State Highway Department as M-16, and was later petitioned to be renamed as the I-96 Business Loop.

As with many historic arterial corridors, Grand River Avenue now serves a different function than it did when the City originally developed. Much traffic has shifted to the M-5 freeway during peak travel hours, which has resulted in a wide, 5-lane corridor throughout the study area. While this size was necessary to carry the once high volumes within the City, and enhancements to other transportation corridors, has lowered traffic volumes. Today, vehicular

traffic within the corridor operates well and experiences very little congestion. Non-motorized facilities are present, but not as inviting as they could be. Sidewalks run the length of the corridor, but are generally only five feet in width, and in some locations, are located adjacent to the vehicular portion of the street.

An assessment of vehicular traffic conditions based on available data and observations was conducted as part of the Grand River Corridor Vision Plan. The purpose was to identify issues involving circulation/network, safety, connectivity, or access management, and to what degree they may influence future development in the Corridor.

The results of the assessment showed the existing level of service in the study area was typically rated at an A or B level, primarily allowing for free flowing traffic with little to no delays.

The traffic assessment was also performed to understand the current levels of service along Grand River Avenue and explore the potential for a future road diet. A road diet is a concept that reconfigures multiple-lane roads into fewer travel lanes. Road diets are most often implemented on four-lane "prime connector" and "arterial corridors" with traffic volumes low enough (generally 18,000 – 20,000 vehicles per day or less) and where the conversion is expected to

maintain acceptable levels of service, both along the street, and at key intersections.

Often, road diets are used to narrow roads with extra vehicle carrying capacity by converting vehicular travel lanes into bike lanes, on-street parking, landscaping, and/or sidewalks.

The road diet analysis conducted for Grand River showed that, aside from one location, traffic along the corridor would continue to operate at acceptable Levels of Service (LOS). The LOS between the two traffic signals at the Orchard Lake Road split dropped to a LOS D and LOS E, which are considered to be very unstable flow. A road diet could be considered for the majority of the corridor, but some additional study and analysis would be required. In addition, alternatives such as maintaining the current road configuration or use of intersection redesigns at the Orchard Lake Road intersections should be explored.

**OPEN SPACE AND UNDEVELOPED AREAS**

There are very few vacant sites along the corridor that are not constrained by natural features. Therefore, there are no specific parcels identified to remain as open space. A goal of this plan is to encourage inclusion of public plazas and open spaces within the larger redevelopment projects. The City or CIA may purchase land for such purposes in the future, but presently, no dedicated

parks or open spaces exist within the development area.

The image to the right, from the Grand River Corridor Vision Plan, summarizes the physical form observed in the development area.





**PUBLIC INVOLVEMENT**

Public outreach and engagement was a critical step in the planning process. A realistic and implementable plan must be guided by the goals and aspirations of the community. The public engagement process for the Grand River Corridor Vision Plan used a multifaceted approach that included public meetings, focus groups, and an online survey.

The overall public engagement approach was widely advertised to the community through a comprehensive outreach campaign. Community members from Farmington and Farmington Hills had a variety of opportunities to have their thoughts and opinions heard regarding the future of the Grand River Corridor.

**PUBLIC MEETINGS**

▶ **COMMUNITY SUMMIT**

A Community Summit was hosted for the general public to contribute to the planning process. The meeting took place on January 23, 2013 at the William M. Costick Activities Center. The consulting team gave participants an overview of the project including the goals, planning process, study area, and key findings from the existing conditions analysis. Small groups were formed and organizers led participants through an idea gathering exercise as well as a PET mapping exercise. (See

stakeholder meeting section for a description of these exercises). Forty-six residents and business owners contributed more than 150 ideas and recommendations for shaping the future of the Corridor.

The facilitator from each group shared a summary of the results of the Ideas for the Future exercise and gave an overview of the PET map. Many of the groups had similar ideas and concerns and several themes emerged.

▶ **COMMUNITY OPEN HOUSE**

On March 13, 2013 a public open house was held to present draft elements of the vision Plan and the general public’s input on the Plan elements. Attendees had an opportunity to comment on the vision for the Plan, development principles, focus area plans, and transportation options. In general, the public responded positively to the draft elements presented, and gave some recommendations to amend elements of the focus area plan and development principles. Approximately 60 members of the public attended the meeting and completed 16 worksheets, providing feedback on the vision, principles, objectives, and focus area plans.

**FOCUS GROUP MEETINGS**

The planning team held a series of meetings with stakeholders and staff on November 19, 2012. A total of four meetings were held that included members

of the business community, developers, government officials, chamber of commerce members, community organizers and millennials, staff members from Farmington and Farmington Hills and 18 community stakeholders participated in the meetings.

**ONLINE SURVEY**

A web survey was created on December 12, 2012 to collect feedback from the general public. A number of newspaper articles and websites advertised the survey, asking for the public’s participation. The survey included four questions:

1. What can we do to improve the Corridor to make it the best that it can be in the future?
2. What do you think the biggest challenge is facing the Corridor?
3. If the boulevard between the interchange and Eight Mile Road was utilized or improved, what would you like to see incorporated into the overall design?
4. If the Corridor Improvement Authority were to use special funding mechanisms to conduct capital improvements in the Corridor without raising taxes, what would you see as the highest priority for investment?

In general, many of the responses expressed concern over the Corridor’s character, mobility, economic viability and building vacancy issues.



# DEVELOPMENT PLAN



Attachment: Grand River CIA - Draft Development and TIFPlan[2](4) (1700 : Public Hearing - Farmington

## DEVELOPMENT PLAN OVERVIEW

In 2005 the State of Michigan enacted the Corridor Improvement Authority Act (Act 280 of 2005) to provide for the establishment of a Corridor Improvement Authority (CIA) with the goal to correct and prevent deterioration in business districts, allow for the creation and implementation of development plans, promote the economic growth of the districts, and authorize the use of tax increment and other financing to achieve such goals.

The City of Farmington plans to use the Grand River Corridor CIA to revitalize the existing business district and create an inviting place for residents, visitors and shoppers in the area. The CIA has established the district and developed a Vision Plan that identifies public and private improvements necessary to prevent or correct deterioration in the corridor and encourage new private investment.

The CIA can capture new tax increment in the district (TIF) and use it to pay for improvements that otherwise could not be afforded by either local businesses or township government. Moreover, creation of a TIF district does not take away current tax revenue; it just captures any new increment that results from improvements to property or an increase in value. The efforts of this plan will eventually lead to

improved economic viability and increased property values throughout the district. This increase in value, and associated tax revenues, will eventually benefit all taxing agencies, including those for which tax increment revenues are planned to be captured through the duration of the TIF Plan. However, it should be noted that, without the CIA and tax capture, the corridor is likely to continue to suffer from economic and property value decline, which can lead to diminishing revenues. The efforts of the CIA is therefore intended to reverse this trend and work toward a more stable long-term tax base for all agencies.

## GOALS AND OBJECTIVES

1. **COMMUNITY IMAGE AND CHARACTER** High-quality architecture and urban design elements/treatments will create a signature environment along the corridor
2. **MOBILITY** The corridor will allow for a safe and enjoyable environment for walking and biking, public transit, and automobiles for people of all ages and abilities with minimal conflicts among users
3. **CONNECTIONS** The corridor will be well connected with surrounding areas, providing choices for people to move throughout the corridor, adjoining neighborhoods, centers of commerce, and public spaces

4. **REDEVELOPMENT** The economic success of the corridor will be enhanced by supporting a balance of retail, office, institutional, and housing in a vibrant and integrated development pattern
5. **NEIGHBORHOODS AND HOUSING** A variety of housing options will be promoted
6. **NATURAL ENVIRONMENT** Future growth and development will respect, enhance, complement and integrate the river corridor
7. **PUBLIC SPACE** Design of new public spaces will encourage community gathering and outdoor activity
8. **SUSTAINABILITY** Future growth and development in the corridor will follow best management practices in environmentally planning and construction

**EMERGING IDEAS**

- ▶ Enhance north gateway
- ▶ Create linkage to existing park/greenspace network
- ▶ Focus revitalization effort around large commercial center
- ▶ Manage traffic flow on Grand River Avenue between Orchard Lake Road intersections through signage, and roadway enhancements
- ▶ Consider road diet, especially north of the Orchard Lake intersection

### PROPOSED IMPROVEMENTS

During development of the Grand River Corridor Vision Plan, a variety of strategies was developed to encapsulate the necessary changes and initiatives that need to be made in order to see the Plan to fruition. While the following list does not include every project that may be needed to achieve success, it summarizes the key aspects under review at the time this Plan was developed. From the following list, the prioritized project list, included in the next section, was created:

- ▶ Redesign the Grand River split to M-5
- ▶ Develop a nature trail or multi-use pathway along the river
- ▶ Build on existing sites like the winery site or those with river views
- ▶ Explore Grand River Road Diet
- ▶ Improve pedestrian road crossings at key locations
- ▶ Allow mixed use buildings
- ▶ Create a green development incentive program
- ▶ Develop a detailed transportation plan
- ▶ Ensure adequate public amenities, recreational facilities and parks
- ▶ Develop public gathering areas
- ▶ Encourage green design principles
- ▶ Create a streetscape design
- ▶ Improve the environment for transit
- ▶ Develop incentives package

- ▶ Develop a logo and brand theme
- ▶ Bury utility lines
- ▶ Plant gardens and landscaping to enhance gateways

### PROJECT LIST

As noted, the list of projects in this Plan was based on the work completed during the Grand River Corridor Vision Plan development. It is expected that this list will evolve as experience of the CIA grows, conditions change within the development area, and additional opportunities arise.

The estimated costs listed are not based on actual cost proposals, rather are provided to give a general estimate of the costs that may be incurred. Actual costs will be determined by a number of factors including formal consultant proposals, detailed engineering studies, and additional project planning that is part of the list of initial projects. For example, the cost of the Streetscape Plan will depend on the results of the Logo and Branding campaign and Transportation Study results. However, a basic estimate of cost is provided so the CIA can effectively budget for these projects in the future.

A detailed description of the projects is provided on the next page.

PROJECT LIST	ESTIMATED COST
Zoning Update	\$3,500
Logo and Branding <i>(Base Marketing Materials)</i>	\$12,000
Catalytic projects <i>(land acquisition, partnerships, marketing)</i>	TBD
Transportation Study	\$100,000
Streetscape Plan	\$30,000
Pedestrian Crossings <i>(Power and Orchard Lake)</i>	TBD
Park Assessment Plan <i>(Orchard Lake Focus Area Open Space)</i>	\$29,500
Gateway Enhancement	\$40,000
Nature Trail	TBD
<b>Total Cost of All Projects:</b>	<b>\$215,000 +</b>

**ZONING UPDATE**

The City plans to amend the zoning ordinance to allow for the additional density, mixed use, building heights and building form that are envisioned for the corridor. While the current PUD ordinance could be used to facilitate redevelopment, a dedicated overlay district for the development area will help better define the expectations and incentives that are unique to the Grand River corridor. It is expected this ordinance, and the additional certainty and streamlined review process that will be included, will help attract reinvestment along the corridor. The City has a draft ordinance that was prepared with the Grand River Corridor Vision Plan. The expected cost of this project will be to address refinement of the draft and facilitation through the approval and adoption process.

**LOGO AND BRANDING**

*(Base Marketing Materials)*

The cities of Farmington and Farmington Hills are working jointly to develop a cohesive brand theme for the corridor. As part of this project, it is expected that base marketing materials will be developed that incorporate a unifying logo and layout. Also important will be design of corridor signage and gateway identification enhancements. The costs associated with

this project include the cost to hire a consultant to assist with development of the logo, signs and supporting print materials, but not actual creation of these items. Those costs will depend on the final recommendations of the marketing consultant as well as other projects discussed below, including the Transportation Study and Streetscape Plan.

**CATALYTIC PROJECTS**

*(Land acquisition, partnerships, marketing)*

As part of its ongoing economic development efforts, the City is actively involved in facilitating redevelopment. Using the tools identified in the Introduction of this Plan, the City has worked successfully to improve private property, and plans to continue these efforts within the Grand River CIA development area. These projects are expected to help “kick start” implementation of the Grand River Corridor Vision Plan, attract initial reinvestment that will improve the overall tax base, and build community support. While specific details of these projects were not known at the time this Plan was developed, the City expects that it will continue to use Special Assessment Districts, Commercial Rehabilitation Districts, public-private partnerships and other avenues to create redevelopment momentum. The City

expects to incur costs associated with real estate broker services, legal assistance, planning and zoning support, and other soft costs needed to implement catalytic projects. Other hard costs for land acquisition and development may also be incurred, but as noted, the City plans to use capital financing resources only as needed.

**TRANSPORTATION STUDY**

One of the barriers to reversing economic decline along some portions of the corridor is the existing transportation system. Grand River Avenue carries traffic from the City of Detroit through Farmington and on to cities to its northwest. In the 1950s, as part of the I-96 freeway system, the M-5 bypass was constructed that diverted traffic at the City's east end onto the freeway that extends northwest and connects with I-96/I-275 and the M-5/Haggerty Connector near the City of Novi. This construction caused a reduction in traffic volumes along the local portion of Grand River Avenue, which also led to reduced economic viability for some businesses. The complicated and sometimes confusing routes created by the new freeway construction compounded the issue. At the same time, the reduced traffic volumes have resulted in a physical road profile that exceeds Grand River Avenue's functional needs. This presents an opportunity to reclaim unnecessary traffic

lanes for use by other modes of traffic like non-motorized to transit, or for other public purposes. The City plans to further study the dynamics of transportation throughout the district to determine which will best serve businesses and residents in the area. The Grand River Corridor Vision Plan revealed the need to study a potential road diet for all or portions of Grand River Avenue, improve southeast bound access to the median portions of Grand River in the City of Farmington Hills, and evaluate potential intersection and other improvements at both Orchard Lake Road intersections, including possible roundabouts or road realignments.

**STREETSCAPE PLAN**

Once expected transportation changes are known, and after branding materials developed, the City will combine the ideas presented into a plan for streets that will help associate them to the corridor. The streetscape plan may include concepts and designs for roads planned to be re-aligned, re-located or redesigned.

**PEDESTRIAN CROSSINGS**

*(Power and Orchard Lake)*

It is expected that changes will be needed to various intersections along the corridor. In particular, the intersections at Orchard Lake Road create potential pedestrian

barriers, especially given the traffic volumes and narrow road-right-of-way in this area of the corridor. Some improvements will be needed to enhance safety and comfort for non-motorized traffic. The extent of these changes will depend on the results of the Transportation Study; therefore, the final costs of this project are not currently known. The purpose of this project is to implement the recommended intersection improvements that may be needed to facilitate non-motorized movements along the corridor. Additional prioritization of sub-projects will likely be needed, but the first priority will be to ensure safety at the key intersections at Power Road and Orchard Lake Road.

**PARK ASSESSMENT PLAN**

*(Orchard Lake Focus Area Open Space)*

The Grand River Corridor Vision Plan revealed various open space and public area opportunities within the development area. Most of these opportunities were associated with potential redevelopment projects, but there may be additional opportunity to provide public parks within the development area. Comparing existing recreational facilities to current and expected demand will reveal if and where additional parkland and public areas may be needed. One specifically designated in the Vision Plan included a community open

space as part of the Orchard Lake Road Focus Area. This project will require public/private partnerships since the land is privately-owned. However, it is expected that the various implementation tools described earlier in this plan can be used to accomplish viable redevelopment and inclusion of public open spaces. The City expects that it may be involved in initial development of the public plaza, management of events and maintenance in the future. The costs associated with this project will include development of a park plan for the district, which is expected to include a detailed plan for the Orchard Lake Road Focus Area open space.

**GATEWAY ENHANCEMENTS**

As part of the Grand River Corridor Vision Plan, gateways are envisioned at the entry points to the corridor and the City. They serve to welcome visitors, workers, and residents, and orients visitors to the corridor. They provide opportunities to frame perceptions of the community, and can reinforce a larger marketing efforts aimed at creating a "brand" for the corridor. Gateways can also be effective at calming traffic and improving safety. Gateway designs will be developed jointly with the City of Farmington Hills' CIA Board, and will likely relate to the initial Logo and Branding concepts that are developed in earlier



projects. The cost assigned to this project represents an estimate to generally improve entry points into the City and corridor using signage and landscaping.

***NATURE TRAIL***

A somewhat unknown resource within the development area is the Rouge River. The River presents development opportunities that have not yet been utilized. The City envisions that future development will embrace the river corridor, and eventually the river will be improved with a passive trail system that will provide residents with access to the river.

**IMPLEMENTATION**

**FUTURE LAND USE**

The Future Land Use Map outlines the preferred uses throughout the Corridor and is a product of the existing conditions

analysis and stakeholder and public input. This Plan offers a certain amount of flexibility so businesses and governments can react to specific market demands that may occur. However, it does provide a

broad outline of where certain uses would be best utilized. The following is a description of the uses shown on the Future Land Use Map:

FUTURE LAND USE CATEGORIES		PREFERRED LAND USES					
	Development Intent	Max. Height (Stories)	MF Multi-family	OFF Office	CIV Civic	RTL Retail	HTL Hotel
Medium-Density Residential	This area is planned for medium density residential 10-20 u/a. Residential development in this area should be supported by public and green spaces within or adjacent to the development. Residential developments should include sidewalks, street trees, and connections within and outside of the development.	3-5	P		O		
Residential Mixed Use	This area is planned for a mix of commercial and medium density residential 10-20 u/a. Uses may be vertically or horizontally integrated. The overall mix of commercial to residential should have a residential focus with approximately 60 percent of the area being used for residential. Development in this area should be supported by public and green spaces within or adjacent to the development.	3-5	P	P	O	P	O
Mixed Use	This area is planned for a mix of small to medium sized retail, office, and residential uses both vertically and horizontally. Within pedestrian areas, office uses should be encouraged on the second floor while retail uses should be reserved for the first floor and have a strong street presence. These areas should be carefully planned to complement the streetscape and help to create and define the public realm. Development should be connected via a pedestrian network and include carefully integrated public spaces.	3-5	P	P	P	P	P
Notes:	Uses (P=Preferred, O=Optional) The information presented in this table is a recommendation. Design flexibility should be granted as deemed appropriate by the City. The building blocks and preferred uses may vary slightly depending on market and site conditions.						

Attachment: Grand River CIA - Draft Development and TIF Plan [2](4) (1700 : Public Hearing - Farmington

**ORCHARD LAKE ROAD FOCUS AREA**


The overall goal for the Orchard Lake Focus Area is to create a pedestrian-friendly experience that offers significant public space, a mixture of uses and celebrates the historic winery. The mixture of complementary land uses will allow each use to leverage the other, creating value from increased convenience and proximity.

Commercial buildings are organized around a triangular greenspace with a centralized roundabout as the focal point and smaller plazas and terraces filling in between buildings.

Greenspace allows for pedestrian activity within the area and also increases the visibility and competitiveness of adjacent businesses. This greenspace continues across Grand River Avenue where it becomes a terrace and yard for the historic winery.

Pedestrian activity near the roundabout is reinforced by placing office buildings at the perimeter that act as a transitional zone between higher intensity commercial and lower intensity residential to the north. Residential buildings are placed closer to the street with parking located behind to further define the pedestrian character.

**Site Data**

Approx. Site Area:	+/- 29 acres
 Office:	+/- 90,000 sq. ft.
 Mix of Uses: (commercial, office, residential)	+/- 86,500 sq. ft.
 Residential:	80 units
 Park Space	+/- 3.25 acres
 Transit Stop	
 Hardscaping	
 Parking:	+/- 940 spaces, 120 on-street



**ZONING CHANGES**

The majority of the Grand River Avenue frontage is zoned Community Commercial (C2) and General Commercial (C3). Other zoning Includes Office Service (OS), Single Family Parking (R1P), Multiple Family Residential (R3, R4). The Farmington zoning ordinance contains a planned unit development provision (Article 10), that promotes many of the development principles as outlined in the Plan.

While redevelopment can occur under the City's current zoning, using the Planned Unit Development mechanisms, there are ways that the regulatory environment can not just remove barriers, but also facilitate development. In fact, as part of its mission, the CIA is charged with streamlining development reviews as a way to attract redevelopment. The following suggestions are offered as ways to more specifically enumerate the style, form and quality of development desired and attract additional development interest:

- **Overlay Zoning.** An overlay zoning district was developed that provides a set of regulations that will better achieve the desired redevelopment and building form envisioned. The overlay allows sites to maintain their underlying zoning, and allows minor additions pursuant to the existing zoning. Larger expansion or redevelopment must

adhere to the new regulations. The overlay includes the following:

- ▶ Modified permitted uses to encourage more mixed use
  - ▶ Basic building and parking placement requirements
  - ▶ Access requirements for both vehicles and pedestrians
  - ▶ Realistic applicability triggers that respect local businesses
  - ▶ Streamlined reviews
  - ▶ Quality standards upon which flexibility may be granted
  - ▶ Requirement for Development Agreement to specify flexibility, modifications and incentives agreed upon during the approval process
- **Streamlining approvals.** The overlay zoning district is structured as a planned unit development ordinance that requires a two step approval process. The Farmington Planning

Commission is encouraged to adopt the Orchard Lake Focus Area plan as the approved Preliminary Site Plan for the site, thus eliminating one step in the process and allowing the applicant to proceed directly to Final Site Plan review.

- **Incentives.** Streamlined approvals can help attract redevelopment, but there are more ways to encourage activity. A more aggressive approach to attracting developers is to establish an incentive program. The following table shows the type of incentives (listed along the top) that could potentially be offered, if the recognized benefits (listed along the left) are provided. The idea is to match the recognized benefit to an appropriate incentive. The table below shows the types of matches that are most effective:

<i>Incentives</i> →	Lot Coverage	Setback Relief	Bldg. Height	Reduced Parking	Storm-water/Utility	TIF Funding	Use of Municipal Parking
<i>Recognized Benefit</i> ↓							
<b>Open Space</b>	x	x			x		x
<b>LID</b>	x	x			x	x	
<b>Mixed-Use</b>			x	x			x
<b>Higher Quality Architecture</b>						x	
<b>LEED/Green Building</b>	x		x		x	x	
<b>Additional Buffer</b>		x			x	x	x
<b>Pedestrian Facilities</b>	x	x		x		x	x

**CORRIDOR DESIGN GUIDELINES**

The following should be incorporated into development along the corridor:

- Streetscaping
  - ▶ Front yards should maintain visibility of entrances and present high quality building fronts
  - ▶ Require sidewalks along all street frontages, with wider paths along Grand River
  - ▶ Establish a street tree policy that is unique for the corridor
  - ▶ Consider uniform street lights
- Lot size and coverage
  - ▶ Match residential areas to current residential districts
  - ▶ No minimum or maximum for Commercial/Mixed Use
- Setbacks
  - ▶ Match residential areas to current residential districts
  - ▶ No minimum front setback for Commercial/Mixed Use
  - ▶ Consider a build-to requirement or a build-to “zone”

- Transitions
  - ▶ Require rear buffers/walls/landscaping between single family residential and other uses
  - ▶ Encourage building step-backs to transition from larger scale buildings to adjacent neighborhoods
- Parking
  - ▶ Refer to each city’s current parking standards, but consider flexibility for other available shared, structured or municipal parking
  - ▶ Allow parking study to determine when less or more should be required
- Building Design
  - ▶ Regulate quality, not architecture
  - ▶ Require a minimum storefront height and minimum window area for first floor
  - ▶ Allow colors that are consistent with the established Grand River theme

- ▶ Establish lighting standards that consider modern and sustainable lighting options
- Signs
  - ▶ Maintain visibility for commercial signage
  - ▶ Match sign size and height to speed limit on Grand River
  - ▶ Consider visibility across median





Attachment: Grand River CIA - Draft Development and TIFPlan[2](4) (1700 :

Future Land Use

Draft: January 2014





# TAX INCREMENT FINANCING PLAN



Attachment: Grand River CIA - Draft Development and TIFPlan[2](4) (1700 : Public Hearing - Farmington

# EXPLANATION OF THE TAX INCREMENT PROCEDURE

## EXPLANATION OF TAX INCREMENT FINANCING

Tax Increment Financing (TIF financing) is a method of funding public investments in an area slated for (re)development by capturing, for a time, all or a portion of the increased tax revenue that may result from increases in property values, either as a result of (re)development or general market inflation.

Once the TIF expires (potentially in 20 years), the CIA will cease its revenue capture and 100% of taxes collected from future property values will be distributed to the appropriate taxing agencies in place at that time.

To utilize TIF financing, the CIA must prepare a Development Plan and a TIF Plan. Both plans are submitted to the City Council, who must approve the plans.

### TIF REVENUE

TIF Revenue represents the value of new taxes that may be received as a result of new property value increases.

Figure 1 illustrates how existing taxes collected from property within the district will continue to go to the agencies who currently receive them. Future increases in tax revenue will be split as follows:

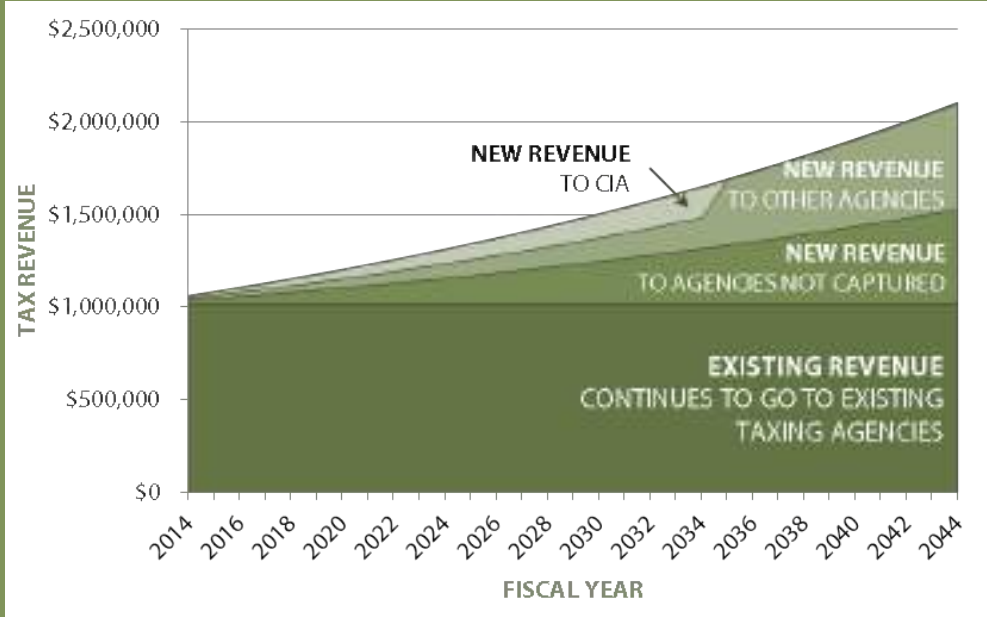
- ▶ To Agencies Not Captured. 100% of new taxes collected for School agencies, the Detroit Zoo and Detroit Institute of Arts will continue to go to those authorities.
- ▶ To Other Agencies. 50% of new taxes collected for all other agencies will be distributed to those agencies.
- ▶ To CIA. 50% of new taxes collected will be captured by the Corridor

Improvement Authority for reinvestment within the district.

### TIF TERMS

- ▶ **Base Value:** The taxable value of property in the TIF district at the date the TIF is established
- ▶ **Current Value:** The taxable value of property in the district as of the current year
- ▶ **Revenue Capture:** The difference between tax revenue collected from the Current Value and the Base Value

FIGURE 1 ESTIMATED REVENUE CAPTURE



The Base Value for this plan is the taxable value of all real and personal property in the development area as determined on December 31, 2013 and finally equalized by the state in May, 2014. The Base Value of the district is \$15,936,450.

### WHAT TIF CAN BE USED FOR

TIF financing can be used to fund public utility and infrastructure improvements, market businesses within the district, plan for property within the district, acquire land, improve sites, construct buildings, and administer the Development Plan. Because TIF financing involves capture



of tax revenue for certain parcels, TIF dollars must be used for improvements that will generally benefit those same parcels.

**PROPOSED 50% CAPTURE**

The Grand River Corridor CIA understands that TIF capture by the authority will reduce increases in tax revenue for other taxing agencies, which the City recognizes are under increasing budget constraints already. However, the purpose for TIF financing is to utilize local tax dollars to catalyze reinvestment within the district, with the expectation that it will result in increases in property values that would not otherwise occur without such public investment. Figure 1 shows the existing revenue that is collected from property in the TIF district.

**BENEFIT OF TIF FOR ALL TAXING AGENCIES**

It has been determined that property values in the district are in decline and are not likely to rebound without some sort of catalyst. Therefore, it is reasonable to assume that taxing agencies will not likely see an increase in tax revenue anyway. Therefore, in the long run, temporary reductions in tax revenue will result in tax revenues for all taxing agencies that they may not receive in the future, if the efforts of this Plan are not implemented.

**TIF REVENUE ASSUMPTIONS**

The purpose of the Tax Increment Financing Plan is to evaluate potential

revenues from tax increment capture and ensure it will be sufficient to cover anticipated costs. Therefore, some assumptions are involved in the calculations in order to project property values into the future and determine anticipated revenues. The figures in the TIF Plan are estimates of revenue that apply the best available data and most reasonable assumptions. This TIF Plan is based on 2013 assessment and millage data provided by Oakland County, and the following assumptions:

1. A limit to the amount of TIF capture was included. The CIA plans to capture only 50% of the Captured Value
2. A modest increase in property values was assumed. A conservative growth rate of 3.0% was used in the projections for future TIF revenue. In reality, values should increase more rapidly as redevelopment occurs within the district.
3. Various millage levies have been excluded from capture, as discussed below. Table 1 shows the expected millage levies for this TIF Plan.

Millage rates were provided by the City Treasurer's office. This list includes all millages except for the following:

- ▶ Farmington Schools Supplemental
- ▶ Farmington Schools Operating
- ▶ Farmington Schools Debt
- ▶ State Education
- ▶ Intermediate Schools
- ▶ Zoo
- ▶ DIA

**PROJECTED TIF REVENUE**

Table 2 on the following page shows the projected revenues expected for the district. It represents the amount the CIA can anticipate in TIF Revenue, based on the assumptions given above. The increases in property values are based on a modest inflation rate. In reality, property values, and resulting TIF capture will exceed these figures as redevelopment increases property values at a more rapid rate.

TABLE 1 MILLAGE LEVIES			
Taxing Agency	Summer Levy	Winter Levy	
City Operating	14.0000		
City Streets	1.0000		
County Operating	4.1900		
Parks and Recreation		0.2415	
Huron-Clinton Metropark Authority		0.2416	
Community College	1.5844		
Library	1.0000	0.5856	
County Public Transit		0.5900	
<b>Total Captured</b>	<b>21.7744</b>	<b>1.6587</b>	



**DURATION OF THE DEVELOPMENT PROGRAM**

The duration of the tax increment financing plan is twenty (20) years, commencing upon approval by the City Council in 2014 and will cease with tax collections due in December 2034, unless this plan is amended to extend or shorten its duration.

- ▶ Amend the development plan and/or tax increment financing plan to allow for alternative projects and funding.

TIF SUMMARY	
Base Value (2013)	\$15,936,450
Millage Captured	23.4331
Millage Not Captured	40.684
2014 CIA Revenue	\$11,085

**PLAN FOR THE EXPENDITURE OF CAPTURED VALUE BY THE AUTHORITY**

Any additional tax increment revenues beyond those projected in this plan will:

- be used to expedite any debt service,
- further the implementation of the public improvement program, or
- be returned, pro-rata, to the taxing units.

Should the tax increment revenues be less than projected, the CIA may choose to:

- ▶ Collect and hold the captured revenues until a sufficient amount is available to implement specific public improvements,
- ▶ Consider implementing public improvement projects based upon the ability to match existing funds with expenditures while seeking out additional funding sources,

**TABLE 2  
ESTIMATE OF TIF REVENUE**

	Fiscal Year	Base Value	% Value Increase	Estimated Value Capture (50%)	Estimated Annual TIF Revenue	Compounded TIF Revenue
<b>Base Year:</b>	2014	\$15,936,450	3.0%			
	2015	\$15,936,450	3.0%	\$485,265	\$11,085	\$11,085
	2016	\$15,936,450	3.0%	\$738,870	\$16,878	\$27,963
	2017	\$15,936,450	3.0%	\$1,000,082	\$22,845	\$50,808
	2018	\$15,936,450	3.0%	\$1,269,132	\$28,991	\$79,799
	2019	\$15,936,450	3.0%	\$1,546,252	\$35,321	\$115,120
	2020	\$15,936,450	3.0%	\$1,831,687	\$41,841	\$156,962
	2021	\$15,936,450	3.0%	\$2,125,684	\$48,557	\$205,519
	2022	\$15,936,450	3.0%	\$2,428,501	\$55,474	\$260,993
	2023	\$15,936,450	3.0%	\$2,740,403	\$62,599	\$323,593
	2024	\$15,936,450	3.0%	\$3,061,662	\$69,938	\$393,530
	2025	\$15,936,450	3.0%	\$3,392,559	\$77,497	\$471,027
	2026	\$15,936,450	3.0%	\$3,733,382	\$85,282	\$556,309
	2027	\$15,936,450	3.0%	\$4,084,430	\$93,301	\$649,610
	2028	\$15,936,450	3.0%	\$4,446,010	\$101,561	\$751,171
	2029	\$15,936,450	3.0%	\$4,818,437	\$110,068	\$861,239
	2030	\$15,936,450	3.0%	\$5,202,037	\$118,831	\$980,069
2031	\$15,936,450	3.0%	\$5,597,145	\$127,856	\$1,107,925	
2032	\$15,936,450	3.0%	\$6,004,106	\$137,152	\$1,245,078	
2033	\$15,936,450	3.0%	\$6,423,276	\$146,728	\$1,391,805	
2034	\$15,936,450	3.0%	\$6,855,021	\$156,590	\$1,548,395	

**ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON TAXING JURISDICTIONS**

The CIA is eligible to capture tax increment revenues from the State, local school district, and intermediate school district to the extent necessary to pay the debt service

on the outstanding bonds that represent “eligible obligations.”

The most important impact on the affected taxing jurisdictions is that the amount of revenue they currently receive from property within the district will not increase during the life of the Plan. Once the base

value of the district is set, the CIA will capture the revenue from any increase in property value. The base amount would still flow to the appropriate taxing jurisdictions. In other words, the revenue to each taxing jurisdiction would effectively be frozen at the base value for the entire term of the CIA Plan.

**TABLE 3  
ESTIMATED TAX INCREMENT CAPTURE BY TAXING JURISDICTION**

<i>Millage Rates</i>	<b>4.1900</b>	<b>14.0000</b>	<b>1.0000</b>	<b>0.2415</b>	<b>0.2416</b>	<b>1.5856</b>	<b>1.5844</b>	<b>0.5900</b>	
Fiscal Year	Oakland	County	City	County	County	Community	Community	Community	
	Capture	Operating	Operating	City Streets	Parks	HCMA	Library	College	SMART
	Amount								
2014	\$485,265	\$2,033	\$6,794	\$485	\$117	\$117	\$769	\$769	\$286
2015	\$738,870	\$3,096	\$10,344	\$739	\$178	\$179	\$1,172	\$1,171	\$436
2016	\$1,000,082	\$4,190	\$14,001	\$1,000	\$242	\$242	\$1,586	\$1,585	\$590
2017	\$1,269,132	\$5,318	\$17,768	\$1,269	\$306	\$307	\$2,012	\$2,011	\$749
2018	\$1,546,252	\$6,479	\$21,648	\$1,546	\$373	\$374	\$2,452	\$2,450	\$912
2019	\$1,831,687	\$7,675	\$25,644	\$1,832	\$442	\$443	\$2,904	\$2,902	\$1,081
2020	\$2,125,684	\$8,907	\$29,760	\$2,126	\$513	\$514	\$3,370	\$3,368	\$1,254
2021	\$2,428,501	\$10,175	\$33,999	\$2,429	\$586	\$587	\$3,851	\$3,848	\$1,433
2022	\$2,740,403	\$11,482	\$38,366	\$2,740	\$662	\$662	\$4,345	\$4,342	\$1,617
2023	\$3,061,662	\$12,828	\$42,863	\$3,062	\$739	\$740	\$4,855	\$4,851	\$1,806
2024	\$3,392,559	\$14,215	\$47,496	\$3,393	\$819	\$820	\$5,379	\$5,375	\$2,002
2025	\$3,733,382	\$15,643	\$52,267	\$3,733	\$902	\$902	\$5,920	\$5,915	\$2,203
2026	\$4,084,430	\$17,114	\$57,182	\$4,084	\$986	\$987	\$6,476	\$6,471	\$2,410
2027	\$4,446,010	\$18,629	\$62,244	\$4,446	\$1,074	\$1,074	\$7,050	\$7,044	\$2,623
2028	\$4,818,437	\$20,189	\$67,458	\$4,818	\$1,164	\$1,164	\$7,640	\$7,634	\$2,843
2029	\$5,202,037	\$21,797	\$72,829	\$5,202	\$1,256	\$1,257	\$8,248	\$8,242	\$3,069
2030	\$5,597,145	\$23,452	\$78,360	\$5,597	\$1,352	\$1,352	\$8,875	\$8,868	\$3,302
2031	\$6,004,106	\$25,157	\$84,057	\$6,004	\$1,450	\$1,451	\$9,520	\$9,513	\$3,542
2032	\$6,423,276	\$26,914	\$89,926	\$6,423	\$1,551	\$1,552	\$10,185	\$10,177	\$3,790
2033	\$6,855,021	\$28,723	\$95,970	\$6,855	\$1,655	\$1,656	\$10,869	\$10,861	\$4,044
2034	\$7,299,718	\$30,586	\$102,196	\$7,300	\$1,763	\$1,764	\$11,574	\$11,566	\$4,307
		\$284,015	\$948,975	\$67,784	\$16,370	\$16,377	\$107,478	\$107,397	\$39,993

**MAXIMUM AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED**

The Corridor Improvement Authority may explore the possibility of bonding against future revenues to supply the funds

required to accomplish larger public improvement projects. The extent of the indebtedness and the timing of the debt retirement will be determined by the extent of the tax increment revenues. The maximum indebtedness, as stated in PA 197 of 1975, cannot exceed the ability to service the debt from tax increments. Only 80% of projected revenues are available as

debt service funds. The CIA was just established, so no bond debt has been accrued to date. Future plan updates will consider potential debt as it plans for continued investment in the district.

# STATUTORY REQUIREMENTS



**LEGAL BASIS OF THE PLAN**

The Development Plan and Tax Increment Financing Plan are prepared pursuant to the requirements of Sections 18 and 21 of the Corridor Improvement Authority Act (Act 280 of 2005), as amended. More specifically, Section 21 of the Act states that "if a board decides to finance a project in a development area by the use of revenue bonds as authorized in section 16 or tax increment financing as authorized in sections 18, 19, and 20, it shall prepare a development plan.

**ELIGIBILITY CRITERIA FOR ESTABLISHING A CIA**

This CIA meets all of the eligibility criteria established by Section 5 of the Act, as shown in Table 4:

<b>TABLE 4 ELIGIBILITY CRITERIA FROM P.A. 280 OF 2005, AS AMENDED</b>
<i>The District is adjacent to a road classified as an arterial or collector according to the federal highway administration.</i> ✓ Grand River Avenue is considered a Principal Arterial Road according to the FHWA.
<i>The District contains at least 10 contiguous parcels or at least 5 contiguous acres.</i> ✓ The district is approximately 100 acres in size.
<i>More than 50% of existing ground floor area in the District is classified as commercial real property.</i> ✓ The district contains approximately 100 acres of land, with at least 53% of land containing a variety of commercial land uses.
<i>Residential, commercial or industrial use has been allowed and conducted for the past 30 years.</i> ✓ Historic land uses are much the same as those that exist today. The main purpose of this plan is to promote redevelopment and marketing of the corridor given its long development history and need to modernize. A review of the uses in the District indicates that the above uses have been allowed for more than 30 years.
<i>The District is presently served by municipal water or sewer.</i> ✓ The entire district is served by municipal water and sewer utility service.
<i>Property in the District is zoned to allow for mixed use that includes high-density residential use.</i> ✓ The Farmington zoning ordinance contains a planned unit development provision (Article 10), that promotes many of the development principles as outlined in the Plan. However, as part of the Grand River Corridor Vision Plan, an overlay zoning district was recommended and is likely to be adopted to further fulfill this requirement.
<i>The City of Farmington CIA has agreed to expedite the local permitting and inspection process in the development area and modify its master plan to provide for walkable non-motorized interconnections, including sidewalks and streetscapes throughout the development area.</i> ✓ The City of Farmington agrees to these terms. In fact, the City is already exploring ways to expedite the review process, and has non-motorized elements already planned in the Master Plan. The City is scheduled to update the Master Plan in 2014, at which time the specific details and recommendations of the Grand River Corridor Vision Plan will be incorporated.

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## STATUTORY DEVELOPMENT PLAN REQUIREMENTS

The Act also requires the development plan contain a variety of information. This plan includes all of the required information, as shown in Table 5, which provides an explanation or cross-reference to show how each of the criteria have been met.

TABLE 5 STATUTORY DEVELOPMENT PLAN REQUIREMENTS	
<b>Designation of development area boundaries.</b>	<u>DESIGNATION OF BOUNDARIES</u>
<b>Legal description, location and extent of existing streets, public facilities, land uses, character.</b>	<u>PHYSICAL CORRIDOR CONDITIONS</u>
<b>Description of planned improvements.</b>	No such improvements are planned at this time
<b>Location, extent, character, estimated cost and timeframe of the improvements contemplated.</b>	While no construction projects are planned, a focus area plan was developed for the orchard lake area <u>ORCHARD LAKE ROAD FOCUS AREA</u>
<b>Planned phases for construction and estimated time of completion of each.</b>	Since there is no construction planned, there are no timeframes to provide
<b>Description of planned open space.</b>	There are no planned open spaces within the development area. <u>OPEN SPACE AND UNDEVELOPED AREAS</u>
<b>Description of areas the authority desires to sell, donate, exchange, or lease to or from the municipality.</b>	No land conveyances are currently expected as part of this plan.
<b>Desired changes in zoning, streets, street levels, intersections, traffic flow modifications, or utilities.</b>	<u>ZONING CHANGES</u> <u>TRANSPORTATION STUDY</u>
<b>Estimates of development costs, proposed financing methods, and the authority's financing ability.</b>	<u>PROJECT LIST</u> <u>FARMINGTON'S APPROACH</u>
<b>Designation parties to whom areas are planned to be conveyed in any manner and who will benefit (if available).</b>	No land conveyances are currently expected as part of this plan.
<b>Procedures for conveying in any manner of all or a portion areas that will be conveyed.</b>	No land conveyances are currently expected as part of this plan.
<b>Estimated number of persons residing in the development area and the number of families and individuals to be displaced.</b>	No relocation of families or individuals is expected. Should said displacement be planned during implementation of the plan, appropriate information will be gathered.
<b>Plan for establishing priority for expected displaced persons.</b>	No relocation of families or individuals is expected.
<b>Provision for the costs of relocating expected displaced persons.</b>	No relocation of families or individuals is expected.
<b>A plan for compliance with 1972 PA 227, MCL 213.321 to 213.332.</b>	No relocation of families or individuals is expected.
<b>Requirement that amendments to an approved development plan or tax increment plan must be submitted to the governing body for approval or rejection.</b>	Any amendments to the plan will be approved by the Farmington City Council per the Corridor Improvement Act.
<b>A schedule to periodically evaluate the effectiveness of the development plan.</b>	The Farmington CIA Board plans to review the Development Plan on an annual basis to develop specific work plans for each fiscal year.



# APPENDIX A: DEVELOPMENT AREA BOUNDARY

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Downtown Development District and Downtown Development Area Boundary:

[INSERT LEGAL DESCRIPTION HERE]

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# APPENDIX B: BASE PARCEL DATA

The following pages include the base information for all real property parcels located in the CIA Development Area. Information reported for the 2013 Fiscal Year are based upon the assessments recorded on December 31, 2012 as modified by the Board of Review and are

subject to any judgments issued by the State Tax Tribunal. The final 2014 TEV, as adjusted by these bodies, is adopted by reference and is considered to be the Initial Assessed Valuation and may be revised without amendment of these plans.

Properties outlined are those Real Properties whose value was reduced by decision of the 2013 Michigan Tax Tribunal, or those whose value was reduced via Consent Judgment

**TABLE 6  
BASE DATA FOR ALL PARCELS IN THE CIA DISTRICT**

Parcel	Owner	Property Address	Base Value
20-23-26-351-001	ASGHAR, NASRIN	22882 ORCHARD LAKE RD	106,460
20-23-26-351-002	REED, DAVID	22856 ORCHARD LAKE RD	83,580
20-23-26-351-005	YONO PROPERTY INVESTMENTS, LLC	22804 ORCHARD LAKE RD	152,480
20-23-26-351-006	LULGJURAJ, MARKO	22784 ORCHARD LAKE RD	51,880
20-23-26-351-007	LULGJURAJ, MARKO	22772 ORCHARD LAKE RD	33,810
20-23-26-351-008	BEALE, PAUL W	22770 ORCHARD LAKE RD	32,680
20-23-26-351-009	LEROUX, MARY A	22748 ORCHARD LAKE RD	52,850
20-23-26-351-024	HERITAGE 2000 LLC	22840 ORCHARD LAKE RD	130,470
20-23-26-351-025	MCKEE, L.L.C.	22730 ORCHARD LAKE RD	151,220
20-23-26-355-001	GRIPPO, DANIEL	22512 ORCHARD LAKE RD	97,080
20-23-26-355-002	22500 HOLDINGS LLC	22500 ORCHARD LAKE RD	148,780
20-23-26-355-005	MCPHAIL, DANIEL	22424 ORCHARD LAKE RD	67,770
20-23-26-355-020	KAJY AND ASSOCIATES, INC.	31200 GRAND RIVER AVE	34,030
20-23-26-355-022	THE KUGHN REAL PROPERTIES CO	22456 ORCHARD LAKE RD	254,910
20-23-26-355-023	MCPHAIL, DANIEL	22434 VIOLET ST	10,470
20-23-26-355-025	FLAGSTAR BANK FSB	31230 GRAND RIVER AVE	308,410
20-23-26-356-002	DELTA INVESTMENT COMPANY	31235 GRAND RIVER AVE	72,490
20-23-26-356-003	DELTA INVESTMENT COMPANY	31233 GRAND RIVER AVE	102,660
20-23-26-357-010	CITY OF FARMINGTON	22402 VIOLET ST	-
20-23-26-357-023	EMMITT, DANIEL L	31036 GRAND RIVER AVE	43,330
20-23-26-357-029	LILAC PROPERTIES, L.L.C.	31030 GRAND RIVER AVE	50,440
20-23-26-358-013	SMS PROPERTY DEVELOPMENT, LLC	22400 LILAC ST	16,310

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20-23-27-326-004	HBW PROPERTIES, LLC	32686 GRAND RIVER AVE	131,500
20-23-27-326-005	MEYERS, JOSEPHINE	32620 GRAND RIVER AVE	65,170
20-23-27-326-006	EDMONDS, ANNE H	32604 GRAND RIVER AVE	87,370
20-23-27-326-009	CORNWELL, DAVID	23107 POWER RD	5,070
20-23-27-326-010	SHELT, WILLIAM R	32500 GRAND RIVER AVE STE 203	79,200
20-23-27-326-013	TAGHAVI, NASSER	32434 GRAND RIVER AVE	103,060
20-23-27-326-014	CAMPBELL, BRUCE	23105 POWER RD	36,610
20-23-27-326-015	GRAND RIVER RENTAL AND DEV, LLC	32410 GRAND RIVER AVE	136,650
20-23-27-326-017	HADDAD, C G	32580 GRAND RIVER AVE	130,070
20-23-27-326-018	FARMINGTON PARKVIEW APARTMENTS LLC	32450 GRAND RIVER AVE	112,780
20-23-27-326-019	32440 GRAND RIVER LLC	32440 GRAND RIVER AVE	62,060
20-23-27-329-020	FOSTER, DUANE E	32617 GRAND RIVER AVE	161,860
20-23-27-329-046	LAWLEY HOLDINGS, LLC	32663 GRAND RIVER AVE	192,060
20-23-27-329-047	OAKLAND ONE, LLC	32715 GRAND RIVER AVE	23,780
20-23-27-330-001	FOXWORTHY, G BRUCE	32595 GRAND RIVER AVE	104,240
20-23-27-330-002	LAPHAM JR, HARRY L	32523 GRAND RIVER AVE	112,200
20-23-27-330-058	YONO ENTERPRISES, LLC	32411 GRAND RIVER AVE	213,030
20-23-27-330-059	DOMPIERRE LAND COMPANY, LLC	32423 GRAND RIVER AVE	102,070
20-23-27-330-062	RAMSAY, KIRK J	32435 GRAND RIVER AVE	217,320
20-23-27-330-063	KOSUTIC, ROBERT S	32425 GRAND RIVER AVE	84,390
20-23-27-403-030	BOWMAN, JOHN V	22801 LAKE WAY ST	75,760
20-23-27-403-040	CITY OF FARMINGTON	31801 GRAND RIVER AVE	-
20-23-27-403-046	WILKIE, MARIE E	32000 GRAND RIVER AVE APT 1	17,390
20-23-27-403-135	F.S.G.Y., L.L.C.	31822 GRAND RIVER AVE	137,620
20-23-27-403-136	PARAMOUNT HOME CARE, INC.	31806 GRAND RIVER AVE	82,630
20-23-27-403-137	SHLAFER, ROMAN	31930 GRAND RIVER AVE	167,200
20-23-27-403-138	ZANETTI, JEFFREY L	31904 GRAND RIVER AVE	262,450
20-23-27-404-002	J & B PROPERTY MANAGEMENT, LLC	32340 GRAND RIVER AVE	328,000
20-23-27-404-006	SAMRA, GEORGE D	32300 GRAND RIVER AVE	57,060
20-23-27-404-007	GLUCK, MICHAEL	32330 GRAND RIVER AVE	78,750
20-23-27-404-012	LEONOR, LOUIS E	23020 POWER RD	195,580
20-23-27-404-013	LEEKO DEVELOPMENT LLC	23010 POWER RD	13,930
20-23-27-404-014	LEONOR, LOUIS E	32326 GRAND RIVER AVE	74,240
20-23-27-404-015	JSA PROPERTIES, L.L.C.	32316 GRAND RIVER AVE	260,160
20-23-27-427-022	CITY OF FARMINGTON	31731 GRAND RIVER AVE	-
20-23-27-427-025	SOUL INVESTMENTS LLC	31632 GRAND RIVER AVE	52,760

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20-23-27-427-026	SAM CASSAR & CO	31625 SHIAWASSEE RD	917,530
20-23-27-427-032	KING, PAUL	31690 GRAND RIVER AVE	81,080
20-23-27-427-034	RESTORATION CHRISTIAN FELLOWSHIP	31590 GRAND RIVER AVE	-
20-23-27-427-035	FARMINGTON PLAZA LLC	31530 GRAND RIVER AVE	1,133,080
20-23-27-427-036	SUBURBAN FAMILY CREDIT UNION	31716 GRAND RIVER AVE	307,200
20-23-27-428-004	FOWLER ENTERPRISES, INC.	22883 ORCHARD LAKE RD	96,800
20-23-27-428-006	LOISELLE, MICHAEL	22855 ORCHARD LAKE RD	86,410
20-23-27-428-007	ODEH, AHMAD KAYED	22849 ORCHARD LAKE RD	102,990
20-23-27-428-008	BARNES REAL ESTATE HOLDING CO., LLC	22843 ORCHARD LAKE RD	216,840
20-23-27-428-009	CARRON HOLDINGS LLC	22820 MOONEY ST	150,400
20-23-27-428-010	SHEIKH, KAMRAN	22821 ORCHARD LAKE RD	133,920
20-23-27-428-013	MEINKE, CHRISTINE	22906 MOONEY ST	112,730
20-23-27-428-014	TRI-F ASSOCIATES	23030 MOONEY ST	184,030
20-23-27-428-016	ZIEGLER-MICHIGAN 5 LLC	23133 ORCHARD LAKE RD STE 206	563,200
20-23-27-428-020	GB INVESTMENTS LLC	23017 ORCHARD LAKE RD STE 1	36,010
20-23-27-428-033	HIND PROPERTIES, LLC	31506 GRAND RIVER AVE	706,680
20-23-27-428-035	U-WASH DEVELOPMENT CO., LLC	31500 GRAND RIVER AVE	218,890
20-23-27-428-036	ORCHARD LAKE ROAD L L C	22725 ORCHARD LAKE RD	309,860
20-23-27-428-037	NIMROD CORP	22757 ORCHARD LAKE RD	272,970
20-23-27-451-005	DOR SITE L.L.C.	32305 GRAND RIVER AVE	141,400
20-23-27-451-006	CITY OF FARMINGTON	32301 GRAND RIVER AVE	-
20-23-27-451-036	DOR SITE LLC	22823 BROOKDALE ST	21,370
20-23-27-451-065	HAJAL, JANET	32323 GRAND RIVER AVE	42,190
20-23-27-451-066	AMERITECH (Assessed with other Parcels)	32335 GRAND RIVER AVE	-
20-23-27-451-067	P.R.I., L.L.C.	32315 GRAND RIVER AVE	224,660
20-23-27-452-001	CITY OF FARMINGTON	32081 GRAND RIVER AVE	-
20-23-27-452-002	YO, UN DAE	32065 GRAND RIVER AVE	117,790
20-23-27-452-030	LEO SOAVE BUILDING, INC	32057 GRAND RIVER AVE	3,540
20-23-27-452-031	CITY OF FARMINGTON	32035 GRAND RIVER AVE	-
20-23-27-452-032	CITY OF FARMINGTON	32023 GRAND RIVER AVE	-
20-23-27-452-033	LOVERNICH, RANDY JAMES	32011 GRAND RIVER AVE	680
20-23-27-453-001	RYAN, DANIEL	31831 GRAND RIVER AVE APT 1	8,110
20-23-27-476-007	GROVES-WALKER POST 346 (Exempt-American Legion)	31775 GRAND RIVER AVE	-
20-23-27-476-008	VESTA RAE PERAKES TRUST	31691 GRAND RIVER AVE	205,190
20-23-27-476-009	STANTON, JACOB	22409 SHERWOOD AVE	21,720

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20-23-27-476-010	EMIRI, DHURATA	22405 SHERWOOD AVE	38,560
20-23-27-478-001	MUIR, JOHN	31370 SHAW AVE	53,500
20-23-27-478-002	PETTY, ELIZABETH A	31360 SHAW AVE	55,810
20-23-27-478-003	GOSS, GARY M	31622 SHAW AVE	51,070
20-23-27-478-004	ULMAN, RONALD J	31610 SHAW AVE	61,270
20-23-27-478-005	GORDAM, LLC	31625 GRAND RIVER AVE	596,700
20-23-27-478-006	JOHN STIRLING WHITE LLC	31505 GRAND RIVER AVE	234,680
20-23-35-102-004	30924 COMMUNITY PROPERTY, LLC	30948 GRAND RIVER AVE	15,680
20-23-35-102-005	30924 COMMUNITY PROPERTY, LLC	30942 GRAND RIVER AVE	25,680
20-23-35-102-013	SMS PROPERTY DEVELOPMENT, LLC	30966 GRAND RIVER AVE	100,590
20-23-35-102-015	30924 COMMUNITY PROPERTY, LLC	30924 GRAND RIVER AVE	61,180
20-23-35-103-001	TARQUINIO, MARY BETH	30875 W 9 MILE RD	63,340
20-23-35-103-002	GARRITY, GEORGE A	30815 W 9 MILE RD	41,610
20-23-35-103-003	TURNER, AMBER R	22129 HAWTHORNE ST	35,670
20-23-35-103-004	HAWTHORNE HOMES, LLC	22109 HAWTHORNE ST	29,630
20-23-35-103-012	MAHER, CHARLES J	30752 GRAND RIVER AVE	52,640
20-23-35-103-015	FOEN, LOMIN	30746 GRAND RIVER AVE	38,520
20-23-35-103-018	FARMINGTON RETAIL MANAGEMENT, LLC	30790 GRAND RIVER AVE	71,060
20-23-35-103-019	MAHER, CHARLES J	30748 GRAND RIVER AVE	20,490
20-23-35-103-021	PAUL NICHOLAS HOLDINGS LLC	30760 GRAND RIVER AVE	112,500
20-23-35-126-001	KHAYKIN, IGOR	22146 HAWTHORNE ST	30,890
20-23-35-126-002	WEST, DAWN	22120 HAWTHORNE ST	44,420
20-23-35-126-003	HOOD, MARTHA WALLACE	22116 HAWTHORNE ST	36,060
20-23-35-126-004	SPENCE, CHARLES	22100 HAWTHORNE ST	43,100
20-23-35-126-010	FARMINGTON A & W	30732 GRAND RIVER AVE	55,520
20-99-00-000-028	SOLEIL FURNITURE	32315 GRAND RIVER AVE	-
20-99-00-000-030	ANCHOR CHIROPRACTIC	32595 GRAND RIVER AVE	16,710
20-99-00-001-058	\$3 SOFT CLOTH CAR WASH	31500 GRAND RIVER AVE	13,680
20-99-00-001-092	SCOTT,JEFFERY A	32316 GRAND RIVER AVE STE 200	8,630
20-99-00-002-020	HARRISON, STEVEN AGENCY	32620 GRAND RIVER AVE	2,380
20-99-00-002-051	COMMUNITY LIVING CENTER	31505 GRAND RIVER AVE # 11	-
20-99-00-002-062	SALON NIA	31616 GRAND RIVER AVE	4,460
20-99-00-002-099	BELLE TIRE DISTRIBUTORS INC	22843 ORCHARD LAKE RD	70,150
20-99-00-002-126	BP	32410 GRAND RIVER AVE	25,090
20-99-00-002-310	LEONOR,LOUIS E DDS	23020 POWER RD	91,140
20-99-00-003-014	GRAND CELEBRATIONS	32305 GRAND RIVER AVE	14,780

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20-99-00-003-030	KAMRAN F SHEIKH MD PC	22821 ORCHARD LAKE RD	28,880
20-99-00-003-031	AKT PEERLESS ENVIRONMENTAL	22725 ORCHARD LAKE RD	55,220
20-99-00-003-053	SMITH,DENNIS CLU CHEF	31505 GRAND RIVER AVE STE 214	-
20-99-00-003-200	KUGHN ENTERPRISES	22482 ORCHARD LAKE RD	40,620
20-99-00-004-000	DREAM TEAMS	32580 GRAND RIVER AVE STE 12	880
20-99-00-004-002	MICHIGAN HOME HEALTH	23030 MOONEY ST STE A	2,970
20-99-00-004-004	ANTONIO'S LIQUOR	22804 ORCHARD LAKE RD	32,010
20-99-00-004-005	COURTLAND ASSOCIATES INC	22500 ORCHARD LAKE RD	8,960
20-99-00-004-012	DANBOISE MECHANICAL INC	31625 GRAND RIVER AVE	72,000
20-99-00-004-018	TOO CUTE BEADS LLC	31711 GRAND RIVER AVE	3,170
20-99-00-004-020	D&W OIL COMPANY	31235 GRAND RIVER AVE	730
20-99-00-004-061	JOHN MARTIN INC	31505 GRAND RIVER AVE # 9-206	-
20-99-00-004-070	DANS GIANT SUBMARINE	22424 ORCHARD LAKE RD	7,840
20-99-00-004-368	DURACLEAN BY HOSKIN	31505 GRAND RIVER AVE # 4-14	-
20-99-00-005-001	BIG LOTS #1811	31550 GRAND RIVER AVE	28,500
20-99-00-005-003	CHICKEN KING	32663 GRAND RIVER AVE	82,320
20-99-00-005-013	GLANZ FINANCIAL LLC	32440 GRAND RIVER AVE	7,130
20-99-00-005-016	KILS TAEKWONDO	32326 GRAND RIVER AVE	1,780
20-99-00-005-027	WENDYS	22757 ORCHARD LAKE RD	65,950
20-99-00-005-050	EMMITT SERVICES INC	31036 GRAND RIVER AVE	2,960
20-99-00-006-022	THE GETAWAY	31822 GRAND RIVER AVE	5,460
20-99-00-006-026	L A INSURANCE	30776 GRAND RIVER AVE	760
20-99-00-006-031	PRO NAILS	30766 GRAND RIVER AVE	2,720
20-99-00-006-050	FARMINGTON AUTO WASH	22883 ORCHARD LAKE RD	7,780
20-99-00-006-057	TIMS TREE & SHRUB LLC	31505 GRAND RIVER AVE # 9-207	890
20-99-00-006-071	HBW PROPERTIES LLC	32686 GRAND RIVER AVE	15,780
20-99-00-006-080	FARMINGTON BIKE & REPAIR	22856 ORCHARD LAKE RD	970
20-99-00-006-156	ZANETTI, JEFFREY L DDS PC	31904 GRAND RIVER AVE	43,820
20-99-00-006-160	FARMINGTON DERMATOLOGISTS PC	23133 ORCHARD LAKE RD STE 201	14,470
20-99-00-006-260	FARMINGTON PLAZA APTS	31625 SHIAWASSEE RD	-
20-99-00-006-333	FARMINGTON VACUUM	30948 GRAND RIVER AVE	1,020
20-99-00-006-465	FOSTER, DUANE E & ASSOCIATES	32623 GRAND RIVER AVE	1,680
20-99-00-007-182	GRAND TAILOR SHOPPE	31626 GRAND RIVER AVE	1,790
20-99-00-008-016	INTER AGENCY TASK FORCE	31505 GRAND RIVER AVE # 9-221	-
20-99-00-008-017	CJB PEST & MOSQUITO CONTROL	31505 GRAND RIVER AVE # 14-01	-
20-99-00-008-031	HALLER APPRAISAL SERVICE INC	31505 GRAND RIVER AVE # 9-101	4,940

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20-99-00-008-046	WILLIAMS & LIPTON	32316 GRAND RIVER AVE STE 101	27,880
20-99-00-009-023	RAINBOW REHABILITATION	32619 GRAND RIVER AVE	5,070
20-99-00-009-031	EZ WINTERIZING	31505 GRAND RIVER AVE # 1A	1,580
20-99-00-009-035	NORTH AMERICAN SUPER CAR LLC	31505 GRAND RIVER AVE # 9E	-
20-99-00-009-038	SIEGERT, SCOTT	31505 GRAND RIVER AVE # 9-216	-
20-99-00-009-045	CHARLES CROMER	31505 GRAND RIVER AVE # 4	-
20-99-00-010-011	TALK-A-LOT WIRELESS	31624 GRAND RIVER AVE	2,630
20-99-00-010-012	LIBERTY TAX SERVICE	31628 GRAND RIVER AVE	2,160
20-99-00-010-013	KATHYS CLOSET RESALE SHOP	31632 GRAND RIVER AVE	-
20-99-00-010-014	PARAMOUNT HOME CARE INC	31806 GRAND RIVER AVE	1,660
20-99-00-010-029	ACAFES HAIR STUDIO	23030 MOONEY ST STE B	2,630
20-99-00-010-038	FIFTH POSITION DANCE CENTER	31830 GRAND RIVER AVE	2,420
20-99-00-010-041	ANCA NASTASA DDS	23030 MOONEY ST STE C	28,770
20-99-00-010-100	KANTOLA, CHARLES INSURANCE	32500 GRAND RIVER AVE	1,820
20-99-00-010-120	JUST JEWELERS	23105 POWER RD	3,540
20-99-00-011-004	BIO BALANCE THERAPY	23030 MOONEY ST STE C	520
20-99-00-011-007	DING MASTERS	22849 ORCHARD LAKE RD	4,040
20-99-00-011-011	SHAR RENTALS & SALES	22748 ORCHARD LAKE RD	2,630
20-99-00-011-013	MOMMIES MUST HAVES	22882 ORCHARD LAKE RD	930
20-99-00-011-014	WE BUY IT & SELL IT ALL	30930 GRAND RIVER AVE	1,310
20-99-00-011-100	KINGS GARAGE	31690 GRAND RIVER AVE	17,190
20-99-00-011-145	VALERO	31233 GRAND RIVER AVE	20,190
20-99-00-012-006	RITE CARE PHARMACY	23133 ORCHARD LAKE RD STE 102	3,580
20-99-00-012-007	MARATHON	32340 GRAND RIVER AVE	31,760
20-99-00-012-035	LAPHAM & DOYLE ATTORNEYS	32523 GRAND RIVER AVE	10,750
20-99-00-013-001	PAM'S BEAD GARDEN	22836 ORCHARD LAKE RD	2,500
20-99-00-013-003	SCHOOL OF ROCK	22730 ORCHARD LAKE RD	5,000
20-99-00-013-006	KITTY Q EXPRESSIVE ART STUDIO	32580 GRAND RIVER AVE STE 10	-
20-99-00-013-007	KNIGHTS OF COLUMBUS	32580 GRAND RIVER AVE STE 15	-
20-99-00-013-012	COMIC-CARDS GAME CENTER	31620 GRAND RIVER AVE	2,500
20-99-00-013-026	DETROIT DEADSTOCK	31826 GRAND RIVER AVE	5,000
20-99-00-013-027	GREAT LAKES VAPOR	31505 GRAND RIVER AVE # 5	25,000
20-99-00-013-360	MORRELL ELECTRONICS SERVICE	22770 ORCHARD LAKE RD	590
20-99-00-016-040	PARKVIEW APARTMENTS	32450 GRAND RIVER AVE	-
20-99-00-016-070	BOTSFORD PEDIATRIC ASSOC	23133 ORCHARD LAKE RD STE 100	-
20-99-00-016-200	PLAZA VETERINARY HOSPITAL P C	22820 MOONEY ST	73,830

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20-99-00-018-030	RADIO SHACK #6765	32436 GRAND RIVER AVE	5,930
20-99-00-018-035	RAMS HORN OF FARMINGTON	32435 GRAND RIVER AVE	41,860
20-99-00-018-170	RUSTIC PUB	31030 GRAND RIVER AVE	9,460
20-99-00-019-023	SHLAFER, ROMAN DDS	31930 GRAND RIVER AVE	50,860
20-99-00-019-055	SAMRA, GEORGE	32300 GRAND RIVER AVE	2,460
20-99-00-019-235	SILVER DAIRY	32323 GRAND RIVER AVE	7,530
20-99-00-020-030	TAYLER PRESCRIPTIONS	32316 GRAND RIVER AVE STE 100	5,470
20-99-00-870-001	AJ DOMPIERRE CONSTRUCTION	32423 GRAND RIVER AVE	23,250
20-99-00-870-002	ALLSTATE INSURANCE COMPANY	32620 GRAND RIVER AVE	570
20-99-00-870-076	FRAMERY ONE INC	31596 GRAND RIVER AVE	7,510
20-99-00-880-030	ACO HARDWARE #147	31580 GRAND RIVER AVE	23,750
20-99-00-890-010	SILVERWOOD APPRAISAL &	22500 ORCHARD LAKE RD	1,930
20-99-00-890-063	VALVOLINE INSTANT OIL CHANGE	32686 GRAND RIVER AVE	1,740
20-99-00-890-070	FARMINGTON A & W	30732 GRAND RIVER AVE	14,530
20-99-00-910-076	FARMINGTON PROFESSIONAL	32411 GRAND RIVER AVE	1,930
20-99-00-920-053	NEUMANN INSURANCE AGENCY	32580 GRAND RIVER AVE STE 2	2,980
20-99-00-920-073	AIRE EXCHANGE	32500 GRAND RIVER AVE STE 100	2,110
20-99-00-930-001	TOP DRIVER ACQUISITION LLC	31834 GRAND RIVER AVE	890
20-99-00-930-003	AMERICAN POSTAL WORKERS	31505 GRAND RIVER AVE # 4-07	-
20-99-00-930-014	EGOCENTRIX SALON	22834 MOONEY ST	10,520
20-99-00-930-019	MOYS CAFE AND RESTAURANT	30746 GRAND RIVER AVE	4,500
20-99-00-940-001	ARDMORE SHOE REPAIR	30924 GRAND RIVER AVE	960
20-99-00-940-073	JET'S PIZZA	30790 GRAND RIVER AVE	16,440
20-99-00-950-047	FIVE STAR DOOR	31505 GRAND RIVER AVE # 14-02	3,940
20-99-00-950-064	HALABU, SHAWQUI E. M D	23133 ORCHARD LAKE RD STE 101	3,420
20-99-00-960-049	EASTMAN KOSUTIC & HERSHEY ASSOC INC	32425 GRAND RIVER AVE	2,510
20-99-00-980-011	TREE HOUSE FOR EARTH'S CHILDREN	22906 MOONEY ST	9,020
20-99-00-990-005	T-MOBILE CENTRAL L L C	31515 GRAND RIVER AVE	31,500
20-99-00-990-008	ZAP ZONE	31506 GRAND RIVER AVE	198,570
20-99-00-990-009	JAMS LLC	32620 GRAND RIVER AVE	510
20-99-00-990-031	YONO BROKERAGE SERVICES	32411 GRAND RIVER AVE	-
20-99-00-990-032	DELUX CLEANERS	32065 GRAND RIVER AVE	17,730
20-99-00-990-033	DONER, WB & CO	31505 GRAND RIVER AVE # 12	-
20-99-00-990-051	MULLER ATTY, PAUL	31505 GRAND RIVER AVE # 9-209	-
20-99-90-920-009	AMERICAN LEGION POST 346	31775 GRAND RIVER AVE	-

**Real & Personal Property Base Value Total: 15,936,450**

Attachment: Grand River CIA - Draft Development and TIFPlan[2](4) (1700 : Public Hearing - Farmington





### FARMINGTON CIA TIF EXEC. SUMMARY

<b>Need:</b>	General Decline in Property Values, aging structures, lack of cohesion and identity. Lack of Pedestrian crossings (5 in a 3 mile length).
<b>Size of District:</b>	99.3 acres of 460 acres total
<b>Length of Corridor:</b>	1.08 miles
<b>Term of TIF Plan:</b>	20 years, 2014-2034
<b>Percent of Capture:</b>	50% of new taxes
<b>Total Estimated Capture over 20 years:</b>	\$1,588,389
<b>Total Estimated County Capture over 20 years:</b>	\$284,015
<b>Annual Growth Assumption:</b>	3% increase per year
<b>Base Value (2013)</b>	\$15,936,450
<b>Capture Amount (2034)</b>	\$7,299,718

### MEETING SUMMARY

Date	Action	Community
Spring 2009	Joint FH & F City Council Budget Study Session: identifies interest in CIA along Grand River	FH & F
Winter 2009	Awarded grant from Land Information Access Association (LIAA) to lay ground work for Grand River revitalization	FH & F
Feb 2010 – Feb 2011	Community holds six (6) stakeholder meetings	FH & F
Oct 2011	CIA created	F
Dec 2011	Inter-governmental agreement adopted	FH & F
Mar 2012	Joint CIA Board first meeting	FH & F
Oct 2012	Vision Plan kick-off	FH & F
Dec 2012	Joint Planning Commission meeting	FH & F
Jan 2013	Community Visioning Summit	FH & F
Mar 2013	GR Vision Open House	FH & F
May 2013	Joint Planning Commission Meeting	FH & F
Aug 22, 2013	Joint CIA Board adopts Vision Plan	FH & F
Sept. 9, 2013	Planning Commission endorses draft Corridor Vision Plan	F
Sept. 16, 2013	City Council Accepts Corridor Vision Plan	F
October, 2013	City kicks off CIA Development and TIF Plan development	F
March 2014	CIA Board Adopts Development and TIF Plan	F
	City Council Adopts Development and TIF Plan	F
May 8, 2014	CIA Board begins refinement of zoning overlay district	F
Sept. 8, 2014	Joint meeting with City Council, PC and CIA to discuss overlay	F
Sept. 22, 2014	Planning Commission public hearing on overlay district	F

## GRAND RIVER CORRIDOR VISION PLAN SUMMARY

The Grand River Corridor Vision Plan lays out a broad vision for the redevelopment of the Grand River Corridor. The Grand River CIA Boards needed to better understand the challenges of the area and the Community's aspirations for the Corridor. The document serves as the foundation for the efforts of the two CIAs and will guide the prioritization of resources.

### Elements of the Vision Plan

- Existing Conditions: Describes the nature of the existing Corridor and identifies some of its challenges.
- Public Involvement: Outlines the observations of the community and its wishes.
- Vision: The desired outcome of the corridor expressed in simple terms.
- Development Principles: Statements of purpose that describe the desired direction of future growth.
- Future Land Use/Priority Development Areas: Lays out a preferred land use that helps achieve the Corridor Vision with a focus on four (4) Priority
- Development Areas. These areas were identified as the best opportunities for catalytic redevelopment along the Corridor.
- Recommendations: Details recommendations for transportation and zoning changes.
- Implementation: Outlines the objectives needed to achieve each development principle.

### Development Principles

1. **COMMUNITY IMAGE AND CHARACTER** High-quality architecture and urban design elements/treatments will create a signature environment along the corridor
2. **MOBILITY** The corridor will allow for a safe and enjoyable environment for walking and biking, public transit, and automobiles for people of all ages and abilities with minimal conflicts among users
3. **CONNECTIONS** The corridor will be well connected with surrounding areas, providing choices for people to move throughout the corridor, adjoining neighborhoods, centers of commerce, and public spaces
4. **REDEVELOPMENT** The economic success of the corridor will be enhanced by supporting a balance of retail, office, institutional, and housing in a vibrant and integrated development pattern
5. **NEIGHBORHOODS AND HOUSING** A variety of housing options will be promoted
6. **NATURAL ENVIRONMENT** Future growth and development will respect, enhance, complement and integrate the river corridor
7. **PUBLIC SPACE** Design of new public spaces will encourage community gathering and outdoor activity
8. **SUSTAINABILITY** Future growth and development in the corridor will follow best management practices in environmentally planning and construction

### Focus Areas

Of the four focus areas identified in the Corridor Vision Plan, one is located in the City of Farmington. The Grand River North Focus Area is centered on an aging shopping center located on the north side of Grand River Avenue just west of Orchard Lake Road. The site contains a strip commercial center that is in need of significant building and site upgrades. The Vision Plan calls for mixed-use redevelopment in a more urban form, but such that will still provide convenience commercial uses that will not compete directly with Downtown Farmington.

Site Data	
Approx. Site Area:	+/- 29 acres
Offices:	+/- 90,000 sq. ft.
Mix of Uses: (commercial, office, residential)	+/- 86,500 sq. ft.
Residential:	80 units
Park Space:	+/- 3.25 acres
Transit Stop	
Handicapping:	
Parking:	+/- 940 spaces, 120 on-street



## DEVELOPMENT PLAN REVIEW

### Development Plan Overview

The City of Farmington plans to use the Grand River Corridor CIA to revitalize the existing business district and create an inviting place for residents, visitors and shoppers in the area. The CIA has established the district and developed a Vision Plan that identifies public and private improvements necessary to prevent or correct deterioration in the corridor and encourage new private investment.

The efforts of the plan will eventually lead to improved economic viability and increased property values throughout the district. This increase in value, and associated tax revenues, will eventually benefit all taxing agencies, including those for which tax increment revenues are planned to be captured through the duration of the TIF Plan. It should be noted that, without the CIA tax capture and resulting reinvestment in the district, the corridor is likely to continue to suffer from economic and property value decline, which can lead to diminishing property value and tax revenues. The efforts of the CIA is therefore intended to reverse this trend and work toward a more stable long-term tax base for all agencies.

## Proposed Improvements

During development of the Grand River Corridor Vision Plan, a variety of strategies was developed to encapsulate the necessary changes and initiatives that need to be made in order to see the Plan to fruition. While the following list does not include every project that may be needed to achieve success, it summarizes the key aspects under review at the time this Plan was developed. From the following list, the prioritized project list, included in the next section, was created:

- Redesign the Grand River split to M-5
- Develop a nature trail or multi-use pathway along the river
- Build on existing sites like the winery site or those with river views
- Explore Grand River Road Diet
- Improve pedestrian road crossings at key locations
- Allow mixed use buildings
- Create a green development incentive program
- Develop a detailed transportation plan
- Ensure adequate public amenities, recreational facilities and parks
- Develop public gathering areas
- Encourage green design principles
- Create a streetscape design
- Improve the environment for transit
- Develop incentives package
- Develop a logo and brand theme
- Bury utility lines
- Plant gardens and landscaping to enhance gateways

## Final Projects in Development Plan

The list of projects in the Development Plan was based on the Grand River Corridor Vision Plan. It is intended to encapsulate the highest priority improvements. It is expected that this list will evolve as experience of the CIA grows, conditions change within the development area, and additional opportunities arise.

PROJECT	ESTIMATED COST
Zoning Update	\$3,500
Logo and Branding ( Base Marketing Materials)	\$12,000
Catalytic projects (land acquisition, partnerships, marketing)	TBD
Transportation Study	\$100,000
Streetscape Plan	\$30,000
Pedestrian Crossings (Power and Orchard Lake)	TBD
Park Assessment Plan (Orchard Lake Focus Area Open Space)	\$29,500
Gateway Enhancement	\$40,000
Nature Trail	TBD



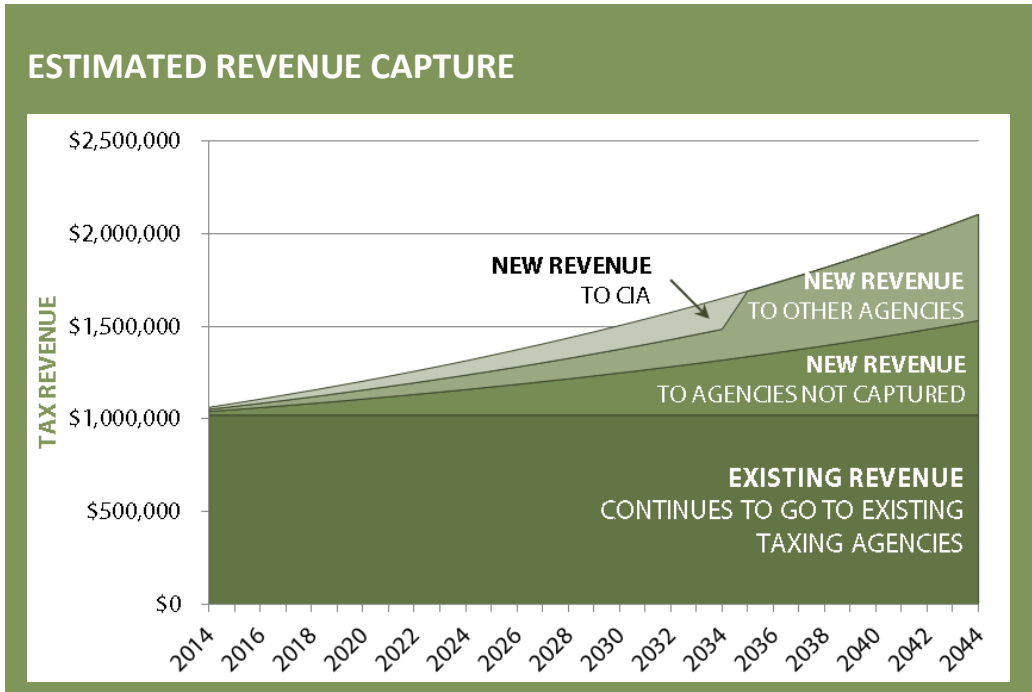
# TIF PLAN REVIEW

The Farmington TIF Plan estimates the revenue that it can expect to receive from tax capture. The City of Farmington plans to leverage tax increment revenue through use of an array of other redevelopment incentives.

- Special assessment districts
- Grants
- Commercial rehabilitation districts
- City staff assistance
- Redevelopment readiness
- Expedited review

TIF SUMMARY	
Base Value (2013)	\$15,936,450
Millage Captured	23.4331
Millage Not Captured	40.684
2014 CIA Revenue	\$11,085

In addition, recognizing that most taxing agencies are budget-conscious today, the City plans to capture only 50% of potential tax increment revenue. This will allow taxing agencies to reap some increased tax revenue as property values increase, but still provide for meaningful capture that will allow the CIA to accomplish some of the projects in the Development Plan.



# Grand River Corridor Improvement Authority Development & TIF Plan



City of Farmington  
DRAFT: 2/5/

Attachment: Grand River CIA - TIF Plan Executive Summary 9-30-14(1) (1700 : Public Hearing -



# ACKNOWLEDGEMENTS

The Grand River Corridor Improvement Authority was established in 2013, pursuant to the Corridor Improvement Authority Act (Act 280 of 2005). The purpose of the Authority is to develop a strategy for revitalization of the Grand River Avenue Corridor in the City of Farmington.

For their vision and development of this plan, the following community leaders are recognized:

- |   |
|---|
| <p>City of Farmington CIA Board:<br/>         Tony Anthony<br/>         Tom Buck<br/>         Dr. David Carron<br/>         Paul King, Chair<br/>         Jeff Scott<br/>         Patrick Thomas<br/>         Jim Smith</p> |
| <p>City of Farmington Staff:<br/>         Vincent Pastue, City Manager<br/>         Kevin Christiansen, Community and Economic Development Director</p>   |

This plan was prepared with assistance from LSL Planning, Inc.



The projects in this plan are based on the findings and recommendations from the Grand River Corridor Vision Plan. For their leadership in developing that document, the City of Farmington wishes to acknowledge OHM Engineering Advisors:



The Grand River Corridor Vision Plan was a joint effort between the Cities of Farmington and Farmington Hills. To recognize their collaboration and involvement in this project from its inception, the following partners from the City of Farmington Hills are recognized:

- |   |
|---|
| <p>City of Farmington Hills CIA Board:<br/>         Teresa Brazzle<br/>         Barry Brickner<br/>         Spencer Brown, Chair<br/>         Michael Gendjar<br/>         Susan Haight<br/>         Jasdeep Mann</p> |
| <p>City of Farmington Hills Staff:<br/>         Steve Brock, City Manager<br/>         Nate Geinzer, Assistant to the City Manager<br/>         Marc Stec, City Planner</p>   |

ADOPTED BY CORRIDOR IMPROVEMENT AUTHORITY BOARD: \_\_\_\_\_  
ADOPTED BY FARMINGTON CITY COUNCIL: \_\_\_\_\_

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# INTRODUCTION



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# INTRODUCTION TO THE GRAND RIVER CORRIDOR

In 2009, the Cities of Farmington and Farmington Hills identified a need to work collaboratively to re-energize the Grand River Corridor from 8 Mile Road in Farmington Hills to Mayfield Road in Farmington. After completing their respective master plans, both communities identified a need for further planning along the Corridor.

Since adopting their Master Plans, each City has established a Corridor Improvement Authority (CIA) to address their respective segments of the corridor. While statutorily, both Authority Boards must work independently, to achieve the best results, both communities agreed that they need to work cooperatively to create a consistent vision for the Corridor and establish a shared plan to implement that vision.

## PURPOSE OF THIS PLAN

The Grand River Corridor Vision Plan was adopted in September 2013, and provides a guide for future growth and development, including capital improvements. The purpose of this Development and Tax Increment Financing Plan is to implement the recommendations presented for the portion of the Corridor located in the City of Farmington.

In that regard, this Plan sets forth the various tools the City may use to accomplish the identified projects.

## FARMINGTON’S APPROACH

Ordinarily, Tax Increment Financing Plans are developed to provide the primary or sole source of financing for improvements in the district.

**The City of Farmington is committed to diversifying the list of tools used to achieve success, so that not all projects will require public / TIF financing.**

However, development of a CIA is necessary to achieve successful redevelopment of the Grand River Corridor, in part because of legislative restrictions that limits the municipality’s ability to broker land deals and facilitate partnerships with private businesses and property owners.

The City and the CIA will work together to leverage TIF financing by using any number of the following tools, either individually or in combination:

### SPECIAL ASSESSMENT DISTRICTS

The City can establish a district within which improvements can be made at the City’s expense, with a repayment schedule

that will be paid as part of each beneficiary’s tax bill.

### GRANTS

The City actively pursues grants for street improvements (MDOT), brownfield redevelopment (MEDC), historic preservation (MSHPO), parks and recreation (MDNR) and other improvements throughout the City. Where possible, these resources will be used to fund relevant improvements within the corridor.

### COMMERCIAL REHABILITATION DISTRICTS

The City is enabled by State legislation to approve a CR District where the property value is frozen at the value on the date the district is created, and will not increase until a date specified by the City.

### CITY STAFF ASSISTANCE

The City is staffed with a variety of experts eager to assist with redevelopment projects. The City, with the help of the Corridor Improvement Authority, can organize meetings between property owners, help to assemble or acquire land, perform technical studies and market analyses, or provide financing assistance on a variety of projects.

### REDEVELOPMENT READINESS

The City of Farmington maintains a positive attitude toward redevelopment. Redevelopment and change are necessary to a revitalization of the corridor; therefore,

City officials understand that increased density, alternative development concepts or unique, creative alternatives to the status quo may be necessary to implement the vision for the district. To that end, the City has streamlined its development review process, often working with applicants to ensure a smooth approval process. It has also incorporated many modern concepts in the ordinance, such as a PUD option that provides incentives for projects that achieve the City's vision; and more business-friendly non-conforming and re-use policies.

**EXPEDITED REVIEW**

In many ways, the City already expedites redevelopment projects – allowing for pre-application meetings, administrative approval and sketch plan reviews. Additional ways to expedite redevelopment in the district are being explored and will likely be implemented as part of the priority projects recommended in this Plan.

**DESIGNATION OF BOUNDARIES**

The overall Grand River Corridor includes 460 acres of land, and three miles of Grand River Avenue. The portion in Farmington represents 99.3 acres and 1.08 miles of Grand River Avenue. The boundaries of the entire Grand River Corridor and the limits of the Farmington Corridor Improvement Authority is shown to the right.





### NEED FOR A CORRIDOR IMPROVEMENT AUTHORITY

The Grand River Avenue Corridor is a historically significant corridor that traverses southern Oakland County. In its heyday, it provided an array of commercial and service uses to residents within the region. However, as highway systems have evolved, modern shopping centers developed, and transportation patterns shifting, the corridor has been plagued by a general decline in property values. These are due in part to a number of challenges, including parcel sizes and configurations, transportation routes, aging structures, and generally a lack of cohesion and identity.

During development of the Grand River Corridor Vision Plan, members of the business community and the public were invited to provide their observations of the corridor. Through that process, and through numerous meetings with a CIA Task Force and each local Planning Commission, the following more specific needs arose:

- ▶ Define and promote economic development
- ▶ Improve the streetscape
- ▶ Strengthen surrounding neighborhoods

- ▶ Enhance connections within the Corridor, and connect to areas adjacent to the Corridor
- ▶ Improve the image/character
- ▶ Improve access for walking and biking
- ▶ Utilize existing assets
- ▶ Create places for gathering/entertainment

### POWERS OF THE AUTHORITY

According to the Act, the CIA Board has the authority to do any of the following:

- ▶ Economic analyses.
- ▶ Growth impact studies and analysis.
- ▶ Plan for and construct, renovate, repair, remodel, rehabilitate, restore, preserve, or reconstruct a public facility, an existing building, or a multiple-family dwelling unit.
- ▶ Improve public facilities within the development area to comply with barrier free design requirements.
- ▶ Develop long-range plans, in cooperation with the agency that is chiefly responsible for planning in the municipality.
- ▶ Develop or redevelop property.
- ▶ Make and enter into contracts.
- ▶ Acquire, own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or

personal, or rights or interests in the property.

- ▶ Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple-family dwellings.
- ▶ Fix, charge, and collect fees, rents, and charges for the use of any facility, building, or property under its control.
- ▶ Lease, in whole or in part, any facility, building, or property under its control.
- ▶ Accept grants and donations of property, labor, or other things of value from a public or private source.
- ▶ Conduct public relations campaigns, develop, coordinate, and conduct retail and institutional promotions, and sponsor special events and related activities.
- ▶ Contract for broadband service and wireless technology service.
- ▶ Perform site improvements.
- ▶ Incur expenses and expend funds to pay or reimburse a public or private person for costs associated with any of the improvements.
- ▶ Make and enter into financing arrangements with a public or private person.

# PHYSICAL CORRIDOR CONDITIONS



### EXISTING LAND USE

A land use analysis of the study area was conducted and focused on housing, retail, office, and institutional uses. The goal of this task was to establish baseline data of current land uses against anticipated market trends in the study area.

The existing land use conditions in the Corridor were largely a result of Grand River Avenue’s historical roots as a primary arterial roadway radiating from Detroit. As a result, over time, the Corridor has been home to a variety of land uses including industrial, housing, and commercial and neighborhood services.

Today the Corridor can be characterized as commercial with hubs of institutional, housing, and office uses. The existing land uses within the development area are shown on the Existing Land Use Map.

**LAND USE KEY FINDINGS**

- ▶ Large areas of the Corridor are retail or vacant land creating opportunities for redevelopment and integration of a variety of land uses.
- ▶ There is a large volume of commercial/ retail related uses in the Corridor and the region that limits the competition for commercial space and in turn drives down rents and values.
- ▶ Lot sizes vary from short shallow lots to larger commercial super centers. The small shallow lots present some challenges from a redevelopment perspective because they do not easily accommodate a variety of building types and sizes.
- ▶ There is currently no class A office space that creates an opportunity for new office product, specifically along M-5.
- ▶ Quality public spaces do not exist in any significance along the Corridor.
- ▶ There are a number of entertainment-type land uses in the Corridor that are aging but are valued by the community.

### EXISTING ZONING

Zoning along Grand River Avenue include a variety of residential, commercial and industrial districts scattered along the corridor. Existing zoning is shown on the Zoning Map.

- ▶ C2, Community Commercial
- ▶ C3, General Commercial
- ▶ R4, Multiple-Family Residential (1 bedroom)
- ▶ R3, Multiple-Family Residential
- ▶ R1P, Single-Family Parking
- ▶ OS, Office Service

One of the goals of this plan is to revise the zoning ordinance to encourage development consistent with the Grand River Corridor Vision Plan and do encourage redevelopment using a streamlined review approach.



Attachment: Grand River CIA - TIF Plan Executive Summary9-30-14(1)

Existing Land Use

Draft: January 2014







Attachment: Grand River CIA - TIF Plan Executive Summary 9-30-14(1)

Future Land Use

Draft: January 2014

Corridor Improvement Authority/Tax Increment Financing Plan  
City of Farmington, MI





# PHYSICAL CONDITIONS

## NATURAL AMENITIES

The Rouge River offers an excellent opportunity for development along the Corridor, creating a dense tree canopy that extends from Downtown Farmington through the length of the study area and past Eight Mile Road. Because areas adjacent to waterways are often highly desirable for residential and light commercial land uses, these properties should leverage the river and tree canopy as a unique amenity. The addition of walking or biking trails along the river corridor would be a great opportunity to provide recreation for the community, as well as establishing a safe, walkable connection to properties throughout the Corridor.

## PEDESTRIAN CONNECTIVITY

The three-mile stretch of Grand River Avenue study area contains a total of just five pedestrian crossings that connect the north and south sides of the street. Pedestrian crossings spaced at such large distances make it very difficult for people to access many of the businesses and properties along the Corridor. Pedestrians in some areas of the Corridor could walk up to one half mile just to reach a street crossing. In addition, the width of the street (four lanes per direction of travel) and volume of traffic to the south of the

interchange make crossing the street in this area both difficult and unsafe.

**PHYSICAL CONDITIONS KEY FINDINGS**

- ▶ Dominated and segregated by existing roadway design
- ▶ Retail dominated district
- ▶ Real and perceived vacancies
- ▶ Northwest area of interchange largely underutilized
- ▶ Multiple gateways
- ▶ Access management and traffic flow issues
- ▶ Large expanse of area between current pedestrian crossings (one mile)
- ▶ Limited public transit opportunities
- ▶ Fragmented corridor character

## GATEWAYS

Gateways are an effective way to signal the entry into an area or district and reinforce the brand/ image of a place. Three primary gateways are present within the Corridor, with a large majority of the traffic along Grand River Avenue entering and exiting through one of these areas. These gateways are the first areas residents and visitors experience when entering the Corridor and provide an opportunity to make a positive impression and experience. Several

secondary gateways are evident throughout the Corridor, including the intersections of Grand River Avenue at Orchard Lake Road, Nine Mile Road and Middlebelt Road. These secondary gateways should convey the entry into the commercial corridor from the surrounding residential districts.

## CHARACTER

Development along the Corridor has occurred throughout the past several decades in an uneven and inconsistent pattern. The Corridor currently supports a mixture of land uses and buildings of various architectural styles, quality, sizes and ages. While portions of the Corridor have received substantial investment throughout the years, effort should be made to address blighted properties and increase the overall quality and aesthetics within the district.

## PARKING

The Grand River Avenue Corridor developed around the automobile and thus parking is a necessary consequence. Segregated land uses that provide enough parking for peak demand create large areas of parking that may be fully utilized only several days out of the year, if ever. Shared parking and access agreements, reductions in minimum parking requirements, and arrangements of complementary land uses are all recognized ways to reduce the burden of parking on landowners.

**TRANSPORTATION NETWORK**

The system of roads within the district generally functions around Grand River Avenue. Key intersecting roads include Power Road, Orchard Lake Road North, Orchard Lake Road South, and Tuck Road. To the immediate east and south of the study area is the M-5 Freeway.

Grand River Avenue carries the greatest volume of traffic than any other surface road in the City. The portion of Grand River in Farmington is situated between two interchanges with the M-5 freeway. The study area for this plan generally addresses the eastern half of the corridor.

Historically, Grand River Avenue was planned to be a part of the I-96 highway route. In the late-1940s and 1950s, Grand River Avenue was identified by the Michigan State Highway Department as M-16, and was later petitioned to be renamed as the I-96 Business Loop.

As with many historic arterial corridors, Grand River Avenue now serves a different function than it did when the City originally developed. Much traffic has shifted to the M-5 freeway during peak travel hours, which has resulted in a wide, 5-lane corridor throughout the study area. While this size was necessary to carry the once high volumes within the City, and enhancements to other transportation corridors, has lowered traffic volumes. Today, vehicular

traffic within the corridor operates well and experiences very little congestion. Non-motorized facilities are present, but not as inviting as they could be. Sidewalks run the length of the corridor, but are generally only five feet in width, and in some locations, are located adjacent to the vehicular portion of the street.

An assessment of vehicular traffic conditions based on available data and observations was conducted as part of the Grand River Corridor Vision Plan. The purpose was to identify issues involving circulation/network, safety, connectivity, or access management, and to what degree they may influence future development in the Corridor.

The results of the assessment showed the existing level of service in the study area was typically rated at an A or B level, primarily allowing for free flowing traffic with little to no delays.

The traffic assessment was also performed to understand the current levels of service along Grand River Avenue and explore the potential for a future road diet. A road diet is a concept that reconfigures multiple-lane roads into fewer travel lanes. Road diets are most often implemented on four-lane "prime connector" and "arterial corridors" with traffic volumes low enough (generally 18,000 – 20,000 vehicles per day or less) and where the conversion is expected to

maintain acceptable levels of service, both along the street, and at key intersections.

Often, road diets are used to narrow roads with extra vehicle carrying capacity by converting vehicular travel lanes into bike lanes, on-street parking, landscaping, and/or sidewalks.

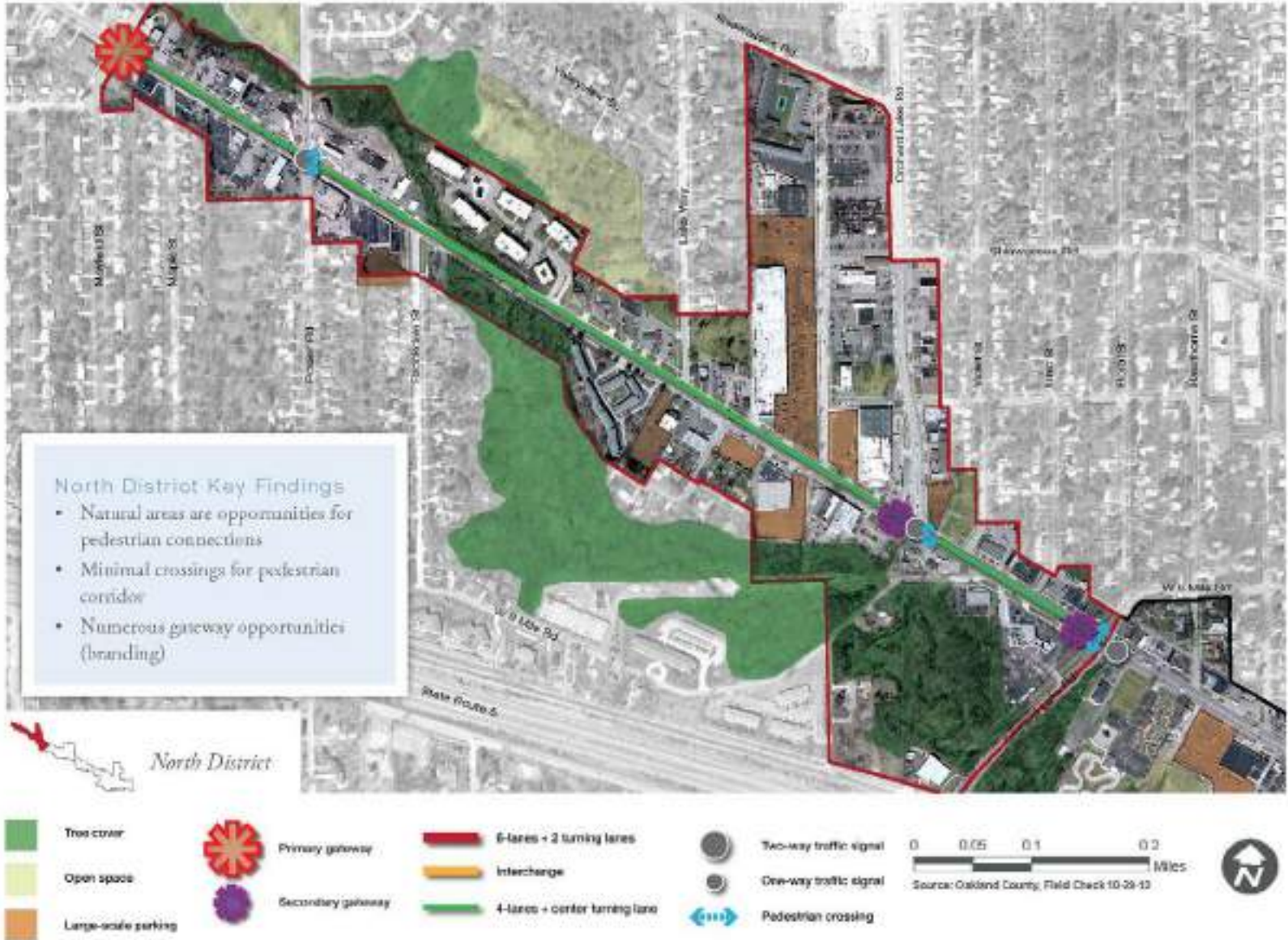
The road diet analysis conducted for Grand River showed that, aside from one location, traffic along the corridor would continue to operate at acceptable Levels of Service (LOS). The LOS between the two traffic signals at the Orchard Lake Road split dropped to a LOS D and LOS E, which are considered to be very unstable flow. A road diet could be considered for the majority of the corridor, but some additional study and analysis would be required. In addition, alternatives such as maintaining the current road configuration or use of intersection redesigns at the Orchard Lake Road intersections should be explored.

**OPEN SPACE AND UNDEVELOPED AREAS**

There are very few vacant sites along the corridor that are not constrained by natural features. Therefore, there are no specific parcels identified to remain as open space. A goal of this plan is to encourage inclusion of public plazas and open spaces within the larger redevelopment projects. The City or CIA may purchase land for such purposes in the future, but presently, no dedicated

parks or open spaces exist within the development area.

The image to the right, from the Grand River Corridor Vision Plan, summarizes the physical form observed in the development area.





## PUBLIC INVOLVEMENT

Public outreach and engagement was a critical step in the planning process. A realistic and implementable plan must be guided by the goals and aspirations of the community. The public engagement process for the Grand River Corridor Vision Plan used a multifaceted approach that included public meetings, focus groups, and an online survey.

The overall public engagement approach was widely advertised to the community through a comprehensive outreach campaign. Community members from Farmington and Farmington Hills had a variety of opportunities to have their thoughts and opinions heard regarding the future of the Grand River Corridor.

### PUBLIC MEETINGS

#### ▶ COMMUNITY SUMMIT

A Community Summit was hosted for the general public to contribute to the planning process. The meeting took place on January 23, 2013 at the William M. Costick Activities Center. The consulting team gave participants an overview of the project including the goals, planning process, study area, and key findings from the existing conditions analysis. Small groups were formed and organizers led participants through an idea gathering exercise as well as a PET mapping exercise. (See

stakeholder meeting section for a description of these exercises). Forty-six residents and business owners contributed more than 150 ideas and recommendations for shaping the future of the Corridor.

The facilitator from each group shared a summary of the results of the Ideas for the Future exercise and gave an overview of the PET map. Many of the groups had similar ideas and concerns and several themes emerged.

#### ▶ COMMUNITY OPEN HOUSE

On March 13, 2013 a public open house was held to present draft elements of the vision Plan and the general public's input on the Plan elements. Attendees had an opportunity to comment on the vision for the Plan, development principles, focus area plans, and transportation options. In general, the public responded positively to the draft elements presented, and gave some recommendations to amend elements of the focus area plan and development principles. Approximately 60 members of the public attended the meeting and completed 16 worksheets, providing feedback on the vision, principles, objectives, and focus area plans.

### FOCUS GROUP MEETINGS

The planning team held a series of meetings with stakeholders and staff on November 19, 2012. A total of four meetings were held that included members

of the business community, developers, government officials, chamber of commerce members, community organizers and millennials, staff members from Farmington and Farmington Hills and 18 community stakeholders participated in the meetings.

### ONLINE SURVEY

A web survey was created on December 12, 2012 to collect feedback from the general public. A number of newspaper articles and websites advertised the survey, asking for the public's participation. The survey included four questions:

1. What can we do to improve the Corridor to make it the best that it can be in the future?
2. What do you think the biggest challenge is facing the Corridor?
3. If the boulevard between the interchange and Eight Mile Road was utilized or improved, what would you like to see incorporated into the overall design?
4. If the Corridor Improvement Authority were to use special funding mechanisms to conduct capital improvements in the Corridor without raising taxes, what would you see as the highest priority for investment?

In general, many of the responses expressed concern over the Corridor's character, mobility, economic viability and building vacancy issues.

# DEVELOPMENT PLAN



Attachment: Grand River CIA - TIF Plan Executive Summary9-30-14(1) (1700 : Public Hearing -



## DEVELOPMENT PLAN OVERVIEW

In 2005 the State of Michigan enacted the Corridor Improvement Authority Act (Act 280 of 2005) to provide for the establishment of a Corridor Improvement Authority (CIA) with the goal to correct and prevent deterioration in business districts, allow for the creation and implementation of development plans, promote the economic growth of the districts, and authorize the use of tax increment and other financing to achieve such goals.

The City of Farmington plans to use the Grand River Corridor CIA to revitalize the existing business district and create an inviting place for residents, visitors and shoppers in the area. The CIA has established the district and developed a Vision Plan that identifies public and private improvements necessary to prevent or correct deterioration in the corridor and encourage new private investment.

The CIA can capture new tax increment in the district (TIF) and use it to pay for improvements that otherwise could not be afforded by either local businesses or township government. Moreover, creation of a TIF district does not take away current tax revenue; it just captures any new increment that results from improvements to property or an increase in value. The efforts of this plan will eventually lead to

improved economic viability and increased property values throughout the district. This increase in value, and associated tax revenues, will eventually benefit all taxing agencies, including those for which tax increment revenues are planned to be captured through the duration of the TIF Plan. However, it should be noted that, without the CIA and tax capture, the corridor is likely to continue to suffer from economic and property value decline, which can lead to diminishing revenues. The efforts of the CIA is therefore intended to reverse this trend and work toward a more stable long-term tax base for all agencies.

## GOALS AND OBJECTIVES

1. **COMMUNITY IMAGE AND CHARACTER** High-quality architecture and urban design elements/treatments will create a signature environment along the corridor
2. **MOBILITY** The corridor will allow for a safe and enjoyable environment for walking and biking, public transit, and automobiles for people of all ages and abilities with minimal conflicts among users
3. **CONNECTIONS** The corridor will be well connected with surrounding areas, providing choices for people to move throughout the corridor, adjoining neighborhoods, centers of commerce, and public spaces

4. **REDEVELOPMENT** The economic success of the corridor will be enhanced by supporting a balance of retail, office, institutional, and housing in a vibrant and integrated development pattern
5. **NEIGHBORHOODS AND HOUSING** A variety of housing options will be promoted
6. **NATURAL ENVIRONMENT** Future growth and development will respect, enhance, complement and integrate the river corridor
7. **PUBLIC SPACE** Design of new public spaces will encourage community gathering and outdoor activity
8. **SUSTAINABILITY** Future growth and development in the corridor will follow best management practices in environmentally planning and construction

**EMERGING IDEAS**

- ▶ Enhance north gateway
- ▶ Create linkage to existing park/greenspace network
- ▶ Focus revitalization effort around large commercial center
- ▶ Manage traffic flow on Grand River Avenue between Orchard Lake Road intersections through signage, and roadway enhancements
- ▶ Consider road diet, especially north of the Orchard Lake intersection

**PROPOSED IMPROVEMENTS**

During development of the Grand River Corridor Vision Plan, a variety of strategies was developed to encapsulate the necessary changes and initiatives that need to be made in order to see the Plan to fruition. While the following list does not include every project that may be needed to achieve success, it summarizes the key aspects under review at the time this Plan was developed. From the following list, the prioritized project list, included in the next section, was created:

- ▶ Redesign the Grand River split to M-5
- ▶ Develop a nature trail or multi-use pathway along the river
- ▶ Build on existing sites like the winery site or those with river views
- ▶ Explore Grand River Road Diet
- ▶ Improve pedestrian road crossings at key locations
- ▶ Allow mixed use buildings
- ▶ Create a green development incentive program
- ▶ Develop a detailed transportation plan
- ▶ Ensure adequate public amenities, recreational facilities and parks
- ▶ Develop public gathering areas
- ▶ Encourage green design principles
- ▶ Create a streetscape design
- ▶ Improve the environment for transit
- ▶ Develop incentives package

- ▶ Develop a logo and brand theme
- ▶ Bury utility lines
- ▶ Plant gardens and landscaping to enhance gateways

**PROJECT LIST**

As noted, the list of projects in this Plan was based on the work completed during the Grand River Corridor Vision Plan development. It is expected that this list will evolve as experience of the CIA grows, conditions change within the development area, and additional opportunities arise.

The estimated costs listed are not based on actual cost proposals, rather are provided to give a general estimate of the costs that may be incurred. Actual costs will be determined by a number of factors including formal consultant proposals, detailed engineering studies, and additional project planning that is part of the list of initial projects. For example, the cost of the Streetscape Plan will depend on the results of the Logo and Branding campaign and Transportation Study results. However, a basic estimate of cost is provided so the CIA can effectively budget for these projects in the future.

A detailed description of the projects is provided on the next page.

PROJECT LIST	ESTIMATED COST
Zoning Update	\$3,500
Logo and Branding (Base Marketing Materials)	\$12,000
Catalytic projects (land acquisition, partnerships, marketing)	TBD
Transportation Study	\$100,000
Streetscape Plan	\$30,000
Pedestrian Crossings (Power and Orchard Lake)	TBD
Park Assessment Plan (Orchard Lake Focus Area Open Space)	\$29,500
Gateway Enhancement	\$40,000
Nature Trail	TBD
<b>Total Cost of All Projects:</b>	<b>\$215,000 +</b>

**ZONING UPDATE**

The City plans to amend the zoning ordinance to allow for the additional density, mixed use, building heights and building form that are envisioned for the corridor. While the current PUD ordinance could be used to facilitate redevelopment, a dedicated overlay district for the development area will help better define the expectations and incentives that are unique to the Grand River corridor. It is expected this ordinance, and the additional certainty and streamlined review process that will be included, will help attract reinvestment along the corridor. The City has a draft ordinance that was prepared with the Grand River Corridor Vision Plan. The expected cost of this project will be to address refinement of the draft and facilitation through the approval and adoption process.

**LOGO AND BRANDING**

*(Base Marketing Materials)*

The cities of Farmington and Farmington Hills are working jointly to develop a cohesive brand theme for the corridor. As part of this project, it is expected that base marketing materials will be developed that incorporate a unifying logo and layout. Also important will be design of corridor signage and gateway identification enhancements. The costs associated with

this project include the cost to hire a consultant to assist with development of the logo, signs and supporting print materials, but not actual creation of these items. Those costs will depend on the final recommendations of the marketing consultant as well as other projects discussed below, including the Transportation Study and Streetscape Plan.

**CATALYTIC PROJECTS**

*(Land acquisition, partnerships, marketing)*

As part of its ongoing economic development efforts, the City is actively involved in facilitating redevelopment. Using the tools identified in the Introduction of this Plan, the City has worked successfully to improve private property, and plans to continue these efforts within the Grand River CIA development area. These projects are expected to help “kick start” implementation of the Grand River Corridor Vision Plan, attract initial reinvestment that will improve the overall tax base, and build community support. While specific details of these projects were not known at the time this Plan was developed, the City expects that it will continue to use Special Assessment Districts, Commercial Rehabilitation Districts, public-private partnerships and other avenues to create redevelopment momentum. The City

expects to incur costs associated with real estate broker services, legal assistance, planning and zoning support, and other soft costs needed to implement catalytic projects. Other hard costs for land acquisition and development may also be incurred, but as noted, the City plans to use capital financing resources only as needed.

**TRANSPORTATION STUDY**

One of the barriers to reversing economic decline along some portions of the corridor is the existing transportation system. Grand River Avenue carries traffic from the City of Detroit through Farmington and on to cities to its northwest. In the 1950s, as part of the I-96 freeway system, the M-5 bypass was constructed that diverted traffic at the City's east end onto the freeway that extends northwest and connects with I-96/I-275 and the M-5/Haggerty Connector near the City of Novi. This construction caused a reduction in traffic volumes along the local portion of Grand River Avenue, which also led to reduced economic viability for some businesses. The complicated and sometimes confusing routes created by the new freeway construction compounded the issue. At the same time, the reduced traffic volumes have resulted in a physical road profile that exceeds Grand River Avenue's functional needs. This presents an opportunity to reclaim unnecessary traffic

lanes for use by other modes of traffic like non-motorized to transit, or for other public purposes. The City plans to further study the dynamics of transportation throughout the district to determine which will best serve businesses and residents in the area. The Grand River Corridor Vision Plan revealed the need to study a potential road diet for all or portions of Grand River Avenue, improve southeast bound access to the median portions of Grand River in the City of Farmington Hills, and evaluate potential intersection and other improvements at both Orchard Lake Road intersections, including possible roundabouts or road realignments.

**STREETSCAPE PLAN**

Once expected transportation changes are known, and after branding materials developed, the City will combine the ideas presented into a plan for streets that will help associate them to the corridor. The streetscape plan may include concepts and designs for roads planned to be re-aligned, re-located or redesigned.

**PEDESTRIAN CROSSINGS**

*(Power and Orchard Lake)*

It is expected that changes will be needed to various intersections along the corridor. In particular, the intersections at Orchard Lake Road create potential pedestrian

barriers, especially given the traffic volumes and narrow road-right-of-way in this area of the corridor. Some improvements will be needed to enhance safety and comfort for non-motorized traffic. The extent of these changes will depend on the results of the Transportation Study; therefore, the final costs of this project are not currently known. The purpose of this project is to implement the recommended intersection improvements that may be needed to facilitate non-motorized movements along the corridor. Additional prioritization of sub-projects will likely be needed, but the first priority will be to ensure safety at the key intersections at Power Road and Orchard Lake Road.

**PARK ASSESSMENT PLAN**

*(Orchard Lake Focus Area Open Space)*

The Grand River Corridor Vision Plan revealed various open space and public area opportunities within the development area. Most of these opportunities were associated with potential redevelopment projects, but there may be additional opportunity to provide public parks within the development area. Comparing existing recreational facilities to current and expected demand will reveal if and where additional parkland and public areas may be needed. One specifically designated in the Vision Plan included a community open

space as part of the Orchard Lake Road Focus Area. This project will require public/private partnerships since the land is privately-owned. However, it is expected that the various implementation tools described earlier in this plan can be used to accomplish viable redevelopment and inclusion of public open spaces. The City expects that it may be involved in initial development of the public plaza, management of events and maintenance in the future. The costs associated with this project will include development of a park plan for the district, which is expected to include a detailed plan for the Orchard Lake Road Focus Area open space.

**GATEWAY ENHANCEMENTS**

As part of the Grand River Corridor Vision Plan, gateways are envisioned at the entry points to the corridor and the City. They serve to welcome visitors, workers, and residents, and orients visitors to the corridor. They provide opportunities to frame perceptions of the community, and can reinforce a larger marketing efforts aimed at creating a "brand" for the corridor. Gateways can also be effective at calming traffic and improving safety. Gateway designs will be developed jointly with the City of Farmington Hills' CIA Board, and will likely relate to the initial Logo and Branding concepts that are developed in earlier

projects. The cost assigned to this project represents an estimate to generally improve entry points into the City and corridor using signage and landscaping.

***NATURE TRAIL***

A somewhat unknown resource within the development area is the Rouge River. The River presents development opportunities that have not yet been utilized. The City envisions that future development will embrace the river corridor, and eventually the river will be improved with a passive trail system that will provide residents with access to the river.



**IMPLEMENTATION**

**FUTURE LAND USE**

The Future Land Use Map outlines the preferred uses throughout the Corridor and is a product of the existing conditions

analysis and stakeholder and public input. This Plan offers a certain amount of flexibility so businesses and governments can react to specific market demands that may occur. However, it does provide a

broad outline of where certain uses would be best utilized. The following is a description of the uses shown on the Future Land Use Map:

FUTURE LAND USE CATEGORIES		PREFERRED LAND USES					
	Development Intent	Max. Height (Stories)	MF Multi-family	OFF Office	CIV Civic	RTL Retail	HTL Hotel
Medium-Density Residential	This area is planned for medium density residential 10-20 u/a. Residential development in this area should be supported by public and green spaces within or adjacent to the development. Residential developments should include sidewalks, street trees, and connections within and outside of the development.	3-5	P		O		
Residential Mixed Use	This area is planned for a mix of commercial and medium density residential 10-20 u/a. Uses may be vertically or horizontally integrated. The overall mix of commercial to residential should have a residential focus with approximately 60 percent of the area being used for residential. Development in this area should be supported by public and green spaces within or adjacent to the development.	3-5	P	P	O	P	O
Mixed Use	This area is planned for a mix of small to medium sized retail, office, and residential uses both vertically and horizontally. Within pedestrian areas, office uses should be encouraged on the second floor while retail uses should be reserved for the first floor and have a strong street presence. These areas should be carefully planned to complement the streetscape and help to create and define the public realm. Development should be connected via a pedestrian network and include carefully integrated public spaces.	3-5	P	P	P	P	P
Notes:	Uses (P=Preferred, O=Optional) The information presented in this table is a recommendation. Design flexibility should be granted as deemed appropriate by the City. The building blocks and preferred uses may vary slightly depending on market and site conditions.						

Attachment: Grand River CIA - TIF Plan Executive Summary 9-30-14(1) (1700 : Public Hearing -

**ORCHARD LAKE ROAD FOCUS AREA**







The overall goal for the Orchard Lake Focus Area is to create a pedestrian-friendly experience that offers significant public space, a mixture of uses and celebrates the historic winery. The mixture of complementary land uses will allow each use to leverage the other, creating value from increased convenience and proximity.

Commercial buildings are organized around a triangular greenspace with a centralized roundabout as the focal point and smaller plazas and terraces filling in between buildings.

Greenspace allows for pedestrian activity within the area and also increases the visibility and competitiveness of adjacent businesses. This greenspace continues across Grand River Avenue where it becomes a terrace and yard for the historic winery.

Pedestrian activity near the roundabout is reinforced by placing office buildings at the perimeter that act as a transitional zone between higher intensity commercial and lower intensity residential to the north. Residential buildings are placed closer to the street with parking located behind to further define the pedestrian character.

**Site Data**

Approx. Site Area:	+/- 29 acres
 Office:	+/- 90,000 sq. ft.
 Mix of Uses: (commercial, office, residential)	+/- 86,500 sq. ft.
 Residential:	80 units
 Park Space	+/- 3.25 acres
 Transit Stop	
 Hardscaping	
 Parking:	+/- 940 spaces, 120 on-street



**ZONING CHANGES**

The majority of the Grand River Avenue frontage is zoned Community Commercial (C2) and General Commercial (C3). Other zoning Includes Office Service (OS), Single Family Parking (R1P), Multiple Family Residential (R3, R4). The Farmington zoning ordinance contains a planned unit development provision (Article 10), that promotes many of the development principles as outlined in the Plan.

While redevelopment can occur under the City's current zoning, using the Planned Unit Development mechanisms, there are ways that the regulatory environment can not just remove barriers, but also facilitate development. In fact, as part of its mission, the CIA is charged with streamlining development reviews as a way to attract redevelopment. The following suggestions are offered as ways to more specifically enumerate the style, form and quality of development desired and attract additional development interest:

- **Overlay Zoning.** An overlay zoning district was developed that provides a set of regulations that will better achieve the desired redevelopment and building form envisioned. The overlay allows sites to maintain their underlying zoning, and allows minor additions pursuant to the existing zoning. Larger expansion or redevelopment must

adhere to the new regulations. The overlay includes the following:

- ▶ Modified permitted uses to encourage more mixed use
  - ▶ Basic building and parking placement requirements
  - ▶ Access requirements for both vehicles and pedestrians
  - ▶ Realistic applicability triggers that respect local businesses
  - ▶ Streamlined reviews
  - ▶ Quality standards upon which flexibility may be granted
  - ▶ Requirement for Development Agreement to specify flexibility, modifications and incentives agreed upon during the approval process
- **Streamlining approvals.** The overlay zoning district is structured as a planned unit development ordinance that requires a two step approval process. The Farmington Planning

Commission is encouraged to adopt the Orchard Lake Focus Area plan as the approved Preliminary Site Plan for the site, thus eliminating one step in the process and allowing the applicant to proceed directly to Final Site Plan review.

- **Incentives.** Streamlined approvals can help attract redevelopment, but there are more ways to encourage activity. A more aggressive approach to attracting developers is to establish an incentive program. The following table shows the type of incentives (listed along the top) that could potentially be offered, if the recognized benefits (listed along the left) are provided. The idea is to match the recognized benefit to an appropriate incentive. The table below shows the types of matches that are most effective:

<i>Incentives</i> →	Lot Coverage	Setback Relief	Bldg. Height	Reduced Parking	Storm-water/Utility	TIF Funding	Use of Municipal Parking
<i>Recognized Benefit</i> ↓							
<b>Open Space</b>	x	x			x		x
<b>LID</b>	x	x			x	x	
<b>Mixed-Use</b>			x	x			x
<b>Higher Quality Architecture</b>						x	
<b>LEED/Green Building</b>	x		x		x	x	
<b>Additional Buffer</b>		x			x	x	x
<b>Pedestrian Facilities</b>	x	x		x		x	x

**CORRIDOR DESIGN GUIDELINES**

The following should be incorporated into development along the corridor:

- Streetscaping
  - ▶ Front yards should maintain visibility of entrances and present high quality building fronts
  - ▶ Require sidewalks along all street frontages, with wider paths along Grand River
  - ▶ Establish a street tree policy that is unique for the corridor
  - ▶ Consider uniform street lights
- Lot size and coverage
  - ▶ Match residential areas to current residential districts
  - ▶ No minimum or maximum for Commercial/Mixed Use
- Setbacks
  - ▶ Match residential areas to current residential districts
  - ▶ No minimum front setback for Commercial/Mixed Use
  - ▶ Consider a build-to requirement or a build-to “zone”

- Transitions
  - ▶ Require rear buffers/walls/landscaping between single family residential and other uses
  - ▶ Encourage building step-backs to transition from larger scale buildings to adjacent neighborhoods
- Parking
  - ▶ Refer to each city’s current parking standards, but consider flexibility for other available shared, structured or municipal parking
  - ▶ Allow parking study to determine when less or more should be required
- Building Design
  - ▶ Regulate quality, not architecture
  - ▶ Require a minimum storefront height and minimum window area for first floor
  - ▶ Allow colors that are consistent with the established Grand River theme

- ▶ Establish lighting standards that consider modern and sustainable lighting options
- Signs
  - ▶ Maintain visibility for commercial signage
  - ▶ Match sign size and height to speed limit on Grand River
  - ▶ Consider visibility across median





	CIA Boundary
	Medium Density Residential
	Residential / Mix of Uses
	Mix of Uses

Attachment: Grand River CIA - TIF Plan Executive Summary9-30-14(1)

Future Land Use

Draft: January 2014







# TAX INCREMENT FINANCING PLAN



Attachment: Grand River CIA - TIF Plan Executive Summary9-30-14(1) (1700 : Public Hearing -

# EXPLANATION OF THE TAX INCREMENT PROCEDURE

## EXPLANATION OF TAX INCREMENT FINANCING

Tax Increment Financing (TIF financing) is a method of funding public investments in an area slated for (re)development by capturing, for a time, all or a portion of the increased tax revenue that may result from increases in property values, either as a result of (re)development or general market inflation.

Once the TIF expires (potentially in 20 years), the CIA will cease its revenue capture and 100% of taxes collected from future property values will be distributed to the appropriate taxing agencies in place at that time.

To utilize TIF financing, the CIA must prepare a Development Plan and a TIF Plan. Both plans are submitted to the City Council, who must approve the plans.

### TIF REVENUE

TIF Revenue represents the value of new taxes that may be received as a result of new property value increases.

Figure 1 illustrates how existing taxes collected from property within the district will continue to go to the agencies who currently receive them. Future increases in tax revenue will be split as follows:

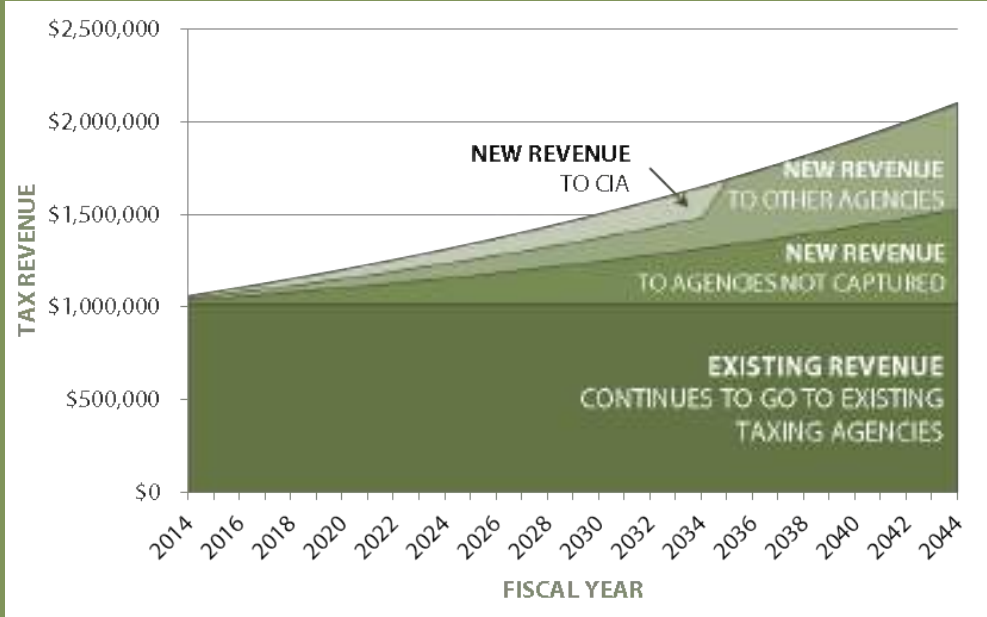
- ▶ To Agencies Not Captured. 100% of new taxes collected for School agencies, the Detroit Zoo and Detroit Institute of Arts will continue to go to those authorities.
- ▶ To Other Agencies. 50% of new taxes collected for all other agencies will be distributed to those agencies.
- ▶ To CIA. 50% of new taxes collected will be captured by the Corridor

Improvement Authority for reinvestment within the district.

### TIF TERMS

- ▶ **Base Value:** The taxable value of property in the TIF district at the date the TIF is established
- ▶ **Current Value:** The taxable value of property in the district as of the current year
- ▶ **Revenue Capture:** The difference between tax revenue collected from the Current Value and the Base Value

FIGURE 1  
ESTIMATED REVENUE CAPTURE



The Base Value for this plan is the taxable value of all real and personal property in the development area as determined on December 31, 2013 and finally equalized by the state in May, 2014. The Base Value of the district is \$15,936,450.

### WHAT TIF CAN BE USED FOR

TIF financing can be used to fund public utility and infrastructure improvements, market businesses within the district, plan for property within the district, acquire land, improve sites, construct buildings, and administer the Development Plan. Because TIF financing involves capture

of tax revenue for certain parcels, TIF dollars must be used for improvements that will generally benefit those same parcels.

**PROPOSED 50% CAPTURE**

The Grand River Corridor CIA understands that TIF capture by the authority will reduce increases in tax revenue for other taxing agencies, which the City recognizes are under increasing budget constraints already. However, the purpose for TIF financing is to utilize local tax dollars to catalyze reinvestment within the district, with the expectation that it will result in increases in property values that would not otherwise occur without such public investment. Figure 1 shows the existing revenue that is collected from property in the TIF district.

**BENEFIT OF TIF FOR ALL TAXING AGENCIES**

It has been determined that property values in the district are in decline and are not likely to rebound without some sort of catalyst. Therefore, it is reasonable to assume that taxing agencies will not likely see an increase in tax revenue anyway. Therefore, in the long run, temporary reductions in tax revenue will result in tax revenues for all taxing agencies that they may not receive in the future, if the efforts of this Plan are not implemented.

**TIF REVENUE ASSUMPTIONS**

The purpose of the Tax Increment Financing Plan is to evaluate potential

revenues from tax increment capture and ensure it will be sufficient to cover anticipated costs. Therefore, some assumptions are involved in the calculations in order to project property values into the future and determine anticipated revenues. The figures in the TIF Plan are estimates of revenue that apply the best available data and most reasonable assumptions. This TIF Plan is based on 2013 assessment and millage data provided by Oakland County, and the following assumptions:

1. A limit to the amount of TIF capture was included. The CIA plans to capture only 50% of the Captured Value
2. A modest increase in property values was assumed. A conservative growth rate of 3.0% was used in the projections for future TIF revenue. In reality, values should increase more rapidly as redevelopment occurs within the district.
3. Various millage levies have been excluded from capture, as discussed below. Table 1 shows the expected millage levies for this TIF Plan.

Millage rates were provided by the City Treasurer's office. This list includes all millages except for the following:

- ▶ Farmington Schools Supplemental
- ▶ Farmington Schools Operating
- ▶ Farmington Schools Debt
- ▶ State Education
- ▶ Intermediate Schools
- ▶ Zoo
- ▶ DIA

**PROJECTED TIF REVENUE**

Table 2 on the following page shows the projected revenues expected for the district. It represents the amount the CIA can anticipate in TIF Revenue, based on the assumptions given above. The increases in property values are based on a modest inflation rate. In reality, property values, and resulting TIF capture will exceed these figures as redevelopment increases property values at a more rapid rate.

TABLE 1 MILLAGE LEVIES			
Taxing Agency	Summer Levy	Winter Levy	
City Operating	14.0000		
City Streets	1.0000		
County Operating	4.1900		
Parks and Recreation		0.2415	
Huron-Clinton Metropark Authority		0.2416	
Community College	1.5844		
Library	1.0000	0.5856	
County Public Transit		0.5900	
<b>Total Captured</b>	<b>21.7744</b>	<b>1.6587</b>	

**DURATION OF THE DEVELOPMENT PROGRAM**

The duration of the tax increment financing plan is twenty (20) years, commencing upon approval by the City Council in 2014 and will cease with tax collections due in December 2034, unless this plan is amended to extend or shorten its duration.

- ▶ Amend the development plan and/or tax increment financing plan to allow for alternative projects and funding.

TIF SUMMARY	
Base Value (2013)	\$15,936,450
Millage Captured	23.4331
Millage Not Captured	40.684
2014 CIA Revenue	\$11,085

**PLAN FOR THE EXPENDITURE OF CAPTURED VALUE BY THE AUTHORITY**

Any additional tax increment revenues beyond those projected in this plan will:

- be used to expedite any debt service,
- further the implementation of the public improvement program, or
- be returned, pro-rata, to the taxing units.

Should the tax increment revenues be less than projected, the CIA may choose to:

- ▶ Collect and hold the captured revenues until a sufficient amount is available to implement specific public improvements,
- ▶ Consider implementing public improvement projects based upon the ability to match existing funds with expenditures while seeking out additional funding sources,

**TABLE 2  
ESTIMATE OF TIF REVENUE**

	Fiscal Year	Base Value	% Value Increase	Estimated Value Capture (50%)	Estimated Annual TIF Revenue	Compounded TIF Revenue
<b>Base Year:</b>	2014	\$15,936,450	3.0%			
	2015	\$15,936,450	3.0%	\$485,265	\$11,085	\$11,085
	2016	\$15,936,450	3.0%	\$738,870	\$16,878	\$27,963
	2017	\$15,936,450	3.0%	\$1,000,082	\$22,845	\$50,808
	2018	\$15,936,450	3.0%	\$1,269,132	\$28,991	\$79,799
	2019	\$15,936,450	3.0%	\$1,546,252	\$35,321	\$115,120
	2020	\$15,936,450	3.0%	\$1,831,687	\$41,841	\$156,962
	2021	\$15,936,450	3.0%	\$2,125,684	\$48,557	\$205,519
	2022	\$15,936,450	3.0%	\$2,428,501	\$55,474	\$260,993
	2023	\$15,936,450	3.0%	\$2,740,403	\$62,599	\$323,593
	2024	\$15,936,450	3.0%	\$3,061,662	\$69,938	\$393,530
	2025	\$15,936,450	3.0%	\$3,392,559	\$77,497	\$471,027
	2026	\$15,936,450	3.0%	\$3,733,382	\$85,282	\$556,309
	2027	\$15,936,450	3.0%	\$4,084,430	\$93,301	\$649,610
	2028	\$15,936,450	3.0%	\$4,446,010	\$101,561	\$751,171
	2029	\$15,936,450	3.0%	\$4,818,437	\$110,068	\$861,239
	2030	\$15,936,450	3.0%	\$5,202,037	\$118,831	\$980,069
	2031	\$15,936,450	3.0%	\$5,597,145	\$127,856	\$1,107,925
	2032	\$15,936,450	3.0%	\$6,004,106	\$137,152	\$1,245,078
	2033	\$15,936,450	3.0%	\$6,423,276	\$146,728	\$1,391,805
	2034	\$15,936,450	3.0%	\$6,855,021	\$156,590	\$1,548,395



**ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON TAXING JURISDICTIONS**

The CIA is eligible to capture tax increment revenues from the State, local school district, and intermediate school district to the extent necessary to pay the debt service

on the outstanding bonds that represent “eligible obligations.”

The most important impact on the affected taxing jurisdictions is that the amount of revenue they currently receive from property within the district will not increase during the life of the Plan. Once the base

value of the district is set, the CIA will capture the revenue from any increase in property value. The base amount would still flow to the appropriate taxing jurisdictions. In other words, the revenue to each taxing jurisdiction would effectively be frozen at the base value for the entire term of the CIA Plan.

<b>TABLE 3 ESTIMATED TAX INCREMENT CAPTURE BY TAXING JURISDICTION</b>									
<b>Millage Rates</b>	<b>4.1900</b>	<b>14.0000</b>	<b>1.0000</b>	<b>0.2415</b>	<b>0.2416</b>	<b>1.5856</b>	<b>1.5844</b>	<b>0.5900</b>	
Fiscal Year	Oakland County	City Operating	City Streets	County Parks	County HCMA	Library	Community College	SMART	
2014	\$485,265	\$2,033	\$6,794	\$485	\$117	\$117	\$769	\$769	\$286
2015	\$738,870	\$3,096	\$10,344	\$739	\$178	\$179	\$1,172	\$1,171	\$436
2016	\$1,000,082	\$4,190	\$14,001	\$1,000	\$242	\$242	\$1,586	\$1,585	\$590
2017	\$1,269,132	\$5,318	\$17,768	\$1,269	\$306	\$307	\$2,012	\$2,011	\$749
2018	\$1,546,252	\$6,479	\$21,648	\$1,546	\$373	\$374	\$2,452	\$2,450	\$912
2019	\$1,831,687	\$7,675	\$25,644	\$1,832	\$442	\$443	\$2,904	\$2,902	\$1,081
2020	\$2,125,684	\$8,907	\$29,760	\$2,126	\$513	\$514	\$3,370	\$3,368	\$1,254
2021	\$2,428,501	\$10,175	\$33,999	\$2,429	\$586	\$587	\$3,851	\$3,848	\$1,433
2022	\$2,740,403	\$11,482	\$38,366	\$2,740	\$662	\$662	\$4,345	\$4,342	\$1,617
2023	\$3,061,662	\$12,828	\$42,863	\$3,062	\$739	\$740	\$4,855	\$4,851	\$1,806
2024	\$3,392,559	\$14,215	\$47,496	\$3,393	\$819	\$820	\$5,379	\$5,375	\$2,002
2025	\$3,733,382	\$15,643	\$52,267	\$3,733	\$902	\$902	\$5,920	\$5,915	\$2,203
2026	\$4,084,430	\$17,114	\$57,182	\$4,084	\$986	\$987	\$6,476	\$6,471	\$2,410
2027	\$4,446,010	\$18,629	\$62,244	\$4,446	\$1,074	\$1,074	\$7,050	\$7,044	\$2,623
2028	\$4,818,437	\$20,189	\$67,458	\$4,818	\$1,164	\$1,164	\$7,640	\$7,634	\$2,843
2029	\$5,202,037	\$21,797	\$72,829	\$5,202	\$1,256	\$1,257	\$8,248	\$8,242	\$3,069
2030	\$5,597,145	\$23,452	\$78,360	\$5,597	\$1,352	\$1,352	\$8,875	\$8,868	\$3,302
2031	\$6,004,106	\$25,157	\$84,057	\$6,004	\$1,450	\$1,451	\$9,520	\$9,513	\$3,542
2032	\$6,423,276	\$26,914	\$89,926	\$6,423	\$1,551	\$1,552	\$10,185	\$10,177	\$3,790
2033	\$6,855,021	\$28,723	\$95,970	\$6,855	\$1,655	\$1,656	\$10,869	\$10,861	\$4,044
2034	\$7,299,718	\$30,586	\$102,196	\$7,300	\$1,763	\$1,764	\$11,574	\$11,566	\$4,307
		\$284,015	\$948,975	\$67,784	\$16,370	\$16,377	\$107,478	\$107,397	\$39,993

**MAXIMUM AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED**

The Corridor Improvement Authority may explore the possibility of bonding against future revenues to supply the funds

required to accomplish larger public improvement projects. The extent of the indebtedness and the timing of the debt retirement will be determined by the extent of the tax increment revenues. The maximum indebtedness, as stated in PA 197 of 1975, cannot exceed the ability to service the debt from tax increments. Only 80% of projected revenues are available as

debt service funds. The CIA was just established, so no bond debt has been accrued to date. Future plan updates will consider potential debt as it plans for continued investment in the district.

# STATUTORY REQUIREMENTS



### LEGAL BASIS OF THE PLAN

The Development Plan and Tax Increment Financing Plan are prepared pursuant to the requirements of Sections 18 and 21 of the Corridor Improvement Authority Act (Act 280 of 2005), as amended. More specifically, Section 21 of the Act states that "if a board decides to finance a project in a development area by the use of revenue bonds as authorized in section 16 or tax increment financing as authorized in sections 18, 19, and 20, it shall prepare a development plan.

### ELIGIBILITY CRITERIA FOR ESTABLISHING A CIA

This CIA meets all of the eligibility criteria established by Section 5 of the Act, as shown in Table 4:

<b>TABLE 4 ELIGIBILITY CRITERIA FROM P.A. 280 OF 2005, AS AMENDED</b>
<i>The District is adjacent to a road classified as an arterial or collector according to the federal highway administration.</i> ✓ Grand River Avenue is considered a Principal Arterial Road according to the FHWA.
<i>The District contains at least 10 contiguous parcels or at least 5 contiguous acres.</i> ✓ The district is approximately 100 acres in size.
<i>More than 50% of existing ground floor area in the District is classified as commercial real property.</i> ✓ The district contains approximately 100 acres of land, with at least 53% of land containing a variety of commercial land uses.
<i>Residential, commercial or industrial use has been allowed and conducted for the past 30 years.</i> ✓ Historic land uses are much the same as those that exist today. The main purpose of this plan is to promote redevelopment and marketing of the corridor given its long development history and need to modernize. A review of the uses in the District indicates that the above uses have been allowed for more than 30 years.
<i>The District is presently served by municipal water or sewer.</i> ✓ The entire district is served by municipal water and sewer utility service.
<i>Property in the District is zoned to allow for mixed use that includes high-density residential use.</i> ✓ The Farmington zoning ordinance contains a planned unit development provision (Article 10), that promotes many of the development principles as outlined in the Plan. However, as part of the Grand River Corridor Vision Plan, an overlay zoning district was recommended and is likely to be adopted to further fulfill this requirement.
<i>The City of Farmington CIA has agreed to expedite the local permitting and inspection process in the development area and modify its master plan to provide for walkable non-motorized interconnections, including sidewalks and streetscapes throughout the development area.</i> ✓ The City of Farmington agrees to these terms. In fact, the City is already exploring ways to expedite the review process, and has non-motorized elements already planned in the Master Plan. The City is scheduled to update the Master Plan in 2014, at which time the specific details and recommendations of the Grand River Corridor Vision Plan will be incorporated.

## STATUTORY DEVELOPMENT PLAN REQUIREMENTS

The Act also requires the development plan contain a variety of information. This plan includes all of the required information, as shown in Table 5, which provides an explanation or cross-reference to show how each of the criteria have been met.

TABLE 5 STATUTORY DEVELOPMENT PLAN REQUIREMENTS	
<b>Designation of development area boundaries.</b>	<u>DESIGNATION OF BOUNDARIES</u>
<b>Legal description, location and extent of existing streets, public facilities, land uses, character.</b>	<u>PHYSICAL CORRIDOR CONDITIONS</u>
<b>Description of planned improvements.</b>	No such improvements are planned at this time
<b>Location, extent, character, estimated cost and timeframe of the improvements contemplated.</b>	While no construction projects are planned, a focus area plan was developed for the orchard lake area <u>ORCHARD LAKE ROAD FOCUS AREA</u>
<b>Planned phases for construction and estimated time of completion of each.</b>	Since there is no construction planned, there are no timeframes to provide
<b>Description of planned open space.</b>	There are no planned open spaces within the development area. <u>OPEN SPACE AND UNDEVELOPED AREAS</u>
<b>Description of areas the authority desires to sell, donate, exchange, or lease to or from the municipality.</b>	No land conveyances are currently expected as part of this plan.
<b>Desired changes in zoning, streets, street levels, intersections, traffic flow modifications, or utilities.</b>	<u>ZONING CHANGES</u> <u>TRANSPORTATION STUDY</u>
<b>Estimates of development costs, proposed financing methods, and the authority's financing ability.</b>	<u>PROJECT LIST</u> <u>FARMINGTON'S APPROACH</u>
<b>Designation parties to whom areas are planned to be conveyed in any manner and who will benefit (if available).</b>	No land conveyances are currently expected as part of this plan.
<b>Procedures for conveying in any manner of all or a portion areas that will be conveyed.</b>	No land conveyances are currently expected as part of this plan.
<b>Estimated number of persons residing in the development area and the number of families and individuals to be displaced.</b>	No relocation of families or individuals is expected. Should said displacement be planned during implementation of the plan, appropriate information will be gathered.
<b>Plan for establishing priority for expected displaced persons.</b>	No relocation of families or individuals is expected.
<b>Provision for the costs of relocating expected displaced persons.</b>	No relocation of families or individuals is expected.
<b>A plan for compliance with 1972 PA 227, MCL 213.321 to 213.332.</b>	No relocation of families or individuals is expected.
<b>Requirement that amendments to an approved development plan or tax increment plan must be submitted to the governing body for approval or rejection.</b>	Any amendments to the plan will be approved by the Farmington City Council per the Corridor Improvement Act.
<b>A schedule to periodically evaluate the effectiveness of the development plan.</b>	The Farmington CIA Board plans to review the Development Plan on an annual basis to develop specific work plans for each fiscal year.





# APPENDIX A: DEVELOPMENT AREA BOUNDARY

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Downtown Development District and Downtown Development Area Boundary:

[INSERT LEGAL DESCRIPTION HERE]

# APPENDIX B: BASE PARCEL DATA

The following pages include the base information for all real property parcels located in the CIA Development Area. Information reported for the 2013 Fiscal Year are based upon the assessments recorded on December 31, 2012 as modified by the Board of Review and are

subject to any judgments issued by the State Tax Tribunal. The final 2014 TEV, as adjusted by these bodies, is adopted by reference and is considered to be the Initial Assessed Valuation and may be revised without amendment of these plans.

Properties outlined are those Real Properties whose value was reduced by decision of the 2013 Michigan Tax Tribunal, or those whose value was reduced via Consent Judgment

**TABLE 6  
BASE DATA FOR ALL PARCELS IN THE CIA DISTRICT**

Parcel	Owner	Property Address	Base Value
20-23-26-351-001	ASGHAR, NASRIN	22882 ORCHARD LAKE RD	106,460
20-23-26-351-002	REED, DAVID	22856 ORCHARD LAKE RD	83,580
20-23-26-351-005	YONO PROPERTY INVESTMENTS, LLC	22804 ORCHARD LAKE RD	152,480
20-23-26-351-006	LULGJURAJ, MARKO	22784 ORCHARD LAKE RD	51,880
20-23-26-351-007	LULGJURAJ, MARKO	22772 ORCHARD LAKE RD	33,810
20-23-26-351-008	BEALE, PAUL W	22770 ORCHARD LAKE RD	32,680
20-23-26-351-009	LEROUX, MARY A	22748 ORCHARD LAKE RD	52,850
20-23-26-351-024	HERITAGE 2000 LLC	22840 ORCHARD LAKE RD	130,470
20-23-26-351-025	MCKEE, L.L.C.	22730 ORCHARD LAKE RD	151,220
20-23-26-355-001	GRIPPO, DANIEL	22512 ORCHARD LAKE RD	97,080
20-23-26-355-002	22500 HOLDINGS LLC	22500 ORCHARD LAKE RD	148,780
20-23-26-355-005	MCPHAIL, DANIEL	22424 ORCHARD LAKE RD	67,770
20-23-26-355-020	KAJY AND ASSOCIATES, INC.	31200 GRAND RIVER AVE	34,030
20-23-26-355-022	THE KUGHN REAL PROPERTIES CO	22456 ORCHARD LAKE RD	254,910
20-23-26-355-023	MCPHAIL, DANIEL	22434 VIOLET ST	10,470
20-23-26-355-025	FLAGSTAR BANK FSB	31230 GRAND RIVER AVE	308,410
20-23-26-356-002	DELTA INVESTMENT COMPANY	31235 GRAND RIVER AVE	72,490
20-23-26-356-003	DELTA INVESTMENT COMPANY	31233 GRAND RIVER AVE	102,660
20-23-26-357-010	CITY OF FARMINGTON	22402 VIOLET ST	-
20-23-26-357-023	EMMITT, DANIEL L	31036 GRAND RIVER AVE	43,330
20-23-26-357-029	LILAC PROPERTIES, L.L.C.	31030 GRAND RIVER AVE	50,440
20-23-26-358-013	SMS PROPERTY DEVELOPMENT, LLC	22400 LILAC ST	16,310

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20-23-27-326-004	HBW PROPERTIES, LLC	32686 GRAND RIVER AVE	131,500
20-23-27-326-005	MEYERS, JOSEPHINE	32620 GRAND RIVER AVE	65,170
20-23-27-326-006	EDMONDS, ANNE H	32604 GRAND RIVER AVE	87,370
20-23-27-326-009	CORNWELL, DAVID	23107 POWER RD	5,070
20-23-27-326-010	SHELT, WILLIAM R	32500 GRAND RIVER AVE STE 203	79,200
20-23-27-326-013	TAGHAVI, NASSER	32434 GRAND RIVER AVE	103,060
20-23-27-326-014	CAMPBELL, BRUCE	23105 POWER RD	36,610
20-23-27-326-015	GRAND RIVER RENTAL AND DEV, LLC	32410 GRAND RIVER AVE	136,650
20-23-27-326-017	HADDAD, C G	32580 GRAND RIVER AVE	130,070
20-23-27-326-018	FARMINGTON PARKVIEW APARTMENTS LLC	32450 GRAND RIVER AVE	112,780
20-23-27-326-019	32440 GRAND RIVER LLC	32440 GRAND RIVER AVE	62,060
20-23-27-329-020	FOSTER, DUANE E	32617 GRAND RIVER AVE	161,860
20-23-27-329-046	LAWLEY HOLDINGS, LLC	32663 GRAND RIVER AVE	192,060
20-23-27-329-047	OAKLAND ONE, LLC	32715 GRAND RIVER AVE	23,780
20-23-27-330-001	FOXWORTHY, G BRUCE	32595 GRAND RIVER AVE	104,240
20-23-27-330-002	LAPHAM JR, HARRY L	32523 GRAND RIVER AVE	112,200
20-23-27-330-058	YONO ENTERPRISES, LLC	32411 GRAND RIVER AVE	213,030
20-23-27-330-059	DOMPIERRE LAND COMPANY, LLC	32423 GRAND RIVER AVE	102,070
20-23-27-330-062	RAMSAY, KIRK J	32435 GRAND RIVER AVE	217,320
20-23-27-330-063	KOSUTIC, ROBERT S	32425 GRAND RIVER AVE	84,390
20-23-27-403-030	BOWMAN, JOHN V	22801 LAKE WAY ST	75,760
20-23-27-403-040	CITY OF FARMINGTON	31801 GRAND RIVER AVE	-
20-23-27-403-046	WILKIE, MARIE E	32000 GRAND RIVER AVE APT 1	17,390
20-23-27-403-135	F.S.G.Y., L.L.C.	31822 GRAND RIVER AVE	137,620
20-23-27-403-136	PARAMOUNT HOME CARE, INC.	31806 GRAND RIVER AVE	82,630
20-23-27-403-137	SHLAFER, ROMAN	31930 GRAND RIVER AVE	167,200
20-23-27-403-138	ZANETTI, JEFFREY L	31904 GRAND RIVER AVE	262,450
20-23-27-404-002	J & B PROPERTY MANAGEMENT, LLC	32340 GRAND RIVER AVE	328,000
20-23-27-404-006	SAMRA, GEORGE D	32300 GRAND RIVER AVE	57,060
20-23-27-404-007	GLUCK, MICHAEL	32330 GRAND RIVER AVE	78,750
20-23-27-404-012	LEONOR, LOUIS E	23020 POWER RD	195,580
20-23-27-404-013	LEEKO DEVELOPMENT LLC	23010 POWER RD	13,930
20-23-27-404-014	LEONOR, LOUIS E	32326 GRAND RIVER AVE	74,240
20-23-27-404-015	JSA PROPERTIES, L.L.C.	32316 GRAND RIVER AVE	260,160
20-23-27-427-022	CITY OF FARMINGTON	31731 GRAND RIVER AVE	-
20-23-27-427-025	SOUL INVESTMENTS LLC	31632 GRAND RIVER AVE	52,760

Attachment: Grand River CIA - TIF Plan Executive Summary9-30-14(1) (1700 : Public Hearing -

20-23-27-427-026	SAM CASSAR & CO	31625 SHIAWASSEE RD	917,530
20-23-27-427-032	KING, PAUL	31690 GRAND RIVER AVE	81,080
20-23-27-427-034	RESTORATION CHRISTIAN FELLOWSHIP	31590 GRAND RIVER AVE	-
20-23-27-427-035	FARMINGTON PLAZA LLC	31530 GRAND RIVER AVE	1,133,080
20-23-27-427-036	SUBURBAN FAMILY CREDIT UNION	31716 GRAND RIVER AVE	307,200
20-23-27-428-004	FOWLER ENTERPRISES, INC.	22883 ORCHARD LAKE RD	96,800
20-23-27-428-006	LOISELLE, MICHAEL	22855 ORCHARD LAKE RD	86,410
20-23-27-428-007	ODEH, AHMAD KAYED	22849 ORCHARD LAKE RD	102,990
20-23-27-428-008	BARNES REAL ESTATE HOLDING CO., LLC	22843 ORCHARD LAKE RD	216,840
20-23-27-428-009	CARRON HOLDINGS LLC	22820 MOONEY ST	150,400
20-23-27-428-010	SHEIKH, KAMRAN	22821 ORCHARD LAKE RD	133,920
20-23-27-428-013	MEINKE, CHRISTINE	22906 MOONEY ST	112,730
20-23-27-428-014	TRI-F ASSOCIATES	23030 MOONEY ST	184,030
20-23-27-428-016	ZIEGLER-MICHIGAN 5 LLC	23133 ORCHARD LAKE RD STE 206	563,200
20-23-27-428-020	GB INVESTMENTS LLC	23017 ORCHARD LAKE RD STE 1	36,010
20-23-27-428-033	HIND PROPERTIES, LLC	31506 GRAND RIVER AVE	706,680
20-23-27-428-035	U-WASH DEVELOPMENT CO., LLC	31500 GRAND RIVER AVE	218,890
20-23-27-428-036	ORCHARD LAKE ROAD L L C	22725 ORCHARD LAKE RD	309,860
20-23-27-428-037	NIMROD CORP	22757 ORCHARD LAKE RD	272,970
20-23-27-451-005	DOR SITE L.L.C.	32305 GRAND RIVER AVE	141,400
20-23-27-451-006	CITY OF FARMINGTON	32301 GRAND RIVER AVE	-
20-23-27-451-036	DOR SITE LLC	22823 BROOKDALE ST	21,370
20-23-27-451-065	HAJAL, JANET	32323 GRAND RIVER AVE	42,190
20-23-27-451-066	AMERITECH (Assessed with other Parcels)	32335 GRAND RIVER AVE	-
20-23-27-451-067	P.R.I., L.L.C.	32315 GRAND RIVER AVE	224,660
20-23-27-452-001	CITY OF FARMINGTON	32081 GRAND RIVER AVE	-
20-23-27-452-002	YO, UN DAE	32065 GRAND RIVER AVE	117,790
20-23-27-452-030	LEO SOAVE BUILDING, INC	32057 GRAND RIVER AVE	3,540
20-23-27-452-031	CITY OF FARMINGTON	32035 GRAND RIVER AVE	-
20-23-27-452-032	CITY OF FARMINGTON	32023 GRAND RIVER AVE	-
20-23-27-452-033	LOVERNICH, RANDY JAMES	32011 GRAND RIVER AVE	680
20-23-27-453-001	RYAN, DANIEL	31831 GRAND RIVER AVE APT 1	8,110
20-23-27-476-007	GROVES-WALKER POST 346 (Exempt-American Legion)	31775 GRAND RIVER AVE	-
20-23-27-476-008	VESTA RAE PERAKES TRUST	31691 GRAND RIVER AVE	205,190
20-23-27-476-009	STANTON, JACOB	22409 SHERWOOD AVE	21,720

Attachment: Grand River CIA - TIF Plan Executive Summary9-30-14(1) (1700 : Public Hearing -



20-23-27-476-010	EMIRI, DHURATA	22405 SHERWOOD AVE	38,560
20-23-27-478-001	MUIR, JOHN	31370 SHAW AVE	53,500
20-23-27-478-002	PETTY, ELIZABETH A	31360 SHAW AVE	55,810
20-23-27-478-003	GOSS, GARY M	31622 SHAW AVE	51,070
20-23-27-478-004	ULMAN, RONALD J	31610 SHAW AVE	61,270
20-23-27-478-005	GORDAM, LLC	31625 GRAND RIVER AVE	596,700
20-23-27-478-006	JOHN STIRLING WHITE LLC	31505 GRAND RIVER AVE	234,680
20-23-35-102-004	30924 COMMUNITY PROPERTY, LLC	30948 GRAND RIVER AVE	15,680
20-23-35-102-005	30924 COMMUNITY PROPERTY, LLC	30942 GRAND RIVER AVE	25,680
20-23-35-102-013	SMS PROPERTY DEVELOPMENT, LLC	30966 GRAND RIVER AVE	100,590
20-23-35-102-015	30924 COMMUNITY PROPERTY, LLC	30924 GRAND RIVER AVE	61,180
20-23-35-103-001	TARQUINIO, MARY BETH	30875 W 9 MILE RD	63,340
20-23-35-103-002	GARRITY, GEORGE A	30815 W 9 MILE RD	41,610
20-23-35-103-003	TURNER, AMBER R	22129 HAWTHORNE ST	35,670
20-23-35-103-004	HAWTHORNE HOMES, LLC	22109 HAWTHORNE ST	29,630
20-23-35-103-012	MAHER, CHARLES J	30752 GRAND RIVER AVE	52,640
20-23-35-103-015	FOEN, LOMIN	30746 GRAND RIVER AVE	38,520
20-23-35-103-018	FARMINGTON RETAIL MANAGEMENT, LLC	30790 GRAND RIVER AVE	71,060
20-23-35-103-019	MAHER, CHARLES J	30748 GRAND RIVER AVE	20,490
20-23-35-103-021	PAUL NICHOLAS HOLDINGS LLC	30760 GRAND RIVER AVE	112,500
20-23-35-126-001	KHAYKIN, IGOR	22146 HAWTHORNE ST	30,890
20-23-35-126-002	WEST, DAWN	22120 HAWTHORNE ST	44,420
20-23-35-126-003	HOOD, MARTHA WALLACE	22116 HAWTHORNE ST	36,060
20-23-35-126-004	SPENCE, CHARLES	22100 HAWTHORNE ST	43,100
20-23-35-126-010	FARMINGTON A & W	30732 GRAND RIVER AVE	55,520
20-99-00-000-028	SOLEIL FURNITURE	32315 GRAND RIVER AVE	-
20-99-00-000-030	ANCHOR CHIROPRACTIC	32595 GRAND RIVER AVE	16,710
20-99-00-001-058	\$3 SOFT CLOTH CAR WASH	31500 GRAND RIVER AVE	13,680
20-99-00-001-092	SCOTT,JEFFERY A	32316 GRAND RIVER AVE STE 200	8,630
20-99-00-002-020	HARRISON, STEVEN AGENCY	32620 GRAND RIVER AVE	2,380
20-99-00-002-051	COMMUNITY LIVING CENTER	31505 GRAND RIVER AVE # 11	-
20-99-00-002-062	SALON NIA	31616 GRAND RIVER AVE	4,460
20-99-00-002-099	BELLE TIRE DISTRIBUTORS INC	22843 ORCHARD LAKE RD	70,150
20-99-00-002-126	BP	32410 GRAND RIVER AVE	25,090
20-99-00-002-310	LEONOR,LOUIS E DDS	23020 POWER RD	91,140
20-99-00-003-014	GRAND CELEBRATIONS	32305 GRAND RIVER AVE	14,780

Attachment: Grand River CIA - TIF Plan Executive Summary9-30-14(1) (1700 : Public Hearing -

20-99-00-003-030	KAMRAN F SHEIKH MD PC	22821 ORCHARD LAKE RD	28,880
20-99-00-003-031	AKT PEERLESS ENVIRONMENTAL	22725 ORCHARD LAKE RD	55,220
20-99-00-003-053	SMITH,DENNIS CLU CHEF	31505 GRAND RIVER AVE STE 214	-
20-99-00-003-200	KUGHN ENTERPRISES	22482 ORCHARD LAKE RD	40,620
20-99-00-004-000	DREAM TEAMS	32580 GRAND RIVER AVE STE 12	880
20-99-00-004-002	MICHIGAN HOME HEALTH	23030 MOONEY ST STE A	2,970
20-99-00-004-004	ANTONIO'S LIQUOR	22804 ORCHARD LAKE RD	32,010
20-99-00-004-005	COURTLAND ASSOCIATES INC	22500 ORCHARD LAKE RD	8,960
20-99-00-004-012	DANBOISE MECHANICAL INC	31625 GRAND RIVER AVE	72,000
20-99-00-004-018	TOO CUTE BEADS LLC	31711 GRAND RIVER AVE	3,170
20-99-00-004-020	D&W OIL COMPANY	31235 GRAND RIVER AVE	730
20-99-00-004-061	JOHN MARTIN INC	31505 GRAND RIVER AVE # 9-206	-
20-99-00-004-070	DANS GIANT SUBMARINE	22424 ORCHARD LAKE RD	7,840
20-99-00-004-368	DURACLEAN BY HOSKIN	31505 GRAND RIVER AVE # 4-14	-
20-99-00-005-001	BIG LOTS #1811	31550 GRAND RIVER AVE	28,500
20-99-00-005-003	CHICKEN KING	32663 GRAND RIVER AVE	82,320
20-99-00-005-013	GLANZ FINANCIAL LLC	32440 GRAND RIVER AVE	7,130
20-99-00-005-016	KILS TAEKWONDO	32326 GRAND RIVER AVE	1,780
20-99-00-005-027	WENDYS	22757 ORCHARD LAKE RD	65,950
20-99-00-005-050	EMMITT SERVICES INC	31036 GRAND RIVER AVE	2,960
20-99-00-006-022	THE GETAWAY	31822 GRAND RIVER AVE	5,460
20-99-00-006-026	L A INSURANCE	30776 GRAND RIVER AVE	760
20-99-00-006-031	PRO NAILS	30766 GRAND RIVER AVE	2,720
20-99-00-006-050	FARMINGTON AUTO WASH	22883 ORCHARD LAKE RD	7,780
20-99-00-006-057	TIMS TREE & SHRUB LLC	31505 GRAND RIVER AVE # 9-207	890
20-99-00-006-071	HBW PROPERTIES LLC	32686 GRAND RIVER AVE	15,780
20-99-00-006-080	FARMINGTON BIKE & REPAIR	22856 ORCHARD LAKE RD	970
20-99-00-006-156	ZANETTI, JEFFREY L DDS PC	31904 GRAND RIVER AVE	43,820
20-99-00-006-160	FARMINGTON DERMATOLOGISTS PC	23133 ORCHARD LAKE RD STE 201	14,470
20-99-00-006-260	FARMINGTON PLAZA APTS	31625 SHIAWASSEE RD	-
20-99-00-006-333	FARMINGTON VACUUM	30948 GRAND RIVER AVE	1,020
20-99-00-006-465	FOSTER, DUANE E & ASSOCIATES	32623 GRAND RIVER AVE	1,680
20-99-00-007-182	GRAND TAILOR SHOPPE	31626 GRAND RIVER AVE	1,790
20-99-00-008-016	INTER AGENCY TASK FORCE	31505 GRAND RIVER AVE # 9-221	-
20-99-00-008-017	CJB PEST & MOSQUITO CONTROL	31505 GRAND RIVER AVE # 14-01	-
20-99-00-008-031	HALLER APPRAISAL SERVICE INC	31505 GRAND RIVER AVE # 9-101	4,940

Attachment: Grand River CIA - TIF Plan Executive Summary9-30-14(1) (1700 : Public Hearing -

20-99-00-008-046	WILLIAMS & LIPTON	32316 GRAND RIVER AVE STE 101	27,880
20-99-00-009-023	RAINBOW REHABILITATION	32619 GRAND RIVER AVE	5,070
20-99-00-009-031	EZ WINTERIZING	31505 GRAND RIVER AVE # 1A	1,580
20-99-00-009-035	NORTH AMERICAN SUPER CAR LLC	31505 GRAND RIVER AVE # 9E	-
20-99-00-009-038	SIEGERT, SCOTT	31505 GRAND RIVER AVE # 9-216	-
20-99-00-009-045	CHARLES CROMER	31505 GRAND RIVER AVE # 4	-
20-99-00-010-011	TALK-A-LOT WIRELESS	31624 GRAND RIVER AVE	2,630
20-99-00-010-012	LIBERTY TAX SERVICE	31628 GRAND RIVER AVE	2,160
20-99-00-010-013	KATHYS CLOSET RESALE SHOP	31632 GRAND RIVER AVE	-
20-99-00-010-014	PARAMOUNT HOME CARE INC	31806 GRAND RIVER AVE	1,660
20-99-00-010-029	ACAFES HAIR STUDIO	23030 MOONEY ST STE B	2,630
20-99-00-010-038	FIFTH POSITION DANCE CENTER	31830 GRAND RIVER AVE	2,420
20-99-00-010-041	ANCA NASTASA DDS	23030 MOONEY ST STE C	28,770
20-99-00-010-100	KANTOLA, CHARLES INSURANCE	32500 GRAND RIVER AVE	1,820
20-99-00-010-120	JUST JEWELERS	23105 POWER RD	3,540
20-99-00-011-004	BIO BALANCE THERAPY	23030 MOONEY ST STE C	520
20-99-00-011-007	DING MASTERS	22849 ORCHARD LAKE RD	4,040
20-99-00-011-011	SHAR RENTALS & SALES	22748 ORCHARD LAKE RD	2,630
20-99-00-011-013	MOMMIES MUST HAVES	22882 ORCHARD LAKE RD	930
20-99-00-011-014	WE BUY IT & SELL IT ALL	30930 GRAND RIVER AVE	1,310
20-99-00-011-100	KINGS GARAGE	31690 GRAND RIVER AVE	17,190
20-99-00-011-145	VALERO	31233 GRAND RIVER AVE	20,190
20-99-00-012-006	RITE CARE PHARMACY	23133 ORCHARD LAKE RD STE 102	3,580
20-99-00-012-007	MARATHON	32340 GRAND RIVER AVE	31,760
20-99-00-012-035	LAPHAM & DOYLE ATTORNEYS	32523 GRAND RIVER AVE	10,750
20-99-00-013-001	PAM'S BEAD GARDEN	22836 ORCHARD LAKE RD	2,500
20-99-00-013-003	SCHOOL OF ROCK	22730 ORCHARD LAKE RD	5,000
20-99-00-013-006	KITTY Q EXPRESSIVE ART STUDIO	32580 GRAND RIVER AVE STE 10	-
20-99-00-013-007	KNIGHTS OF COLUMBUS	32580 GRAND RIVER AVE STE 15	-
20-99-00-013-012	COMIC-CARDS GAME CENTER	31620 GRAND RIVER AVE	2,500
20-99-00-013-026	DETROIT DEADSTOCK	31826 GRAND RIVER AVE	5,000
20-99-00-013-027	GREAT LAKES VAPOR	31505 GRAND RIVER AVE # 5	25,000
20-99-00-013-360	MORRELL ELECTRONICS SERVICE	22770 ORCHARD LAKE RD	590
20-99-00-016-040	PARKVIEW APARTMENTS	32450 GRAND RIVER AVE	-
20-99-00-016-070	BOTSFORD PEDIATRIC ASSOC	23133 ORCHARD LAKE RD STE 100	-
20-99-00-016-200	PLAZA VETERINARY HOSPITAL P C	22820 MOONEY ST	73,830

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20-99-00-018-030	RADIO SHACK #6765	32436 GRAND RIVER AVE	5,930
20-99-00-018-035	RAMS HORN OF FARMINGTON	32435 GRAND RIVER AVE	41,860
20-99-00-018-170	RUSTIC PUB	31030 GRAND RIVER AVE	9,460
20-99-00-019-023	SHLAFER, ROMAN DDS	31930 GRAND RIVER AVE	50,860
20-99-00-019-055	SAMRA, GEORGE	32300 GRAND RIVER AVE	2,460
20-99-00-019-235	SILVER DAIRY	32323 GRAND RIVER AVE	7,530
20-99-00-020-030	TAYLER PRESCRIPTIONS	32316 GRAND RIVER AVE STE 100	5,470
20-99-00-870-001	AJ DOMPIERRE CONSTRUCTION	32423 GRAND RIVER AVE	23,250
20-99-00-870-002	ALLSTATE INSURANCE COMPANY	32620 GRAND RIVER AVE	570
20-99-00-870-076	FRAMERY ONE INC	31596 GRAND RIVER AVE	7,510
20-99-00-880-030	ACO HARDWARE #147	31580 GRAND RIVER AVE	23,750
20-99-00-890-010	SILVERWOOD APPRAISAL &	22500 ORCHARD LAKE RD	1,930
20-99-00-890-063	VALVOLINE INSTANT OIL CHANGE	32686 GRAND RIVER AVE	1,740
20-99-00-890-070	FARMINGTON A & W	30732 GRAND RIVER AVE	14,530
20-99-00-910-076	FARMINGTON PROFESSIONAL	32411 GRAND RIVER AVE	1,930
20-99-00-920-053	NEUMANN INSURANCE AGENCY	32580 GRAND RIVER AVE STE 2	2,980
20-99-00-920-073	AIRE EXCHANGE	32500 GRAND RIVER AVE STE 100	2,110
20-99-00-930-001	TOP DRIVER ACQUISITION LLC	31834 GRAND RIVER AVE	890
20-99-00-930-003	AMERICAN POSTAL WORKERS	31505 GRAND RIVER AVE # 4-07	-
20-99-00-930-014	EGOCENTRIX SALON	22834 MOONEY ST	10,520
20-99-00-930-019	MOYS CAFE AND RESTAURANT	30746 GRAND RIVER AVE	4,500
20-99-00-940-001	ARDMORE SHOE REPAIR	30924 GRAND RIVER AVE	960
20-99-00-940-073	JET'S PIZZA	30790 GRAND RIVER AVE	16,440
20-99-00-950-047	FIVE STAR DOOR	31505 GRAND RIVER AVE # 14-02	3,940
20-99-00-950-064	HALABU, SHAWQUI E. M D	23133 ORCHARD LAKE RD STE 101	3,420
20-99-00-960-049	EASTMAN KOSUTIC & HERSHEY ASSOC INC	32425 GRAND RIVER AVE	2,510
20-99-00-980-011	TREE HOUSE FOR EARTH'S CHILDREN	22906 MOONEY ST	9,020
20-99-00-990-005	T-MOBILE CENTRAL L L C	31515 GRAND RIVER AVE	31,500
20-99-00-990-008	ZAP ZONE	31506 GRAND RIVER AVE	198,570
20-99-00-990-009	JAMS LLC	32620 GRAND RIVER AVE	510
20-99-00-990-031	YONO BROKERAGE SERVICES	32411 GRAND RIVER AVE	-
20-99-00-990-032	DELUX CLEANERS	32065 GRAND RIVER AVE	17,730
20-99-00-990-033	DONER, WB & CO	31505 GRAND RIVER AVE # 12	-
20-99-00-990-051	MULLER ATTY, PAUL	31505 GRAND RIVER AVE # 9-209	-
20-99-90-920-009	AMERICAN LEGION POST 346	31775 GRAND RIVER AVE	-

**Real & Personal Property Base Value Total: 15,936,450**

Attachment: Grand River CIA - TIF Plan Executive Summary9-30-14(1) (1700 : Public Hearing -



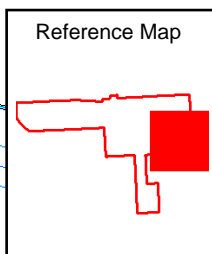
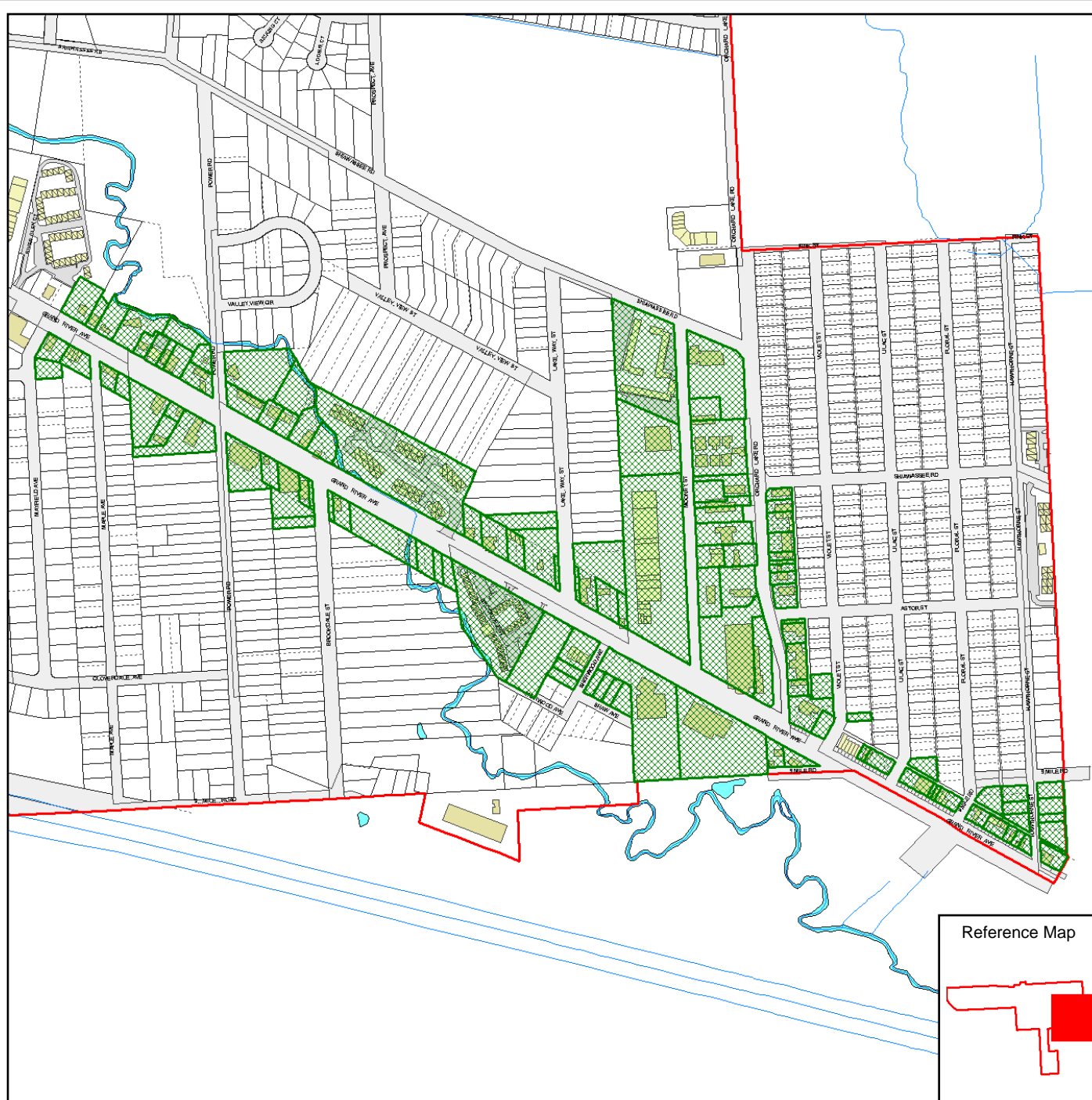




# City of Farmington CivicSight Map

## MAP LEGEND:

- CITY BOUNDARY
- RIVERS-STREAMS
- MULTITENANTBUILDING (Ttype)
  - BUILT
  - PROPOSED
  - COMM\_INDUST BLDGS
- MULTITENANTPAVING
- RAPHAEL STREET(POLY)2
- RAPHAEL STREET(POLY)
- PARCELS
- ROADS OUTSIDE FARMINGTON
- RIGHTOFWAY
- ROW EXTEND
- LOT HISTORY
- OPEN WATER (FEATURETYP)
  - DetentionPond
  - StreamRiver
  - LakePond
  - Channel
  - SwampMarsh



Map Scale: 1 inch = 750 feet  
 Map Date: 1/11/2013  
 Data Date: December 14, 2012



Sources: City of Farmington, Oakland County GIS  
 Utility, River's Edge GIS, LLC.

Disclaimer:  
 Note: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information. Once again, USE AT YOUR OWN RISK !!!

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
October 20, 2014

**Reference  
Number  
(ID # 1701)**
**Submitted by:** Vincent Pastue, City Manager

**Description:** Presentation - Greater Farmington Area Chamber of Commerce, Holly Days

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

The Greater Farmington Area Chamber of Commerce has agreed to manage the Holly Days promotion along with the Christmas Tree lighting ceremony at the Governor Warner Mansion. Janet Bloom from the Chamber will be present at the meeting to discuss plans for the upcoming event. She will discuss a desire to have a Christmas parade and should have more details at the meeting.

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

Vincent Pastue	Pending
City Manager	Pending
City Council Pending	10/20/2014 7:00 PM

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
October 20, 2014

**Reference  
Number  
(ID # 1703)**
**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Approve Detroit Water and Sewer Department (DWSD) Master Sewer Contract

**Requested Action:**

Move to approve Master Sewer Contract with Detroit Water and Sewer (DWSD) as presented.

**Background:**

Over the last year, City Administration and the City Attorney's office have met with representatives of Detroit Water and Sewer Department (DWSD) regarding a new master sewer contract. The initial contract with the City of Farmington was signed in the 1950's with a few subsequent amendments. DWSD has been meeting with all of its suburban tier-one customers to negotiate a uniform contract which is attached.

The heart of the agreement is contained in the first twelve pages. The agreement is for 30 years with the option for another ten year renewal. Much of the document deals with the recently restructured sewer rate process that took effect July 1, 2014 which City Administration supports because it eliminated year-to-year volatility in the sewer treatment expenses. Other aspects of the contract deal with general system operations, dispute resolution process, assignment of the contract, and notification.

The bulk of our negotiations dealt with Farmington's connection to the DWSD system at Eight Mile Road and Berg Road which is depicted with Exhibit A. We are satisfied with the system identified in this exhibit. However, it is likely that we may present a contract amendment within a few months whereby DWSD will assume responsibility for the sewer interceptor at a point approximately 800' northwest of the current connection. This is good for Farmington because it means less sewer main to be maintained and less liable in the future. The amendment would only impact Exhibit A dealing with the connection point.

At the September 15 study session, the City Council discussed the proposed agreement and the recently formed Great Lakes Water Authority. The original intent was to have this contract on the September 15 regular agenda for approval. However, in light of the recently formed Great Lakes Regional Water Authority and little information regarding its structure, I recommended that we delay approval of the sewer contract until we better understand the structure of the new authority. Since then, considerable information has been provided which is attached. City Administration is comfortable approving the Master Sewer Contract with DWSD as presented.

**Agenda Review**
**Review:**
**Vincent Pastue      Pending**
**City Manager        Pending**
**City Council Pending      10/20/2014 7:00 PM**



**WASTEWATER DISPOSAL SERVICES CONTRACT  
BETWEEN  
CITY OF DETROIT  
AND  
CITY OF FARMINGTON**

This Wastewater Disposal Services Contract is made by and between the City of Detroit, a municipal corporation ("City"), by and through its Water and Sewerage Department ("DWSD") and its Board of Water Commissioners ("Board"), and the City of Farmington, a municipal corporation ("Customer"). DWSD and Customer may be referred to individually as a "Party" or collectively as the "Parties."

**Recitals**

Whereas, the City owns a System which is operated by DWSD; and

Whereas, DWSD through its Board has contracted to supply Services to numerous governmental entities in southeastern Michigan; and

Whereas, Customer desires to obtain Services from DWSD; and

Whereas, DWSD implemented a voluntary partnering effort with its First Tier Customers, of which the Steering Committee is a central part, which assists DWSD in data gathering, alternative evaluations and recommendations; and

Whereas, the various work groups are key components of the Steering Committee; and

Whereas, by virtue of the order issued on November 4, 2011, and other orders entered in *United States Environmental Protection Agency v City of Detroit*, Civil Action No. 77-71100, DWSD has the authority to enter into wholesale service contracts on its own behalf with the approval of its Board; and now

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

**Article I.  
Definitions**

1.01 The following words and expressions, or pronouns used in their stead, shall be construed as follows:

"CFS" shall mean cubic feet per second.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed by the duly authorized representatives of the Parties, and approved by Customer and the Board.

"Customer Overflow Volume" shall mean that volume of wastewater generated in Customer's Service Area during a wet weather event that exceeds the capacity of Customer's system and is discharged before entering DWSD's System.



"**Exhibit A**", entitled *Customer's Service Area*, shall be a depiction of Customer's Service Area from which wastewater may be delivered to the System. It shall depict the corporate limits of Customer, the agreed upon Service Area, the Maximum Allowable Flow Limit, the specific location of the Meter(s) and any Meter vault(s), and the Point(s) of Connection. It shall also identify the Meter(s) name and the location of DWSD data acquisition equipment.

"**Exhibit B**", entitled *DWSD Design Standards Committee*, shall be a description of the purpose, responsibilities, and membership of the DWSD Design Standards Committee.

"**Exhibit C**" is deleted and reserved. Previously, the function of this Exhibit was to describe the terms of the Industrial Waste Control Program that has been adopted by the Board and the Customer, which terms are now described and incorporated into Exhibit E.

"**Exhibit D**", entitled *Dispute Resolution Procedures*, shall be a description of the alternative dispute resolution procedure established by Section 9.01.

"**Exhibit E**", entitled *Modified List of Relevant Ratemaking Terms*, shall contain the modified list of relevant ratemaking terms as mandated by the order dated August 31, 2011 in the matter of *United States Environmental Protection Agency v City of Detroit*, Civil Action No. 77-71100.

"**First Tier Customer(s)**" shall mean those municipal customers contracting directly with DWSD for Services.

"**Flow**" shall mean wastewater delivered by Customer from Customer's Service Area to the System. It shall include sanitary flow, dry weather infiltration and inflow, and a wet weather flow component. It shall also include wastewater from industrial and/or commercial facilities in compliance with the City of Detroit's Wastewater Discharge Control Ordinance, Chapter 56, Article I and Article III of the Detroit City Code, Section 56-3-56.1 *et seq.*, as amended.

"**GDRSS**" shall mean the Greater Detroit Regional Sewer System.

"**Maximum Allowable Flow Limit**" shall mean the maximum allowable Flow that Customer may deliver to the System. This limit shall be expressed in units of CFS and shall be determined by calculating an average of meter readings over a rolling sixty-minute time frame.

"**Meter(s)**" shall mean a wastewater-billing meter.

"**MGD**" shall mean million gallons per day.

"**Notices**" shall mean all notices, consents, approvals, requests and other communications required to be given under the terms of this Contract.

"**Point(s) of Connection**" shall mean the location(s) where Flow shall be deemed to be delivered from the Customer's wastewater collection system into the System and shall be the location at which the ownership and responsibility for operation and maintenance between the System and the Customer shall be established.

"**Service Area**" shall mean the geographic area of Customer from which flow may be delivered to the System as designated in Exhibit A to this Contract.

"**Services**" shall mean the collection, transportation, and treatment of wastewater by DWSD.

“**Steering Committee**” shall mean the advisory committee consisting of representatives of DWSD, its First Tier Customers, and any work groups and sub-committees established thereby, and shall include its successor or replacement if altered or discontinued. The committee may, in its discretion, agree to add additional members. Customer shall have the right to attend all meetings of the committee and any work groups and sub-committees established thereby.

“**System**” shall mean the wastewater disposal system owned, operated and maintained by the City acting through its DWSD and Board.

“**WWTP**” shall mean the DWSD’s Wastewater Treatment Plant.

**Article 2.  
Delivery of Flow; Maximum Allowable Flow Limit; Enforcement**

- 2.01 Maximum Allowable Flow Limit. Customer’s Maximum Allowable Flow Limit shall be 7.9 CFS.
- 2.02 Delivery of All Flow. DWSD agrees to accept and Customer agrees to deliver all Flow from Customer originating within Customer’s Service Area, excluding any Customer Overflow Volumes, up to Customer’s Maximum Allowable Flow Limit.
- 2.03 Calculation of Charges. Customer shall pay DWSD for Services for Flow delivered into the System at such rates as the Board may establish during its cost allocation and rate design processes, which rates shall be established in accordance with Article 20 of this Contract.
- 2.04 Enforcement of Maximum Allowable Flow Limit. The Parties acknowledge that Customer deviations over the Maximum Allowable Flow Limit may occur. If Customer has multiple incidents of Flow exceeding the Maximum Allowable Flow Limit which evidence a pattern of exceedances, as determined in the sole and reasonable discretion of DWSD, DWSD shall give written notice of such exceedances to Customer. Thereafter, DWSD and Customer shall meet and attempt to develop a plan for reducing or eliminating the exceedances. If, in the opinion of DWSD, the Parties are unable to agree on a plan, DWSD shall have the right to assert any available remedies for breach of contract.
- 2.05 Applicability to Overflow Volumes. Nothing in this Article 2 shall be construed to preclude Customer from constructing or operating wastewater facilities for the purpose of reducing or eliminating Customer Overflow Volumes or improving the operation of Customer’s sewage system, or for any other lawful purpose.
- 2.06 Reopener. The Parties reserve the right to reopen for negotiation at anytime the Maximum Allowable Flow Limit specified in Section 2.01 in the event that the DWSD Wastewater Master Plan or other analysis acceptable to the Parties demonstrates modifications to the then-existing Maximum Allowable Flow Limit may be warranted. If a new Maximum Allowable Flow Limit is mutually agreed upon, the Parties will amend this Contract to reflect the new Maximum Allowable Flow Limit. Until such time, if any, that the Maximum Allowable Flow Limit is modified, the Maximum Allowable Flow Limit specified in Section 2.01 shall continue in full force and effect.



### Article 3.

#### Ownership, Maintenance, and Accuracy of Equipment and Facilities

- 3.01 Ownership and Maintenance Responsibility. DWSD shall own and maintain all Meters, Meter vaults, and data acquisition equipment used for DWSD's billing purposes, unless otherwise provided for in Exhibit A.
- 3.02 Maintenance Standards. DWSD shall maintain its Meters and associated data acquisition equipment in accordance with the GDRSS Phase IV Technical Memoranda 4-8, or subsequent modifications thereto. DWSD shall collect data from its Meters in accordance with the Good Metering Practice specified in the GDRSS Phase IV Technical Memoranda 4-8, or subsequent modifications thereto. DWSD may contract for any such services.
- 3.03 Accuracy. DWSD will ensure the accuracy of its Meters. Customer shall have the right to inspect the Meters and check for proper operation, including inspection of records. DWSD and the Steering Committee shall review the accuracy of the Meters on a regular basis and compare the findings to the then-best available technology. In the event that the accuracy of a Meter is found to be unsatisfactory, as determined by the Steering Committee and approved by DWSD, DWSD shall, as soon as practicable, repair, rehabilitate or replace the Meter.

### Article 4.

#### Service Area; Acceptance of Flow

- 4.01 Service Area. The area for which DWSD agrees to provide Services shall be as shown in Exhibit A. Customer shall not deliver to the System any Flow originating in any area outside of the specified Service Area without the prior written consent of DWSD. A memorandum of understanding between Customer and DWSD may temporarily authorize the delivery of Flow from outside the Service Area. A permanent change in the Service Area shall require amendment of this Contract.
- 4.02 Acceptance of Flow. DWSD will accept Flow from Customer, as limited by the terms of this Contract, at the Points of Connection shown on Exhibit A. DWSD shall have no responsibility for operating and maintaining any portions of the Customer's wastewater collection system upstream of the Points of Connection, unless specifically indicated otherwise on Exhibit A. The City, through its DWSD, owns and is responsible for operating and maintaining all parts of its System downstream from the Points of Connection.
- 4.03 Change in Service Area. The boundaries of the Service Area may be changed only by the express written agreement of DWSD and Customer and shall be embodied in an amendment to this Contract.

### Article 5.

#### Flow Measurement

- 5.01 Information Gathering. DWSD shall, with guidance and input from the Steering Committee, make all reasonable efforts to use the best available information to establish Customer's estimated sanitary flows and non-sanitary flows.

- 5.02 Process. DWSD shall, with guidance and input from the Steering Committee, decide on the type of analyses, and shall carry out analyses of Flow from Customer using Meter information and other relevant data. The results of such analyses shall be utilized by DWSD, in its sole and reasonable discretion but subject to Article 20, in its cost allocation and rate design processes and shall form the basis of billings for Customer.
- 5.03 Responsibility for Review and Use of Information. The Steering Committee shall have the responsibility for reviewing the information it obtains pursuant to this Article 5 for the purpose of verifying that the information is acceptable from a technical basis. DWSD shall have the authority, in its sole and reasonable discretion, for determining how best to utilize the information analyzed by the Steering Committee.

#### **Article 6. Flow Re-Allocation**

- 6.01 Flow Re-Allocation. Should Customer terminate or reduce its Flow into the System, whether at the end of this Contract's term, by mutual agreement, or due to a breach of this Contract by Customer, that portion of its Maximum Allowable Flow Limit so terminated or reduced shall be re-allocated at the discretion of DWSD for the benefit of the System. Flow re-allocation between First Tier Customers may occur only with the prior written approval of DWSD and shall be incorporated as an amendment to this Contract.
- 6.02 Responsibility for Capital Cost Recovery. If Customer reduces or terminates its Flow into the System, whether at the end of this Contract's term, by mutual agreement, or due to a breach of this Contract by Customer, Customer shall remain responsible for any remaining capital costs for facilities built to provide Customer its Maximum Allowable Flow Limit. In such event, Customer shall either (1) pay in full all outstanding capital costs accumulated to the date of its termination of participation in the System, or (2) enter into a contract guaranteeing monthly payments to DWSD of the remaining capital costs, or (3) assign the responsibility for the remaining capital costs to the First Tier Customer to whom Customer has re-allocated its Flow (the "RAF Customer") provided that Customer shall remain ultimately responsible for the remaining capital costs in the event the RAF Customer fails to timely pay said capital costs. As of the effective date of this Contract, the amount of such capital costs allocable to Customer (not including the cost of any future capital improvements) is Zero and 00/100 Dollars (\$0.00).

#### **Article 7. Contract Term; Renewal and Termination**

- 7.01 Term. DWSD shall provide Services to Customer in accordance with the terms and conditions of this Contract for a period of thirty years from the effective date of this Contract and any ten-year renewal terms (collectively the "Contract Term"). The effective date of this Contract shall be the date that this Contract is approved by the Board or Customer's legislative body whichever is later. This Contract replaces and supersedes any prior wastewater disposal services contracts between the Parties.
- 7.02 Renewal. This Contract shall automatically renew at the conclusion of the thirty-year term for an additional ten-year term, unless a Party provides written notification to the other Party in accordance with Article 16 on or before the conclusion of the twenty-fifth year of the thirty-year term stating its intent not to renew this Contract. Thereafter, this Contract shall automatically renew every ten years for an additional ten-year term, unless a Party provides written notification to the other Party in accordance with Article 16 on or before the conclusion of the fifth year of the



then current ten-year term stating its intent not to renew this Contract. The automatic renewals of this Contract shall not preclude a review of its terms and the Parties are encouraged to reaffirm or amend its terms as necessary. The Parties may, in writing, mutually agree upon a longer renewal term.

- 7.03 Continuing Obligation. Customer's obligations under Article 6, if any, shall survive the expiration or termination of this Contract and continue until such obligations are satisfied.

**Article 8.  
Construction Standards**

- 8.01 Customer shall abide by DWSD's design specifications and construction standards. DWSD shall form a Design Standards Committee. The Design Standards Committee shall create a set of design standards and shall make a recommendation to DWSD regarding adoption of the design standards. Customer shall submit plans and specifications for new wastewater collection or transport facilities for review and approval to DWSD prior to the installation of such facilities. DWSD will review the plans and specifications and provide Customer with a determination as to its approval or disapproval of the plans and specifications. If Customer does not agree with the outcome of the DWSD review, Customer may request a review by the Design Standards Committee. The Design Standards Committee will be governed by the guidelines described in Exhibit B.

**Article 9.  
Dispute Resolution**

- 9.01 Any and all claims alleging a breach of this Contract shall be submitted to the alternative dispute resolution process set forth in Exhibit D of this Contract or to such other alternative dispute resolution process as the Parties may agree.

**Article 10.  
Payment for Services**

- 10.01 Bills for Services shall be rendered to Customer on a monthly basis. All such bills shall be due and payable not more than forty-five calendar days from the date shown on the bill. Any portion of the charges not related to a dispute regarding accuracy that is not paid by the due date shall be subject to a finance charge at a rate of 1.5% per month for each month that they remain unpaid. Any portion of the total bill, plus any finance charges applied to the bill which are not paid by the next billing date, shall be shown on the next bill as arrears. If the accuracy of a bill is in dispute, Customer shall promptly notify DWSD in writing and shall place the disputed amount of the bill in an interest bearing escrow account maintained by a bank located in Michigan or a County Treasurer pending resolution of the dispute and the finance charge shall thereupon cease. Accrued interest on the escrow account shall be allocated between the Parties directly proportional with the resolution of the dispute. The cost, if any, of maintaining the escrow account shall be allocated between the Parties inversely proportional with the resolution of the dispute. Disputes related to rates for Services charged by DWSD are specifically excluded from the application of this Article 10. Claims for interest in any other billing dispute shall be resolved by the Director's Council or a court of competent jurisdiction.



**Article 11.  
Emergency Situations**

- 11.01 No failure or delay in performance of this Contract by any Party shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event, including but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind enumerated in this Article 11 or otherwise, not within the control of a Party, except that no cause or contingency shall relieve Customer of its obligation to make payment for Services provided by DWSD.

**Article 12.  
Default Provisions**

- 12.01 In the event a Party commits a material breach of this Contract, the Party alleging the breach shall give written notice of the breach to the other Party within a reasonable time of discovering the breach. The Party in breach shall be given a reasonable time to cure the breach. If the Party in breach fails to cure the breach, the non-breaching Party may declare this Contract in default and pursue all available legal remedies, including termination of this Contract for cause.

**Article 13.  
Assignment**

- 13.01 This Contract shall not be assigned, in whole or in part, by a Party without the prior written consent of the other Party. Consent to an assignment by a Party shall not be unreasonably withheld.

**Article 14.  
Steering Committee**

- 14.01 Establishment. The Steering Committee is formed to facilitate a cooperative working partnership between DWSD and First Tier Customers by facilitating discussion and development of recommendations to DWSD regarding System operation, maintenance, rates, and best practices, and is based on the free flow of information regarding financial and operational functions. The Steering Committee shall maintain bylaws that govern the way it conducts its business. In the event of a conflict between the terms of the bylaws adopted by the Steering Committee and the terms of this Contract, the terms of this Contract shall control.
- 14.02 General Responsibilities. The Steering Committee shall periodically review and evaluate the rates, rate methodology, operation, and maintenance of the System. The Steering Committee shall have the opportunity each year to review the Capital Improvement Program as prepared by DWSD, prior to its adoption by the Board.
- 14.03 Annual Report by DWSD. DWSD will present an annual report to the Steering Committee that shall consist of (1) a general report on System operation and maintenance and (2) a report that lists those contracts for Services, if any, that have been entered into by DWSD and another customer(s) where the terms of the contract(s) invoke the application of Article 21 of this Contract.

- 14.04 Annual Meeting and Report by Steering Committee. The Steering Committee will meet annually with and report to the Board. The Steering Committee may otherwise meet and communicate with the Board as the Steering Committee deems necessary.
- 14.05 Work Groups. The Steering Committee may create work groups and sub-committees to address specific issues facing the System.

**Article 15.  
Amendment**

- 15.01 Written Amendment Permitted. The Parties may from time to time consider it in their best interests to change, modify or extend a term, condition or covenant of this Contract. Any such change, addition, deletion, extension or modification, which is mutually agreed upon by the Parties shall be incorporated in a written amendment to this Contract. Such amendments shall not invalidate this Contract nor relieve or release any Party of any of its respective obligations under this Contract unless so stated in the amendment.
- 15.02 Requirements for Effective Amendment. No amendment to this Contract shall be effective and binding upon the Parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of the Parties, is approved by Customer's legislative body, and is approved by the Board.

**Article 16.  
Notices**

- 16.01 Addresses For Notice. Except as otherwise specified in this Contract, all Notices required or permitted under this Contract shall be given in writing and mailed by first class mail, addressed as follows:

If to the DWSD:

Director  
Detroit Water and Sewerage Department  
735 Randolph  
Detroit, Michigan 48226  
Attention: General Counsel

If to the Customer:

City Manager  
City of Farmington  
23600 Liberty  
Farmington, Michigan 48335

- 16.02 When Deemed Given. All Notices shall be deemed given on the day of post-marked mailing. Any Notice given by a Party hereunder must be signed by an authorized representative of such Party.
- 16.03 Special Mailing Requirements. Notwithstanding the requirement above as to the use of first-class mail, change of address notices, termination notices, and other Notices of a legal nature, shall be sent by certified first-class mail, postage prepaid, return receipt requested.

**Article 17.  
Industrial Waste Control Program**

- 17.01 Customer agrees to abide by the requirements of the Industrial Waste Control Program as set forth in Exhibit E, paragraph F. To the extent that Exhibit E obligates Customer in the future to adopt any new or modified ordinance, rule, or regulation based upon a future amendment to the City of Detroit's Wastewater Discharge Control Ordinance or any successor or similar ordinance, such amendment shall be consistent with the then-current rules and regulations of the United States Environmental Protection Agency ("USEPA") and Michigan Department of Environmental Quality ("MDEQ"), but may be more stringent than USEPA and MDEQ rules and regulations.

**Article 18.  
Rights-of-Way**

- 18.01 Assistance from Customer: Restoration. The Customer shall assist DWSD to obtain permission to use streets, highways, alleys, and/or easements within the Customer's jurisdiction for the purpose of constructing, maintaining, and operating wastewater disposal facilities to adequately service the Customer's jurisdiction and other areas. In the event of such construction, DWSD shall request the Customer to execute such separate instruments granting rights-of-way in its streets, highways, and alleys as may be reasonably required by DWSD. DWSD shall restore all existing structures and/or improvements laying in the right-of-way of construction to as good a condition as before the construction took place. Any such facilities constructed, maintained and operated under this Section 18.01 shall remain the property of the City and shall not be operated or maintained by any entity other than DWSD or its authorized representatives.
- 18.02 Relocation of Facilities. Should future construction by any federal, state or county agency require relocation of a wastewater interceptor, Meter or other DWSD facility, the cost incurred by DWSD for such relocation, if not reimbursed by the agency requiring the relocation, will be charged in future rates as a common-to-all cost to all System users for the relocation of a common-to-all facility, or as a customer-specific cost to a specific customer or customers for the relocation of a customer-specific facility.
- 18.03 Easements. Subject to the provisions of Section 18.01 and to the extent that Customer has jurisdiction, DWSD shall be granted temporary and permanent easements, and shall be permitted to use the streets, alleys and highways within Customer's legal jurisdiction for the purpose of constructing, operating and maintaining the System. This consent by Customer is given in compliance with Article 7, Sec. 29 of the Michigan Constitution of 1963, provided that DWSD shall provide Customer with a written explanation of the type of easement required and the duration thereof.

**Article 19.  
Miscellaneous**

- 19.01 Enforceability. If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.



- 19.02 Integration. This Contract, including Exhibits A, B, D and E thereto, contains the entire agreement between the Parties and all prior negotiations and agreements are merged into this Contract. No Party has made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by a Party by implication or otherwise unless expressly set forth in this Contract.
- 19.03 Headings. The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 19.04 Jurisdiction. The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Each Party agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Michigan, for any action arising out of this Contract.
- 19.05 Execution of Contract. This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, DWSD shall provide a copy to Customer.
- 19.06 Contract Beneficiaries. The rights and benefits under this Contract shall inure to the benefit of and be binding upon the Parties, their agents, successors, and assigns.
- 19.07 No Third Party Beneficiaries. There are no third party beneficiaries to this Contract and this Contract shall not be construed to benefit any persons other than the Parties hereto.

**Article 20.**  
**Rates**

- 20.01 Rates. Customer agrees to pay for all Services supplied by DWSD at such rates as the Board may establish. Rates shall be reasonable in relation to the costs incurred by DWSD for the provision of the Services. DWSD shall give written notice of any changes in the rates. Notice shall be made in accordance with Section 5e of Public Act 279 of 1909, Michigan Compiled Laws, Sec. 117.5e, as amended ("Act 279") or other applicable federal court orders.
- 20.02 Notification of Rates. As soon as possible in the ratemaking process, DWSD shall provide information on proposed rates and the draft data and information used in the calculation of proposed rates in a format that will enable Customer to assist in the ratemaking process. Not less than thirty calendar days prior to the hearing required by Act 279 or other applicable federal court orders, DWSD shall provide Customer with written notice of a proposed rate and the underlying data used to calculate the rate. DWSD shall meet with Customer to review the rate and the data. DWSD shall provide Customer, upon written request, a copy of the rate notebook containing the detailed tabulations supporting the establishment of the final rates for the next rate year and the look back adjustments.
- 20.03 Disclosure of Rate Information by Customer. Each year, Customer will disclose to its customers information related to its rates and other charges, and information regarding what portion of those costs is related to charges from DWSD and/or other major service providers.

- 20.04 Estimate of Usage. In the event meters fail to correctly measure the quantity of wastewater transmitted by Customer for any period of time, DWSD shall provide a reasonable estimate of the quantity of wastewater generated by Customer for such period provided that there is a reasonable basis for the estimate. Customer and DWSD shall, either through their respective technical representatives and/or the Steering Committee, seek agreement upon a method to estimate such quantities. In the event the Parties are unable to agree upon a method to estimate such quantities, DWSD's determination of a method shall be conclusive and the Customer agrees to accept the estimate established by DWSD.
- 20.05 Ratemaking Terms. The ratemaking terms set forth in Exhibit E attached hereto are incorporated into and made a part of this Contract. The Parties acknowledge and agree that the terms of Exhibit E became effective on September 1, 2011.
- 20.06 Accounting of Project Expenses. DWSD recognizes that Customer's allocation of rates and charges to its customers may vary depending upon the nature, location and purpose of the particular project carried out by DWSD. Accordingly, when requested by Customer in writing, DWSD shall provide reasonable information to assist Customer in the accounting of expenses for a specified project.

**Article 21.**  
**Ensuring Equality of Contract Terms**

- 21.01 IF DWSD, through its Board, subsequently enters into any contract, and any amendments thereto, with a wastewater disposal services customer other than Customer, and the material terms of such other contract are more favorable than the material terms of Customer's Contract, Customer may elect to adopt all of such other material terms. However, if Customer exercises the option provided for in this Article 21, Customer must accept all material terms of the other contract in their entirety and may not select among various terms contained in multiple other contracts by, for example, selecting the Contract Term from one contract and the Rates provision of another contract. The terms and conditions of Exhibit A of this Contract are specifically excluded from the application of this Article 21.

*(Signatures appear on next page)*



In Witness Whereof, the City and Customer, by and through their duly authorized officers and representatives, have executed this Contract.

**City of Farmington:**

By: \_\_\_\_\_  
Vincent Pastue  
Its: City Manager

By: \_\_\_\_\_  
Sue Halberstadt  
Its: City Clerk

**City of Detroit:**

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Director, Water and Sewerage Department

APPROVED BY  
FARMINGTON CITY COUNCIL ON:

\_\_\_\_\_  
Date

APPROVED BY  
BOARD OF WATER COMMISSIONERS ON:

\_\_\_\_\_  
Date

APPROVED AS TO FORM BY  
DWSD GENERAL COUNSEL ON:

\_\_\_\_\_  
Date

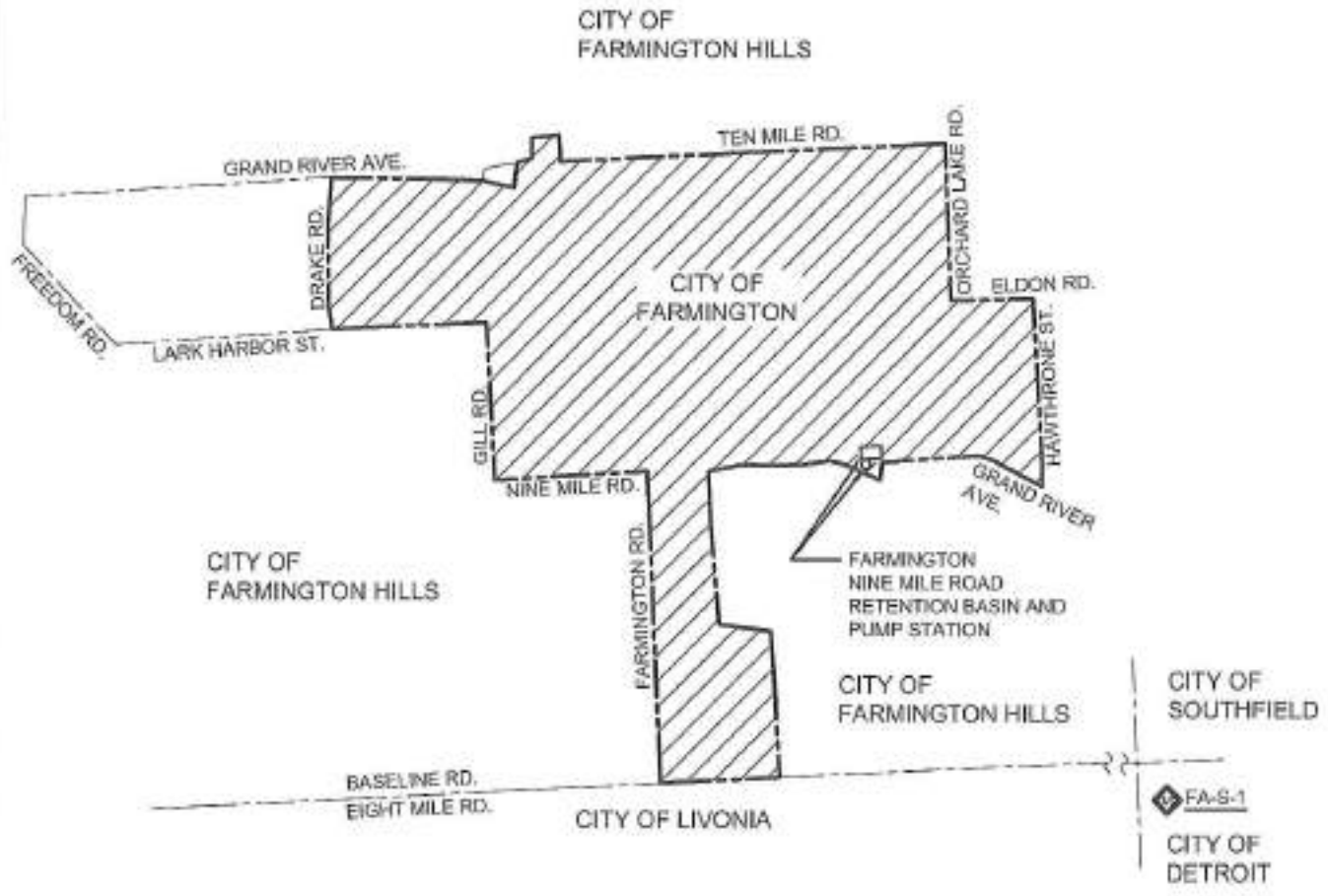
## EXHIBIT A

Customer's Service Area

This Exhibit contains the following information:

1. The corporate limits of Customer;
2. The Service Area of Customer;
3. The Customer's Maximum Allowable Flow Limit;
4. The specific location of the Meter(s) and any Meter vault(s);
5. The Points of Connection to the System;
6. The Meter name;
7. The location of DWSD data acquisition equipment; and
8. A list of properties outside of Customer's corporate limits which are provided sewerage services by Customer and water services by DWSD.

### EXHIBIT A



FARMINGTON NINE MILE ROAD RETENTION BASIN AND PUMP STATION

#### METER DATA

METER NAME: FA-S-1  
 SITE NAME: 8 MILE & BERG  
 METER TYPE: PARSHALL FLUME  
 METER ADDRESS: 22000 EIGHT MILE RD, DETROIT

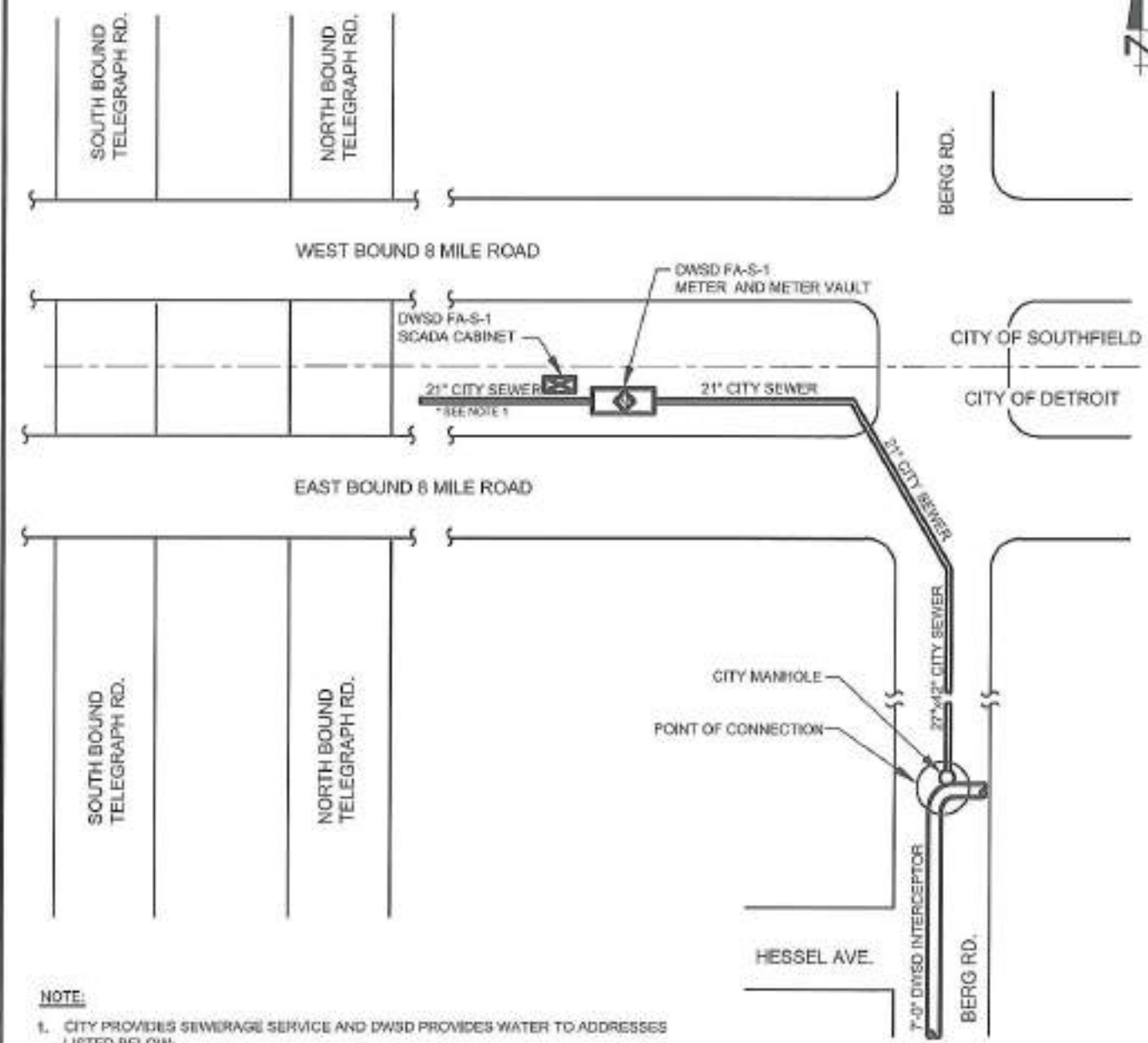
#### LEGEND

SYMBOL	DESCRIPTION
	SERVICE AREA
	MUNICIPAL BORDER
	METER LOCATION

MAXIMUM ALLOWABLE FLOW LIMIT: 7.9 CFS

## FARMINGTON SERVICE AREA

EXHIBIT A



NOTE:

1. CITY PROVIDES SEWERAGE SERVICE AND DWSD PROVIDES WATER TO ADDRESSES LISTED BELOW:
 

1) 23301 EIGHT MILE ROAD, DETROIT, MI	5) 23801 EIGHT MILE ROAD, DETROIT, MI
2) 23321 EIGHT MILE ROAD, DETROIT, MI	6) 23621 EIGHT MILE ROAD, DETROIT, MI
3) 23401 EIGHT MILE ROAD, DETROIT, MI	7) 23841 EIGHT MILE ROAD, DETROIT, MI
4) 23501 EIGHT MILE ROAD, DETROIT, MI	8) 23201 W EIGHT MILE ROAD, DETROIT, MI
2. CITY PROVIDES SEWERAGE SERVICES AND SOUTHFIELD PROVIDES WATER TO THE ADDRESS LISTED BELOW:
  - 1) 20886 TELEGRAPH ROAD, SOUTHFIELD, MI

LEGEND:

DWSD-DETROIT WATER AND SEWERAGE DEPARTMENT OWNERSHIP AND MAINTENANCE CITY-FARMINGTON OWNERSHIP AND MAINTENANCE
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FA-S-1  
METER SITE PLAN

## EXHIBIT B

DWSD Design Standards Committee

- I. Name. The name of this committee is the Detroit Water and Sewerage Department Design Standards Committee (hereinafter, the "Committee").
- II. Purpose/General Responsibilities. The Committee is formed to discuss and make recommendations to DWSD, or its designee, on the appropriate specifications and standards which shall govern the design, use of material, and construction of wastewater collection and transport facilities which may, from time to time, be constructed by a First Tier Customer for the purpose of collecting and transporting wastewater to DWSD's System. To effectuate this purpose, First Tier Customers may request a review of construction plans and specification by the Committee. In such a case, the Committee shall make the requested review and shall make its recommendations thereon to DWSD or its designee.
- III. Membership. The entities comprising the Committee shall consist of one (1) representative from the DWSD and one (1) representative from each First Tier Customer. The DWSD member shall also serve as Chairperson of the Committee.
- IV. Meetings. Committee meetings shall be held as follows:
- A. Meetings and Notice Thereof. The Committee shall meet at an agreed upon date and time. The time and place of such meeting shall be fixed by the Chairperson. Meetings shall be held as may be necessary and at such times and places as shall be determined by the Committee.
  - B. Meeting Quorum. A majority of all the members present shall constitute a quorum.
  - C. Record Keeping. The Committee shall keep a journal of its proceedings, which shall include a record of each vote and each recommendation made to DWSD, or its designee, by the Committee.
  - D. Voting. The Committee shall act by motion. Passage of any measure shall require a simple majority affirmative vote of the quorum present. Deliberation and consideration are required prior to any vote. Each member shall be entitled to one (1) vote adhering to the principle of "one person, one vote".
  - E. Committee Recommendation. All Committee recommendations shall be transmitted to the DWSD, or its designee, for consideration and final determination.
- V. Dissolution. The Committee shall continue in existence until dissolved by action of the Committee membership.
- VI. Appeals Procedure. Any First Tier Customer who is aggrieved by a decision of DWSD, or its designee, relating to a determination based upon a Committee recommendation may appeal to the Director of DWSD for possible relief of that grievance. Any such appeal shall be made in writing. The determination of the Director of DWSD shall be final.

*(End Exhibit B)*



EXHIBIT C

RESERVED

## EXHIBIT D

Dispute Resolution Procedures

The Parties agree that it is in their collective best interest to establish a dispute resolution procedure to allow for faster resolution of problems, reduce expenses for attorneys, fees and costs, and improve working relationships. These procedures shall be utilized in the event that a dispute arises between Customer and DWSD and/or any other First Tier Customer with regard to Services by DWSD or arising under this Contract.

All capitalized terms shall have the meaning defined in the Contract.

I. General Dispute Resolution Policy

Any and all claims alleging a breach of or arising under this Contract, other than claims requiring immediate relief to prevent irreparable harm to a Party, public health or the environment, shall first be submitted to the alternative dispute resolution ("ADR") process set forth in this Exhibit D. No litigation, other than a suit seeking immediate relief to prevent irreparable harm to a Party, public health or the environment may be initiated until the Parties have complied with the Informal Negotiation (Section 2) and Formal ADR Procedures (Sections 3 & 4) set forth here.

Unless expressly agreed in writing by the Parties, all alternative dispute resolution procedures utilized shall be non-binding.

No resolution achieved under these procedures shall be binding on any other First Tier Customer unless such customer has agreed in writing to the resolution.

All dispute resolution proceedings under this Contract shall be private and confidential, and any written or oral communications will similarly be deemed to be confidential, and may not be disclosed unless the Parties agree otherwise. Documents created by the Parties for use in any ADR process shall not be filed with any court or made available as evidence in any court proceeding by any other Party. However, evidence or information which is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery solely by reason of its disclosure or its use in mediation. Any person involved in the ADR process who is not an agent or employee of a Party shall not testify regarding matters disclosed during the mediation process, but may testify only as to the final outcome of the ADR process, and the Parties to the dispute agree they shall not seek testimony from any such person with regard to information or knowledge obtained by such person as the result of participating in an ADR process under this Contract.

2. Informal Negotiations

Each Party agrees to undertake informal negotiations before invoking formal ADR procedures under this Contract or litigation. This process shall be commenced by written notice from the initiating Party to the other describing the subject matter of the dispute. The notice shall contain such information as is necessary to advise of the exact nature of the dispute and the relief requested. Upon issuance of such written notice, the Parties shall engage in good faith informal negotiations among themselves to attempt to develop a mutually acceptable resolution to the dispute. The time frame for conducting informal negotiations shall not exceed 45 days from the date of issuance of the written notice, unless all Parties agree to a longer informal negotiation timeframe. Such a notice shall preserve the initiating Party's right to object under any Board policy governing objections to rates or any other matter related to services provided pursuant to this Contract.

### 3. Invocation of Formal ADR Procedures

In the event a dispute arises between the Parties that is not resolved by informal discussions between them, either Party may initiate the formal alternative dispute resolution process under Sections 3 and 4 by giving notice in writing to the other Party, the Director's Council and the Chair(s) of the Steering Committee. The notice shall contain such information as is necessary to advise of the exact nature of the dispute and the relief requested. The notice shall state whether in the initiating Party's view the subject of the dispute relates to a policy issue appropriate for consideration by the Director's Council. In the absence of such a statement by the initiating Party or a similar notice by DWSD, the matter will proceed to through the Steering Committee process in Section 4(a). Such notification shall toll the running of the statute of limitations for 120 days and, except for claims requiring immediate relief, shall bar either Party from commencing litigation with regard to the breach or the matter in issue.

Unless the Parties reach a settlement within the 120-day period or agree in writing within the 120-day period to continue the ADR process and to continue toll the running of the statute of limitations, at the end of the 120-day period any Party may commence litigation and the statute of limitations shall commence to run.

### 4. Formal ADR Procedures

#### (a) Role of Steering Committee and Work Groups

The Parties agree that the dispute resolution process for disputes related to the matters within the scope of established and operating work groups shall be referred to the chairs of the Steering Committee who shall refer the dispute to the appropriate work group. The Steering Committee shall take all actions to insure that the dispute receives expeditious consideration by the work group to which it is assigned. Within 15 days after receipt of notice raising a dispute within the purview of this section, the Steering Committee shall assign it to the most appropriate work group and insure that a meeting of the work group has been scheduled to address the issue. If the resolution of the dispute may have a material impact on any other First Tier Customer(s), they shall be given notice and an opportunity to participate if they are not a regular member of the work group. The work group to which the issue is assigned, shall schedule at least two meetings within the balance of the 120-day period to address the dispute. The work group shall report the outcome of discussions to the Steering Committee before the end of the 120-day period.

#### (b) Role of Director's Council

In the event DWSD or Customer anticipates or identifies a matter which involves (from its viewpoint) an issue related to overall policy affecting in a material way service provided to or rates charged to a Customer, or compliance with DWSD's NPDES permit or any court order or consent decree related to compliance with the Clean Water Act or its state counterpart, either DWSD or the Customer may notify the Director's Council of the policy issue with a request that the Director's Council address the issue through good faith discussion and negotiations, and attempt to resolve the issue in a manner which provides a fair balancing of the interests of DWSD and its First Tier Customers. Within 30 days of receiving such a notice, the Director's Council shall agree on an ADR process to address the policy issue in a manner which fairly accommodates the interests of DWSD and First Tier Customers. Thereafter, the Director's Council shall act expeditiously to assist in resolving the dispute within the balance of the 120-day period. If the resolution of the dispute may have a material impact on any other First Tier Customer(s), they shall be given notice and an opportunity to participate.



## 5. Mediation

If informal negotiation and the ADR process under the aegis of the Director's Council or the Steering Committee are not successful in resolving the dispute, the matter shall be referred to mediation. Mediation is defined to be a non-binding dispute resolution process in which an impartial neutral facilitates negotiations among the Parties in an attempt to help reach a settlement.

### (a) Selection of Mediator

The mediator of the dispute must be neutral and impartial, with no conflict of interest with any Party, and no financial or personal interest in the outcome of the mediation. The mediator shall be selected with thirty (30) days following the conclusion of informal negotiations by the Parties. The mediator shall be selected by agreement of DWSD, the wholesale customer initiating the dispute resolution process, and at least one of the other wholesale customers affected by the subject matter in dispute. If no mutually acceptable mediator is identified and selected with thirty (30) days, then the dispute resolution process under this Step shall be terminated.

### (b) Costs for Mediator

The costs for the mediator shall be paid by DWSD as an operating expense, unless it is mutually agreed that some alternative cost apportionment for the mediator's expenses is acceptable.

### (c) Conduct of Mediation

Each wholesale customer and/or DWSD involved in the dispute shall designate a decision-maker to serve as their representative to participate in the mediation, and that person shall be vested with authority to negotiate on behalf of the Customer and/or DWSD, and to settle the dispute or, if required, recommend settlement to the governing board of the wholesale customer. Each wholesale customer and/or DWSD who is Party to the dispute may also be represented during the process by an attorney and/or technical consultants if it so chooses, provided that the costs of any such participation are borne solely by that wholesale customer and/or DWSD.

The mediator shall be free to meet and communicate separately as he/she deems appropriate with each Party, but will schedule joint meetings of all Parties with the time, place and agenda to be established by the mediator in consultation with the Parties. No stenographic, video or record will be made of meetings conducted by the mediator, and formal rules of evidence and procedure will not apply to materials presented and discussed.

The mediation process may be terminated by the mediator at any time if the mediator determines that one or more Parties is not acting in good faith, or if the mediator concludes that further dispute resolutions efforts would not be useful in achieving a settlement. The mediation process will automatically terminate after 90 days from the date the mediator is retained, unless the time period is extended by agreement of all Parties and the mediator.

If a settlement is reached, a preliminary Memorandum of Understanding will be prepared and signed or initialed before the Parties separate. Thereafter, either the mediator or the Parties themselves will promptly and not later than thirty (30) days following the execution of the Memorandum of Understanding draft a written settlement document incorporating the terms of any such settlement. This draft document will be circulated, amended as necessary, and then formally executed. It is anticipated that in some cases, formal execution of any settlement agreement may be deferred pending review and consideration of the document by the governing bodies of the wholesale customer and/or DWSD.

6. Proceedings After Unsuccessful Mediation

If mediation is terminated for any reason prior to resolution of the dispute, the Parties or the mediator (if any) may discuss with the Parties the possibility of proceeding with binding arbitration as a form of dispute resolution in lieu of litigation. If binding arbitration is acceptable to all Parties, the Parties may request that the mediator (if any) assist in structuring a procedure to generate a prompt and economical decision; for example, by use of the Commercial Rules of the American Arbitration Association. The mediator (if any) shall not serve as arbitrator unless all Parties agree.

If no resolution is reached through the mediation process, and if the Parties decide not to pursue voluntary binding arbitration as discussed above, any Party may then exercise its right to pursue resolution of the matter in a court of appropriate jurisdiction.

*(End Exhibit D)*



## EXHIBIT E

Modified List of Relevant Ratemaking Terms**A – Rate Making Process**

1. User Charge System. Not less than every two years, DWSD shall review its User Charge System to assure that it accomplishes the requirements set out in 40 C.F.R. §35.929-2(b).

2. Local User Charge System. Each wholesale customer agrees that it shall adopt and enforce, and shall cause each of its local governmental customers for sewage treatment and disposal services to adopt and enforce rules and regulations to implement and maintain a revenue system whereby, as a minimum, the operation, maintenance and replacement portion of DWSD's rates are distributed proportionately to each user or user class that is tributary to DWSD's treatment works. The rules and regulations shall provide for monitoring of commercial, governmental and industrial users and shall be consistent with the monitoring rules and regulations of the City of Detroit. The Board shall have the right under said rules and regulations to audit all monitoring activities including the right to perform monitoring tests itself to verify the accuracy of monitoring results.

3. Future Ratemaking Information.

a. Whenever DWSD undertakes any study which may result in the revision of rates to its wholesale customers, it shall notify its wholesale customers and provide those customers, their agents, consultants and attorneys, any final reports prepared in the course of such study and, upon written request, any interim or preliminary reports, and meet with the contracting parties to explain and discuss the reports being provided. When implementing any change in sewage treatment rates, the Board and DWSD shall comply with the applicable public participation requirements of 40 CFR Part 25, and MCL 117.5e(b). The Board shall hold a public hearing prior to the adoption of sewage treatment rates. No later than fifteen (15) days prior to the Board's hearing, and upon request, DWSD shall provide contract customers with the rate report and supporting documents to be considered by the Board.

4. Commitment to Collaborative Process. DWSD shall establish and continue a customer outreach and involvement process to facilitate a cooperative working partnership between DWSD and First Tier Customers based on the free flow of information regarding financial conditions and operational functions. The Steering Committee, with its subcommittees, is established as the forum in which discussion and development of recommendations to DWSD regarding wastewater system operation, maintenance, rates, and best practices occurs. The parties agree that the rate making process will incorporate guidance and input from the Steering Committee and its work groups.

**B – Revenue Requirements**

1. Revenue Requirements. Revenue requirements shall be based upon the finances required to meet all operating, maintenance, capital requirements including debt financing and debt service coverage required by bond covenant, ordinance, or Board policy, and any obligations imposed by law, and shall reflect not only recent cost experience but also a recognition of the reasonably estimated future cost levels during the period for which the rates are being established.

a. Operating and Maintenance Expenses of the System.

(i) Operating and maintenance expenses shall include replacement of process equipment, accessories, or appurtenances which are necessary to maintain the capacity and performance for which the treatment works is designed and constructed.

(ii) The rate for operation and maintenance expenses, including replacement, shall include surcharges to be applied to discharges of individual users whose loadings of specified pollutants exceed normal loadings. The Board shall specify the pollutants that may be surcharged and shall define normal loading thresholds of each pollutant. The rate shall conform to Section 204(b) (1) (A) of Public Law 92-500, as amended, and regulations of the United States Environmental Protection Agency, being 40 CFR 35.929 through 35.929-3,

b. Capital Financing. DWSD shall adopt a five-year financial plan and a five-year capital improvement plan for the expansion, renewal and replacement of common use major capital assets and improvements and shall update the plans at least bi-annually. The plans shall provide for the financing of major capital assets and improvements with a mix of revenue bonds and revenue-financed capital designed to accomplish the financial goals established by the Board, considering public water and sewer utility financial benchmarks, including, without limitation, unrestricted net assets, rate stability, strong bond ratings and a long-term goal of achieving reasonable debt service coverage levels and reasonable levels of debt service as a percentage of total revenue.

c. Depreciation. To the extent that the "Cash Basis" of ratemaking is applied in future rates, revenue requirements shall not include a depreciation expense element, which, together with a rate of return and provision for operation and maintenance expense, would generate revenues in excess of system revenue requirements including coverage.

2. Amended Look-Back Process: Adjustments to Prospective Revenue Requirements. DWSD shall review the differences in each class cost pool between the projected revenue requirement for a rate year and the actual revenue requirement for that rate year to determine potential adjustments to prospective allocations and budgets/revenue requirements for that cost pool according to the procedures set forth in **Attachment 1, Rate Simplification Recommendations**, November 22, 2013. The purpose of this review will be to avoid material deviations from the principles in Section D(1) below between projected and actual revenue requirements over the medium term. To the extent that the Board determines that a material variance exists in a cost pool, the Board may, at its discretion, modify prospective revenue requirements in one or more subsequent rate years to eliminate the variance.

3. Bad Debt Expense.

a. A "bad debt expense" is a delinquency by a DWSD customer that is classified as "bad debt expense" pursuant to then applicable accounting procedures.

b. Quarterly, DWSD will provide to the wholesale customers current information on individual delinquencies in payment of wholesale class bills. On or before January 1 each year, DWSD will provide the wholesale customers a statement of the amount of wholesale bad debt expense to be included in the prospective rates for each delinquent wholesale customer and the amount of bad debt expense from prior rate years for each such delinquent customer.



c. DWSD shall review the differences between the projected bad debt expense assigned to specific customer classes (noted below) in a rate year and the actual bad debt expense incurred for that rate year. Any variance between the projected bad debt expense and the actual bad debt expense incurred for that year shall be incorporated into the revenue requirement for the next-commencing rate year to insure that revenue shortfalls due to nonpayment of sewer charges are recovered.

d. For purposes of this clause, specific customer classes are defined as:

	Bad Debt Expense	Responsible Customer Class
1.	Detroit Retail Customers	Detroit Retail Customers
2.	Wholesale Contract Customers	Wholesale Contract Customers
3.	Surcharge Customers	Surcharge Customers
4.	Wayne County Hwy Drainage	Wayne County Hwy Drainage
5.	Michigan DOT Hwy Drainage	Michigan DOT Hwy Drainage
6.	Industrial Waste Control	Industrial Waste Control

e. DWSD shall use all commercially reasonable efforts, which may include legal action, to recover all delinquent wholesale billings before they are classified as bad debt expense and charged to the wholesale customer class.

f. Delinquencies that have been classified as bad debt expense shall continue to be charged against and shown on the delinquent wholesale customer's bill until such time as the delinquency is paid or released pursuant to subsection 3(g) below. Payments made by a wholesale customer with regard to its delinquent accounts after they have been charged as a bad debt expense to the wholesale customer class shall be credited to the wholesale customer class' revenue requirement in the rate year following such payment. Payments received from delinquent wholesale customers shall be applied to the oldest unpaid invoice, whether or not the invoice has been classified as a bad debt expense.

g. DWSD shall not compromise, release or discharge part or all of its claims against a wholesale customer when the delinquency has been charged as a bad debt expense against the wholesale customer class without the consent of two thirds in number of the representatives of Wayne, Oakland and Macomb Counties authorized to execute and carry out the terms of the Wastewater Disposal Services Contract in the exercise of their commercially reasonable judgment.

h. If DWSD has not instituted legal action to collect a wholesale customer delinquency after it has been charged to the wholesale customer class, at the request of one or more wholesale customers, DWSD shall assign to the wholesale customer class (or such member(s) of that class who agree to pursue such claims) that claim(s) against the delinquent wholesale customer on behalf of DWSD. If one or more wholesale customers request that the right to prosecute a claim be assigned to them, DWSD shall notify all wholesale customers of the requested assignment, the nature and amount of the claim, the party or parties to whom the claim is assigned and that the other wholesale customers may have the right to appear or intervene in the action. The customers who are assigned the claim shall pursue the claim using common counsel. The wholesale customers that pursue such claims may recover their reasonable attorneys and other expenses incurred in pursuing the claim(s) from the sums recovered with the balance of any recovery paid over to DWSD for the benefit of the wholesale customer class. The wholesale customers to whom DWSD has assigned its right to pursue a claim(s) on behalf of its wholesale customers shall not compromise, release or discharge part or all of the claim(s) without the consent of two thirds in number of the representatives of Wayne, Oakland and Macomb Counties as well as DWSD's Board of Water Commissioners, in the exercise of their commercially reasonable judgment.

i. Any wholesale customer that through its delinquency has created a bad debt expense to DWSD, regardless of whether that bad debt has been charged as an expense against the wholesale customer class, shall not receive any rate benefits or credits pertaining to the wholesale class at large that result from calculations under section B(2) so long as the delinquency creating the bad debt expense remains unpaid or un-discharged.

j. The Board shall develop rules and procedures as necessary to implement and carry out the provisions of article B(3) of this Exhibit E.

### **C – Payments to the City of Detroit**

1. Payment for Indirect Benefits or Services. Following the computation of rates for customers residing or located within the City of Detroit and customers residing or located without the City of Detroit, such rates shall be further adjusted by deducting from the revenue requirement for customers within the City of Detroit and added to the revenue requirement for customers without the City of Detroit an amount determined as follows:

a. For the fiscal year 1979, the sum of \$1 million. For each fiscal year thereafter, such amount shall be increased by 5%, determined on a compounded basis. This adjustment is known as "Adjustment A" in the rate protocol.

b. This payment shall be made and the rates so adjusted as a payment to reflect the cost of indirect benefits or services provided by the City of Detroit to DWSD for common use facilities within the City of Detroit, such as police and fire protection, the risk of tort liability, the loss of tax base that the City loses as a result of the Department's tax exemption, and the fact that the suburbs receive sewage treatment without having to devote any of their land to a tax free utility.

c. In the event that the City of Detroit shall at any time hereafter render billings or accounting statements for indirect services to the DWSD such as police and fire protection, risk of tort liability, loss of tax base or any other type of contribution in lieu of taxes with the effect that such billings or statements become part of the DWSD budget for ratemaking purposes, then the amount of such charges allocated or apportioned to the contracting customers shall be deducted from the amount determined in subsection (a) above, and shall in no event exceed the amount determined pursuant to subsection (a) above.

d. DWSD shall allocate the amount charged to the customers residing or located without the City of Detroit for payment for indirect benefits and services set forth in subsections (a)-(c) in the same manner in which it allocates treatment costs.

2. Payment for Direct Services. DWSD may continue to include in its rates charges for direct services which the City currently renders and bills to DWSD. Such "direct services" shall be limited to the kind of services historically provided by offices, departments or agencies of the City of Detroit such as various kinds of licenses and permits, electricity, steam, paving required by DWSD's facilities or projects, vehicles and rubbish pickup and those which were included in the DWSD budget for fiscal 1978. No additional charges may be made for "direct services" provided by other additional city offices, departments and/or agencies without the prior agreement of the contracting parties. Such agreement shall not be unreasonably denied or delayed should it appear that the particular service or services result in a legitimate, direct benefit to system and its customers.



#### **D – Allocation of Costs of Service**

1. Uniform Allocations of Costs Incurred. DWSD shall recover costs incurred by the system by instituting rates which assign, allocate, and apportion such costs to all ratepayers on the basis of principles uniformly applicable to all, it being the intention of the parties that such rates (whether designed on the utility or cash basis) will, as nearly as is practical, recover from each customer class the respective costs of providing service regardless of the ratepayer's location. In particular:

a. If DWSD implements rates based upon a system of charging a percentage rate of return on net asset or capital structure rate base, (through the use of the so-called utility basis of rate making), there shall be no differential in the rate of return charged to customers residing or located within the City of Detroit and customers located without the City of Detroit. Nothing herein contained shall prohibit DWSD from designing its rates on the so-called cash basis.

b. Should DWSD use the cash basis to allocate capital costs in any future rate study, the allocation of debt service costs to all customers or facilities shall be based upon the system weighted average interest rate at the time.

c. DWSD shall use surcharges to recover incremental revenue requirements incurred in treating sewage which, at the point of discharge, contains specified pollutants in concentrations exceeding those of normal domestic sewage as defined by the Board.

d. All revenue requirements other than those revenue requirements recovered by surcharges pursuant to subsection (1)(c) may be recovered by volume alone, or by volume and surcharges, or by any method which provides a distribution of costs reasonably related to the service provided.

e. The parties' current plan (at the time of this agreement) for achieving the principles set forth in this Section is set forth in **Attachment 1**. Consistent with Section A(2) of this agreement, the parties, by mutual agreement, may modify **Attachment 1** to reflect new information and approaches to achieving the principle set forth in Section D(1).

#### **2. DWSD Combined Sewer Overflow (Wet Weather Facilities).**

a. Certain new wet weather facilities being constructed or to be constructed by DWSD to alleviate combined sewer overflows from its wastewater transportation, conveyance and treatment system contain or will contain wet weather flows generated from both inside and outside the City of Detroit. DWSD shall charge customers within the City of Detroit 83% and customers outside the City of Detroit 17% of the capital costs and costs incurred in the operation and maintenance of such facilities. DWSD shall allocate the 17% of such capital and operation and maintenance costs charged to customers outside the City of Detroit consistent with **Attachment 2**, Agreement to Revise CSO Project List.

b. **Attachment 2** provides a description of the new wet weather facilities, referred to in subsection (2)(a) above, that are currently under construction or to be constructed by DWSD and their estimated costs. Costs associated with improvements to facilities at the wastewater treatment plant, also listed on **Attachment 2**, will continue to be allocated on a common-to-all basis. Costs associated with Detroit-only projects, also listed on **Attachment 2**, will be charged to Detroit retail customers only. If DWSD determines that it is reasonable, appropriate or necessary to construct additional wet weather facilities in the future that will serve wet weather flows generated inside and outside of the City of Detroit, each contract customer reserves the right to contest its respective allocation of costs.



#### **E – Evaluation of Wastewater Flows**

DWSD shall continue ongoing technical review of wastewater flows in the DWSD system to establish and maintain wastewater contribution data that will support the proportional allocation of costs as set forth in D(1). The parties agree that the wastewater flow elements of ratemaking terms under prior agreements, including the allocation of infiltration and inflow and the application of a uniform overflow credit are accommodated in the sewer rate methodology set forth in **Attachment I**. The scope of the ongoing review is intended to encompass the types of evaluations traditionally conducted utilizing the Greater Detroit Regional Sewer System (“GDRSS”) model and related tools. The scope of ongoing review will be established from time to time by the Board, after consultation with the Steering Committee and related forums.

#### **F – Industrial Waste Charges**

1. Each wholesale customer agrees that it shall adopt and enforce, and shall cause each of the local governmental units within its jurisdiction for sewage treatment and disposal service as provided by DWSD to adopt and enforce, rules and regulations pertaining to the use, design and construction of sewers, and the discharge of industrial or commercial wastes into sewers, where such sewers are tributary to DWSD’s treatment works. Such rules and regulations shall be consistent with and at least as stringent as all applicable provisions of the pertinent ordinances adopted by the City of Detroit, these being Chapter 56, Article I, and Chapter 56, Article III, of the Municipal Code of the City of Detroit as they may be adopted and amended from time to time. In the event any municipality or other governmental unit fails to adopt a required ordinance, or fails to diligently enforce the same, DWSD shall take appropriate action which may include suit in an appropriate court of general jurisdiction alleging such municipality’s failure to adopt or enforce an ordinance. Should the court find, following a hearing on the merits, that the allegations in DWSD’s petition are true, the parties agree that such court may, in such instance, grant appropriate injunctive relief against said municipality or any individual discharger located there, terminate the municipality’s contractual right to discharge waste waters into DWSD’s system and/or to grant DWSD such other relief as may be appropriate under the circumstances. These actions shall enable DWSD to:

a. Deny or condition new or increased contributions of pollutants or changes in the nature of pollutants, to the waste collection system by Industrial Users and Significant Industrial Users. The terms “Industrial Users” and “Significant Industrial Users” shall mean those users defined in Section 56-3-58.1(a) of Chapter 56, Article III, Division 3 of the Municipal Code of the City of Detroit and as may be amended from time to time.

b. Require compliance with applicable current future National Pretreatment Standards and other more restrictive requirements as may be imposed by DWSD promulgated by the U.S. EPA under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.

c. Control, through permit, contract order, or similar means, the contribution to the waste collection system by Industrial Users and Significant Industrial Users to ensure compliance with subsection (b) above.

d. Require the development of compliance schedules by Industrial Users and Significant Industrial Users for the installation and facilities required to meet applicable National Pretreatment Standards and other more restrictive requirements as may be imposed by DWSD.

e. Require the submission of notices and self-monitoring reports from Industrial Users and Significant Industrial Users to assess and assure compliance with National Pretreatment Standards and other more restrictive requirements as may be imposed by DWSD.

f. Carry out all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial Users and Significant Industrial Users, compliance or noncompliance with applicable National Pretreatment Standards and other more restrictive requirements as may be imposed by DWSD. The parties recognize that DWSD may contract with qualified parties to carry out the inspection, surveillance and monitoring procedures of this paragraph.

g. Seek injunctive relief for noncompliance with National Pretreatment Standards and other more restrictive requirements as may be imposed by DWSD.

h. Require Industrial Users and Significant Industrial Users to install containment facilities to protect the treatment works from accidental spills of critical or hazardous materials

2. Contract Amendment for Industrial Waste Control.

a. All wholesale customers and all municipalities under contract to such wholesale customers shall enter into amendments of the service contracts between or among them and DWSD to embody or incorporate the provisions that assure uniformity throughout the DWSD wastewater treatment system as required by applicable federal statutes and regulations.

b. DWSD's wastewater contracts shall be amended to include:

i. A process of diligent and uniform enforcement and implementation of the ordinances, rules and regulations to be adopted pursuant to Section IV(9) of the 1980 Settlement Agreement.

ii. A process to pass through to industrial customers' amounts billed with respect to such customers for sewage surcharges and industrial cost recovery charges.

iii. Such provisions as are required to establish delegated or cooperative authority or procedures for inspection, monitoring, measurement, surveillance, enforcement and dispute resolution, with respect to prohibited discharges, sewage surcharges and industrial cost recovery charges.

*(Attachments 1 and 2 to Exhibit E follow this page)*

EXHIBIT E  
ATTACHMENT 1  
RATE SIMPLIFICATION RECOMMENDATIONS



**TO:** Board of Water Commissioners  
**FROM:** Rate Simplification Work Group  
**DATE:** November 22, 2013  
**SUBJECT:** Rate Simplification Recommendations

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## EXECUTIVE SUMMARY

### 1. The Why and What of Rate Simplification

The Rate Simplification Work Group ("Group") was charged with recommending a simplified approach to estimate each customer's relative share of the sewer system's common-to-all revenue requirements while maintaining the present level of fairness and accuracy of the share estimates, improving transparency and revenue predictability, but requiring less time and effort.

Accordingly, the Group recommends three proposals to simplify the rate-setting process. The proposals will be implemented in the FY 2014-15 rates.

Before the end of the FY 2016-17 rate year, the Sewer Steering Committee will evaluate the implementation of the proposals and recommend adjustments as may be deemed necessary.

DWSD will continue to monitor the flow and cost data used in allocating common-to-all revenue requirements to insure that the data and the processes/equipment used to generate the data are valid and accurate and to correct material errors when detected. These efforts are necessary and will continue whether or not the simplification proposals are implemented.

### 2. Simplified Allocation of Common-To-All Costs

For more than a decade, each Tier 1 customer's share of the common-to-all revenue requirement has been remarkably stable, notwithstanding that there have been significant changes in demographics and economic conditions. Furthermore there appears to be a consensus among customers that the overall allocation of the revenue requirement has been fair.

It is proposed that the allocation of common-to-all revenue requirements be simplified as follows:

- Each Tier 1 customer's "Share" expressed as a percentage of the DWSD common-to-all revenue requirements for an agreed-upon future multi-year "Rate Period" will be based on its average share of system revenue requirements for an agreed-upon prior period. The first Rate Period will be three years beginning FY 2014-15. The Work Group is still evaluating the period to be used to establish shares for the first Rate Period.
- Differences between the projected revenue requirement for a rate year and the actual revenue requirement for that year may be made up by adjusting revenue

requirements in a subsequent rate year as decided by the Board. However, differences between the amounts of bad debt estimated in the budget and actual bad debt will be incorporated into the revenue requirement for a subsequent rate year to insure that revenue shortfalls due to nonpayment of sewer charges are recovered.

- The rate protocols used to calculate Shares will not be changed during a Rate Period.
- Each customer's share of the system revenue requirement will be billed in monthly installments.
- Shares may be adjusted during a Rate Period if a customer can demonstrate a material change in shares has occurred.
- The current "Look Back" process will not be continued after FY 2013-14.

### 3. Simplified Flow Balancing

Over half of the flow reaching the Wastewater Treatment Plant is not measured through customer wastewater billing meters and, therefore, is not directly attributable to any specific customer based on wastewater meter data. DWSD and its customers developed procedures to estimate these flows and to remove from the rate allocation process some flows that do not reach the wastewater treatment plant.

The Group recommends a simplified approach to allocate flows between customers with billing meters and the unmetered customers Detroit plus Highland Park and Hamtramck and other small unmetered customers. The simplified flow balance process is designed to accomplish the same flow allocation as the more complex procedures presently used.

### 4. Simplified Estimates of Cost Pools

DWSD's costs are accumulated into several cost pools reflecting costs for certain types of wastewater services because use of these services varies by customer class (Detroit retail specific, suburban wholesale specific, industrial specific, CSO-related, sanitary and stormwater).

The Group recommends that for the first Rate Period, operating costs in the cost pools will be approximated as the best estimate of costs for the Rate Period. Capital costs will continue to be allocated to cost pools based on DWSD's fixed asset database. At the end of the first Rate Period, the quality of DWSD cost accounting will be evaluated with the objective of revisiting the best method to allocate costs to the cost pools for rate setting purposes.



## DETAILED DESCRIPTION OF RECOMMENDATIONS

### 1. The Why and What of Rate Simplification

The Rate Simplification Work Group was charged with recommending a simplified approach to estimate each customer's relative share of the sewer system's common-to-all revenue requirements while maintaining the present level of fairness and accuracy of the share estimates, improving transparency and revenue predictability, but requiring less time and effort.

During the Group's work, it became clear that other aspects of the rate setting process could be simplified. A proposal to simplify the presently complex process of allocating unmetered flows in the system among customers has been developed. Likewise the Work Group proposes that the process of grouping of costs into the costs pools that are allocated among different customer classes should be simplified.

Accordingly, the Group recommends three significant proposals to simplify the rate-setting process.

The recommendations will be implemented in the FY 2014-15 rates. They will remain in place through the FY FY2016-17 rate year. Before the end of the FY 2016-17 rate year, the Sewer Steering Committee will evaluate the implementation of the following recommendations and recommend adjustments as may be deemed necessary.

The Group recommends continuing activities to monitor the flow and cost data used in allocating common-to-all revenue requirements to insure that the data and the processes/equipment used to generate the data are valid and accurate and to correct material errors when detected. These efforts are necessary and will continue whether or not the simplification proposals set forth below are implemented.

### 2. Summary of the Recommended Approach for Rate Simplification

Each customer's charge for common-to-all sewer services is a function of two components: the sewer system's total revenue requirement and each customer's relative share ("Share") of that revenue requirement based on its relative volume and flow characteristics. Because much of the flow in the system does not pass through billing meters, a complicated methodology to allocate "unmetered" flow has been developed and is currently employed. Further, because the costs to treat wastewater flow depend on flow characteristics, other protocols are used to develop costs pools for various types of transport and treatment costs. The recommendations below seek to simplify each of these processes.

#### (a) Historical Stability of Customers' Relative Shares of Revenue Requirements

The key to the rate simplification recommendations is that for more than a decade, each Tier 1 or wholesale customer's share of the total sewer revenue requirement has been remarkably stable, notwithstanding that there have been significant changes in demographics and economic conditions and revisions to the rate-setting protocols.

Figure 1 shows each Tier 1 customer's share of "allocation volume" for the period 2008 to 2012 and the average over that period. Allocation volume is the principal measure on which

“common-to-all” costs (those costs all customers share) are allocated. This measure is coupled with the characteristics of sanitary and non-sanitary flow and the pollutant strength of each to determine each customer’s final share of common-to-all costs.

Figure 2 shows each Tier 1 customer’s share of common-to-all revenue requirements over the same period using the FY 2011-12 rate protocols.

In both figures, it can be seen that annual deviations from the long term average are minor with very limited exception.

There is a consensus among customers that the overall allocation of the revenue requirement has been fair. Furthermore, when a customer has identified data that is in error, questioned the proper attribution or accounting for costs, or challenged an aspect for the rate protocols, DWSD and the customers have worked successfully to reach a consensus on a resolution.

The take-away has been that the allocation of revenue requirements could be greatly simplified by allocating revenue requirement based on “historical” shares so long as there are processes to:

- Adjust historical shares to reflect any material changes in use of the wastewater system over time, and
- Address any errors in flow data, correct any inaccuracies in aggregation or allocation of costs to customer classes, and review any rate protocol that appears to stray from the underlying principle that customers should bear a proportional share of system costs based on their use.

The Group believes that the recommendations below are an appropriate way to allocate costs consistent with historical practices while incorporating those protections.

(b) Simplified Calculation of Common-to-All Shares

At present, the calculation of each customer’s common-to-all revenue requirement is performed before each rate year begins, using detailed budget and flow projections. After the close of the rate year, a Look Back is performed in which the detailed calculations are repeated to true up customers’ charges based on audited financials and actual flow. The calculations rely on complex technical analyses, approximations and assumptions to produce “best estimates” of volume and flow characteristics for each customer. Analyses of these rate protocols have demonstrated that although they demand substantial time and effort in their calculation, they result in only approximate estimates of each customer’s use of or demand on the DWSD’s system. Further, when considered as a proportionate share of the total system revenue requirement, each customer’s estimated relative share of the common-to-all revenue requirement has been fairly constant over the past 10 years, notwithstanding demographic changes and changes in the rate protocols.

**To simplify the calculation of Shares, the Group recommends:**



- Each wholesale customer's percentage "Share" of the DWSD sewer system's common-to-all revenue requirement for an agreed-upon future multi-year "Rate Period" will be based on its average share of system revenue requirements for an agreed-upon prior period.
- The first Rate Period will be three years from FY 2014-15 through FY 2016-17.
- Shares for the first Rate Period were developed as described in Exhibit 1, The Foster Group, Memorandum, "Initial Rate Period SHARES" (November 22, 2013).
- Although the length of the second Rate Period will be determined later during evaluation of the first Rate Period, the initial expectation of most group members is to establish subsequent Rate Periods of five-years duration.
- Each year during a Rate Period, DWSD will establish annual budgets and annual common-to-all revenue requirements for all customers. Thus, although a customer's Share will remain the same during a Rate Period, its annual common-to-all revenue requirement during the Rate Period will go up or down as DWSD's annual common-to-all budget goes up or down.
- Differences between the projected revenue requirement for a rate year and the actual revenue requirement for that year may be made up by adjusting revenue requirements in one or more subsequent rate years. This will be an annual Board policy decision based on the Board's current financial plan.
  - However, differences between the amounts of bad debt estimated in the budget and actual bad debt will be incorporated into the revenue requirement for a subsequent rate year to insure that revenue shortfalls due to nonpayment of sewer charges are recovered.
- The rate protocols used to calculate Shares will not be changed during a Rate Period.
- Changes in Shares will be adjusted during the Rate Period only to the extent that the Steering Committee approves interim adjustments.
  - If, during a Rate Period, a customer demonstrates to the satisfaction of the Steering Committee that its flows will or have changed materially during that Rate Period, the Steering Committee will recommend to the Board adjustments to all customers' Shares during that Rate Period. Exhibit 2 is the process for reviewing and acting on requests for changes in shares.
    - In a similar fashion, if there is a reason to change the allocation of CSO/wet weather costs, DWSD and its customers will engage in a process to reallocate.

- During the Rate Period, meters will continue to be maintained, meter data will continue to be collected, and the data will be monitored at least annually for any apparent permanent trends in relative shares.
- Before the beginning of a Rate Period, customer Shares will be updated as necessary to take into consideration any changes in relative shares among customers during the immediately preceding Rate Period.
- Each customer's share of the system revenue requirement will be billed in monthly installments.
  - The default approach will be 12 equal installments, but winter and summer seasonal factors will be developed at customer request.
- The current "Look Back" process will not be continued after FY 2013-14.

Exhibit 1 sets forth the Base Shares for Detroit retail and all wholesale customers.

(c) Simplified Calculation of "Suburban Common-to-All Revenue Requirements

Costs for metering and customer outreach are allocated only to suburban wholesale customers based on relative flow. The relative flow percentages for each suburban wholesale customer are set forth in Exhibit 1. All other provisions of rate simplification for common-to-all revenue shall apply to these costs as well.

(d) Allocation of CSO Costs

There will be no change in the allocation of costs associated with DWSD's CSO program. The CSO allocation shares are set forth in Exhibit 1.

(e) Simplified Flow Balancing

Over half of the flow reaching the Wastewater Treatment Plant is not measured through customer wastewater billing meters and, therefore, is not directly attributable to any specific customer based on wastewater billing meter data. The flows originating within Detroit come from unmetered retail customers. The local sewer systems in Highland Park, Hamtramck, parts of Dearborn are interconnected with Detroit's system or are otherwise unmetered, preventing customer-specific metering of those flows. Finally downstream from customer billing meters there is infiltration and in-flow (I/I) into the shared trunk and interceptor sewers that is unmetered in terms of contributions from specific customers.

DWSD and its customers developed procedures to estimate these unmetered flows and to remove from the rate allocation process some flows that do not reach the wastewater treatment plant. The practical net effect of this allocation process is to attribute some unmetered flow to Detroit, Highland Park and Hamtramck and several small wholesale customers (collectively "Detroit+ Flow"), and to attribute the balance of the unmetered flow ("Common Flow"), to all customers pro rata.

**To simplify the allocation of unmetered flows, the Group recommends:**

- Common Flow (aka the "Z Factor") as an average percentage of total flow will be estimated based on a review of historical data. For the first Rate Period, the Z Factor will be calculated as the average Z Factor in effect during for FY 2007-08 through FY 2011-12.
- Common Flow will be excluded when computing Shares.
- Shares will be computed as fractions of the sum of billing meter flows plus Detroit+ Flow.
- Detroit+ Flow will be allocated among Detroit, Hamtramck, Highland Park and all other unmetered customers based on estimated retail water sales or some other basis as determined by DWSD.

(f) Simplified Estimates of Cost Pools

DWSD's costs are accumulated into several cost pools reflecting costs for certain types of wastewater services because use of these services varies by customer class (Detroit retail specific, suburban wholesale specific, industrial specific, CSO-related, sanitary and stormwater).

It has been challenging to accurately accumulate many of DWSD's non-capital costs into distinct cost pools.

As DWSD implements new finance and accounting systems, accurate cost accumulation should improve.

**To simplify the development of cost pools, the Group recommends:**

- For the first Rate Period, cost pools will be based on the best estimate of relative cost pools for FYFY 2015 to FY 2017 3-14. The common-to-all costs is comprised on a flow-based sub-pool for those common-to-all costs that vary with flow and a strength of flow-based cost pool for those common-to-all costs that vary with both flow and strength of flow. For the common-to-all cost pool, 47% of these costs will be attributed to the flow-based common-to-all cost sub-pool and 53% will be attributed to the strength of flow common-to-all cost sub-pool.
- CSO-related costs that will be allocated on the 83%/17% Detroit/suburban wholesale split shall be budgeted and tracked as accurately as possible
- At the end of the first Rate Period, the quality of DWSD cost accounting will be evaluated with the objective of revisiting the best method to allocate costs to the cost pools for rate setting purposes.
- Capital revenue requirements will continue to be assigned to cost pools based on DWSD's fixed asset records.

(g) Rate Simplification Pro Forma



Exhibit 3, The Foster Group, Memorandum, Rate Simplification Pro Forma (November 22, 2013) sets forth the hypothetical calculations of how the rate simplification recommendations would have been applied to the projected FY 2013-14 revenue requirements had the Base Shares set forth in Exhibit 1 been in effect.

### 3. Activities to Insure the Accuracy of Flow and Cost Data

#### (a) Flows

Presently the Flow Monitoring Task Force is charged with overseeing the accuracy of meters and data validation. This activity will continue as before. A stronger emphasis will be placed on determining whether any customer's underlying flow characteristics have changed (as distinguished from normal variations due to climatological conditions). The rate simplification approach will reduce the level of effort for activities related to cost allocation (e.g., flow balance) and may permit a reduction in the amount or frequency of data validation activities.

Data verification will be performed annually.

While a detailed cost allocation procedure will not be performed annually, DWSD and the wholesale customers will develop flow-based measure(s) to compare how annual shares track against the historical average being used for the Rate Period. If a significant trend is found, communication to all customers for future rate planning will occur.

As the rate simplification process was nearing completion, the Detroit retail representatives requested a further evaluation of strength of non-sanitary flow. This topic will be given further study during the initial Rate Period with the results incorporated in the allocation for the next Rate Period as appropriate.

#### (b) Costs

The tracking of costs by cost center and customer class is an activity that has been challenging. DWSD has several initiatives underway to improve cost tracking and allocation for a variety of management purposes, not only rate setting. DWSD is committed to continue these efforts as part of its overall program to improvement financial planning and accounting. The proposal to simplify the allocation of cost pools should help streamline this effort.

There are a number of open issues related to the accounting for or classification of certain costs:

- Customer outreach costs,
- Customer connect interceptor costs, and
- Classification of capital assets to customer classes.

Resolution of these issues will not affect or be affected by the above rate simplification recommendations. Efforts to resolve these issues will continue as part of ongoing rate committee activities.

FIGURE 1

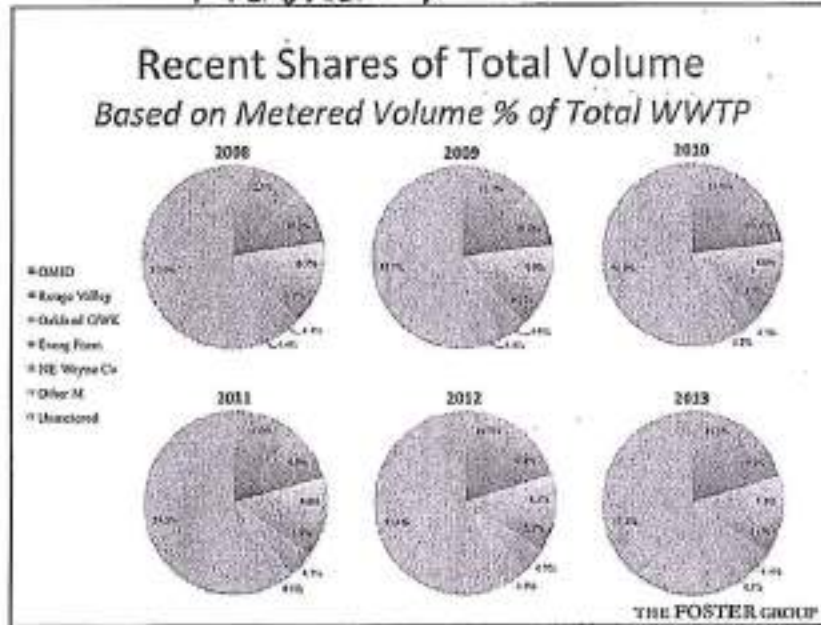


FIGURE 2

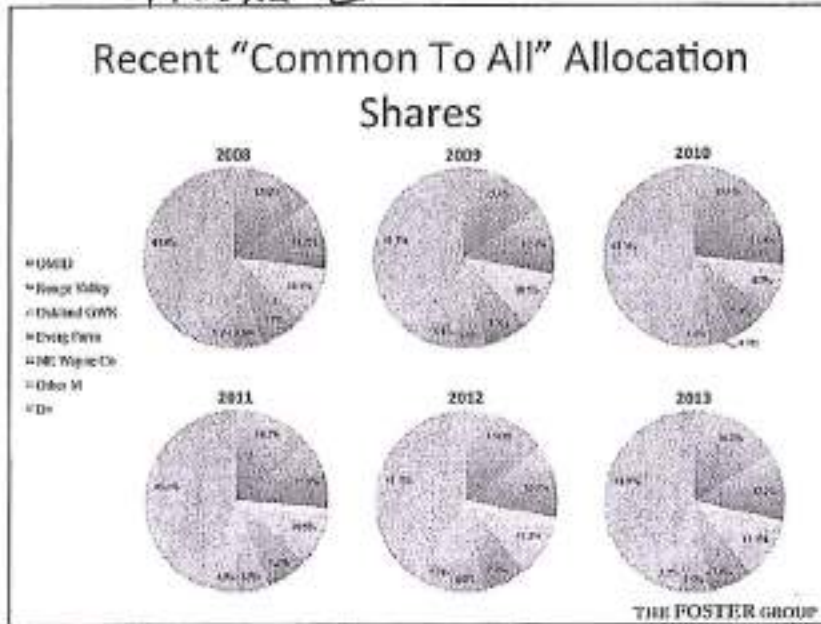


EXHIBIT E

ATTACHMENT 1

EXHIBIT 1

INITIAL RATE PERIOD SHARES



## THE FOSTER GROUP

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### MEMORANDUM

Initial Rate Period SHARES

November 22, 2013

*Updated February 7, 2014*

To: Sue McCormick, Nickie Bateson

From: Bart Foster

The intent of this memorandum is to provide final recommendations regarding the SHARES by which to allocate costs to customers and compute recommended FY 2014-15 sewer rates under the Rate Simplification Proposal. It is our understanding that all of the major county districts (and a few individual community customers) have reviewed and approved these SHARES, and that processes are in place for review with representatives other suburban customers. Under the terms of the Rate Simplification Proposal, these SHARES will be used to allocate "common-to-all" costs to customers, and (absent changes for extraordinary events<sup>1</sup>) will remain constant for the initial Rate Period, which includes FY 2015-16 and FY 2016-17.

The Look-Back Committee has deliberated on this topic for close to a year, and there are numerous documents that have been produced regarding this matter. All of these documents are published on the DWSD portal, many of which are incorporated by reference into this recommendation.

*Subsequent to initial publishing of this document, additional data emerged for two communities that resulted in revised SHARE calculations. This memorandum, including the accompanying exhibits, has been edited to reflect the revised calculations, which were finalized in February 2014 and produced the sewer rates that were subsequently approved by the Board of Water Commissioners.*

#### Background and General Philosophy

The DWSD Sewer Rate Methodology has always allocated revenue requirements to customers based on a cost of service principles. The traditional methodology is designed to proportionally allocate cost responsibility, based fundamentally on the wastewater volumes (flows) contributed by each customer. Over the years the basic methodology was modified to also reflect the type of flow that was contributed (dry weather vs. wet weather, sanitary vs. infiltration, etc.) and the relative pollutant loadings of each type of flow. These elements

<sup>1</sup> The Rate Simplification Proposal lays out a specific process by which customers can seek modifications to SHARES within a Rate Period, which requires demonstration of a material change to the Steering Committee.



Initial Rate Period SHARES  
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were introduced to reflect the varying treatment costs associated with different types of wastewater contributions. In recent years the technical efforts to analyze and determine flows have grown increasingly complex, yet the overall relative cost responsibility for each customer did not materially change from year to year.

The core philosophy toward implementing the Rate Simplification Proposal centers around its first initiative: "*Simplified Calculation of SHARES*". This premise focuses on establishing simplified SHARES by which to assign the portion of the DWSD revenue requirement that is to be allocated as "common to all" customers. Initial efforts towards determining such SHARES focused on reviewing each customer's relative share actually experienced in recent years, and using a historical average of these individual annual amounts to use for future rate calculations. The individual SHARES would be locked in for a designated, multi-year Rate Period.

As the Committee's deliberations progressed, it became apparent that the quality of recent data did not adequately support a direct application of unadjusted "historical average" share calculations. The Committee concluded that the increased complexity of flow balancing efforts was not providing the level of precision and confidence that it was intended to produce on the relative flows by source, and therefore customers. In part, the old approach relied on imprecise definitions of "dry days" and "wet days" to attempt to assign flow types, which led to confusing conclusions. More pertinently, it became apparent that the existing flow balance protocols for allocating contributed flow volumes to sanitary and non-sanitary sources dramatically overstated the sanitary portion, and understated the non-sanitary portion. As these relative flow types have a material impact on cost allocation, the Committee concluded that historical data produced from the existing flow balance efforts did not produce reliable historical averages to use for future rates. This realization launched the emergence of the second Rate Simplification initiative: "*Simplified Flow Balancing*".

The premise of simplified flow balancing involves estimating the level of total flow contributed to the wastewater treatment plant that is reasonably considered "common", and therefore the responsibility of all customers, and remove it from the flow balance equation<sup>2</sup>. This common flow was defined as "Z" and it is estimated by establishing a "Z Factor" reflecting the relative percentage of total WWTP flow that is to be considered "common".

The simplified approach eliminates:

- The need to separate dry weather and wet weather flows; and therefore the need to apply individual overflow credits to individual customer's wet weather flow amounts;
- The prior approach's attempts to assign extraneous "common" DWII flows to individual customers.

<sup>2</sup> Basically, Z is removed from the allocation "pie" and is discarded for purposes of computing SHARES. Since all customers would basically be allocated a proportional allocation of "Z" there is no need to include this element in SHARE calculations, as relative SHARES would not change.



7.A.a

Attachment: Wastewater Disposal Services Contract (1703 : Consideration to Approve Detroit Water and

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Rather, the new simplified flow balance approach consists of:

- Starting with overall reported WWTP flow (**W**);
- Subtracting the “Common” flow (**Z**) based on the agreed to Z Factor;
- Subtracting the metered flow (**M**) from the metered customer communities. *The metered flow for these communities now becomes their total allocation volume, and does not need to be adjusted in any manner.*
- The remaining flow is allocated to the unmetered communities (primarily Detroit), who are collectively referred to as **D+** for purposes of the Rate Simplification Proposal.

The final aspect of the new approach is to assign individual community flows to sanitary and non-sanitary portions, so that relative pollutant loadings can be computed to reflect the strength of flow concept in the cost allocation methodology. The Committee, through the Flow Balance Task Force, collected and reviewed substantial amounts of data to achieve a better understanding of the relative sanitary flows within each community. The protocol that emerged was to estimate each community’s sanitary flows based on reported water sales during a “winter quarter” – so as to eliminate high season water use from the equation.

The simplified flow balance approach was utilized to produce alternative historical data points and individual annual shares. Several approaches for applying these two initiatives to recent data were developed and reviewed by the Committee. The recommendation that has emerged for determining initial Rate Period SHARES is summarized below, described herein, and illustrated in the exhibits accompanying this memorandum.

**Major Customer SHARES**

So as to avoid anomalies associated with smaller customers, the Committee initially focused on “major” customer classifications in evaluating SHARES. The SHARES that emerged are summarized below.

Customer Classification	SHARES (%)
D+	42.5%
OMID	16.2%
Rouge Valley	12.7%
Oakland GWK	10.4%
Evergreen Farmington	7.4%
NE Wayne Co	5.5%
Other Metered	5.3%

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These SHARES were determined utilizing the a three step approach:

Step 1 – Determine a reasonable estimate for historical “Z” factor using the old flow balance protocol, but recognizing new understandings regarding “best available data”. (*see pages 2 through 4*)

Step 2 – Apply the historical “Z” factor to the historical data set, using the new Simplified Flow Balancing protocol to determine effective annual Shares for each major customer for each year from FY 2007-08 through FY 2011-12<sup>3</sup>. (*see pages 5 through 7*).

Step 3 – Establish the initial Rate Period SHARES as the average of the annual shares for the five-year period, (*see page 8*)

Specifics regarding the calculations conducted for each of these steps are noted below.

Step 1 – Determine Historical Z

- Start by accumulating the flow data that was used in the LBA calculations for each year in the study period.
- Adjust these data points to reflect “best available data”, including:
  - Remove the effects of “Rate Model Averaging” from the data. *Certain of the original data points were 5-year averages of DWII and wet weather volumes. The Committee believed that eliminating this approach from the data set would produce a better depiction of annual data points.*
  - Revise the originally reported WWTP flow downward by 12 mgd to reflect revised estimates of recycle flow.
  - Estimate the impact of the prior bullet on the original flow balance, and reflect accordingly. *This effectively changes the DWII allocated to the D+ class.*
  - Rebalance the sanitary / non-sanitary allocations of each communities resulting flow based on the findings of the FBTF.
  - Apply the newest estimated overflow credit of 15% to all years in the period. (*Original data points were 30.8% through FY 2010-11*)
- Re-compute “allocation volumes” for M and D+ using these revised data points.
- Subtract M and D+ from W to result in Z.
- Compute effective annual Z Factors and a weighted average Z factor for the 5-year period, which equals 14.87%.

<sup>3</sup> This period was selected because it aligned with the “5-Year LBA” period that the LBA Committee was originally formulated to address. While the Committee also review data for prior periods and preliminary data for FY 2012-13, those periods were not included in the historical averages as the prior periods had not received as much scrutiny and the data for FY 2012-13 is unaudited and/or incomplete.

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Step 2 – Compute Annual Shares Under Simplified Protocol

- Rebuild allocation volumes using the new protocol
  - For M class, simply equals metered volume, unadjusted
  - Apply average Z Factor of 14.87% to reported (and adjusted) W (WWTP volume) for each year.
  - D+ then equals  $W - M - Z$
- Allocate total allocation volumes into sanitary and non-sanitary portions based on the findings of the FBTF
- Allocate relative pollutant loadings to each customer, maintaining the assumption that non-sanitary flows are 1/3<sup>rd</sup> the relative strength of sanitary flows
- Compute individual customer volume and pollutant shares
- Apply relative flow/pollutant CTA revenue requirement split to arrive at annual shares for each customer.

Step 3 – Establish Initial Rate Period SHARES

- Simply compute an average of the five individual annual shares.

**Small Customer SHARES**

Once the Committee achieved consensus on the SHARES for large, major customers, analyses were conducted to assess the applicability of this approach for smaller customers. In effect there are two separate sets of “small” customers – those with metered wastewater that make up the “other metered” major class discussed above, and those that do not have metered connections that are included in the D+ class above. It was acknowledged that relatively minor change in absolute shares could have an absolute dollar impact that would not be material to a large customer, but that could significantly impact smaller customers. Also, there was some concern that the underlying data (such as the estimates of sanitary volumes) may not have been as thoroughly vetted as that for the larger customers.

Several alternative approaches for small customer SHARES were explored, discussed, and analyzed. The Committee concluded that the most prudent approach was to:

- Treat the “small” metered communities in the same manner as the major metered class. *(see pages 9 and 10)*
  - *Uniformity in approach was a priority amongst the Committee.*
- Treat all of the D+ communities as a singular class, and establish SHARES that change uniformly from existing shares.
  - *Recognizes that much of the data for the small D+ customers is difficult to differentiate from Detroit – thus the original grouping.*

As we reviewed the resulting small customer SHARES, it became evident that two modifications to this general approach were appropriate:



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- The two metered Dearborn districts were consolidated into a single SHARE.
  - *Reflects the difficulty in aligning water use (used to assign sanitary flows) within the Dearborn service area.*
  - *Reflects Dearborn's signaled desire to consolidate several of their districts anyway.*
  - *SHAREs for Dearborn were reviewed and modified after the original publication of this memorandum.*
- Grosse Pointe Farms was removed from the D+ class and effectively treated as an anomaly in the M class.
  - Grosse Pointe Farms was unmetered for a large portion of the historical data period, but became metered during FY 2011-12.
  - *The initial Grosse Pointe Farms SHARE was reviewed and modified after the original publication of this memorandum.*

The Committee recognizes that many of the "small" customers have not been actively involved in the deliberative process and established a process by which to invite their review and input prior to finalizing initial Rate Period SHARES. *This process resulted in the modifications for Dearborn and Grosse Pointe Farms noted above.*

#### Summary

Recommended Initial Rate Period SHARES for all customers are set forth on Page 1 of the attached exhibits. *These SHAREs were utilized to development of the FY 2014-15 sewer rates and the accompanying aspects of the Rate Simplification Proposal.*

We are available to discuss this matter at your convenience.



## Sewer Rate Simplification - Summary Initial Rate Period SHARES

	(1)	(2)	(3)	(4)
	<u>Status Quo</u>	<u>Recommend</u>	<u>Relative Chg</u>	<u>Relative % Chg</u>
	<i>FY 2014 Rates</i>	<i>Simplified Avg</i>	<i>(2) - (1)</i>	<i>(3) / (1)</i>
<u>Major County Systems</u>				
OMID	16.305%	16.183%	-0.122%	-0.7%
Rouge Valley	13.321%	12.693%	-0.628%	-4.7%
Oakland GWK	10.608%	10.428%	-0.180%	-1.7%
Evergreen Farmington	7.952%	7.393%	-0.559%	-7.0%
NE Wayne Co	5.553%	5.501%	-0.052%	-0.9%
Subtotal	53.739%	52.198%	-1.541%	-2.9%
<u>Other Metered Customers</u>				
Allen Park	0.146%	0.154%	0.008%	5.5%
Center Line	0.229%	0.212%	-0.017%	-7.4%
Dearborn East & West	3.763%	4.015%	0.252%	6.7%
Farmington	0.252%	0.254%	0.002%	0.8%
Grosse Pointe Park	0.346%	0.374%	0.028%	8.1%
Melvindale	0.332%	0.316%	-0.016%	-4.8%
M <sup>8</sup> Subtotal	5.068%	5.325%	0.257%	5.1%
<i>Grosse Pointe Farms</i>	0.677%	0.566%	-0.111%	-16.4%
M <sup>9</sup> Total	5.745%	5.891%	0.146%	2.5%
M Total	59.484%	58.089%	-1.395%	-2.3%
<u>D+ Customers</u>				
Dearborn E. (Storm Only)	0.061%	0.063%	0.002%	3.3%
Dearborn N.E.	0.310%	0.321%	0.011%	3.5%
Grosse Pointe	0.186%	0.192%	0.006%	3.2%
Hamtramck	0.778%	0.805%	0.027%	3.5%
Harper Woods	0.052%	0.054%	0.002%	3.8%
Highland Park	1.096%	1.134%	0.038%	3.5%
<i>Small Districts</i>	0.053%	0.055%	0.002%	3.8%
Detroit	37.980%	39.287%	1.307%	3.4%
D+ Subtotal	40.516%	41.911%	1.395%	3.4%
TOTAL SHARES	100.000%	100.000%	0.000%	0.0%

Sewer Rate Simplification - Summary of Recommended SHARES  
Including Supporting Cost Pool Shares

	(1)	(2) <u>Share Details</u>		(4)
	<u>SHARE</u>	<u>Flow</u>	<u>Pollutants</u>	<u>Suburban Wholesale Only</u>
	- (2) & (3)			~ (2)
<u>Metered Customers</u>				
OMID	16.18%	14.28%	17.50%	24.90%
Rouge Valley	12.69%	11.90%	13.24%	20.75%
Oakland GWK	10.43%	10.17%	10.60%	17.73%
Evergreen Farmington	7.39%	6.86%	7.76%	11.96%
NE Wayne Co	5.50%	5.43%	5.54%	9.47%
Allen Park	0.15%	0.14%	0.16%	0.24%
Center Line	0.21%	0.19%	0.23%	0.33%
Dearborn East & West	4.02%	3.86%	4.12%	6.73%
Farmington	0.25%	0.24%	0.26%	0.41%
Grosse Pointe Parc	0.37%	0.36%	0.39%	0.62%
Melvindale	0.32%	0.29%	0.33%	0.51%
<i>Grosse Pointe Farms</i>	0.57%	0.59%	0.55%	1.03%
<b>M Total</b>	<b>58.09%</b>	<b>54.31%</b>	<b>60.68%</b>	<b>94.69%</b>
<u>Detroit + Unmetered</u>				
Dearborn E. (Storm Only)	0.06%	0.09%	0.05%	0.15%
Dearborn N.E.	0.32%	0.41%	0.32%	0.71%
Grosse Pointe	0.19%	0.23%	0.21%	0.40%
Hamtramck	0.81%	1.03%	0.84%	1.80%
Harper Woods	0.05%	0.06%	0.06%	0.11%
Highland Park	1.13%	1.18%	1.07%	2.06%
Small Districts	0.06%	0.05%	0.05%	0.08%
Detroit	39.29%	42.65%	36.73%	
<b>D+ Total</b>	<b>41.91%</b>	<b>45.69%</b>	<b>39.32%</b>	<b>5.31%</b>
<b>Total</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>
<i>Suburbs in D+</i>	<i>2.62%</i>	<i>3.04%</i>	<i>2.59%</i>	<i>5.31%</i>
<i>Detroit</i>	<i>39.29%</i>	<i>42.65%</i>	<i>36.73%</i>	<i>0.00%</i>

**Sewer Rate Simplification - Sample Share Calculations**  
*Historical Data Points Modified for Original WWTP Vols, New Recycle Flow Estimates*  
*Flow Balance Task Force Recommendations and Related "Best Available" Data*

	Historical Data				
	2008	2009	2010	2011	2012
	<i>Mcf</i>	<i>Mcf</i>	<i>Mcf</i>	<i>Mcf</i>	<i>Mcf</i>
<b>Metered Flow</b>					
OMID	4,103,454	4,491,406	3,907,695	3,799,596	3,727,240
Rouge Valley	3,382,764	3,671,128	3,041,654	3,363,061	3,269,196
Oakland GWK	2,883,453	3,188,621	2,404,934	2,958,988	2,891,656
Evergreen Farmington	2,042,275	2,154,256	1,725,742	1,872,225	1,851,461
NE Wayne Co	1,422,601	1,698,509	1,296,673	1,611,703	1,618,773
Other Metered	1,471,581	1,554,845	1,275,774	1,404,618	1,430,021
<b>M Total</b>	<b>15,306,127</b>	<b>16,758,765</b>	<b>13,652,472</b>	<b>15,010,191</b>	<b>14,788,347</b>
Balance - (D+ + Z)	17,341,335	18,107,794	15,947,075	18,880,501	19,364,359
<b>Total WWTP Flow</b>	<b>32,647,463</b>	<b>34,866,560</b>	<b>29,599,546</b>	<b>33,890,692</b>	<b>34,152,706</b>
<i>M% of Total</i>	<i>46.9%</i>	<i>48.1%</i>	<i>46.1%</i>	<i>44.3%</i>	<i>43.3%</i>
<b>Allocation Volume</b>					
<b>Sanitary Volume</b>					
OMID	2,225,973	2,225,973	2,225,973	2,225,973	2,225,973
Rouge Valley	1,528,344	1,528,344	1,528,344	1,528,344	1,528,344
Oakland GWK	1,132,238	1,132,238	1,132,238	1,132,238	1,132,238
Evergreen Farmington	911,944	911,944	911,944	911,944	911,944
NE Wayne Co	577,355	577,355	577,355	577,355	577,355
Other Metered	672,431	672,431	672,431	672,431	672,431
<b>M Total</b>	<b>7,048,284</b>	<b>7,048,284</b>	<b>7,048,284</b>	<b>7,048,284</b>	<b>7,048,284</b>
<b>D+</b>	<b>3,186,963</b>	<b>3,186,963</b>	<b>3,186,963</b>	<b>3,186,963</b>	<b>3,186,963</b>
Subtotal Allo Volume	10,235,247	10,235,247	10,235,247	10,235,247	10,235,247
System "Z" Volume	0	0	0	0	0
<b>Total</b>	<b>10,235,247</b>	<b>10,235,247</b>	<b>10,235,247</b>	<b>10,235,247</b>	<b>10,235,247</b>
<b>Local DWII</b>					
OMID	1,340,329	1,707,547	1,565,674	1,211,546	1,139,190
Rouge Valley	1,083,730	1,056,230	1,036,517	1,044,697	950,832
Oakland GWK	807,242	835,865	742,368	687,017	619,685
Evergreen Farmington	607,687	600,969	602,234	647,286	626,522
NE Wayne Co	414,867	414,573	378,019	360,477	367,547
Other Metered	359,806	345,644	325,348	302,965	329,424
<b>M Total</b>	<b>4,613,662</b>	<b>4,960,828</b>	<b>4,650,161</b>	<b>4,253,988</b>	<b>4,033,200</b>
<b>D+</b>	<b>5,277,929</b>	<b>5,266,190</b>	<b>5,513,446</b>	<b>5,329,958</b>	<b>5,696,933</b>
Subtotal Allo Volume	9,891,591	10,227,018	10,163,607	9,583,945	9,730,133
System "Z" Volume	0	0	0	0	0
<b>Total</b>	<b>9,891,591</b>	<b>10,227,018</b>	<b>10,163,607</b>	<b>9,583,945</b>	<b>9,730,133</b>



**Sewer Rate Simplification - Sample Share Calculations**  
*Historical Data Points Modified for Original WWTP Vols, New Recycle Flow Estimates*  
*Flow Balance Task Force Recommendations and Related "Best Available" Data*

	Historical Data				
	2008 <i>Mcf</i>	2009 <i>Mcf</i>	2010 <i>Mcf</i>	2011 <i>Mcf</i>	2012 <i>Mcf</i>
<u>System DWII</u>					
OMID	0	0	0	0	0
Rouge Valley	0	0	0	0	0
Oakland GWK	53,701	55,016	57,283	56,385	63,697
Evergreen Farmington	92,911	94,929	96,931	79,665	89,996
NE Wayne Co	21,388	21,680	20,856	6,357	7,181
Other Metered	9,499	9,729	10,112	9,808	11,079
<b>M Total</b>	177,499	181,354	185,182	152,215	171,953
D+	1,207,529	1,237,000	1,287,187	1,271,157	1,430,803
Subtotal Allo Volume	1,385,028	1,418,354	1,472,369	1,423,372	1,602,756
System "Z" Volume	4,549,636	5,460,328	2,578,994	6,007,989	5,968,573
<b>Total</b>	5,934,663	6,878,683	4,051,363	7,431,361	7,571,329
<u>Wet Weather Flow</u>					
OMID	537,152	557,886	116,048	362,077	362,077
Rouge Valley	770,690	1,086,534	476,793	790,020	790,020
Oakland GWK	943,973	1,220,518	530,328	1,139,733	1,139,733
Evergreen Farmington	522,644	641,344	211,564	312,996	312,996
NE Wayne Co	430,379	706,582	341,299	673,872	673,872
Other Metered	439,344	536,770	277,995	429,222	428,165
<b>M Total</b>	3,644,182	4,749,653	1,954,026	3,707,920	3,706,863
D+	4,104,008	4,104,008	4,104,008	4,104,008	4,076,662
Subtotal Allo Volume	7,748,190	8,853,661	6,058,034	7,811,928	7,783,526
System "Z" Volume	0	0	0	0	0
<b>Total</b>	7,748,190	8,853,661	6,058,034	7,811,928	7,783,526
Overflow Credit	15.0%	15.0%	15.0%	15.0%	15.0%
<u>Net Wet Weather Flow</u>					
OMID	456,579	474,203	98,640	307,766	307,766
Rouge Valley	655,087	923,571	405,274	671,517	671,517
Oakland GWK	802,377	1,037,441	450,779	968,773	968,773
Evergreen Farmington	444,247	545,142	179,830	266,046	266,046
NE Wayne Co	365,822	600,594	290,104	572,791	572,791
Other Metered	373,442	456,254	236,296	364,839	363,941
<b>M Total</b>	3,097,554	4,037,205	1,660,922	3,151,732	3,150,834
D+	3,488,407	3,488,407	3,488,407	3,488,407	3,465,163
Subtotal Allo Volume	6,585,961	7,525,612	5,149,329	6,640,139	6,615,997
System "Z" Volume	0	0	0	0	0
<b>Total</b>	6,585,961	7,525,612	5,149,329	6,640,139	6,615,997



Sewer Rate Simplification - Sample Share Calculations  
*Historical Data Points Modified for Original WWTP Vols, New Recycle Flow Estimates  
 Flow Balance Task Force Recommendations and Related "Best Available" Data*

	Historical Data				
	2008 <i>Mcf</i>	2009 <i>Mcf</i>	2010 <i>Mcf</i>	2011 <i>Mcf</i>	2012 <i>Mcf</i>
<b>Subtotal Non-Sanitary</b>					
OMID	1,796,908	2,181,750	1,664,315	1,519,312	1,446,955
Rouge Valley	1,738,817	1,979,801	1,441,791	1,716,214	1,622,349
Oakland GWK	1,663,320	1,928,321	1,250,429	1,712,175	1,652,155
Evergreen Farmington	1,144,845	1,241,040	878,995	992,997	982,564
NE Wayne Co	802,078	1,036,847	688,980	939,624	947,519
Other Metered	742,748	811,628	571,756	677,611	704,444
<b>M Total</b>	7,888,715	9,179,387	6,496,266	7,557,934	7,355,987
D+	9,973,865	9,991,597	10,289,039	10,089,522	10,592,899
<b>Subtotal Allo Volume</b>	17,862,580	19,170,985	16,785,305	17,647,456	17,948,886
System "Z" Volume	4,549,636	5,460,328	2,578,994	6,007,989	5,968,573
<b>Total</b>	22,412,216	24,631,313	19,364,299	23,655,445	23,917,459
<b>Total Allocation Volume</b>					
OMID	4,022,881	4,407,723	3,890,287	3,745,285	3,672,928
Rouge Valley	3,267,160	3,508,145	2,970,135	3,244,558	3,150,693
Oakland GWK	2,795,558	3,060,559	2,382,667	2,844,413	2,784,393
Evergreen Farmington	2,056,789	2,152,983	1,790,939	1,904,941	1,894,508
NE Wayne Co	1,379,432	1,614,202	1,266,334	1,516,979	1,524,873
Other Metered	1,415,179	1,484,059	1,244,187	1,350,042	1,376,875
<b>M Total</b>	14,936,999	16,227,671	13,544,550	14,606,218	14,404,271
D+	13,160,828	13,178,560	13,476,002	13,276,485	13,779,862
<b>Subtotal Allo Volume</b>	28,097,827	29,406,232	27,020,552	27,882,703	28,184,133
System "Z" Volume	4,549,636	5,460,328	2,578,994	6,007,989	5,968,573
<b>Total</b>	32,647,463	34,866,560	29,599,546	33,890,692	34,152,706
<i>Effective "Z"</i>	13.9%	15.7%	8.7%	17.7%	17.5%
Weighted 5-year average Effective "Z"					14.87%

Sewer Rate Simplification - Sample Share Calculations  
*Alternative LBA SHARE Calculations Modified for Simplified Approach*  
 (Flows in Mcf, Loadings in lbs) \*\* Z = 14.87%

	Look-Back Data				
	2008	2009	2010	2011	2012
CTA Rev Req't	270,367,870	282,307,711	262,509,268	324,651,788	328,280,488
<u>CTA Revenue Req't Split</u>					
Volume	35.8%	42.1%	36.0%	42.6%	45.9%
Strength	64.2%	57.9%	64.0%	57.4%	54.1%
TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%
<u>Metered Flow</u>					
OMID	4,103,454	4,491,406	3,907,695	3,799,596	3,727,240
Rouge Valley	3,382,764	3,671,128	3,041,654	3,363,061	3,269,196
Oakland GWK	2,883,453	3,188,621	2,404,934	2,958,988	2,891,656
Evergreen Farmington	2,042,275	2,154,256	1,725,742	1,872,225	1,851,461
NE Wayne Co	1,422,601	1,698,509	1,296,673	1,611,703	1,618,773
Other Metered	1,471,581	1,554,845	1,275,774	1,404,618	1,430,021
M Total	15,306,127	16,758,765	13,652,472	15,010,191	14,788,347
Balance = (D+ + Z)	17,341,335	18,107,794	15,947,075	18,880,501	19,364,359
<b>Total</b>	<b>32,647,463</b>	<b>34,866,560</b>	<b>29,599,546</b>	<b>33,890,692</b>	<b>34,152,706</b>
M% of Total	46.9%	48.1%	46.1%	44.3%	43.3%
<u>Allocation Volume</u>					
<u>Sanitary Volume</u>					
OMID	2,225,973	2,225,973	2,225,973	2,225,973	2,225,973
Rouge Valley	1,528,344	1,528,344	1,528,344	1,528,344	1,528,344
Oakland GWK	1,132,238	1,132,238	1,132,238	1,132,238	1,132,238
Evergreen Farmington	911,944	911,944	911,944	911,944	911,944
NE Wayne Co	577,355	577,355	577,355	577,355	577,355
Other Metered	615,385	615,385	615,385	615,385	615,385
M Total	6,991,238	6,991,238	6,991,238	6,991,238	6,991,238
D+	3,139,007	3,139,007	3,139,007	3,139,007	3,139,007
Subtotal Allo Volume	10,130,245	10,130,245	10,130,245	10,130,245	10,130,245
System "Z" Volume	0	0	0	0	0
<b>Total</b>	<b>10,130,245</b>	<b>10,130,245</b>	<b>10,130,245</b>	<b>10,130,245</b>	<b>10,130,245</b>
<u>Non-Sanitary</u>					
OMID	1,877,481	2,265,433	1,681,722	1,573,624	1,501,267
Rouge Valley	1,854,420	2,142,784	1,513,310	1,834,717	1,740,852
Oakland GWK	1,751,215	2,056,383	1,272,696	1,826,750	1,759,418
Evergreen Farmington	1,130,331	1,242,313	813,798	960,281	939,517
NE Wayne Co	845,246	1,121,154	719,318	1,034,348	1,041,418
Other Metered	856,196	939,460	660,389	789,233	814,636
M Total	8,314,889	9,767,527	6,661,233	8,018,953	7,797,109
D+	9,346,345	9,782,735	8,405,431	10,700,592	11,145,479
Subtotal Allo Volume	17,661,234	19,550,263	15,066,665	18,719,545	18,942,587
System "Z" Volume **	4,855,984	5,186,052	4,402,637	5,040,902	5,079,873
<b>Total</b>	<b>22,517,218</b>	<b>24,736,315</b>	<b>19,469,301</b>	<b>23,760,447</b>	<b>24,022,461</b>

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THE FOSTER GROUP

2/7/14

Sewer Rate Simplification - Sample Share Calculations  
 Alternative LBA SHARE Calculations Modified for Simplified Approach  
 (Flows in Mcf, Loadings in lbs) \*\* Z = 14.87%

	Look-Back Data				
	2008	2009	2010	2011	2012
<b>Total Allocation Volume</b>					
OMID	4,103,454	4,491,406	3,907,695	3,799,596	3,727,240
Rouge Valley	3,382,764	3,671,128	3,041,654	3,363,061	3,269,196
Oakland GWK	2,883,453	3,188,621	2,404,934	2,958,988	2,891,656
Evergreen Farmington	2,042,275	2,154,256	1,725,742	1,872,225	1,851,461
NE Wayne Co	1,422,601	1,698,509	1,296,673	1,611,703	1,618,773
Other Metered	1,471,581	1,554,845	1,275,774	1,404,618	1,430,021
<b>M Total</b>	<b>15,306,127</b>	<b>16,758,765</b>	<b>13,652,472</b>	<b>15,010,191</b>	<b>14,788,347</b>
D+	12,485,352	12,921,742	11,544,438	13,839,599	14,284,485
Subtotal Allo Volume	27,791,479	29,680,508	25,196,910	28,849,790	29,072,832
System "Z" Volume	4,855,984	5,186,052	4,402,637	5,040,902	5,079,873
<b>Total</b>	<b>32,647,463</b>	<b>34,866,560</b>	<b>29,599,546</b>	<b>33,890,692</b>	<b>34,152,706</b>
<i>Effective "Z"</i>	<i>14.9%</i>	<i>14.9%</i>	<i>14.9%</i>	<i>14.9%</i>	<i>14.9%</i>
<b>Volume Allocation Shares</b>					
OMID	14.8%	15.1%	15.5%	13.2%	12.8%
Rouge Valley	12.2%	12.4%	12.1%	11.7%	11.2%
Oakland GWK	10.4%	10.7%	9.5%	10.3%	9.9%
Evergreen Farmington	7.3%	7.3%	6.8%	6.5%	6.4%
NE Wayne Co	5.1%	5.7%	5.1%	5.6%	5.6%
Other Metered	5.3%	5.2%	5.1%	4.9%	4.9%
<b>M Total</b>	<b>55.1%</b>	<b>56.5%</b>	<b>54.2%</b>	<b>52.0%</b>	<b>50.9%</b>
D+	44.9%	43.5%	45.8%	48.0%	49.1%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b>Loadings Allocation (BOD)</b>					
Total Loadings	239,742,200	236,396,400	239,268,900	154,896,900	141,046,400
Total Strength - mg/l	118	109	130	73	66
Non-San / San Ratio	33.3%	33.3%	33.3%	33.3%	33.3%
<b>Weighted Adj Influent Split</b>					
Sanitary	10,130,245	10,130,245	10,130,245	10,130,245	10,130,245
Non-Sanitary	7,504,989	8,244,614	6,489,118	7,919,357	8,006,686
<b>Total</b>	<b>17,635,234</b>	<b>18,374,859</b>	<b>16,619,363</b>	<b>18,049,602</b>	<b>18,136,931</b>
Sanitary %	57%	55%	61%	56%	56%
Non-Sanitary %	43%	45%	39%	44%	44%
Sanitary Loadings	137,715,625	130,327,720	145,845,094	86,935,078	78,780,394
Non-Sanitary Loadings	102,026,575	106,068,680	93,423,806	67,961,822	62,266,006
<b>Total Loadings</b>	<b>239,742,200</b>	<b>236,396,400</b>	<b>239,268,900</b>	<b>154,896,900</b>	<b>141,046,400</b>
Sanitary Strength	218	206	231	138	125
Non-Sanitary Strength	73	69	77	46	42
Allocated Strength	126	116	139	78	70
<b>Total Strength</b>	<b>118</b>	<b>109</b>	<b>130</b>	<b>73</b>	<b>66</b>



Sewer Rate Simplification - Sample Share Calculations  
*Alternative LBA SHARE Calculations Modified for Simplified Approach*  
 (Flows in Mcf, Loadings in lbs) \*\* Z = 14.87%

	Look-Back Data				
	2008	2009	2010	2011	2012
<b>Total Loadings (BOD)</b>					
OMID	38,767,944	38,351,725	40,117,094	23,603,732	21,202,108
Rouge Valley	29,179,537	28,850,667	29,265,207	18,363,669	16,397,823
Oakland GWK	23,327,047	23,384,195	22,407,880	14,941,605	13,365,529
Evergreen Farmington	17,519,001	17,059,350	17,034,275	10,572,744	9,527,179
NE Wayne Co	11,678,699	12,235,269	11,763,835	7,913,243	7,189,290
Other Metered	12,245,319	11,945,440	12,028,587	7,538,510	6,897,227
<b>M Total</b>	<b>132,717,548</b>	<b>131,826,645</b>	<b>132,616,878</b>	<b>82,933,503</b>	<b>74,579,156</b>
D+	85,021,961	82,332,097	85,525,888	57,544,946	53,300,257
Subtotal Allo Loadings	217,739,509	214,158,742	218,142,766	140,478,448	127,879,413
System "Z" Loadings	22,002,691	22,237,658	21,126,134	14,418,452	13,166,987
<b>Total</b>	<b>239,742,200</b>	<b>236,396,400</b>	<b>239,268,900</b>	<b>154,896,900</b>	<b>141,046,400</b>
<i>Effective "Z"</i>	9.2%	9.4%	8.8%	9.3%	9.3%
<b>Pollutant Allocation Shares</b>					
OMID	17.8%	17.9%	18.4%	16.8%	16.6%
Rouge Valley	13.4%	13.5%	13.4%	13.1%	12.8%
Oakland GWK	10.7%	10.9%	10.3%	10.6%	10.5%
Evergreen Farmington	8.0%	8.0%	7.8%	7.5%	7.5%
NE Wayne Co	5.4%	5.7%	5.4%	5.6%	5.6%
Other Metered	5.6%	5.6%	5.5%	5.4%	5.4%
<b>M Total</b>	<b>61.0%</b>	<b>61.6%</b>	<b>60.8%</b>	<b>59.0%</b>	<b>58.3%</b>
D+	39.0%	38.4%	39.2%	41.0%	41.7%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b>SHARES</b>					
OMID	16.7%	16.7%	17.4%	15.3%	14.9%
Rouge Valley	13.0%	13.0%	12.9%	12.5%	12.1%
Oakland GWK	10.6%	10.8%	10.0%	10.5%	10.2%
Evergreen Farmington	7.8%	7.7%	7.5%	7.1%	7.0%
NE Wayne Co	5.3%	5.7%	5.3%	5.6%	5.6%
Other Metered	5.5%	5.4%	5.4%	5.2%	5.2%
<b>M Total</b>	<b>58.8%</b>	<b>59.4%</b>	<b>58.4%</b>	<b>56.0%</b>	<b>54.9%</b>
D+	41.2%	40.6%	41.6%	44.0%	45.1%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>



## Sewer Rate Simplification - 5-Year Average Share Calculations

	Look-Back Data					5-Year Average
	2008	2009	2010	2011	2012	
OMID	16.7%	16.7%	17.4%	15.3%	14.9%	16.2%
Rouge Valley	13.0%	13.0%	12.9%	12.5%	12.1%	12.7%
Oakland GWK	10.6%	10.8%	10.0%	10.5%	10.2%	10.4%
Evergreen Farmington	7.8%	7.7%	7.5%	7.1%	7.0%	7.4%
NE Wayne Co	5.3%	5.7%	5.3%	5.6%	5.6%	5.5%
Other Metered	5.5%	5.4%	5.4%	5.2%	5.2%	5.3%
<b>M Total</b>	<u>58.8%</u>	<u>59.4%</u>	<u>58.4%</u>	<u>56.0%</u>	<u>54.9%</u>	<u>57.5%</u>
D+	<u>41.2%</u>	<u>40.6%</u>	<u>41.6%</u>	<u>44.0%</u>	<u>45.1%</u>	<u>42.5%</u>
<b>Total</b>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>

Sewer Rate Simplification - Sample Share Calculations  
*Alternative LBA SHARE Calculations Modified for Simplified Approach*  
*(Flows in Mcf, Loadings in lbs) \*\* Z = 14.87%*

	Look-Back Data				
	2008	2009	2010	2011	2012
<b>Unbundle Other METERED</b>					
<b>Metered Flow</b>					
Allen Park	38,220	39,252	34,382	42,616	41,950
Center Line	57,160	60,825	36,128	57,072	55,629
Dearborn East	507,432	529,147	480,415	489,313	486,046
Dearborn West	607,632	652,945	513,399	567,568	590,981
Farmington	68,050	75,344	57,180	71,087	64,081
Grosse Pointe Park	112,129	108,704	83,776	91,841	104,248
Melvindale	80,958	88,628	70,494	85,121	87,086
<b>M<sup>8</sup> Subtotal</b>	<b>1,471,581</b>	<b>1,554,845</b>	<b>1,275,774</b>	<b>1,404,618</b>	<b>1,430,021</b>
<b>Allocation Volume</b>					
<b>Sanitary Volume</b>					
Allen Park	20,115	20,115	20,115	20,115	20,115
Center Line	28,407	28,407	28,407	28,407	28,407
Dearborn East	240,100	240,100	240,100	240,100	240,100
Dearborn West	214,277	214,277	214,277	214,277	214,277
Farmington	30,272	30,272	30,272	30,272	30,272
Grosse Pointe Park	43,334	43,334	43,334	43,334	43,334
Melvindale	38,881	38,881	38,881	38,881	38,881
<b>M<sup>8</sup> Subtotal</b>	<b>615,385</b>	<b>615,385</b>	<b>615,385</b>	<b>615,385</b>	<b>615,385</b>
<b>Non-Sanitary Volume</b>					
Allen Park	18,105	19,137	14,267	22,501	21,835
Center Line	28,753	32,418	7,721	28,665	27,222
Dearborn East	267,332	289,047	240,315	249,213	245,946
Dearborn West	393,355	438,668	299,122	353,291	376,704
Farmington	37,778	45,072	26,908	40,815	33,809
Grosse Pointe Park	68,795	65,370	40,442	48,507	60,914
Melvindale	42,077	49,747	31,613	46,240	48,205
<b>M<sup>8</sup> Subtotal</b>	<b>856,196</b>	<b>939,460</b>	<b>660,389</b>	<b>789,233</b>	<b>814,636</b>
<b>Volume Allocation Factor</b>					
Allen Park	<i>0.14%</i>	<i>0.13%</i>	<i>0.14%</i>	<i>0.15%</i>	<i>0.14%</i>
Center Line	<i>0.21%</i>	<i>0.20%</i>	<i>0.14%</i>	<i>0.20%</i>	<i>0.19%</i>
Dearborn East	<i>1.83%</i>	<i>1.78%</i>	<i>1.91%</i>	<i>1.70%</i>	<i>1.67%</i>
Dearborn West	<i>2.19%</i>	<i>2.20%</i>	<i>2.04%</i>	<i>1.97%</i>	<i>2.03%</i>
Farmington	<i>0.24%</i>	<i>0.25%</i>	<i>0.23%</i>	<i>0.25%</i>	<i>0.22%</i>
Grosse Pointe Park	<i>0.40%</i>	<i>0.37%</i>	<i>0.33%</i>	<i>0.32%</i>	<i>0.36%</i>
Melvindale	<i>0.29%</i>	<i>0.30%</i>	<i>0.28%</i>	<i>0.30%</i>	<i>0.30%</i>
<b>M<sup>8</sup> Subtotal</b>	<b><i>5.30%</i></b>	<b><i>5.24%</i></b>	<b><i>5.06%</i></b>	<b><i>4.87%</i></b>	<b><i>4.92%</i></b>

Sewer Rate Simplification - Sample Share Calculations  
*Alternative LBA SHARE Calculations Modified for Simplified Approach*  
*(Flows in Mcf, Loadings in lbs) \*\* Z = 14.87%*

	Look-Back Data				
	2008	2009	2010	2011	2012
<b>Total Loadings (BOD)</b>					
Allen Park	355,489	340,844	358,057	236,982	213,026
Center Line	516,459	504,468	446,024	325,771	291,473
Dearborn East	4,475,332	4,328,361	4,609,873	2,773,295	2,504,687
Dearborn West	4,695,296	4,637,713	4,520,284	2,849,382	2,642,791
Farmington	582,707	582,724	564,945	376,529	323,051
Grosse Pointe Park	900,818	837,806	817,941	510,625	494,886
Melvindale	719,219	713,524	711,463	465,925	427,314
<b>M<sup>*</sup> Subtotal</b>	<b>12,245,319</b>	<b>11,945,440</b>	<b>12,028,587</b>	<b>7,538,510</b>	<b>6,897,227</b>
<b>Pollutant Allocation Shares</b>					
Allen Park	0.16%	0.16%	0.16%	0.17%	0.17%
Center Line	0.24%	0.24%	0.20%	0.23%	0.23%
Dearborn East	2.06%	2.02%	2.11%	1.97%	1.96%
Dearborn West	2.16%	2.17%	2.07%	2.03%	2.07%
Farmington	0.27%	0.27%	0.26%	0.27%	0.25%
Grosse Pointe Park	0.41%	0.39%	0.37%	0.36%	0.39%
Melvindale	0.33%	0.33%	0.33%	0.33%	0.33%
<b>M<sup>*</sup> Subtotal</b>	<b>5.62%</b>	<b>5.58%</b>	<b>5.51%</b>	<b>5.37%</b>	<b>5.39%</b>
<b>SHARES</b>					
Allen Park	0.15%	0.15%	0.15%	0.16%	0.16%
Center Line	0.23%	0.22%	0.18%	0.22%	0.21%
Dearborn East	1.97%	1.92%	2.04%	1.86%	1.83%
Dearborn West	2.17%	2.18%	2.06%	2.00%	2.05%
Farmington	0.26%	0.26%	0.25%	0.26%	0.24%
Grosse Pointe Park	0.41%	0.38%	0.36%	0.34%	0.37%
Melvindale	0.32%	0.32%	0.31%	0.32%	0.32%
<b>M<sup>*</sup> Subtotal</b>	<b>5.51%</b>	<b>5.44%</b>	<b>5.35%</b>	<b>5.15%</b>	<b>5.18%</b>

EXHIBIT E

ATTACHMENT 1

EXHIBIT 2

PROCESS TO ADDRESS CUSTOMER'S REQUEST FOR INTERIM SHARE CHANGE



### Process To Address Customer's Request For Interim Share Change.

A customer may request interim re-evaluation of its Share during a Rate Period when the following five conditions have been established:

1. The customer knows with reasonable certainty that its flows will change or have changed;
2. The change in flow can be predicted or measured with reasonable certainty;
3. There is a date when it is reasonably likely that the change of flow will or did occur;
4. The cause of the change in flow is not likely to be one that affects most other customers similarly; and
5. The change in flow is likely to cause a material change in the customer's Share.

A customer makes a request for re-evaluation of Shares by providing a written submission to the Sewer Steering Committee with documents and analyses that substantiate the five conditions have been met.

Whenever an increase in service area occurs, the customer whose service area is increased shall provide a submission to the Steering Committee that provides an estimate of the flow likely to be generated from the increased service area.

Within 30 days of receipt of either a written request and its supporting submission or a submission associated with a change in service area, the Steering Committee shall refer the submission to an appropriate subcommittee/work group for evaluation.

The subcommittee shall expeditiously review the submission. If there is disagreement with the data or analyses presented by the customer, the subcommittee will work with the customer as necessary to reach agreement upon data and analyses on which a final determination can be made.

In the case of a request, the customer requesting the re-evaluation has the burden of establishing that the five conditions for re-evaluation have been satisfied. In the case of a change in service area:

- **ALTERNATIVE I:** the subcommittee has the burden to establish that the change in service area will result in a material increase in the customer's Share.
- **ALTERNATIVE II:** the customer increasing its service area has the burden to establish that the change in service area will not result in a material increase in the customer's Share

Following the analyses of the material submitted, the subcommittee shall submit a recommendation to the Steering Committee either to make adjustments to all customers' Shares

and the amounts of such adjustments, to deny the request, or to determine that the increase in service area does not justify a change in Share.

#### Final Review and Approval

The Steering Committee shall review the subcommittee's recommendation and can request further evaluation by the subcommittee, reject the recommendation, or refer the recommendation on to the Board.

Following Steering Committee action on the subcommittee recommendation, it shall forward the recommendation to the Board for action. If the recommendation to the Board is opposed by the requesting customer or by the customer whose service area has increase, that customer may file a position paper supporting its view to the Board before the Board acts.

#### Timing of Adjustments

If the change in Share is the result of an increased service area or the result of a request for re-evaluation that was made before the expected change occurs, the revised Share shall be effective upon the occurrence of the change of flow. If the change will occur in the middle of a rate year, the subcommittee can recommend that the impact be prorated over the rate year if it determines that is appropriate. When the customer requests a re-evaluation after the conditions have already changed, any adjustments in Shares shall occur beginning in the rate year following receipt of the request for re-evaluation.

#### Challenges by Another Customer

If another customer (the "Challenger") concludes that a customer received a new source of flow but did not inform the Steering Committee and request a re-evaluation of Shares, the Challenger may initiate a request for re-evaluation of the customer's share by submitting information showing that the above five factors have been met.

EXHIBIT E  
ATTACHMENT 1  
EXHIBIT 3

RATE SIMPLIFICATION PRO FORMA



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### MEMORANDUM

Rate Simplification Pro Forma

November 22, 2013

To: Sue McCormick, Nickie Bateson

From: Bart Foster

The intent of this memorandum is to present a “pro forma” calculation of Sewage Disposal Fund cost allocations and rate structure under the principles and approaches established by the Rate Simplification Proposal. As we have noted in prior discussions on this matter, implementation of the Rate Simplification Proposal will effectively streamline the documentation of sewer rate calculations into five simple tables. The attached pro forma illustrates these calculations.

For purposes of this illustration, we’ve assumed a hypothetical revenue requirement and preliminary cost pool assignments. These elements will be finalized for FY 2014-15 as the Department’s budget and financial plan gets developed over the next two months. The SHAREs included in this illustration reflect the final recommendations of the Look-Back Committee and we do not anticipate any changes.

Inputs to the simplified pro forma rate calculation illustrated in the attached exhibit are highlighted in yellow. All other figures are calculated based on the simple calculations described herein.

- A. **Revenue Requirements.** Total operating expense and capital revenue requirements are developed from the Department’s financial plan and become the baseline “revenue requirement from rates” for the calculations. Operating expense will emerge from the Department’s budget request. Capital revenue requirements consist of debt service on bonded indebtedness, capital improvements financed by revenues, and amounts necessary to establish and maintain reserve funds.
  - *The figures in this version of the pro forma are hypothetical pending finalization of the FY 2014-15 financial plan. These figures will be updated each year in the Rate Period to reflect annual financial plans.*
- B. **Revenue Requirement Allocation Factors.** This approach embraces and implements the “Simplified Estimates of Cost Pools” element of the Rate



## Rate Simplification Pro Forma

November 22, 2013

Page 2

Simplification Proposal. Allocation factors are developed based on historical averages and adjusted for estimable changes in cost structure to assign the revenue requirements developed in Part A to the costs pools necessary to allocate revenue requirements to customers.

- *The figures in this version of the pro forma are preliminary and may change subtly as the FY 2014-15 financial plan is finalized. The Look-Back Committee has developed SHARES (see Part D) that are indicative of an overall common-to-all ("CTA") revenue requirement split of approximately 47% based on volume and approximately 53% based on pollutants. The relative factors in columns 9 and 10 have been (and will be) designed to produce that relative split. (See Part C).*

C. **Revenue Requirement Cost Pool Allocation.** Simply applies the allocation factors in Part B to the revenue requirements in Part A to assign costs to cost pools.

- *Note that the relative CTA split in footnote b is 47% volume / 53% pollutants, as targeted by the allocation factors presented in Part B.*

D. **SHARES.** Represents initial Rate Period SHARES (in Column 1) established by the parties for CTA revenue requirements. The CSO facility Shares are consistent with the 1999 Rate Settlement Agreement. Columns 6 and 7 illustrate relative Flow and Pollutant Shares, which are used to compute overall SHARES.

- *The Suburban Wholesale Cost Pool Shares in Column 3 are determined based on the relative (of the suburban total) Flow Shares shown in Column 6. Costs in this cost pool are not related to the wastewater treatment plant and therefore not allocable based on relative pollutant loadings.*

E. **Allocation of Revenue Requirements / Design of Fixed Charges.** Simply applies the SHARES from Part D to allocate revenue requirements in each cost pool to each customer. Totals individual cost pool allocations to determine total revenue requirement for each customer and calculates a fixed monthly charge for each customer.

- *Note that the rate structure for the Detroit retail class will continue to consist of both fixed and commodity charges.*

We trust that this information provides an effective, executive summary description and illustration of the Rate Simplification Proposal and we are prepared to present this information to policy makers and stakeholders.

**DWSD Sewer Rate Model Template - Pro Forma Calculations**  
 Designed to Illustrate Rate Simplification Concept

Inputs & Assumptions are **HYPOTHETICAL** and presented for demonstration purposes only

Source: Budget/financial plan development

**A. Revenue Requirements**

Operating Expense - \$	225,000,000
Capital Costs - \$	275,000,000
<b>Total - \$</b>	<b>500,000,000</b>

**B. Revenue Requirement Allocation Factors**

Source: Historical averages, adjusted for known changes

	(1)		(2)		(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Functional Cost Allocation Factors		Common to All		Detroit Only	Suburban Wholesale	OMID Specific	CSO Facilities	Industrial Waste Control	TOTAL	Common to All Detail	
											Flow	Politanants
<b>Operating Expense</b>												
WWTP	70.0%	100.0%	10.00%	15.0%	15.0%					100.0%	22.5%	77.5%
Collection System	11.0%	60.0%								100.0%	60.0%	
CSO	4.0%						100.0%			100.0%		
Retail Billing	5.0%		100.0%							100.0%		
Industrial Waste Control	10.0%							100.0%		100.0%		
<b>Total</b>	<b>100.0%</b>									<b>100.0%</b>		
<b>Capital Costs</b>												
WWTP	62.0%	100.0%	32.00%	5.0%	3.0%					100.0%	50.0%	50.0%
Collection System	25.0%	60.0%								100.0%	60.0%	
CSO	13.0%						100.0%			100.0%		
Retail Billing	0.0%		100.0%							100.0%		
Industrial Waste Control	0.0%							100.0%		100.0%		
<b>Total</b>	<b>100.0%</b>									<b>100.0%</b>		

**DWSD Sewer Rate Model Template - Pro Forma Calculations**  
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**C. Revenue Requirement Cost Pool Allocation**

Source: B (factors) applied to A (revenue requirements)

	(1)	(2)	(3)	(4)	(5)	Cost Pool Allocation			(8)	(9)	(10)
						Common to All	Detroit Only	Suburban Wholesale			
Functional Cost Allocation	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	Common to All (b) Flow Pollutants
Operating Expense											
WWTP	157,500,000	157,500,000	2,475,000	-	-	-	-	-	157,500,000	35,437,500	122,062,500
Collection System	24,750,000	14,850,000	2,475,000	3,712,500	3,712,500	-	-	-	24,750,000	14,850,000	-
CSO	9,000,000	-	-	-	-	9,000,000	-	-	9,000,000	-	-
Retail Billing	11,250,000	-	11,250,000	-	-	-	-	-	11,250,000	-	-
Industrial Waste Control	22,500,000	-	-	-	-	-	22,500,000	-	22,500,000	-	-
<b>Total Operating</b>	<b>225,000,000</b>	<b>172,350,000</b>	<b>13,725,000</b>	<b>3,712,500</b>	<b>3,712,500</b>	<b>9,000,000</b>	<b>22,500,000</b>	<b>22,500,000</b>	<b>225,000,000</b>	<b>50,287,500</b>	<b>122,062,500</b>
Capital Costs											
WWTP	170,500,000	170,500,000	-	-	-	-	-	-	170,500,000	85,250,000	85,250,000
Collection System	68,750,000	41,250,000	22,000,000	3,437,500	2,062,500	-	-	-	68,750,000	41,250,000	-
CSO	35,750,000	-	-	-	-	35,750,000	-	-	35,750,000	-	-
Retail Billing	0	-	-	-	-	-	-	-	0	-	-
Industrial Waste Control	0	-	-	-	-	-	-	-	0	-	-
<b>Total Capital</b>	<b>275,000,000</b>	<b>211,750,000</b>	<b>22,000,000</b>	<b>3,437,500</b>	<b>2,062,500</b>	<b>35,750,000</b>	<b>0</b>	<b>0</b>	<b>275,000,000</b>	<b>126,500,000</b>	<b>85,250,000</b>
<b>Total Revenue Req't</b>	<b>500,000,000</b>	<b>384,100,000</b>	<b>35,725,000</b>	<b>7,150,000</b>	<b>5,775,000</b>	<b>44,250,000</b>	<b>22,500,000</b>	<b>22,500,000</b>	<b>500,000,000</b>	<b>176,787,500</b>	<b>207,312,500</b>
less: Industrial Specific (a)	<b>(27,500,000)</b>	<b>(5,000,000)</b>	-	-	-	-	<b>(22,500,000)</b>	<b>(27,500,000)</b>	<b>(27,500,000)</b>	<b>(5,000,000)</b>	<b>(5,000,000)</b>
<b>Net Revenue Requirement</b>	<b>472,500,000</b>	<b>379,100,000</b>	<b>35,725,000</b>	<b>7,150,000</b>	<b>5,775,000</b>	<b>44,250,000</b>	<b>0</b>	<b>0</b>	<b>472,500,000</b>	<b>176,787,500</b>	<b>202,312,500</b>

(a) Industrial Surcharge Customers

(b) Relative Flow/Pollutants in CTA Cost Pool

based on % of total abfinent pollutant loadings that are "surchargeable"

47% 2.4% 53%



**DWSD Sewer Rate Model Template - Pro Forma Calculations**

*Designed to Illustrate Rate Simplification Concept*

*Inputs & Assumptions are HYPOTHETICAL and presented for demonstration purposes only*

**D. SHARES**

Source: Simplified flow balance results ("Z" factor)

	(1) CTA SHARE	(2) Detroit Only	(3) Suburban Wholesale	(4) OMID Specific	(5) CSO Facilities	(6) Share Details		(7) Pollutants
						Flow	Percentage	
<b>Metered Customers</b>								
OMID	16.14%		24.84%	100.00%	2.65%	14.28%	17.42%	
Rouge Valley	12.66%		20.70%		2.96%	11.90%	13.18%	
Oakland GWK	10.40%		17.69%		2.26%	10.17%	10.55%	
Evergreen Farmington	7.37%		11.85%		1.49%	6.86%	7.73%	
NE Wayne Co	5.49%		9.44%		1.17%	5.43%	5.52%	
Allen Park	0.15%		0.24%		0.03%	0.14%	0.16%	
Center Line	0.21%		0.33%		0.06%	0.19%	0.23%	
Dearborn East & West	4.15%		6.72%		0.00%	3.86%	4.34%	
Farmington	0.25%		0.41%		0.05%	0.24%	0.26%	
Grosse Pointe Park	0.37%		0.62%		0.06%	0.36%	0.38%	
Melvindale	0.32%		0.51%		0.07%	0.29%	0.33%	
Grosse Pointe Farms	0.71%		1.18%		0.50%	0.68%	0.72%	
<b>M Total</b>	<b>58.22%</b>	<b>0.00%</b>	<b>94.61%</b>	<b>100.00%</b>	<b>11.30%</b>	<b>54.40%</b>	<b>60.83%</b>	
<b>Detroit + Unmetered</b>								
Dearborn E. (Storm Only)	0.06%		0.15%		1.63%	0.09%	0.03%	
Dearborn N.E.	0.32%		0.81%		0.00%	0.47%	0.43%	
Grosse Pointe	0.19%		0.39%		0.23%	0.23%	0.20%	
Hamtramck	0.80%		1.79%		1.59%	1.03%	0.84%	
Harper Woods	0.05%		0.11%		0.01%	0.06%	0.06%	
Highland Park	1.13%		2.05%		2.06%	1.18%	1.06%	
Small Districts	0.06%		0.08%		0.17%	0.05%	0.05%	
<b>Detroit</b>	<b>39.16%</b>	<b>100.00%</b>			<b>83.00%</b>	<b>42.51%</b>	<b>36.49%</b>	
<b>D+ Total</b>	<b>41.78%</b>	<b>100.00%</b>	<b>5.39%</b>		<b>88.70%</b>	<b>45.60%</b>	<b>39.17%</b>	
<b>Total</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	
<i>Suburbs in D+</i>	2.62%	0.00%	5.39%	0.00%	5.70%	3.10%	2.68%	
<b>Detroit</b>	<b>39.16%</b>	<b>100.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>83.00%</b>	<b>42.51%</b>	<b>36.49%</b>	



**DWSD Sewer Rate Model Template - Pro Forma Calculations**  
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**E. Allocation of Revenue Requirements / Design of Fixed Charges**      *Sources: D (shares) applied to C (allocated revenue requirements)*

	(1) Common to All \$	(2) Allocation of Revenue Requirements			(4) OMID Specific \$	(5) CSO Facilities \$	(6) TOTAL \$	(7) Fixed Monthly Charge \$/mo
		(3) Detroit Only \$	(3) Suburban Wholesale \$	(3) Detroit Only \$				
<b>Metered Customers</b>								
OMID	61,186,700	0	1,775,900	5,775,000	1,186,400	69,924,000	5,827,000	
Rouge Valley	47,994,100	0	1,479,900	0	1,322,700	50,796,700	4,233,100	
Oakland GWK	39,426,400	0	1,264,700	0	1,009,500	41,700,600	3,475,100	
Evergreen Farmington	27,939,700	0	853,100	0	664,600	29,457,400	2,454,800	
NE Wayne Co	20,812,600	0	675,300	0	525,300	22,013,200	1,834,400	
Allen Park	583,800	0	17,400	0	13,800	615,000	51,300	
Center Line	799,900	0	23,500	0	24,800	848,200	70,700	
Dearborn East & West	15,713,700	0	480,200	0	0	16,193,900	1,349,500	
Farmington	959,100	0	29,600	0	23,400	1,012,100	84,300	
Grosse Pointe Park	1,414,000	0	44,300	0	33,600	1,485,900	123,800	
Melvindale	1,194,200	0	36,400	0	33,100	1,263,700	105,300	
Grosse Pointe Farms	2,691,600	0	84,600	0	228,500	3,001,700	250,100	
<b>M Total</b>	<b>220,715,800</b>	<b>0</b>	<b>6,764,900</b>	<b>5,775,000</b>	<b>5,056,700</b>	<b>288,312,400</b>	<b>19,859,400</b>	
<b>Detroit + Unmetered</b>								
Dearborn E. (Storm Only)	238,800	0	10,700	0	729,900	979,400	81,600	
Dearborn N.E.	1,213,100	0	58,200	0	0	1,271,300	105,900	
Grosse Pointe	727,900	0	28,200	0	102,100	858,200	71,500	
Hamtramck	3,040,400	0	127,800	0	713,600	3,881,800	323,500	
Harper Woods	204,700	0	7,600	0	5,700	218,000	18,200	
Highland Park	4,283,800	0	146,900	0	924,000	5,354,700	446,200	
Small Districts	208,500	0	5,700	0	75,300	289,500	24,100	
Detroit (a)	148,466,900	35,725,000	0	0	37,142,500	221,334,400	18,444,500	
<b>D+ Total</b>	<b>158,384,100</b>	<b>35,725,000</b>	<b>385,100</b>	<b>0</b>	<b>39,693,100</b>	<b>234,187,300</b>	<b>19,515,500</b>	
<b>Total</b>	<b>379,099,900</b>	<b>35,725,000</b>	<b>7,150,000</b>	<b>5,775,000</b>	<b>44,749,800</b>	<b>472,499,700</b>	<b>39,374,900</b>	
Suburban D+	9,917,200	0	385,100	0	2,550,600	12,852,900	1,071,000	
Detroit (a)	148,466,900	35,725,000	0	0	37,142,500	221,334,400	18,444,500	

(a) Retail rates for Detroit will still contain fixed and commodity charges.

PRELIMINARY

**TFG**  
 THE FOSTER GROUP

11/21/13

EXHIBIT E  
ATTACHMENT 2  
AGREEMENT TO REVISE CSO PROJECT LIST

11/20/2013

## Attachment 2

## AGREEMENT TO REVISE CSO PROJECT LIST

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Detroit by and through its Board of Water Commissioners, the County of Oakland, acting by and through its Water Resources Commissioner, the County of Macomb, acting by and through its Public Works Commissioner, and the County of Wayne.

## RECITALS:

- A. WHEREAS that parties entered into a certain rate settlement agreement dated September 1, 2000 (known as the "1999 Rate Settlement Agreement") which deals with allocation of costs for wet weather facilities consistent with the projects identified for construction in the NPDES Permit which was issued to Detroit on July 1, 1997, and estimation and determination of responsibility for infiltration/inflow (unaccounted for flows);
- B. WHEREAS the United States District Court has ordered that paragraphs 2, 3, 5, 6, 8, 9, 10, 11, and 13 and Exhibit B of the 1999 Rate Settlement Agreement be incorporated in all of the wastewater services contracts between Detroit and its Tier 1 or wholesale customers. Order to Incorporate Rate Settlements into Wastewater Contracts and Dismiss All Prior Rate Settlements (August 31, 2011), *United States v City of Detroit*, Case No. 77-71100 (dkt #2393);
- C. WHEREAS the 1999 Rate Settlement Agreement identified specific past, then-ongoing and future wet weather projects and assigned them to one of four customers classes for cost allocation purposes: Detroit only, common-to-all (wastewater treatment plant improvements), 83% Detroit/17% wholesale customers (new wet weather facilities), and customer-specific. Those projects were set forth in Exhibit B to the 1999 Rate Settlement Agreement;
- D. WHEREAS all of the projects on Exhibit B have been completed or have been cancelled as not cost-effective as then formulated;
- E. WHEREAS the 1999 Rate Settlement Agreement provides that:
- "In the event that DWSD determines that it is reasonable, appropriate or necessary to construct additional wet weather facilities in the future, suburban customers reserve the right to contest the allocation of costs of such facilities to them."
- F. WHEREAS Detroit's NPDES Permit was modified on September 26, 2003 to require construction of certain additional projects not included on Exhibit B as follows:
- Oakwood CSO Basin and Pump Station,
  - Oakwood District Sewer Improvements, and
  - Belle Isle CSO Basin;



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G. WHEREAS Detroit's NPDES permit was again modified on March 10, 2010 to eliminate the Upper Rouge Tunnel and the Detroit River Outfall ("DRO-2") projects, provided that Detroit identify substitute CSO control facilities for future construction along the Upper Rouge River to control outfalls which were previously slated to be connected to the now-terminated Upper Rouge Tunnel, and to design and construct a new Rouge River Outfall ("RRO-2") at the wastewater treatment plant as a replacement to the now-terminated Detroit River Outfall (DRO-2) project;

H. WHEREAS Detroit's NPDES permit was again modified on June 28, 2011 (the "Existing NPDES Permit") to require the following additional projects, including certain projects not included on Exhibit B for both conventional CSO control facilities and a new Green Infrastructure Program in the Upper Rouge Tributary Area as follows:

- Construction of ten new Conventional CSO Control Facilities along the Upper Rouge to replace the Upper Rouge Tunnel to be completed and placed in service by 2035,
- Implementation of a Green Infrastructure Program in the Upper Rouge tributary area to be completed by 2032,
- Renovation and structural rehabilitation of the Hubbell-Southfield CSO Basin and the Task 1 In-System Storage Gates by 2014, and
- Construction of ten new Conventional CSO control facilities along the Detroit River to be completed and placed in service by 2045;

I. WHEREAS Detroit is negotiating a new NPDES permit for the period 2013-2017 (the "New NPDES Permit") which will include several wet weather projects not included on Exhibit B, of which three projects are to be constructed prior to the expiration of the New NPDES Permit in 2017:

- New Rouge River Outfall (RRO-2) Segment 2,
- Hubbell-Southfield Basin, and
- Task 1 Gate Renovations

J. WHEREAS the wholesale customers have previously informally contested the allocation of cost for certain of the planned Green Infrastructure Program;

K. WHEREAS the parties have now resolved the challenges to the allocation of Green Infrastructure Projects through 2017 and have agreed on the allocation of conventional wet weather projects that are either i) constructed or presently under construction and not included on Exhibit B, ii) included in the Existing NPDES Permit and not yet constructed, or iii) to be constructed pursuant to the New NPDES Permit, and wish to memorialize the resolutions of these issues through this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereafter the parties agree as follows:

1. Status of Wet Weather Projects on Exhibit B to the 1999 Rate Settlement Agreement.



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- (a) All projects on Exhibit B to the 1999 Rate Settlement Agreement are deemed to have been completed or abandoned except to the extent they are identified on Exhibit I to this Agreement;
  - (b) To the extent Detroit has incurred capital costs for the facilities on Exhibit B and is incurring operation and maintenance costs, such costs shall be allocated in current and future rates consistent with the allocation established in Exhibit B to the 1999 Rate Settlement Agreement; and
  - (c) Objections to such capital costs are waived and released with prejudice.
2. Wet Weather Projects Not on Exhibit B to the 1999 Rate Settlement Agreement
  - (a) The parties agree that the completed wet weather projects on Exhibit 1a are valid and approved wet weather projects and their capital, operating and maintenance costs shall be allocated as set forth in Exhibits 1a.
  - (b) The parties agree that the wet weather projects now underway and shown on Exhibit 1b are valid and approved wet weather projects and their capital, operating and maintenance costs shall be allocated as shown on Exhibit 1b, subject to Paragraph 3(c) below.
  - (c) The parties agree that the proposed wet weather projects shown on Exhibit 1c are valid and approved wet weather projects and their capital, operating and maintenance cost shall be allocated as shown on Exhibit 1c, subject to Paragraph 3(c) below.
  - (d) The parties agree that Detroit may not allocate to the wholesale customers the capital, operating and maintenance costs of any wet weather project not shown on either Exhibit B to the 1999 Rate Settlement Agreement or Exhibit 1a, b and c until and unless this Agreement and Exhibit 1a, b and c are amended by the parties.
3. Green Infrastructure Program
  - (a) The parties agree that the capital, operating and maintenance costs incurred through June 30, 2017, for green infrastructure wet weather control facilities that 1) are required by the New NPDES Permit, 2) meet the criteria in Paragraphs 3(c)(ii) or (iii) below, and 3) are implemented in the area tributary to the Upper Rouge Tunnel (as defined in Exhibit 2) between July 1, 2010 and June 30, 2017, shall be allocated 83% to the City of Detroit and 17% to wholesale customers. The allocation of these costs among wholesale customers shall be according to the percentages set forth in Exhibit A to the 1999 Rate Settlement Agreement, as Exhibit A may hereafter be amended to address additions or deletions of flow from one or more wholesale customers.
  - (b) To the extent that green infrastructure wet weather control projects are required within the area tributary to the Upper Rouge Tunnel as part of the 2018-2022

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NPDES permit and meet the criteria in Paragraphs 3(c)(ii) or (iii), Detroit, and Wayne and Macomb Counties agree that costs incurred shall be allocated 83% to the City of Detroit and 17% to wholesale customers. Before June 30, 2017, Oakland County agrees to enter into negotiations with regard to the allocation of such costs and with regard to operating and maintenance costs associated with green infrastructure projects implement pursuant to Paragraph 3(a).

(c) Guidelines for Projects Subject to Paragraph 3(a)

The parties agree that the following shall apply to the cost allocation of green infrastructure projects in the New NPDES Permit to be constructed before 2018:

- i. Eaves trough and downspout disconnection projects shall be charged 100% to Detroit:
- ii. The following types of wet weather control projects may be allocated 83%/17% if the specified criteria are met:
  - Demolition of structures if needed to accomplish a specific wet weather control project not consisting entirely of land clearance and involving other elements – e.g., land assembly for a detention pond or drainage swale or tree planting.
- iii. All other types of green infrastructure wet weather control projects may be allocated 83% /17% in all circumstances.

(d) The parties agree to negotiate in good faith with regard to the allocation of costs of any other green infrastructure project included in a future NPDES permit or in the DWSD Capital Improvement Program.

(e) Detroit agrees to comply with New NPDES Permit, Section A(5)(a), "Green Infrastructure (GI) Program – Tributary Area for Rouge River Outfalls."

(f) Detroit will account for and report to the wholesale customers the actual capital, operating and maintenance costs incurred for green infrastructure on a fiscal year basis and by June 30, 2017 prepare a five-year projection of operating and maintenance costs for the green infrastructure constructed or to be constructed pursuant to the New Permit.

4. Wet Weather Projects to Be Constructed after 2017. Consistent with the 1999 Rate Settlement Agreement, the capital, operating and maintenance costs of wet weather facilities constructed or to be constructed by DWSD in the future and not listed on Exhibit I that alleviate combined sewer overflows from Detroit's wastewater transportation, conveyance and treatment system and that will reduce flows into sewers that contain or will contain wet weather flows generated from both inside and outside the City of Detroit shall be allocated between Detroit and the wholesale customers on a 83%/17% basis. The foregoing does not apply to green infrastructure projects subject to Paragraph 3(b).

- 5. Except as may be modified herein, the wastewater contracts between parties and the surviving rate terms as defined in the Court's Order of August 31, 2011, remain in full force and effect unless such surviving rate terms are amended or modified by a separate agreement.
- 6. Detroit and the three Counties shall amend their wastewater services contracts to incorporate the terms of this Agreement and Detroit shall obtain similar amendments in all of the other wholesale customers' contracts.

MACOMB COUNTY

CITY OF DETROIT

By: Joe M. Conide  
 Its: Director, DWSD

By: *[Signature]*  
 Its: CHIEF DEPUTY  
 MACOMB COUNTY  
 PUBLIC WORKS COMMISSIONER

OAKLAND COUNTY

WAYNE COUNTY

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

By: *[Signature]*  
 Its: ACEO/CW

11/20/13

- 5. Except as may be modified herein, the wastewater contracts between parties and the surviving rate terms as defined in the Court's Order of August 31, 2011, remain in full force and effect unless such surviving rate terms are amended or modified by a separate agreement.
- 6. Detroit and the three Counties shall amend their wastewater services contracts to incorporate the terms of this Agreement and Detroit shall obtain similar amendments in all of the other wholesale customers' contracts.

MACOMB COUNTY

CITY OF DETROIT

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

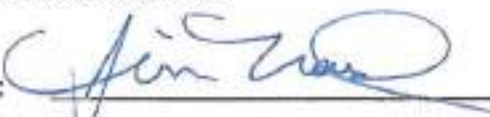
Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

OAKLAND COUNTY

WAYNE COUNTY

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_



EXHIBIT E

ATTACHMENT 2

EXHIBIT 1

APPROVED WET WEATHER FACILITIES

## APPROVED WET WEATHER FACILITIES

<u>Project Description</u>	<u>Actual Capital Cost</u>	<u>Cost Allocation</u> (Detroit/Suburban)
<b>a. Completed Facilities Not on Exhibit B</b>		
• Belle Isle CSO Basin	\$16.1 M	100% / 0%
• Oakwood CSO Basin & Pump Station (082)	\$168.7 M	
a. CSO Basin	TBD	83% / 17%
b. Pump Station	TBD	Common-to-all
• Oakwood District Sewer Improvements	\$27.0 M	100% / 0%
• Detroit River Outfall (DRO-2)	\$88.2 M	Common-to-all
	<b><u>Estimated Cost</u></b>	
<b>b. Facilities Under Construction and Not on Exhibit B</b>		
• Rouge River Outfall Segment 1 (RRO-2)	\$14.4 M	Common-to-all
• Green Infrastructure (2010-12) (059-069, 072-075, 077, 079)	(Max) \$9.0 M	Para. 3(c)
<b>c. Facilities to be Constructed Pursuant to New NPDES Permit</b>		
Facilities to be constructed by 2017:		
• Green Infrastructure (2013-2017) (Outfalls 059-069, 072-075, 077, 079)	\$15.0 M	Para. 3(c)
• Rouge River Outfall Segment 2 (RRO-2)	\$91.0 M	Common-to-All
• Hubbell-Southfield Basin Renovations, Task 1 Gate Rehab.	\$19.0M	83% / 17%
• In-System Storage Gate Renovation (Outfalls 059, 060, 061, 065, 069, 072, 074)	\$2.0M	83% / 17%
Facilities to be constructed after 2017:		
• Green Infrastructure (2018 - ) (Outfalls 059-069, 072-075, 077, 079)	\$26.0 M	TBD

*(End Exhibit E)*

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
October 20, 2014

**Reference  
Number**

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

**Description:** Consideration to Adopt Resolution Approving 2015 City Council Meeting Dates

**Requested Action:**

Move to adopt resolution to establish 2015 City Council meeting dates

**Background:**

The Open Meetings Act requires that the regularly scheduled meetings of a public body be posted within ten days after the first meeting of that public body in each calendar or fiscal year. The Farmington City Charter, Section 6.1, states that the Council will provide, by resolution, the time and place of its regular meetings.

Attached is a proposed City Council meeting schedule for 2015. This would continue the tradition of meeting on the first and third Monday of each month, although City Council can change that as well. Again, assuming a first and third Monday schedule, there are two meetings changed to Tuesday as a result of holidays: January 20 (Martin Luther King's Birthday) and September 8 (Labor Day).

1. Regular City Council meetings are held the third Monday of each month at 7:00 p.m. This meeting functions primarily as a business meeting.
2. The first Monday of each month is a special meeting, which will start at 7:00 p.m. Special meeting/study sessions are eliminated in July and August. Business is usually slow during the summer months plus we frequently encounter vacation conflicts.
3. City Administration is recommending that the November study session (November 2) not be scheduled due to the city election the next day. In its place, a City Council Organizational Meeting is scheduled for November 9. At this organizational meeting the City Council will select the Mayor and Mayor Pro Tem along with Council board and committee appointments.
4. We have included one special meeting to review the City Manager's recommended budget. This is scheduled for Monday, April 27, 2015.



**Agenda Review****Review:****Vincent Pastue Pending****City Manager Pending****City Council Pending 10/20/2014 7:00 PM**

**RESOLUTION NO. (ID # 1704)**

CITY OF FARMINGTON  
RESOLUTION NO. \_\_\_\_\_

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to adopt the following resolution:

WHEREAS, The Open Meetings Act, MCL 15.261 et. seq. requires "for regular meetings of a public body, there shall be posted within 10 days after the first meeting of the public body in each calendar or fiscal year, a public notice stating the dates, times, and places of its regular meetings."

WHEREAS, Section 6.1 of the City Charter states that Council provides by resolution for the time and place of its regular meetings.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the following are dates and times of regular and special City Council meetings for the year of 2015 in Council Chambers of Farmington City Hall, 23600 Liberty Street, Farmington, Michigan.

**MEETING DATES**

Monday, January 5, 2015	7:00 p.m.	Special Meeting (Study Session)
Tuesday, January 20, 2015	7:00 p.m.	Regular Meeting
Monday, February 2, 2015	7:00 p.m.	Special Meeting (Study Session)
Monday, February 16, 2015	7:00 p.m.	Regular Meeting
Monday, March 2, 2015	7:00 p.m.	Special Meeting (Study Session)
Monday, March 16, 2015	7:00 p.m.	Regular Meeting
Monday, April 6, 2015	7:00 p.m.	Special Meeting (Study Session)
Monday, April 20, 2015	7:00 p.m.	Regular Meeting
Monday, April 27, 2015	7:00 p.m.	Budget Review Meeting
Monday, May 4, 2015	7:00 p.m.	Special Meeting (Study Session)
Monday, May 18, 2015	7:00 p.m.	Regular Meeting

Resolution (ID # 1704)		Meeting of October 20, 2014
Monday, June 1, 2015	7:00 p.m.	Special Meeting (Study Session)
Monday, June 15, 2015	7:00 p.m.	Regular Meeting
Monday, July 20, 2015	7:00 p.m.	Regular Meeting
Monday, August 17, 2015	7:00 p.m.	Regular Meeting
Tuesday, September 8, 2015	7:00 p.m.	Special Meeting (Study Session)
Monday, September 21, 2015	7:00 p.m.	Regular Meeting
Monday, October 5, 2015	7:00 p.m.	Special Meeting (Study Session)
Monday, October 19, 2015	7:00 p.m.	Regular Meeting
Monday, November 9, 2015	7:00 p.m.	Special Meeting (Council Organizational Meeting)
Monday, November 16, 2015	7:00 p.m.	Regular Meeting
Monday, December 7, 2015	7:00 p.m.	Special Meeting (Study Session)
Monday, December 21, 2015	7:00 p.m.	Regular Meeting

.....

I, Susan K. Halberstadt, duly authorized City Clerk for the City of Farmington do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Farmington City Council at a regular meeting held on Monday, October 20, 2014, in the City of Farmington, Oakland County, Michigan.

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

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
October 20, 2014

**Reference  
Number  
(ID # 1705)**
**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Approve Planned Unit Development (PUD) Concept Plan and Agreement with Grand River Project LLC for Redevelopment of K-Mart Site

**Requested Action:**

**Action** Move to approve Planned Unit Development Concept Plan And Agreement with Grand River Project LLC for redevelopment of the Old K-Mart site at the southeast corner of Grand River Avenue and Freedom Road, because the proposed project meets the eligibility requirements of a planned unit development for its redevelopment of an obsolete commercial site, creation of shared access, extensive landscaping, added value to the site by creating four separate parcels, and increased likelihood of redevelopment of adjacent parcels. Approval is subject to the following conditions:

1. Final site plan approval by the Farmington Planning Commission;
2. All conditions and requirements set forth in the PUD Agreement;
3. Finalization to the form of the Agreement by both the city manager and city attorney, including minor, non-substantive changes consistent with this approval.

**Background:**

City Administration is presenting the City Council with a Planned Unit Development (PUD) Concept Plan And Agreement with Grand River Project LLC for redevelopment of the Old K-Mart site located at the southeast corner of Grand River Avenue and Freedom Road. The land uses identified in the PUD concept plan and agreement include mixed use retail and office, and temporary vehicle storage for nearby auto dealership. The Planning Commission held a public hearing in September and recommended approval to the City Council with items to be addressed in the site plan. Since the public hearing, the City Council discussed the proposed PUD concept plan and agreement at the September 29 study session.

The agreement reflects much of what was discussed at the September 29 study session, with one major exception. The proponent was unwilling to make a commitment that the mixed use retail and office building proposed near Grand River would be constructed within a specified time frame. Furthermore, any condition in the PUD agreement that revoked the temporary storage of vehicle use in the south portion of the site would terminate the purchase agreement with the owner and auto dealership. The consequence would be that the K-Mart building and other commercial buildings proposed for demolition would not take place.

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

**Vincent Pastue**      **Pending**  
**City Manager**      **Pending**  
**City Council Pending**      **10/20/2014 7:00 PM**



**STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF FARMINGTON**

**GRAND RIVER AND FREEDOM ROAD  
PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT**

THIS AGREEMENT FOR PLANNED UNIT DEVELOPMENT (referred to herein as the "Agreement") made effective the \_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF FARMINGTON, Oakland County, Michigan, herein called the "City", 23600 Liberty Street, Farmington, Michigan, 48336, and GRAND RIVER PROJECT, L.L.C., a Michigan limited liability company, whose address is 37000 Grand River Avenue, Suite 360, Farmington Hills, MI 48335, and its successors and assigns, herein called the "Developer."

**BACKGROUND:**

A. Developer is the owner of a parcel of real property (the "Property") within the City that is proposed for a redevelopment that includes (1) demolition of some of the existing structures on the Property; (2) remodeling/rehabilitation of the one remaining structure; and (3) the construction and installation of additional buildings and other improvements (the "Project"). The uses will be mixed retail, office, and temporary vehicle storage for nearby auto dealership. The Property is, at the effective date of this Agreement, a single legal parcel described on the attached **Exhibit A**. However, the Developer has received approval for a land division to split the Property into four separate parcels as shown on the attached **Exhibit B**. The City has granted the land division subject to certain conditions that have yet to be satisfied; those conditions are set forth in the Resolution attached as **Exhibit C**.

B. Developer is pursuing approval of the Project as a Planned Unit Development ("PUD") pursuant to Article 10 of the City of Farmington Zoning Ordinance (the "Zoning Ordinance"). Conceptual Approval of Developer's PUD Concept Plan, attached as **Exhibit D**, has been granted pursuant to Article 10, subject to certain terms and conditions, by the City Council, following recommendation by the Planning Commission.

C. Article 10 contemplates the preparation of a contract setting forth the conditions upon which the approval of the PUD Concept Plan has been granted, which in turn serves as the basis for site plan approval, and thereafter for the development, use, and maintenance of the Project. City Council approval of the contract is required, and the contract is to incorporate and attach a final site plan. This Development Agreement will govern the use of the Property even after the land division referred to in Paragraph A above is finalized. In the event the land division is finalized, each resulting parcel will be required to receive final site plan approval before any

Draft 10-15-14

physical improvements may be made.

D. Set forth below are the terms and conditions of the contract for the Project, which is to be recorded with the Register of Deeds for the County of Oakland following execution by the parties.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**I. GENERAL PROJECT DESCRIPTION**

This PUD is a redevelopment of the former K-Mart site located at the southeast corner of Grand River and Freedom Road (M-5). The site is zoned C-3, General Commercial. There currently exists on the Property an obsolete former K-Mart building with attached retail on the southern end of the Property; a separate commercial building with multiple tenants, including a tile shop on the east side of the Property; and a significant expanse of asphalt parking area. Developer proposes to remove the commercial building that housed the former K-Mart, and to remove all portions of the retail building on the east side of the Property except the existing tile shop. Developer proposes further to build a mixed-use office and commercial building, three stories in height, with a commercial/retail area on the first floor and offices on the second and third floors fronting on Grand River. Developer may also remodel the exterior of the existing tile shop. The remainder of the Property will be for vehicle storage for the nearby Suburban Collection auto dealership, including the construction of a small vehicle preparation building. The final parcel, adjacent to Freedom Road (M-5), is not proposed for development at this time. Any use would comply with the Zoning Ordinance standards for the C-3 District and this Agreement.

The site is located at the City's west end. It is approximately 14.04 acres in area. The property across Grand River Avenue is located in the City of Farmington Hills. The property directly north to this site is developed with an office building/bank; to the east are the Jamestown Apartments; and to the south is the Chatham Hills neighborhood. To the west lies Freedom Road and the M-5 freeway.

The proposed uses (commercial, office, auto dealership) are consistent with those permitted in the C-3 District. However, some specific details of the site do not meet the strict dimensional requirements of the District. In order to facilitate redevelopment, Developer has applied for a PUD, which allows the City to consider the context of the site and grant flexibility as needed to accommodate redevelopment, in exchange for a higher-quality development than might otherwise be required under the existing zoning. In this case, Developer is requesting a PUD to allow for taller building heights and narrower buffer widths than would otherwise be required.

The recognizable benefits to the City in connection with the Project—if developed as shown and proposed by Developer—include redevelopment of an obsolete site; installation of more extensive landscaping than could be otherwise required under the ordinance; and creation of appropriate shared access. Redevelopment of the site as four separate parcels also increases the overall value of the site, and also increases the likelihood of redevelopment of the adjacent Shell station.

**II. EFFECT OF PUD AGREEMENT**

Draft 10-15-14

A. This Agreement consists of this text, along with the attached and incorporated PUD Concept Plan consisting of Sheets \_\_\_\_ through \_\_\_\_\_, Dated \_\_\_\_\_, 2014 (full-sized original of the PUD Concept Plan on file in the City Clerk's office); the Concept Landscape Plan, dated \_\_\_\_\_, 2014 (**Exhibit E**); the final site plan(s) when approved; and all conditions and requirements made part of the approved PUD Concept Plan. This Agreement is intended to serve as the contract contemplated under Section 35-135.A and Section 35-135.D of the Zoning Ordinance, and to establish the fundamental terms and provisions of subsequent final approval, construction, use, and maintenance of the Project. The final site plan for the Project submitted for Planning Commission approval either for the entire Project or for any parcel upon division, shall substantially conform to the PUD Concept Plan, subject to and in accordance with the text of this Agreement, and as contemplated by Section 35-135.G of the Zoning Ordinance.

B. Approval of this Agreement authorizes Developer to pursue approval of a site plan, for either the entire Project or on a parcel-by-parcel basis, in accordance with Section 35-135.G of the Zoning Ordinance, as amended, and any and all other applicable laws, ordinances and regulations, and with this Agreement and any conditions imposed with its approval.

C. This Agreement shall be binding upon and benefit the City and Developer, as well as their respective successors, assigns, and transferees, and shall run with the land. Developer specifically acknowledges that all parcels created upon final approval of the land division shall be subject to this Agreement and all of its terms, conditions, and requirements.

D. Physical development of the Project, on all parcels, shall be in accordance with the final site plan, and shall not be commenced until after the final site plan has been approved by the City, subject to and in accordance with applicable procedures.

E. Consistent with the City's ordinances and resolutions, as amended from time to time, the City may require Developer to provide financial guarantees for the completion of improvements, including without limitation, roads, water mains, sanitary sewers, pump stations, storm drains, the park improvements, and landscaping.

### **III. USES PERMITTED**

Uses permitted within the Project shall consist only of (1) a commercial building on the east side of the Property; (2) a new three-story mixed-use commercial/office building fronting on Grand River; (3) parking for temporary vehicle storage, with a vehicle preparation building; and (4) commercial use in accordance with the C-3 District on the Freedom Road (M-5) parcel, to be approved by the City, all as shown on the PUD Concept Plan and described in the narrative provided with the Developer's application, including the architectural renderings therefor, subject to the terms of this Agreement, and in accordance with the final approved site plan. The Project shall, except as otherwise provided in this Agreement, comply with the C-3 District regulations. All development and use shall be in accordance with this Agreement, applicable laws, regulations, and ordinances not inconsistent with this Agreement.

### **IV. LOCATION**

Draft 10-15-14

The area and location of the buildings and related improvements shall be substantially as shown on the PUD Concept Plan, and in accordance with the approved final site plan for the entire Project or for any parcel. There are no setback or other deviations from ordinance requirements with regard to the existing retail building, the proposed mixed-use commercial/office building, or the Freedom Road (M-5) parcel.

## V. LANDSCAPING

Because the Property is located both at the intersection of two major thoroughfares (Grand River Avenue and Freedom Road/M-5) and is adjacent to residential properties to the south and east, significant landscaping has been required to be shown on the Concept Landscape Plan and is a condition of and a substantial basis for this PUD approval. Landscaping shall be installed as shown on the Concept Landscape Plan and in accordance with the final site plan, and thereafter regularly, professionally, and permanently maintained on the Property in a condition that provides maximum opacity.

## VI. LANDSCAPING/SCREENING

Final site plan shall include a detailed landscape plan that shows the size and type of all proposed plants. The following, as shown on the Concept Landscape Plan, shall ***at a minimum*** be provided:

- a) *Frontage.* The site is located on the City's western boundary and acts as a gateway site to the City. As such, special entrance features are required to distinguish the site. The Concept Landscape Plan shows 18 cherry trees along the Grand River Avenue frontage, intended to mirror those on the north side of Grand River. These trees are required to be shown on the final landscape plan.
- b) *Buffer.* The PUD Concept Plan includes replacement of the existing 6-foot masonry wall that runs along the south and east property lines between the site and adjacent neighborhoods. In addition, landscape islands are to be located every 50 feet where a buffer is narrower than required. In addition, the entire perimeter of the site shall be heavily planted with trees as shown on the PUD Concept Plan and detailed on the Concept Landscape Plan.
- c) *Overall Parking Areas.* On proposed Parcels 2 and 3, the PUD Concept Plan shows the required parking island for each eight spaces provided. With respect to the vehicle storage area, however, such parking islands are not provided, and this ordinance deviation is permitted pursuant to Section 35-137 of the ordinance; provided, however, that such waiver is granted only in light of and conditioned upon the heavy planting of trees along the entire perimeter of the Property, including the vehicle storage area.

## VII. PARKING



Draft 10-15-14

Parking shall be as shown on the attached PUD Concept Plan and the approved final site plan. No parking space reductions or deviations are required for proposed Parcels 1 or 2 as sufficient parking is provided.

With respect to Parcel 4, parking will be determined at the time of site plan review for that building, and sufficient parking shall be provided as required by the ordinance.

The proposed parking lot will be closer than the required 20 feet from the residential districts. The proposed masonry screen wall allows reduction of the setback provided the landscape islands are provided along the edge at a rate of one per 50 feet. This deviation is authorized, subject to installation and maintenance of the proposed landscape islands.

With regard to the parking on proposed Parcel 1, which is to be used for temporary vehicle storage, only new cars in connection with temporary storage for vehicles being delivered to or delivered from the Suburban Collection Auto Dealership (or other new car dealership) shall be permitted. Parking of used vehicles, or inoperable vehicles, is prohibited. In addition, the storage of vehicles is limited to passenger vehicles or commercial vehicles for sale as new vehicles at the Suburban Collection Auto Dealership (or other auto dealership). Car haulers or trucks and trailers are not permitted to be stored on-site. The vehicle storage area, in other words, is not a general vehicle storage area, but rather is specifically limited to the stated purpose of temporary parking and removal of new passenger vehicles to be sold at an area auto dealership. The Operational Plan for the temporary vehicle storage use is attached as **Exhibit F**, which is incorporated herein.

Further, the vehicle storage proposed to Parcel 1 is limited to Parcel 1. No vehicles may be stored on Parcels 2, 3, or 4. The uses of those parcels are as described and limited in this Agreement and the Concept Plan.

### **VIII. SHARED ACCESS**

Access to the Property is provided through two driveways from Grand River Avenue and one driveway from Freedom Road that will serve all four parcels in the PUD. Cross Access Easements to allow sufficient access to all parcels from such entranceways, as required in the Resolution approving the proposed land division, shall be required to be submitted in a form acceptable to the City and the City Attorney.

Although a separate driveway access to Parcel 4 is depicted on the PUD Concept Plan from Freedom Road (M-5), Developer acknowledges that no driveway access is approved at this time. The determination whether a separate driveway access to Parcel 4 will be permitted shall be made at the time of final site plan approval for Parcel 4.

### **IX. PEDESTRIAN CIRCULATION**

The existing sidewalk along Grand River shall be retained. A frontage sidewalk along Freedom Road shall also be required. An internal crosswalk as shown on the PUD Concept Plan, providing access between the tile shop and the new proposed commercial/office building shall be required.

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## **X. EXTERIOR LIGHTING**

All exterior lighting shall be approved at the time of final site plan, and shall comply with applicable ordinance requirements and regulations.

## **XI. SIGNAGE**

Signage shall be as shown on the approved final site plan, and shall comply with all City ordinances, requirements, and regulations.

## **XII. ON AND OFF-SITE IMPROVEMENTS**

On-site and off-site infrastructure improvements shall be as set forth in the final site plan and engineering plans, including improvements for storm water management, sanitary sewer, and public water. Developer shall be solely responsible for all costs and expenses of and associated with such improvements. The City has no obligation to construct or provide in any way for such improvements, and the City has made no guarantees, assurances, or representations with regard to the liability of any such improvements.

## **XIII. STORM WATER MANAGEMENT**

Storm water shall be released from the Property and the Project in a manner to be approved by the City as part of final site plan review and engineering review. In general, the storm water shall be directed to the existing City storm drains in the area, and Developer shall not be required to construct an above-ground detention or retention basin. The storm water and drainage conveyance facilities shall be designed and constructed by Developer, and approved and inspected by the City, in accordance with all applicable City, County of Oakland, and State of Michigan ordinances, codes, regulations and laws. Developer shall be responsible for securing any off-site easements as may be required, at its sole cost and expense

## **XIV. WATER AND SANITARY SEWER**

Sanitary sewer and water are available to the Property. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. Such improvements shall be designed and constructed in accordance with the PUD Concept Plan and the approved final site plan, and all applicable City, State and County standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions, and easements to reach the area to be served, shall be provided by and at the sole expense of Developer, and shall be completed, approved, and dedicated to (as required by the City in its discretion) the City to the extent necessary to fully service all proposed and existing facilities, structures, and uses within the Development to be served thereby, prior to issuance of any building permits for any building in such phase of the Development.

## **XV. BUILDING ELEVATIONS/ARCHITECTURAL REQUIREMENTS**

Because the Project is located at the intersection of two main thoroughfares (Grand River Avenue and Freedom Road/M-5) and is adjacent to an existing residential areas, the City has an interest

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in ensuring that the architecture of the buildings is of high quality and, at a minimum, of an appearance and character that is compatible and harmonious with existing adjacent uses. The buildings shall be of good and workmanlike construction, and constructed of quality materials. The PUD Concept Plan documents include building facades and elevations for the mixed-use building on Parcel 3. The facades and elevations do not comply with the requirements of the City's Zoning Ordinance, and are not approved. The facades and elevations will be as approved by the City at the time of final site plan approval. The City retains, and the Developer acknowledges, that the City retains, full authority under the Zoning Ordinance to approve, deny, or require alterations to the façade and elevations of all buildings within the Project, including Parcel 3 and Parcel 4, at the time of final site plan approval for the entire Project or any parcel within the Project, including the grant of waivers/deviations therefrom.

#### **XVI. LOT AND YARD REQUIREMENTS**

The proposed mixed-use building is 42 feet in height, which exceeds the maximum height of 35 feet allowed in the C-3 District by 7 feet. A deviation from the ordinance is hereby authorized pursuant to Section 35-137 of the ordinance. No other deviations from lot and yard requirements are granted.

#### **XVII. PHASING**

The Developer has represented that it expects the Project to be developed in phases as follows:

- 1) Demolish the K-Mart retail building on the south side of the Property and all of the retail building on the east of the Property except the tile shop.
- 2) Remodel/rehabilitate the tile shop on Parcel 2. Install the parking surface improvements for the vehicle storage portion of the Property (including the vehicle preparation building) on Parcel 1.
- 3) Construct the mixed-use commercial/office building adjacent to Grand River on Parcel 3.
- 4) Construct commercial building on Parcel 4.

The parties therefore agree that the following shall apply to the order of construction:

- 1) Demolition of the retail building shown in the Concept Plan to be removed shall occur first.
- (2) At the time the pavement improvements for the vehicle storage parking area are installed or constructed, Developer shall also install:
  - The landscaping along the frontage of Grand River Avenue as shown in the Concept Landscape Plan.
  - The access drive system (from Freedom/M-5 and Grand River).

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- The landscaping along the boundary between Parcel 1 and Parcels 2 and 3 as shown on the Concept Landscape Plan.

If the City grants certificates of occupancy, whether temporary or permanent, for the vehicle storage use on proposed Parcel 1 before the establishment of all required site improvements and the installation of required landscaping as required hereunder, it may require the posting on appropriate financial guarantees to ensure installation.

### 3) [Any further requirements by Council.]

## XVIII. GENERAL PROVISIONS

A. The Zoning Board of Appeals shall have no jurisdiction over the Property or the application of this Agreement.

B. Except as may be specifically modified by this Agreement, the City Code and all applicable regulations of the City shall apply to the Property. Any substantial violation of the City Code by Developer and/or any successor owners or occupants with respect to the Property shall be deemed a breach of this Agreement, as well as a violation of the City Code.

C. A breach of this Agreement shall constitute a nuisance *per se*, which shall be abated. Developer and the City therefore agree that, in the event of a breach of this Agreement by Developer, the City, in addition to any other relief to which it may be entitled at law or in equity, shall be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance *per se*. In the event of a breach of this Agreement, the City may notify Developer of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30) days, Developer shall not be in the breach hereunder if Developer commences the cure within the thirty (30) day period and diligently pursues the cure to completion. Failure to comply with such notice shall, in addition to any other relief to which the City may be entitled in equity or at law, render Developer liable to the City in any suit for enforcement for actual costs incurred by the City including, but not limited to, attorneys' fees, expert witness fees and the like.

D. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. In the event Developer desires to propose an amendment, an application shall be made to the City's Department of Community Development, which shall process the application in accordance with the procedures set forth in the Zoning Ordinance.

E. Both parties understand and agree that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction, and as a final enforceable judgment, to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provisions held to be invalid.



Draft 10-15-14

F. The Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

G. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, all remedies afforded in this Agreement are in addition to every other remedy provided by law.

H. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such parties.

I. This Agreement shall run with the land described herein as the Property and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds by the City. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, and assigns shall take their interest subject to the terms of this Agreement, and all references to "Developer " in this Agreement shall also include all heirs, successors, and assigns of Developer, and all future owners of any parcels created by the proposed land division. The parties also acknowledge that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

J. Developer has negotiated with the City the terms of the PUD Concept Plan and this Agreement (the PUD Documents), and such documentation represents the product of the joint efforts and mutual agreements of Developer and the City. Developer fully accepts and agrees to the final terms, conditions, requirements and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Documents result in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the PUD Documents cause an inverse condemnation, other condemnation or taking of all or any portion of the Property. Developer and the City agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America, and authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended.

Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and Developer shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon use of all or any portion of the Property, or to claim that enforcement of this Agreement causes an inverse condemnation or taking of all or any portion of such property. It is further agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Property under the approved PUD Concept Plan, and are, without exception, clearly and substantially related to the City's legitimate

Draft 10-15-14

interests in protecting the public health, safety and general welfare.

K. Developer acknowledges that, at the time of the execution of this Agreement, Developer has not yet obtained site plan and engineering approvals for the Project, nor has Developer received a land division to create any separate parcel from the Property as described herein. Developer acknowledges that the Planning Commission and Engineering Consultant may impose additional conditions other than those contained in this Agreement during site plan reviews and approvals as authorized by law; provided, however, that such conditions shall not be inconsistent with the PUD Concept Plan or documents and shall not change or eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement, and shall be enforceable against Developer.

L. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the City.

M. The recitals contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

N. This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to site plan approvals as stated above.

O. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

P. Where there is a question with regard to applicable regulations for a particular aspect of the development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of the PUD Documents and does not change or eliminate any development right authorized by the PUD documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Concept Plan and/or this Agreement, or between such documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

Q. Both parties acknowledge and agree that they have had the opportunity to have the PUD Concept Plan, and this Agreement, reviewed by legal counsel.

Draft 10-15-14

R. Notwithstanding the foregoing, Developer retains the right at any time prior to commencement of construction of any improvements on the Property, or any portion or parcel created within the property, contemplated by the PUD Concept Plan and this Agreement to terminate the PUD subject to and in accordance with the requirements of the Zoning Ordinance applicable to such a termination.

**CITY OF FARMINGTON**

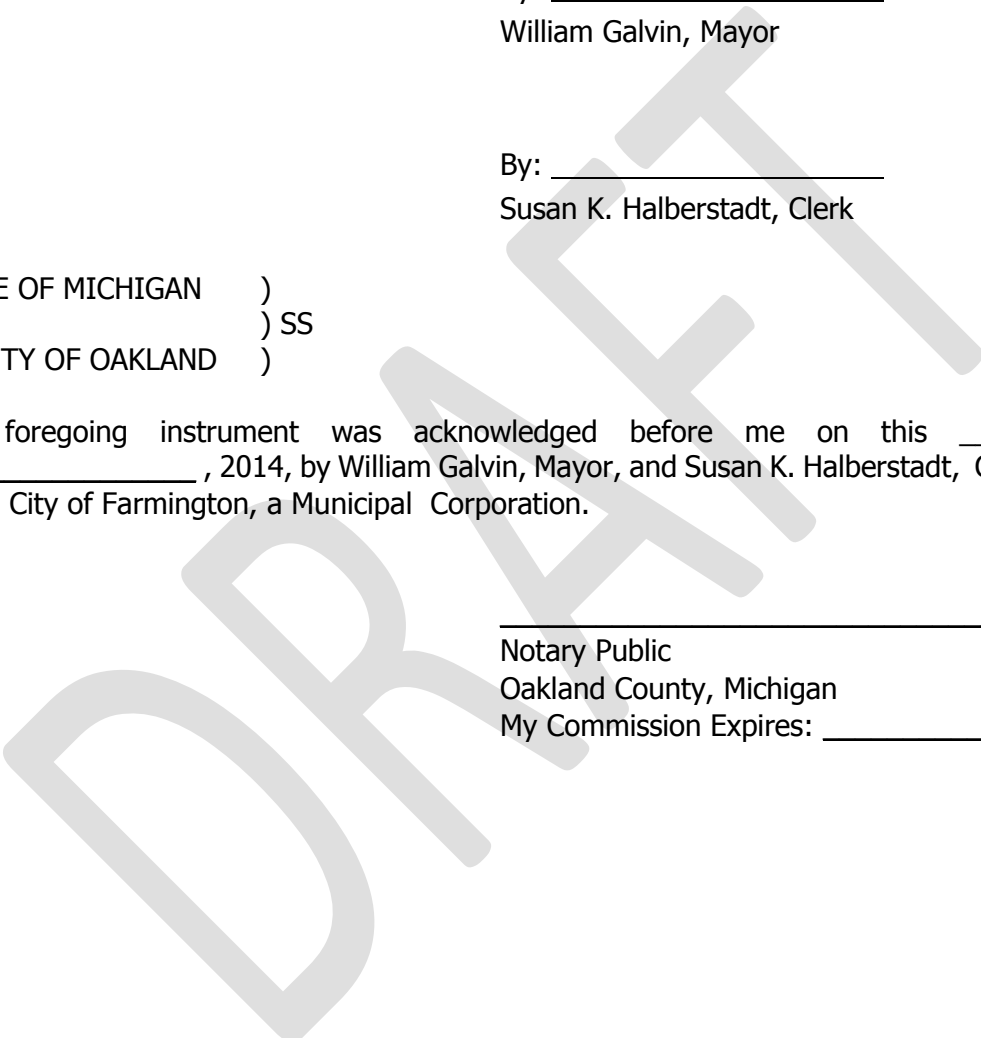
By: \_\_\_\_\_  
William Galvin, Mayor

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

STATE OF MICHIGAN    )  
                                  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by William Galvin, Mayor, and Susan K. Halberstadt, Clerk, on behalf of the City of Farmington, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_



Attachment: 10-15-14 KMart PUD Agreement (1705 : Consideration to Approve K-Mart PUD Agreement and Site Plan)

Draft 10-15-14

**GRAND RIVER PROJECT, L.L.C.,**  
a Michigan limited liability company

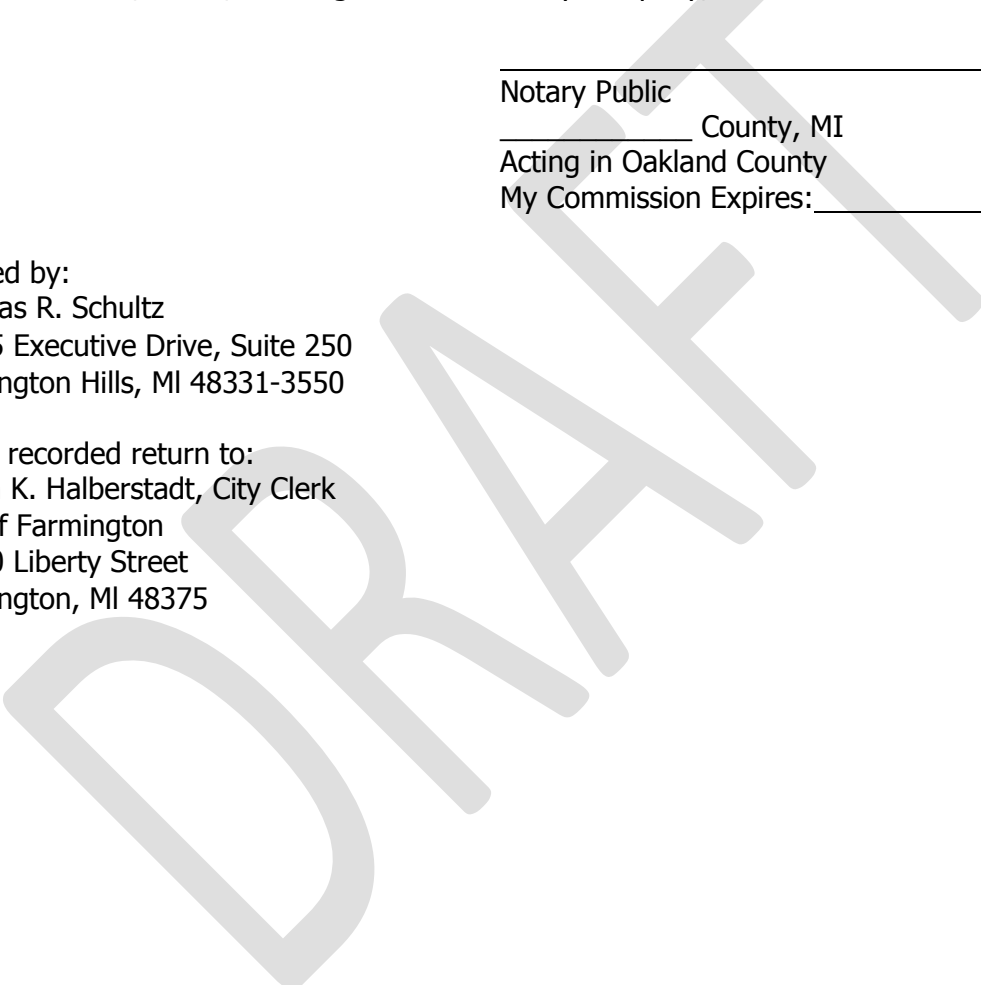
\_\_\_\_\_  
By:  
Its:

The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of GRAND RIVER PROJECT, L.L.C., a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, MI  
Acting in Oakland County  
My Commission Expires: \_\_\_\_\_

Drafted by:  
Thomas R. Schultz  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331-3550

When recorded return to:  
Susan K. Halberstadt, City Clerk  
City of Farmington  
23600 Liberty Street  
Farmington, MI 48375



Attachment: 10-15-14 KMart PUD Agreement (1705 : Consideration to Approve K-Mart PUD Agreement and Site Plan)



# Grand River & Freedom Road P.U.D.

## Farmington, MI



SIEGAL/TUOMAALA  
ASSOCIATES  
ARCHITECTS &  
PLANNERS INC.

29200 northwestern hwy  
suite 160  
southfield, mi 48034

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- P7 The Suburban Collection New Car Prep Building



project name:  
Grand River &  
Freedom Road  
P.U.D.

project location:  
Farmington, MI

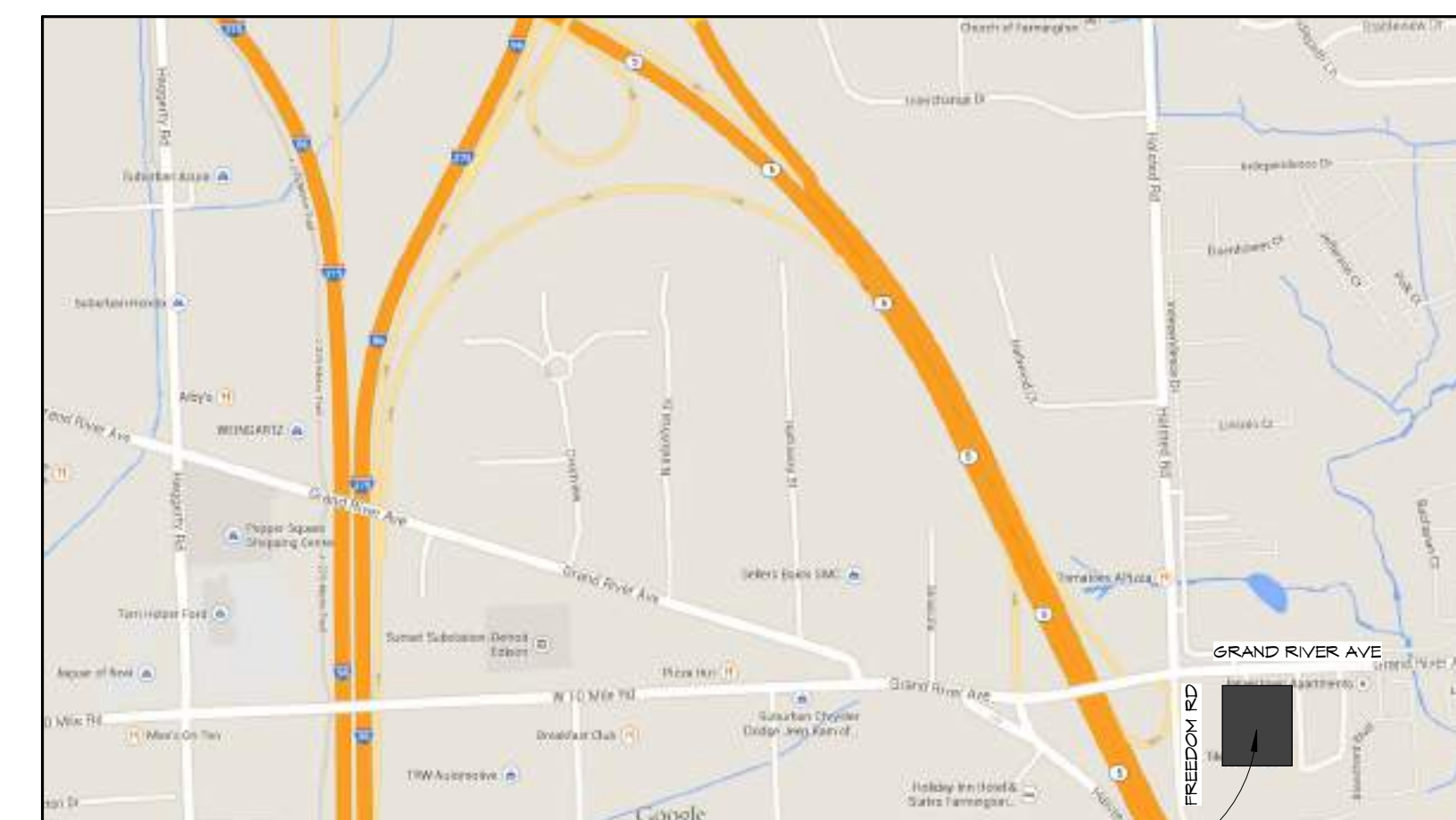
date/ revision:  
Aug 22, 2014 - P.U.D.

sheet title:  
Cover Sheet

project number:  
2075

sheet number:  
P0

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Location Map



PARCEL 1 - 8.96 ACRES  
USE: VEHICULAR PARKING 1,117 SPACES

PARCEL 2 - 2.38 ACRES  
PROPOSED 3-STORY RETAIL/OFFICE MIXED USE BLDG  
54 FT X 165 FT @ 1ST FLR = 9,135 SF  
64 FT X 165 FT @ 2ND/3RD FLR = 11,385 SF X 2  
TOTAL BUILDING SQUARE FOOTAGE = 32,505 SF

REQUIRED PARKING  
1 FLOOR RETAIL: 9,135 SF @ 4 SPACES/1000 SF GLA = 34 SPACES  
2 FLOORS OFFICE: 11,385 SF X 2 @ 4 SPACES/1000 SF GLA = 91 SPACES  
130 SPACES REQ'D  
62 SPACES REQ'D  
SHARED PARKING EASEMENT FOR PARCEL 3 =  
192 SPACES REQ'D  
195 SPACES PROVIDED

PARCEL 3 - 2.22 ACRES  
EXISTING 1-STORY RETAIL BUILDING "THE TILE SHOP" = 29,651 SF

REQUIRED PARKING  
29,651 SF @ 4.5 SPACES/1000 SF GLA = 133 SPACES REQ'D  
62 SPACES  
71 SPACES REQ'D ON PARCEL 3  
79 SPACES PROVIDED

PARCEL 4 - 0.48 ACRES  
DEVELOPMENT PLANS UNDETERMINED  
- FUTURE DEVELOPMENT WITH PARCEL 1, PARCEL 2 OR WITH ADJACENT FORMER GAS STATION PROPERTY.

TOTAL: 14.04 ACRES

- PARCEL 1 IS AN AUTOMOTIVE USE. C-3 PERMITS AUTOMOTIVE USE AS A SPECIAL USE.
- ORDNANCE: 35 FT. MAXIMUM HEIGHT DEVIATION: ADDITIONAL 10 FT HEIGHT TO 45 FT HEIGHT @ 3 STORY MIXED-USE BUILDING
- ORDNANCE: 10 FT LANDSCAPE SETBACK TO NON-RESIDENTIAL PROPERTY DEVIATION: 5 FT LANDSCAPE SETBACKS PROVIDED



Proposed Conceptual P.U.D. Plan  
scale: 1" = 50'

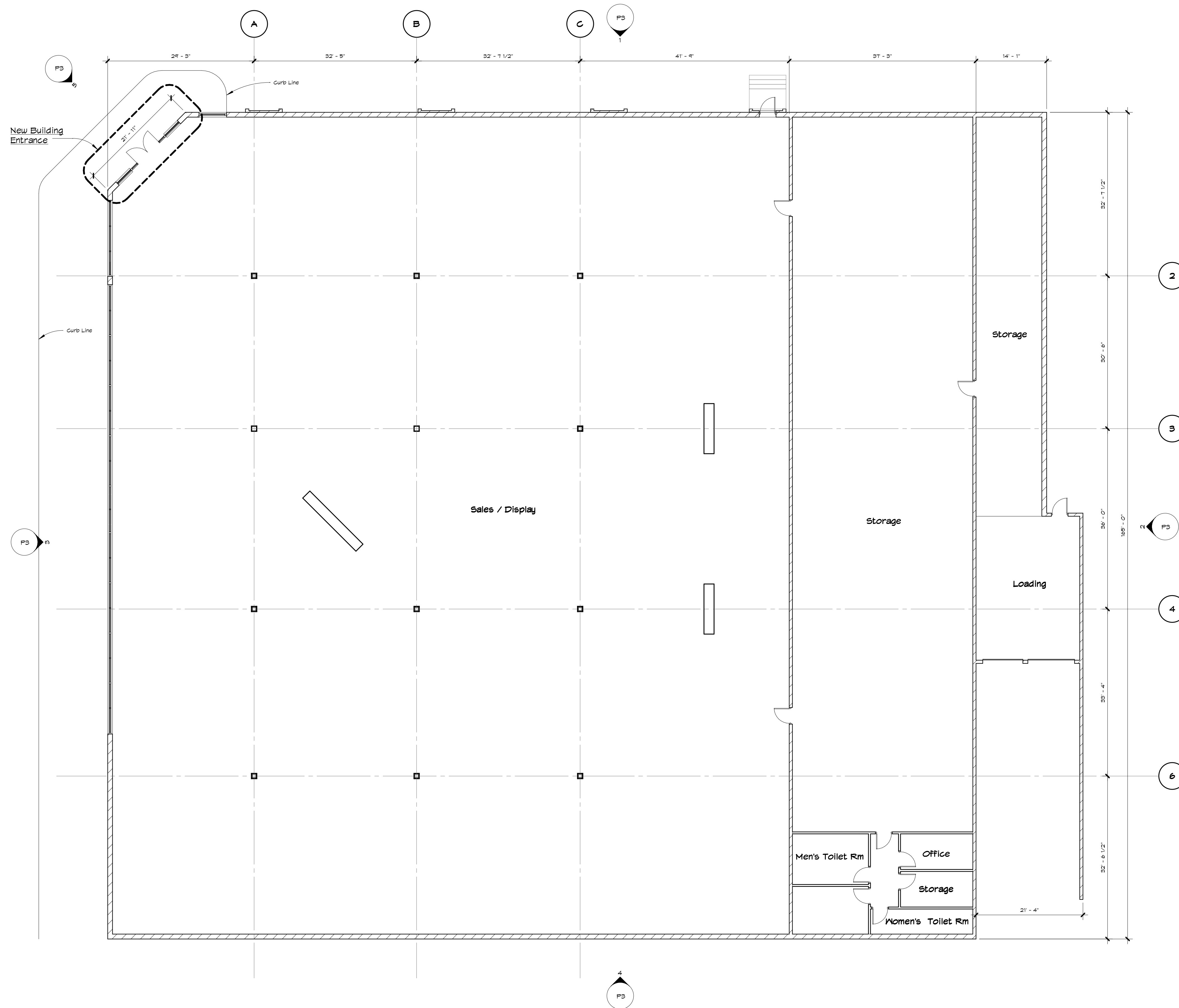




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Floor Plan  
SCALE: 3/32" = 1'-0"

project name:  
Grand River &  
Freedom Road  
P.U.D.  
project location:  
Farmington, MI

date/ revision:  
Aug 22, 2014 - P.U.D.

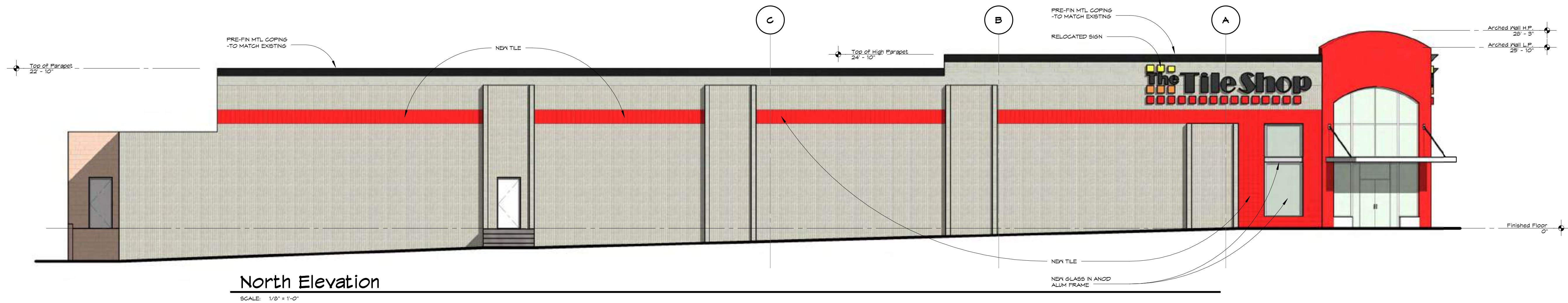
sheet title:  
The Tile Shop  
Floor Plan

project number:  
2075

sheet number:  
P2

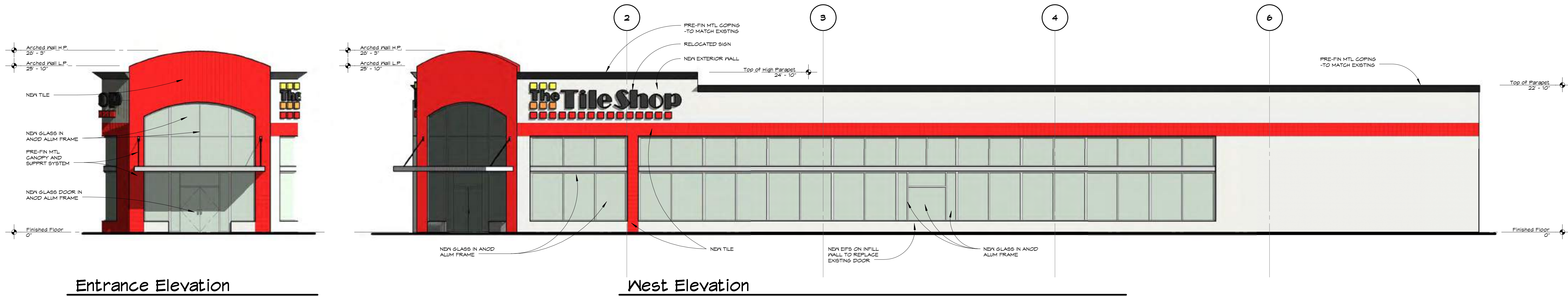
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North Elevation

SCALE: 1/8" = 1'-0"



Entrance Elevation

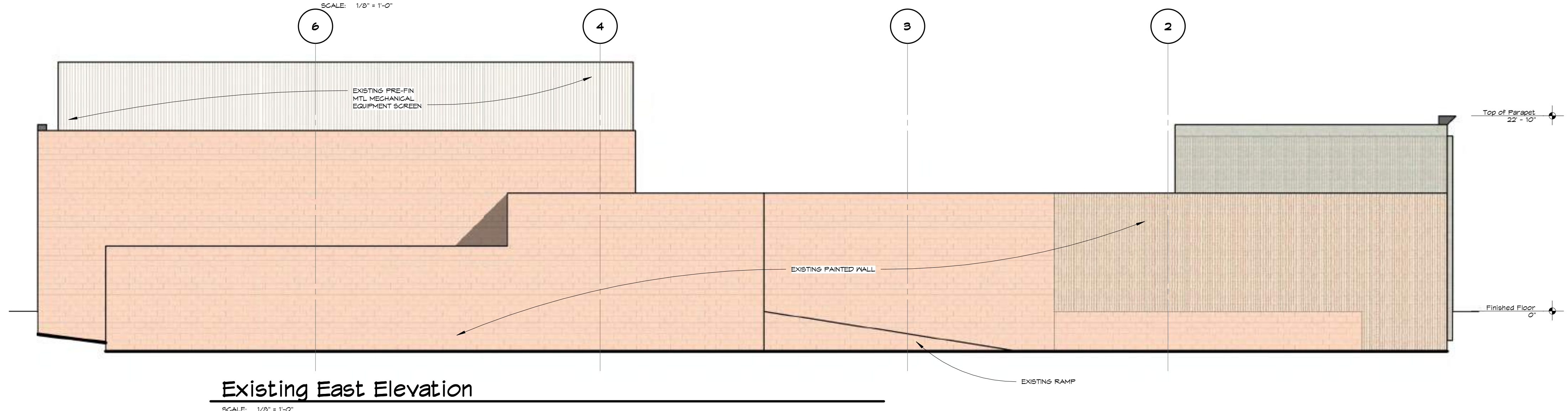
SCALE: 1/8" = 1'-0"

West Elevation

SCALE: 1/8" = 1'-0"

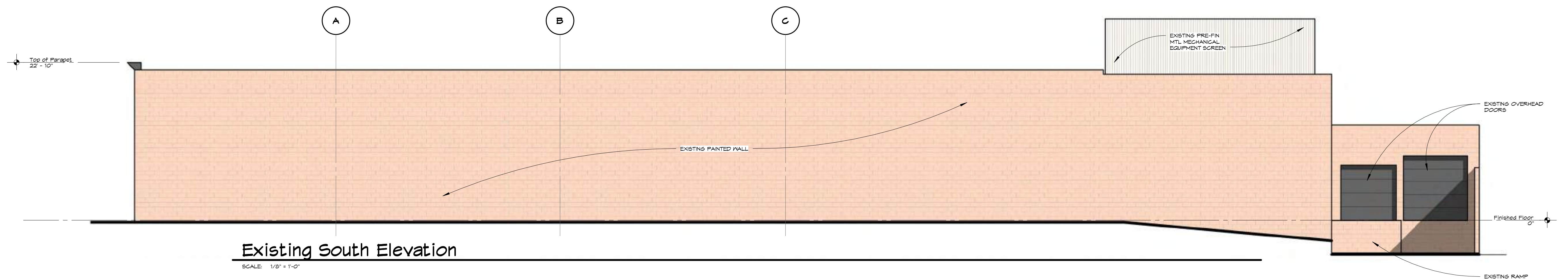


Northwest Corner



Existing East Elevation

SCALE: 1/8" = 1'-0"



Existing South Elevation

SCALE: 1/8" = 1'-0"

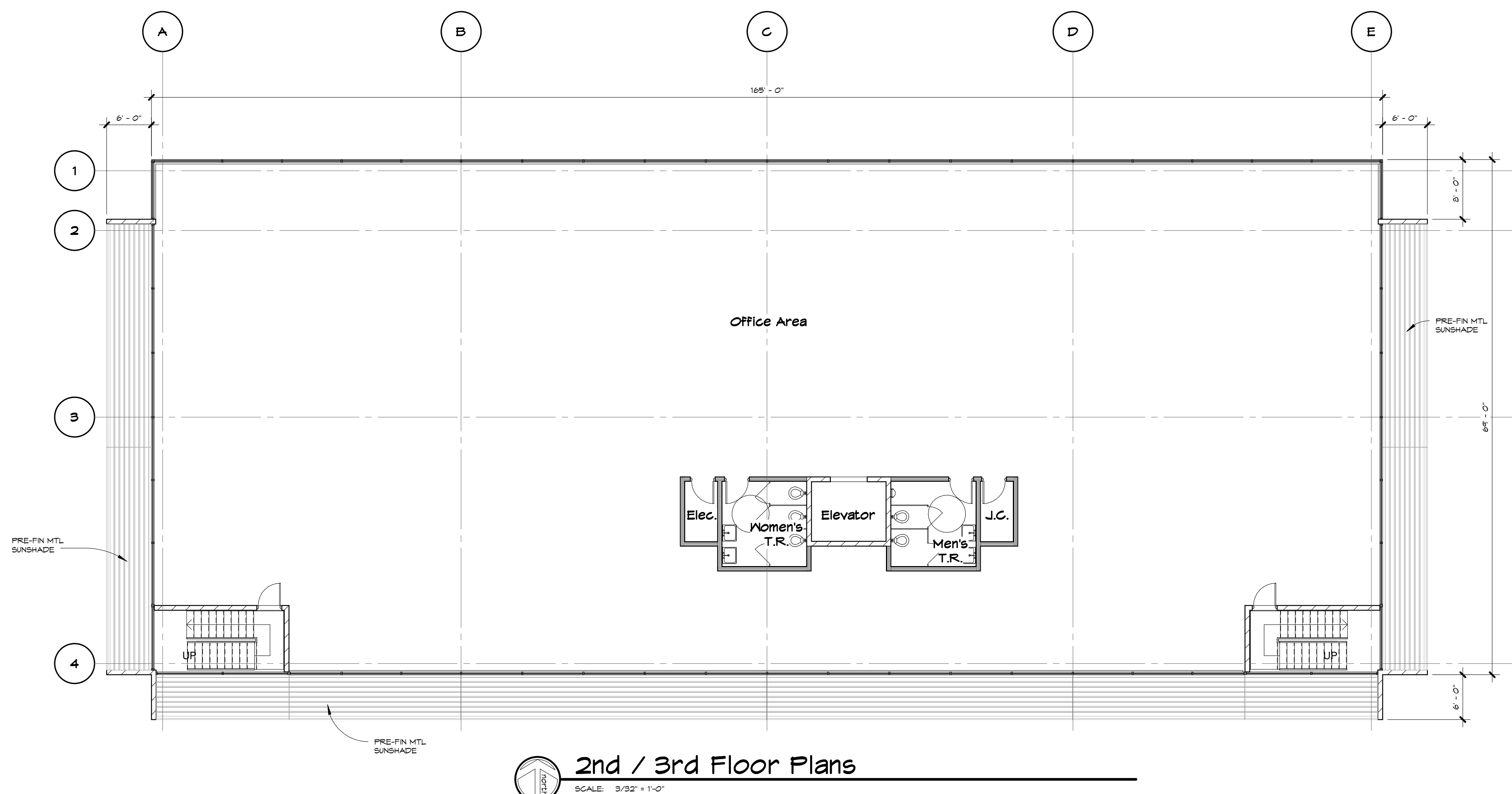
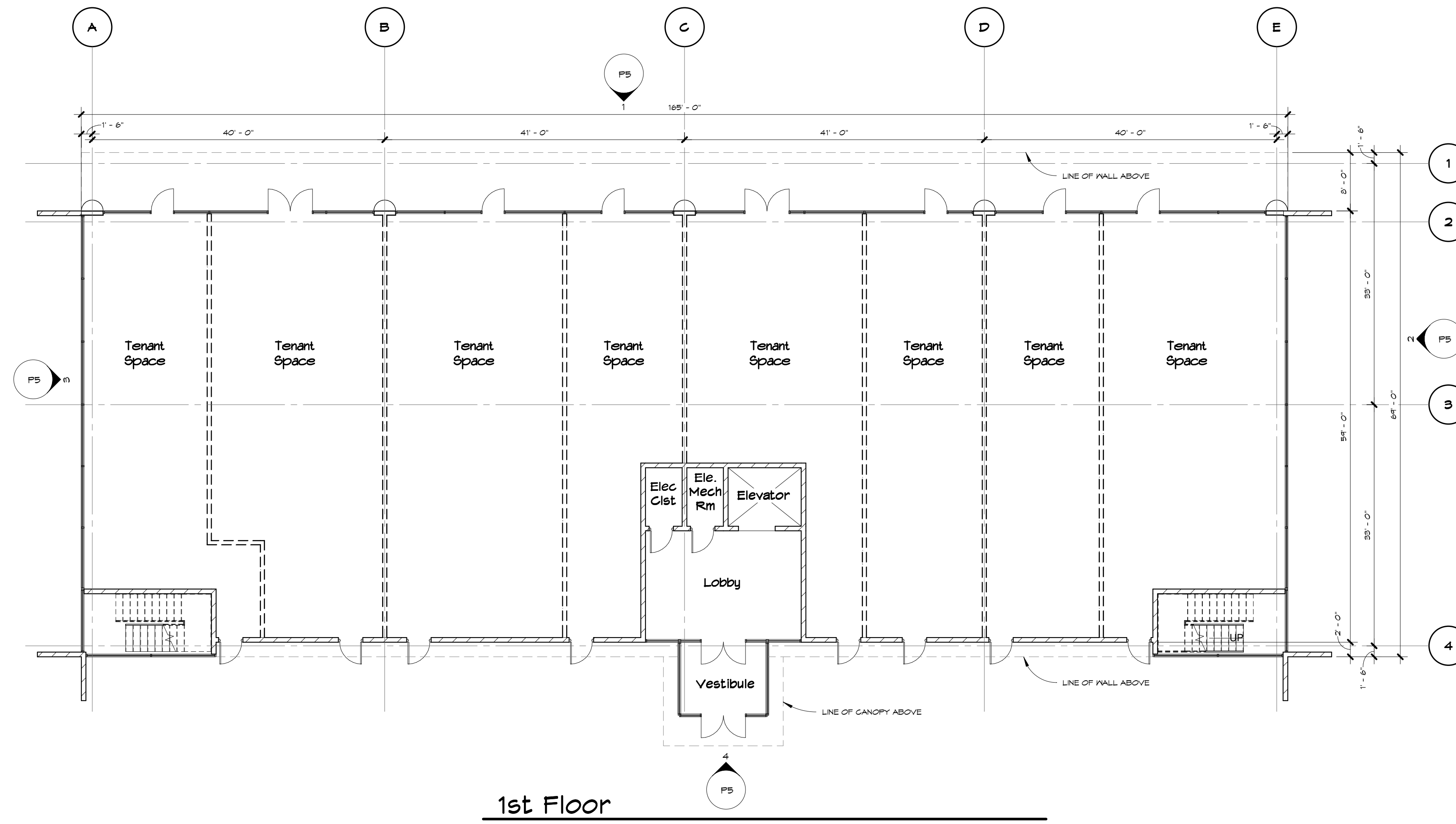




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project name:  
Grand River & Freedom Road P.U.D.  
project location:  
Farmington, MI

date/ revision:  
Aug 22, 2014 - P.U.D.

sheet title:  
Office/Retail Building Floor Plans

project number:  
2075

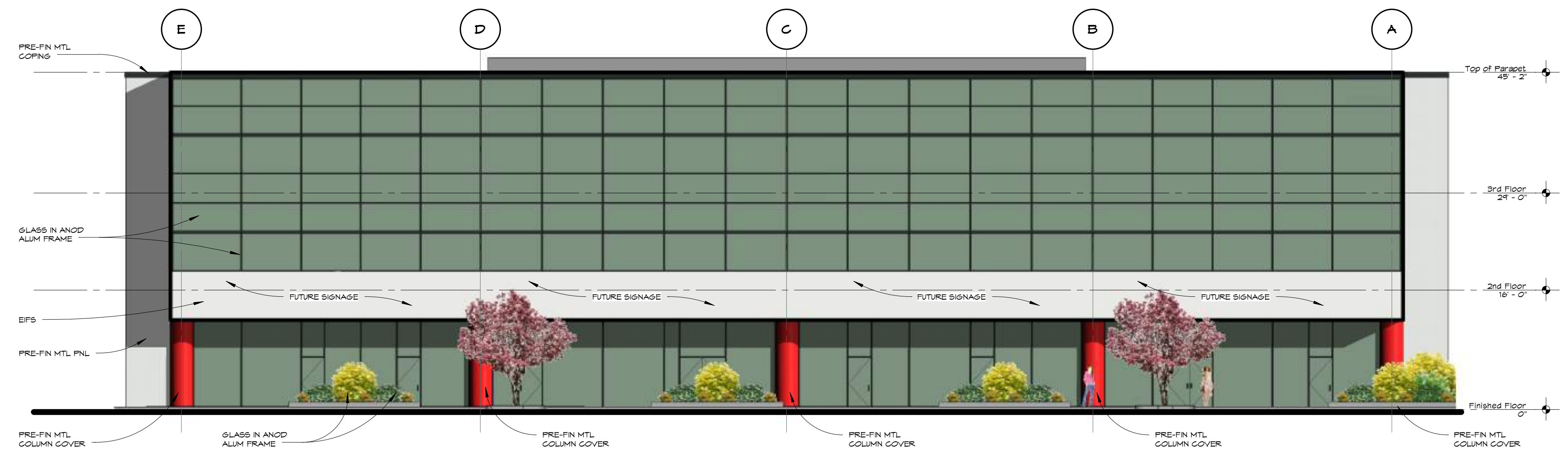
sheet number:  
P4

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View From Northeast



North Elevation

SCALE: 3/32" = 1'-0"

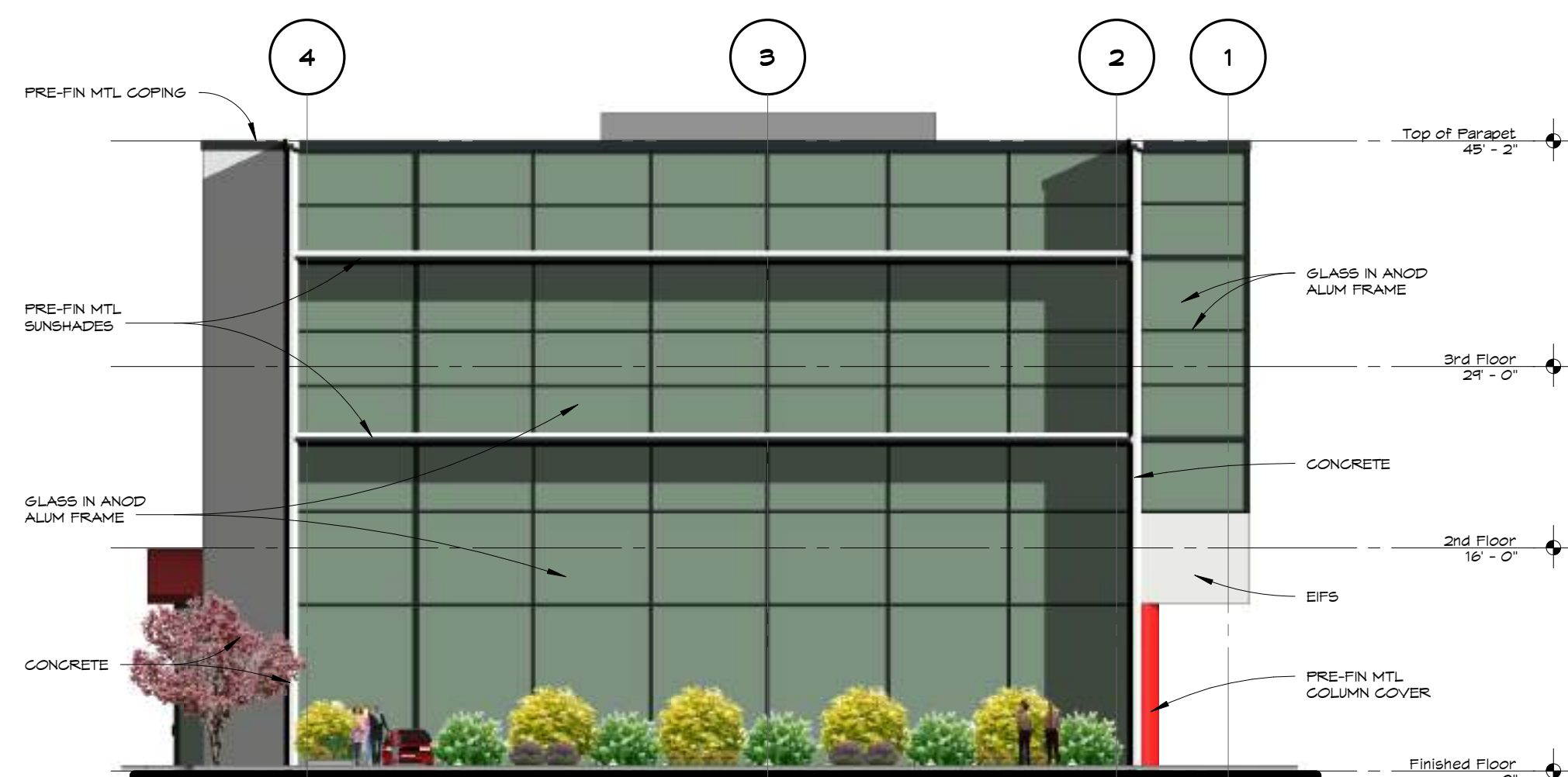


View From North



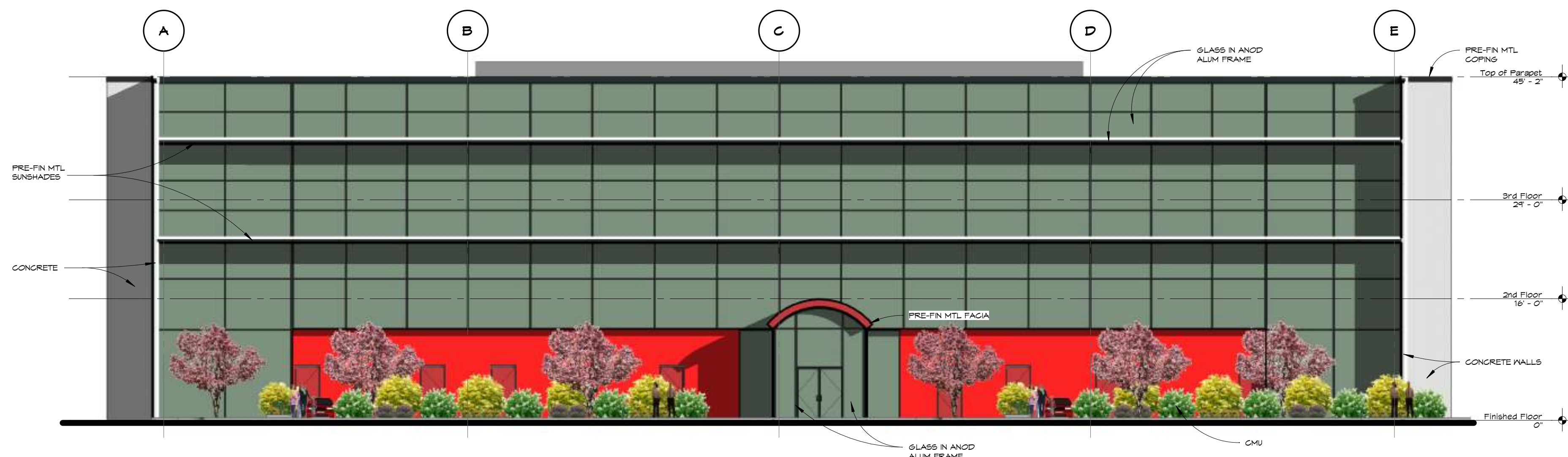
West Elevation

SCALE: 3/32" = 1'-0"



East Elevation

SCALE: 3/32" = 1'-0"



South Elevation

SCALE: 3/32" = 1'-0"





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EXISTING OFFICE BUILDING ACROSS GRAND RIVER AVENUE

VIEWS TO SITE MAIN DRIVEWAY FROM GRAND RIVER AVENUE

no scale

project name: Grand River & Freedom Road P.U.D.

project location: Farmington, MI

date/revision: Aug 22, 2014 - P.U.D. Sept. 15, 2014

sheet title: Perspectives

project number:

2075

sheet number:

P6

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# Grand River & Freedom Road P.U.D.

## Farmington, MI



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- P3 The Tile Shop Elevations
- P4 Office/Retail Building Floor Plans
- P5 Office/Retail Building Elevations
- P6 Perspectives
- P7 The Suburban Collection New Car Prep Building



project name:  
Grand River &  
Freedom Road  
P.U.D.

project location:  
Farmington, MI

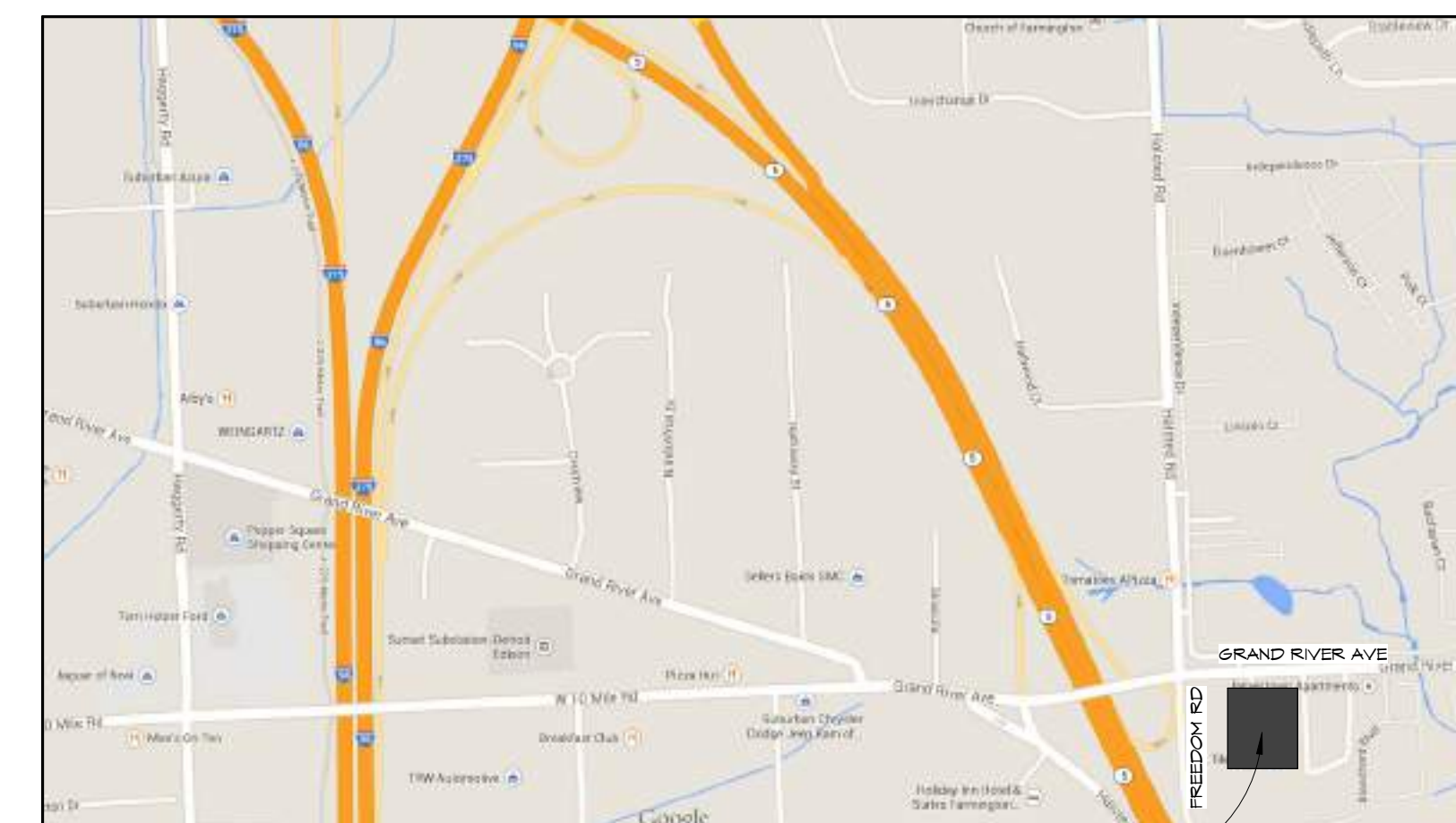
date/ revision:  
Aug 22, 2014 - P.U.D.

sheet title:  
Cover Sheet

project number:  
2075

sheet number:  
P0

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Location Map



PARCEL 1 - 8.96 ACRES

USE: VEHICULAR PARKING 1,117 SPACES

PARCEL 2 - 2.38 ACRES

PROPOSED 3-STORY RETAIL/OFFICE MIXED USE BLDG  
54 FT X 165 FT @ 1ST FLR = 9,135 SF  
64 FT X 165 FT @ 2ND/3RD FLR = 11,305 SF X 2  
TOTAL BUILDING SQUARE FOOTAGE = 32,505 SF

REQUIRED PARKING

1 FLOOR RETAIL: 9,135 SF @ 4 SPACES/1000 SF GLA = 34 SPACES  
2 FLOORS OFFICE: 11,305 SF X 2 @ 4 SPACES/1000 SF GLA = 91 SPACES  
130 SPACES REQ'D  
62 SPACES REQ'D  
SHARED PARKING EASEMENT FOR PARCEL 3 =  
192 SPACES REQ'D  
195 SPACES PROVIDED

PARCEL 3 - 2.22 ACRES

EXISTING 1-STORY RETAIL BUILDING "THE TILE SHOP" = 29,651 SF

REQUIRED PARKING

29,651 SF @ 4.5 SPACES/1000 SF GLA = 133 SPACES REQ'D  
62 SPACES  
71 SPACES REQ'D  
ON PARCEL 3  
79 SPACES PROVIDED

PARCEL 4 - 0.48 ACRES

DEVELOPMENT PLANS UNDETERMINED  
- FUTURE DEVELOPMENT WITH PARCEL 1, PARCEL 2 OR WITH  
ADJACENT FORMER GAS STATION PROPERTY.

TOTAL: 14.04 ACRES

- PARCEL 1 IS AN AUTOMOTIVE USE.  
C-3 PERMITS AUTOMOTIVE USE AS A SPECIAL USE.
- ORDNANCE: 35 FT. MAXIMUM HEIGHT DEVIATION: ADDITIONAL 10 FT HEIGHT  
TO 45 FT HEIGHT @ 3 STORY  
MIXED-USE BUILDING
- ORDNANCE: 10 FT LANDSCAPE SETBACK DEVIATION: 5 FT LANDSCAPE SETBACKS  
TO NON-RESIDENTIAL PROPERTY PROVIDED



Proposed Conceptual  
P.U.D. Plan  
scale: 1" = 50'

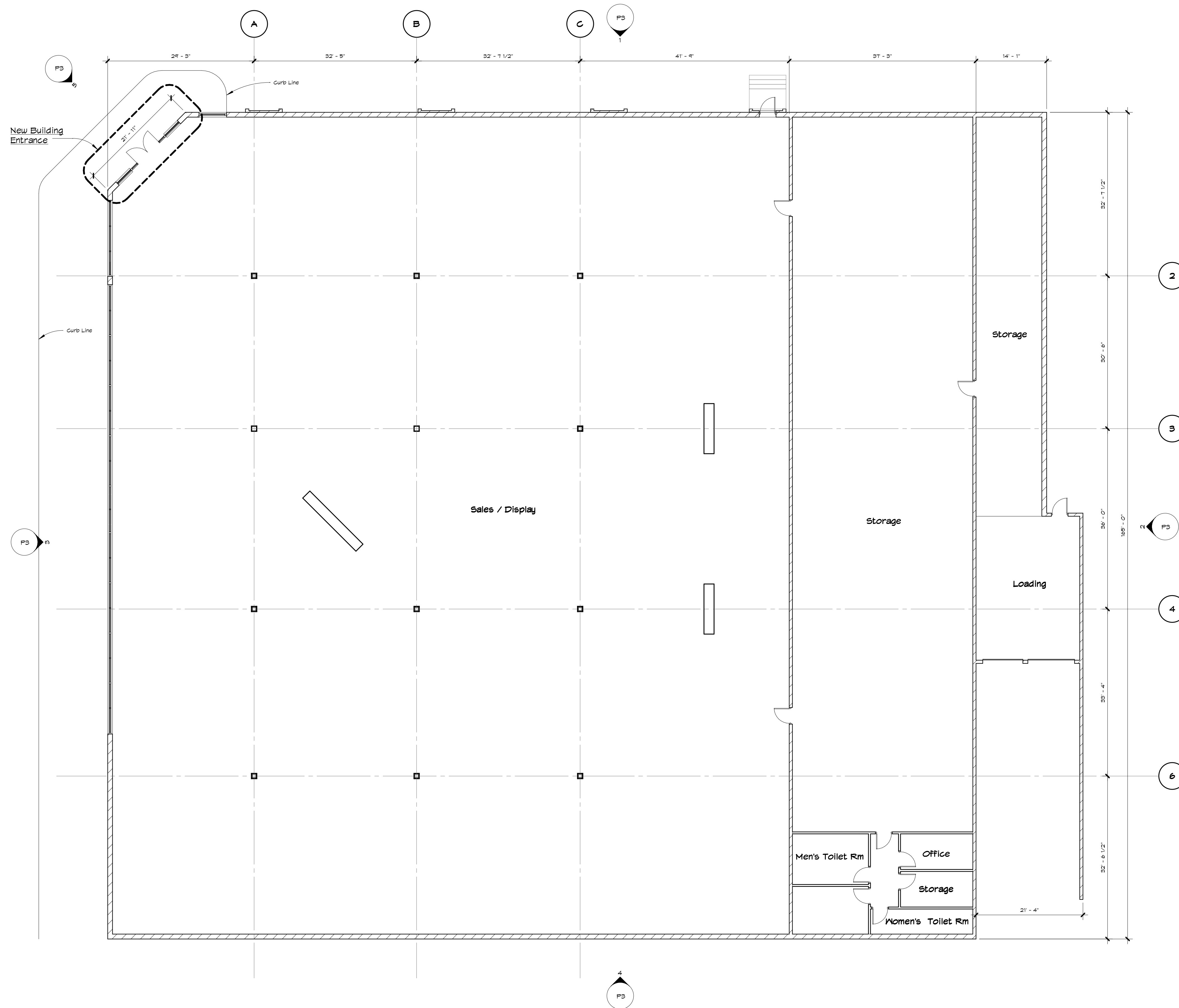





SIEGAL/TUOMALA  
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 **Floor Plan**  
SCALE: 3/32" = 1'-0"

project name:  
**Grand River &  
Freedom Road  
P.U.D.**  
project location:  
Farmington, MI

date/ revision:  
■ Aug 22, 2014 - P.U.D.

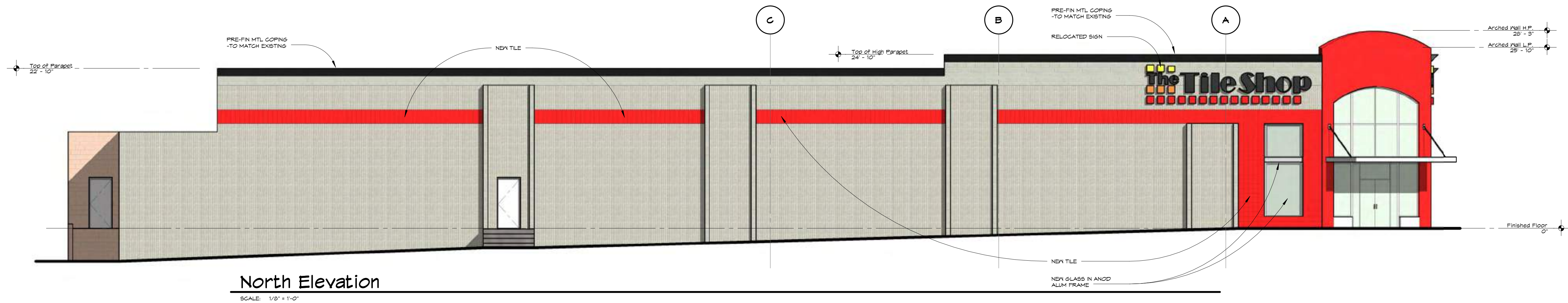
sheet title:  
**The Tile Shop  
Floor Plan**

project number:  
**2075**

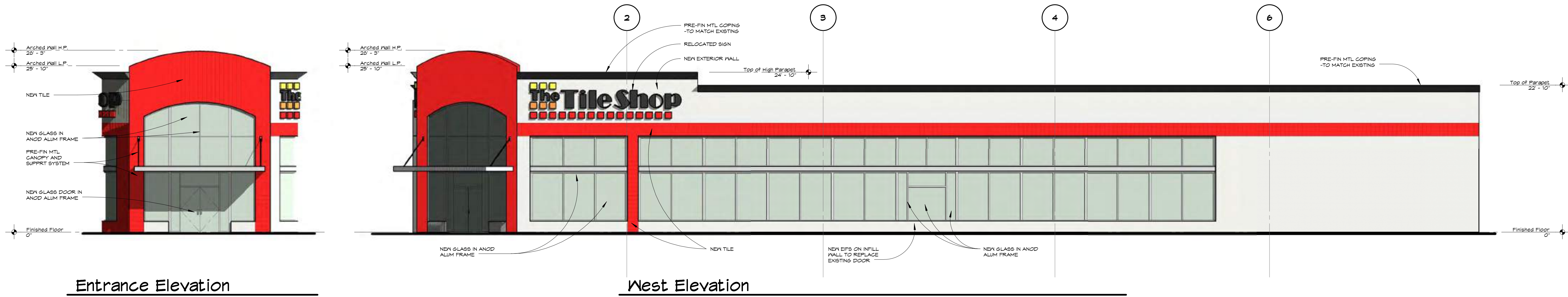
sheet number:  
**P2**

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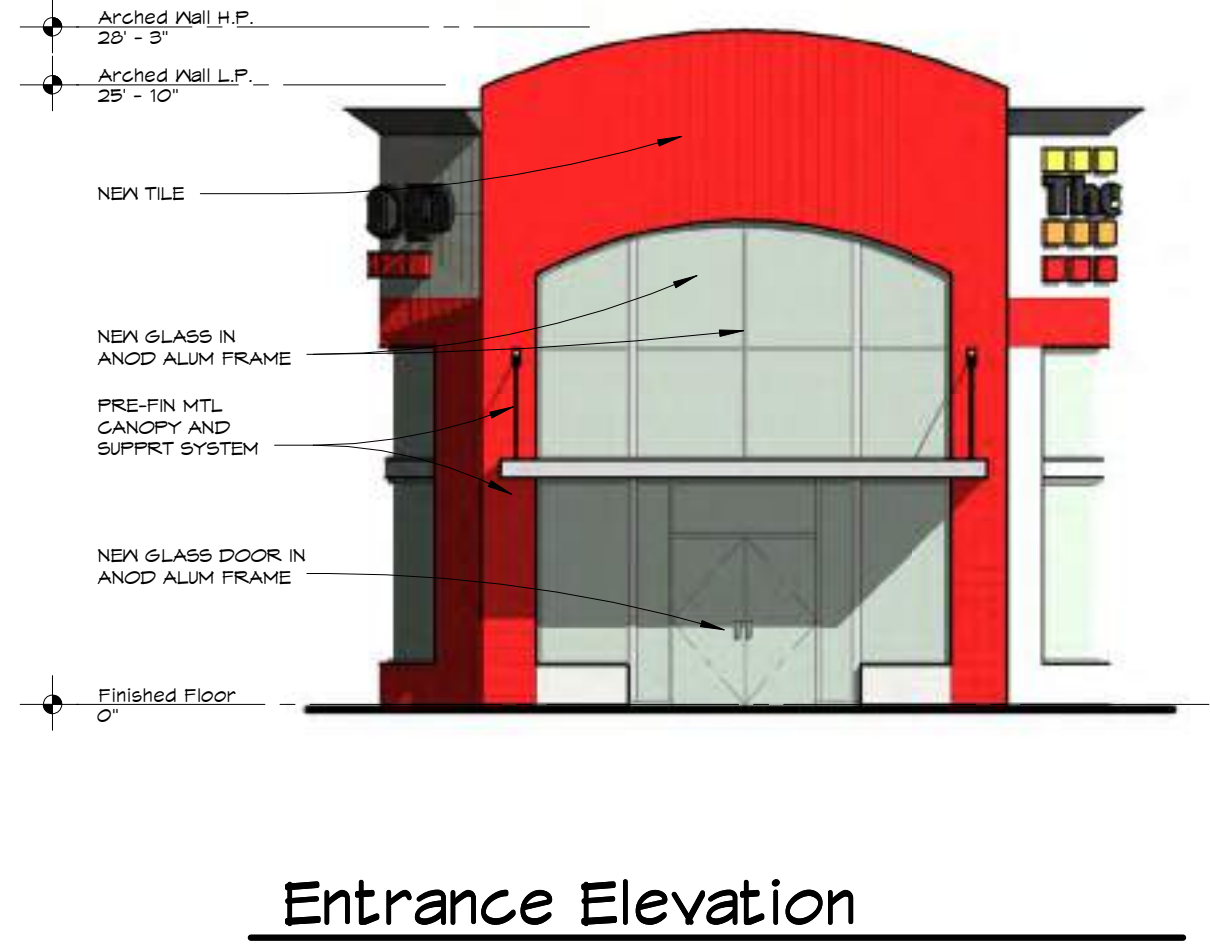




North Elevation  
SCALE: 1/8" = 1'-0"



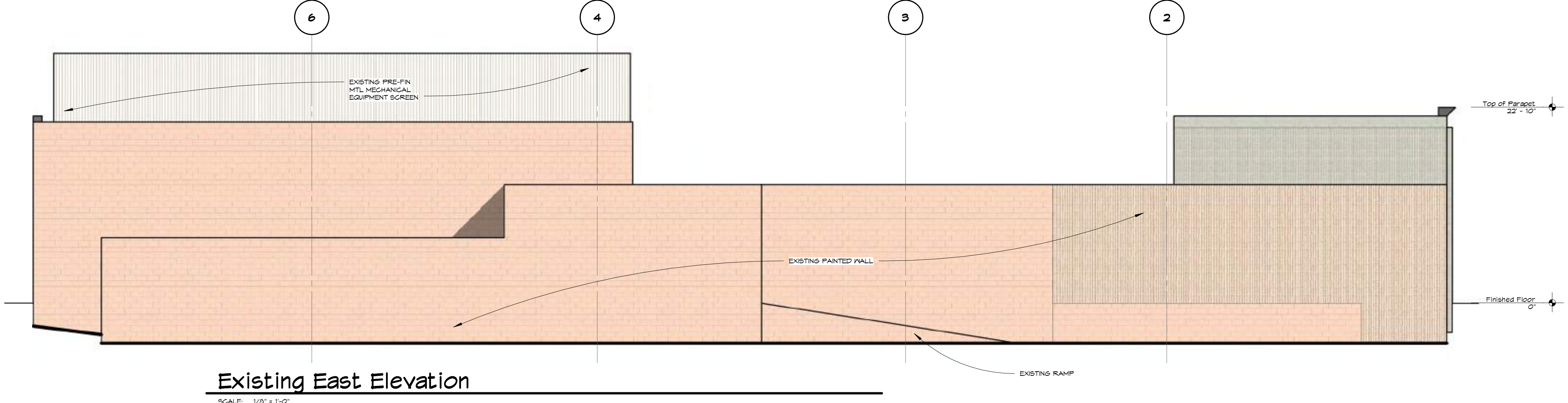
West Elevation  
SCALE: 1/8" = 1'-0"



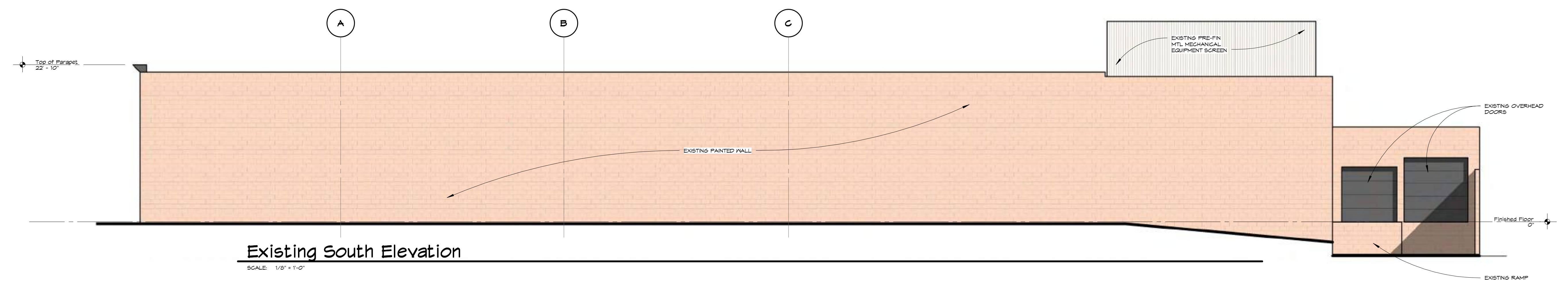
Entrance Elevation  
SCALE: 1/8" = 1'-0"



Northwest Corner



Existing East Elevation  
SCALE: 1/8" = 1'-0"



Existing South Elevation  
SCALE: 1/8" = 1'-0"

project name:  
Grand River & Freedom Road P.U.D.  
project location:  
Farmington, MI

date/ revision:  
Aug 22, 2014 - P.U.D.

sheet title:  
The Tile Shop Elevations

project number:  
2075

sheet number:  
P3

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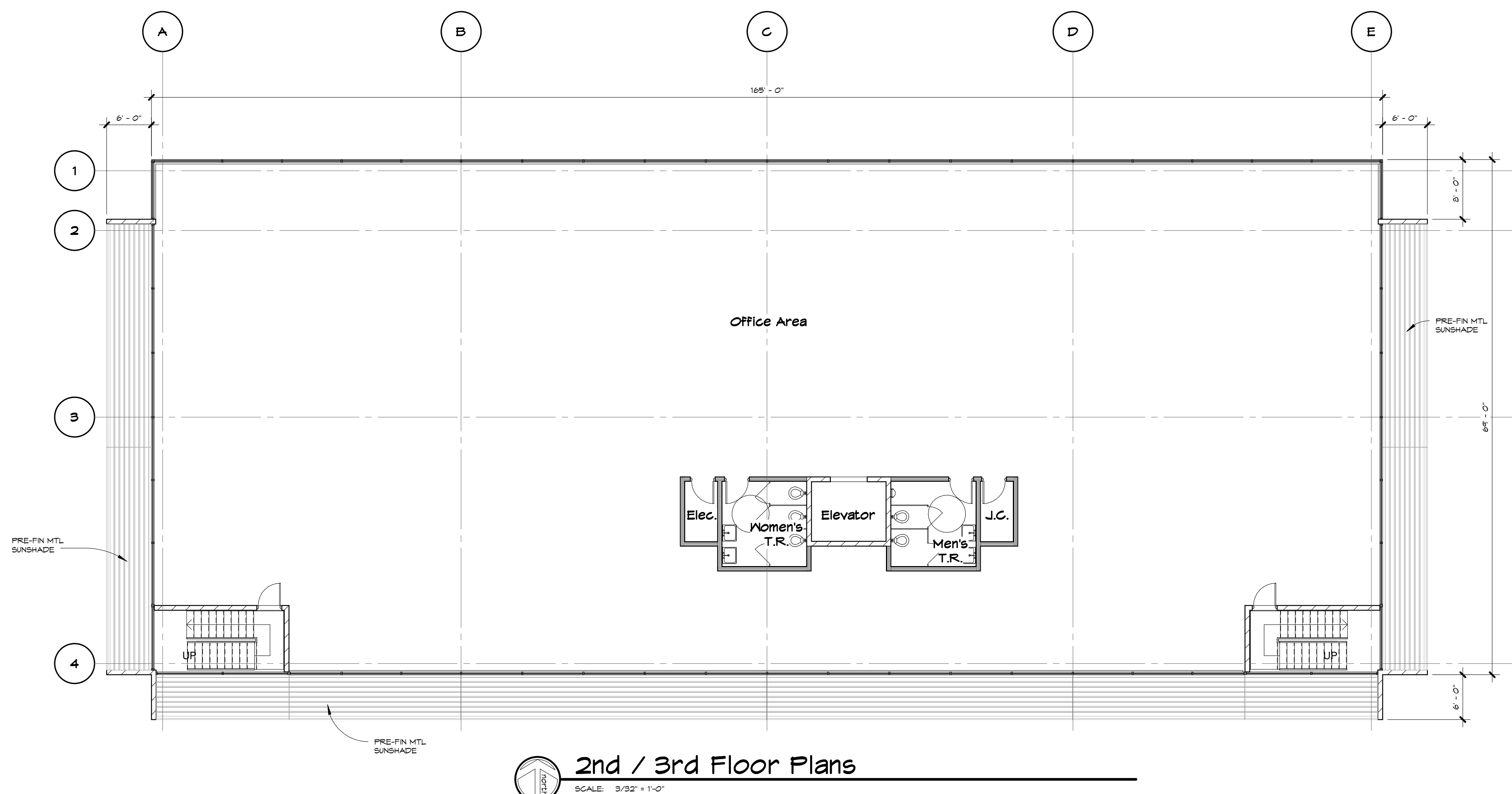
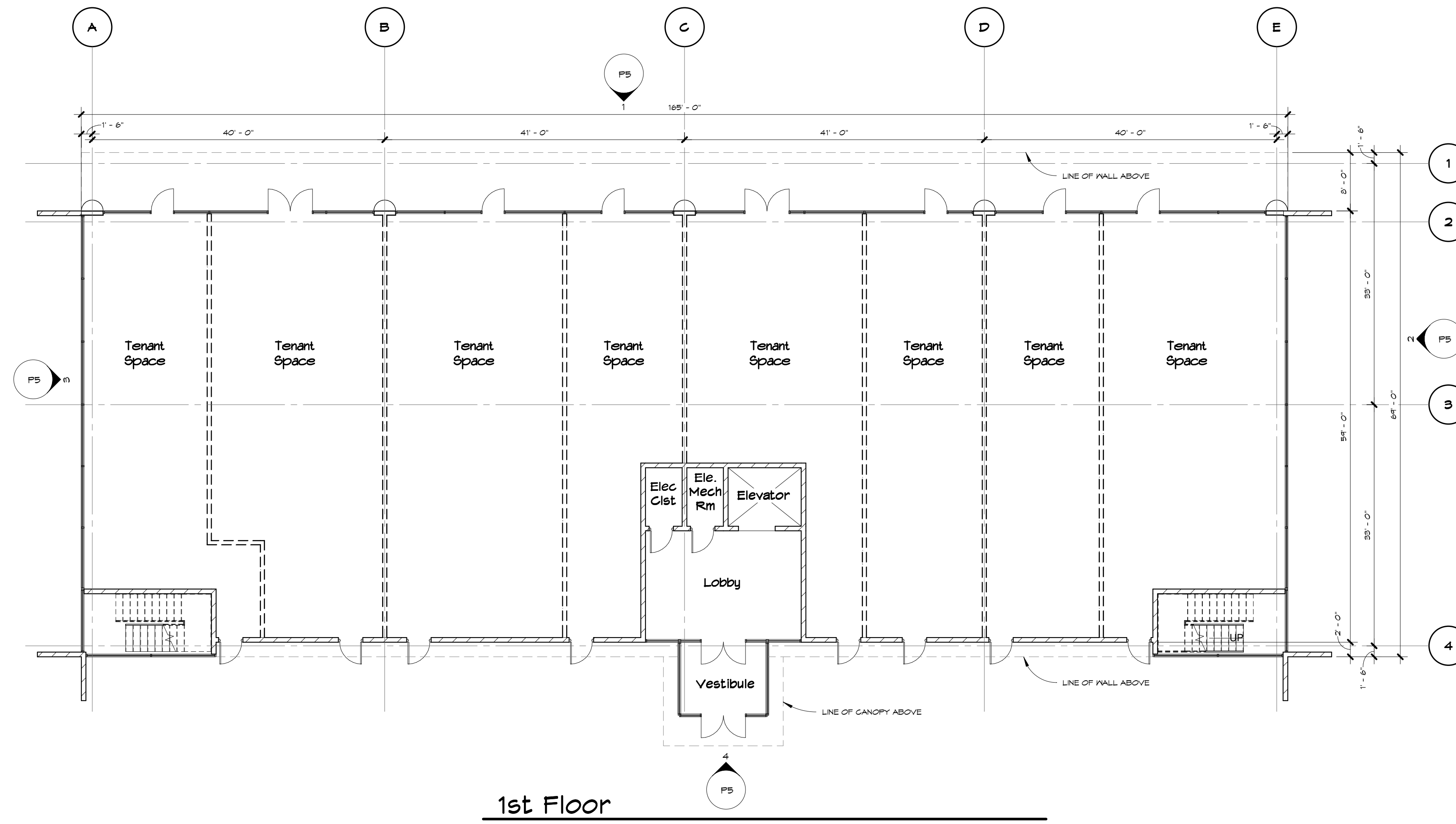




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project name:  
Grand River & Freedom Road P.U.D.  
project location:  
Farmington, MI

date/ revision:  
Aug 22, 2014 - P.U.D.

sheet title:  
Office/Retail Building Floor Plans

project number:  
2075

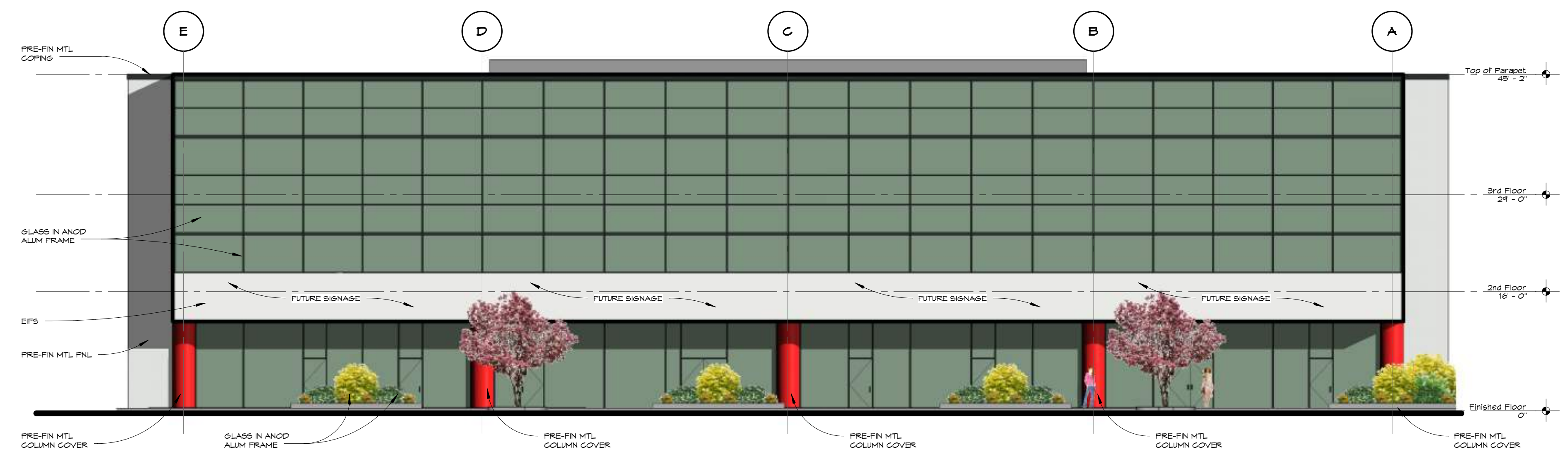
sheet number:  
P4

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View From Northeast



North Elevation

SCALE: 3/32" = 1'-0"



View From North



West Elevation

SCALE: 3/32" = 1'-0"



East Elevation

SCALE: 3/32" = 1'-0"



South Elevation

SCALE: 3/32" = 1'-0"





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EXISTING OFFICE BUILDING ACROSS GRAND RIVER AVENUE

VIEWS TO SITE MAIN DRIVEWAY FROM GRAND RIVER AVENUE

no scale

project name: Grand River & Freedom Road P.U.D.

project location: Farmington, MI

date/revision: Aug 22, 2014 - P.U.D. Sept. 15, 2014

sheet title: Perspectives

project number: 2075

sheet number: P6

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Attachment: Grand River-Halsed Plaza - Grand River & Freedom Road PUD (Revised 9-15-14) (1705 - Consideration to Approve K-Mart PUD Agreement and Site Plan)







## The Suburban Collection

P.O. Box 808  
Troy, Michigan 48069

### Members of The Suburban Collection

**California Locations**  
Orange Coast Buick GMC  
Orange Coast Cadillac

**Florida Locations**  
Accessories of Florida  
Suburban Volvo Palm Beach

**Illinois Location**  
Accessories of Chicago

**Michigan Locations**  
**Ann Arbor**  
BMW of Ann Arbor  
Mercedes-Benz of Ann Arbor  
Suburban Alfa Romeo  
Suburban Chevrolet Cadillac  
Suburban Chrysler Dodge Jeep Ram  
Suburban Fiat

**Clinton**  
Suburban Chevrolet  
**Farmington Hills/Novi**  
Audi Farmington Hills  
Fischer Body Refinishing  
Porsche of Farmington Hills  
Suburban Acura  
Suburban Chrysler Dodge Jeep Ram  
Suburban Honda  
Suburban Infiniti  
Suburban Mazda  
Suburban Nissan  
Suburban Volkswagen

**Farmdale**  
Suburban Buick GMC  
**Garden City**  
Suburban Chrysler Dodge Jeep Ram  
**Lansing**  
Suburban Cadillac

**Plymouth**  
Suburban Cadillac

**Sterling Heights**  
Suburban Ford  
Suburban Mazda

**Troy**  
Bentley Troy  
Bugatti Troy  
Fischer Body Refinishing  
Lamborghini Troy  
Maserati of Troy  
Rolls-Royce Motor Cars Michigan  
Spyker of Troy  
Accessories of Michigan  
Suburban Cadillac Buick  
Suburban Chrysler Dodge Jeep Ram  
Suburban Hyundai  
Suburban Infiniti  
Suburban Kia  
Suburban Mazda  
Suburban Nissan  
Suburban Scion  
Suburban Subaru  
Suburban Toyota  
Suburban Volkswagen  
Suburban Volvo

**Waterford**  
Suburban Ford

## Use of 37025 Grand River by The Suburban Collection

The Suburban Collection is interested in acquiring the southern portion of 37025 Grand River Ave., Farmington, Michigan to assist in the operation of dealerships located in the immediate vicinity. This includes Suburban Chrysler Dodge Jeep Ram, Suburban Mazda, Suburban Volkswagen, Audi Farmington Hills, Porsche of Farmington Hills, Suburban Infiniti of Novi, Suburban Acura, and Suburban Honda.

This property will operate as a distribution hub where various new vehicles will be received, stored, staged and prepped for delivery to the local dealerships for display, or delivery to retail customers. The new vehicles will arrive by car haulers. These car haulers are Class A trucks that hold 8 to 10 cars or trucks and have a Gross Vehicle Weight (GVW) of 80,000 lbs. Most deliveries by the car haulers will occur during normal business hours (9 a.m. to 6 p.m.). On some occasions there will be after hours deliveries. The car haulers will enter the property from the east entrance off of Grand River and exit onto Freedom Road. On average 6 to 10 trucks per business day deliver 4 to 10 cars per car hauler. It takes approximately 10 minutes to unload each car or truck. There will be ample space provided to accommodate multiple car haulers if they are on site at the same time. During the unloading process, Suburban Collection employees will inspect the cars for damage.

After delivery by car hauler, the vehicles will be assigned to the New Car Prep Department located on the property. The New Vehicle Prep Department will inspect and prep the vehicles to manufacturer standards to make sure they are road worthy, safe, clean and ready for display at all local dealerships. The New Vehicle Prep Department will also be responsible for cleaning and detailing all sold new car deliveries.

While this facility is in operation, normal volume would be 50 or less trips per day, with car haulers and vehicles being transported to and from the dealerships. Peak time could filter up to 100 cars per day to the various local dealerships.

As indicated on the Proposed Conceptual P.U.D. Plan, the perimeter of the property will be screened appropriately, for both aesthetic purposes and security.

Lighting for the parking area will be primarily for security only, with zero foot candles at the residential lot lines. A minimal amount of the security lighting will be turned on and off by photocells (on after dark) with remaining lighting being activated by motion-detectors.

Access gates will be motorized, and activated by keypad entries.

*Brief Description of our Company:*

The Suburban Collection was founded in 1948 in Birmingham, Michigan as an Oldsmobile dealership and has since expanded in Michigan and into Illinois, Florida, and California. The Suburban Collection is a privately owned by David T. Fischer and his family, with the corporate office located in Troy, Michigan.

The Suburban Collection includes over 30 new vehicle franchises, 8 body shops, an internet center, and General Motors' exclusive accessories distribution centers in Michigan, Illinois and Florida. The Suburban Collection is the 18th largest dealer group in the country with over 45,000 vehicles sold in 2013 and over 200,000 vehicles serviced per year. There are over 2,000 dedicated employees with the majority of the employees working at Suburban dealerships located in the metro Detroit area. The brands sold include Acura, Alfa Romeo, Audi, Bentley, BMW, Bugatti, Buick, Cadillac, Chevrolet, Chrysler, Dodge, Fiat, Ford, Honda, Hyundai, Infiniti, Jeep, Kia, Lamborghini, Maserati, Mazda, Mercedes-Benz, Nissan, Porsche, Ram, Rolls-Royce, Scion, Spyker, Subaru, Toyota, Volkswagen, and Volvo.

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
October 20, 2014

**Reference  
Number  
(ID # 1706)**
**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Approve Theater License Agreement with TUGG, Inc.

**Requested Action:**

Move to approve Theater License Agreement with Tugg Inc.

**Background:**

Civic Theater General Manager Scott Freeman is requesting that the City Council approve a theater license agreement with Tugg Inc. Tugg is a national company that has an established track record of licensing movies and special events. The agreement allows outside parties and groups to reserve the Civic Theater for special movie showings based on Tugg's available list, or special event such as a concert. Along with this, Tugg also provides social media marketing for the event on behalf of the applicant. The benefit of this is that many of the details of a private movie rental and special event are handled with minimal involvement by Civic management, and yet receive a commission for the event. The Civic Theater does not incur any expenses under this agreement. The agreement is for one year and can be terminated with 30 days advanced notice. A number of obvious concerns are addressed in the agreement which include:

1. These events would only take place Monday thru Thursday. Mr. Freeman would provide a listing of days and times the theater would be available for such use.
2. A minimum threshold involving sales will be established by the General Manager. For example, we are not going to reserve a theater that only has two advanced sales. Mr. Freeman will set that minimum threshold and if it is not met by a certain date in advance, the reservation is cancelled. The date will be far enough in advance to allow for advertising of upcoming movies without any disruption.
3. General Manager will have control of the content of the movie or special event. There are some movies and events that would be inappropriate for Farmington or carries an audience that tends to be disruptive.
4. The agreement has been reviewed by the City Attorney and modified by him in a form he is comfortable recommending.

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

Vincent Pastue	Pending
City Manager	Pending
City Council Pending	10/20/2014 7:00 PM



**Tugg, Inc.**

4210 Spicewood Springs Dr. Suite #200 Austin, TX 78759

October 6, 2014

Farmington Civic Theater 33332  
 Grand River Avenue Farmington, MI  
 48336 Attention: Scott Freeman

**Re: Theater License Agreement**

Ladies and Gentlemen:

This letter (the “**Agreement**”) shall set forth the terms of the agreement between the City of Farmington (“Civic Theater/Theater,” “**you**” or derivations thereof) and Tugg, Inc. (“**Tugg**”) concerning the booking of screens, screening rooms and auditoriums (collectively, the “**Screens**”) at theaters owned and/or operated by you (the “**Theaters**”) in connection with Tugg’s Service (as defined below). For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **The Service.** The “**Service**” shall be defined as the online interactive marketing, distribution and social networking website owned by Tugg that offers Tugg users (the “**Users**”) the ability to organize specialized single event screenings and/or live performances (each an “**Event**”, collectively, the “**Events**”) of motion pictures, audiovisual works and/or live entertainment from the Tugg library (collectively, the “**Content**”) as selected and scheduled by Users at Tugg licensed venues using Tugg’s proprietary methodology, including without limitation, special event planning, promotions, marketing, and advertising utilizing social media, online media, and traditional media to create consumer demand for Events, and to engage in ticket sales both in advance and at the applicable venue.
2. **Screens/Theater.** Commencing on the Program Start Date (as defined below), you hereby agree to make available to Tugg the use of certain Screens on dates to be established by you on a regular basis and communicated to Tugg, (the “**Available Dates**”) throughout the Term (as defined below) for the purpose of holding Events organized through the Service.
3. **Territory & Term.** The territory will include the United States and its territories, possessions and protectorates (the “**Territory**”). The “**Term**” shall be defined as the period commencing on the date set forth above (the “**Program Start Date**”) and continuing through the date that is twelve (12) months from that date, subject to the termination provisions below.
4. **Procedure.**
  - 4.1. Commencing upon the Program Start Date, you agree to use the scheduling application on Tugg’s web portal on a continual basis throughout the balance of the Term to inform Tugg and its Users of Available Dates for Screens in your Theater that you hereby agree to reserve for potential Events organized through the Service. You shall use reasonable good faith efforts to provide such information through Tugg’s web portal reasonably in advance of the Available Dates. The information that you provide using Tugg’s web portal shall contain the names and addresses of the Theater, the

Attachment: Tugg License (1706 : Consideration to Approve Theater License Agreement with TUGG, Inc.)

available Screens, dates, timeslots, options for ticket prices (if known), the license fees to rent out the Screens at the Theater as set forth on Exhibit “A” (attached hereto and incorporated herein by reference, which may be modified from time to time) (the “**License Fee**”), number of available seats, any content restrictions, any additional resources and/or equipment available (e.g., PA System) (collectively, the “**Resources**”), the date by which a potential Event may be canceled if it has not met the applicable Attendance Threshold (as defined below) (the “**Attendance Threshold Deadline**”) and any additional notes for the Event.

4.2. Upon receipt of such information, Tugg shall have the right to post the Available Dates for the Screens and Theater and the accompanying information on the Service in order for Users to organize Events.

4.3. If a User selects an Available Date at your Theater for an Event, the Service and Tugg’s web portal will indicate that a potential Event for certain Content is pending. If the Content was not pre-approved based on the Theater’s content restrictions as set forth in Paragraph 4.1 above, the Theater will be notified of the potential Event for such Content (along with a description of the Content) and will have five (5) days from receipt of such notice to approve such Content, with failure to respond being deemed rejection. Tugg and its Users shall have the right to advertise, market, promote and purchase tickets for Events, held at the Theaters, in any and all media; provided that, your name, logo, trademarks, service marks and tradenames (collectively, the “**Marks**”) may only be used in the manner as you permit as notified to Tugg in writing no later than two (2) weeks following delivery of this Agreement signed by you. Notwithstanding the foregoing, you acknowledge and agree that Tugg and its Users shall have the right to use the Marks for factual purposes with respect to the date and venue of the Events at your Theaters (e.g., a promoter may advertise that an Event is occurring on a specific date at a specific Theatre). Without limitation to Paragraph 4.4 below, you acknowledge and agree that, subject to Paragraph 12, you are prohibited from canceling any potential Event with approved Content (as set forth in Paragraph 4.1 and this Paragraph 4.3 above) for any reason prior to the Attendance Threshold Deadline.

4.4. If Users have pre-purchased a sufficient amount of tickets through the Service to meet your License Fee plus any additional required fees, costs or expenses by Tugg and other third parties (including without limitation, taxes) (collectively, the “**Attendance Threshold**”) the Service and Tugg’s web portal will automatically indicate, prior to the Attendance Threshold Deadline, that the potential Event is confirmed (“**Confirmed Event**”) and you shall continue to reserve the Screen for the Event. With respect to Confirmed Events, you hereby grant to Tugg and Users who purchased tickets to the Event the right and license to enter the Theater, use the applicable Screen and any Resources (permitted by you in accordance with Paragraph 4.1) for the Event. Without limiting Paragraph 4.3 above, you acknowledge and agree that, subject to Paragraph 12, you are prohibited from canceling any Confirmed Event.

4.5 If a potential Event’s Attendance Threshold has not been met prior to your Attendance Threshold Deadline, the Screen will be released from the Service and Tugg’s web portal and the Available Date and potential Event canceled without any liability, cost, expense, fee or penalty to Tugg and/or the Users of any kind whatsoever.

5. **Tickets.** Users organizing Events (the “**Promoters**”) shall have the right to set the price of tickets. You may reject any Event on the basis of ticket price. Depending on your ticketing system, Users who purchased tickets to an Event will be able to retrieve their tickets in at least one of the following ways: Users will be able to print Tugg tickets from the Service, download the tickets to the Users’ mobile devices or use their credit cards to validate their purchase, and/or redeem tickets at your ticket window at the applicable Theater. If an Event is not sold out, the Service may notify you of available tickets prior to the Event and patrons may purchase such tickets at the applicable Theater’s box

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office.

6. **Taxes.** All sales, transfer, or excise taxes applicable to movie tickets in the state where the Confirmed Event will occur shall be charged, collected and timely remitted. For tickets to an Event that are sold through the Service, Tugg shall bear the responsibility to charge, collect and remit any applicable taxes. For tickets to an Event that are sold by you at the Theater's box office, you shall be responsible for charging and collecting any applicable taxes and passing those collections to Tugg for remittance. Tugg shall be responsible for notifying you, prior to an Event, of the amount of applicable taxes for each ticket. Tugg and the Theaters shall sell tickets on a sales tax included basis to the extent permitted under applicable state law. For example, if a ticket is sold for \$10.00 containing a seven percent (7%) sales tax, the sales tax portion would be \$0.65 ( $\$10.00 \div 1.07$ ).

7. **Fees.** Provided that you are not in uncured material breach and provided that the Event(s) occur at your Theaters, you shall be entitled to the following sums for each Event:

7.1. License Fee: the License Fee for an Event at your Theater.

7.2. Excess Ticket Sales by Tugg: For any ticket sales for such Event sold through the Service that are in excess of the Attendance Threshold "Excess Ticket Sales," Thirty-Five Percent (35%) of One Hundred Percent (100%) of the Excess Ticket Sales, excluding any applicable taxes.

7.3 Ticket Sales by You: For any ticket sales for such Event purchased at the Theater (not through the Service) "Theater Ticket Sales," Thirty-Five Percent (35%) of One Hundred Percent (100%) of the Theater Ticket Sales, excluding any applicable taxes.

8. Accounting Statements and Fee Remittances.

8.1. Tugg Statements and Fee Remittances. Tugg shall provide you with an accounting statement, accompanied by payment of all sums due to you within 45 days following an Event.

8.2. Theater Statements and Fee Remittances. You shall provide Tugg with an accounting statement, accompanied by payment of the Theater Ticket Sales, including any applicable taxes, after first deducting your fee as defined in Section 7.3 above, within 45 days following an Event.

8.3 Each party shall at all times during the Term and for six (6) months thereafter keep complete and correct books of account, in which shall be entered all revenue received hereunder, and all sums expended hereunder. Each party or its representatives or designees, shall have the right to examine and audit the other's books and records no more than once annually upon reasonable notice at the party's respective office during normal business hours.

9. **Delivery.** If the Attendance Threshold is met, Tugg shall deliver the applicable Content to the applicable Theater via common carrier (e.g., FedEx) or digital delivery, if approved, at least twenty-four (24) hours prior to the Event and your employees shall render all services customarily required in order to set up and screen the Content, run the concessions and Theater and set up any Resources for the Event at your expense.

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## 10. **Advertising.**

10.1. **Signs:** At each Confirmed Event at your Theater, you agree to display at least one (1) poster provided by Tugg or Tugg's designee advertising the Content (and other advertising materials approved by you) in a prominent location in such Theater in order to promote the Event.

10.2 **Trademarks:** You hereby grant to Tugg and its Users the non-exclusive right and license to utilize your Marks in accordance with Paragraph 4.3 above, but not as an endorsement of Tugg unless otherwise agreed to in writing by the parties.

11. **Special Events.** If you approve of any Events that include live performances, interviews, Q&A's, content that is not Tugg's Content or any additional features outside of the customary movie-going experience (each a "**Special Event**", collectively, the "**Special Events**") then any additional rental fees, delivery costs or other expenses and delivery of any materials (except for Tugg's Content) will be negotiated and coordinated directly between you and the User promoting such Special Event. In connection with Special Events, Tugg shall not be liable for any additional fees and you hereby release Tugg from and against any and all loss, liability, costs, damages or claims of any nature arising from or concerning the live nature of any Special Event(s) and from use of content that is not Tugg's Content. If a Special Event includes content that is not Tugg's Content, except for Paragraph 7 and Sections 10.2(ii), 10.2(iii) and 11.2(ii), the remaining terms and conditions of this Agreement shall apply and remain in full force and effect.

## 12. **Representations & Warranties.**

12.1. You represent and warrant that (i) you have the full right, power and authority to enter into this Agreement and to perform hereunder (ii) you have not made any grant of rights to a third party that is inconsistent with the rights granted herein, (iii) you have secured all required consents necessary for you to perform hereunder, (iv) you will provide the minimum number of Screens as set forth in Exhibit A and (v) you will not cancel or postpone any Event through the Service for any reason whatsoever, except for force majeure (as set forth in Paragraph 14), or following an Attendance Threshold Deadline if the Attendance Threshold has not been met.

12.2 Tugg represents and warrants that (i) it has the full right, power and authority to enter into this Agreement, (ii) Tugg has good and sufficient licenses from the owners of all Content that is exhibited at Events in your Theaters for the purposes of this Agreement and (iii) Tugg will timely deliver the applicable Content to the Theater for the Confirmed Events.

## 13. **Indemnity.**

13.1. Tugg agrees to indemnify and hold harmless you and your successors, assigns and licensees and your and their officers, directors, agents, employees from any and all loss, cost, liability,

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claims, lawsuits, judgments, damages, costs and expenses, including without limitation, reasonable outside attorney fees and costs and court costs, (i) arising out of a breach by Tugg of Tugg's obligations, covenants, representations and warranties in this Agreement and (ii) from the production, distribution, promotion, advertising, marketing of the Events and exhibition of the Content, other than for matters which Tugg is entitled to be indemnified by you.

14. **Force Majeure.** If a Theater is rendered unsuitable for presentation of an Event due to fire, national or local calamity or emergency, act of God, strikes, labor disputes, the receipt of threats against, or information relating to imminent danger to the Theater, you shall not be responsible to Tugg for any damages caused thereby and the obligations of the parties with respect to such Event shall be suspended during the continuation of the event of force majeure.

15. **Publicity Restriction; Non-Disclosure.** Neither you nor Tugg shall disclose any confidential or proprietary information it learns about the other's business in the course of performing under this Agreement including, without limitation, its proprietary ideas, concepts, business plans, market analyses, marketing and promotional plans/strategies, images, specifications, costs, valuations, utilization of information technologies, hardware and software, code, patents, trademarks, copyrights, personnel, research, development or know-how, trade secrets, data, databases, protocols, reference implementation, functional and interface specifications, and any documentation, analyses, compilations, forecasts, studies or other documents or materials, in any stage of completion) (collectively the "**Proprietary Information**"). If you receive any information related to Tugg's Proprietary Information, you agree to treat such information as strictly confidential and accord it the same level of security you utilize with your own proprietary information and trade secrets, and shall in no event use, or authorize others to use, Tugg's Proprietary Information other than as strictly necessary to perform your obligations under this Agreement. Such information will not include: (i) information publicly known prior to disclosure; (ii) information coming into your lawful possession without any confidentiality obligation; and (iii) information required to be disclosed pursuant to regulatory action or court order, provided adequate prior written notice of any request to disclose is given to Tugg; and (iv) information required to be disclosed pursuant to the Michigan Freedom of Information Act.

16. **Exclusivity.** During the Term, you shall not conduct or authorize any third party to conduct any events or screenings in your Theater using a service substantially similar to the Service (i.e., a website that uses the collective buying power of users to organize screenings through the advance purchase of tickets for content that is not directly licensed by you) (a "**Similar Service Provider**") for Content that is within Tugg's library. During the Term, you shall not directly contact any User you meet or become aware of in the course of performing under this Agreement in any manner or medium outside of the Service, without the prior written approval of Tugg for Content that is within Tugg's library. Nothing hereunder shall be deemed to make Tugg exclusive to you or to prevent or preclude Tugg from entering into similar agreements with third parties.

17. **Termination.** Either party may terminate this agreement for any reason, or no reason (i.e., for cause or convenience), after giving the other party 30 days' written notice; provided however, in no event will such termination affect or cancel Confirmed Events. All notices shall be in writing, and shall be sent to the addresses set forth above (subject to changes of which the parties are notified in writing). Such notices shall be given by personal delivery, overnight courier, facsimile or by registered or certified mail (postage prepaid), and shall be deemed given on the date delivered or faxed, one (1) business day after a notice is sent by overnight courier, or five (5) business days after the date mailed. The time to respond to notices given during the week in between Christmas Eve and New Year's Day shall be tolled until five (5) business days following New Year's Day.

18. **Miscellaneous.** Tugg shall not be obligated to use and/or post any Screen, Theater and/or Available Date on the Service, provided that, Tugg shall pay you any fees due hereunder for Confirmed Events. You agree to execute and deliver, without cost to Tugg, any and all further documents reasonably necessary to effectuate the purpose of this Agreement and to confirm the rights granted by you to Tugg

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herein. Nothing herein contained shall be deemed to constitute a joint venture, partnership or landlord-tenant relationship between the parties. This Agreement is freely assignable by either party to an entity controlling, under common control with, or controlled by such party, or to an entity which acquires or succeeds to all or substantially all of such party's business or assets. Any other assignment must be approved by the non-assigning party, which approval shall not be unreasonably withheld, delayed or conditioned. Any assignment in violation of the foregoing shall be void from the making thereof. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings between the parties. This Agreement may be amended only by a written instrument signed by the parties. This Agreement may be executed in counterparts, by facsimile, computer data file (e.g., pdf-file) or manual signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of Michigan applicable to agreements made and wholly performed therein without regard to principles of conflicts of law, and that jurisdiction and venue shall be determined under the laws of the State of Michigan.

Kindly acknowledge your agreement to the foregoing by signing below and returning a copy of this Agreement to Tugg. Tugg will return one (1) fully executed copy to you. Thank you.

Sincerely,

TUGG INC.

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

AGREED TO AND ACCEPTED:

Theater Name.

By: \_\_\_\_\_ Print Name: \_\_\_\_\_ ("you") Its: \_\_\_\_\_

Attachment: Tugg License (1706 : Consideration to Approve Theater License Agreement with TUGG, Inc.)



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**EXHIBIT “A” LICENSE FEE**

The License Fee for the Events shall be negotiated in good faith, but shall in no event be greater than the amounts

Day(s) of the Week	Time Start	Time End	Fee/Hour
--------------------	------------	----------	----------

specified in the table below for their respective period.

**Days of the Week** – Enter day (e.g., “Monday”) or day range (e.g., “Tuesday-Thursday”) **Time Start, Time End** – Enter range of time for applicable fee/hour. Leave blank if all day. **Fee/Hour** – Enter hourly fee for auditorium rental.

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Attachment: Tugg License (1706 : Consideration to Approve Theater License Agreement with TUGG,Inc.)



**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
October 20, 2014

**Reference  
Number  
(ID # 1707)**

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

**Description:** Consideration to Approve Purchase of New Street Sweeper for Public Works Department

**Requested Action:**

Move to approve purchase of new street sweeper from Bell Equipment Company in the amount of \$177,874.

**Background:**

City Administration is recommending that the City Council authorize the purchase of a new street sweeper from Bell Equipment Company in the amount of \$177, 874. The purchase price is part of the State of Michigan MI-Deal contract so it has been competitively bid. The current Fiscal Year 2014-15 Budget has \$178,000 appropriated for this purchase. The Public Works Department received a trade-in proposal from Bell Equipment in the amount of \$3,000 for the 1991 Elgin Pelican street sweeper. However, the intent is to advertise the sale of the existing street sweeper on Bidnet anticipating we will receive more than \$3,000; our recent experience with bidding surplus equipment has been very good.

**Agenda Review**

**Review:**

**Vincent Pastue      Pending**

**City Manager      Pending**

**City Council Pending      10/20/2014 7:00 PM**

**Bell****Equipment Company**

**Michigan Office:**  
78 Northpointe Drive  
Lake Orion, Michigan 48359  
Phone: (248) 370-0000  
Fax: (248) 370-0011

**Ohio Office:**  
4137 Park Ave. West  
Mansfield, Ohio 44903  
Phone: (419) 589-2355  
Fax: (419) 589-5525

August 13, 2014

Mr. Chuck Eudy  
City of Farmington  
23600 Liberty Street  
Farmington, MI. 48335

Dear Chuck,

Per our meeting the other day concerning the trade value of your 1991 Elgin Pelican Street Sweeper, please be advised that Bell Equipment Company offers \$3,000.00 trade value, bringing your after trade purchase price to \$174,874.00 (\$177,874.00-\$3,000.00).

As discussed and as we have done with many other cities, we offer the City of Farmington the opportunity to sell this trade for more money through whatever other means, E-Bay, MITN, etc., prior to delivery of new sweeper. If this does not occur, Bell Equipment Company would still honor our trade value.

If you have any questions concerning this offer, please call or email me.

Thank you for your interest in the Elgin product and Bell Equipment Company.

Yours truly,



Clark R. Bushman  
Vice President/Sales  
Bell Equipment Company

# Bell

## Equipment Company

**Michigan Office:**  
78 Northpointe Drive  
Lake Orion, Michigan 48359  
Phone: (248) 370-0000  
Fax: (248) 370-0011

**Ohio Office:**  
4137 Park Ave West  
Mansfield, Ohio 44903  
Phone: (419) 589-2355  
Fax: (419) 589-5525

July 24, 2014

Mr. Chuck Eudy  
City of Farmington  
23600 Liberty Street  
Farmington, Mi. 48335

Dear Chuck,

Please consider the following proposal for the purchase of (1) Elgin Pelican Street Sweeper through the State of Michigan MI-Deal Contract. I will also be forwarding a sample lease/purchase document once I receive it. More and more Municipalities are using this method to acquire equipment and not decimate one year's budget.

- Elgin Pelican Street Sweeper
- Single steering and single gutter broom
- Strip style main broom
- John Deere Diesel engine
- Lower conveyor roller cleanout
- Conveyor stall alarm
- All manuals for sweeper and engine
- (2) rear flood lights and backup lights
- LED light package
- (2) LED strobes with guards
- LED arrow-stick
- Air conditioning
- Sliding rear window
- Heavy duty dual limb guards
- Dual side broom tilt
- RHS Bostrom air ride seat
- 2 ½ LB. fire extinguisher
- AM/FM/CD
- Rear camera
- Engine pre-cleaner
- Painted color of choice
- Freight and training
- **PURCHASE PRICE AS EQUIPPED                      \$177,874.00**

Any of the above options can be deleted at your request. I have proposed the above options because most of our customers choose these popular features. I have also included a detailed



list of options that you may be interested in adding to the sweeper. I would be happy to meet with you to go over these at your convenience.

Please call or email me with any questions. Thank you for the opportunity and for your interest in the Elgin product and Bell Equipment Company.

Yours truly,



Clark R. Bushman  
Vice President/Sales  
Bell Equipment Company

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
October 20, 2014

**Reference  
Number  
(ID # 1708)**
**Submitted by:** Vincent Pastue, City Manager

**Description:** Consideration to Make Appointments to the Farmington/Farmington Hills Emergency Preparedness Commission

**Requested Action:**

Move to make appointment of Sandy Altschul and LeRoy Paschke to the Farmington/Farmington Hills Emergency Preparedness Commission

**Background:**

The Farmington/Farmington Hills Emergency Preparedness Commission is in need of additional representation from Farmington. Tim Tutak, Chair recommends LeRoy Paschke who will complete a vacancy and Sandy Altschul who has requested to serve as an alternate; both are three-year terms. If City council has no objections, administration recommends reappointment of these members to the Commission and terms as indicated.

**Emergency Preparedness Commission**

Sandy Altschul (Alternate)	10/20/2014 - 4/30/2017
LeRoy Paschke	10/20/2014 - 4/30/2016

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

Vincent Pastue	Pending
City Manager	Pending
City Council Pending	10/20/2014 7:00 PM

**CITY OF FARMINGTON  
BOARDS, COMMISSIONS AND COMMITTEES**

Application

Thank you for your interest in service to the City of Farmington as an appointed public representative. Applications will be maintained on file for future consideration.

Date: October 15, 2014

Name:	Paschke	LeRoy (Lee)	Daniel
	<u>Last</u>	<u>First</u>	<u>Middle</u>
Home Address:	23027 Violet	Farmington	48336
	<u>Number &amp; Street</u>	<u>City</u>	<u>Zip</u>
Home Telephone:	<u>248-249-4859</u>	Voting Precinct:	<u>3</u>

Employer: Retired Work part-time for Lee's Construction Construction Co.

Business Address:	P.O. Box 363	Farmington	48332
	<u>Number &amp; Street</u>	<u>City</u>	<u>Zip</u>
Business Phone:	<u>248-249-4858</u>		

Have you been a resident of Farmington for the past 12 months?  yes  no

Please state your reasons for volunteering to serve our community as an appointed public representative.

For the past four years, I have been an active member of City of Farmington Neighborhood Watch Program. I have been a resident of Farmington and Farmington Hills since my birth 79 years ago. I have been a Boy Scout Trainer in all forms of survivorship for 30 years.. I feel I have a lot to offer being a representative of the City of Farmington Hills EPC Committee.



PLEASE CHECK YOUR PREFERENCE(S)

Mayoral Appointments

- A.  Children, Youth & Families
- B.  Downtown Development Authority \*
- C.  Retirement System Board of Trustees
- D.  Planning Commission
- E.  Commission on the Environment

Council Appointments

- F.  Construction Board of Appeals \*
- G.  Farmington Community Library
- H.  Special Assessment Deferred Payment Review Committee
- I.  Traffic and Safety Board
- J.  Board of Review
- K.  Board of Canvassers
- L.  Board of Zoning Appeals
- M.  Commission on Aging
- N.  Arts Commission
- O.  Historical Commission
- P.  Friends of Civic Theatre Committee \*

*EPC*

\* Farmington city residency not required

## EDUCATIONAL ACHIEVEMENT

Name of College/University	Degree	Year Attained
Name of College/University	Degree	Year Attained
Farmington High School	Diploma	1953
Name of Institution/High School	Diploma/Certificate	Year Attained
<i>I ATTENDED FARMINGTON SCHOOLS K-12</i>		
(Degree or advance education is not required for appointment consideration.)		

## EMPLOYMENT/PROFESSIONAL EXPERIENCE

Please describe your professional qualifications and/or employment experience.

In High School, I received the Industrial Arts Award based on all four years of high school. I attended and graduated from Carpenter Apprentice School from Detroit Builders Council in 1958. I served in the United States Army Special Services 1958-1960. I operated and owned Lee's Construction Company 1960 - 2007 at which time my son took over the business. Presently, I work part-time for my son, Lee Paschke.

## COMMUNITY/PUBLIC SERVICE EXPERIENCE

Please describe your previous experience with community-based organizations or other volunteer activities.

Served 30 years as Boy Scout Trainer to become Assistant District Commissioner. Awards received during this time are Scouters Award, Scout Masters Key, God and Country Award, Eagles Scout, and ultimately the Silver Beavers Award, which is awarded for distinguished service to youth.

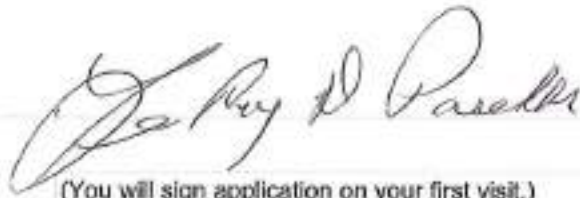
I was Youth Director for three years at Grace Lutheran Church and St. Paul Lutheran Church for one year.

### SPECIAL SKILLS AND ABILITIES

Please describe any special skills, abilities, talents, etc., that you are willing to share.

I am very procicient in all forms of building skills, general contracting, electrical, plumbing, construction, cement, drywall, etc. etc.

I am very experienced in all forms of Scouting skills, survival, camping, being prepared.



(You will sign application on your first visit.)

Applicant signature

Please bring any additional documents when you make your first visit.

Mayor, City of Farmington  
c/o City Manager's Office  
23600 Liberty Street  
Farmington, Michigan 48335  
(248) 474-5500

