



**Regular City Council Meeting
7:00 PM, MONDAY, AUGUST 15, 2016
City Council Chambers
23600 Liberty Street
Farmington, MI 48335**

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

- 1. Minutes of the City Council - Regular - Jul 18, 2016 7:00 PM**

B. Public Safety Monthly Report-July 2016

C. Farmington Monthly Payments Report - July 2016

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

5. APPROVAL OF REGULAR AGENDA

6. PRESENTATION/PUBLIC HEARINGS

A. Fresh Thyme Farmers Market Presentation - Bruce VanOverloop, Director of Operations

B. Beaumont-Farmington Hills Presentation

C. Founders Festival Wrap-up

D. Consideration to Approve Special Liquor License for Farmers Market Special Event

7. NEW BUSINESS

- A. Consideration to Accept and File the Financial Reports for the City of Farmington Brownfield Redevelopment Authority for the TCF Project**

- B. Consideration to Appoint a Member of the Farmington City Council to Serve on the Charter Review Committee**

- C. Consideration to Approve Construction Change Order No.1 and Final Construction Pay Estimate No. 3 for the 2015 Power Road Bridge Scour and Streambank Stabilization**

- D. Consideration to Authorize Purchase of Replacement Pick Up for DPW Parks**

- E. Consideration to Approve Extension of the Sale of Land Agreement with SDC Ventures LLC, for the Former 47Th District Court Property on Ten Mile Road**

8. DEPARTMENT HEAD COMMENTS**9. COUNCIL COMMENT****10. CLOSED SESSION - BOND COUNSEL****11. CLOSED SESSION - MANAGER'S REVIEW****12. ADJOURNMENT**



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

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on July 18, 2016, in 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

1. CALL TO ORDER

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

City Administration Present

- Director Christiansen
- Director Demers
- City Clerk Halberstadt
- City Manager Murphy
- Attorney Schultz
- Treasurer Weber

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by 2016 Miss Oakland County, Brooklyn Lambert and 2016 Miss Teen Oakland County, Larissa Hollingsworth.

3. PUBLIC COMMENT

No public comment was heard.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

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

A. Minutes

1. Minutes of the City Council - Special - Jun 6, 2016 6:00 PM
2. Minutes of the City Council - Regular - Jun 20, 2016 7:00 PM
3. Minutes of the City Council - Special - Jun 20, 2016 6:00 PM

Minutes Acceptance: Minutes of Jul 18, 2016 7:00 PM (Minutes)

- B. Consideration to Appoint JoAnne McShane and Mary Bush to the Charter Review Committee
- C. Fourth Quarter Building Report
- D. Farmington Monthly Payments Report - June 2016
- E. Public Safety Monthly Report - June 2016

5. **APPROVAL OF REGULAR AGENDA**

Move to approve the regular meeting agenda as presented.

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

6. **PRESENTATION/PUBLIC HEARINGS**

A. Recognition: Polly Varhol - Walter Sundquist Humanitarian Award recipient

Council recognized Polly Varhol, recipient of the Walter Sundquist Humanitarian Award, for her volunteer efforts at the Warner Mansion and Downtown events.

B. Introduction of Miss Oakland County

Brooklyn Lambert, 2016 Miss Oakland County, and Larissa Hollingsworth, 2016 Miss Teen Oakland County, were present to discuss their platforms and activities planned for the coming year.

7. **UNFINISHED BUSINESS**

No unfinished business was heard.

8. **NEW BUSINESS**

A. Consideration to Approve Construction Estimate No. 2 for the 2015 Power Road Bridge Scour and Streambank Stabilization

City Administration advised Orchard, Hiltz, and McCliment (OHM) has recommended payment of \$6,900.00 with retainage remaining at \$10,861.69 for Division I & II of this contract. A final pay estimate is anticipated August 2016 to close out this project.

Move to approve construction estimate no. 2 for work completed on the Power Road Bridge Scour and Streambank Stabilization and authorize payment in the amount of \$6,900.00 to Anglin Civil, LLC with no additional retainage.

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

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

B. Consideration to Approve Change Order No. 1, and Construction Pay Estimate No. 7 for the Twin Valley Pump Station.

City Administration advised the City Council approved the bid from Bidigare Contractors Inc. for the reconstruction of the Twin Valley Pump Station. Orchard Hiltz and McCliment has recommended a payment of \$35,581.32. Retainage is currently at the maximum 5% of the total contract.

Responding to a question from Schneemann, Murphy stated after some research he will provide Council with more detail on change order no. 1.

Scott advised costs incurred above the contract amount should always be scrutinized.

Move to approve change order no. 1 and construction estimate no. 7 for the reconstruction of the Twin Valley Pump Station and authorize payment to Bidigare Contractors, Inc. in the amount of \$35,581.32.

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

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

C. Consideration to Adopt a Resolution Establishing Fees for Riley Park/Sundquist Pavilion Park Reservation

City Administration recommended keeping the same fees previously applied by the DDA for reservations of Riley Park/Sundquist Pavilion and incorporate them into the Parks Reservation, Facility Use and Special Events Policy.

Responding to a question from Bowman, Murphy stated the intent of the provision that allows the City Manager to set a fee different from the established one, is to provide some flexibility to ensure the fee does not make an event cost prohibitive.

Discussion followed regarding how the *per usage* fee has been applied.

Schultz recommended adopting the resolution contingent upon providing a clear definition of the *per usage* fee based on past practices.

Move to adopt a resolution establishing reservation fees for the Riley Park/Sundquist Pavilion contingent upon clearly defining how the “per usage” fee is applied. [SEE ATTACHED RESOLUTION 07-16-017]

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeff Scott, Councilmember
SECONDER:	Sara Bowman, Councilmember
AYES:	Bowman, Cowley, Galvin, Schneemann, Scott

9. DEPARTMENT HEAD COMMENTS

Christiansen discussed the status of ongoing redevelopment projects in the city.

Halberstadt recognized the Mansion volunteers who were present and commended them for all they do for the Mansion. She encouraged registered voters to vote in the August 2nd Primary election.

Demers thanked the community for their outpouring of support for Public Safety. He thanked Council and staff for participating in the “blue-out” in honor of DPS. In speaking for his department, he expressed appreciation for receiving the Mayor’s Choice Award given at the Founder’s Festival parade. He noted the department has received a number of cards, letters and tokens of appreciation.

Council thanked the Department of Public Safety for their service to the community.

10. COUNCIL COMMENT

Scott thanked all the volunteers who participated in the Founder’s Festival. He stated the festival is a time to show off our community.

Bowman also thanked volunteers for their efforts during the festival and the Chamber of Commerce for organizing the event. She stated they did a fantastic job of including activities for teens.

Cowley gave accolades to the Chamber of Commerce for putting on a great festival.

Schneemann congratulated the Chamber for ramping up engagement of the teen population at the Founders Festival. He thanked the Mansion volunteers for all their efforts, noting the programs are better than they have ever been.

Galvin discussed the Mayor's Choice Awards given at the Farmington Festival.

11. CLOSED SESSION - DISCUSS CONFIDENTIAL CORRESPONDENCE FROM CITY ATTORNEY

Move to enter closed session to discuss city attorney confidential correspondence.

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

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

Council took a five minutes recess at 8:00 p.m. Council entered closed session at 8:03 p.m.

Move to exit closed session.

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

Council exited closed session at 8:24 p.m.

12. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 8:24 p.m.

 William E. Galvin, Mayor

 Susan K. Halberstadt, City Clerk

Approval Date: _____

**Farmington City Council
Staff Report**

Council Meeting Date:
August 15, 2016

**Reference
Number
(ID # 2231)**

Submitted by: Frank Demers, Director of Public Safety

Description: Public Safety Monthly Report-July 2016

Requested Action:

Approve Farmington Public Safety Monthly

Background:

See attachment

Agenda Review

Review:

Frank Demers Completed 08/02/2016 10:10 AM

City Manager Pending

City Council Pending 08/15/2016 7:00 PM



FARMINGTON PUBLIC SAFETY DEPARTMENT

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

MONTHLY REPORT
JULY 2016

Malicious Destruction of a Building & Illegal Entry

On June 27th Officer's responded to a Farmington business for a report of a male acting in a suspicious manner and talking to himself. Upon arrival Officer's located a subject fitting the reported description in the upper level of a multi-tenant business. The subject was confronted and checked out by paramedics because of his peculiar behavior. Officer's believed that the subject was under the influence of drugs/narcotics, but none were found in his possession. Officer's further determined that the subject broke into and entered the business in which he was located causing minor damage to the businesses entryway. The subject was taken into custody and the case presented to the Oakland County Prosecutors Office who issues charges for Malicious Destruction of a Building and Illegal Entry.

Possession of Marijuana

On June 29th an officer stopped a vehicle travelling on M5 near Farmington Road for a defective tail light. While speaking with the driver the officer could smell burned marijuana coming from inside of the vehicle. When asked if the driver smoked marijuana and if they had any, the driver stated yes, providing the officer a bag of loose marijuana and rolling papers. The driver was arrested for possession of marijuana, issued a citation and temporarily housed in the Farmington Jail.

Animal Bite

On June 29th Officers responded to a dog bite complaint in the area of Shiawassee between Floral and Violet Streets. Officers learned that a Farmington resident was bitten on the leg by a dog pit/bull dog mix after it escaped its back yard through an open gate. The owner of the dog was located and stated that a contractor left the gate open by mistake. The dog appeared to the officer to be in good health and the dog owner is cooperating with a ten day quarantine.

Assist Farmington Hills Police

On June 29th Farmington officers assisted Farmington Hills Police with a large party at the Farmington Hills Manor. FDPS Officers assisted FHPD subdue the crowd and take one disorderly subject into custody.

Malicious Damage to Property

On June 30th a detective followed up on a report of damage to a Dodge Ram 1500 at a Farmington Condominium Complex. The detective noted that the truck was spray painted, its antenna bent as well as spray paint on nearby wall/ceilings. The victim/reporting party provided the name of a person (juvenile) that is responsible, noting that they do not want to seek prosecution, but compensation for the repairs. The detective made contact with the responsible juvenile's mother and the case is pending a further interview.

Juvenile Complaint

On June 30th officers responded to the Riley Pavilion for a report of disorderly teens attending the Farmington Swing Dance event. Officers determined that a verbal confrontation began over an argument about one of the involved subjects' girlfriend's ability to dance. The event organizer was contacted and the three subject were advised to leave and not return.

Vehicle Theft (UDAA)

On July 1st a Farmington resident reported that their 2007 Suzuki GSX-R1000 Motorcycle was stolen their Farmington Apartment Complex parking lot. An area be on the look-out (BOL) was transmitted and the case turned over to a detective for further investigation.

Possession of Marijuana & OWI

On July 2nd an officer observed and stopped a vehicle for a defective headlight in the area of Grand River Ave. and Gill Road. The officer determined that the passenger of the vehicle was in possession of marijuana and had an outstanding arrest warrant out of Livonia. In addition, the officer noted that the driver of the vehicle had been drinking. The driver completed field sobriety evaluations for the Officer, was subsequently arrested, and found to have a BAC of .09. Both the driver and passenger were cited and temporarily house in the Farmington jail.

Possession of Marijuana & OWI

On July 3rd a sergeant stopped a vehicle on M5 and Farmington Road after the vehicle crossed the white fog line several times, the vehicle also struck a temporary construction sign while pulling over for the sergeant. While speaking with the driver of the vehicle the sergeant noted that the driver had been drinking and field sobriety evaluations were conducted and a PBT of .14(4) obtained. The driver was arrested and as a result an open bottle of Cognac was found in the vehicle and marijuana found in possession of the driver. The driver later refused a DMT Datamaster and a search warrant for blood was sought and obtained. The driver's blood was drawn at the hospital and has been sent to MSP Laboratory for analysis. The driver was issued a citation and temporarily housed in the Farmington Jail.

Possession of Marijuana & Narcotic Paraphernalia

On July 3rd while investigating a fireworks complaint a sergeant located and made contact with a vehicle that was found to be occupied by 4 individuals. While speaking with the occupants of the vehicle the sergeant could smell a strong odor of burnt marijuana coming from the vehicle as well as observed smoke coming out of the

windows. Upon questioning the occupants the sergeant noted that all four occupants admitted to smoking marijuana and one of those occupants was found to be in possession of marijuana as well as a grinder. That occupant was arrested, cited and temporarily housed in the Farmington jail.

B&E Business

On July 5th an officer was dispatched to a B&E discovered by an employee of Deluxe Cleaners. The B&E occurred between 7/2/16 and 7/5/16. The Officer learned an unknown suspect entered the business by breaking out a window. Once inside the business, the suspect stole approximately \$700 from the cash registers. The business was photographed and latent fingerprints were lifted from the registers. The case was forwarded to the Detective Bureau for follow up.

Fraud-Illegal use of a credit card (attempt)

On July 5th an officer was dispatched to a residence on Marblehead regarding the illegal use of a credit card. The officer spoke with the Victim and learned she was notified by her credit card company regarding an attempted purchase of items totaling \$635.99 from a Target store in Novi. The owner advised the credit card company to decline the transaction. The transaction was successfully declined. The card was cancelled and the case forwarded to the Detective Bureau to obtain video surveillance from Target.

Larceny from a Building

On July 7th an officer was dispatched to the Brown Dog Dessert Bar regarding the theft of a purse. The officer learned the victim placed her purse on the ground by her seat while eating. After eating, the victim discovered her purse and contents to be missing. The victim was able to cancel all her credit cards. The case was inactivated due to no suspect information.

Attempt B&E

On July 7th officers were dispatched to Jamestown Apartments regarding an attempt B&E. The tenant advised his exterior window screen was removed and on the ground. Officers noted the screen was forced from the window by an unknown object. The screen was dusted for latent prints with negative results. The items were photographed and the case forwarded to the Detective Bureau for review.

Harassment

On July 9th a resident on Smithfield filed a police report regarding receiving unsolicited text messages from an unknown person regarding her boyfriend. The case was forwarded to the detective bureau for follow up.

Credit Card Fraud

On July 9th officers responded to the Sunoco gas station regarding the use of a fraudulent credit card. The cashier reported two B/M's attempted to purchase cigarettes with a fraudulent credit card. The transactions were declined. The cashier was able to obtain the plate number from the suspect vehicle. The transactions were recorded on video surveillance cameras. The case was forwarded to the detective bureau for follow up.

Larceny from Auto

On 07/10/16 an officer observed two suspicious juveniles behind a closed business. When confronted one of the juveniles ran from the officer. Both were subsequently apprehended. The juveniles admitted to breaking in vehicles in Farmington and Farmington Hills. Several items of stolen property were confiscated from the juveniles. The report was TOT the detective bureau for submittal to the Oakland County Prosecutors Office on LFA charges against the juveniles.

Fail to Return Borrowed Vehicle (Civil Matter)

On July 11th a Farmington resident reported that a friend borrowed their truck to go to the beer store. The resident reported that they fell asleep and when they awoke the next day the friend had not returned with the truck. Additionally, the resident reported that they were contacted by Westland Police about a crime that occurred in Westland in which the driver of his truck and truck was involved. The reporting Officer noted that both involved subjects have a number of police contacts

Assist other Law Enforcement Agency

On July 12th Officers were dispatched to a welfare check at a Farmington residence to check the welfare of a female that was allegedly in the process of, or about to harm herself. Officers determined that the female was from Taylor, MI. Officers coordinated with Taylor Police and it was determined that the female was located and found to be safe.

Suspicious Circumstance

On July 12th Officers responded to a report of a possible burglary of a vacant residence on Lilac Street. Upon arrival Officers were directed to the rear of the home by a neighbor, who had observed some broken rear windows. Officers attempted to make phone contact with the homeowner, who lives out of town. The homeowner stated that since moving out he has had trouble with unknown subjects damaging the property, but he does not believe that anything was take from the residence. Officers are awaiting the return of the homeowner to determine if anything was taken from within the home.

Assist other Law Enforcement Agency

On July 12th Officers were dispatched to M5 to check on a vehicle off the roadway. Upon arrival the Officers noted that the vehicle crashed in Farmington Hills and upon further investigation learned that the driver was intoxicated. The Farmington Hills Police were advised and the driver was subsequently arrested.

Probation Violation

On July 13th Officers responded to a report of an unresponsive subject on Maple St. Upon arrival Officers found the highly intoxicated Farmington resident to be in violation of their probation order. The details of the subject's violations were forwarded to their Probation Officer at the 47th District Court and a warrant for that subject's arrest has been issued for those violations.

Customer Trouble

On July 13th Marathon Gas Station employees reported that a known Farmington resident was harassing them by continuing to call making harassing and vulgar

statements. The subject was later located in Farmington Hills causing a disturbance at the 7-Eleven (Farmington/Nine Mile). The subject was advised to stop calling Marathon, to which he agreed.

Disorderly Conduct

On July 14th a Sergeant conducting a business check of Farmington business observed a male subject urinating against the wall of the business. The Sergeant noted that the business was open to the public, has a public restroom and the subject was in view of the public/customers. The subject was issued a citation for the offense and released at the scene.

Burglary of a Business

On July 14th Officers responded to an alarm at the Valero Gas Station at Grand River Ave. and Orchard Lake Road. While en-route Dispatch received a call from a passerby who described watching at least three unknown subjects loading an ATM into an SUV and fleeing the scene. Upon arrival Officer's confirmed the B&E noting that the front door of the business had been ripped out of the wall, the ATM missing as well as cigarettes. The business owners were contacted, responded and were able to provide the surveillance video of the incident. Officers later learned of a similar incident that occurred a short time later in Southfield, a suspect vehicle was developed which returned to a residence in Farmington Hills. The incidents are currently being investigated by Farmington Detectives.

Trespassing

On July 15th Officers responded to a suspicious person complaint at Drakeshire Apartments involving a male subject and a silver Lincoln sedan. The subject was identified, determined to not be a resident of Drakeshire and was advised to leave and not return. The subject was subsequently given no trespass orders for Drakeshire and Chatham Hills Apartments.

Missing Juvenile

On July 16th Officers located and aided the return of a juvenile that became separated from their family at Riley Park during The Founder's Festival.

Larceny

On July 18th a Farmington resident reported that somebody stole his front porch furniture sometime during the night. The items taken were two wicker chairs, two cushions, and a glass table. The resident was home when the items were taken but did not see or hear anything suspicious.

Trespassing

On July 18th officers responded to a suspicious person complaint at Chatham Hills Apartments. Officers were advised that a male subject was in a parked vehicle acting suspicious. The subject was located, interviewed, and advised to leave and not return per Chatham Hills Apartment Management. Later that same evening officers responded to Chatham Hills Apartments on an unrelated matter and observed the aforementioned subject in the parking lot. The subject was cited for trespassing and escorted off the property.

Trespassing

On July 19th officers responded to the Farmington Public Library for a report of a subject spitting on a patron. Officers learned that a female had been standing in the parking lot and was approached by a male in a vehicle. The male spit at her and yelled profanities. Officers were able to identify this male and learned from library management that he has had prior harassment complaints. Officers made contact with the male and advised him that he is not to return to the library at the request of library management. If he returns he will be cited for trespassing.

Larceny from an Automobile

On July 20th, a resident of the Drakeshire Apartments, came to the front desk to report that sometime between 10:45 AM and 12:00 PM, an individual entered her vehicle and took prescription drugs. The resident did not know if she had locked her vehicle. Officers did not find any evidence that entry was forced on the vehicle.

Possession of Marijuana

On July 23rd around 11:41 PM an officer stopped a vehicle for driving without headlights in the area of Grand River Ave. and Power Rd. The officer made contact with the vehicle occupants and subsequent investigation discovered marijuana located inside the vehicle. The driver of the vehicle admitted to possessing the marijuana. The driver was arrested and lodged at our department.

Possession of Marijuana / Narcotics Paraphernalia / Never Acquiring a Driver's License

On July 24th an officer stopped a vehicle for speeding in the area of Drake Rd and Heritage Ln. The officer made contact with the occupant of the vehicle and subsequent investigation discovered marijuana and narcotics paraphernalia located inside the vehicle. It was also learned that the driver had never obtained a driver's license. The driver of the vehicle admitted to possessing the marijuana and paraphernalia. The driver was arrested and lodged at our department.

Disorderly Person

On July 26th officers were dispatched to a customer trouble report at the Edible Arrangements. Upon arrival, officers located an intoxicated subject who caused a disturbance in the business attempting to locate a phone to call his mother. The subject was in violation of a court order prohibiting alcohol consumption. The subject was arrested for disorderly intoxication and violation of a court order.

Marijuana Possession

On July 28th officers were dispatched to a suspicious vehicle parked in front of a residence on Lakeway. Upon arrival, officers learned the driver had a flat tire and was attempting to locate a Tow company. The officer detected an odor of marijuana coming from the interior of the vehicle. A baggie of marijuana was found in the center counsel of the vehicle after a vehicle search. The driver was arrested and cited for marijuana possession.

Attempt LFA

On July 28th a resident on Wesley reported unknown suspect(s) attempted to steal the tires from his personal vehicle which was parked in his driveway between the hours of 12:00 AM and 6:00 AM. The dispatched officer observed two lug nuts missing from the rear driver's side tire.

Solicitor

On July 29th officers responded to the area of Lansbury/Treehill on a solicitor report. Officers observed a subject soliciting sales for Power Home Remodeling. The subject did not have a permit to solicit in the City of Farmington. The subject was issued a citation for solicitation without a permit and released.

Marijuana Possession

On 07/30/16 an officer stopped a vehicle in the area of Grand River/Halsted for a defective brake light. The officer detected an odor of marijuana. A search of the vehicle and its occupants yielded .7 grams marijuana. A passenger was arrested for marijuana possession. Subsequent investigation revealed the driver to have no license. The driver was arrested for Never Acquired. The two remaining occupants were also arrested on outstanding warrants out Macomb County and the Wayne County Sheriff's Office. The vehicle was impounded.

Identity Theft

On 07/30/16 a resident on Briar Ridge filed an identity theft complaint alleging a Comcast cable account was opened in her name. Further investigation revealed the account belonged to a residence in Detroit. The case was forwarded to the Detective Bureau.

Identity Theft

On 07/31/16 a resident on Loomis filed an identity theft complaint alleging two Verizon phones were delivered to her residence by Fed EX. The complainant never ordered phones from Verizon. The case was forwarded to the Detective Bureau.

Additional Information

During the month of July, all public safety officers participated in Active Shooter Response training. This training took place at the old Maxfield Training Center facility which provided realistic environment to run multiple active shooter scenarios.

Significant public safety resources were devoted to the annual Founder's Festival, which took place on July 14th through the 18th. Foot patrols, crosswalk details, parade details and other special events kept the department busy. Overall, the event was problem-free with only a handful of calls for service for medical runs and some other non-emergency incidents.

Lastly, the department would like to express our heartfelt thanks to all of our City leaders and community members who expressed their support of the public safety department in light of the recent acts of violence against police throughout the country. It is truly our honor to serve you.

Total Calls	Medical Calls	Fire Calls	Traffic Stops	Crash Reports
1161	80	15	470	39

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

Packet Pg. 17

For The Month Of July

Classification	Jul/2015	Jul/2016	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
09005 DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%
09006 IN-CUSTODY DEATH	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	1	0%
12000 ROBBERY	0	0	0%
13001 NONAGGRAVATED ASSAULT	4	6	50%
13002 AGGRAVATED/FELONIOUS ASSAULT	0	0	0%
13003 INTIMIDATION/STALKING	0	1	0%
20000 ARSON	0	0	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	2	4	100%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	0	0%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	1	0%
23003 LARCENY -THEFT FROM BUILDING	2	0	-100%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	2	2	0%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	2	0	-100%
23007 LARCENY -OTHER	1	4	300%
24001 MOTOR VEHICLE THEFT	1	1	0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	0	0	0%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	1	0	-100%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	4	0%
26003 FRAUD -IMPERSONATION	0	0	0%
26004 FRAUD -WELFARE FRAUD	0	0	0%
26005 FRAUD -WIRE FRAUD	0	0	0%
26007 FRAUD - IDENTITY THEFT	0	2	0%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	0	0	0%
28000 STOLEN PROPERTY	0	1	0%
29000 DAMAGE TO PROPERTY	1	0	-100%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

Packet Pg. 18

		For The Month Of July		
Classification		Jul/2015	Jul/2016	%Change
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002	RETAIL FRAUD -THEFT	0	1	0%
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004	ORGANIZED RETAIL FRAUD	0	0	0%
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	2	7	250%
35002	NARCOTIC EQUIPMENT VIOLATIONS	1	3	200%
36001	SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002	SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000	OBSCENITY	0	0	0%
39001	GAMBLING- BETTING/WAGERING	0	0	0%
39002	GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003	GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004	GAMBLING -SPORTS TAMPERING	0	0	0%
40001	COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002	COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003	HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000	BRIBERY	0	0	0%
52001	WEAPONS OFFENSE- CONCEALED	3	0	-100%
52002	WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003	WEAPONS OFFENSE -OTHER	0	0	0%
64001	HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002	HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000	ANIMAL CRUELTY	0	0	0%
Group A Totals		22	38	72.72%
01000	SOVEREIGNTY	0	0	0%
02000	MILITARY	0	0	0%
03000	IMMIGRATION	0	0	0%
09003	NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000	ABORTION	0	0	0%
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004	POSSESSION OF BURGLARY TOOLS	0	0	0%
26006	FRAUD -BAD CHECKS	0	0	0%
36003	PEEPING TOM	0	0	0%
36004	SEX OFFENSE -OTHER	0	0	0%
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	0%
38002	FAMILY -NONSUPPORT	0	0	0%
38003	FAMILY -OTHER	0	0	0%
41001	LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002	LIQUOR VIOLATIONS -OTHER	3	5	66.66%
42000	DRUNKENNESS	0	0	0%
48000	OBSTRUCTING POLICE	0	0	0%
49000	ESCAPE/FLIGHT	0	0	0%
50000	OBSTRUCTING JUSTICE	5	4	-20%
53001	DISORDERLY CONDUCT	2	2	0%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

Packet Pg. 19

For The Month Of July

Classification	Jul/2015	Jul/2016	%Change
53002 PUBLIC PEACE -OTHER	2	0	-100%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	2	0	-100%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	10	7	-30%
55000 HEALTH AND SAFETY	0	0	0%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	7	9	28.57%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	1	0%
70000 JUVENILE RUNAWAY	0	0	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	6	3	-50%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	37	31	-16.2%
2800 JUVENILE OFFENSES AND COMPLAINTS	7	5	-28.5%
2900 TRAFFIC OFFENSES	17	15	-11.7%
3000 WARRANTS	25	17	-32%
3100 TRAFFIC CRASHES	20	33	65%
3200 SICK / INJURY COMPLAINT	88	76	-13.6%
3300 MISCELLANEOUS COMPLAINTS	171	164	-4.09%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	108	115	6.481%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	464	442	-4.74%
3800 ANIMAL COMPLAINTS	11	16	45.45%
3900 ALARMS	23	15	-34.7%
NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals	934	898	-3.85%
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	0	0	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	63	18	-71.4%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%
MISCELLANEOUS A THROUGH UUUU	0	0	0%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

Packet Pg. 20

For The Month Of July

Classification	Jul/2015	Jul/2016	%Change
TRAFFIC WARNINGS	0	0	0%
Group D Totals	63	18	-71.4%
5000 FIRE CLASSIFICATIONS	9	13	44.44%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%
Group E Totals	9	13	44.44%
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	0%
6200 ARREST ASSIST	0	0	0%
6300 CANINE ACTIVITIES	0	0	0%
6500 CRIME PREVENTION ACTIVITIES	0	0	0%
6600 COURT / WARRANT ACTIVITIES	0	0	0%
6700 INVESTIGATIVE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
CANINE ACTIVITIES	0	0	0%
Group F Totals	0	0	0%
Totals for all Groups	1065	998	-6.29%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

Packet Pg. 21

Year To Date Through July

Classification	2015	2016	%Change
Group F Totals	0	0	0%
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
09005 DEATH INVOLVING USE OF FORCE BY LAW ENFORCEMENT	0	0	0%
09006 IN-CUSTODY DEATH	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	1	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	2	0%
12000 ROBBERY	1	0	-100%
13001 NONAGGRAVATED ASSAULT	20	22	10%
13002 AGGRAVATED/FELONIOUS ASSAULT	2	2	0%
13003 INTIMIDATION/STALKING	8	8	0%
20000 ARSON	1	0	-100%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	6	9	50%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	1	1	0%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	1	0%
23003 LARCENY -THEFT FROM BUILDING	11	16	45.45%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	1	0	-100%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	18	28	55.55%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	6	6	0%
23007 LARCENY -OTHER	12	8	-33.3%
24001 MOTOR VEHICLE THEFT	4	3	-25%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003 MOTOR VEHICLE FRAUD	1	0	-100%
25000 FORGERY/COUNTERFEITING	1	6	500%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	5	2	-60%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	3	8	166.6%
26003 FRAUD -IMPERSONATION	0	0	0%
26004 FRAUD -WELFARE FRAUD	0	0	0%
26005 FRAUD -WIRE FRAUD	0	2	0%
26007 FRAUD - IDENTITY THEFT	6	3	-50%
26008 FRAUD - HACKING/COMPUTER INVASION	0	0	0%
27000 EMBEZZLEMENT	1	3	200%
28000 STOLEN PROPERTY	0	3	0%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

Packet Pg. 22

		Year To Date Through July		
Classification		2015	2016	%Change
29000	DAMAGE TO PROPERTY	7	5	-28.5%
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002	RETAIL FRAUD -THEFT	0	5	0%
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004	ORGANIZED RETAIL FRAUD	0	0	0%
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	25	36	44%
35002	NARCOTIC EQUIPMENT VIOLATIONS	15	24	60%
36001	SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002	SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000	OBSCENITY	2	0	-100%
39001	GAMBLING- BETTING/WAGERING	0	0	0%
39002	GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003	GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004	GAMBLING -SPORTS TAMPERING	0	0	0%
40001	COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002	COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003	HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000	BRIBERY	0	0	0%
52001	WEAPONS OFFENSE- CONCEALED	4	5	25%
52002	WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003	WEAPONS OFFENSE -OTHER	1	1	0%
64001	HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002	HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
72000	ANIMAL CRUELTY	0	0	0%
Group A Totals		162	210	29.62%
01000	SOVEREIGNTY	0	0	0%
02000	MILITARY	0	0	0%
03000	IMMIGRATION	0	0	0%
09003	NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000	ABORTION	0	0	0%
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004	POSSESSION OF BURGLARY TOOLS	0	0	0%
26006	FRAUD -BAD CHECKS	3	7	133.3%
36003	PEEPING TOM	0	0	0%
36004	SEX OFFENSE -OTHER	1	0	-100%
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	1	0	-100%
38002	FAMILY -NONSUPPORT	0	0	0%
38003	FAMILY -OTHER	0	0	0%
41001	LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002	LIQUOR VIOLATIONS -OTHER	13	25	92.30%
42000	DRUNKENNESS	0	0	0%
48000	OBSTRUCTING POLICE	7	6	-14.2%
49000	ESCAPE/FLIGHT	0	0	0%
50000	OBSTRUCTING JUSTICE	25	29	16%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

Packet Pg. 23

Year To Date Through July

Classification	2015	2016	%Change
53001 DISORDERLY CONDUCT	5	9	80%
53002 PUBLIC PEACE -OTHER	10	5	-50%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	3	0	-100%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	41	46	12.19%
55000 HEALTH AND SAFETY	1	2	100%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	15	16	6.666%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	1	0	-100%
63000 VAGRANCY	0	2	0%
70000 JUVENILE RUNAWAY	0	1	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	27	26	-3.70%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	153	174	13.72%
2800 JUVENILE OFFENSES AND COMPLAINTS	21	31	47.61%
2900 TRAFFIC OFFENSES	107	150	40.18%
3000 WARRANTS	137	130	-5.10%
3100 TRAFFIC CRASHES	156	209	33.97%
3200 SICK / INJURY COMPLAINT	557	546	-1.97%
3300 MISCELLANEOUS COMPLAINTS	1029	1080	4.956%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	500	651	30.2%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	3324	3681	10.74%
3800 ANIMAL COMPLAINTS	68	88	29.41%
3900 ALARMS	202	123	-39.1%
NON-CRIMINAL COMPLAINTS	0	0	0%
Group C Totals	6101	6689	9.637%
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	1	-50%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	-100%
4200 PARKING CITATIONS	0	3	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	1	1	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	360	313	-13.0%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%

CLR-008 Monthly Summary Of Offenses (FC)

4.B.a

Packet Pg. 24

Classification	Year To Date Through July		
	2015	2016	%Change
MISCELLANEOUS A THROUGH UUUU	0	0	0%
TRAFFIC WARNINGS	0	0	0%
Group D Totals	364	318	-12.6%
5000 FIRE CLASSIFICATIONS	70	95	35.71%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%
Group E Totals	70	95	35.71%
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	0%
6200 ARREST ASSIST	0	0	0%
6300 CANINE ACTIVITIES	0	0	0%
6500 CRIME PREVENTION ACTIVITIES	0	0	0%
6600 COURT / WARRANT ACTIVITIES	0	0	0%
6700 INVESTIGATIVE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
CANINE ACTIVITIES	0	0	0%
Group F Totals	0	0	0%
Totals for all Groups	6850	7486	9.284%

**Farmington City Council
Staff Report**

Council Meeting Date:
August 15, 2016

**Reference
Number
(ID # 2232)**

Submitted by: Amy Norgard, Controller

Description: Farmington Monthly Payments Report - July 2016

Requested Action:

Approve Farmington Monthly Payments Report - July 2016

Background:

See attachment

Agenda Review

Review:

Amy Norgard Pending

City Manager Pending

City Council Pending 08/15/2016 7:00 PM

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF JULY 2016

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 429,204.70
202	MAJOR STREET FUND	\$ 17,681.26
203	LOCAL STREET FUND	\$ 1,328.13
352	SPECIAL ASSESSMENT DEBT SERVICE	\$ 300.00
353	STREETScape DEBT SERVICE FUND	\$ 300.00
592	WATER & SEWER FUND	\$ 301,451.25
595	FARMINGTON COMMUNITY THEATER FUND	\$ 34,648.51
640	DPW EQUIPMENT REVOLVING FUND	\$ 120,347.37
701	AGENCY FUND	\$ 7,282.55
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 45,994.28
	TOTAL CITY PAYMENTS ISSUED:	\$ 958,538.05
136	47TH DISTRICT COURT FUND	\$ 81,182.69
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 27,209.69
290	FRIENDS OF GOVERNOR WARNER MANSION	\$ 2,067.81
296	SWOCC FUND	\$ 3,029.51
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 113,489.70
	TOTAL PAYMENTS ISSUED	\$ 1,072,027.75

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF JULY 2016

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #1	184,964.19
Agency Tax	Oakland County	Tax Payment #1	385,997.86
Agency Tax	Farmington Comm. Library	Tax Payment #1	25,386.41
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	251,990.31
General Fund	Federal Gov't	W/H & FICA Payroll	105,146.08
General Fund	MERS	June Transfer	41,102.52
General Fund	MERS HCSP	July Transfer	0.00
Agency	Ameraplan Flex	Debit Card Transactions	1,010.97
	TOTAL CITY ACH TRANSFERS		995,598.34
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	129,851.67
Court Fund	Federal Gov't	W/H & FICA Payroll	58,755.77
	TOTAL OTHER ENTITIES ACH TRANSFERS		188,607.44

**Farmington City Council
Staff Report**

Council Meeting Date:
August 15, 2016

**Reference
Number
(ID # 2234)**

Submitted by: David Murphy, City Manager

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

Requested Action:

Move to approve special event request for the American Legion Groves-Walker Post 346, 9-11 Memorial Service, September 11, 2016 at 6 p.m.

Background:

The City received a special event request from Andy Machcinski from the American Legion Groves Walker Post 346 for a 9-11 Memorial Service. The service is scheduled Sunday, September 11, 2016, beginning at 6:00 p.m. at the Sundquist Farmington Pavilion and will be held in memory and recognition of those who lost their lives during this tragic time. **(Please note, the time has changed to 6 p.m.; the application states 4 p.m.)**

City Administration is recommending approval of the special event request.

Agenda Review

Review:

David M. Murphy Pending
City Manager Pending
City Council Pending 08/15/2016 7:00 PM



Approval Needed:

City Manager

City Council

Approved

Denied

City of Farmington Special Event Application

This application is for all events in Riley Park and any other city event that will bring in more than 100 people. Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's Office at least 60 days prior to the starting date of the event.

Sponsoring Organization's Name AMERICAN LEGION POST 346

Organization Phone: 248-478-9174

Organization Address 31775 GRAND RIVER AVE, F.H., MI 48336

Organization's Agent: JR. VICE Phone: 248-794-2359

Agent's Title: ANDY MACHCINSKI E-mail: MACHC2@SBCGLOBAL.NET

Agent's Address: 24583 MILLCREEK DR.

Event Name: 9/11 REMEMBRANCE - PATRIOT DAY

Event Purpose: SALUTE OUR FIRST RESPONDERS

Event Dates: SEP 09 / 2011

Event Times: 4-6 PM

Event Location: RILEY PARK

Number of People Expected: 200

1. **Type of Event:** Based on policy section 2, this event is:

- City Operated Event
- Co-sponsored Event
- Private Event
Prohibited in Riley Park
- Non-Profit Event
- For-Profit Event

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

Riley Park Permit Fee:
\$100 residents/\$200 non-residents

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

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

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

4. For events in Riley Park: Invitation to Civic Organizations and Merchants in the Event Vicinity. Non-profit organizations and local merchants in the vicinity of Riley Park – the Central Business District -- should be given the opportunity to participate in the special event to the greatest extent practical; e.g., a local Deli might come out and sell bratwurst. You must demonstrate that reasonable efforts have been made with regard to such inclusion and participation. The City Manager’s office shall be responsible for determining whether this requirement has been met.

() I have invited local businesses to participate.

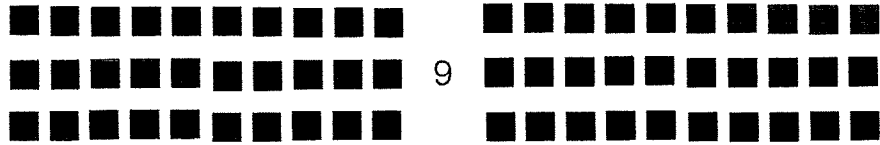
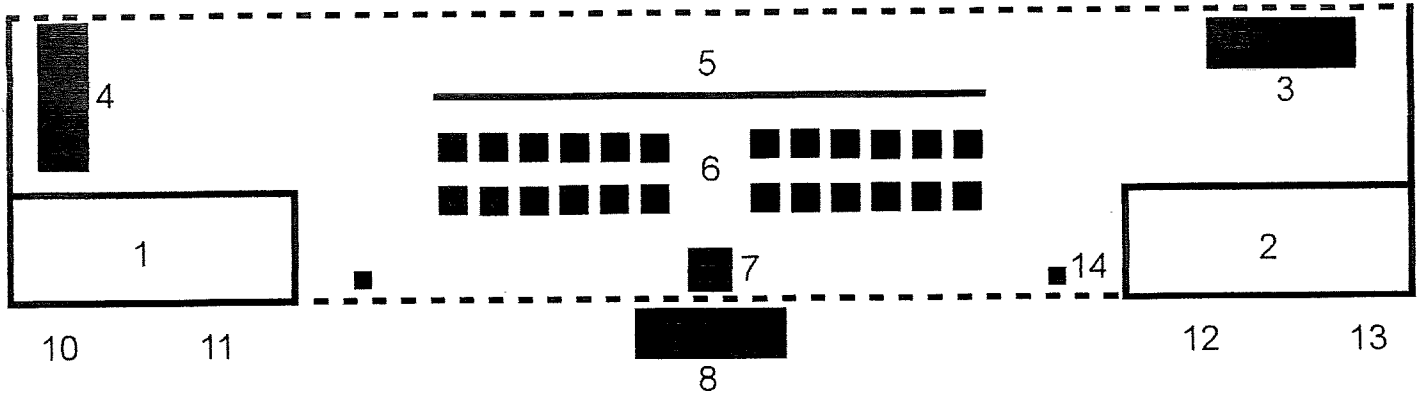
Those invited include: NONE

5. Exempt Parking: Are you requesting exempt Parking? (See Policy Section 5)
(YES) (NO)

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

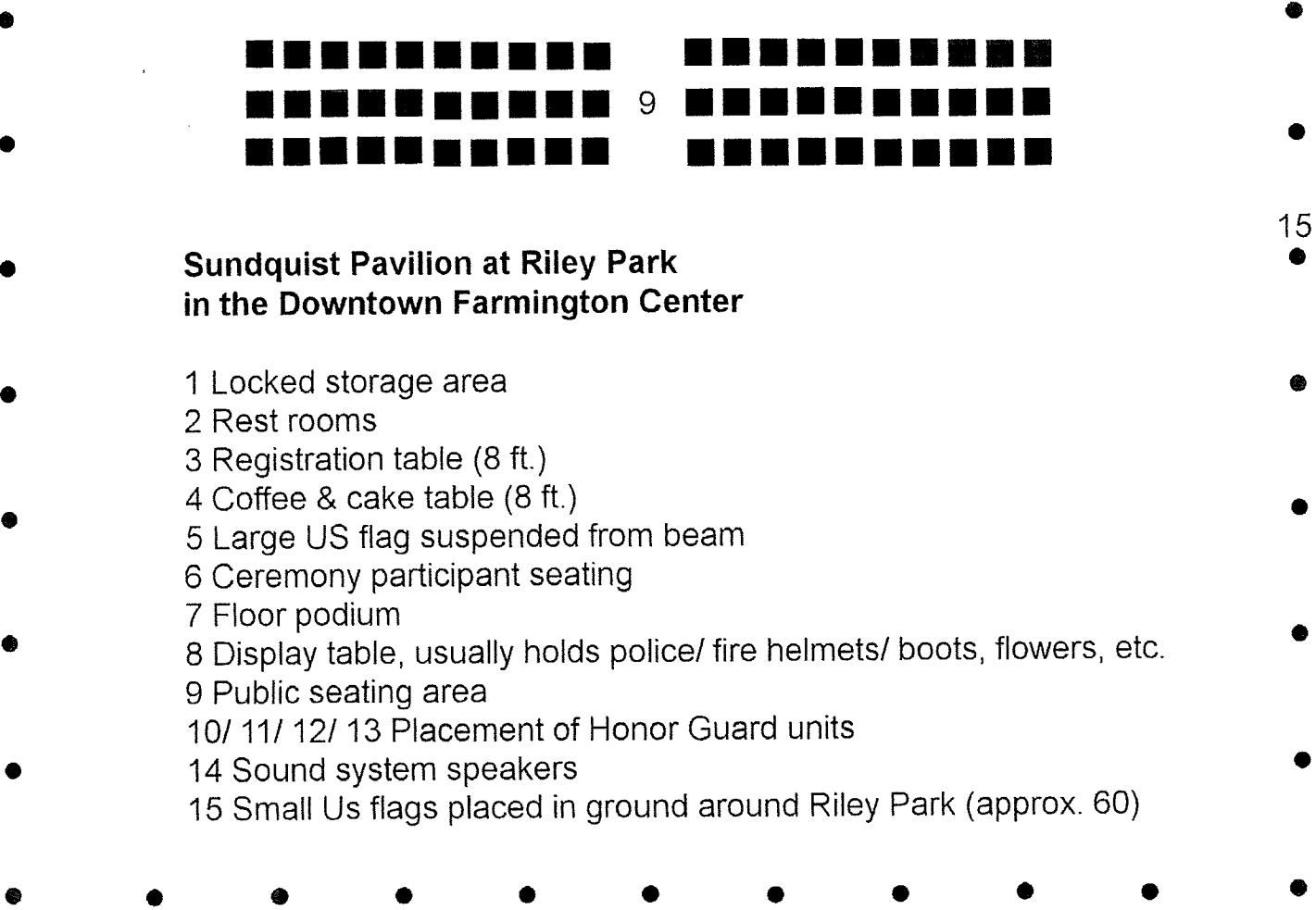
6. Other Requests:

NONE



**Sundquist Pavilion at Riley Park
in the Downtown Farmington Center**

- 1 Locked storage area
- 2 Rest rooms
- 3 Registration table (8 ft.)
- 4 Coffee & cake table (8 ft.)
- 5 Large US flag suspended from beam
- 6 Ceremony participant seating
- 7 Floor podium
- 8 Display table, usually holds police/ fire helmets/ boots, flowers, etc.
- 9 Public seating area
- 10/ 11/ 12/ 13 Placement of Honor Guard units
- 14 Sound system speakers
- 15 Small Us flags placed in ground around Riley Park (approx. 60)



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

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

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

Banner Length

Width

Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height

Write copy of sign in the box.

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

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

08/08/11
Date


Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least sixty (60) days prior to the first day of the event to:

City Manager's Office
23600 Liberty Street
Farmington, MI 48336

Phone: 248-474-5500, ext. 2221

**Farmington City Council
Staff Report**

Council Meeting Date:
August 15, 2016

**Reference
Number
(ID # 2240)**

Submitted by: David Murphy, City Manager

Description: Consideration to Approve Special Liquor License for Farmers Market Special Event

Requested Action:

Move to approve Michigan Department of Licensing and Regulatory Affairs, Liquor Control Commission Resolution for Special License for the Farmington Farmers & Artisans Market Cultural Heritage Day on Oct. 8 from 11 a.m. until 3 p.m.

Background:

The Farmers Market Manager is seeking approval for a special "one day" MLCC license to serve Beer & Wine at the Farmers Market on Oct 8th in conjunction with the markets pre-scheduled special event calendar programming.

The Farmers Market has a pre-scheduled new event programmed on the market calendar, "cultural heritage day". The first of its kind at the market, this event recognizes October as National Polish Heritage Month. The market will offer polish food, welcome polish heritage dancers in full costume, featuring polish music along with unique crafts/gift items. The plan of record does not include alcohol.

Throughout the season there has considerable interest and inquiry about offering beer for this event. In response, Farmington Brewery has offered to craft a unique seasonal light polish beer made with "smoked wheat". 10 oz Beers would be served from coil boxes mounted to 1/6 barrels in a designated restricted area with security from 11 am to 3pm. 400 people being served seems reasonable. There would be 2 beer selections along with perhaps a hard cider or locally sourced wine. If successful "cultural heritage" recognition could be an annual programmed event that the community would anticipate and look forward to.

If approved, the MLCC application would be submitted no later than September 1st.

Agenda Review

Review:

David M. Murphy Completed 08/12/2016 12:22 PM
City Manager Completed 08/12/2016 12:22 PM
City Council Pending 08/15/2016 7:00 PM



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Mailing Address: PO Box 30005, Lansing, MI 48909
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License

(Authorized by R436.576)

At a _____ meeting of the _____
(regular or special) (membership or board of directors)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered.

Moved by _____ and supported by _____

that the application from _____
(name of organization)

for a special license to serve alcohol on _____
(event date(s))

to be located at _____
(physical address of event location - include location name, street address, city, state, zip code)

It is the consensus of this body that the application be _____ for issuance.
(recommended or not recommended)

Approval

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of a resolution offered and adopted by the _____

at a _____ meeting held on _____
(regular or special) (date)

Name and title of authorized officer (please print): _____

Signature and date of authorized officer: _____

Phone number and e-mail of authorized officer: _____

**Farmington City Council
Staff Report**

Council Meeting Date:
August 15, 2016

**Reference
Number
(ID # 2233)**

Submitted by: David Murphy, City Manager

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

Requested Action:

Move to accept the Financial Reports for the City of Farmington Brownfield Redevelopment Authority for the Project for the year ending June 30, 2015 and authorize that they be filed with the State Tax Commission.

Background:

In 2014, the Michigan Economic Development Corporation (MEDC) revised the annual Brownfield Redevelopment Authority report that municipalities are required to submit. As a result, the City's submittal for the period ending June 30, 2015 is due August 31, 2016. It is a single sheet annual report the content of which is self-explanatory.

Agenda Review

Review:

David M. Murphy Completed 08/09/2016 11:57 AM
City Manager Completed 08/09/2016 11:57 AM
City Council Pending 08/15/2016 7:00 PM

Logout

MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION | PURE MICHIGAN®[Home](#)[My Profile](#)[My Sites](#)**Site****Project: TCF National Bank Brownfield Project**[Project Information](#) [Reports](#)

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

Progress Reports[Edit](#) | [Submit](#) | [Cancel](#)[Instructions](#)[Back to Program Metrics List View](#)**Project Details**

Project Name	TCF National Bank Brownfield Project	Account Name	City of Farmington BRA
Reported Calendar Year	2015	Date Brownfield Plan Approved	2/20/2006
Local Only Plan?	<input type="checkbox"/>	Report Status	Pending
I certify to the best of my knowledge that the information submitted in this report is true and correct.	<input checked="" type="checkbox"/>	Project Status	Reason On Hold

Purpose of TIR Expenditures

State TIR Expenditures	\$0	Environmental (DEQ) expenditures of TIR	\$0
Local TIR Expenditures	\$0	Non-environmental (MSF) expenditures of TIR	\$0
Local-only TIR Expenditures	\$0		

Activity Status

School Operating TIR Received	\$0.00	Local TIR received (excluding ISD & County)	\$1,694.04
State Education (SET) TIR Received.	\$0.00	Local ISD TIR Received	\$297.71
County TIR Received	\$410.57	Actual Capital Investment	\$0
Principal and Interest on all outstanding indebtedness	\$0	Residential units Constructed or Rehabilitated	0
Current Taxable Value	\$378,920	Sq Ft of Rehabilitated Residential	0
Captured Taxable Value	\$88,370	Sq Ft of Commercial	3,825
Sq Ft of New Residential	0	Sq Ft of Public Infrastructure	0
Sq Ft of Retail	0	New Jobs Created	10
Sq Ft of Industrial Space	0	Does this TIF capture overlap with any other abatement?	No
Linear feet of Public Infrastructure	0		
Additional Information			

michiganbusiness.org

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

**Farmington City Council
Staff Report**
Council Meeting Date:
August 15, 2016

**Reference
Number
(ID # 2241)**
Submitted by: David Murphy, City Manager

Description: Consideration to Appoint a Member of the Farmington City Council to Serve on the Charter Review Committee

Requested Action:

Move to appoint Farmington City Council Member _____ to serve on the City of Farmington Charter Review Committee for a term ending Dec. 31, 2016.

Background:

Currently, there is a council liaison vacancy on the Charter Review Committee.

The Charter Review Committee was established in 2005 and by resolution and remains active until dissolved by council. It is important to continue the committee to serve its purpose of recommending proposed charter amendments for council's consideration.

JoAnne McShane served as the prior council liaison.

Agenda Review
Review:

David M. Murphy	Completed	08/11/2016 1:31 PM
City Manager	Completed	08/11/2016 1:32 PM
City Council Pending		08/15/2016 7:00 PM

**Farmington City Council
Staff Report**
Council Meeting Date:
August 15, 2016

**Reference
Number
(ID # 2237)**
Submitted by: Chuck Eudy,

Description: Consideration to Approve Construction Change Order No.1 and Final Construction Pay Estimate No. 3 for the 2015 Power Road Bridge Scour and Streambank Stabilization

Requested Action:

Move to approve Construction Change Order No. 1 and Final Construction Pay Estimate No.3 in the amount of \$ 11,771.69 to Anglin Civil, LLC.

Background:

At the August 24, 2015 meeting City Council approved Anglin Civil, LLC of Livonia Michigan to proceed with Power Road Bridge Scour and Streambank Stabilization. The amount of the bid was \$217,033.75.

Orchard, Hiltz, and McCliment (OHM) has recommended payment of \$11,771.69 to Anglin Civil LLC. This final Construction Pay Estimate includes the release of retainage in the amount of \$10,851.69 for Division A (I) & B (II) of this contract, and \$920.00 of final site work at the Division B (II) location. To date Anglin Civil LLC has earned \$191,609.09 of this contract.

The Change Order No. 1 and Construction Estimate No. 3 final pay estimate will close out this project. The project has been completed \$25,424.66 under budget.

	Contract Bid	Revised Contract	Change Order No.1
Division A (I)	\$69,833.75	\$66,412.50	(\$3,421.25)
Division B (II)	\$147,200.00	\$125,196.59	(\$22,003.41)
Total	\$217,033.75	\$191,609.09	(\$25,424.66)

Agenda Review
Review:
Chuck Eudy Pending
City Manager Pending
City Council Pending 08/15/2016 7:00 PM



ARCHITECTS. ENGINEERS. PLANNERS.

August 3, 2016

Mr. Chuck Eudy **(Hand Delivered)**
DPW Superintendent
City of Farmington
33720 W. 9 Mile Road
Farmington, Michigan 48335

Regarding: City of Farmington - Power Road Bridge Scour and Streambank Stabilization
 OHM Job No. 0111-14-0043
 Final Estimate No. 3

Dear Mr. Eudy:

Enclosed are Construction Final Estimate No. 3 for the referenced project. This estimate reflects the approval of the final balancing change order that was submitted under separate cover.

Anglin Civil, LLC has completed the work shown on the attached construction final estimate for the period ending August 3, 2016 and we would recommend payment to the Contractor in the amount of **\$11,771.69** pending the receipt of all the final close out documents. We advise to hold the check for Anglin Civil until all final close out documents are received by OHM Advisors. Upon receipt, we will contact you and forward copies of said documents.

Sincerely,
OHM Advisors

A handwritten signature in black ink, appearing to read "Matt Parks". The signature is written in a cursive style and is positioned above a horizontal line.

Matt Parks, P.E.
Client Representative

cc: Josh Malik, Anglin Civil, LLC (via e-mail)
 File

P:\0101_0125\0111140040_Bridge_Scour_and_Streambank_CONST\Estimates_CO\Estimates\No.3\Estimate No. 3.docx

OHM Advisors

34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



CONSTRUCTION ESTIMATE

ORCHARD, HILTZ & McCLIMENT, INC.
34000 Plymouth Road
Livonia, MI 48150
p: (734) 522-6711
f: (734) 522-6427
w: ohm-advisors.com

PROJECT: City of Farmington - Power Road Bridge Scour and Streambank Stabilization

Job Numbers: 0111-14-0043

Estimate Number: 3 FINAL

Period End Date: 08/03/2016 16:01:13

OWNER: City of Farmington

CONTRACTOR: Anglin Civil LLC

Estimate Status: Approved

33720 W 9 Mile Rd

13000 Newburgh Rd

Contract Start Date: 09/08/2015

(248) 473-7250

248-397-4200

Contract End Date: 06/01/2016

Farmington, MI 48335

Livonia, MI 48150

Contract Duration: 267 days

STATUS: On Schedule

Print Date: 08/03/2016 16:07:29

*Retainage: Lump Sum

Original Contract Amount: \$217,033.75
Change Orders: (\$25,424.66)
Current Contract Amount: \$191,609.09

A) Changes due to CO No. 1 :

(\$25,424.66)
(\$25,424.66)

Earnings this Period: \$920.00
Earnings to Date: \$191,609.09
Previous Retainage: \$10,851.69
Retainage this Estimate: (\$10,851.69)
Less Total Retained to Date (Lump Sum): \$0.00
Net Earned: \$191,609.09
Previous Estimates: \$179,837.40
Amount Due Contractor: \$11,771.69

Amount Due Contractor includes \$10,851.69 of retainage previously held.

Prepared By:

Matthew Parks, P.E., Orchard, Hiltz & McCliment, Inc.

Date: 8-3-16

Approved By:

Chuck Eudy, DPW Director, City of Farmington

Date: 8/4/16

Item No.	Description	Original Bid Quantity	Authorized Quantity	Unit Price	Period Quantity	Period Amount	Quantity to Date	Total Amount to Date
Division A: Division I: Power Rd Bridge Scour								
1	Mobilization, Div I	1.00	1.00	\$8,050.00	-	-	1.00	\$8,050.00
2	Minor Traffic Devices, Div I	1.00	1.00	\$2,875.00	-	-	1.00	\$2,875.00
3	Traffic Maintenance and Control, Div I	1.00	1.00	\$2,875.00	-	-	1.00	\$2,875.00
4	Audio Video Route Survey, Div. I	1.00	1.00	\$1,150.00	-	-	1.00	\$1,150.00
5	Backfill, Structure, CIP	8.00	11.00 (A)	\$345.00	-	-	11.00	\$3,795.00
6	Erosion Control, Turbidity Curtain, Deep	35.00	0.00 (A)	\$28.75	-	-	-	-
7	Geotextile, Separator	45.00	45.00	\$11.50	-	-	45.00	\$517.50
8	Concrete Part - Non-Reinforced, 6 inch (Driveway)	30.00	0.00 (A)	\$115.00	-	-	-	-
9	Articulating Concrete Block	40.00	40.00	\$747.50	-	-	40.00	\$29,900.00
10	Maintain Stream Flow, Div I	1.00	1.00	\$17,250.00	-	-	1.00	\$17,250.00
				Division A Sub-Total:		\$0.00		\$66,412.50
				Retainage:		(\$3,761.24)		
Division B: Division II: Streambank Stabilization								
11	Mobilization, Div II	1.00	1.00	\$8,050.00	-	-	1.00	\$8,050.00
12	Audio Video Route Survey, Div. II	1.00	1.00	\$1,150.00	-	-	1.00	\$1,150.00
13	Tree, Rem, 19 inch to 36 inch	5.00	0.00 (A)	\$1,725.00	-	-	-	-
14	Tree, Rem, 6 inch to 18 inch	9.00	14.00 (A)	\$920.00	1.00	\$920.00	14.00	\$12,880.00
15	Station Grading	6.00	6.00	\$4,600.00	-	-	6.00	\$27,600.00
16	Subgrade Undercut, Type II (Modified)	30.00	0.00 (A)	\$46.00	-	-	-	-
17	Subgrade Undercut, Type II (Special)	30.00	0.00 (A)	\$57.50	-	-	-	-
18	Erosion Control, Silt Fence	700.00	0.00 (A)	\$4.60	-	-	-	-
19	Aggregate Surface Course, 21AAA, 6 inch	850.00	433.33 (A)	\$19.55	-	-	433.33	\$8,471.60
20	Nonwoven Geotextile Fabric	850.00	433.33 (A)	\$3.45	-	-	433.33	\$1,494.99
21	Maintenance Aggregate, 21AA	40.00	0.00 (A)	\$51.75	-	-	-	-
22	Detail A - Stone Riprap Toe Protection	65.00	65.00	\$172.50	-	-	65.00	\$11,212.50
23	Detail B - Bank Stabilization with Live Stakes	75.00	75.00	\$172.50	-	-	75.00	\$12,937.50
24	Vane Arm	3.00	3.00	\$5,750.00	-	-	3.00	\$17,250.00
25	Maintain Stream Flow, Div II	1.00	1.00	\$17,250.00	-	-	1.00	\$17,250.00
26	Turf Establishment	6.00	6.00	\$1,150.00	-	-	6.00	\$6,900.00
				Division B Sub-Total:		\$920.00		\$125,196.59
				Retainage:		(\$7,090.45)		



CHANGE ORDER

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

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

Change Order Number: 1
Date: 08/03/2016
Print Date: 08/03/2016 12:18:06
Job Numbers: 0111-14-0043

PROJECT: **City of Farmington - Power Road Bridge Scour and Streambank Stabilization**

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

CONTRACTOR: Anglin Civil LLC
13000 Newburgh Rd
Livonia, MI 48150
248-397-4200

TO THE CONTRACTOR:


You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated.

ORCHARD, HILTZ & McCLIMENT, INC.
34000 Plymouth Road
Livonia, Michigan 48150 Phone (734) 522-6711

CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

The changes addressed by this Change Order hereby increase the contract duration by 0 days.

THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF:	\$(25,424.66)
Original Contract Amount:	\$217,033.75
Contract Amount Including Previous Change Orders:	\$217,033.75
Amount of this Change Order:	\$(25,424.66)
REVISED CONTRACT AMOUNT:	<u>\$191,609.09</u>

Accepted By:  Josh Macik
Anglin Civil LLC

Date: 8/3/2016

Prepared By:  MATT PARKS, P.E.
Matthew Parks, P.E., Orchard, Hiltz & McCliment, Inc.

Date: 8/3/2016

Approved By: 
Chuck Eudy, DPW Director, City of Farmington

Date: 8/4/16

City of Farmington - Power Road Bridge Scour and Streambank Stabilization
City of Farmington

Change Order Number: 1
Job Number: 0111-14-0043

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase	
THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT							
Division A:Division I: Power Rd Bridge Scour							
5	Backfill, Structure, CIP	8.00	Cyd	3.00	11.00	\$345.00	\$1,035.00
SUB-TOTAL INCREASES DIVISION A:						\$1,035.00	
Division B:Division II: Streambank Stabilization							
14	Tree, Rem, 6 inch to 18 inch	9.00	Ea	5.00	14.00	\$920.00	\$4,600.00
SUB-TOTAL INCREASES DIVISION B:						\$4,600.00	
THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT							
Division A:Division I: Power Rd Bridge Scour							
6	Erosion Control, Turbidity Curtain, Deep	35.00	Ft	(35.00)	0.00	\$28.75	(\$1,006.25)
8	Concrete Pavt - Non-Reinforced, 6 inch (Driveway)	30.00	Syd	(30.00)	0.00	\$115.00	(\$3,450.00)
SUB-TOTAL DECREASES DIVISION A:						(\$4,456.25)	
Division B:Division II: Streambank Stabilization							
13	Tree, Rem, 19 inch to 36 inch	5.00	Ea	(5.00)	0.00	\$1,725.00	(\$8,625.00)
16	Subgrade Undercut, Type II (Modified)	30.00	Cyd	(30.00)	0.00	\$46.00	(\$1,380.00)
17	Subgrade Undercut, Type II (Special)	30.00	Cyd	(30.00)	0.00	\$57.50	(\$1,725.00)
18	Erosion Control, Silt Fence	700.00	Ft	(700.00)	0.00	\$4.60	(\$3,220.00)
19	Aggregate Surface Course, 21AA, 6 inch	850.00	Syd	(416.67)	433.33	\$19.55	(\$8,145.90)
20	Nonwoven Geotextile Fabric	850.00	Syd	(416.67)	433.33	\$3.45	(\$1,437.51)
21	Maintenance Aggregate, 21AA	40.00	Ton	(40.00)	0.00	\$51.75	(\$2,070.00)
SUB-TOTAL DECREASES DIVISION B:						(\$26,603.41)	



Attachment: A02 Existing exposed sanitary sewer (2237 : Power Road-/Stream Bank No.3)



Attachment: A08 RESTORATION 20151207_081400 (2237 : Power Road-/Stream Bank No.3)



Attachment: 03 Existing condition before excavation (2237 : Power Road-/Stream Bank No.3)



Attachment: 11 Articulating concrete block placed (2) (2237 : Power Road-/Stream Bank No.3)

**Farmington City Council
Staff Report**

Council Meeting Date:
August 15, 2016

**Reference
Number
(ID # 2236)**

Submitted by: Chuck Eudy,

Description: Consideration to Authorize Purchase of Replacement Pick Up for DPW Parks

Requested Action:

Move to authorize the purchase of a 2017 GMC Cab & Chassis not to exceed \$25,000.00

Background:

The Fiscal Year 2016-17 Budget contains \$25,000.00 for the replacement of a DPW Parks Department Chassis Cab truck. This truck will be replacing the current 2004 GMC Cab & Chassis equipped with utility body. As a result, City Administration is requesting authorization to purchase a new GMC Cab & Chassis not to exceed the 2016-17 budgeted amount of \$25,000 from the MiDeal authorized vendor.

A quote of \$24,208.00 has been received from the MiDeal GMC vendor. DPW vehicle maintenance staff will transfer the utility body from the 2004 GMC truck to the 2017 GMC truck and install the emergency beacon and trailer hitch.

The new truck will also be undercoated to ensure the trucks 12 year life expectancy.

Agenda Review

Review:

Chuck Eudy Pending

City Manager Pending

City Council Pending 08/15/2016 7:00 PM

Prepared For:
 Josh Leach
 City of Farmington
 Farmington, MI
 Phone: (248) 473-7250
 Email: jleach@farmgov.com

Prepared By:
 Paul Roop
 Red Holman Buick GMC
 35100 Ford Rd
 Westland, MI 48185
 Phone: (734) 713-1064
 Fax: (734) 721-1780
 Email: paul_roop@hotmail.com

Fleet/Non-Retail GMC Sierra 2500HD 2WD Reg Cab 133.6" TC25903

PRICING SUMMARY

PRICING SUMMARY - Fleet/Non-Retail TC25903 2WD Reg Cab 133.6"

State of Michigan / Farmington

2017 Price \$24,208.00

Attachment: Farmington 2017 TC25903 ZW9 (2236 : Replacement Truck #17)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 444.0, Data updated 6/21/2016
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Customer File:

August 02, 2016 10:41:37 AM

Page 1

Prepared For:
 Josh Leach
 City of Farmington
 Farmington, MI
 Phone: (248) 473-7250
 Email: jleach@farmgov.com

Prepared By:
 Paul Roop
 Red Holman Buick GMC
 35100 Ford Rd
 Westland, MI 48185
 Phone: (734) 713-1064
 Fax: (734) 721-1780
 Email: paul_roop@hotmail.com

Fleet/Non-Retail GMC Sierra 2500HD 2WD Reg Cab 133.6" TC25903

SELECTED MODEL & OPTIONS

SELECTED MODEL - Fleet/Non-Retail TC25903 2WD Reg Cab 133.6"

Code	Description
TC25903	2016 GMC Sierra 2500HD 2WD Reg Cab 133.6"

SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail TC25903 2WD Reg Cab 133.6"

Code	Description
-	Interior: Jet Black/Dark Ash
-	Exterior 1: Cardinal Red
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2016 Fleet/Non-Retail TC25903 2WD Reg Cab 133.6"

CATEGORY

Code	Description
BODY CODE	
ZW9	PICKUP BOX, DELETE <i>CAB + CHASSIS</i>
SUSPENSION PKG	
Z85	SUSPENSION PACKAGE, HANDLING/TRAILERING, HEAVY-DUTY
EMISSIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS
ENGINE	
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, FLEXFUEL
TRANSMISSION	
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CONTROLLED
GVWR	
G4A	GVWR, 9300 LBS. (4218 KG)
AXLE	

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 444.0, Data updated 6/21/2016
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Customer File:

August 02, 2016 10:41:37 AM

Page 2

Prepared For:
 Josh Leach
 City of Farmington
 Farmington, MI
 Phone: (248) 473-7250
 Email: jleach@farmgov.com

Prepared By:
 Paul Roop
 Red Holman Buick GMC
 35100 Ford Rd
 Westland, MI 48185
 Phone: (734) 713-1064
 Fax: (734) 721-1780
 Email: paul_roop@hotmail.com

Fleet/Non-Retail GMC Sierra 2500HD 2WD Reg Cab 133.6" TC25903

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - Fleet/Non-Retail TC25903 2WD Reg Cab 133.6"

CATEGORY

Code	Description
AXLE	
GT5	REAR AXLE, 4.10 RATIO
PREFERRED EQUIPMENT GROUP	
1SA	WORK TRUCK PREFERRED EQUIPMENT GROUP
WHEELS	
PYN	WHEELS, 17" (43.2 CM) STEEL
TIRES	
QHQ	TIRES, LT245/75R17E ALL-SEASON, BLACKWALL
SPARE TIRE	
ZHQ	TIRE, SPARE LT245/75R17E ALL-SEASON, BLACKWALL
PAINT SCHEME	
ZY1	PAINT, SOLID
PAINT	
G7C	CARDINAL RED
SEAT TYPE	
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT PASSENGER RECLINE
SEAT TRIM	
H2Q	JET BLACK/DARK ASH, VINYL SEAT TRIM
RADIO	
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO
ADDITIONAL EQUIPMENT	
KW5	ALTERNATOR, 220 AMPS
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED
NZZ	UNDERBODY SHIELD, FRAME-MOUNTED SHIELDS
9J4	BUMPER, REAR, DELETE
VXH	LPO, ASSIST STEPS, CHROMED TUBULAR, 6" RECTANGULAR
TRW	PROVISION FOR CAB ROOF-MOUNTED LAMP/BEACON

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

August 02, 2016 10:41:37 AM

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Fleet/Non-Retail GMC Sierra 2500HD 2WD Reg Cab 133.6" TC25903

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - Fleet/Non-Retail TC25903 2WD Reg Cab 133.6"

CATEGORY

<u>Code</u>	<u>Description</u>
ADDITIONAL EQUIPMENT	
DF2	MIRRORS, OUTSIDE HIGH-VISIBILITY VERTICAL TRAILERING-STYLE, BLACK
R9Y	FLEET FREE MAINTENANCE CREDIT
VQ1	FLEET PROCESSING OPTION
SPECIAL EQUIPMENT OPTIONS	
SFW	BACKUP ALARM CALIBRATION
OPTIONS TOTAL	

Attachment: Farmington 2017 TC25903 ZW9 (2236 : Replacement Truck #17)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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7.D.b

Attachment:

Packet Pg. 54



7.D.c

Attachment:

Packet Pg. 55





Attachment: Utility Body installed (2236 : Replacement Truck #17)



**Farmington City Council
Staff Report**

Council Meeting Date:
August 15, 2016

**Reference
Number
(ID # 2242)**

Submitted by: David Murphy, City Manager

Description: Consideration to Approve Extension of the Sale of Land Agreement with SDC Ventures LLC, for the Former 47Th District Court Property on Ten Mile Road

Requested Action:

Move to approve requested extension.

Background:

SDC Ventures is requesting an extension of the Sale of Land Agreement for the former 47th District Court property on Ten Mile Road executed on May 16, 2016. The request is being made in order to provide additional time to fully and completely submit an application for approval of a Planned Unit Development (PUD) on the property in accordance with section D(4) of the agreement. SDC Ventures has submitted revised concept development plans for 19-22 attached residential duplex units on the Courthouse property.

City administration is recommending a 30-day extension.

Agenda Review

Review:

David M. Murphy Completed 08/12/2016 12:03 PM

City Manager Completed 08/12/2016 12:03 PM

City Council Pending 08/15/2016 7:00 PM

Hearing no public comment, Galvin requested a motion to close the public hearing.

2. Motion to close the public hearing.

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

3. Consideration of Resolution Approving Sale of Land Agreement with SDC Ventures LLC, for the Former 47th District Court Property on Ten Mile Road

Present: Roger Sherr, SDC Ventures

Murphy provided background on SDC Ventures LLC's offer for the courthouse property.

Cowley asked to change the language in the agreement to say "up to 120 days" in case the period is shorter. Murphy consulted Schultz, who advised that the 120 days is the outside figure and that the procedure does not have to take 120 days.

Scott was glad to see that the sale price includes the demolition of the building. He asked if there was any other consideration anticipated on behalf of the city for the project. Schultz assured him that the waiving of the permit fee was for the demolition only.

Schneeman expressed concern over approving a sale for which we really do not know what we are getting. He recognized that the developer must go through a PUD process, and he would like to see the developer do something more creative than having all garages face the road. His expectation is that this is a high quality development. He would prefer to have the developer avoid a "cookie cutter" approach.

Galvin asked about the timeframe for approval by the school district, and Schultz responded that there should be no delay from the schools as they are working on the easements now.

Galvin thanked Sherr for being at the meeting and for SDC Ventures' interest in Farmington.

Sherr assured Council that he is very excited about the development. He stated that he fully understands Schneemann's concerns and he will not let Council down. He promised creative elevations.

Christiansen commented that the four step PUD process will begin at the next planning commission meeting. The schools have already set decisions on easements in motion.

Motion to approve a resolution authorizing Sale of Land Agreement with SDC Ventures LLC, for the former 47th District Court Property on Ten Mile Road as presented. [SEE ATTACHED RESOLUTION NO. 05-16-009 AND AGREEMENT].

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

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

7. NEW BUSINESS

A. Consideration to Accept Proposal from Municipal Web Services (Muniweb) for the Redesign of the City Website and Waive the Bid Process.

Present: Melissa Andrade, Executive Assistant to the City Manager

Murphy provided background on a proposal from Municipal Web Services for the redesign of the city website.

Andrade discussed proposed changes to the website, including making the website mobile-friendly.

Bowman asked whether there was any reaching out to any other vendors for a lesser bid. Andrade replied that Farmington Hills bid out this service a year ago and Muniweb was the best bid from six. Also, Farmington has been using Muniweb for years and the city has been very happy with their services. She requested that, in light of those two facts, the bid process be waived and the city continue as a client of Muniweb to move the web update along.

Scott thanked Andrade for taking this on, and cited personal difficulty using our website on a mobile platform. He noted that more and more people will be going to our site using their phones, and he was appreciative of moving to a more usable format.

Motion to accept a proposal from Municipal Web Services for the redesign of the City website and waive the bid process. [SEE ATTACHED PROPOSAL].

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

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

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON

**RESOLUTION APPROVING SALE OF LAND AGREEMENT
WITH SDA VENTURES, L.L.C.**

RESOLUTION NO. 05-16-009

At a regular meeting of the City Council of the City of Farmington, County of Oakland, State of Michigan, held on the 16th day of May, 2016, at 7:00 p.m., with those present and absent being,

PRESENT: Councilmembers Bowman, Cowley, Galvin, Schneemann, Scott

ABSENT: None

the following resolution was offered by Councilperson Scott and supported by Councilperson Cowley:

WHEREAS, the City of Farmington acquired ownership of the approximately 14,000 square foot, old 47th District Court building (approximately 3.87 acres) in or around 2003, after a new courthouse was constructed elsewhere; and

WHEREAS, in 2004 the City Council undertook a formal RFP process seeking a purchaser for the property along with a specific plan for development; and

WHEREAS, in 2005, the City entered into an agreement for the sale of the property to a potential developer for a duplex or multiple-family use; however, the sale did not close; and

WHEREAS, in 2012, following the economic downturn, the City Council determined to secure the services of a broker to list the property for sale; the Council approved the listing through a resolution that included a submittal and review process and various criteria upon which to review different proposals; and

WHEREAS, in 2014, a potential purchaser, Balfour, was identified, with whom the City entered into a purchase agreement and eventually approved a Planned Unit Development (PUD) with respect to potential use of the property for a senior living/Alzheimer's facility; and

WHEREAS, Balfour also failed to close on the property; and

WHEREAS, the City's retained broker has continued to seek proposals for the property; and

WHEREAS, the City Council has recently evaluated proposals for various developments, including written proposals for duplex and/or multiple-family uses, and a single-family use, as well as verbal proposals; and

WHEREAS, the City Council has reviewed the specific proposal of SDC Ventures, L.L.C. submitted in March, 2016, which identifies a use of the property for approximately 14 single-family homes, and has secured an offer to purchase (through a signed Sale of Land Agreement) from SDC Ventures with regard to such project; and

WHEREAS, the City Council has evaluated the proposed project, the proposed purchase price of \$420,000, and the other items and conditions of the Sale of Land Agreement and has determined that no advantage to the City would result from further consideration of the other alternative proposals, and that the sale of the property to SDC Ventures is the most advantageous to the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the proposed Agreement with SDC Ventures, L.L.C. is accepted; that the Mayor and Clerk are authorized to sign said Agreement; and that the City Manager’s Office and City Attorney are directed to undertake the actions set forth in the Agreement on behalf of the City.

AYES: Galvin, Schneemann, Scott, Bowman, Cowley
NAYS: None
ABSENT: None
ABSTENTIONS: None

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and acting City Clerk of the City of Farmington, County of Oakland, State of Michigan, do hereby certified that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington at a regular meeting held on the 16th day of May, 2016, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 18th day of May, 2016.

SUSAN K. HALBERSTADT, City Clerk

Council version

**CITY OF FARMINGTON
SDC VENTURES, LLC
SALE OF LAND AGREEMENT**

THIS SALE OF LAND AGREEMENT ("**Agreement**"), made and entered into this 16TH day of May, 2016, by and between the City of Farmington, a Michigan municipal corporation ("**City**"), whose address is 23600 Liberty Street, Farmington, Michigan 48335, and, SDC Ventures LLC, a Michigan limited liability company ("**Purchaser**"), whose address is 31300 Orchard Lake Road Suite 200, Farmington Hills, Michigan 48334.

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

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

B. Purchaser desires to acquire the Property for development;

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

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

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

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

2. The "**Purchase Price**" for the Property shall be Four Hundred Twenty Thousand Dollars (\$420,000.00) to be paid via wire transfer of funds to the City at the Closing. Within 2 business days after the full execution and delivery of this Agreement, Purchaser will deposit in escrow with the First American Title Insurance Company ("**Title Company**") located in Bloomfield Hills, Michigan, attn.: Marcia Lawless, the sum of Twenty Five Thousand Dollars (\$25,000.00) ("**Earnest Money Deposit**"). The Earnest Money Deposit shall, at Purchaser's direction, be held in an interest bearing account reasonably acceptable to Purchaser with all interest thereon becoming a portion of the Earnest Money Deposit. The Earnest Money Deposit shall be delivered to Seller upon Closing and credited to Purchaser against payment of the Purchase Price or paid to Seller or refunded to Purchaser as provided herein.

3. As evidence of title (a) City agrees, at City's sole cost and expense, to furnish Purchaser, as soon as possible, but in no event later than fifteen (15) days after the date hereof, a commitment ("**Title Commitment**") from the Title Company to issue an ALTA 2006 owners' policy of title insurance in favor of Purchaser with respect to the Property in the amount of the Purchase Price (the "**Title Policy**"), along with copies of documents noted as exceptions to Seller's title to the Property, and to issue to Purchaser, effective upon Closing, Title Policy, without standard exceptions (except that the standard survey exception will not be removed unless Purchaser provides the Title Company with an acceptable survey), which Title Policy shall contain exceptions from coverage for only the Permitted Encumbrances (defined below), and no other matters, and (b) Purchaser shall, at its sole cost and expense, promptly after receipt of the Title Commitment, order a certified survey ("**Survey**") of the Property.

If Purchaser notifies City in writing within fifteen (15) days after the date of receipt of the last of Title Commitment or the Survey (and, if Purchaser has not received the Survey on or before 21 days after its receipt of the Title Commitment, it shall be deemed for purposes of the foregoing time frame to have received the Survey on such date 21 days after receipt of the Title Commitment) of any objections it has to the state of title to the Property, City agrees to provide Purchaser with a revised title commitment evidencing that such defect has been remedied in a manner acceptable to Purchaser in its sole discretion. It is expressly understood and agreed that any affirmative insurance to be arranged by City over any objection raised by Purchaser shall be subject to acceptance by Purchaser in Purchaser's sole discretion. City will be required to use reasonable efforts to remedy any such objection within thirty (30) days from its receipt of Purchaser's title objections. If City is unable to remedy such objection after using reasonable efforts within said thirty (30)-day period, Purchaser shall have a period of ten (10) days after it receives written notice from City that such objection has not been remedied to elect in writing to either (a) proceed with this transaction, in which event the Deed (defined below) for the Property will be executed and delivered subject to any such defects (the "Waived Defects"); or (b) terminate this Agreement without further liability on the part of either party and to immediately receive a full of the Earnest Money Deposit as its sole and exclusive remedy. Failure of Purchaser to timely elect an option shall be deemed to mean that Purchaser has elected to proceed.

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

It is expressly understood and agreed that a certain cross-access agreement with the adjacent property owner to the east, recorded at Liber 7438, Page 485 of Oakland County Records ("**Cross Access Agreement**") shall not be a Permitted Exception and as an express condition precedent to Purchaser's obligation to acquire the Property, City shall cause the same to be terminated and released of record on or before Closing.

4. Provided that Purchaser has not terminated this Agreement under Paragraphs 3 or 5, as soon as possible, but in no event later than one ninety (90) days after the date hereof, Purchaser agrees, at its sole cost and expense, to fully and completely submit an application for approval of a Planned Unit Development ("**PUD**") on the Property that complies with City

ordinance requirements for PUDs and that contains all plans, maps, elevations, details and information required under the City's Zoning Ordinance and other applicable ordinances. Such application for PUD approval shall propose a single family residential development on the Property of approximately 14 homes, after demolition of the existing buildings and improvements. Purchaser shall pursue approval of the PUD in good faith with the City, provided that acceptance of the same shall be subject to Purchaser's approval in its sole and absolute discretion. City agrees to process and review Purchaser's submittals on a timely basis in accordance with applicable laws and ordinances. In the event Purchaser and City comply in good faith with this provision, but the PUD is not approved within 120 days of the submittal of the PUD Application by the Purchaser (such approval period being referred to herein as the "**Conditions Period**"), either party may declare this Agreement to be without further force and effect in a written notice to the other party and the Title Company shall promptly thereafter refund to Purchaser the Earnest Money Deposit. For purposes of the foregoing, the PUD shall be deemed approved when the City Council adopts a resolution approving Purchaser's final PUD plan and a PUD Agreement that is mutually satisfactory to Purchaser and City. The PUD Agreement shall provide that the Property shall be developed in accordance with its provisions and the PUD plan, that the PUD approval and PUD Agreement are binding on Purchaser and its successors and assigns, and that it shall be recorded at the Oakland County Register of Deeds and run with the land.

5. Purchaser will have the right to enter upon the Property to make such tests, studies and investigations of the Property as may be deemed reasonable by Purchaser for purposes of inspecting the condition of the Property and the feasibility of developing the Property as intended by this Agreement and preparing and submitting its PUD plan and application materials to the City; provided that Purchaser will be responsible for repairing any damage caused to the Property thereby in the event Purchaser shall elect, pursuant to the terms hereof, not to purchase the Property. It is agreed that, upon 24 hours' notice to the City, Purchaser, or its agents, contractors or employees shall have free access to the Property during regular City business hours for the purpose of performing said tests, studies and investigations. Prior to any entry upon the Property, Purchaser shall obtain liability insurance, naming City as an additional insured thereon, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and shall provide City with a certificate evidencing the procurement of such insurance. Purchaser shall indemnify, defend and hold City harmless from and against any and all claims, damages, liabilities and expenses, including but not limited to attorney fees, incurred by or asserted against the City which arise out of or are related to any of Purchaser's activities under this paragraph (but excluding consequential damages, in all events). The indemnification provisions of this paragraph shall survive the Closing of this transaction. Purchaser shall have the right, within sixty (60) days after the date of this Agreement, to notify Seller of its satisfaction in its sole discretion with the condition of the Property, failing of which notice, this Agreement shall terminate automatically, the Earnest Money Deposit shall be promptly returned to Purchaser and neither party shall have any further liability or obligation hereunder.

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

A. Approval of the PUD Plan and a PUD Agreement in form and substance acceptable to Purchaser (in its sole discretion) and to City, with an approved final site plan to be attached to said PUD Agreement (the "**PUD Approval Condition**"); and

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

C. Termination of the Cross Access Agreement and release of the same from the public record.

If the PUD Approval Condition is not satisfied or waived on or before expiration of the Conditions Period, either party may, until the PUD Approval Condition is so satisfied or waived, terminate this Agreement upon notice to the other party and Purchaser shall thereupon receive a prompt refund of the Earnest Money Deposit from the Title Company and neither party shall have any further liability or obligation hereunder. If any of the other Conditions Precedent are not satisfied or waived on or before expiration of the Conditions Period, Purchaser may, until the same are so satisfied or waived, terminate this Agreement upon notice to City and Purchaser shall thereupon receive a prompt refund of the Earnest Money Deposit from the Title Company and neither party shall have any further liability or obligation hereunder.

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

7. Subject to the terms and conditions of this Agreement, the purchase/sale transaction contemplated under this Agreement shall be consummated at a meeting of the parties (the "**Closing**") which shall take place at the offices of the Title Company on a mutually agreed date and time within thirty (30) days after the expiration of the Conditions Period, provided that all of the Conditions Precedent have been satisfied or waived. At the Closing, City shall execute and deliver to Purchaser (as required) and Purchaser shall execute and deliver to City (as required) the following:

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

B. A closing statement showing the pro rations, adjustments, and credits as set forth in this Agreement. City shall pay the cost of the title policy, real estate transfer taxes and deed documentary stamps. Purchaser will pay all other closing costs and the costs of recording the Deed and any other documents requiring recordation. City and Purchaser shall be responsible for their own attorney fees up to and including the Closing, except that Purchaser shall be responsible to pay any fees, including attorneys' fees, required to be paid by ordinance in connection with its PUD application.

C. A covenant deed (the "**Deed**") conveying the Property to Purchaser, subject only to the Permitted Encumbrances, together with a real estate transfer tax valuation affidavit.

- D. Payment of the Purchase Price (less any credits under this Agreement).
- E. The signed instruments required under paragraph 9 of this Agreement.
- F. All required valuation and tax reporting documents and affidavits as required by law.
- G. A customary owner's affidavit, on the Title Company's standard form of the same, sufficient to enable the Title Company to issue the Title Policy effective as of Closing.

8. If the terms and conditions of this Agreement and the Conditions Precedent are satisfied and the City refuses to close, for in excess of 10 days after notice thereof from Purchaser, as Purchaser's sole and exclusive remedy on account thereof, Purchaser shall have the right to terminate this Agreement upon notice thereof to City, in which case the Earnest Money Deposit shall be promptly returned to Purchaser together with a reimbursement of all of the reasonable costs and expenses incurred by Purchaser in satisfying the Conditions Precedent to be satisfied by Purchaser. If the Conditions Precedent are satisfied and Purchaser refuses to close for in excess of 10 days after notice thereof from City, as City's sole and exclusive remedy on account thereof, City shall have the right, until Purchaser notifies Seller, if at all, that it is prepared to close, to terminate this Agreement upon notice thereof to Purchaser, in which case the Earnest Money Deposit shall be paid to the City, the parties agreeing that City's damages in the event of such a refusal by Purchaser of difficult if not Impossible to calculate and the parties have agreed that the Earnest Money Deposit represents a good faith, agreed upon approximation of the damages to be suffered by City in connection therewith. In no event shall either party be entitled to any other remedies or damages on account of a breach of this Agreement by the other party hereto.

9. THE PROPERTY IS BEING SOLD IN AN "AS IS" AND "ALL FAULTS" CONDITION including, but not limited to the environmental condition thereof, AS OF THE TIME OF CLOSING, provided that, no material adverse change has occurred to such environmental condition of the Property between the expiration of the 60 day period commencing on the date hereof and the date of Closing and if any such material adverse change has occurred, until Closing occurs, Purchaser shall have the right to terminate this Agreement upon notice thereof to City, in which case the Earnest Money Deposit shall be promptly returned to Purchaser and neither party shall have any further liability or obligation hereunder. Except as is specifically set forth in this Agreement and the Exhibits attached hereto (a) no statements or representations, express or implied, have been made or are made, and no information or documents supplied by the City are represented to be complete or accurate; and (b) no responsibility has been or is assumed by the City or by any affiliate, person, firm or agent acting or purporting to act on behalf of City as to: (i) the presence of or absence on, in, or beneath or about the Property of any minerals or other substances, including without limitation, any asbestos or any other "hazardous substances", (ii) the condition or repair of the Property, (iii) the value, expense of operation or income potential of the Property; or (iv) any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential thereof, including without limitation as to any fact, condition or defect which would be disclosed by a full, complete, and competent survey, investigation of all public and governmental agency's records and of the Property and each and every part or component thereof. For purposes of this Agreement, the term "hazardous substance(s)" shall mean any hazardous or toxic material, substance or waste,

which is defined by or for which the production, processing, sale, handling and/or disposal thereof is regulated as a hazardous or toxic material or waste under any applicable statute, law, rule or regulation of any federal, state or local governmental authority. The provisions of this paragraph shall survive the Closing of this transaction.

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

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

11. Purchaser is responsible for paying all costs and expenses related to seeking the PUD to be proposed on the Property, including any fees required by City ordinances or regulations as part of the PUD approval process. Notwithstanding the foregoing, all permit fees which would otherwise apply for issuance of a demolition permit with respect to the demolition of the improvements existing on the Property as of the date hereof shall be waived by City, with the foregoing waiver surviving Closing.

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

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

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

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

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

17. All notices required to be given hereunder shall be in writing. Notice shall be deemed as given hereunder: (a) upon personal delivery to the addresses set forth below; or, (b) upon receipt (or affirmative refusal to accept) if properly addressed and sent certified mail, return receipt requested; or (c) upon depositing such notice in the custody of a nationally-recognized overnight delivery service and sent by overnight delivery; or (d) upon e-mailing provided a copy of any notice so e-mailed shall also be sent via one of the foregoing methods of delivery approximately simultaneously. Notice shall be deemed properly addressed if sent to the following addresses:

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

Farmington, Michigan 48335
E-mail: dmurphy@farmgov.com

With a copy to: Mr. Thomas R. Schultz, Esq.
Johnson Rosati Schultz & Joppich, P.C.
34405 West Twelve Mile, Suite 200
Farmington Hills, Michigan 48331
E-mail: tschultz@jrsjlaw.com

If to Purchaser: SDC Ventures, LLC
c/o Roger Sherr
31300 Orchard Lake Road Suite 200,
Farmington Hills, Michigan 48334
E-mail: rscherr@sherrdev.com

With a copy to: J. Adam Rothstein, Esq.
Honigman Miller Schwartz and Cohn LLP
39400 Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304-5151
E-mail: arothstein@honigman.com

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

19. Purchaser may not assign this Agreement, in whole or in part, without the prior written consent of City. Such consent shall not be unreasonably withheld if the assignment is to an entity that is wholly owned or 50% of more owned by the principals of Purchaser. In all other instances, such consent shall be in the sole and absolute discretion of the City. If City consents to such assignment, the assignee shall be considered a "permitted assign" under this Agreement and shall be bound by all of the terms and conditions of this Agreement.

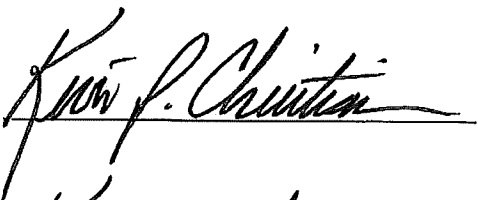
20. This Agreement may be executed in counterparts. Executed copies of this Agreement delivered between the parties via facsimile or e-mail shall have the same effect as if originally executed copies thereof had been delivered.

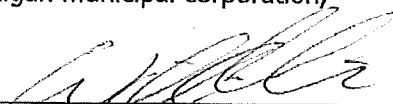
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

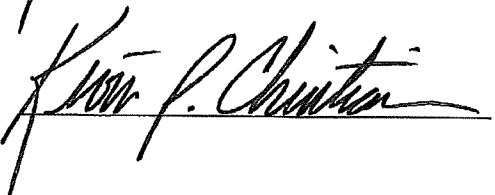
WITNESSES:

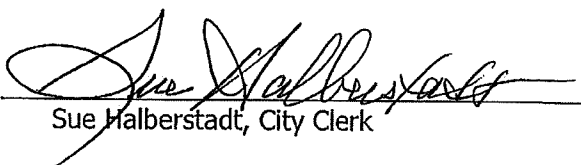
CITY OF FARMINGTON
a Michigan municipal corporation,



By 

William Galvin, Mayor

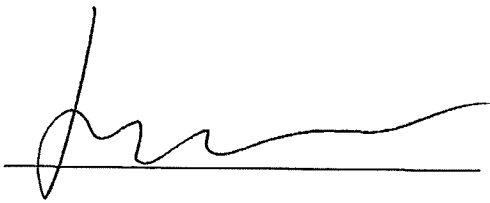


By 

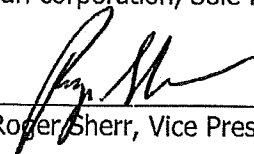
Sue Halberstadt, City Clerk

WITNESSES:

SDC Ventures, LLC
a Michigan limited liability company,



By: Sherr Development Corporation,
a Michigan corporation, Sole Member

By 
Roger Sherr, Vice President

ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY DEPOSIT

The undersigned hereby acknowledges receipt of the Earnest Money Deposit. The undersigned agrees to hold the same, as escrow agent, pursuant to terms of the Agreement to which this Acknowledgment is attached and pursuant to applicable law. The liability of the undersigned is limited by the terms and conditions expressly set forth herein and by the laws of the state in which the Property is located and in no event shall the liability of the undersigned exceed the amount of the Earnest Money Deposit. The undersigned shall have no liability whatsoever on account of or occasioned by any failure or negligence on the part of any bank, savings and loan or other savings institution wherein the Earnest Money Deposit is deposited, provided, however, that such institution is, at the time of deposit of the Earnest Money Deposit, federally insured. In the event of litigation affecting the duties of the undersigned as escrow agent relating to this Agreement and the Earnest Money Deposit, City and Purchaser, jointly, and not jointly and severally, shall reimburse the undersigned for all expenses incurred by the undersigned, including reasonable attorneys' fees, unless such litigation results from or is caused by the gross negligence or misfeasance of the undersigned. In the event of any dispute between City and Purchaser pertaining to the Earnest Money Deposit, the undersigned may commence an interpleader action and deposit the Earnest Money Deposit then being held by it with a court of competent jurisdiction and in such event, the undersigned shall be relieved of all further obligation and liability hereunder.

Reemerson First Title AS agent for
FIRST AMERICAN TITLE INSURANCE COMPANY

By: John D. Shepard
Name: John D. Shepard
Its: V.P.

EXHIBIT A**Legal Description of Property
(exclude existing and future right-of-way for Ten Mile)**

The land referred to in this Commitment is described as follows:

Situated in the City of Farmington, Oakland County, State of Michigan.

A parcel of land being all of lots 1, 2, 3, 26 and 27 and part of Lots 49, 50, 28, 29, 25 and 4 and part of Marblehead Boulevard (60 ft. wd.) of "Farmington Woods" a subdivision of parts of the Northeast 1/4 and the East 1/2 of the Northwest 1/4 of Section 27, Town 1 North, Range 9 East, Village of Farmington, Oakland County, Michigan, as recorded in Liber 40, page 24 of Plats, Oakland County Records, and is more particularly described as follows:

Commencing at the North 1/4 corner of Section 27, T1N, R9E, City of Farmington, Oakland County, Michigan, and proceeding thence South 89 degrees 52 minutes 02 seconds West 886.53 feet along the North line of said section to the point of beginning, proceeding thence South 05 degrees 58 minutes 12 seconds West 475.18 feet; thence North 84 degrees 19 minutes 53 seconds West 379.38 feet; thence North 00 degrees 19 minutes 14 seconds East 434.11 feet to a point on the North line of said section; thence along said North line North 89 degrees 52 minutes 02 seconds East 424.92 feet to the point of beginning.

Commonly known as: 32795 W. 10 Mile Rd

Tax Parcel No.: 20-23-27-126-004



LEGEND

TOTAL ACRES	: 18.8
TOTAL LOTS	: 100
TOTAL PARKING (SPACES)	: 14
PHASE I	: 50 LOTS
PHASE II	: 50 LOTS
TOTAL	: 100 LOTS
PARK, TREES	: 6.49 AC
ROAD (10 MI. W)	: 4.4 AC

CONCEPTUAL SITE PLAN
 1"=50'
 2/10/14



THOMAS RUD - S.T. UTREN.
 STARR DEVELOPMENT
 ARCHITECTS & ASSOC

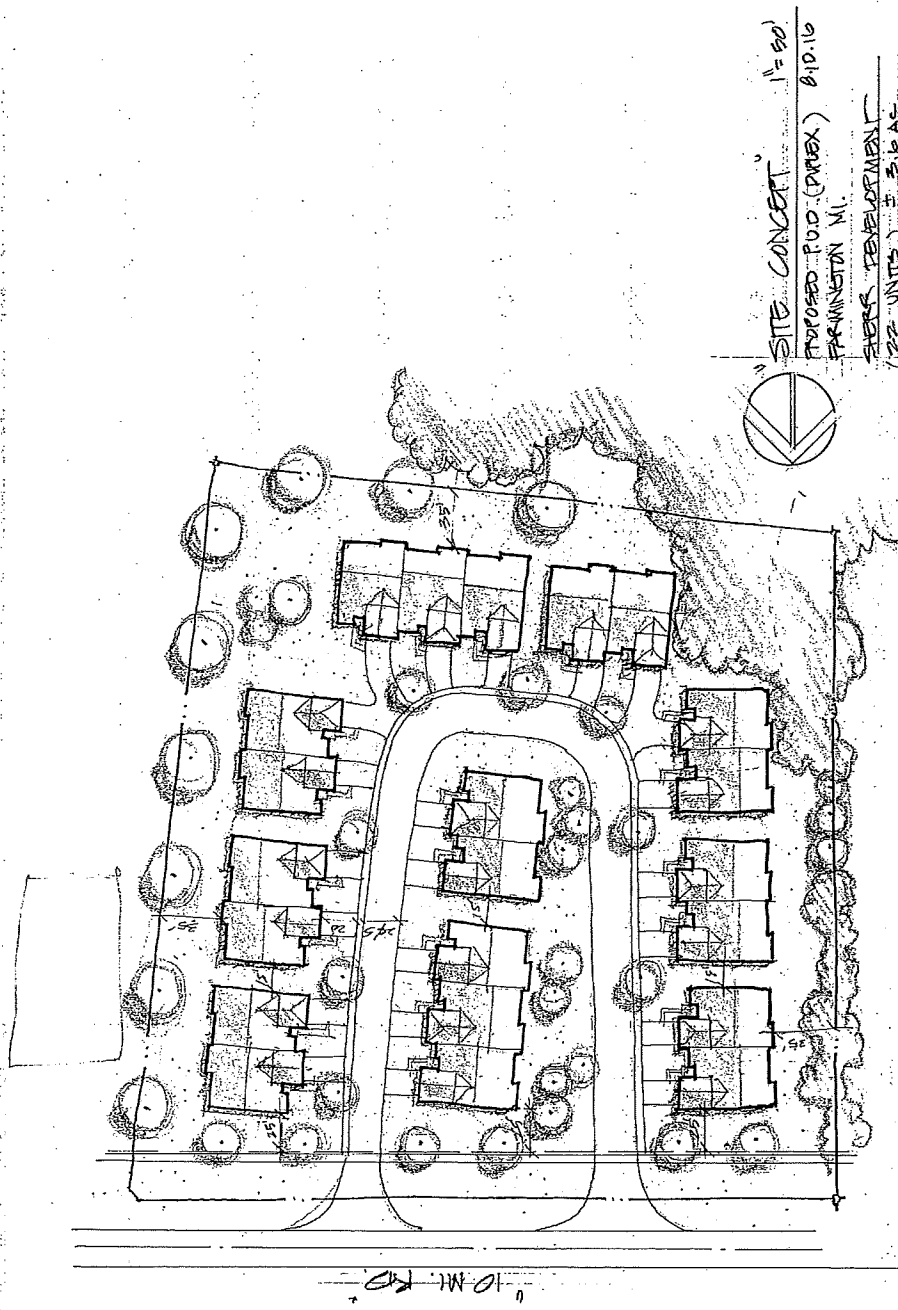


CONCEPTUAL FRONT ELEVATION
 SHERN DEVELOPMENT
 1/8" = 1'-0"
 02.10.18

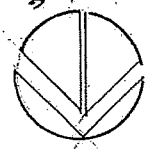
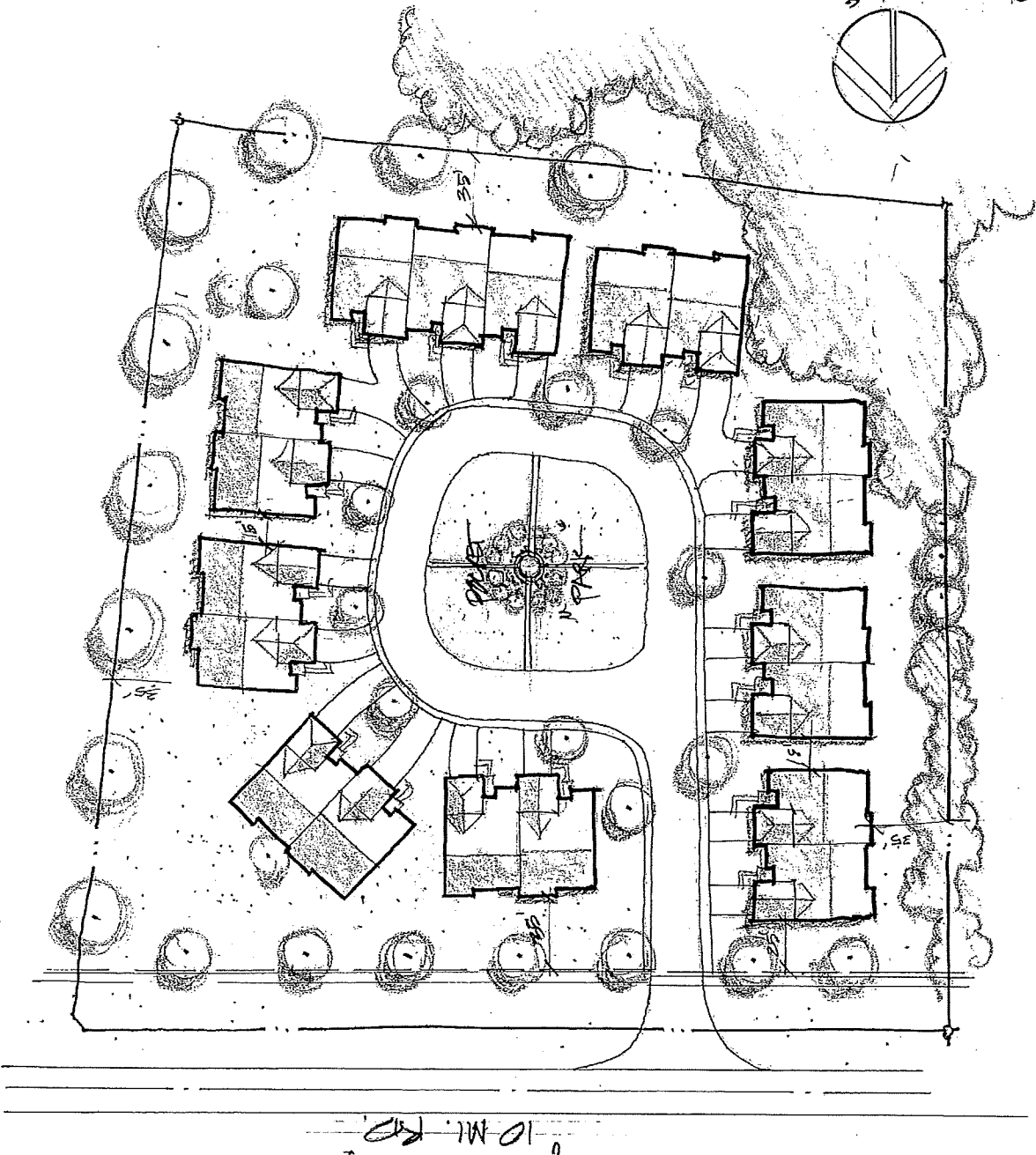
ALEXANDER V. BOGARTS & ASSOCIATES

Alexander V. Bogarts & Associates, P.C.
 Architecture • Planning • Interior Design
 2445 Franklin Road
 Bloomfield Hills, MI 48302
 248-331-5000



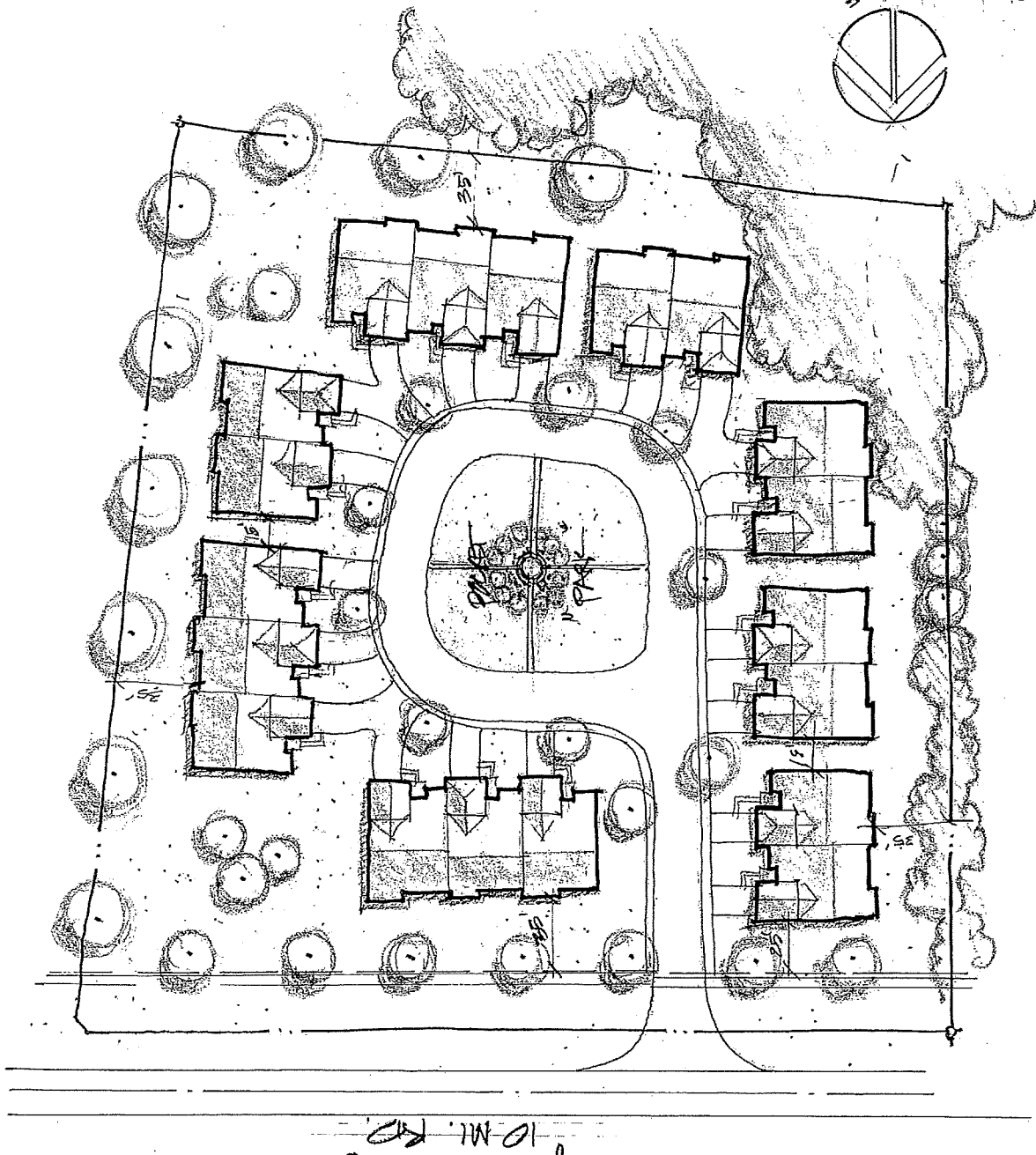


SITE CONCEPT 1" = 50'
 PROPOSED POD (PODEX) BID 16
 FARMINGTON MI.
 SHEERS DEVELOPMENT
 (222 UNITS) ± 516 A/S
 (RANK 1 1500 ± 200/28
 OPTION 2 UP) ± 2-4000
 ALEXANDER V. PROBERTS + ASSOC.

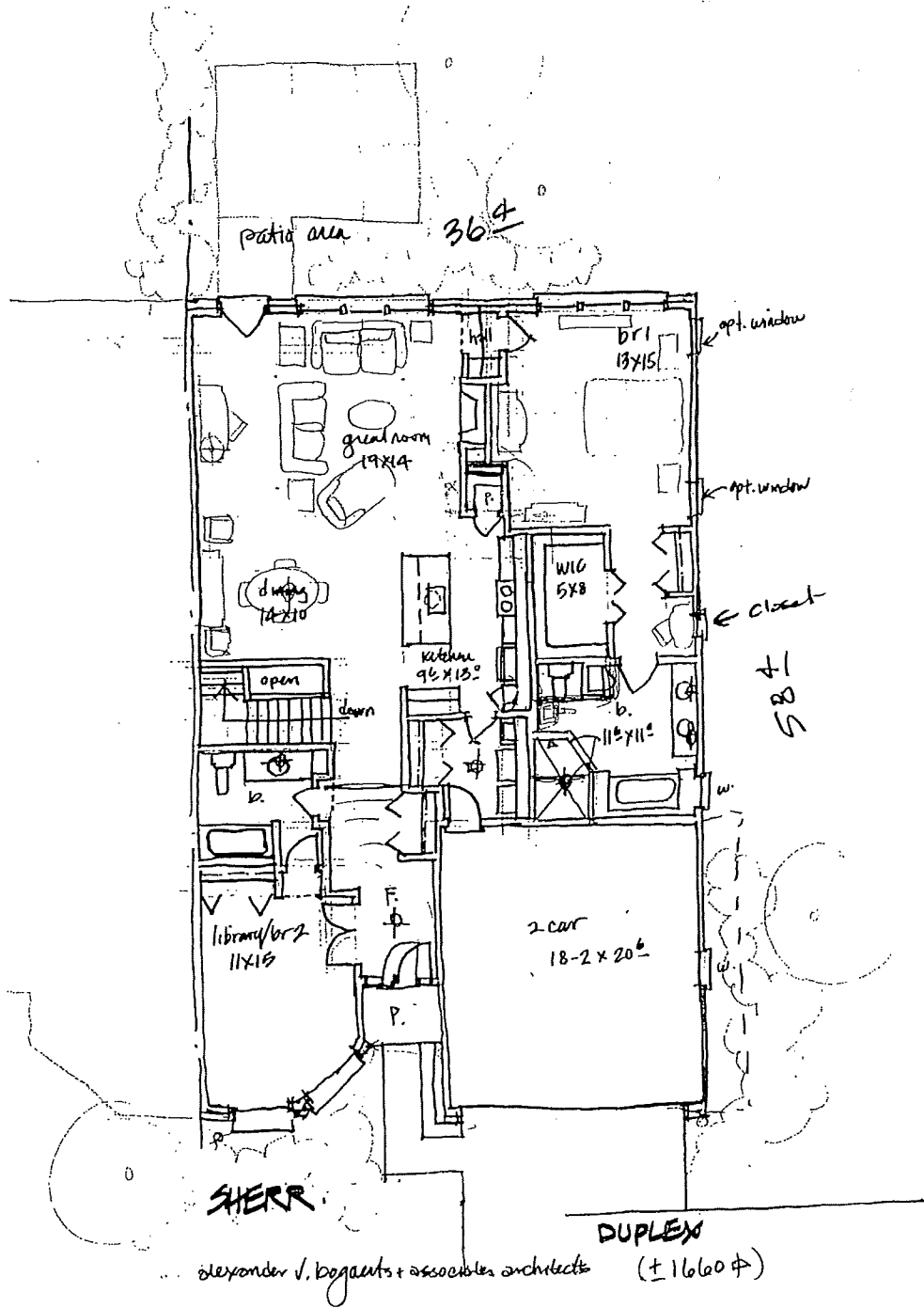


SITE CONCEPT 1" = 50'
 PROPOSED P.O.D. (PRELIM) B.I.D. 16
 FRANKLINTON MI.
 SHEFFER DEVELOPMENT
 (19 UNITS) ± 3.16 AC
 RANCH I 1500 ± 204/28
 (OPTION FOR UP) + 3-4000
 ALEXANDER V. PROBERTS & ASSOC.

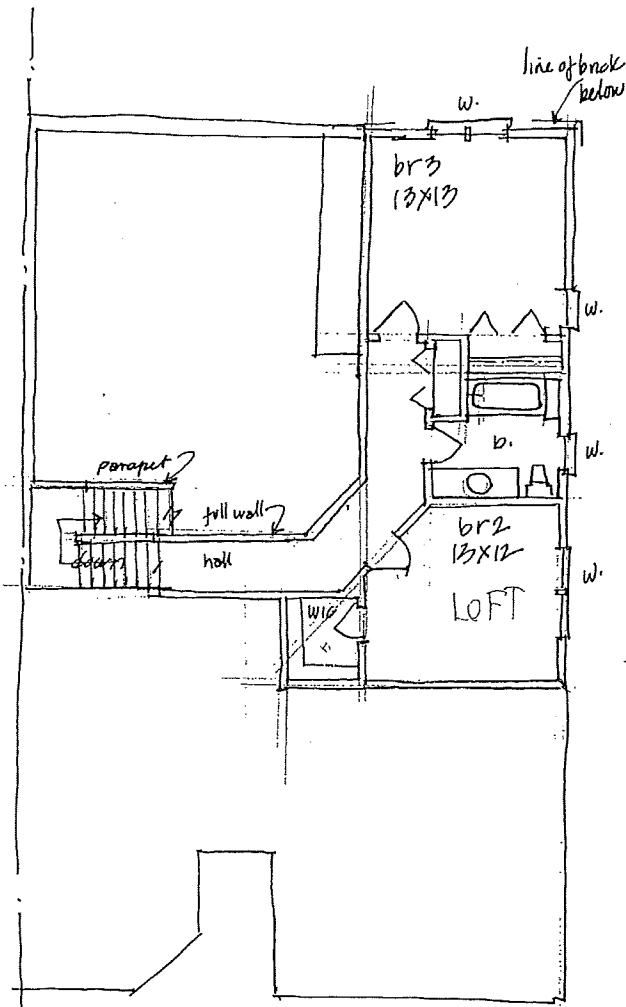
SINGLE ENTRY



SITE CONCEPT 1" = 50'
 PROPOSED P.O.D. (PROX) 8.10.16
 FARMINGTON MI.
 SHEER DEVELOPMENT
 (19 UNITS) ± 3.16 AC
 RANCH I 1500 ± 2844/28
 (OPTION FOR UP) + 3-4000 ±
 ALEXANDER V. BOEHEMERS ARCH



Handwritten scribble or signature.



- 1 BR UP OPT. (466 ±)
- 2 BR UP OPT. (694 ±)

SHERR

DUPLEX OPT. 2ND FLOOR

Alexander V. Bogert & Associates Architects



FRONT ELEVATION - DUPLEX

1/8" = 1'-0"

SHERR.

Alexander V. Bogardus + Associates Architects



CONCEPTUAL FRONT ELEVATION 3/16" = 1'-0"

SHERK
ALEXANDER V. BOGAERTS & ASSOCIATES

Alexander V. Bogaerts + Associates, P.C.
Architecture • Planning • Interior Design
2605 Franklin Road
Bloomfield, NJ 07003
201-334-5000

