



REGULAR MEETING AGENDA

1. CALL TO ORDER

Roll Call

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

4. APPROVAL OF ITEMS ON CONSENT AGENDA

- 1. Minutes of the City Council - Special Study Session - Nov 18, 2013 5:30 PM**
- 2. Minutes of the City Council - Regular - Nov 18, 2013 7:00 PM**
- 3. Minutes of the City Council - Joint Meeting of the City Council and DDA Board - Dec 2, 2013 6:30 PM**
- 4. Farmington Monthly Payments Report November 2013**
- 5. Farmington Public Safety Monthly Report November 2013**
- 6. Consideration to Renew Michigan Municipal League Membership**
- 7. Letter from City of Farmington Retirees**
- 8. Board and Committee Reappointment**

5. APPROVAL OF REGULAR AGENDA

6. PRESENTATION/PUBLIC HEARINGS

- 1. Aubrey Perry - Recipient of Dennis Archer Scholarship Fund**
- 2. Special Event Request - Winter Story Time**
- 3. Special Event Request - 2014 Farmington Founders Festival**
- 4. Public Comment - Bright House Cable Television Franchise Renewal**
- 5. 2014 Downtown Development Authority Work Plan**

7. UNFINISHED BUSINESS**8. NEW BUSINESS**

- 1. Consideration to Adopt Resolution Approving the 2014 DDA Community Events Calendar, Temporary Liquor License Applications, Street Closures and Sidewalk Shopping Dates**
- 2. Consideration to Approve Amendment No. 2 to Water Services Contract Between the City of Farmington and City of Detroit**
- 3. Consideration to Approve Construction Estimate #7 for the 2013 Streetscape & Utilities Improvements and Change Order #4**
- 4. Consideration to Approve Construction Estimate #6 (Final) for Drakehire Center Improvements Project**
- 5. Consideration to Approve Civic Theater Rental Agreement with Third New Hope Baptist Church**
- 6. Consideration to Approve Farmington Farmers and Artisans Market General Manager Agreement**
- 7. Consideration to Extend Purchase Agreement with Cypress Partners for Purchase of Old Courthouse Property**

9. DEPARTMENT HEAD COMMENTS**10. COUNCIL COMMENT****11. ADJOURNMENT**



Special Study Session City Council Meeting
5:30 PM, MONDAY, NOVEMBER 18, 2013
Conference Room A
Farmington City Hall
23600 Liberty St
Farmington, MI 48335

DRAFT

SPECIAL STUDY SESSION MEETING MINUTES

A Special Study Session meeting of the Farmington City Council was held on November 18, 2013, in Conference Room A, Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 5:30 PM by Mayor William Galvin.

1. ROLL CALL

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

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

No public comment was heard.

4. PRESENTATION-FISCAL YEAR 2012-13 FINANCIAL REPORT, PLANTE & MORAN

Fiscal Year 2012-13 Financial Report

Plante & Moran Representatives Present: Dave Helisek, Kari Shea, Justin Kolbow

Dave Helisek, along with team members, Kari Shea and Jason Kolbow, presented the results of the Farmington audit for year ended June 30, 2013.

Minutes Acceptance: Minutes of Nov 18, 2013 5:30 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

Helisek advised Plante & Moran once again was able to give the City's financial statements an unqualified opinion which is the highest level of assurance that can be given. He stated that means the statements as presented fairly reflect the financial position of the City as of June 30, 2013.

Shea provided an audit presentation covering General Fund revenues and expenses, revenues and expenses by governmental activities, Water and Sewer Fund cash flows, and Theater Fund.

Discussion followed regarding the requirements of the EVIP program and the application of statutory revenue sharing.

Discussion continued regarding the elimination of personal property tax and replacement revenue.

Responding to a question from Schneemann, Helisek stated there has never been any issues with the City's financial accounting control system. He stated there have been only limited suggestions in terms of best practices.

Mayor Galvin congratulated Pastue, Weber and Norguard for a successful audit.

Mayor Galvin pointed out the City has had only three millage increases since 1991. He stated the difference in millage rates between Farmington and Farmington Hills has shrunk over that same time frame. This shows a lot of stability and makes Farmington more competitive. He spoke about a resolution recently adopted offering economic incentives.

5. HISTORIC DISTRICT REGULATIONS

Historic Commission members present: Jim Atkinson, Sharon Bernath, Jennifer Stacey and Marilyn Weimer.

Pastue reviewed the intent of a certified Historic District and the reasons for unsuccessful attempts in the past to establish one in Farmington.

Pastue recommended the City move forward in establishing a certified district, but with modifications to the review process as established by the Michigan State Historic Preservation Office (SHPO).

Pastue reviewed the next steps in establishing a modified certified district.

Scott expressed support for a modified approach. He suggested reviewing the SHPO guidelines and determine what the City does not want to include in establishing its own guidelines. He stated the City should take a more practical approach in the review process that allows more freedom.

Responding to a question from McShane, Pastue confirmed that in a modified approach there would be a binding review process along with an opportunity for local appeal.

Responding to an additional question from McShane, Pastue advised the review board would be separate from the Historical Commission.

McShane expressed support for moving ahead with the study committee. She stated a certified district can only help the community and increase property values. She stated the modified approach is a good compromise.

Cowley expressed concern regarding limiting owners of historic homes from making improvements to their homes. He does not want to deter families from moving into Farmington and the possible loss of revenue due to restrictions under a certified district.

Discussion followed regarding changes that have been made to Farmington historic homes that would not have been allowed under SHPO guidelines.

Discussion continued regarding the current review process of plans for proposed changes to historic homes by the Historic Commission.

Jim Atkinson pointed out the futility of having an Historic District if owners are allowed to make any changes they deem necessary.

Sharon Bernath noted that people moving into a certified Historic District know in advance the limitations on home improvements.

Jennifer Stacey pointed out people buy 150 year old historic homes for a reason and they understand the need to maintain the integrity of the homes. She noted the success of nearby communities that have certified districts.

Marilyn Weimer discussed the current review process which is convoluted and can be confusing. She stated a review board would streamline the process.

Bernath did not believe the review board would be making huge demands on homeowners.

Schneemann noted the renovations to his historic home did not meet SHPO guidelines, however, his home looks better now than when purchased.

Schneemann also noted that when the study committee was proposed in October the Mayor made a clear statement that approval of the committee would send a message to the Historic Commission that Council is essentially approving a certified historic district.

Schneemann recommended bringing in an outside auditor to look at what properties are contributing and non-contributing. He stated it is critical to have buy-in from owners of historic homes.

Schneemann noted there is a lot of misunderstanding regarding a certified district. He recommended developing a clear direction for the district and then bring

property owners into the process.

Mayor Galvin pointed out it was prudent in October to postpone a vote on an historic district committee until the new council was in place.

Weimer commented the Historical Commission has one voice as shown in their position statement that clarifies their goals of a certified historic district.

McShane noted Council has known about this proposed certified district for quite awhile now. She stated Councilmembers need to do their due diligence in terms of getting to know proposed committee members and getting questions answered from the Historical Commission. She stated it is unfair to keep putting off the Commission on this issue. She emphasized they need an answer one way or the other.

Due to the need to start the regular meeting, Mayor Galvin called for a motion to recess the special meeting until after the regular meeting.

Motion to recess the meeting until after the regular meeting.

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

The meeting recessed at 7:04 p.m.

Motion to resume the special meeting.

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

The meeting resumed at 8:21 p.m.

Schneemann pointed out the current review process is working the way it was intended. He asked how the process and changes under a certified district would have been different than what was done in the last 5-10 years.

Stacey stated currently the Historical Commission makes every effort to be conciliatory with homeowners in proposed changes to their homes. She recognized the SHPO standards have not always been adhered to as stringently as they should have been. She cited an example this past summer where changes to a home were approved, but would not have met the SHPO standards.

Stacey noted that by the time homeowners come to the commission with their plans they have already put time and effort into their project. She would like to see the review done earlier in the process so owners understand what is historically appropriate for their homes.

Scott asked how true to the historical period of a home does the commission want to stay. He questioned whether the commission really wants a true certified district.

Pastue stated it is important to determine the scope of the regulatory review. He noted it will take some time and thought to develop a regulatory process as well as a supporting educational plan.

Mayor Galvin suggested holding a meeting for the benefit of the public regarding the proposed district.

Stacey expressed frustration regarding Council's continued delay in moving this process forward. She noted that during her interview for an appointment on the commission, Council expressed support for a certified district. She stated she has worked hard to move this process forward and had to overcome some of the apprehension of commission members given unsuccessful attempts in the past.

Stacey commented the commission understands a significant amount education will be needed.

Cowley stated as part of the educational process the committee will need to respond to the fears of homeowners. He would like majority support from homeowners for a certified district before it can be approved.

Weimer expressed concern that this process is being referred to as a neighborhood initiative. She stated this is not a neighborhood initiative, but rather the historic district is a crown jewel of the community and is a responsibility of the city to protect. There is an ordinance in place that provides some limitations, but nothing that protects the historical integrity of the homes. If they are gone, they're gone. If they are significantly altered there is no recourse.

Weimer stated every surrounding community with significant historic homes has a binding review in place. She stated Farmington is the anomaly.

McShane stated a meeting to educate the public would be an excellent idea. She noted this would be a solid first step that might get the ball rolling in order to go onto the next steps in the process.

Discussion followed regarding the timing and publicizing of the meeting.

Cowley suggested picking a model ordinance that might apply to Farmington.

McShane suggested Council meet with the commission after the public meeting to review their findings.

6. OTHER BUSINESS

No other business was heard.

7. COUNCIL COMMENT

Schneemann emphasized the importance of retaining the integrity and character of the historic district. He stated that even though he has a lot of questions and is skeptical of some aspects of the SHPO guidelines, a lot of it is rooted in a lack of understanding.

Schneemann hopes the Council deliberations and desire to have broader community involvement does not discourage the commission from continuing to engage. He believes what they are doing is very important to the community.

Scott expressed his concern that any ambiguity is removed from a certified historic district ordinance.

Cowley stated he is not against a certified historic district. He would like to see more of a carrot than a stick approach. He would like to involve the community in the process.

Mayor Galvin thanked the volunteers for their efforts.

8. ADJOURNMENT

Motion to adjourn the meeting.

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

The meeting adjourned at 8:55 p.m.

Mayor William Galvin

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Nov 18, 2013 5:30 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)



**Regular City Council Meeting
7:00 PM, MONDAY, NOVEMBER 18, 2013
City Council Chambers
23600 Liberty Street
Farmington, MI 48335**

DRAFT

REGULAR MEETING MINUTES

A Regular meeting of the Farmington City Council was held on November 18, 2013, in City Council Chambers, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

1. CALL TO ORDER

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

City Administration Present

- Superintendent Eudy
- City Clerk Halberstadt
- City Manager Pastue
- Attorney Schultz
- Director Schulz
- Treasurer Weber

2. PLEDGE OF ALLEGIANCE

Councilmember Scott led the Pledge of Allegiance.

3. PUBLIC COMMENT

Tom Wilkinson, Boardmember of the Farmington YMCA, was present to provide an update on upcoming events and ongoing activities.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

Minutes Acceptance: Minutes of Nov 18, 2013 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

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

1. **Minutes of the City Council - Special Study Session - Oct 21, 2013 6:00 PM**
2. **Minutes of the City Council - Regular - Oct 21, 2013 7:00 PM**
3. **Minutes of the City Council - Special - Nov 11, 2013 7:00 PM**
4. **Farmington Monthly Payments Report October 2013**
5. **Farmington Financial Report Quarter Ended September 30, 2013**
6. **Farmington Investment Report Quarter Ended September 30, 2013**
7. **47Th District Court Financial Report Quarter Ended September 30, 2013**
8. **Farmington Public Safety Monthly Report**

5. APPROVAL OF REGULAR AGENDA

Administration requested removal of Agenda Item 6-2, Special Event Request - Walk to End Blindness, due to a scheduling conflict on the date requested for the event.

Motion to approve the agenda as amended removing Item 6-2, Special Event Request - Walk to End Blindness.

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

6. PRESENTATION/PUBLIC HEARINGS

1. Masonic Lodge #151 and Ice Rink-Hal Groat and Steven Winters

Hal Groat and Steven winters, representing the Masonic Lodge, presented the City with a \$1000 donation to the Riley Park Ice Rink.

2. Special Event Request for LifeTime Fitness, Inc/Commitment 5K

City Administration reviewed special event request from Lifetime Fitness to host a 5K fun run in downtown Farmington on January 1, 2014.

Jim Jackson of Lifetime Fitness was present to discuss the event and answer

questions.

Motion to approve a special event request from Lifetime Fitness, Inc. to hold a 5K fun run on Grand River in downtown Farmington on January 1, 2014, from 9:30 a.m.-12:00 p.m.; further the City Council holds the State of Michigan Department of Transportation harmless from any liability that may result from the closing of Grand River and authorizes the Public Safety Department to file for the permit with MDOT for the closing of Grand River Avenue.

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

3. Public Hearing-2014 Program Year Community Block Grant Application

Pastue reviewed use of funds under the CDBG program.

Mayor Galvin requested a motion to open the public hearing.

4. Motion to open the public hearing to receive comment on the 2014 Program Year Community Block Grant application.

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

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

5. Motion to close the public hearing.

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

7. UNFINISHED BUSINESS

1. Consideration to Approve Program Year 2014 Community Development Block Grant Application

Motion to adopt a resolution approving the Program Year 2014 Community Development Block Grant application. [SEE ATTACHED RESOLUTION] CMR 11-13-057

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

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

2. Consideration to Adopt Ordinance #C-774-2013 Amending Regulations Dealing with Animals

Motion to adopt Ordinance C-774-2013 which deletes Chapter 5 of the City Code in its entirety and re-enacts certain provisions in Chapter 20, Offenses. [SEE ATTACHED ORDINANCE].

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

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

8. NEW BUSINESS

1. Consideration to Approve Construction Estimate #6 for the 2013 Streetscape & Utilities Improvements

Responding to a question from Cowley, Pastue advised 2-3 payments to the contractor remain that will cover the cost of asphalt and restoration. The final payment will likely be made in the Spring.

Responding to a question from Scott, Pastue stated the project is approximately 70% completed.

Scott questioned if there has been any quality issues.

Pastue responded there were certain things that had to be redone at the contractor's expense. He stated they will continue to monitor the project and will determine if anything needs to be redone in the Spring.

Schneemann asked about costs associated with items such as seeding, sodding, etc. that are in addition to the retainage.

Pastue stated the additional cost of seeding or sodding will be approximately \$2k.

Schneemann questioned the sufficiency of the retainage.

Pastue responded in addition to the retainage, the bond is the backstop for any future repairs. He noted the mast arms will go up later in the week.

Motion to approve construction estimate #6 and issue payment to Warren Contractors in the amount of \$244,212.49 for work completed on the Grove Street and Warner/Oakland projects.

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

2. Consideration to Adopt Resolution Approving 2014 City Council Meeting Dates

Pastue recommended moving the March regular meeting from the 17th to the 24th due to the St. Patrick holiday.

McShane advised she would not be able to attend a March 24th meeting.

Motion to adopt a resolution establishing the 2014 City Council meeting dates as amended; moving the March regular meeting date from the 17th to the 24th. [SEE ATTACHED RESOLUTION]. CMR 11-13-058

RESULT:	ADOPTED [4 TO 1]
MOVER:	Greg Cowley, JoAnne McShane
SECONDER:	Jeff Scott, Councilmember
AYES:	Greg Cowley, William Galvin, Steve Schneemann, Jeff Scott
NAYS:	JoAnne McShane

3. Consideration to Adopt Information Systems Policies

Responding to a question from Galvin, Pastue stated employees have not been formally trained in the use of city email, however, in-service training will be done regarding the new policy.

Responding to a question from Scott, Pastue stated Farmington will adopt the Farmington Hills policy by reference with a few modifications.

Responding to a question from Cowley, Pastue advised the City's use of Farmington Hills IT services will not result in savings, however, they will provide more reliable service than experienced in the past.

Motion to adopt by reference the Information Systems Policy established by the City of Farmington Hills dated February 10, 2010. [SEE ATTACHED POLICY].

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

4. Board and Committee Appointments

Administration reviewed Boards and Committee members up for re-appointment in December.

Motion to re-appoint Alton Bennett, Arnold Campbell, and Michael Wiggins to the Charter Review Committee for 1-year terms ending December 31, 2014; Larry Davis to the Board of Review for a 3-year term ending December 31, 2016; and reappoint Joseph Dompierre to the Board of Zoning Appeals for a 3-year term ending December 31, 2016.

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

9. DEPARTMENT HEAD COMMENTS

Treasurer Weber discussed the results of the annual audit and the upcoming winter tax bills.

Director Schulz thanked the SWOCC staff for their assistance in putting together a holiday safety video scheduled to run after Thanksgiving. He discussed the procedure for snow emergencies.

Superintendent Eudy welcomed recently elected Councilmember Scott and offered him a tour of the DPW facilities. He discussed residential plowing; completion of the water replacement program in Floral Park; progress on the Riley Park Ice Rink; ongoing negotiations on the water and sewer contract; status of leaf program; five members of the DPW staff have tested for the licensing of water distribution; and proper use of a snow blower.

Clerk Halberstadt announced upcoming Warner Mansion events including Holiday Tables and annual Christmas Tree lighting.

Pastue provided an update on the status of the Riley Park ice skating rink.

10. COUNCIL COMMENT

McShane requested SMART provide an update to Council. She would like to know if they have lived up to the standards they were given by the City. She stated it is important for the new councilmembers to be brought up-to-date regarding SMART.

McShane noted it was reported in the September 23rd Crains issue that Detroit may use hundreds of millions of dollars earmarked for upgrades to the water and sewer system for payment of their debt. She expressed concern regarding future rates if money is not available for upgrades.

Pastue advised he along with the City Attorney and Farmington Hills representatives met with the Oakland County Water Resources Commissioner regarding this issue. He stated it is a complicated matter given Detroit's bankruptcy.

Cowley congratulated Mayor Galvin for surviving his first council meeting and Councilmember Scott for his election to Council. He announced the Snow Ball will be held on January 16th at his restaurant.

Galvin spoke about the Ice Rink Committee that has been meeting every week. He thanked the committee members for their service. He stated if others would like to get involved they can contact the DDA.

Galvin discussed two upcoming fundraisers for the ice rink including: holiday cards sold by the committee and the Snow Ball. He recognized the \$1000 donation from the Masonic Lodge and a donation of dasher boards by Total Sports.

11.ADJOURNMENT

Motion to adjourn the meeting.

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

The meeting adjourned at 8:09 p.m.

Mayor William Galvin

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Nov 18, 2013 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)



Joint Meeting of the City Council and DDA Board
6:30 PM, MONDAY, DECEMBER 2, 2013
City Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

JOINT MEETING OF THE CITY COUNCIL AND DDA BOARD

A Joint Meeting of the City Council and DDA Board was held on December 2, 2013, in City Council Chambers, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:34 PM by Mayor William Galvin.

1. CALL TO ORDER - MAYOR GALVIN

2. ROLL CALL

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

City Administration Present

Director Christiansen
 City Manager Pastue
 Attorney Schultz
 Treasurer Weber
 Deputy Clerk Wendel

DDA Board Members Present

President Melissa Andrade
 Vice President Dan Higgins
 Les Key
 Sean Murphy

DDA Board Members Absent

Valerie Greer
 Annette Knowles

3. PUBLIC COMMENT

No public comment was heard.

Minutes Acceptance: Minutes of Dec 2, 2013 6:30 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

4. CLOSED SESSION - LAND ACQUISITION

Motion to enter closed session to discuss land acquisition.

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

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

The DDA Board member votes were taken in the following order: Andrade, Galvin, Higgins, Key, Murphy.

Council entered closed session at 6:50 p.m.

Motion to exit closed session.

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

Council exited closed session at 8:50 PM.

5. COUNCIL AND DDA COMMENT

Scott congratulated Annette Knowles and Kevin Christiansen on getting past stumbling blocks and moving forward with the Farmington Road projects. He shared his conversation with Pastue regarding the importance of getting everyone on board in order to move future projects forward.

Higgins shared his concern regarding the failure of the school bond proposals and the impact on economic development.

Responding to a question by Dan Higgins, Pastue concurred the city doesn't want to lose Farmington families due to a perception that Farmington schools would no longer meet their children's educational needs.

Cowley shared concerns expressed by his restaurant patrons and downtown business owners regarding past and future road construction projects.

Pastue noted he was thankful there are no construction projects planned for the year 2014. He is hopeful there will be more contractors back on the market bidding on the city's proposed 2015 projects.

McShane shared her concerns regarding the Downtown Development Authority

(DDA). She recently visited several downtown businesses to recruit new DDA Board members. She approached a prominent business owner regarding becoming a DDA Board member. The owner expressed concern regarding the direction and purpose of the DDA. It was pointed out that the DDA has been diminished and since Vince Pastue and Annette Knowles have taken it over there was confusion on what they do or what they stand for. The owner declined to serve right now.

McShane then inquired how these questions might be addressed in the future. Whether it be with some statements, or something that goes out in a newsletter educating people as to the goals of the DDA and how this transition will affect the City. She hopes it will be a positive affect.

Pastue stated there is some validity in the confusion felt by Farmington business owners and residents regarding the reorganization. He stated the city has a great opportunity after all the pieces are in place. He advised Christiansen and Knowles will take advantage of the window of opportunity for the city's redevelopment.

Andrade concurred with McShane stating questions regarding the reorganization should be addressed.

Higgins stated the DDA has an opportunity to reposition themselves, refocus on their mission, and implement the Main St. Program at the grass roots and volunteer level.

Cowley referred to an MSU article that indicated the Main Street Program specifically has affected infill housing in the towns of Niles, Howell, Claire, Boyne City and Iron Mountain. He stated it is a Main Street solution. He loves that Pastue is driving the program and partnering with the DDA so that everyone is on the same page.

Andrade invited Council and city residents to take part in Holly Days, Saturday December 7th, 10:00 AM - 4:00 PM.

Galvin stated (3) three business owners are needed as members of the DDA Board, the resident quota has been filled. He noted recruitment of perspective members is a priority.

6. ADJOURNMENT

Motion to adjourn the meeting

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

The meeting adjourned at 9:00 PM.

Minutes Acceptance: Minutes of Dec 2, 2013 6:30 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

Mayor William Galvin

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Dec 2, 2013 6:30 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

**Farmington City Council
Staff Report****Council Meeting Date:**
December 16, 2013**Reference
Number
(ID # 1425)****Submitted by:** Vincent Pastue, City Manager**Description:** Farmington Monthly Payments Report November 2013**Requested Action:****Background:****Agenda Review****Review:**

Vincent Pastue Pending

City Manager Pending

City Council Pending

MONTH OF NOVEMBER 2013

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 369,477.84
202	MAJOR STREET FUND	\$ 29,600.50
203	LOCAL STREET FUND	\$ 56,387.86
204	MUNICIPAL ST. FUND	\$ 156,935.81
244	CORRIDOR IMPROVEMENT AUTHORITY	\$ 269.50
247	CAPITAL IMPROVEMENT FUND	\$ 25,200.00
410	GROVE STREET CP FUND	\$ 69,441.58
592	WATER & SEWER FUND	\$ 185,409.65
595	FARMINGTON COMMUNITY THEATER FUND	\$ 23,787.04
640	DPW EQUIPMENT REVOLVING FUND	\$ 49,311.25
701	AGENCY FUND	\$ 93,006.60
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 54,570.78
	TOTAL CITY PAYMENTS ISSUED:	\$ 1,113,398.41
136	47TH DISTRICT COURT FUND	\$ 136,285.39
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 58,641.14
296	SWOCC FUND	\$ 28,345.78
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 223,272.31
	TOTAL PAYMENTS ISSUED	\$ 1,336,670.72

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT**MONTH OF NOVEMBER 2013**

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #10	15,795.23
Agency Tax	Oakland County	Tax Payment #10	27,577.29
Agency Tax	Farmington Comm. Library	Tax Payment #10	1,753.68
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	193,059.33
General Fund	Federal Gov't	W/H & FICA Payroll	70,766.62
General Fund	MERS	October Transfer	33,421.27
	TOTAL CITY ACH TRANSFERS		342,373.42
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	84,596.67
Court Fund	Federal Gov't	W/H & FICA Payroll	30,619.79
SWOCC Fund	Chase (Disbursing Acct)	Dir.Dep. Pay & W/H & FICA	25,622.08
DDA Fund	Included in General Fund Transfers		
	TOTAL OTHER ENTITIES ACH TRANSFERS		140,838.54

**Farmington City Council
Staff Report****Council Meeting Date:**
December 16, 2013**Reference
Number
(ID # 1426)****Submitted by:** Vincent Pastue, City Manager**Description:** Farmington Public Safety Monthly Report November 2013**Requested Action:****Background:****Agenda Review****Review:**

Vincent Pastue Pending

City Manager Pending

City Council Pending



MONTHLY REPORT NOVEMBER 2013

OPERATING WHILE INTOXICATED

On November 1st an officer stopped a vehicle near Grand River and Hawthorne for speeding and improper lane use. The officer noted the odor of alcohol coming from the driver/vehicle upon speaking to the driver. The driver admitted to having one beer. The driver failed field sobriety tests and was given a PBT with a result of .13. The driver was arrested for Operating While Intoxicated (OWI) and the vehicle was impounded. The driver submitted to a breath test at the station with a BAC of .15. The driver was cited for OWI and housed until sober and receipt of bond money.

DRIVING WHILE LICENSE SUSPENDED

On November 2nd, at 8:53 p.m., an officer made a traffic stop on a vehicle for improper lane use. The driver of the vehicle had a suspended license and numerous warrants from other police departments. The driver was transported to this department where he was processed and lodged to await arraignment or the arrival of bond.

APARTMENT FIRE

On November 4th officers were dispatched to Valley View Condominiums (32050 Grand River) on an apartment fire. Upon arrival officers learned a careless smoker's cigarette had caused his apartment den to ignite. The small fire was extinguished utilizing a light water extinguisher and the apartment was ventilated.

LARCENY OF A BICYCLE

On November 4th, at approximately 6:15 p.m., a man came into the public safety department to report that he had parked his bicycle at the Farmington Public Library at approximately 3:50 p.m. and when he returned at approximately 6:00 p.m. the bicycle was missing. The bicycle was not secured by a locking mechanism when parked at the library. The man does not know who stole his bicycle.

MISCELLANEOUS OUTDOOR FIRE

On November 6th officers responded to the sled hill near 32500 Shiawassee on reports of flames showing. Upon arrival officers observed hay bales on fire. The fire was extinguished via the apparatus. The fire is currently under investigation.

PERSONAL INJURY ACCIDENT

On November 6th, at 12:37 p.m., officers responded to Nine Mile east of Farmington

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Road for the report of a one car accident versus a utility pole where the driver did not appear to be moving. Upon arrival the driver was injured but alert and oriented. Officers provided medical care until the arrival of CEMS who then transported the driver to the hospital. Detroit Edison was contacted to replace the pole which had been broken at the base as result of the impact.

CIVIL STANDBY

On November 6th, at 1:30 p.m., officers responded to Brookdale Condominiums for the report of a dispute between a vehicle owner and a repossession man. Upon arrival officers mediated the issue and the vehicle was repossessed.

SUSPICIOUS CIRCUMSTANCE

On November 6th, at approximately 6:14 p.m., dispatch received a phone call from an anonymous female that there was a fight at the library. Officers responded to the location and learned that everything was normal. Farmington Hills officers also responded to the main library on Twelve Mile Road and found no evidence of a fight at that location.

OPERATING WHILE INTOXICATED

On November 7th an officer stopped a vehicle on Grand River near Halsted for running a red light. The officer detected an odor of burnt Marijuana coming from the vehicle. A vehicle search was conducted with negative results. Upon questioning the driver regarding the odor of Marijuana, the officer detected an odor of intoxicants on the driver's breath. The driver admitted to consuming shots of alcohol. The driver failed field sobriety tests with a PBT of .08(5). The driver was arrested for Operating While Intoxicated (OWI) and the vehicle was impounded. The driver vomited at the station so a blood test was requested. CEMS was contacted and a voluntary blood draw completed. A search of the driver in booking yielded two small baggies of Marijuana. The officer confiscated the Marijuana. The officer issued the driver a citation for OWI and Possession of Marijuana. The driver was housed pending arraignment.

SOLICITOR COMPLAINT

On November 9th, at 2:36 p.m., officers responded to the area of Oakland and Drake for the report of a solicitor going door to door. Upon arrival the reporting person advised that the man had walked around the corner. Officers located the Weathergard Windows employee on Drake Heights and made contact with him. When it was learned that he did not have a permit to solicit, a citation was issued.

OPERATING WHILE INTOXICATED

On November 10th Farmington Hills dispatch broadcasted a BOL for a vehicle driven by an intoxicated Indian male leaving the Grand Tavern located at Grand River and Drake Road. An officer observed the vehicle eastbound on Grand River near Farmington Road. The officer stopped the vehicle on Grand River and Orchard Lake for improper lane use. The officer detected an odor of intoxicants coming from the vehicle. The driver admitted to consuming alcohol at the Grand Tavern. The driver failed field sobriety tests with a PBT of .13. The driver was arrested for Operating While

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Intoxicated (OWI) and the vehicle was impounded. The driver submitted to a breath test at the station with a result of .14. The driver was cited for OWI and housed until sober and receipt of bond money.

LARCENY OF A CELL PHONE

On November 10th, at approximately 5:50 p.m., officers were dispatched to the area of Grand River and Brookdale for a report of a stolen cell phone. Upon arrival officers met with the reporting person who advised that his son had lost his Iphone at the Zap Zone the previous night. The following morning the man activated the "find my Iphone" application on his cell phone and noticed that the phone was indicating that it was still at the Zap Zone. The man, his son, and Zap Zone employees searched the business for the phone, but could not locate it. Several hours later the man checked the "find my Iphone" application and noticed that the phone had moved to a residence on Brookdale Street. The man contacted police in order to retrieve his son's cell phone. Officers went to the Brookdale residence and spoke with an eighteen year old resident who advised that he works at the Zap Zone. Officers inquired about the missing cell phone and the eighteen year old male denied taking it. Officers pointed out that the phone's GPS is indicating that it is in the house. The eighteen year old finally admitted that he did take the phone and retrieved it from his home. The phone was returned to the owner. The owner decided to not press charges against the eighteen year old male as long as his employer was notified of the theft. The eighteen year old contacted his employer and advised the manager on duty of the incident. The manager suspended the eighteen year old pending further investigation by the company.

OPERATING WHILE INTOXICATED

On November 13th an officer stopped a vehicle on westbound M-5 near Halsted Road for speeding and improper lane use. The officer detected an odor of intoxicants coming from the interior of the vehicle. The driver admitted to having a few beers at the Red Wings game. The driver failed field sobriety tests with a PBT of .12. The driver was arrested for Operating While Intoxicated (OWI) and the vehicle was impounded. The driver submitted to a breath test at the station with a result of .15. The driver was cited of OWI. The driver was housed pending sobriety and receipt of bond money.

POSSESSION OF MARIJUANA

On November 13th an officer assisted another on an Operating While Intoxicated arrest on M-5 and Halsted. The vehicle was impounded. During the inventory search of the vehicle, the officer located Marijuana in the passenger visor. The officer confiscated the Marijuana. The passenger of the vehicle admitted to possessing the Marijuana. The passenger was arrested for Possession of Marijuana and was processed. The passenger was cited for Possession of Marijuana and released on bond.

TRESPASS COMPLAINT

On November 13th a dayshift officer was dispatched to Starbucks (33195 Grand River) for the report of a suspicious/disorderly person. Starbuck's management advised that the male subject has been in the business before and caused problems with customers and they wanted him advised not to return to Starbucks. The male subject left the

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scene prior to arrival of officers, but was located walking southbound on Farmington Road. The male subject was advised not to return to Starbucks or he would be cited arrested for trespassing. The subject agreed not to return to Starbucks and advised officers that he had also been banned from the Harley Davison dealership in Farmington Hills for similar problems.

CITIZEN ASSIST

On November 13th an officer responded to LOC Credit Union to assist a motorist who was unable to get their car started. Upon arrival the motorist was given a ride to their place of employment in downtown Farmington. The motorist stated they would arrange to pick up their car later in the day.

CIVIL COMPLAINT

On November 13th a resident came into the front desk of the station to file a report regarding a vehicle taken without permission. The resident stated that his mother, whom he has durable power of attorney over, suffers from Dementia. The resident stated that his brother took his mother's car without permission and refused to return it. The resident was advised to send a certified letter to his brother advising him to return the vehicle or face possible criminal actions.

LARCENY FROM VEHICLE

On November 15th an officer was dispatched to Valley View Condominiums on a report of a larceny from a vehicle. Upon arrival the owner stated that he parked his vehicle the night prior for approximately ten minutes to go to his condominium unit. The owner stated he locked his vehicle prior to leaving same and when he returned ten minutes later, he noticed his backpack missing from the front passenger seat of the vehicle. There was no damage to the vehicle noticed. The backpack contained an Apple I-Phone 5s and a Seagate computer hard-drive. No one was seen in the area at the time and no suspects at this time.

MINOR IN POSSESSION

On November 16th an officer stopped a vehicle for speeding on Farmington Road and Eight Mile. All four occupants were under the age of twenty-one. The officer detected an odor of intoxicants coming from the vehicle. The officer learned the two rear passengers had consumed alcohol at a friend's party. Both rear passengers submitted to a PBT with results of .06 and .15. Both subjects were issued Minor in Possession citations and released. The driver had not been drinking.

CREDIT CARD FRAUD

On November 16th a citizen came to the front desk of the station to file a fraudulent use of a credit card complaint. The citizen stated that on October 31st someone used his PNC bank ATM debit card number to make a purchase at an Advanced Auto Parts store in Atlanta Beach Florida. The citizen stated he was still in possession of his ATM card and only uses it at two locations in the area. The case was forwarded to the detective bureau for further investigation.

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LARCENY IN A BUILDING

On November 16th an afternoon shift officer was dispatched to Zap Zone (31506 Grand River) for the report of a Larceny. A female had left her purse and wallet unattended in an unlocked locker. An unknown person removed between \$50 and \$70 from her wallet. At this time there are no suspects.

WEATHER RELATED INCIDENTS

On November 17th the afternoon shift responded to twelve calls for service regarding a severe thunderstorm which knocked out power and downed trees throughout the city. These calls ranged from alarms, wires down, trees down, to requests from citizens needing general assistance.

OPERATING WHILE INTOXICATED

On November 17th an officer stopped a vehicle for failing to stop upon exiting a private drive and improper lane use on Grand River near Halsted. The officer detected an odor of intoxicants coming from the interior of the vehicle. The driver admitted to consuming alcohol at a downtown casino. The driver failed field sobriety tests with a PBT of .12. The driver was arrested for Operating While Intoxicated (OWI). The vehicle was turned over to a sober passenger. The driver submitted to a breath test at the station with a result of .14. The driver was issued a citation for OWI and housed until sober.

BREAKING AND ENTERING

On November 18th, at 2:10 a.m., an officer was conducting a business check in the area of Orchard Lake and Shiawassee during a blackout. The officer discovered an open overhead door in the rear of Belle Tire located at 22843 Orchard Lake Road. The owner was contacted and responded to the scene. It was learned three cash registers were pried open and a total of \$300 stolen along with their trays. There were no signs of forced entry to any business door. It appears strong winds in the area caused the unsecured door to blow open creating an entry/exit for the suspect. Photographs were taken and a BOL sent. The report was forwarded to the detective bureau.

HOUSE FIRE

On November 18th, at approximately 6:34 p.m., officers with Engine 3 responded to a house fire in the 22000 block of Hawthorne Street. The home was unoccupied and the heavy smoke was observed by a passerby who was driving in the area. Officers forced entry into the home and discovered that the kitchen was on fire. Officers contained the fire to the kitchen and were able to extinguish the flames. It was determined that the fire was caused by an electrical short in the stove.

MALICIOUS DESTRUCTION OF PROPERTY/FALSELY PULLING A FIRE ALARM

On November 19th, at approximately 8:07 p.m., officers responded to the Basement Burger Bar for a report of a fire alarm. Upon arrival officers learned from staff inside that the fire alarm had been pulled by an unruly customer as he was leaving the business. Officers noted that the suspect had pulled on the alarm so hard that the handle had snapped, permanently damaging the pull box. The suspect had fled the

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scene prior to officers' arrival. The incident was captured on video and the incident forwarded to the Detective Bureau for further investigation.

OPERATING WHILE INTOXICATED SECOND OFFENSE

On November 20th an officer stopped a vehicle on Orchard Lake Road and Grand River for running a red traffic signal. The officer also noted the vehicle had two flat tires. The officer detected an odor of intoxicants on the driver's breath. The driver denied consuming alcohol. The driver failed field sobriety tests and refused a PBT. The driver was arrested for Operating While Intoxicated (OWI) and the vehicle was impounded. The driver refused a breath test at the station and a blood draw was completed by CEMS. The driver was housed until sober. The driver had a previous OWI conviction out of Novi. The case will be forwarded to the Oakland County Prosecutor's Office upon receipt of the blood results.

SUSPICIOUS CIRCUMSTANCE

On November 20th, at approximately 10:39 p.m., a resident came into the public safety department to report a series of suspicious text messages she had received. The complainant advised that she had received a text message from an unknown phone number. The complainant asked the texter who they were and the texter demanded to know the complainant's name also. When the complainant refused to identify herself, the texter began sending multiple one word text messages. The texter did not answer the phone when the investigating officer called, but a Google search of the texter's name reveals that she is a teenage girl out of Rochester, Michigan.

DROVE WHILE LICENSE SUSPENDED

On November 20th, at approximately 11:07 p.m., an officer stopped a vehicle in the area of Grand River and Halsted for a traffic violation. A subsequent investigation revealed that the driver has a suspended license and a warrant for his arrest. The man was arrested for driving on the suspended license and housed at the Farmington jail.

WIRES DOWN

On November 22nd officers responded to wires down behind a residence at 30875 Nine Mile. Upon arrival officers observed a wooden telephone pole burning and a transformer smoking. Detroit Edison was contacted and arrived on the scene. The scene was turned over to Detroit Edison.

OPERATING WHILE INTOXICATED

On November 23rd an officer stopped a vehicle near Eight Mile and Farmington Road for improper lane use. The officer detected an odor of intoxicants coming from the vehicle. The driver admitted to consuming alcohol at the Grand Tavern in Farmington Hills. The driver failed field sobriety tests with a PBT of .21. The driver was arrested for Operating While Intoxicated (OWI). The driver submitted to a breath test at the station with a BAC of .23. The officer issued an OWI citation to the driver. The driver was housed until sober and receipt of bond money.

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LARCENY COIN MACHINE

On November 24th officers responded to Belaire Plaza on a report of a subject stealing newspapers from the Free Press machine. Information indicates that other similar incidents have occurred. A possible license plate was obtained and the investigation is ongoing.

LARCENY FROM AUTOMOBILE

On November 24th officers took a larceny report at Crossings Church. A wallet and cell phone were stolen from an unlocked car.

DROVE WHILE LICENSE SUSPENDED

On November 24th, at approximately 9:03 p.m., an officer stopped a vehicle in the area of Grand River and Mayfield for speeding. A subsequent investigation revealed that the driver had a suspended driver's license and nine warrants for his arrest out of various jurisdictions. The man was arrested for Drove While License Suspended and was housed at the Farmington jail.

DROVE WHILE LICENSE SUSPENDED

On November 25th, at 1:24 a.m., an officer stopped a vehicle at Farmington and Kirby for not having a license plate. Upon approaching the vehicle, the officer observed a paper plate that was behind a heavily tinted rear window. The driver explained to the officer that he had just purchased the vehicle. A LEIN/SOS check on the driver showed him to have a suspended Michigan driver's license. The driver was arrested and transported back to the department where he was processed and released with a citation.

DROVE WHILE LICENSE SUSPENDED

On November 25th, at 2:13 a.m., an officer stopped a vehicle at Grand River and Farmington Road for driving with their bright lights activated. Upon making contact with the driver she told the officer that she didn't realize that she had been driving with her bright lights on. A LEIN/SOS check showed her to have a suspended driver's license and a warrant out of Westland. The driver was arrested and transported to the department where she was processed and housed awaiting bond money.

MALICIOUS DESTRUCTION OF PROPERTY

On November 25th, at 12:03 p.m., an officer responded to the corner of Grand River and Orchard Lake Road for the anonymous report of the westbound 'No Turn On Red' sign spray painted black. Upon arrival the officer found that sign and a 'No Stopping, Standing, Parking' sign underneath it both painted black making them difficult to read. There are no suspects in this matter.

SUSPICIOUS CIRCUMSTANCE

On November 25th a resident of Drakeshire Apartments came into this department to report that sometime between 7:30 p.m. on the November 24th and noon on November 25th unknown person(s) removed all of the lug nuts from the four tires of his vehicle. No lug nuts were found in the area.

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DROVE WHILE LICENSE SUSPENDED

On November 25th, at approximately 9:14 p.m., an officer stopped a vehicle in the area of Grand River and Drake for following another vehicle too closely (tailgating). Further investigation by the officer revealed that the driver had a suspended driver's license. The woman was arrested and transported to the Farmington jail where she was booked and released with a citation.

NON-SUFFICIENT FUNDS CHECK

On November 26th the owner of Ruby Blu Salon came into this department to advise that a customer had passed a bad check at his business on November 23rd. On November 25th he learned from the credit union that the account had insufficient funds to cover the check. On November 26th he learned from the credit union that the account had been closed. Attempts to contact the suspect via telephone went unanswered. The matter has been turned over to the Detective Bureau.

ASSIST OTHER LAW ENFORCEMENT AGENCY

On November 27th, at approximately 6:43 p.m., Farmington Hills police contacted this department for assistance in locating a mentally ill subject in the area of Grand River and Drake. The man was located at the Muirwood Apartment's complex.

OPERATING WHILE INTOXICATED SECOND OFFENSE

On November 28th, at 2:28 a.m., an officer stopped a vehicle at Grand River and Gill for no tail lights. Upon speaking with the driver, the officer noted the odor of alcohol and asked the driver to perform roadside field sobriety tests. The driver completed the tests and a preliminary breath test (PBT) and failed each. The driver was placed under arrest and transported to the station. At the station the driver submitted to a breath test with a result of .22. The driver was housed until sober and bond was posted.

OPERATING WHILE INTOXICATED

On November 28th, at 2:29 a.m., an officer stopped a vehicle near Grand River and Halstead for an expired plate and speeding. Upon making contact with the driver, the officer smelled the presence of alcohol and the driver admitted to consuming beer. The driver failed field sobriety tests and a preliminary breath test and was placed under arrest. The driver was transported back to the station where he submitted to a breath test with a result of .18. The driver was housed until sober and bond was posted.

OPERATING WHILE INTOXICATED

On November 28th, at 4:19 a.m., an officer stopped a vehicle at Farmington Road and Orchard for an expired plate. Upon speaking to the driver, the officer determined that he had been drinking and was asked to perform roadside field sobriety tests. The driver failed roadside field sobriety tests and a preliminary breath test. The driver was placed under arrest and transported to the station. At the station the driver submitted to a breath test with a result of .13. The driver was housed until sober and bond was posted.

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LARCENY BY FALSE PRETENSES

On November 28th an employee of the BP Gas Station at Grand River and Power Road came into this department to report that on November 26th at 3:00 p.m. a heavysset black male representing himself as an employee of Home Depot sold him a Home Depot gift card worth \$500 for only \$200. When he attempted to use the card he learned that there was no money loaded onto the card. The reporting person has not had any success in locating the suspect who claimed to work at the Home Depot in Novi. The matter has been turned over to the Detective Bureau.

PRIVATE PROPERTY HIT AND RUN ACCIDENT

On November 28th, at approximately 7:41 p.m., an officer was dispatched to the Venus Controls building on Eight Mile Road for a report of a hit and run accident. Upon arrival the officer learned from the complainant that he saw an unknown Ford SUV pull into the Venus Controls parking lot in an attempt to turn around. The vehicle ran into the side of the building, breaking several windows in the process, and then quickly sped away heading east on Eight Mile Road. Officers checked the area to no avail and the building owner was notified of the damage.

ASSIST OTHER LAW ENFORCEMENT AGENCY

On November 29th, at approximately 10:44 p.m., officers responded to the area of Grand River and Halsted for an accident with unknown jurisdiction. In addition, the 'at fault' vehicle had fled the scene and was being followed by a witness. The witness lost sight of the vehicle in the Muirwood Apartment complex. Officers checked the area to no avail. The accident had occurred in Farmington Hills.

PERSONAL INJURY ACCIDENT

On November 30th, at approximately 4:52 p.m., officers responded to a three car accident in the area of Grand River and Maple. Officers quickly offered aid to the injured parties and were able to quickly clear the roadway so that traffic could resume. The injuries in the accident were minor.

Year to Date Through November

Classification	2012	2013	% Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	1	-
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	-
09004 JUSTIFIABLE HOMICIDE	0	0	-
10001 KIDNAPPING/ABDUCTION	0	0	-
10002 PARENTAL KIDNAPPING	0	0	-
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	-
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	2	0	-100.0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	1	0	-100.0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	-
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	-
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	-
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	-
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	3	3	0%
12000 ROBBERY	0	1	-
13001 NONAGGRAVATED ASSAULT	43	37	-14.0%
13002 AGGRAVATED/FELONIOUS ASSAULT	8	7	-12.5%
13003 INTIMIDATION/STALKING	22	13	-40.9%
20000 ARSON	0	1	-
21000 EXTORTION	0	0	-
22001 BURGLARY -FORCED ENTRY	14	25	78.6%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	4	4	0%
23001 LARCENY -POCKETPICKING	0	0	-
23002 LARCENY -PURSESNAATCHING	0	0	-
23003 LARCENY -THEFT FROM BUILDING	42	18	-57.1%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	3	-
23005 LARCENY -THEFT FROM MOTOR VEHICLE	43	20	-53.5%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	4	3	-25.0%
23007 LARCENY -OTHER	22	34	54.5%
24001 MOTOR VEHICLE THEFT	9	3	-66.7%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	1	-
24003 MOTOR VEHICLE FRAUD	0	0	-
25000 FORGERY/COUNTERFEITING	3	3	0%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	3	7	133.3%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	1	13	1200.0%
26003 FRAUD -IMPERSONATION	12	17	41.7%
26004 FRAUD -WELFARE FRAUD	0	0	-
26005 FRAUD -WIRE FRAUD	0	1	-
27000 EMBEZZLEMENT	4	2	-50.0%
28000 STOLEN PROPERTY	5	3	-40.0%
29000 DAMAGE TO PROPERTY	33	24	-27.3%
30001 RETAIL FRAUD -MISREPRESENTATION	1	3	200.0%

Year to Date Through November

Classification	2012	2013	% Change
30002 RETAIL FRAUD -THEFT	8	5	-37.5%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	-
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	45	43	-4.4%
35002 NARCOTIC EQUIPMENT VIOLATIONS	31	20	-35.5%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	-
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	-
37000 OBSCENITY	1	1	0%
39001 GAMBLING- BETTING/WAGERING	0	0	-
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	-
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	-
39004 GAMBLING -SPORTS TAMPERING	0	0	-
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	-
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTI	1	0	-100.0%
51000 BRIBERY	0	0	-
52001 WEAPONS OFFENSE- CONCEALED	5	6	20.0%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	-
52003 WEAPONS OFFENSE -OTHER	0	2	-
Total for Group A	370	324	-12.4%
01000 SOVEREIGNTY	0	0	-
02000 MILITARY	0	0	-
03000 IMMIGRATION	0	0	-
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	-
14000 ABORTION	0	0	-
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	2	0	-100.0%
22004 POSSESSION OF BURGLARY TOOLS	0	0	-
26006 FRAUD -BAD CHECKS	5	4	-20.0%
36003 PEEPING TOM	0	0	-
36004 SEX OFFENSE -OTHER	3	0	-100.0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	3	2	-33.3%
38002 FAMILY -NONSUPPORT	0	0	-
38003 FAMILY -OTHER	1	0	-100.0%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	-
41002 LIQUOR VIOLATIONS -OTHER	53	34	-35.8%
42000 DRUNKENNESS	0	0	-
48000 OBSTRUCTING POLICE	8	8	0%
49000 ESCAPE/FLIGHT	0	0	-
50000 OBSTRUCTING JUSTICE	89	21	-76.4%
53001 DISORDERLY CONDUCT	18	13	-27.8%
53002 PUBLIC PEACE -OTHER	13	5	-61.5%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	4	2	-50.0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	112	73	-34.8%

Year to Date Through November

4.5.a

Classification	2012	2013	% Change
55000 HEALTH AND SAFETY	6	5	-16.7%
56000 CIVIL RIGHTS	0	0	-
57001 TRESPASS	23	11	-52.2%
57002 INVASION OF PRIVACY -OTHER	0	0	-
58000 SMUGGLING	0	0	-
59000 ELECTION LAWS	0	0	-
60000 ANTITRUST	0	0	-
61000 TAX/REVENUE	0	0	-
62000 CONSERVATION	1	2	100.0%
63000 VAGRANCY	1	0	-100.0%
70000 JUVENILE RUNAWAY	1	4	300.0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	50	49	-2.0%
75000 SOLICITATION	0	0	-
77000 CONSPIRACY (ALL CRIMES)	0	0	-
Total for Group B	393	233	-40.7%
2800 JUVENILE OFFENSES AND COMPLAINTS	53	62	17.0%
2900 TRAFFIC OFFENSES	210	174	-17.1%
3000 WARRANTS	212	206	-2.8%
3100 TRAFFIC CRASHES	238	297	24.8%
3200 SICK / INJURY COMPLAINT	651	678	4.1%
3300 MISCELLANEOUS COMPLAINTS	1540	1460	-5.2%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	-
3500 NON-CRIMINAL COMPLAINTS	1497	1615	7.9%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	-
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	321	358	11.5%
3800 ANIMAL COMPLAINTS	123	144	17.1%
3900 ALARMS	300	283	-5.7%
Total for Group C	5145	5277	2.6%
2700 LOCAL ORDINANCES - GENERIC	0	0	-
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	7	250.0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	3	1	-66.7%
4200 PARKING CITATIONS	0	4	-
4300 LICENSE / TITLE / REGISTRATION CITATIONS	3	0	-100.0%
4400 WATERCRAFT CITATIONS	0	0	-
4500 MISCELLANEOUS A THROUGH UUUU	706	678	-4.0%
4600 LIQUOR CITATIONS / SUMMONS	0	0	-
4700 COMMERCIAL VEHICLE CITATIONS	0	0	-
4800 LOCAL ORDINANCE WARNINGS	0	0	-
4900 TRAFFIC WARNINGS	0	0	-
Total for Group D	714	690	-3.4%
5000 FIRE CLASSIFICATIONS	135	128	-5.2%

Year to Date Through November

Classification	2012	2013	% Change
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	-
Total for Group E	135	128	-5.2%
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	-
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	-
6200 ARREST ASSIST	0	0	-
6300 CANINE ACTIVITIES	0	0	-
6500 CRIME PREVENTION ACTIVITIES	0	0	-
6600 COURT / WARRANT ACTIVITIES	0	0	-
6700 INVESTIGATIVE ACTIVITIES	0	0	-
Total for Group F	0	0	-
Total for all Groups	6757	6652	-1.6%

**Farmington City Council
Staff Report**
Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1427)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Renew Michigan Municipal League Membership

Requested Action:

Move to authorize payment in the amount of \$4,853.00 to the Michigan Municipal League to continue membership

Background:

Enclosed is an annual membership invoice from the Michigan Municipal League in the amount of \$4,853. The membership for the Michigan Municipal League (MML) begins February 1 and ends the following January 31. The annual membership includes a voluntary assessment to the Legal Defense Fund in the amount of \$441.

The MML continues a number of direct benefits to the City in addition to the unique cooperative association with other cities in the state. The direct benefits include insurance program, training for municipal employees, research services, joint legal action, and representation before the State Legislature and United States Congress. Administration recommends that City Council continue membership in the Michigan Municipal League, including the Legal Defense Fund, and authorize payment of the annual dues in the amount of \$4,853.

Agenda Review
Review:

Vincent Pastue	Pending
City Attorney	Pending
Treasurer	Pending
Historic Commission	Pending
City Manager	Pending
City Council	Pending



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE
MEMBERSHIP RENEWAL INVOICE

2013 - 2014

Farmington

ID: 161

Date: 12/01/2013

Membership Period: 02/01/2014 - 01/31/2015

REMITTANCE
COPY

	<u>Current Balance</u>
* MML Dues	4,412.00
** Legal Defense Fund	441.00
	<u>\$4,853.00</u>

**Total Due by February 01, 2014:
\$4,853.00**

Please sign, date and return one invoice copy with your payment.

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

(Signature)

(Date)

* MML dues include annual subscriptions to *The Review* for your officials at \$12.00 per subscription, which is 50% of the regular subscription rate.

** The Legal Defense Fund is an optional charge. The purpose of the Fund is to provide specialized legal assistance to member municipalities in cases that have significant statewide impact.

See what the League can do for you by visiting www.mml.org



michigan municipal league

Member Benefits at a Glance

Advocacy of Municipal Issues

Legislative Advocacy – expert advocacy and dedicated representation at the state and federal levels on municipal issues
 Legislative Committees – member advisory committees help shape League-wide positions on important matters
 Legislative Link E-Newsletter – a weekly rundown of legislative activity
 Inside 208 Blog – timely conversations on legislative and advocacy issues

Information

Inquiry Service – information and custom research on your municipal questions
 Center for 21st Century Communities (21c3) – tools to better position your community for the 21st century
Directory of Michigan Municipal Officials – annual listing of elected and key appointed city and village officials
The Review – bimonthly magazine geared specifically to the municipal audience
 Wage and Salary Database – searchable database of 143 titles, available to respondents of the annual online survey

Educational Opportunities (*member rates apply*)

Convention and Capital Conference – gain tools to improve your community and receive the latest Lansing updates
 Seminars and workshops – on-site and online training opportunities
 Elected Officials Academy – certification program designed to help elected officials lead in the 21st century

Documents on the League's Website

EVIP Resource Page – guidance on how to qualify for EVIP funding
 E-Books, including: *Handbook for Municipal Officials* and *Handbook for General Law Village Officials*
 One-Pager *Plus* Fact Sheets – easy to read summaries of common municipal topics
 Sample contracts, ordinances, policies, resolutions, and Request for Proposals (RFPs)

Insurance Programs (*premiums apply*)

League Workers' Compensation Fund
 League Liability and Property Pool
 League Sponsored BCBSM Program
 Unemployment Compensation Fund

Savings and Vendor Services

Natural Gas Purchasing Program – a program designed to reduce your gas utility costs
 Telecommunications – cut your telecom costs by partnering with Abilita, a telecommunications consulting leader
 U.S. Communities Government Purchasing Alliance – favorable pricing to various products and services
 Business Alliance Program – vendors who provide services to the municipal market

Additional League Services (*member rates apply*)

CDL Drug and Alcohol Testing Consortium – random testing program in accordance with DOT regulations
 Classified Ads – municipal job openings, as well as items for sale, on the League's website
 Consulting Services – draw on the League's expertise for your management consulting needs
 Executive Search Service – recruit the League to facilitate your executive search process
 Legal Defense Fund (LDF) – legal assistance to LDF member municipalities in cases that have statewide impact

Questions? Contact: Holly Ingram, Finance Department; hingram@mml.org; (800) M-LEAGUE;
 Access the League's website by visiting www.mml.org.

**Farmington City Council
Staff Report**

Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1428)**

Submitted by: Vincent Pastue, City Manager

Description: Letter from City of Farmington Retirees

Requested Action:

Move to accept letter from City of Farmington retirees and direct City Administration to schedule item for discussion at a future study session

Background:

Attached is a letter received from three City of Farmington retirees expressing their concern with changing their previous health coverage to the Blue Cross Medicare Advantage plan. City Administration is recommending that the item be scheduled for discussion at a future Council study session.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

Farmington Administrative Retirees

November 26, 2013

Susan K. Halberstadt, Clerk
Mayor and Members of Farmington City Council
City of Farmington
23600 Liberty Street
Farmington, MI 48335

Re: Retiree Healthcare and Pension Benefits

As the City of Farmington's council and citizens have always treated their employees and retirees with respect and fairness, there has never been a reason to doubt the City's intent to honor its compensation promises. We continue to trust in the City's commitment to its retirees and request that Council review recent changes to retiree healthcare benefits to ensure that the City's commitment is not abridged.

The most recent change to retiree healthcare benefits was to move medicare eligible retirees to a medicare advantage plan. City ordinance establishing the present Retiree Health Care Plan provides that the health care benefit a retiree has at retirement will be continued during retirement and the City Administrative Manual contains the City's written policy on providing healthcare benefits at a stipulated premium funding level based on years of service.

The reduction in benefits for medicare eligible retirees, which took effect on July 1, 2013, reduced the health care benefit of medicare eligible retirees, forcing them to give up their original Medicare Part A and Part B and enroll in a Medicare Advantage Plan or lose their City health care benefit. The ADEA prohibits discrimination in wages and benefits based on age, and court rulings have held that providing different benefits to retirees based on non-medicare versus medicare eligibility is a proxy for treating those retirees differently based on age.

We, on behalf of ourselves and our fellow retirees, ask that you reconsider the recent changes to the healthcare benefit and offer a Medicare Advantage Plan to medicare eligible retirees as an option.

We also request that Council review the pension retiree benefit reserve set aside by the Retirement System Plan Ordinance as the means of providing increases in retirement benefits when and if sufficient reserves became available. It has been some time since the funds set aside for this purpose have been evaluated to determine if there are sufficient reserves to provide an ad hoc cost of living increase in pension benefits. Each year a calculation is made to determine the ongoing value

of the reserve, deducting benefit payments, adding reserve transfers for new retirees, and crediting interest on the reserves, as provided by plan ordinance.

We ask that the City Clerk present this to the City Council for the next meeting agenda and include a copy of this communication in the minutes of the meeting at which it is presented. And, ask that the Board Secretary present it to the Retiree Health Care Board of Trustees at their next meeting.

Thank you for your consideration as this is of great importance to us and to all City of Farmington retirees. We look forward to a response from Council.

Cordially yours,

City of Farmington Retirees,
Robert Deadman
Frank Lauhoff
Patsy Cantrell

Cc: Farmington Retiree Health Care Board of Trustees
Vincent Pasture, City Manager
Christopher Weber, Retiree Healthcare Trust Secretary

**Farmington City Council
Staff Report**

Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1429)**

Submitted by: Vincent Pastue, City Manager

Description: Board and Committee Reappointment

Requested Action:

Move to correct the term of office for Joseph Dompierre on the Zoning Board of Appeals

Background:

At the November 18, 2013 City Council meeting Joseph Dompierre was reappointed to serve on the Zoning Board of Appeals. The term of office presented to council for reappointment was January 1, 2014 through December 31, 2017. All commissioners on the Zoning Board serve three-year terms ending in June, therefore Mr. Dompierre's term of office should be January 1, 2014 through June 30, 2016.

If City council has no objections, administration recommends a corrected reappointment date as indicated above.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

**Farmington City Council
Staff Report**
Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1430)**
Submitted by: Vincent Pastue, City Manager

Description: Aubrey Perry - Recipient of Dennis Archer Scholarship Fund

Requested Action:
Background:

Farmington resident and Farmington High School student Aubrey Perry was a 2013 recipient of the Dennis Archer Scholarship Fund which is administered by the Michigan Municipal League. Ms. Perry was able to attend the National League of Cities (NLC) conference in Seattle, Washington this past November as a result of this scholarship. Ms. Perry will be in attendance; the purpose of this item is to recognize her for this significant achievement and any questions Council may have regarding her NLC experience.

Agenda Review
Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending



October 3, 2013

Aubrey Perry
33011 Tall Oaks
Farmington, MI 48336

Dear Aubrey:

Congratulations! On behalf of the Michigan Municipal League Foundation, I am pleased to inform you that you have been selected as a recipient of the Dennis Archer Scholarship Fund. This entitles you to attend the National League of Cities Congress of Cities and Exposition Conference in Seattle, Washington November 13-16, 2013. As stated in the scholarship guidelines, you are responsible for arranging a chaperone to the conference. The scholarship fund will reimburse you for your travel to and from Seattle, WA, as well as your hotel, food and conference registration. The fund will also reimburse up to \$500 for the expenses of your chaperone. **Please save all receipts and submit them to me for reimbursement when you return from the conference.** Expenses incurred without a receipt will not be reimbursed.

It will be up to you to **make your own** airline and hotel reservations. Attached is the conference registration form, along with the session schedule and answers to frequently asked questions. When completing the online registration form, you should select the Youth Delegate & Youth Chaperone boxes. Hotel choices are also attached.

To learn more about the conference, please visit the National League of Cities website, www.nlc.org; at the bottom, click the middle section entitled "Congress of Cities & Exposition". Please review the website information carefully, so you and your chaperone will know what to expect. The website has the conference schedule (attached); you may attend any workshop you desire. The following time slots are designated specifically for youth delegates.

Thursday, 12:00pm Youth Delegate Orientation
Friday, 12:15pm Youth Delegate Forum
Saturday, 9:00am Youth Wrap-Up

Also on this page you will be able to register online (required). Once registration is completed, you will be directed to the housing website. The housing registration deadline is October 18th. If you have any questions, please contact me directly at 734-669-6370.

Arnold Weinfeld, President of the MML Foundation will be available at the conference to assist you with any matter. His cell phone number is (517) 230-8071. While at the conference, we also request that you attend the Michigan reception.

Again, congratulations!

Deborah Walton-Medley
Deborah Walton-Medley
Director of Financial Operations

*Just a quick note to inform
you of the winner above.
Attached is a copy of
her application & essay.*

Enclosures

C: Tom Buck, Mayor
Susan Halberstadt, City Clerk

A large, stylized handwritten signature in black ink, likely belonging to the sender of the letter.

Deborah Walton-Medley

From: Aubrey Perry <aubreyperry@gmail.com>
Sent: Monday, September 30, 2013 10:48 PM
To: Deborah Walton-Medley; EASON, DEBORAH
Subject: Fwd: Essay to the 2013 MML Foundation (recommendation letter to come from Ms. Eason, high school counselor)
Attachments: aubrey perry Resume.doc

MICHIGAN MUNICIPAL LEAGUE FOUNDATION ESSAY CONTENT (www.mml.org)

IF I WERE MAYOR...BY: AUBREY PERRY, Class of 2014 aubreyperry@gmail.com

There is so much to change in our community. It's easy to point out what's wrong but it takes vision to see what are the possibilities.

I have that vision. If I were elected Mayor of Detroit, I would start with these three things: education, unemployment and crime. Detroit has an alarming dropout rate. Only 27% of African American males graduate from high school. When you don't graduate from high school that leads to unemployment or underemployment, and chronic unemployment typically leads to a lot of crime in our community.

Desperate people do desperate things. It's sad but true. My grandparents grew up in nice neighborhood in the 1960s. They have been in Detroit for more than 50 years. But they have seen their neighborhood change - as the economy changed. People lost jobs. People dropped out of school to sell drugs because they didn't think they could make money any other way.

The crime in their neighborhood is an everyday event. Someone somewhere is taking, selling or stealing drugs. It's a shame. My grandparents are often scared but they are too poor to move away to a better neighborhood. What makes a better neighborhood? Education. Every child needs a great education and every adult needs job training and/or a college education to be a success in life.

As Mayor, I would like to put an emphasis on education that would allow people to master their own lives. I would create regular community events that would reward and honor teachers and students. Events like this would showcase the "best and brightest" and encourage others to strive to do the same. I believe we must focus on educational programs, stimulating conferences, job training and even helping those who want new skills to get into new careers.

As Mayor, I would set the tone and lead by example. I would make sure I would be seen in class, mentoring and reading to students. I would start a community "What are You Reading?" blog where I would recommend books every month and encourage reading contests.

I would continue to push education and training by making it easy and accessible to everyone – young and old. Free, quality classes are the answers and partner with organizations like Teach America or Americorps. Our economy is changing and people need to be prepared and focused on the future. Education reshapes lives and opens eyes.

As Mayor of Detroit, I would revamp our libraries and really make them the hub of change. With the focus on training, formal education and reading – the whole region would benefit because people would be empowered and inspired to change their own lives and help others do the same. It's a process and change doesn't happen overnight, but I have faith in our community and its incredible ability to reinvent itself for the better. I dream about a day when my grandparents can feel safe in their home and proud of their Detroit neighborhood again.

Aubrey Perry, Farmington High

Resume attached.
Thank you.

Application scanned and will be in next email.

Ms. Eason: see www.mml.org and email recommendation to
Ms. Deborah Walton-Medley at @dmedley@mml.org
THANK YOU!!!!

--
Aubrey Perry

AMP

Aubrey Mariah Perry

33011 Tall Oaks ~ Farmington, MI 48336

Home (248) 426-2300~ Mobile (248) 787-5057~ aubreyperry@gmail.com

OBJECTIVE

To obtain a position with an establishment that will allow me to add value to the company, its customers and provide a learning experience for my future career

EDUCATION

Farmington High School

Class of 2014

GPA: 3.71

Ambition: To attend University of Michigan (Ross Business School)

SKILLS/QUALIFICATIONS

- Excellent interpersonal, and communication skills
- Ability to establish and maintain positive and productive working relationships with team
- Superior conflict management and resolution skills
- Ability to synthesize and/or analyze complex information with keen attention to detail
- Strong time management skills including the ability to multitask and meet deadlines
- Self-directed; able to anticipate, prioritize and manage tasks
- Excellent word processing skills, including working knowledge of Microsoft Word, Excel, PowerPoint, Publisher and Windows platforms

EMPLOYMENT & EXPERIENCE

Dry Clean Depot

November 2012- present

(Farmington Hills, MI)

- Processed cashier register reconciliation, data entry and helped managed store opening/closing
- Customer service

ORGANIZATIONAL AFFILIATION

- National Honor Society
- Pom Pon (4 years)
- Link Leader
- Intern with Cranbrook School's Horizon Upward Bound Program (2 years)
- Young Entrepreneur Series (YES Program)
- Summer Money Camp Counselor
at Wayne County Community College
- DECA
- Business Professionals of America
- Brightmoor Church



FARMINGTON HIGH SCHOOL

Counseling Center

Counselors: Deborah Eason Stacey Rosol Paula Sanders

Counseling Techs: Jean Legacki Carol Morgan

Ms. Deborah Walton-Medley,
Director of Financial Operations
Michigan Municipal League
1675 Green Road
Ann Arbor, MI 48105

October 1, 2013

Dear Ms. Walton-Medley:

It is with great pleasure that I present Aubrey Perry, DOB 11/23/96, as a candidate for the National League of Cities' Congress of Cities conference. I have been Aubrey's counselor here at Farmington High School since her arrival her Freshman year and know her well.

Aubrey has always been involved with a variety of extra curricular activities in a variety of areas. At FHS, she has been a member of our National Honor Society, Pom Pon team, DECA and LINK – a yearlong student mentoring program that assists Freshmen with their transition to our school. Outside of school, she spends time in our Mayor's Youth Council, volunteering activities, Urban League, and the YES CEO program. Aubrey even works at one of our local dry cleaners where I personally have seen her as an employee. I can verify that she has excellent communication skills with the public and presents herself very well.

What impresses me the most about Aubrey is not only is she very involved in our community, but she also takes part in activities to better herself for college and her future. She has received tutoring from Dale Carnegie, WOW (college essay writing) and an ACT prep company. She personally has visited every public university and researched all these schools to help her make her decision a thoughtful and careful one. These actions speak to her maturity and dedication to her goal of being a successful member of society.



I enthusiastically endorse Aubrey Perry for your conference in Seattle this November. I feel that she would welcome the opportunity to meet others and network. After reading over her essay to you and well, to me...this is Aubrey. She is passionate about her beliefs and I know that she would embrace this opportunity if it were to be awarded to her. Please feel free to contact me if you have any other questions about her application.

Sincerely,



Deborah O'Boyle Eason

**Farmington City Council
Staff Report**

Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1431)**

Submitted by: Vincent Pastue, City Manager

Description: Special Event Request - Winter Story Time

Requested Action:

Move to approve special event request from the Farmington Community Library to host an Outdoor Winter Story Time activity for Saturday, January 25, 2014 at the Sundquist Pavilion and Riley Park beginning at 11:00 a.m.

Background:

The City received a special event request from Maria Showich-Gallup with the Farmington Community Library. The request is to host an outdoor winter story time activity for Saturday, January 25, 2014 at the Sundquist Pavilion and Riley Park beginning at 11:00 a.m. Ms. Showich-Gallup will attend the City Council meeting to present and discuss the special event request.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

CITY OF FARMINGTON SPECIAL EVENT APPLICATION

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

Sponsoring Organization's

Legal Name Farmington Community Library Phone 248-553-0300

Organization Address 23500 Liberty Street

Organization's Agent Maria Showich-Gallup Phone 248-553-0300 X220

Agent's Title Librarian II

Agent's Address 23500 Liberty Street

Event Name Winter Story Time

Event Purpose TO have an ~~outside~~ outside story time
cause the new ice rink

Event Dates Jan 25, 2013

Event Times 11 a.m.

Event Location Piley Park

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

- | | | | |
|--------------------------|------------------------|--------------------------|------------------------|
| <input type="checkbox"/> | City Operated Event | <input type="checkbox"/> | Co-Sponsored Event |
| <input type="checkbox"/> | Other Non-Profit Event | <input type="checkbox"/> | Other For-Profit Event |

2. **ANNUAL EVENT:** Is this event expected to occur next year? [YES] [NO] *-not sure*

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

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

Next year's specific dates: _____

3. **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 lots that you are requesting to be blocked off.

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

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

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

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

6. **EXEMPT PARKING:** Are you requesting exempt parking? (See Policy Section 5)

[YES] [NO]

7. **OTHER REQUESTS:** _____

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

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

Dec 4, 2013
Date

Maria Showich-Sallys
Signature of Sponsoring Organization's Agent

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

City of Farmington
City Manager's Office
23600 Liberty St.
Farmington, MI 48335

Phone: (248) 474-5500, ext. 221

City of Farmington General Rules and Regulations

INDEMNIFICATION AGREEMENT

The Farmington Community Library agree(s) to defend, indemnify, and hold harmless the City of Farmington, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the Winter Story Time by reason of any damage to property, personal injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Farmington or by third parties, or by the agents, servants, employees or factors of any of them.

Signature Maria Stowick-Gallup Date: 12/4/13

Witness Katy Baranow Date: 12.4.13

**Farmington City Council
Staff Report**

Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1432)**

Submitted by: Vincent Pastue, City Manager

Description: Special Event Request - 2014 Farmington Founders Festival

Requested Action:

Move to approve special event application for the 2014 Founders Festival scheduling July 18, 19, and 20 for the 50th Anniversary Event

Background:

Ms. Janet Bloom, Director of Programs and Events, with the Greater Farmington Area Chamber of Commerce will be at the meeting to briefly discuss the special event request. Ms. Bloom would like to secure the dates for planning purposes with the understanding that the Chamber will be back in either January or February to present the proposed layout for the event and programmed activities

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

CITY OF FARMINGTON SPECIAL EVENT APPLICATION

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

Sponsoring

Organization's

Legal Name Greater Farmington Area Chamber of Commerce Phone 248-919-6917

Organization Address 33425 Grand River Ave., Ste. 101 Farmington 48335

Organization's Agent Janet Bloom Phone 248-919-6917 x853

Agent's Title Director of Programs + Events

Agent's Address Same as above

Event Name Farmington Founders Festival

Event Purpose 50th Anniversary of community's largest event.

Event Dates July 18, 19, 20 - 2014

Event Times Friday 10A-10pm/Sat. 10A-10pm/Sun. 10A-5pm • Beer Tent Fri + Sat until 11pm
• Alley Regalley Fri + Sat until midnight

Event Location Downtown Farmington, Shiawassee Park, surrounding areas
Pavilion, Riley Park

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

- | | | | |
|-------------------------------------|------------------------|--------------------------|------------------------|
| <input type="checkbox"/> | City Operated Event | <input type="checkbox"/> | Co-Sponsored Event |
| <input checked="" type="checkbox"/> | Other Non-Profit Event | <input type="checkbox"/> | Other For-Profit Event |

2. **ANNUAL EVENT:** Is this event expected to occur next year? [YES] [NO] (2015)

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

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

Next year's specific dates: July 17, 18, 19 - 2015

3. **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 lots that you are requesting to be blocked off.

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

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

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

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

Similar to 2013 - directory signs, banners, over the road Grand Bier signs, 4 corners, Riley Park

6. **EXEMPT PARKING:** Are you requesting exempt parking? (See Policy Section 5)

[YES] [NO]

7. **OTHER REQUESTS:** Requesting date/time approval December 2013. Will present to council again in January or February maps, event activities, final details.

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

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

12/10/13
Date

Janet L. Bloom
Signature of Sponsoring Organization's Agent

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

City of Farmington
City Manager's Office
23600 Liberty St.
Farmington, MI 48335

Phone: (248) 474-5500, ext. 221

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

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

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

BANNER LENGTH

W
I
D
T
H

Write copy of banner in the box.

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

Stand-up A Frame sign

WIDTH

H
E
I
G
H
T

Write sign copy inside sign area.

City of Farmington General Rules and Regulations

INDEMNIFICATION AGREEMENT

The Greater Farmington Area Chamber of Commerce agree(s) to defend, indemnify, and hold harmless the City of Farmington, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the Farmington Founders Festival by reason of any damage to property, personal injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Farmington or by third parties, or by the agents, servants, employees or factors of any of them.

Signature Janet L. Bloom Date: 12/18/13

Witness _____ Date: _____

**Farmington City Council
Staff Report**
Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1433)**
Submitted by: Vincent Pastue, City Manager

Description: Public Comment - Bright House Cable Television Franchise Renewal

Requested Action:

No action is required by City Council. Comments received will be used as part of the franchise renewal negotiations.

Background:

The Bright House cable television franchise is scheduled to expire in 2015. There is a formal process by which Bright House can request renewal which they have done. The SWOCC Board has discussed the renewal on a couple of occasions and on December 9, 2013 the cities of Farmington and Farmington Hills held a joint study session to discuss the renewal process.

The formal franchise renewal process includes an opportunity for the public to provide comment regarding the service. Each of the three cities will hold a public forum to accept public comment. Farmington's is scheduled for the December 16 regular meeting. We anticipate that Bob McCann, Bright House Regional General Manager, will be present.

Attached is a statement City Administration requests the Mayor to read before opening the floor for public comment. It needs to be mentioned that the authority local governments had regarding cable television franchises has been greatly diminished over the years by state and federal regulations. The attached "Franchise Renewal - Possible Issues" identifies subject areas that could be subject to negotiations. Local government is no longer involved with the rate approval process yet you can anticipate public comment regarding that topic. Also, you will likely receive complaints regarding a lack of competition. The cable television franchise with Bright House is not exclusive; we would love to have broader competition.

Agenda Review
Review:

Vincent Pastue **Pending**
City Manager **Pending**
City Council **Pending**

INTRODUCTORY STATEMENT FOR PUBLIC INPUT MEETINGS
ON CABLE FRANCHISE RENEWAL

Bright House Network's current cable television franchise with the City will expire in December of 2015. Bright House has requested the City to begin the process for franchise renewal under the Federal Cable Act. The purpose of this item on the Council's agenda is to afford the public an opportunity to participate in the franchise renewal process.

Under the Federal Cable Act, any comments or statements presented at this meeting should be limited to:

1. Identification of future cable-related community needs and interests.
2. Reviewing Bright House's performance under its current franchise.

Persons speaking at this meeting are asked to limit their comments to these purposes. As indicated in the Notice for this meeting:

The purposes for which public input and participation is requested DO NOT INCLUDE cable rates or channels, which the City may not regulate under current law, or concerns with the lack of competition from other providers of traditional cable television services, which the City would welcome but has no ability to require.

By all speakers limiting their comments to the purposes for which this meeting was scheduled, the record of public comments received and reflected in the Minutes will be limited to the relevant factors under the Federal Cable Act. Your cooperation in that regard is appreciated.

The scheduling and holding of this public input meeting is to afford the public an opportunity to participate in the franchise renewal process. It does not mean that the City has made any decision on renewing the Bright House franchise or any terms or conditions that should be included in any renewed franchise.

FRANCHISE RENEWAL – POSSIBLE ISSUES FOR AMENDMENT/MODIFICATION

By reference to the corresponding section numbers of the Farmington Franchise with Time Warner, now Bright House, the following are possible issues:

Section	Description
2.4	Use of right of way and compliance with City construction permitting.
2.5	Compliance with City permitting requirements and payment of fees.
4.1	New developments in cable communications to be included?
5.1	Any system extensions prevented by lack of private easements?
5.2	Has Bright House applied to FCC for anything without notice to SWOCC?
6.1 6.2	Should these technical specifications and channel capacity descriptions be updated?
6.3	Has two-way service been instituted and should it be required for subscribers? What about for PEG channels?
6.4	Construction/reconstruction/upgrade plans required at least 90 days before work. Is this a sufficient and proper time?
6.5	Are parental control devices being provided without charge?
6.6	Is stereo sound provided?
6.7	Any recurring signal interference complaints by subscribers?
6.8	Line extension policy <ul style="list-style-type: none"> 6.8.1 <ul style="list-style-type: none"> • Extension required for residential density of 20 dwelling units per mile and for residential, commercial and industrial property of 15 subscribers (with 2 year contract) per mile. • Is maximum 150 feet from extension for a dwelling/property to be included in density okay? • Is Bright House complying with conduit placement for anticipated construction? 6.8.2 <ul style="list-style-type: none"> • Any problems with interpreting and administering the multiple dwelling unit extension language? 6.8.3 <ul style="list-style-type: none"> • Any problems with interpreting and administering the early residential extension provision language?

	<p>6.8.5</p> <ul style="list-style-type: none"> Any problems with interpreting and administering the commercial, industrial and non-residential subscriber language?
6.9	Any problems with the timing or cost limitations and requirements for service drops?
7.1	Is there a need to specify or add to the list of public buildings entitled to free service drops or to change what the free service drop is to include?
7.2	<p>Is the listing of six government, educational and public access channels in need of modification and should any be changed from only being "downstream"?</p> <p>Is there any need to modify the channel exchange rights and process available to SWOCC?</p>
7.3	Any problem with technical quality of PEG channels?
7.4	PEG support fee is stated as 1% of gross revenue. Is that accurate? What is AT&T paying and does the new Bright House fee need to be the same?
7.5	Is 90 days sufficient notice to SWOCC of a Bright House realignment of the PEG channels?
7.7	Have the links to the Livonia, Redford and Southfield cable systems been maintained? Has the link with Oakland Schools been established? Are there any other links that should be required?
7.8	Are any changes to the Institutional Network cabling, hardware, configuration, interconnection, maintenance/repair, standby power, or MGTV cable cast provisions needed?
7.9	Are any changes needed to the emergency alert system requirements?
7.10	Is there any need to change this language that allows use of PEG facilities and channels for PEG fundraising?
8.1	Should the franchise still provide for 40% of the franchise fee to be paid to SWOCC?
8.3	Is internet access service still a cable service in calculating gross revenues and franchise fees?
9.1	Is there any need to change the liability insurance requirements in the cable ordinances?
9.2	Is there any reason to change the amount or language regarding the letter of credit.

11	Is there any need to change the construction bond requirements in the Franchises or cable ordinances, which currently require the amount to be equal to the estimated cost of an improvement and provides for release or reduction upon completion of construction?
12	Have the liquidated damaged provisions ever been resorted to? If not, is that because these provisions need to be modified?
16	Has SWOCC ever held performance evaluation sessions, which are optional under this section? Is the process and shopping list of topics that may be discussed in need of any modifications?
19.2	Have there been any complaints that Bright House arbitrarily refused service?

By reference to the section numbers of the Farmington Cable Ordinance, which is Division 2 of Article III of Appendix A, (Farmington Hills City Code Chapter 29.5, Article II; Novi City Code, Chapter 9), possible issues, potential amendments or modifications include:

Section	Description
1	The definitions will need to be reviewed to make sure they conform to current law.
2.d	The Equal Requirements may need modification to account for uniform video service franchises.
4	The provisions on transfers of franchises, ownership or control probably complied with federal law when adopted, but should be confirmed as still accurate and as to any changes desired by Bright House or the Cities.
6	Is there any need to modify the indemnification, insurance or construction bond requirements?
7	Any changes to the cable system construction specifications? Has Bright House cooperated with the required placement of its facilities in joint utility trenches? Any problems with Bright House correcting public safety conditions within the 24 hours allowed? Any problems with Bright House providing the required 48 hours' notice to residents of major repairs?

8	<p>Any problems with Bright House complying with the street and public right of way regulations, which include:</p> <ul style="list-style-type: none"> a. City use rights b. City approval of locations c. Prohibited obstruction without City consent d. Obtaining City construction permits e. Filing of maps f. Underground installations g. Movement of facilities for public improvements h. Protection of public improvements i. Temporary movement of wires for moving of buildings j. Repair and restoration of damaged City facilities k. City performance of work at Bright House expense l. City removal of Bright House facilities required by emergencies m. Tree trimming
9	<p>Any problems with the system operation requirements, including maintenance of an office or service center in one of the three cities, maintaining sufficient repair and maintenance crews and outage logs, and compliance with planned service interruption limitations and procedure.</p>
10	<p>Are the customer service standards and billing procedures still applicable, being complied with, or in need of any modification to reflect Bright House's current standards and/or to address compliance problems under the current standards and procedures?</p>
11	<p>Are the statements and reports described in the ordinance being provided, are they of use or benefit, and is there any other information that SWOCC wants to receive?</p> <p>Have there been any problems with SWOCC access to Bright House records?</p>
13 & 14	<p>References to the SWOCC Executive Director will need to be modified.</p> <p>Have there been any problems that required resorting to the Letter of Credit and Liquidated Damages provisions and, if so, did those situations identify problems with the current language?</p>
15	<p>The Forfeiture and Termination provisions should be confirmed as continuing to comply with federal law, with references to the SWOCC Executive Director modified.</p>

**Farmington City Council
Staff Report**

Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1434)**

Submitted by: Vincent Pastue, City Manager

Description: 2014 Downtown Development Authority Work Plan

Requested Action:

No action is requested. This is an informational item for the City Council and the community.

Background:

Ms. Annette Knowles will present the 2014 Downtown Development Authority (DDA) Work Plan, as approved by the DDA Board.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending



Farmington DDA
Work Plan Update

December 16, 2013

Organizational Changes

- .. Farmington Founders Festival management transferred to Greater Farmington Area Chamber of Commerce; DDA event planning staff transitioned to Chamber
- .. DDA Office absorbed into city management effective December 1 (still settling in!)
- .. Farmers Market to be managed by City effective 2014
- .. Contract employees to manage some DDA events

Core Theme: Walkable Infrastructure

What Happened?

- Construction of Grove Street Streetscape Improvements, The Groves Façade, Warner Street Streetscape Improvements, and Parking Lot Improvements
- Construction Relief Plan, included relocation of Farmers Market for 12 weeks
- Ice Rink Planning

What's Happening Next?

- Development of construction plans for Farmington Road Streetscape; resolve issues with State Historic Preservation Office
- Wayfinding and signage package; will include parking lot management components

Core Theme: Downtown Marketing

What Happened?

- 2013 Events – Art on the Grand, Founders Festival, Farmers Market, Rhythms in Riley Park, Harvest Moon Celebration, Holly Days
- Ladies Night Out, April 25
- 2013 Business Locator Map/Kiosk Update
- Wish List Window
- Ice Rink Fundraising Activities

What's Happening Next?

- Restaurant Week, last week of February
- Ladies Night Out, tentative for May 1
- Art on the Grand, June 7-8
- 2014 Locator Map-Kiosk Update

Core Theme: Business Development

What Happened?

- Los Tres Amigos opened July, 2013
- Closed on purchase of vacant property, Orchards – Phase II
- Business Development Committee - new chair is Sean Murphy

What's Happening Next?

- RFP for Orchards – Phase II Development
- RFP for Retail Market Analysis
- Possible property tour for Business Development Committee; organizational meeting for new committee in January (date TBD)

Dashboard – 2008 thru 2013

	2008	2009	2010	2011	2012	2013
DDA Inv.	\$649,800	\$638,500	\$953,800	\$894,500	\$1,475,300	
City Inv.	\$42,600	\$1,237,000	\$626,000	\$210,000	0	
Private Inv.	\$417,000	\$59,000	\$524,000	\$55,150	\$185,000	
New Bldg/Rehab	4	1	4	3	4	
Net New Biz	4	-3	7	-4	-4	
Net New Jobs - All	0	-3	25	10	10	
Special Event Days	58	*107	65	59	59	
Events/Promo	\$60,745	\$235,683	\$309,440	\$354,315	\$385,771	
Est. Vol. Hrs	2,830	7,700	9,600	7,000	6,000	

Scenes from 2013



Farmington City Council Staff Report

Council Meeting Date:
December 16, 2013

**Reference
Number**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Adopt Resolution Approving the 2014 DDA Community Events Calendar, Temporary Liquor License Applications, Street Closures and Sidewalk Shopping Dates

Requested Action:

Move to adopt resolution approving the 2014 DDA community events calendar, temporary liquor license applications, street closures, and designated sidewalk shopping dates.

Background:

The Farmington Downtown Development Authority, on behalf of the Downtown Farmington business community, is requesting that the City Council adopt a resolution approving the 2014 DDA community events calendar, temporary liquor license applications, and street closures. Annette Knowles, Director with the DDA, will present the proposed calendar of events.

In addition, the DDA respectfully requests the Mayor and Council permission on behalf of the businesses within the Farmington DDA district, to participate in Sidewalk Shopping on any event day during 2014.

Sidewalk shopping is intended to encourage business participation during the Farmington Farmers & Artisans Market, additional DDA events and other events external to activities at the Pavilion. Feedback we learned during post-event evaluations is that foot traffic still needs to be encouraged. It is hoped that sidewalk shopping will help cultivate a culture of walkability in the downtown and create visual interest on the sidewalks. If approved the DDA will help to educate the business community about the benefits and requirements of sidewalk shopping, which we suggest to be:

- Hours of operation would coincide with the events;
- No clearance sales;
- Require appropriate display; and
- Require timely clean-up of sidewalk

We would instruct the DDA business district via the DDA's newsletter, Strictly Business, if approval is received.

Agenda Review

Review:

Vincent Pastue **Pending**
City Manager **Pending**
City Council **Pending**

Updated: 12/13/2013 9:55 AM by Cheryl Poole

Page 1

RESOLUTION NO. (ID # 1435)
RESOLUTION #

A RESOLUTION OF THE FARMINGTON CITY COUNCIL APPROVING THE DOWNTOWN DEVELOPMENT AUTHORITY'S 2014 EVENT CALENDAR WHICH INCLUDES DATES, TIMES, LOCATIONS, AUTHORIZATION FOR ROAD CLOSURES, AND AUTHORIZATION TO APPLY FOR TEMPORARY LIQUOR LICENSES.

WHEREAS, the Farmington Downtown Development Authority (DDA) has prepared a 2014 Community Calendar of events which included: Art on the Grand, Rhythmz in Riley Park and the Harvest Moon Celebration, and, on behalf of the downtown Farmington merchants, Halloween Fun Day, and

WHEREAS, the DDA would like City Council approval for the entire year to assist their efforts with planning, cross promoting, and sponsorship opportunities; and

WHEREAS, the proposed calendar of events will require authorization from the City Council to close roads for certain events and to authorize the DDA to apply for temporary liquor licenses.

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby approves the DDA's 2014 Calendar of Community Events with the following conditions:

1. Art on the Grand

Days: Saturday, June 7, 10am-7pm, and Sunday, June 8, 11am-6pm

Location: Closure of Grand River (from Farmington Rd. to Grove St.) and Market Place from Grand River to alley to the south of 33171 Grand River Avenue (Tubby's)

Other: Hold the State of Michigan Department of Transportation harmless for liability, which may result in the closing of Grand River and authorize City departments to provide the service required for the Art on the Grand.

2. Rhythmz in Riley Park

Days: Fridays, June 13 - August 29 (no concert on July 18 during Founders Festival), hours 7-8:30pm

Location: Pavilion area and Riley Park

3. Harvest Moon Celebration

Days: Thursday, September 25 and Friday, September 26; hours both nights 6pm-11pm

Location: Pavilion/Riley Park area and some of the adjacent parking lot

Temporary Liquor License: Authorization for the DDA to apply for a temporary liquor license September 25 and 26.

4. Halloween Fun Day

Day: Saturday, October 25; downtown trick-or-treat hours, 2-4pm

Resolution (ID # 1435)

Meeting of December 16, 2013

Note: The Farmington DDA is requesting this date on behalf of the
Downtown Farmington Merchants Association.

5. **Sidewalk Shopping**

The Farmington DDA requests permission, on behalf of the businesses within the Farmington DDA district, to participate in Sidewalk Shopping on any event day during 2014

Event	Proposed 2014 Dates	Date details	Event Specs	Issues/Comments
Art on the Grand	June 7-June 8 (Sat. – Sun.)	First weekend in June	<u>Saturday: 10 am – 7 pm</u> Kids Area Food Vendors Artist Booths <u>Sunday: 11 am – 6 pm</u> Kids Area Food Vendors Artist Booths	<ul style="list-style-type: none"> Farmington Hills Cultural Arts to manage artist area and graphics design, cover cost of barricading and half of marketing costs DDA to manage kids area, sponsors (2), food vendors (4), cover half of marketing costs
Rhythmz in Riley Park	June 13 - Aug. 29 (except July 18 due to Founders Festival)	11 concert dates	Fridays: 7pm – 8:30pm	<ul style="list-style-type: none"> Will need to secure a contractor to manage series
Harvest Moon Celebration	Sept. 25-26 (Thurs. – Fri.)	Last weekend in Sept.	<u>Thursday: 6 pm-11pm</u> beer wine tasting with OCC, live music <u>Friday: 6pm-11pm</u> Harvest Moon Dance (large band), local restaurants, beer/wine	<ul style="list-style-type: none"> Will need to secure a contractor to manage event Contractor will report to Promotions Committee

Considerations:

1. Work to develop communications with DDA businesses on ways to engage
2. Need assistance with poster/postcard distribution
3. Update sponsor packages in preparation for early 2014 sales
4. Support Staff for Events:

Art on the Grand	Annette Knowles and volunteers
Rhythmz in Riley Park	Contract employee
Harvest Moon Celebration	Contract employee and volunteers

Attachment: DDA 2014 Events Calendar (1435 : 2014 DDA Community Events)

**Farmington City Council
Staff Report**
Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1436)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve Amendment No. 2 to Water Services Contract Between the City of Farmington and City of Detroit

Requested Action:

Move to approve Amendment No. 2 to the existing water services contract with the City of Detroit and authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

Background:

City Administration is recommending approval of Amendment No. 2 to the existing water services contract with the City of Detroit. City representatives met with Detroit Water and Sewerage (DWSD) representatives to update the water services contract which was originally approved in 2009. DWSD is meeting with all of its suburban customers to discuss modest language changes to the agreement, to review flow data over the last few years to determine if any quantity changes are necessary, and to verify if there have been any changes to the system.

Attached is a letter from Beth Saarela with Johnson, Rosati, Schultz and Joppich detailing the changes in the agreement. Along with Ms. Saarela, other City representatives included Vyto Kanoulis with Orchard Hiltz & McCliment (OHM), Public Works Superintendent Chuck Eudy, and City Manager Vince Pastue. As part of the negotiations, it was agreed to increase the projected annual volume amount based on current usage and anticipated development projects that would increase water consumption. In 2011, the Public Works Department, in conjunction with Oakland County Water Resources Commission, made a number of improvements to the system in order to manage peak hour consumption. These worked as designed and consequently it was not necessary to change these amounts

Agenda Review
Review:

Vincent Pastue **Pending**
City Manager **Pending**
City Council **Pending**



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627

Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrslaw.com

www.jrslaw.com

November 18, 2013

Vince Pastue, City Manager
City of Farmington
23600 Liberty Street
Farmington, MI 48355

RE: Amendment No. 2 to Water Service Contract Between City of Detroit and City of Farmington

Dear Mr. Pastue:

We have received and reviewed proposed Amendment No. 2 to the Water Service Contract between the City of Detroit and the City of Farmington. The Amendment has been proposed as a result of the City's regular "re-opener" pursuant to Section 5.07 of the Contract which calls for a periodic re-opener to adjust contract values to reflect City's demonstrated demands on the City of Detroit's water system.

In addition, the Detroit Water and Sewerage Department (DWSD) has requested that the City adopt certain proposed amendments to contract language that have been adopted by other customer communities over the past two years. The language changes are based on two separate amendments proposed and circulated by the City of Detroit Law Department (now DWSD's legal counsel). DWSD has consolidated the two prior amendments into a single amendment to the City's contract. The first group of changes has been proposed to address procedural issues encountered during DWSD's review of the first group of contract maximum flow rate exceedances that occurred in 2010. Our office had the opportunity to review and comment on the proposed revisions at TAC workgroup meetings prior to circulation of the final draft of amendments. Though one of the substantive changes puts the customer communities in a more unfavorable position in the event the community exceeds its peak hour flow rate, DWSD accepted many of the proposed revisions we recommended at that time to ensure the customer communities had an opportunity to negotiate a resolution of an exceedance prior to the matter being decided by the TAC and the Board of Water Commissioners. The primary substantive changes to procedure as a result of the amendments are as follows:

Vince Pastue, City Manager
November 18, 2013
Page 2

1. The Detroit Water and Sewerage Department (DWSD) will send a letter notifying all customers of its summer exceedances on or by October 1 each year.
2. DWSD will seek to set up a meeting with each named community to try to negotiate a possible remedy regarding the exceedance prior to sending the matter to the TAC Analytical Work Group for a recommendation regarding the remedy before November 1.
3. On or before November 1 of each year, the TAC Analytical Work Group will meet and make a recommendation on the proposed remedy proposed by DWSD and the customer.
4. If a corrective action plan involving capital improvements to a customer's water system is necessary to remedy the exceedance and prevent future exceedances, the parties will meet and mutually agree on the corrective action plan by December 31.
5. In the event that the parties do not agree on a remedy and the City of Detroit imposes an "allocation rate" (effectively an increase in water rate to account for the exceedance) a corrective action plan involving capital improvements to reduce flow may also be required to reduce the chance of further exceedances. This item is arguably the only significant substantive and objectionable change to the terms of the Contract. Though DWSD asserts that this was always the intent of the contract, in the current version of the Contract, the language could arguably be interpreted to require *either* a rate increase *or* capital improvements, not both.

Other minor procedural changes were also made relating to plan review of new customer facilities being installed near DWSD mains, and with respect to customer requests to meet about DWSD's failure to meet pressure requirements were also made.

Though the City is not required to accept amendments to the contract language, it is our opinion that the benefit of accepting the changes to procedure outweighs any risk to the City if the City is diligent about re-negotiating its max day and peak hour values concurrent with completion of any significant new commercial or residential developments in the City.

The second group of changes includes amendments to four paragraphs of the original Water Service Agreement. The language of these paragraphs is being amended with respect to each first tier customer of the City of Detroit as a result of the Court Order issued by the US District Court for the Eastern District of Michigan in Case No. 77-71100 which eliminated the requirement for Detroit City Council to approve contracts and water rates for first tier customers. In each of the four paragraphs being amended, Detroit City Council has been eliminated as a body required to approve the Contract or any amendment. It is our opinion that the amendments do not change the substantive rights or obligations of the City of Farmington or the City of Detroit under the Contract.

Vince Pastue, City Manager
November 18, 2013
Page 3

Finally, Amendment No. 2 amends the City's annual volume requirements and max day and peak hour values to reflect the recent trends in system operations demonstrated by Farmington over the past three-year contract period. Subject to review and approval of the amended Exhibits A and B setting new operational parameters by the City's engineering consultant, we see no legal impediment to approval of Amendment No. 2 of the Water Service Contract.

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

Very truly yours,

JOHNSON ROSATI SCHULTZ & JOPPICH. P.C.

Elizabeth K. Saarela

EKS/sls

C: Sue Halberstadt, City Clerk
Chuck Eudy, Superintendent of Public Works
Thomas R. Schultz, Esquire

**AMENDMENT NO. 2 TO WATER SERVICE CONTRACT
BETWEEN
CITY OF DETROIT
AND
CITY OF FARMINGTON**

This Amendment Agreement No. 2 (“Amendment”) is made between the City of Detroit, a municipal corporation, by its Water and Sewerage Department and Board of Water Commissioners (the “Board”), and the City of Farmington, a municipal corporation (“Customer”). The Board and Customer are collectively referred to as the “Parties”.

Whereas, the City of Detroit owns a public water supply system (“System”) operated by the Board; and

Whereas, on June 23, 2009, the Parties entered into a Water Service Contract (“Contract”) reflecting the terms and conditions governing the delivery and purchase of potable water, as subsequently amended; and

Whereas, the purpose of the Contract is to provide for the long-term service of potable water to Customer; and

Whereas, Article 15 of the Contract permits the Parties to amend the Contract by mutual agreement; and

Whereas, in October 2011, the Technical Advisory Committee recommended that the Board consider certain modifications to the Contract terms, including the addition of a new defined term in Section 1.01, the revision of Article 5, and modifications to Sections 21.01 and 22.01; and

Whereas, on November 4, 2011, the United States District Court, Eastern District of Michigan, issued an order in Case No. 77-71100 that provides the Board full and final authority to approve contracts with its wholesale customers such that the approval of the Detroit City Council is no longer legally required; and

Whereas, it is the mutual desire of the Parties to enter into this Amendment to amend the Contract as set out in detail in the following sections; and

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Section 1.01 of the Contract is amended to add the following definition:

“Allocation Flow Rate” shall mean the value that is established as a result of a breach of Section 5.03 herein and which value shall replace the contractual Maximum Flow Rate in the rate calculation process in the event that Section 5.04(C) herein is applied by the Board.

2. Section 1.01 of the Contract is amended by deleting the existing definition of “Contract” in its entirety and substituting the following definition in its place:

“Contract” shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by Customer’s governing body and the Board.

3. Section 2.01 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

Term. The Board shall sell and supply water to Customer from the System in accordance with the terms of this Contract for a period of thirty years from the effective date of this Contract and any ten-year renewal terms (collectively the “Contract Term”), subject to Article 3 herein. The effective date of this Contract shall be the date that this Contract is approved by Customer’s governing body or the Board whichever is later. This Contract replaces and supersedes any prior water service contracts between the Parties.

4. Section 3.04 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

Formation of Water Authority. Customer may join with another authority, city, township, village or other municipal corporation recognized by the State of Michigan to form a water authority for the sole purpose of collectively contracting for water service from the Board. The exercise of this right shall not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new water service contract by Customer’s governing body and the Board.

5. Article 5 of the Contract is amended by deleting in its entirety the existing Article 5 and substituting the following revised Article 5 in its place:

Article 5.

Pressure; Maximum Flow Rate; Minimum Annual Volume

- 5.01 Pressure Range. The Board shall use its best efforts to deliver water at the Water Distribution Points at a pressure range (“Pressure Range”) adequate to meet the reasonable requirements of Customer. For purposes of evaluating this effort, water pressure shall be determined by reviewing the average hourly pressure measured from top-of-the-hour to top-of-the-hour (e.g. 7:00 a.m. to 8:00 a.m.). The Pressure Range to be provided by the Board to Customer’s Water Distribution Points is specified in Exhibit B. The location at which the water pressure will be measured shall be specified in Exhibit A and identified as point “P”. A Pressure Range will not be established for water meters that are not located on a DWSD transmission main, or which are located on a DWSD transmission main and are downstream of and subject to the flow demands of a water meter for another Board customer.

- 5.02 Remedy for Non-Compliance with Pressure Range. If the water pressure at Customer's Water Distribution Points is above or below the Pressure Range, at Customer's request the Parties shall meet within thirty (30) calendar days to discuss the reasons for the non-compliance and, if agreed necessary, develop and implement a mutually agreeable written corrective action plan within sixty (60) calendar days of the meeting, or as otherwise agreed. The corrective action plan shall include a timetable for resolution of the non-compliance issue(s).
- A. If it is determined that another customer's exceedance of the rates of flow established by that customer's Maximum Flow Rate caused or contributed to the Board's inability to meet its Pressure Range agreement with Customer, then the corrective action plan shall provide for the resolution of the issue.
 - B. If Customer is exceeding the rates of flow established by its Maximum Flow Rate on a day other than the DWSD Maximum Day at the time Customer experiences a variation from the Pressure Range, then the Board shall be relieved from its obligation to provide water to Customer within the Pressure Range for that period of time during which Customer is exceeding the rates of flow established by its Maximum Flow Rate.
- 5.03 Maximum Flow Rate. Customer's Maximum Flow Rate is specified in Exhibit B. Customer shall not exceed the Maximum Flow Rate specified in Exhibit B, as measured in million gallons on the DWSD Maximum Day and during the DWSD Peak Hour.
- A. The Board shall notify all customers in writing on or before October 1 of each calendar year if Customer or any other wholesale customer is alleged to have exceeded its Maximum Flow Rate in a given calendar year. The notice shall state the day and/or hour that Customer or any other wholesale water customer is alleged to have exceeded its Maximum Flow Rate.
 - B. If Customer is alleged to be in breach of its obligations under this Section 5.03, the Board and Customer shall endeavor to meet before November 1 of the then current calendar year, or as soon as practicable, for the purposes of validating the breach, reviewing and analyzing the causes, and to negotiate a possible remedy pursuant to Sections 5.04 and 5.05 herein.
 - C. The Technical Advisory Committee's Analytical Work Group, or its successor shall review any alleged breach of this Section 5.03.
 - i. The Analytical Work Group shall meet once, at a minimum, on or before November 1 of each calendar year to review the alleged breaches, if any, and may thereafter schedule subsequent meetings as necessary to conclude its review.

- ii. The Board will seek a recommendation from the Analytical Work Group on (1) an Allocation Flow Rate, if any, and/or (2) concurrence with the remedy tentatively negotiated between Customer and the Board, if any. Customer and the Board shall have the right to present any information related to the alleged breach a Party deems necessary to the deliberations.
 - iii. Any recommendation submitted by the Analytical Work Group shall be received by the Board on or before December 1 of each calendar year.
- 5.04 Remedy for Non-Compliance with Maximum Flow Rate. The Board has no obligation to supply to Customer more than the Maximum Flow Rate. If Customer exceeds its Maximum Flow Rate on the DWSD Maximum Day or during the DWSD Peak Hour, the Board and Customer may, as needed, take one or more of the following actions set forth in this Section 5.04. The applicability of any particular action shall be evaluated by the Board on a case-by-case basis.
- A. The Board may require that Customer take all reasonable steps to reduce its consumption to the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation.
 - B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.
 - C. For ratemaking and cost allocation purposes only, the Board may recalculate Customer's rate for the current and/or subsequent fiscal years utilizing a revised cost allocation formula as follows:
 - i. The Board shall, as set forth below, establish an Allocation Flow Rate to replace the contractual Maximum Flow Rate in the rate calculation process.
 - ii. The Allocation Flow Rate shall be applied from no earlier than the first exceedance date forward.
 - iii. The Allocation Flow Rate will be at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day, and may be higher than the actual flow rate demonstrated by Customer.
 - iv. Pursuant to Section 5.03(C), if the Board receives a recommendation on the Allocation Flow Rate to be applied from the Analytical Work Group and the recommendation is higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Board shall be limited to establishing an Allocation Flow Rate that is at least equal to the

flow rate demonstrated by Customer on the DWSD Maximum Day and no higher than the recommendation provided by the Analytical Work Group.

- v. If no recommendation on the Allocation Flow Rate to be applied is received by the Board, or if the Board receives a recommendation and the recommendation is less than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate, then the Board shall be limited to establishing an Allocation Flow Rate that is at least equal to the flow rate demonstrated by Customer on the DWSD Maximum Day and no higher than twice the amount by which the demonstrated flow rate exceeded the original Maximum Flow Rate.
- vi. The Allocation Flow Rate will continue to be applied to each subsequent year's rate calculation process until the Maximum Flow Rate is renegotiated.
- vii. If a rate has been approved for the subsequent fiscal year (July 1st to June 30th) but the rate has not yet been applied, the Board may modify Customer's rate for that subsequent fiscal year to account for an exceedance of its Maximum Flow Rate.
- viii. If the Board has built capital facilities based upon Customer's negotiated Maximum Flow Rate and Customer consistently exceeds its Maximum Flow Rate, then the Board may re-calculate the amount of Customer's percentage of the capital cost of such facilities

5.05 Procedure for Non-Compliance with Maximum Flow Rate. In addition to the remedies specified in Section 5.04, if Customer has failed in its obligations under Section 5.03, the Parties shall meet to discuss the reasons for the non-compliance and if agreed necessary, develop a mutually agreeable written corrective action plan by December 31 of the year in which the non-compliance occurred, or as otherwise agreed. Any corrective action plan required under this Section 5.05 shall include a timetable for resolution of the non-compliance issue(s).

- A. If the Parties determine that a corrective action plan is not required and an incident of non-compliance occurs in the subsequent calendar year, the Parties shall meet to develop a mutually agreeable written corrective action plan by December 31 of the year in which the non-compliance occurred, or as otherwise agreed.
- B. In the event the reason for Customer's non-compliance under Section 5.03 is due to a Customer water main break, fire or meter calibration performed by DWSD, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified in Section 5.04 should apply.

- 5.06 Minimum Annual Volume. Customer shall purchase from the Board not less than the Minimum Annual Volume of water specified in Exhibit B. If Customer's Annual Volume is less than the Minimum Annual Volume, Customer shall pay to the Board an amount computed by applying the current rate to the Minimum Annual Volume less any amounts already billed to the Customer by the Board.
- 5.07 Periodic Review. For Customer and System planning purposes and, with regard to the Minimum Annual Volume, enforcement of the provisions of Article 3, a Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume shall be established by mutual agreement for the Contract Term. A contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume shall be established by mutual agreement for first two years of the Contract Term. Not later than the second year of the Contract Term, the Board and Customer shall negotiate a contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume for the succeeding three years of the Contract Term. Not later than the fifth year of the Contract Term, and every five years thereafter, the Board and Customer shall negotiate a contractually binding Maximum Flow Rate, Pressure Range, Projected Annual Volume and Minimum Annual Volume for the succeeding five years of the Contract Term. If the Parties do not negotiate new or revised Maximum Flow Rates, Pressure Ranges, Projected Annual Volumes and Minimum Annual Volumes according to the aforementioned schedule, then the figures established for planning purposes (as shown in italicized type in Exhibit B) shall become contractually binding for the then-current three or five year term.
- 5.08 Remedy for Excessive Rate(s) of Flow Causing Pressure Problem(s). Customer acknowledges that Customer's rates of flow may cause and/or contribute to the Board's inability to meet its Pressure Range agreements with Customer and/or the Board's other customers (hereinafter, "Pressure Problem"). The Board may review or monitor Customer's daily rates of flow if a Pressure Problem occurs and the Board's Pressure Range agreement with Customer and/or another customer of the Board is alleged to have been breached. The approximate rate of flow by individual meter location used to establish the Pressure Range and Maximum Flow Rate is specified in Exhibit B. If a Pressure Problem occurs, the Parties shall meet to discuss the reasons for the Pressure Problem and develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the Pressure Problem, or as otherwise agreed. The corrective action plan may require one or both of the following steps:
- A. The Board may require that Customer take all reasonable steps to reduce its consumption to the rate of flow established by the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation. In addition, the Board may require that Customer adjust its rate of flow at individual meters, including the establishment of a not-to-exceed flow rate for individual meters.

- B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the rate associated with the new Maximum Flow Rate in the subsequent rate year.

If the Parties determine that a corrective action plan is not required and a subsequent Pressure Problem occurs, the Parties shall meet to develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the subsequent Pressure Problem, or as otherwise agreed. Any corrective action plan required under this Section 5.08 shall include a timetable for resolution of the Pressure Problem. In the event the reason for the Pressure Problem is due to a Customer water main break, fire or meter calibration performed by DWSD, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified above in this Section 5.08 should apply.

- 5.09 Board Costs for Corrective Action Plan. If at any time the Board is required under the terms of this Article 5 to develop and implement a corrective action plan and the plan involves incurring capital costs, the Board will determine whether the costs will be charged as a System cost or whether the cost will be borne by a specific customer or customers. If the Board determines that all or part of the costs should be borne by a specific customer or customers, the Board will seek a recommendation from the Technical Advisory Committee on the assessment of the costs.

- 5.10 Customer Costs for Corrective Action Plan. If at any time Customer is required under the terms of this Article 5 to develop and implement a corrective action plan, Customer shall be so informed in writing and Customer will pay all costs related to the corrective action plan.

6. Section 15.02 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

No amendment to this Contract shall be effective and binding upon the Parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both Parties, and is approved by Customer's governing body and the Board.

7. Section 21.01 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

The Board shall have the right to review and approve Customer's construction plans for Meter Facilities at new Water Distribution Points, water mains sized twenty-four inches and larger, pump stations, reservoirs, water towers, and any other construction that will cross, or be within close proximity to, or have influence upon the Board's infrastructure. The Board's approval of construction plans shall be timely and shall not be unreasonably withheld.

8. Section 22.01 of the Contract is amended by deleting in its entirety the existing language and substituting the following language in its place:

Prior to Customer's operation of any new or existing water storage facility, Customer shall seek the Board's written approval of the filling schedule ("Filling Schedule") of the storage facility. The Board may periodically require Customer to change or adjust a previously approved Filling Schedule. The Parties shall collaborate on devising a mutually beneficial Filling Schedule. If the Parties are unable to agree upon a Filling Schedule, the Board's determination of a Filling Schedule shall be final. All Filling Schedules shall be for a period of six consecutive hours. Customer shall at all times abide by the then-current Board approved Filling Schedule. The Board shall act promptly in approving Filling Schedule requests. Nothing in this Article 22 shall prevent Customer from operating its storage facility at any time, provided that any storage operation that falls outside of the approved Filling Schedule shall not be exempt from the terms of Article 5 herein.

9. Exhibit A of the Contract is amended by deleting in its entirety the existing First Amended Exhibit A and substituting the attached Second Amended Exhibit A in its place.
10. Exhibit B of the Contract is amended by deleting in its entirety the existing First Amended Exhibit B and substituting the attached Second Amended Exhibit B in its place.
11. With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.
12. This Amendment to the Contract shall be effective and binding upon the Parties when it is signed and acknowledged by the duly authorized representatives of both Parties, and is approved by Customer's governing body and the Board.

(Signatures appear on next page)

In Witness Whereof, the City and Customer, by and through their duly authorized officers and representatives, have executed this Amendment.

City of Farmington:

By: _____
(Signature)

(Print name)

Its: Mayor

By: _____
Susan K. Halberstadt

Its: Clerk

City of Detroit:

By: _____
Sue F. McCormick

Its: Director, Water and Sewerage Department

APPROVED BY
FARMINGTON CITY COUNCIL ON:

Date

APPROVED BY DETROIT
BOARD OF WATER COMMISSIONERS ON:

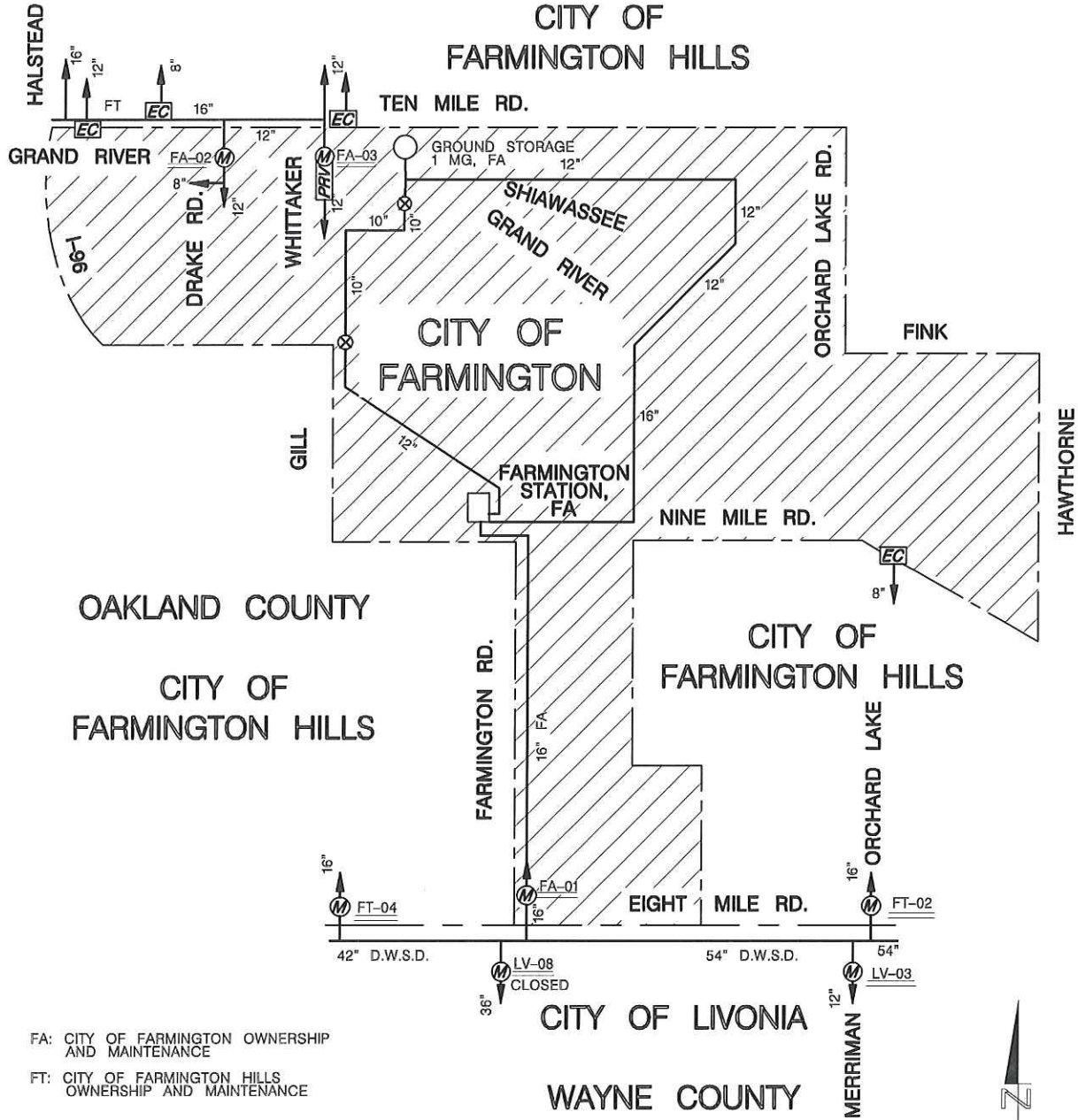
Date

SECOND AMENDED EXHIBIT A

Customer's Water Distribution Points

This Exhibit contains the following information:

1. The corporate limits of Customer;
2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;
3. The specific location of the Water Distribution Points, including any Board approved emergency connections;
4. The designation of appurtenances to be maintained by Customer and those to be maintained by the Board; and
5. A list of any closed meter locations.



FA: CITY OF FARMINGTON OWNERSHIP AND MAINTENANCE
 FT: CITY OF FARMINGTON HILLS OWNERSHIP AND MAINTENANCE

LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	DWSD METER PIT		CITY LINE
	COMM METER PIT		GRD. STORAGE
	SERVICE AREA		GATE VALVE
	EMERGENCY CONNECTION		
	PRV		

NOTES:
 1. FARMINGTON PUMP STN AND 1 MG. TANK OWNED AND OPERATED BY CITY OF FARMINGTON

E. SKIBA	6-25-70
M.A.D.	3-9-76

EXHIBIT-A

SERVICE AREA LOCATION MAP
 CITY OF FARMINGTON

EXHIBIT A**City of Farmington Emergency Connections:**Connections to Farmington Hills

12" GV&W – 37375 Grand River, Farmington

8" GV&W – 31233 Grand River, Farmington

12" GV&W – 36175 Grand River, Farmington

12" GV&W – 34635 Grand River (Bypass main of the FA-03 deduct meter)

City of Farmington Water Customers Outside Municipal Limits:

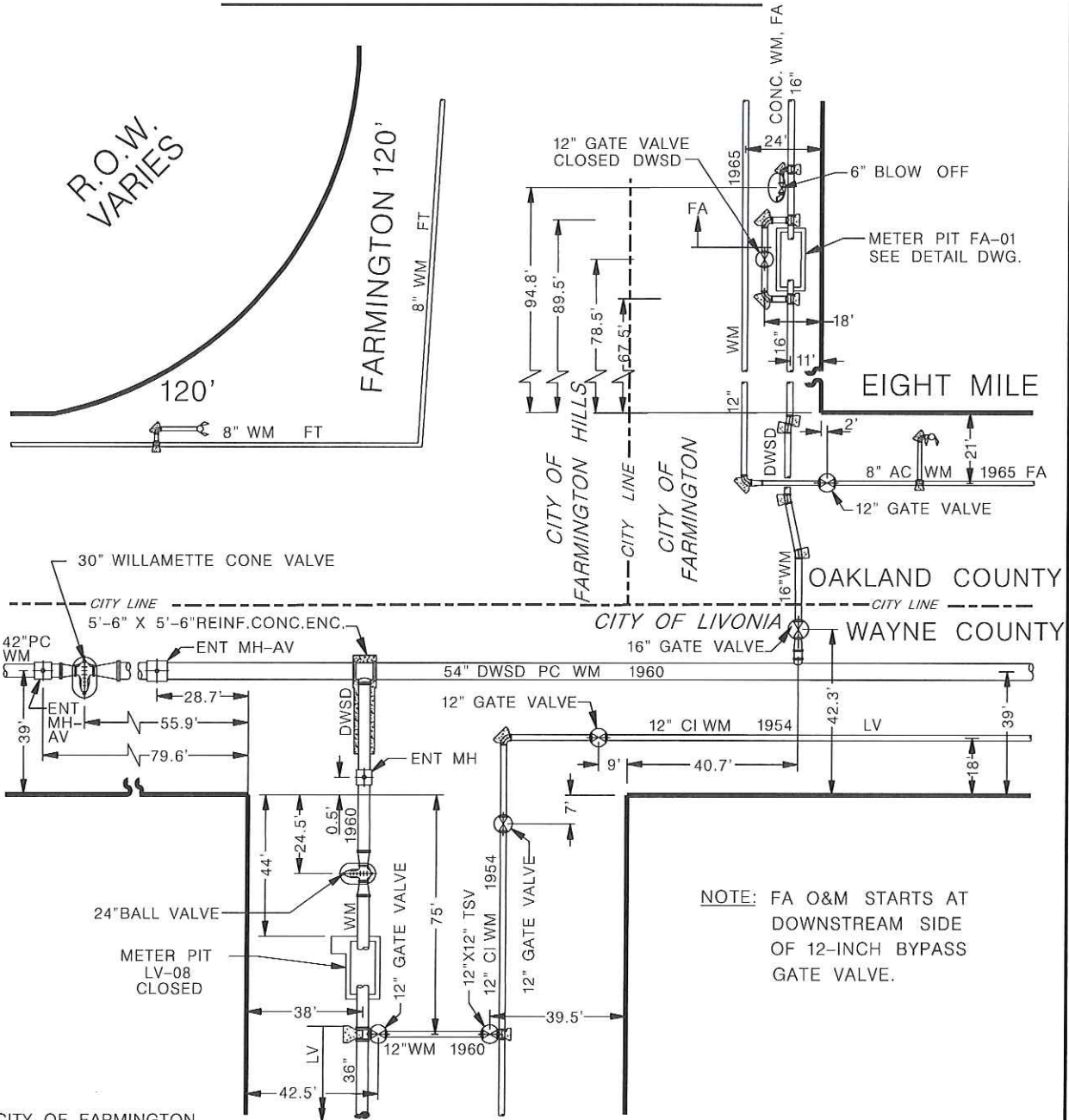
DETROIT		
23201 Eight Mile	23621 Eight Mile	23321 Eight Mile
22925 Eight Mile	23601 Eight Mile	23301 Eight Mile
22909 Eight Mile	23501 Eight Mile	
23641 Eight Mile	23401 Eight Mile	
FARMINGTON HILLS		
31208 Fink	24136 Locust	32225 Nine Mile
31186 Fink	24105 Locust	32231 Nine Mile
31164 Fink	24211 Farmington	32235 Nine Mile
31142 Fink	24205 Farmington	32401 Nine Mile
31120 Fink	23225 Gill	36216 Freedom
30812 Fink	23225 Gill	
31100 Fink	33638 Hillcrest	
23233 Drake	33636 Hillcrest	
23200 Drake	35250 Freedom	
Mission Creek Subdivision		
23264 Woodhaven Court	23242 Woodhaven Court	23221 Woodhaven Court
23265 Woodhaven Court	23176 Woodhaven Court	23243 Woodhaven Court
23287 Woodhaven Court	23154 Woodhaven Court	23132 Woodhaven Court
23208 Mission Lane	23184 Mission Lane	23162 Mission Lane
23150 Mission Lane	23177 Mission Lane	23196 Mission Lane
23155 Mission Lane		
Beechwood Subdivision		
23025 Gill	23011 Gill	23375 Gill
22975 Gill	34450 Freedom	34420 Beechwood
34436 Beechwood	34421 Beechwood	34456 Beechwood
34663 Beechwood	34455 Beechwood	34478 Beechwood
34660 Beechwood	34639 Beechwood	34651 Beechwood
34479 Beechwood	34672 Beechwood	34638 Beechwood
34600 Beechwood	34652 Beechwood	34621 Beechwood

34603 Beechwood	34620 Beechwood	34437 Beechwood
Westchester Subdivision		
23010 Julieann Ct.	23077 Julieann Ct.	23163 Julieann Ct.
23027 Julieann Ct.	23098 Julieann Ct.	23164 Julieann Ct.
23032 Julieann Ct.	23115 Julieann Ct.	23185 Julieann Ct.
23045 Julieann Ct.	23120 Julieann Ct.	23186 Julieann Ct.
23054 Julieann Ct.	23123 Julieann Ct.	23208 Julieann Ct.
23061 Julieann Ct.	23142 Julieann Ct.	23230 Julieann Ct.
23076 Julieann Ct.	23143 Julieann Ct.	23252 Julieann Ct.
Pinewoods West Subdivision		
23245 Potomac	23113 Potomac	23219 Potomac
23257 Potomac	23121 Potomac	23207 Potomac
23269 Potomac	23155 Potomac	23244 Potomac
23277 Potomac	23188 Potomac	23020 Potomac
23285 Potomac	23174 Potomac	23054 Potomac
23293 Potomac	23009 Potomac	23072 Potomac
23012 Potomac	23027 Potomac	23049 Potomac
23065 Potomac	23040 Potomac	23033 Potomac
23089 Potomac	23081 Potomac	23015 Potomac
23139 Potomac	23105 Potomac	23218 Potomac
23060 Potomac	23147 Potomac	23236 Potomac
23291 Potomac	23171 Potomac	23280 Potomac
23183 Potomac	23210 Potomac	23048 Potomac
23057 Potomac	23041 Potomac	23080 Potomac
23073 Potomac	23034 Potomac	23156 Potomac
23097 Potomac	23231 Potomac	
Greenbriar Estates Subdivision		
35561 Lark Harbor	35553 Lark Harbor	35557 Lark Harbor
35551 Lark Harbor	35555 Lark Harbor	35559 Lark Harbor
Freedom Square Apartments		
34764 Freedom	34872 Freedom	34848 Freedom
34792 Freedom	34900 Freedom	34848 Freedom
34826 Freedom		

City of Farmington Master Meters Not In Service:

None.

EXHIBIT-A FA-01 FARMINGTON NORTH OF EIGHT MILE RD. CITY OF FARMINGTON



FA-CITY OF FARMINGTON
OWNERSHIP AND MAINTENANCE
FT-CITY OF FARMINGTON HILLS
OWNERSHIP AND MAINTENANCE
LV-CITY OF LIVONIA
OWNERSHIP AND MAINTENANCE

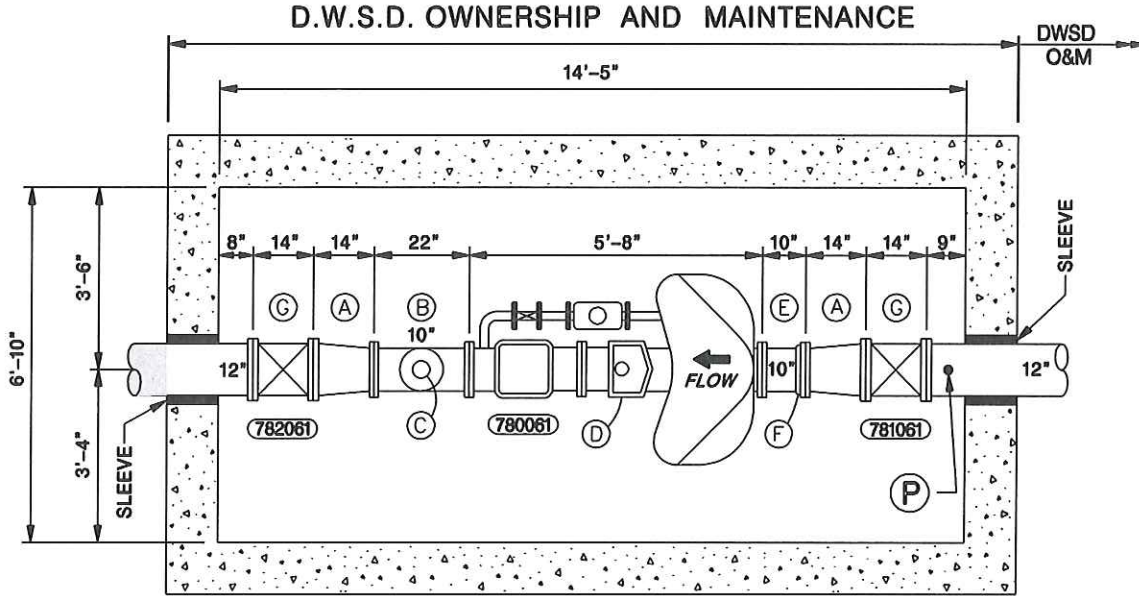
SITE PLAN
NOT TO SCALE



LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.

FA
01

EXHIBIT-A FA-01 FARMINGTON NORTH OF EIGHT MILE RD. CITY OF FARMINGTON



METER PIT DETAIL

NOT TO SCALE



LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	2	FLGD. CONCENTRIC REDUCERS, D.I., 14" F-F	12" x 10"
B	1	FLGD. TEST TEE, D.I., 11" C-F	10" x 4"
C	1	TEST TEE ASSEMBLY W/ 3" x 9" COMPANION FLANGE	-
D	1	FLGD. FIRELINE COMPACT METER, W5500, 68" F-F	10" x 2"
E	1	F-PE PIPE, D.I.	10"
F	1	'MEGALUG' FLANGE ADAPTER	10"
G	2	GATE VALVE	12"

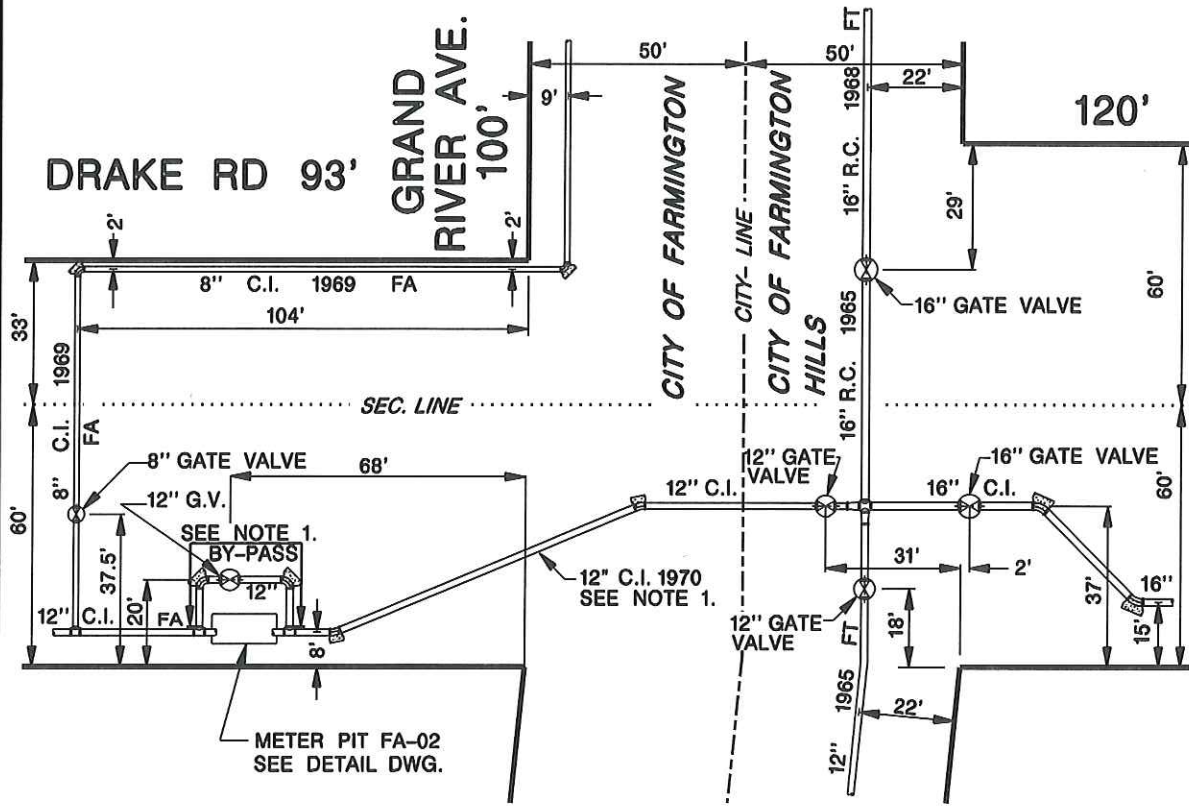
CITY OF FARMINGTON O&M	
TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

(P) -UPSTREAM PRESSURE TRANSMITTER,
DWSO OPERATION AND MAINTENANCE

ADDRESS _____ 20750 FARMINGTON
 FEED TO _____ CITY OF FARMINGTON
 FEED FROM _____ 54" D.W.S.D. TRANSMISSION MAIN
 TYPE OF METER _____ SENSUS TURBO
 SIZE OF METER _____ 10" x 2"
 METER NUMBER _____ 10") 1566341 & 2") 1566104
 DATE METER SET _____ 4 /26 /1999
 METER PIT CONST & SIZE _____ 14'-5" x 6'-10" I.D. REINF. CONCRETE
 GATE BOOK _____ W-1264
 FIELD BOOK _____ F.B. 1965-F-55
 REMARKS _____ UPDATED 11 /2003

FA
01

EXHIBIT-A FA-02 GRAND RIVER AND DRAKE CITY OF FARMINGTON



NOTE:
1. OWNERSHIP, OPERATION, AND MAINTENANCE IS NOT DWSD'S.

SITE PLAN

NOT TO SCALE



FA-CITY OF FARMINGTON
OWNERSHIP AND MAINTENANCE

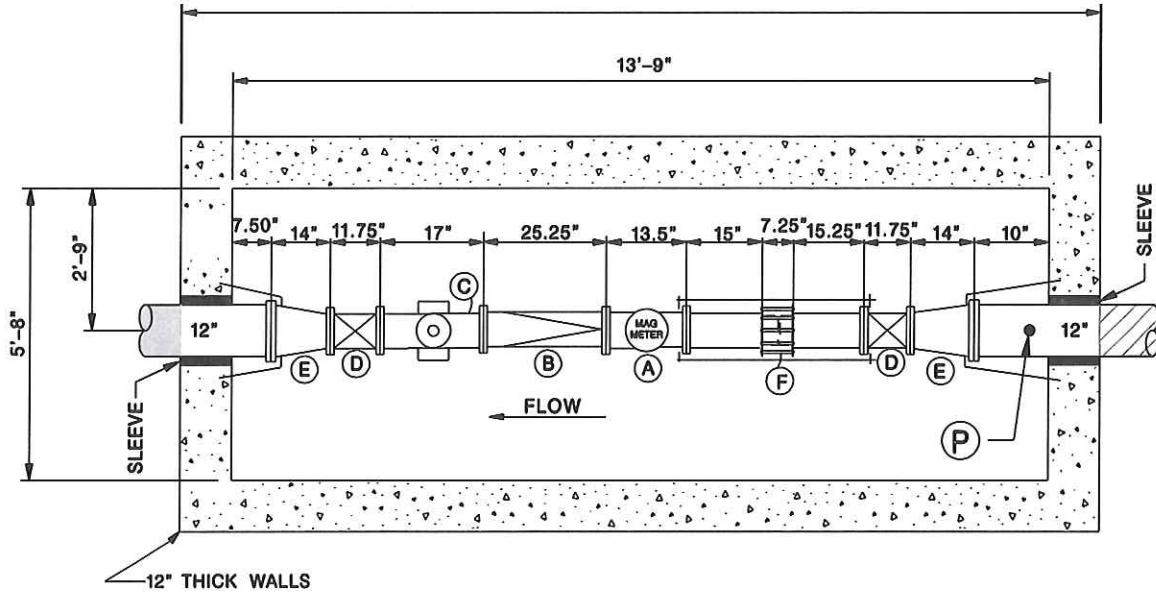
FT-CITY OF FARMINGTON HILLS
OWNERSHIP AND MAINTENANCE

LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.

FA
02

EXHIBIT-A FA-02 GRAND RIVER AND DRAKE CITY OF FARMINGTON

D.W.S.D. OWNERSHIP AND MAINTENANCE



METER PIT DETAIL

NOT TO SCALE

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	1	ABB MAG METER	8"
B	1	CHECK VALVE	8"
C	1	STEEL TEST TEE	8"x8"x3"
D	2	GATE VALVE (CCW TO OPEN)	8"
E	2	REDUCER	12"x8"
F	1	MECHANICAL COUPLING	8"

	CITY OF FARMINGTON O&M
	OWNERSHIP, OPERATION, AND MAINTENANCE IS NOT DWSD'S.

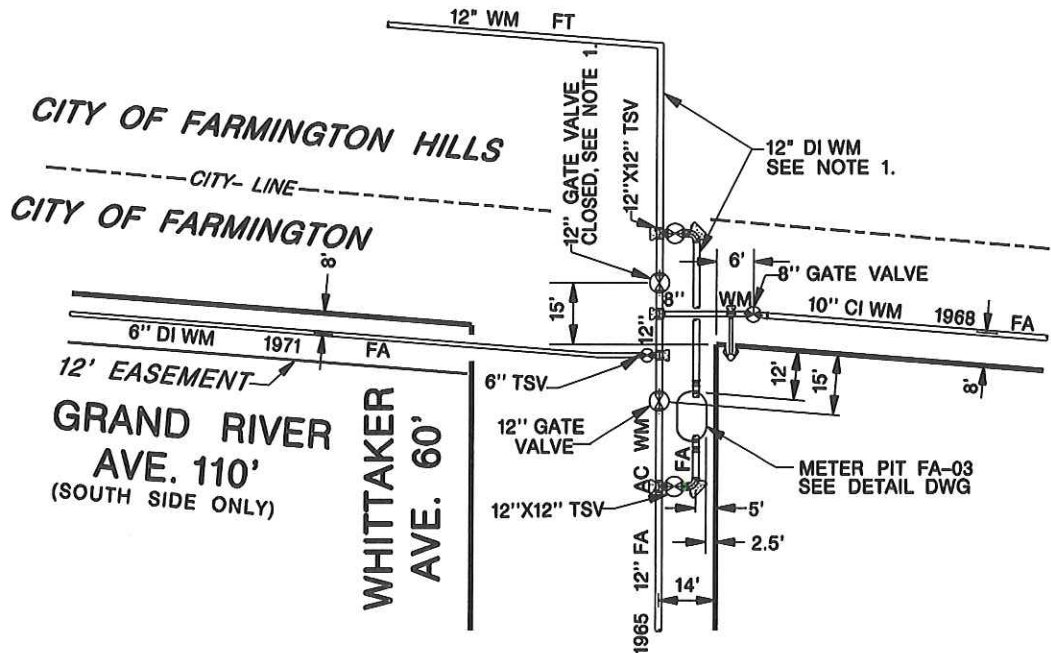
TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

(P) -UPSTREAM PRESSURE TRANSMITTER, DWSD OWNERSHIP AND MAINTENANCE

ADDRESS _____ 35365 GRAND RIVER
 FEED TO _____ CITY OF FARMINGTON
 FEED FROM _____ 12" CITY OF FARMINGTON HILLS
 TRANS. MAIN, DEDUCT.
 TYPE OF METER _____ ABB MAG METER
 SIZE OF METER _____ 8"
 METER NUMBER _____ 0018964
 DATE METER SET _____ 17 JUNE 2010
 METER PIT CONST & SIZE _____ 13'-9" x 5'-8" I.D. REINF. CONCRETE
 GATE BOOK _____ NONE
 FIELD BOOK _____
 REMARKS _____

FA
02

EXHIBIT-A FA-03 WHITTAKER SOUTH OF GRAND RIVER CITY OF FARMINGTON



SITE PLAN
NOT TO SCALE



FA-CITY OF FARMINGTON
OWNERSHIP AND MAINTENANCE

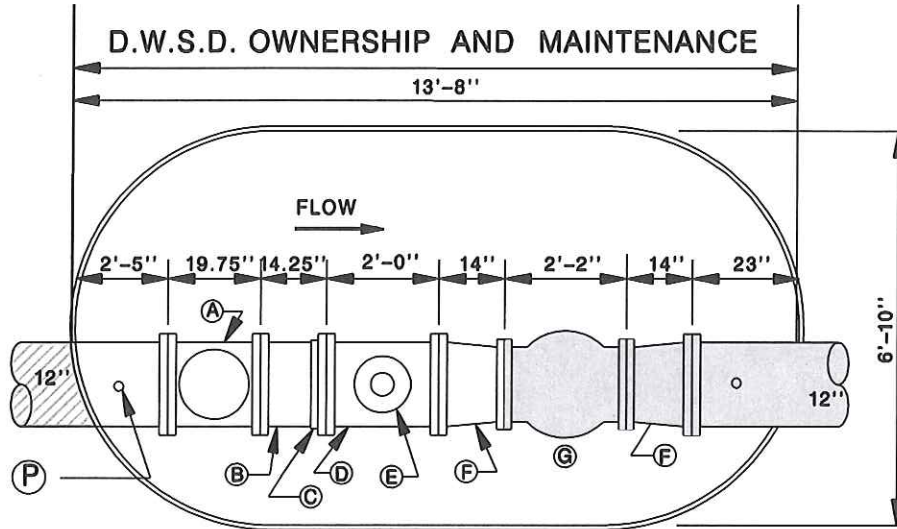
FT-CITY OF FARMINGTON HILLS
OWNERSHIP AND MAINTENANCE

NOTE:
1. OWNERSHIP, OPERATION, AND
MAINTENANCE IS NOT DWSD'S.

LOCATIONS SUBJECT
TO VERIFICATION IN
THE FIELD.

FA
03

EXHIBIT-A FA-03 WHITTAKER SOUTH OF GRAND RIVER CITY OF FARMINGTON



METER PIT DETAIL
NOT TO SCALE

LEGEND			
TAG	QTY.	DESCRIPTION	SIZE
A	1	FLCD MAGNETIC FLOW METER	12"
B	1	2.25" F-PE PIPE DI	12"
C	1	'MEGALUG' FLANGE ADAPTER	12"
D	1	FLGD. TEST TEE D.I. C-F	12"X4"
E	1	TEST TEE ASSEMBLY w/3"x9" OD COMPANION FLG	-
F	2	FLED. ECCENTRIC REDUCERS D.I 14" F-F	12"X10"
G	1	PRV (NO INFORMATION)	-

OWNERSHIP, OPERATION, AND MAINTENANCE IS NOT DWSD'S.
 CITY OF FARMINGTON O&M

TYPICAL PRESSURE LOSS THRU METER	
METER TYPE	P.S.I. LOSS
VENTURI	1 TO 2
MAG	0
TURBINE	4 - 6

NOTE: DWSD IS RESPONSIBLE FOR MAINTENANCE OF METER PIT VAULT STRUCTURE INCLUDING LIGHTING AND INSTRUMENTATION.

NOTE: FARMINGTON WILL CONTINUE TO MAINTAIN SUMP PUMP

(P) - UPSTREAM PRESSURE TRANSMITTER, DWSD OPERATION AND MAINTENANCE

ADDRESS _____	NO ADDRESS
FEED TO _____	CITY OF FARMINGTON
FEED FROM _____	12" CITY OF FARMINGTON HILLS, DEDUCT.
TYPE OF METER _____	ABB MAG
SIZE OF METER _____	12"
METER NUMBER _____	V/34928/1/1
TYPE OF PRV _____	
SIZE OF PRV _____	
METER SET DATE _____	JUNE 12 2008
METER PIT CONST & SIZE _____	13'-8" X 6'-10" STEEL VAULT
GATE BOOK _____	NONE
FIELD BOOK _____	
REMARKS _____	

FA
03

SECOND AMENDED EXHIBIT B

Projected Annual Volume and Minimum Annual Volume (Table 1)
Pressure Range and Maximum Flow Rate (Table 2)
Flow Split Assumptions (Table 3)
Addresses for Notice (Table 4)

Table 1 and Table 2 set forth the agreed upon Projected Annual Volumes, Minimum Annual Volumes, Pressure Ranges and Maximum Flow Rates for the term of this Contract provided that figures in bold type face are immediately enforceable pursuant to the terms of Section 5.07 and italicized figures are contained for planning purposes only but will become effective absent the negotiated replacements anticipated in Section 5.07.

The approximate rate of flow by individual meter set forth in Table 3 is the assumption upon which the Pressure Range commitments established in Table 2 have been devised. Should Customer deviate from these assumptions at any meter(s), the Board may be unable to meet the stated Pressure Range commitments in this Contract or in the contract of another customer of the Board and Section 5.08 of this Contract may be invoked.

SECOND AMENDED EXHIBIT B

Table 1
Projected Annual Volume and Minimum Annual Volume

Fiscal Year Ending June 30	Projected Annual Volume (Mcf)	Minimum Annual Volume (Mcf)
2009	65,000	32,500
2010	65,000	32,500
2011	53,700	26,850
2012	53,700	26,850
2013	53,700	26,850
2014	53,700	26,850
2015	55,000	27,500
2016	55,000	27,500
2017	55,000	27,500
2018	55,000	27,500
2019	55,000	27,500
2020	<i>55,000</i>	<i>27,500</i>
2021	<i>55,000</i>	<i>27,500</i>
2022	<i>55,000</i>	<i>27,500</i>
2023	<i>55,000</i>	<i>27,500</i>
2024	<i>55,000</i>	<i>27,500</i>
2025	<i>55,000</i>	<i>27,500</i>
2026	<i>55,000</i>	<i>27,500</i>
2027	<i>55,000</i>	<i>27,500</i>
2028	<i>55,000</i>	<i>27,500</i>
2029	<i>55,000</i>	<i>27,500</i>
2030	<i>55,000</i>	<i>27,500</i>
2031	<i>55,000</i>	<i>27,500</i>
2032	<i>55,000</i>	<i>27,500</i>
2033	<i>55,000</i>	<i>27,500</i>
2034	<i>55,000</i>	<i>27,500</i>
2035	<i>55,000</i>	<i>27,500</i>
2036	<i>55,000</i>	<i>27,500</i>
2037	<i>55,000</i>	<i>27,500</i>
2038	<i>55,000</i>	<i>27,500</i>
2039	<i>55,000</i>	<i>27,500</i>

SECOND AMENDED EXHIBIT B

Table 2
Pressure Range and Maximum Flow Rate

Calendar Year	Pressure Range (psi)		Pressure Range (psi)		Pressure Range (psi)		Maximum Flow Rate (mgd)	
	Meter FA-01		Meter FA-02 (deduct)		Meter FA-03 (deduct)		Max Day	Peak Hour
	Min	Max	Min	Max	Min	Max		
2009	48	73	NA	NA	NA	NA	2.63	3.66
2010	48	73	NA	NA	NA	NA	2.60	3.50
2011	48	73	NA	NA	NA	NA	2.25	2.45
2012	48	73	NA	NA	NA	NA	2.25	2.45
2013	48	73	NA	NA	NA	NA	2.25	2.45
2014	48	73	NA	NA	NA	NA	2.25	2.45
2015	48	73	NA	NA	NA	NA	2.25	2.45
2016	48	73	NA	NA	NA	NA	2.25	2.45
2017	48	73	NA	NA	NA	NA	2.25	2.45
2018	48	73	NA	NA	NA	NA	2.25	2.45
2019	48	73	NA	NA	NA	NA	2.25	2.45
2020	48	73	NA	NA	NA	NA	2.25	2.45
2021	48	73	NA	NA	NA	NA	2.25	2.45
2022	48	73	NA	NA	NA	NA	2.25	2.45
2023	48	73	NA	NA	NA	NA	2.25	2.45
2024	48	73	NA	NA	NA	NA	2.25	2.45
2025	48	73	NA	NA	NA	NA	2.25	2.45
2026	48	73	NA	NA	NA	NA	2.25	2.45
2027	48	73	NA	NA	NA	NA	2.25	2.45
2028	48	73	NA	NA	NA	NA	2.25	2.45
2029	48	73	NA	NA	NA	NA	2.25	2.45
2030	48	73	NA	NA	NA	NA	2.25	2.45
2031	48	73	NA	NA	NA	NA	2.25	2.45
2032	48	73	NA	NA	NA	NA	2.25	2.45
2033	48	73	NA	NA	NA	NA	2.25	2.45
2034	48	73	NA	NA	NA	NA	2.25	2.45
2035	48	73	NA	NA	NA	NA	2.25	2.45
2036	48	73	NA	NA	NA	NA	2.25	2.45
2037	48	73	NA	NA	NA	NA	2.25	2.45
2038	48	73	NA	NA	NA	NA	2.25	2.45

SECOND AMENDED EXHIBIT B

Table 3
Flow Split Assumptions

Meter	Assumed Flow Split (2014-2018)
FA-01	50 – 70 %
FA-02	25 – 60 %
FA-03	10 – 40 %

Table 4
Addresses for Notice

If to the Board:	If to Customer:
Director Detroit Water and Sewerage Department 735 Randolph Detroit, Michigan 48226 Attention: General Counsel	City Manager City of Farmington 23600 Liberty Street, PO Box 9002 Farmington, Michigan 48335 Cc: Superintendent of Public Works 33720 West Nine Mile Road Farmington, Michigan 48335

**Farmington City Council
Staff Report**

Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1437)**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve Construction Estimate #7 for the 2013 Streetscape & Utilities Improvements and Change Order #4

Requested Action:

Move to approve construction estimate #7 with Warren Contractors in the amount of \$238,037.20 and approve change order #4 reducing the contract amount by \$22,859.48.

Background:

At the March 18, 2013 meeting, the City Council approved a construction contract with Warren Contractors in the amount of \$1,988,168.20 for the Grove Street Project and the Warner/Oakland Street Project. Attached is construction estimate #7 for the project in the amount of \$38,037.20 for work completed through December 9, 2013. Most of the payment is for work associated with the Warner/Oakland segment of the project.

Change Order #4 reduced the contract amount by \$22,859.48. The change order represents numerous changes throughout the project as well as balancing contract unit amounts to actual field verification.

The City engineer's Orchard Hiltz & McCliment (OHM) have reviewed the construction estimate recommends approval.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending



ARCHITECTS. ENGINEERS. PLANNERS.
December 9, 2013

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

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

Dear Mr. Eudy:

Enclosed are Construction Estimate No. 7 with the Contractor's Declaration and three copies of Change Order No. 4 for the referenced project. We would recommend approval of this Change Order. If you concur, please sign all three copies, retain one copy for your files and return the other two copies to OHM for further processing.

Warren Contractors & Development Inc. has completed the work shown on the attached construction estimate for the period ending December 9, 2013 and we would recommend payment to the Contractor in the amount of \$238,037.20.

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

Breakdown by Category:

Category – Grove Street: General	\$0.00
Category – Grove Street: Water Main	\$0.00
Category – Grove Street: Paving	\$11,130.78
Category – Grove Street: Streetscape	<u>\$45,084.72</u>
Grove Street Total this Estimate:	\$56,215.50
Category – Warner St. & Oakland Ave: General	\$285.46
Category – Warner St. & Oakland Ave: Water Main	\$0.00
Category – Warner St. & Oakland Ave: Sanitary	\$21,258.25
Category – Warner St. & Oakland Ave: Paving	\$76,744.65
Category – Warner St. & Oakland Ave: Streetscape	<u>\$83,533.34</u>
Warner St. & Oakland Ave Total this Estimate:	\$181,821.70

Sincerely,
OHM Advisors



Gary M. Smolinski
Construction Manager

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

P:\0101_0125\0111110161_Warner Street_Oakland Estimate_CONST\Estimates_Co\Estimates\No.7\Estimate No.7_CO No.4.docx

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

Attachment: Construction Estimate #7 (1437 : Consideration to Approve Construction Estimate #7)



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: 4
Date: 12/05/2013
Print Date: 12/06/2013 14:30:43
Job Numbers: 0111-07-0063
0111-11-0163

PROJECT: Farmington - 2013 Streetscape & Utility Improvements

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

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

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.

Table with 2 columns: Description and Amount. Rows include: THE CONTRACT AMOUNT SHALL BE CHANGED BY THE SUM OF: \$(22,859.48); Original Contract Amount: \$1,988,168.20; Contract Amount Including Previous Change Orders: \$1,952,008.06; Amount of this Change Order: \$(22,859.48); REVISED CONTRACT AMOUNT: \$1,929,148.58

Accepted By: [Signature]
Warren Contractors & Development, Inc.

Date: December 6, 2013

Prepared By: [Signature]
Gary Smolinski, Construction Manager, Orchard, Hiltz & McCliment, Inc.

Date: 12/9/13

Approved By: [Signature]
Chuck Eudy, DPW Superintendent, City of Farmington

Date: 12/9/13



CONSTRUCTION ESTIMATE

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

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

PROJECT: Farmington - 2013 Streetscape & Utility Improvements

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

Estimate Number: 7
 Period End Date: 12/09/2013 08:31:00

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

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

Estimate Status: Approved
 Contract Start Date: 05/02/2013
 Contract End Date: 10/15/2013
 Contract Duration: 166 days

STATUS: Behind Schedule 14 Days

Print Date: 12/09/2013 09:32:57

*Retainage: Lump Sum

Original Contract Amount:	\$1,988,168.20	A) Changes due to CO No. 1 :	(\$36,583.69)	Earnings this Period:	\$238,037.20
Change Orders:	(\$59,019.62)	B) Changes due to CO No. 2 :	\$507.81	Earnings to Date:	\$1,649,827.64
Current Contract Amount:	\$1,929,148.58	C) Changes due to CO No. 3 :	(\$84.26)	Previous Retainage:	\$70,589.52
		D) Changes due to CO No. 4 :	(\$22,859.48)	Retainage this Estimate:	\$0.00
			<u>\$(59,019.62)</u>	Less Total Retained to Date (Lump Sum):	\$70,589.52
				Net Earned:	\$1,579,238.12
				Previous Estimates:	\$1,341,200.92
				Amount Due Contractor:	<u>\$238,037.20</u>

Prepared By: *Gary Smolinski*
 Gary Smolinski, Construction Manager, Orchard, Hiltz & McCliment, Inc.

Date: 12/9/13

Approved By: *Chuck Eudy*
 Chuck Eudy, DPW Superintendent, City of Farmington

Date: 12/9/13

**Farmington City Council
Staff Report**
Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1438)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve Construction Estimate #6 (Final) for Drakeshire Center Improvements Project

Requested Action:

Move to approve construction estimate #6 (Final) with Richard Hyman Builders in the amount of \$35,805.25 for the Drakeshire Center improvements.

Background:

City Administration is requesting approval of construction estimate #6 in the amount of \$35,805.25. Attached is construction estimate #6 which closes the project. The contractor, architect, and property owner have addressed punch list items and this represents final payment.

The City Council originally approved a contract with Richard Hyman Builders at the October 29, 2013 special meeting in the amount of \$335,600 for the improvements at the Drakeshire Shopping Center. Subsequent change orders have been approved which increases the contract amount to \$346,399.00.

The improvements are part of a consent agreement with the property owner to abate a nuisance dealing with the building façade. As part of this project, the City retained the services of Siegal Toumalla Architects to oversee the construction phase of this project. The property owners, DIC Properties LLC, are involved with the project as well.

It should be noted that the agreement with DIC Properties included language that if the final project amount exceeded the special assessment bonds amount, they would be required to provide the balance. Based on the tight original budget and subsequent change orders, the City will be invoicing DIC for an additional \$19,000+ to close out the project from the City's standpoint. DIC is aware that a final invoice will be submitted by the City.

Agenda Review
Review:
Vincent Pastue **Pending**
City Manager **Pending**
City Council Pending

Richard M. Hyman Builders, Inc.

6400 Farmington Road, Suite 114
West Bloomfield, MI 48322

Invoice

DATE	INVOICE NO.
10/1/2013	2592

BILL TO
D.I.C. Properties, LLC 24383 Millcreek Ct. Farmington Hills, MI 48336

PROJECT ADDRESS
Drakeshire Plaza Facade Renovation 35,103 Grand River Ave. Farmington, MI

P.O. NO.	JOB NO.
	12204

ITEM	DESCRIPTION	AMOUNT
Base Contract	Draw #6-Billing remainder of project Contract including retention.	35,805.25
Total		\$35,805.25

Phone #	Fax #
(248) 788-0100	(248) 788-2130

Attachment: Construction Estimate #6 (1438 : Consideration to Approve Construction Estimate #6)

**Farmington City Council
Staff Report**

Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1439)**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve Civic Theater Rental Agreement with Third New Hope Baptist Church

Requested Action:

Move to approve Civic Theater rental and authorize the City Attorney to prepare an agreement with Third New Hope Baptist Church based on the terms presented.

Background:

Civic Theater General Manager, Scott Freeman, has negotiated a one-year rental agreement with Third New Hope Baptist Church for each Sunday, beginning January 5, 2014 through December 28, 2014. The rental would be for the lower theater from 8:00 a.m. to noon. The rental amount is \$350/week.

City Administration is recommending approval and authorizing the City Attorney to prepare a lease agreement based on the general terms specified. Other conditions will include responsibilities for each of the parties, termination clauses, and other items generally found in a rental agreement.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

**Farmington City Council
Staff Report**
Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1440)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve Farmington Farmers and Artisans Market General Manager Agreement

Requested Action:

Move to approve a two-year agreement with Walt Gajewski to serve as the Farmington Farmers and Artisans Market General Manager.

Background:

As part of the organizational restructuring involving the Downtown Development Authority and the establishment of the Economic and Community Development Department, some activities and events previously managed by the DDA have changed. One of these involves the Farmers and Artisans Market. Given that the Market has evolved more into a community event as opposed to an activity to broadly benefit downtown merchants, City Administration feels it is appropriate that this fall under the purview of the City.

As a result, beginning in 2014, the City will oversee operations for the Market. Walt Gajewski has been contracted by the DDA as Market Master for the last couple of years. The agreement is similar to the one for Scott Freeman as the Civic Theater General Manager, and incorporates the scope of work from the DDA Agreement. It should be noted that the DDA staff provided support to the market in the past. That will no longer be the case; Mr. Gajewski will be responsible for all facets of the market including promotions and advertising. Listed below are the major aspects of the agreement. Mr. Gajewski requested that this agreement be with his corporation: Wing Walker Inc., of which he is president.

1. General Manager duties - Specified in Exhibit A
2. Term - Two years beginning January 1, 2014 with the option for two one-year renewals. Also contains provisions for either party to terminate the agreement
3. Compensation
 - \$24,000 annual base salary
 - \$100/month technology allowance
 - 20% profit incentive
4. Independent Contractor Status
5. Annual Performance Evaluation
6. Hours of Work - Work as necessary to meet scope of work specified in Exhibit A.
7. Insurance and Indemnification

8. Other Terms and Conditions - This section essentially specifies you must follow community standards and city ordinances. It also contains a no-compete provision as well. There is also a provision that allows for a separate letter of understanding for additional work. For example, this would include Mr. Gajewski coordinating the activities for the 2014 Harvest Moon activities.

9. Notices

10. General Provisions

- Effective Date: January 1, 2014
- Confidentiality
- Severability
- Assignment

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

**CITY OF FARMINGTON
FARMINGTON FARMERS AND ARTISANS MARKET
GENERAL MANAGER SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of January, 2014, by and between the City of Farmington, a Michigan Municipal Corporation, hereinafter referred to as the "City," whose address is 23600 Liberty Street, Farmington, MI 48335, and Wing Walker, Inc., a Michigan corporation, whose address is 34002 Shiawassee, Farmington, MI 48335, hereinafter referred to as the "Contractor," both of who understand as follows:

RECITALS:

City desires to retain the services of Contractor as General Manager of the Farmington Farmers and Artisans Market, hereinafter referred to as the "Market", and to establish certain compensation, conditions of service, and working conditions for Contractor; and

Contractor desires to provide services as the General Manager of the Farmington Farmers and Artisans Market.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows.

Section 1. Duties

The City agrees to engage the services of Contractor as the General Manager of the Market to perform the functions and duties specified in the Scope of Services attached as Exhibit A hereto and incorporated herein, and to perform such other legally permissible and proper duties and functions as the General Manager of the Market shall from time to time assign.

Section 2. Term

The term of this Agreement shall be two years from the date set forth above, and shall renew automatically for two successive one-year periods unless either party provides notice at least 90 days prior to the expiration of that term. Either party may terminate this Agreement upon ninety (90) days written notice to the other party. Alternatively, the City may terminate the Agreement at any time for cause, including, but not be limited to, the inability of Contractor to perform the Work required in the Scope of Services, conviction of a felony by any representative of Contractor, or the scheduling, display, presentation, or promotion of events, programs, or vendors which are not in

accordance with the community standards of the City.

In the event of termination, Contractor shall be paid as compensation in full for services performed to that date an amount calculated in accordance with Section 3, below. Such amount shall be paid by the City upon Contractor's delivering or otherwise making available to the City all documents, equipment, property and such other information or materials as may have been accumulated by Contractor in performing the services included in this agreement, whether completed or in progress.

Section 3. Payment for Services

A. *Base Payment.* The City agrees to pay Contractor for its services rendered pursuant to this Agreement the amount of Twenty-Four Thousand Dollars (\$24,000) per year, payable in monthly installments of Two Thousand (\$2,000.00) Dollars on the ____ day of each month.

B. *Technology Allowance.* Contractor will receive \$100/month allowance to defray the cost of a cell phone and/or personal communication device. Contractor shall be responsible for all expenses and services associated with the cell phone and/or portable communication device.

C. *Incentive Payment.* Contractor shall also receive an incentive payment for producing a profitable operation in the form of 20% of any profits realized by the City with respect to the Market from January 1, through the following December 31, and for each successive full one-year period thereafter for which the Contract is in place. Such amount shall be payable on December 31, provide the Contract has not been terminated by either party provided above. "Profits" shall be the amount remaining from the sum of all "Revenues" after subtracting the sum of all "Expenditures" from the Revenues. The following fees and amounts shall be included as *Revenues*:

All vendor space rentals and charges; sponsorships; marketing promotions; grants; merchandise sales; and amounts received from other related programs and activities.

The following costs shall be included as *Expenditures*:

All expenses related to the employment agreement; supplies and products; advertising; promotional items; entertainment; subscriptions; memberships; training and professional development; travel in accordance with city policies; subcontractors to perform specified duties on behalf of the Market; hourly rates for City Department of Public Works personnel to perform repairs and maintenance; and, other contractual services.

Expenditures shall not include:

Major capital improvements or capital maintenance items involving the pavilion or Riley Park; major equipment purchases exceeding \$1,000 such as computer systems, or audio systems.

Section 4. Independent Contractor

A. In the performance of this Contract, the relationship of Contractor to the City shall be that of an independent contractor and not that of an employee or agent of City. Contractor is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract..

B. Contractor, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the City or to make any representations to third parties that are binding upon the City; provided, however, that Contractor may enter into rental agreements utilizing a form of agreement provided by the city and within terms authorized by the City Manager, and agreements for promotional or special events upon notice to the City Manager and for amounts less than \$1,000.00.

C. Except as may be specifically stated and agreed to in Exhibit A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the City in advance.

Section 5. Performance Evaluation

City shall annually review and evaluate the performance of Contractor, on a date to be set by the City and pursuant to the evaluation criteria set forth in the Scope of Services attached as Exhibit A hereto.

Section 6. Hours of Work

The Contractor shall work all hours reasonably necessary to manage the Market operation in accordance with the activities described in the Scope of Work attached as Exhibit A hereto.

Section 7. Insurance and Indemnification

The City agrees to defend, pay on behalf of, indemnify, and hold harmless Contractor for any and all claims, demands, suits or losses which may be asserted or claimed against him while acting only within the Scope of Work as set forth herein. This

agreement **does not apply** to any other work or job performed by Contractor for any other governmental entity, corporation, partnership, business venture, or self-employment opportunity. The City shall have no duty to indemnify and hold harmless Contractor for any loss, claim or other liability that is the result of the Contractor's sole negligence or of its wrongful act or acts. Contractor shall indemnify and hold harmless the City for liability that is the result of the Contractor's sole negligence or of its wrongful act or acts.

Section 8. Other Terms and Conditions

A. Contractor acknowledges that the Farmington Farmers and Artisans Market as a publicly-owned event and that the programs, rentals, and events conducted or presented at or by the Market shall be in accordance with the community standards of the City in the City's discretion.

B. Contractor acknowledges that all rentals and uses of the Market shall comply with the Farmington Zoning Ordinance and applicable code and ordinance provisions.

C. The City, in consultation with the Contractor, shall fix any such other terms and conditions of service, as it may determine from time to time related to the performance of Contractor, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or the Scope of Services set forth in the Agreement.

D. Upon completion or termination of this agreement, Contractor for a one year period thereafter shall not engage in managing, operating, or organizing a similar farmers and artisans market within a fifteen (15) mile radius of Downtown Farmington without prior consent of the City of Farmington.

E. Upon mutual agreement of the City and Contractor, the parties may enter into a letter of understanding for additional services outlining the scope of service to be performed, compensation, and other relevant considerations.

Section 9. Notices

Notices pursuant to this Agreement shall be given by first-class mailing with the United States Postal Service, postage prepaid, addressed as follows:

- (1) City Manager, 23600 Liberty Street, Farmington, MI 48335; and
- (2) Walter A. Gajewski, 34002 Shiawassee Road, Farmington, MI 48335.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be

deemed given as of the date of personal service or as of the date of first-class mailing of such written notice with the United States Postal Service.

Section 10. General Provisions

A. The text herein shall constitute the entire agreement between the parties. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties with respect thereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Contractor.

C. A waiver by City of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

D. This Agreement shall become effective January 1, 2014.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

F. Contractor agrees to submit appropriate documentation for expenses to be reimbursed pursuant to this Agreement.

G. Confidentiality.

(1) The Contractor agrees that he will not, at any time during the term of employment or thereafter, disclose or use any trade secret, proprietary or confidential information of the City or any subsidiary or affiliate of the City, obtained during the Contract, except as required pursuant to the Contract or with the written permission of the City or, as applicable, any subsidiary or affiliate of the City.

(2) The Contractor agrees that at the time of the termination of this Contract with the Contractor, whether at the instance of the Contractor or the City, and regardless of the reasons therefore, he will deliver to the City, and not keep or deliver to anyone else, any and all notes, files, memoranda, papers and,

in general, any and all physical matter containing information, including any and all documents significant to the conduct of the business of the City or any subsidiary or affiliate of the City which are in his possession, including, contact lists and information and similar items compiled during the course of his employment.

(3) The Contractor agrees that the City’s remedies at law would be inadequate in the event of a breach or threatened breach of this Confidentiality provision, and, accordingly, the City shall be entitled, in addition to its rights at law, to an injunction and other equitable relief without the need to post a bond.

H. The City, in its sole discretion, may agree to assign this Agreement if requested by Contractor.

IN WITNESS WHEREOF, the City of Farmington has caused this Agreement to be signed and executed on its behalf by the City Manager, and Contractor has signed and executed this Agreement, both in duplicate, the day and year first above written.

**THE CITY OF FARMINGTON, a Michigan
Municipal Corporation**

By: Vincent D. Pastue
Its: City Manager

**WING WALKER, INC., a Michigan
corporation**

By: Walter A. Gajewski
Its: President

Attachment: Farmers Market Agreement-clean (1440 : Consideration to Approve Farmington Farmers and Artisans Market General Manager

EXHIBIT A SCOPE OF SERVICES

The General Manager is responsible for all aspects of the Farmington Farmers and Artisans Market operations. The duties and responsibilities shall include, but not limited to, the following:

Planning and Communications

1. Plan, prepare, and present an annual schedule for the Market to the City Council for approval by the end of January for the upcoming year. Said schedule shall include proposed dates to begin and end the market, starting time and ending time for each market day, area in which market activities will take place, marketing plan, and any proposed special programs and events.
2. Develop marketing and promotional material for the Market along with a plan to disseminate material. All marketing and promotional materials shall be consistent with the City logo, tag lines, or shall be pre-approved by the City Manager prior to use.
3. Recruit vendors to participate in the Market, individuals or businesses to provide selected displays and demonstrations, secure and coordinate entertainment.
4. Recruit, train, supervise, schedule, discipline as necessary, all volunteers associated with the operation of the Market in accordance with City personnel policies and procedures.
5. Maintain positive working relations via on-going communications involving vendors, local businesses, volunteers, city staff, and other Market stakeholders.
6. Maintain up-to-date Market presence on the Internet.
7. Focus on continual improvement of market layout and flow of pedestrian traffic for optimal shopping experience.

Administration and Reporting

1. Maintains appropriate paperwork and databases associated with vendor rentals, assigns vendor spaces, collects daily rental fees, issues receipts as appropriate, and track payments; delivers collected fees to the City Treasurer's Office on a weekly basis. Electronic databases need to be submitted to City Manager's office at proper intervals in order to ensure latest versions are held in City files.

2. Purchasing of all supplies and products, equipment rentals, and other miscellaneous items in accordance with city purchasing policies and procedures. Coordinate with the City Manager and other designated City officials regarding purchases or contracts exceeding \$1,000 in cost.
3. Coordinate with City officials regarding major repairs and maintenance with the Pavilion and Riley Park such as: electrical, plumbing, heating, roof repairs, pest control, deficiencies with flooring, and other site issues.
4. Coordinate with the City Manager's office any property or liability claims submitted against the Market.
5. Follow all accounting procedures and policies established by the Farmington Treasury Department regarding receipting, collection, and deposit of all revenues generated by the operation of the Market.
6. Review, sign, and submit all invoices and accounts payable in accordance with procedures established by the Farmington Treasury Department.
7. Assist in developing the annual operating budget and monitoring its activity.

Weekly Market Responsibilities

1. Maintains records of market activity and outcomes; conducts periodic surveys of market participants; gathers and reports data related to sales and attendance; prepares a weekly written report on market activity.
2. Oversees the opening and closing of the Market including insuring the market area is properly cleaned at the conclusion of the weekly market or special event in order for the pavilion and park area to be used for the enjoyment of the general public.
3. Insure that all food and alcohol vendors comply with the standards established by the Department of Public Health standards and Michigan Liquor Control Commission, or other regulatory agency and are properly licensed.
4. Maintain quality control through effective communications and proper enforcement of market rules and regulations.
5. Assists with merchandising, special events and entertainment, in conjunction with city staff and Friends of the Market volunteers, as needed.
6. Coordinate "Friends of the Market" volunteers for weekly and special activity needs.

7. Coordinate attendance and participation for: cooking demonstrations, Master Gardeners, Little Sprouts kids area, non-profits, local restaurants and businesses.
8. Track and collect, with volunteer assistance, customer metrics via surveys, attendance counts, and other methods as coordinated with City Manager.
9. Interprets and enforces market rules and regulations as adopted by the Farmington City Council in conjunction with Downtown Development Authority Board of Directors; investigates buyer and seller complaints and mediates disputes; performs customer relations.

**Farmington City Council
Staff Report**

Council Meeting Date:
December 16, 2013

**Reference
Number
(ID # 1441)**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Extend Purchase Agreement with Cypress Partners for Purchase of Old Courthouse Property

Requested Action:
Motion to be presented at the meeting

Background:

The City received a request from Cypress Partners to extend the period for them to submit their planned unit development for an additional 90 days. This would obviously impact other aspects of the agreement. Economic and Community Development Director Kevin Christiansen and City Manager Vince Pastue met with Cypress Partners on Thursday, December 12. They have completed a phase I environmental and are proceeding to a Phase II. They are also in the process of changing architects for this project to be the same as two other projects in southeast Michigan.

City Administration does not have any problems regarding an extension of the time to submit their planned unit development application to the City. They have submitted an amendment to the purchase agreement that will need to be reviewed and approved by the City Attorney.

Agenda Review

Review:
Vincent Pastue Pending
City Manager Pending
City Council Pending