



**Special Study Session City Council Meeting
6:00 PM, MONDAY, OCTOBER 29, 2012
Conference Room A
Farmington City Hall
23600 Liberty St
Farmington, MI 48335**

SPECIAL STUDY SESSION MEETING AGENDA

1. ROLL CALL

Roll Call

2. APPROVAL OF AGENDA

3. DRAKESHIRE SHOPPING CENTER PROPERTY OWNERS PRESENTATION

1. Drakeshire Shopping Center Property Owners Presentation

4. CONSIDERATION TO APPROVE EMPLOYMENT AGREEMENT

1. Approval of Employment Agreement with Kevin Christiansen as Economic and Community Development Director

5. CONSIDERATION TO REVIEW AND ADOPT POLICY REGARDING THE SALE OF THE OLD COURTHOUSE SITE

1. Consideration to Review and Adopt Policy Regarding the Sale of the Old Courthouse Site

6. CONSIDERATION TO ADOPT RESOLUTION OF SUPPORT FOR REGIONAL TRANSIT AUTHORITY

1. Consideration to Adopt Resolution of Support for Regional Transit Authority

7. PUBLIC COMMENT

8. COUNCIL COMMENT

9. CLOSED SESSION - LABOR NEGOTIATIONS AND LAND ACQUISITION

1. CLOSED SESSION - Labor Negotiations and Land Acquisition

10. ADJOURNMENT

**Farmington City Council
Staff Report****Council Meeting Date:**
October 29, 2012**Reference
Number
(ID # 1087)****Submitted by:** Vincent Pastue, Chairperson**Description:** Drakeshire Shopping Center Property Owners Presentation**Requested Action:****Background:****Agenda Review****Review:**

Vincent Pastue Pending

City Manager Pending

City Council Pending

Farmington City Council Staff Report

Council Meeting Date:
October 29, 2012

**Reference
Number
(ID # 1083)**

Submitted by: Vincent Pastue, Chairperson

Description: Approval of Employment Agreement with Kevin Christiansen as Economic and Community Development Director

Requested Action:

Move to approve employment agreement with Kevin Christiansen as Economic and Community Development Director and authorize the City Manager to sign agreement on behalf of the city

Background:

With the recently approved reorganization plan to create an Economic and Community Development Department, I am recommending that the City Council approve an employment agreement with Kevin Christiansen to serve as the new Economic and Community Development Director.

I believe Mr. Christiansen to be the best candidate for this newly created position. He has professionally been involved in the community and economic development field for over 27 years in both a public and private sector capacity. He has almost fifteen years of public community development experience as a community planner and in a consultant capacity. The remainder of his professional experience is the private sector involved with development and redevelopment projects. In addition, he served as President of the Michigan Society of Planning Officials in 2005-06 which is a high honor bestowed by his professional peers and also, to my knowledge, the only private sector individual to serve in this capacity. Mr. Christiansen is currently the Chairperson of the Farmington Planning Commission and has served on the Board of Zoning Appeals. As you can see, he has a strong background in municipal planning, a strong background in private sector development which is an immediate need, and a good understanding and commitment to Farmington. Finally, his involvement with coaching youth sports captures the essence of the Farmington community and spirit: educated, professional, commitment to family, and commitment to community.

The attached employment agreement is identical to mine with a few exceptions. The wage scale is obviously different. The wage starts at a high level but is commensurate with our high expectations; it contains step increases the first three years based on performance evaluations conducted by the City Manager. The agreement has a \$350 monthly allowance for vehicle and cell phone usage. Similar to my agreement and also Treasurer Chris Weber, the City will provide a 12% contribution toward the City's 401(a) plan administered by the ICMA-RC; this is similar to other contribution rates for other defined benefit plans. This is a high level professional position and the candidate has over 25 years of experience, consequently the agreement provides four weeks of vacation leave which I feel is appropriate. All other benefits including health insurance is similar to non-union employees. The agreement specifies that this is an At-will position and contains the same severance provisions found in my employment agreement. The other obvious change is that the Economic and Community Development position reports to the City Manager. I am requesting that the City Council approve the employment agreement effective October 31, 2012.

Other Consideration - If the agreement is approved, Mr. Christiansen would be required to resign from the Planning Commission. Sara Bowman is the Planning Commission Vice Chairperson and

would likely become the Chairperson; she has presided over meetings in the past and did an excellent job.

Attachments

1. Employment Agreement
2. Resume

Agenda Review**Review:**

Vincent Pastue Pending

City Manager Pending

City Council Pending

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of October, 2012, by and between the City of Farmington, a Michigan municipal corporation, hereinafter referred to as the "Employer," and Kevin P. Christiansen, hereinafter referred to as the "Employee," both of who understand as follows:

RECITALS:

Employer desires to retain the services of Employee as Economic and Community Development Director of the City of Farmington, and to establish certain compensation and benefits, conditions of employment, and working conditions for Employee; and

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

Section 1. Duties

The Employer agrees to employ Employee as Economic and Community Development Director of the City of Farmington to perform the functions and duties as outlined Appendix A in the October 8, 2012 City Manager Reorganization Report to the City Council and to perform such other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

Section 2. Term

A. Employee is appointed for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to terminate the services of Employee at any time, with or without cause subject only to the provisions set forth in Section 3, Paragraph A, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time, from his position with Employer, subject only to the provisions set forth in Section 3, Paragraph B, of this Agreement.

C. Employee agrees to remain an exclusive employee of Employer, and agrees not to accept other employment or to become employed by any other employer while this Agreement is in effect. The term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee's time off.

Section 3. Termination and Severance Pay

A. In the event that Employee is terminated by the City Manager, and during such time that Employee is willing and able to perform his duties under this Agreement, then Employer agrees to pay Employee six (6) months' salary and benefits as severance pay. Notwithstanding the foregoing, in the event Employee is terminated because of his conviction of any felony, or any illegal act involving personal gain to him or affecting the performance of his duties under this Agreement, or because of a breach of this Agreement or of the City Charter or

ordinances or regulations adopted by the City Council, then Employer shall have no obligation to pay the aggregate severance pay designated in this paragraph.

Before termination without severance pay as set forth herein, written charges shall be preferred against Employee and he shall have an opportunity to appear before the City Council in his own defense. Employee may be suspended, with pay, by the Employer during such period.

B. In the event Employee voluntarily resigns from his position with Employer, Employee shall give Employer thirty (30) days advance written notice, unless the parties agree otherwise. In the event Employee voluntarily resigns from his position, he shall not be entitled to the severance pay described in Paragraph A, above.

Section 4. Disability

If Employee is permanently disabled or is otherwise unable to perform his duties (with or without reasonable accommodation) because of sickness, accident, injury, mental incapacity, or ill health for a period of four (4) successive weeks beyond any accrued sick leave or paid time off, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 3, Paragraph A. Employee shall be compensated for any accrued sick leave, vacation, holidays, compensatory time, and other accrued benefits pursuant to the City's employee benefits policy in existence at the time this Agreement is terminated.

Section 5. Salary and Benefits

The City agrees to pay Employee for his services rendered pursuant to this Agreement an annual base salary and subsequent increases as provided below. Employee shall be paid in installments at the same time as other general employees of the City are paid.

Start: Eighty Thousand, (\$80,000.00);
 November 1, 2013: Eighty-two Thousand, Two Hundred (\$82,000.00);
 November 1, 2014: Eighty-four Thousand, Six Hundred and fifty (\$84,650.00); and
 November 1, 2015: Eighty-seven Thousand, Four Hundred and fifty (\$87,450.00).
 payable in installments at the same time as other general employees of the City are paid.

Thereafter, the City Manager agrees to review this base salary and/or other benefits of Employee at the same time as the Employee's performance evaluation provided for in Section 6 of this Agreement.

Employer agrees to annually contribute twelve percent (12%) of the Employee's annual compensation to the International City/County Management Association-Retirement Corporation (ICMA-RC) on Employee's behalf, in equal proportionate amounts each pay period, and to execute all necessary agreements provided by the ICMA-RC for Employer's participation in said ICMA-RC deferred compensation plan. Contributions made to the International City/County Management Association-Retirement Corporation as deferred compensation by, or on behalf of, Employee shall be the sole property of the Employee at the time of withdrawal or distribution of these funds in accordance with the agreement between the City and the ICMA-RC and this Agreement.

Employer agrees to provide Employee with the same benefits generally available to other classes of supervisory-level City employees (i.e., department heads) relative to vacation time, sick time, and funeral leave, and health and other such benefits, with the following exceptions:

- (i) Employee shall be credited twenty (20) days of vacation leave annually each July 1st. Employee shall not be entitled to carry forward any unused balance or be compensated for any unused balance.
- (ii) Employee shall be credited twelve (12) days sick time each July 1st. Unused sick leave will follow City policy for non-union employees in accordance with the City Administrative Policy and Procedures.

Employer further agrees to provide Employee with group term-life insurance in the amount of one and one-half (1½) times his annual gross salary.

Employer agrees to provide short and long term disability plan established for non-union employees in accordance with the City Administrative Policy and Procedures Manual.

Employee shall be subject to health insurance plans and caps established for non-union employees and subject to change by the Farmington City Council.

Employer shall contribute \$175/month to the Employee's Health Care Savings Plan Account administered by the Municipal Employee Retirement Systems (MERS).

Section 6. Performance Evaluation

The City Manager shall annually review and evaluate the performance of Employee, on a date to be set by the City Manager.

Section 7. Hours of Work

It is recognized that Employee must devote a substantial amount of time outside the normal office hours to business of the Employer, and to that end Employee shall be allowed to take compensatory time off, as he shall reasonably deem appropriate, during said normal office hours.

Section 8. Outside Activities

Employee shall not spend more than ten (10) hours per week teaching, counseling, or engaging in other non-Employer connected business without the prior approval of the City Council.

Section 9. Automobile and Cell Phone Allowance

Employee shall receive a vehicle allowance of \$350/month paid at the beginning of the month.

Section 10. Dues and Subscriptions

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee that are reasonably necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement and for the good of Employer.

Section 11. Professional Development

Employer hereby agrees to budget for and to pay the travel, subsistence, educational and registration expenses for Employee attendance at one (1) convention, seminar, conference, and/or meeting outside the State of Michigan per year, and for as many conventions, seminars, conferences and meetings within the State of Michigan per year as the Employer deems necessary for training, updates, and/or professional development.

Employee shall provide the City Council with an estimated cost of attending an out-of-state conference at least two months prior to scheduled conference requesting Council approval.

Section 12. General Expenses

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature may be incurred by Employee, and Employer hereby agrees to reimburse or to pay for such reasonable and necessary expenses.

Section 13. Indemnification

Employer shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, and/or any other legal action, lawsuit, and/or claim, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer shall have the authority to compromise and settle any such claim, action, and/or suit and to pay the amount of any settlement or judgment rendered thereon.

Section 14. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15. Other Terms and Conditions of Employment

B. All provisions of the City Charter, City Ordinances, and all regulations, policies, and rules of the Employer relating to the vacation, sick leave, retirement and pension system contributions, deferred compensation, holidays, compensatory time, life insurance, dental insurance, optical reimbursement, medical and hospitalization insurance, and other fringe benefits and working conditions as they would to other department heads of the City, except as otherwise provided herein.

Section 16. 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) Mayor of the City of Farmington, Clerk of the City of Farmington, 23600 Liberty Street, Farmington, MI 48335; and
- (2) Kevin P. Christiansen
- (3) 34390 Oakland Street
- (4) 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 17. General Provisions

A. City Manager shall fix any such other terms and conditions of employment relating to the performance of Employee as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law or ordinance.

B. All provisions of the City of Farmington Personnel Policies, as they now exist or hereafter may be amended, shall apply to Employee as they would to other non-union exempt employees of Employer, unless otherwise provided in this Agreement.

C. The text herein shall constitute the entire agreement between the parties.

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

E. A waiver by Employer of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.

F. This Agreement shall become effective immediately and supersedes any previous employment agreements.

G. 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.

H. Employee agrees to submit appropriate documentation for expenses to be reimbursed pursuant to this Agreement.

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

CITY OF FARMINGTON

By: _____
VINCENT D. PASTUE, City Manager

By: _____
SUSAN K. HALBERSTADT, Clerk

KEVIN P. CHRISTIANSEN

Approved as to form:

THOMAS R. SCHULTZ
City Attorney

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Attachment: Employment Agreement - Kevin P. Christiansen (1083 : Consideration to Approve Employment Agreement)

KEVIN P. CHRISTIANSEN, AICP, PCP

34390 Oakland Street
Farmington, Michigan 48335

(248) 447-2087 (office)
(248) 756-4550 (mobile)
(248) 473-5785 (home)

PROFESSIONAL EXPERIENCE

1/11- **SENIOR PROJECT MANAGER**
Present Atwell, LLC, Two Towne Square, Suite 700
Southfield, Michigan 48076

Senior Project Manager for Atwell, LLC a full service civil engineering and land development consulting firm located in Southeast Michigan. Manager of a variety of residential and renewable energy projects, including wind, solar, bio-fuel and transmission/right-of-way projects. Responsible for project proposals, contracts and agreements, budgets and work deliverables. Clients include local residential development and building companies, and local, regional, national and international renewable energy firms. Responsible for assisting in coordinating the business development activities of the Land Solutions Group within the company's Power and Energy Division.

2/04- **LAND PLANNING AND ENTITLEMENT MANAGER**
1/11 Pulte Homes of Michigan, 100 Bloomfield Hills Parkway, Suite 150,
Bloomfield Hills, Michigan 48304

Manager of land planning and entitlement for the Michigan Division of Pulte Homes, a national residential development and building company located in Southeast Michigan. Responsible for division land and community development plans and proposals. Manager of all aspects of the company's land planning and entitlement activities. Responsible for coordinating final engineering plans for all approved developments and for obtaining all required permits for site development and construction. Coordinate with company development staff on site development of approved and permitted projects. President of the Board of Directors of the division's developer homeowner associations.

6/03- **VICE PRESIDENT OF LAND DEVELOPMENT AND PLANNING**
2/04 Victor International Corporation, 2601 Cambridge Court, Suite 310,
Auburn Hills, Michigan 48326

Vice President of land development and planning for luxury residential and commercial development firm located in Southeast Michigan. Responsible for all

KEVIN P. CHRISTIANSEN, AICP, PCP

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company land and community development plans and proposals. Director of all aspects of the company's land development and planning activities. Led the company planning and development team and provided direct assistance to the Company CEO on all land development issues and company strategic planning goals and objectives.

7/99- **VICE PRESIDENT – DIRECTOR OF DEVELOPMENT,**
6/03 Ivanhoe – Huntley Companies, 7001 Orchard lake Road, Suite 200,
West Bloomfield, Michigan 48322

Director of land development and planning for residential and commercial development and building firm located in Southeast Michigan. Responsible for all aspects of company land development and planning activities. Coordinated with real estate agents, brokers and property owners in the review, analysis and acquisition of property for development. Responsible for obtaining data and other information on various potential and planned development sites and for coordinating with community government officials, staff and consultants on community development plans and regulations. Coordinated with land planners, architects, engineers, surveyors, environmentalists, attorneys and other consultants in the preparation of development proposals and plans. Prepared and filed development applications and fees, development proposals, packages and plans, and graphics and presentation materials related to development proposals and plans with community boards and commissions. Coordinated and attended meetings related to property acquisition, site review and analysis, and development plans and proposals, and made development proposal presentations to community boards and commissions for their review and approval. Responsible for coordinating final engineering plans for all approved developments and for obtaining all required permits for site development and construction. Coordinated with company development staff on site development of approved and permitted projects, including contractor bidding and site construction activities.

6/90- **COMMUNITY DEVELOPMENT PLANNER,** Charter Township of West
7/99 Bloomfield, P.O. Box 250130, 4550 Walnut Lake Road, West
Bloomfield, Michigan 48325-0130

Supervisor of the Community Development Division of the Township's Planning and Environment Department. Responsible for administration and coordination of the activities of the Zoning Board of Appeals and the Planning Commission Amendment Committee, including preparation of public notices, agendas and staff reports,

KEVIN P. CHRISTIANSEN, AICP, PCP

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and attendance at regular and special meetings. Responsible for administration of the Township's Community Development Block Grant (CDBG) program. Responsible for preparation and update of the Township's comprehensive master plan, including geographic information system (GIS) application. Responsible for administration of the Township's zoning ordinance, including zoning variance requests. Conducted research and performed analysis and evaluation of a variety of planning and development requests, including site plan review, subdivision development, land division and other related issues. Prepared and coordinated amendments to the Township's zoning ordinance and subdivision regulations. Administered the Township's sign regulations, including review and field inspection of sign proposals and approval of sign permits.

4/89- **SENIOR PLANNER**, McKenna Associates, Incorporated, 38955 Hills Tech
5/90 Drive, Suite 200, Farmington Hills, Michigan 48331

3/88- **ASSISTANT PLANNER**, McKenna Associates, Incorporated, 38955 Hills
3/89 Tech Drive, Suite 200, Farmington Hills, Michigan 48331

Responsible for preparation of comprehensive master plans, zoning ordinances, subdivision ordinances and community improvement plans for central place cities, suburban and rural communities throughout Michigan. Provided planning and zoning advisory services, including site plan review to clients in the public and private sectors. Prepared and revised planning and zoning regulations and procedures for both cities and townships. Provided required documentation for community development block grant applications, including statistical support materials and analysis of target areas for rehabilitation programs. Prepared commercial and economic development plans, including commercial corridor revitalization studies and downtown development plans. Attended regular and special meetings of city, village and township planning commissions and zoning boards of appeal as both a client representative and project manager.

KEVIN P. CHRISTIANSEN, AICP, PCP

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9/86- **URBAN PLANNER - COMPREHENSIVE**, City of Jacksonville,
2/88 North Carolina, P.O. Box 128, Jacksonville, North Carolina 28541

Responsible for assisting the Planning Director in performing professional level duties related to a wide range of city planning activities. Duties performed included preparing zoning and subdivision ordinance text amendments, annexation reports, legal ads, and public hearing notices; initiating and completing studies related to existing municipal facilities, transportation, recreation, land use, housing, and zoning; preparing technical reports and grant applications; and the development of a master long range general development plan and comprehensive planning program for the city.

9/85- **LAND USE PLANNER**, Southeast Michigan Council of Governments,
9/86 1900 Edison Plaza, 660 Plaza Drive, Detroit, Michigan 48226

Coordinator of the 1985 Current Land Cover/Use Update for the Southeast Michigan Region. Duties performed included: project leader for the current land use inventory; preparation of the methodology and project schedule for the 1985 land use update; providing staff assistance to SEMCOG Data Center land use planning projects; and preparation of technical planning reports.

EDUCATION

Master of Science: Geography, December, 1986
Eastern Michigan University, Ypsilanti, Michigan
Major Concentration: Land Use Analysis and Urban Planning

Bachelor of Science: Geography, June, 1984
Eastern Michigan University, Ypsilanti, Michigan

Zoning Administration Certificate, October, 1986
Institute of Government
The University of North Carolina at Chapel Hill

KEVIN P. CHRISTIANSEN, AICP, PCP

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PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners (AICP)
(Certified Planner No. 9314)
- State of Michigan - Professional Community Planner (PCP)
(License/Registration No. 627)
- American Planning Association (APA)
- Michigan Association of Planning (MAP)
Member – MAP Board of Directors (1998 to 2006, Board President 2005 to 2006)
- Eastern Michigan University Urban and Regional Planning Program Advisory
Board (1989 to present)
- Planning Commission - City of Berkley, Michigan (1993 to 1996)
(Commission Chairman 1994 to 1996)
- Board of Zoning Appeals – City of Farmington, Michigan (2003 to 2011)
(Vice Chairman 2004 to 2005, Chairman 2005 and 2006,
Planning Commission Liaison and Vice Chairman 2006
to 2011)
- Planning Commission – City of Farmington, Michigan (2006 to present)
(Vice Chairman 2007 to 2011, Chairman 2011 to present)

KEVIN P. CHRISTIANSEN, AICP, PCP

Kevin is currently Senior Project Manager for Atwell, LLC a full service civil engineering and land development consulting firm located in Southfield, Michigan. He received a Bachelor of Science Degree in Geography and a Master of Science Degree in Urban Planning from Eastern Michigan University. Kevin is a member of the American Institute of Certified Planners (AICP) and is a licensed Professional Community Planner (PCP) in the State of Michigan. He has been a member of the American Planning Association (APA) and a member of the Michigan Association of Planning (MAP) for the past twenty seven (27) years. Kevin has over twenty seven (27) years of professional planning and development experience, including planning at both the local and regional government levels, as a planning consultant for several years, and working with the residential development and building industry for the past thirteen (13) years. He was previously the Vice President and Director of Development with the Ivanhoe-Huntley Companies, Vice President of Land Development and Planning with Victor International Corporation, and Land Planning and Entitlement Manager with Pulte Homes of Michigan. Kevin was a member of the Michigan Association of Planning Education Committee for three (3) years, serving two (2) years as Chairperson. He was a member of the Board of Directors of the Michigan Association of Planning for eight (8) years, previously serving as the Association's President. Kevin has also been a member of the Michigan Association of Planning Networking Committee, the Nominating Committee and the Marketing Committee as a Board Liaison. He currently serves on the Michigan Association of Planning Law Committee. Kevin has served on the Urban and Regional Planning Program Advisory Board at Eastern Michigan University for the past twenty three (23) years. He was a member of the City of Berkley, Michigan Planning Commission, serving two (2) years as Chairperson. Kevin was also a member of the City of Farmington, Michigan Board of Zoning Appeals, serving two (2) years as Chairperson. He is currently a member of the City of Farmington, Michigan Planning Commission, serving four (4) years as Vice Chairperson. Kevin currently serves as the Planning Commission Chairperson.

Farmington City Council Staff Report

Council Meeting Date:
October 29, 2012

**Reference
Number
(ID # 1088)**

Submitted by: Vincent Pastue, Chairperson

Description: Consideration to Review and Adopt Policy Regarding the Sale of the Old Courthouse Site

Requested Action:

Move to adopt resolution establishing a policy regarding the sale and/or lease of the Old Courthouse building and property and authorize the City Manager to enter into an broker agreement with the Thomas A. Duke Company

Background:

Attached is a resolution authorizing the sale and/or lease of the Old Courthouse building and property. The resolution considers a number of objectives which are listed below. The proposed process requires the City Manager to work closely with the broker in considering possible offers and relies on the judgment of the Manager to tentatively accept an offer based on a number of factors.

Considerations to Accept Offer

- Sale Price
- Long-term revenue generation - This would include lease income, projected property tax revenue, payment in lieu of taxes, and other possible general revenues. Allows for possibility of building being separated from the acreage. Potentially maximize long-term revenue in that manner
- Consistent with land use and compatible with adjoining uses
- Recognizes that possible occupant could provide a valuable service to the community or serve a strategic economic development purpose.

Transparency

- Publicly listed and open to everyone.
- Schedule and hold public hearing prior to accepting offer recommended by the City Manager. Time and opportunity for public comment before acceptance of offer. One consideration is to waive this requirement if the offer is contingent upon zoning approvals that require a public hearing.

Efficient and Expedited Process

- Broker - Handled inquiries, viewings of property, and offers. Process is handled by third party and inquiries responded expeditiously.
- Request for Proposals - City Administration would develop RFP, handle inquiries, arrange for on-site visits, review proposals, summarize proposals, and schedule time(s) to meet with City Council to consider proposal. Process is more time consuming and administratively involved.

Resolution (ID # 1088)

Meeting of October 29, 2012

- Solicit Bids to Sell - Does not consider alternative impact regarding land use and impact on adjoining property owners and does not consider long-term revenue impact. Still involves scheduling site visits.

Auction - Same as above except that there is usually one site visit scheduled.

Agenda Review

Review:

Vincent Pastue Pending

City Manager Pending

City Council Pending

1. Resolution (ID # 1088)

Consideration to Review and Adopt Policy Regarding the Sale of the Old Courthouse Site

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- Solicit Bids to Sell - Does not consider alternative impact regarding land use and impact on adjoining property owners and does not consider long-term revenue impact. Still involves scheduling site visits.

Auction - Same as above except that there is usually one site visit scheduled.

ATTACHMENTS:

- Resolution - Policy to Sell Courthouse (DOC)

A RESOLUTION OF THE FARMINGTON CITY COUNCIL ESTABLISHING THE CONDITIONS FOR THE SALE AND/OR LEASE OF THE OLD 47TH DISTRICT COURT BUILDING AND ACCEPTANCE OF OFFERS.

WHEREAS, the Farmington City Council deems the 14,000 square foot Old 47th District Court Building and 3.87 acre site to be surplus; and

WHEREAS, the Farmington City Council desire to dispose of the property in a manner that will yield the greatest return in the form of sales price and long-term revenue generation while simultaneously being consistent with the City master plan, harmonious with surrounding uses, and

WHEREAS, the Farmington City Council desires for the process to take place in an administratively efficient and expeditious manner; and

WHEREAS, the Farmington City Council received a recommendation from the City Manager to publicly list the property with Thomas A. Duke Company following acceptance of proposals from two commercial brokers that work frequently in the City of Farmington and know the community; and

WHEREAS, the City Manager's recommendation considered other alternatives to the sale of the property such as request for proposals, public auction, sealed bids, and acceptance of open-ended offers; and

WHEREAS, the City Manager's recommendation to list the property publicly accomplishes the goal of pursuing a broad and transparent process that allows multiple factors to be considered such as sale or lease price, long-term revenue impact, effect on surrounding property owners, and positive impacts from a community engagement standpoint; and

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby authorizes the listing of the Old 47th District Courthouse under the following conditions:

1. City Manager will work with broker to review offers and will submit the offer to the City Council for approval which in his judgment reflects the greatest value as it pertains to sales and/or lease price, future revenue generation, compatibility with surrounding land use, and community engagement;
2. Upon considering City Manager's recommendation to accept an offer, the Farmington City Council shall schedule a public hearing at the next regular City Council meeting and provide notice by publishing at least ten (10) days in advance in a newspaper of general circulation and by posting on the City website.

3. Following the public hearing, the City Council will consider a resolution to accept the offer.

BE IT FURTHER RESOLVED that the Farmington City Council reserves the right to accept or reject any or all offers with or without cause.

**Farmington City Council
Staff Report**
Council Meeting Date:
October 29, 2012

**Reference
Number
(ID # 1085)**
Submitted by: Vincent Pastue, Chairperson

Description: Consideration to Adopt Resolution of Support for Regional Transit Authority

Requested Action:
Background:

At the conclusion of the last regular meeting, Councilmember Kuiken suggested that we consider a resolution of support for the Michigan Legislature to establish a Regional Transit Authority. Attached is a resolution almost identical to one adopted by the City of Farmington Hills earlier this month.

This item was placed on the special meeting agenda so that it is received prior to the Legislature's lame duck session which will likely take place soon after the election.

Agenda Review
Review:

| | |
|----------------|---------|
| Vincent Pastue | Pending |
| City Manager | Pending |
| City Council | Pending |

1. Resolution (ID # 1085)

Consideration to Adopt Resolution of Support for Regional Transit Authority

At the conclusion of the last regular meeting, Councilmember Kuiken suggested that we consider a resolution of support for the Michigan Legislature to establish a Regional Transit Authority. Attached is a resolution almost identical to one adopted by the City of Farmington Hills earlier this month.

This item was placed on the special meeting agenda so that it is received prior to the Legislature's lame duck session which will likely take place soon after the election.

ATTACHMENTS:

- Resolution - RTA (DOC)

A RESOLUTION OF THE FARMINGTON CITY COUNCIL IN SUPPORT OF A REGIONAL TRANSIT AUTHORITY

WHEREAS, public transportation is vital to the needs of a major metropolitan area (Macomb, Wayne, Washtenaw and Oakland Counties); and

WHEREAS, the economic viability of this area depends on the ability of workers to get to jobs using a comprehensive public transit system that includes both fixed routes and flexible para-transit as determined by each participating municipality; and

WHEREAS, the basic needs (medical office visits, grocery shopping, etc.) of some in our area can only be met through the provision of area-wide public transit; and

WHEREAS, a stable, fair, equitable and broadly-based funding mechanism is critical to the support of an area-wide public transit system; and

WHEREAS, our area has been hamstrung by a patchwork funding device that creates inequities and gaps in service, and subsidizes those who can access the service without paying the tax to support it; and

WHEREAS, the City of Farmington has supported area-wide public transit by being an “opt in” community in support of SMART since the system was established in 1996; and

WHEREAS, our region needs, but does not have, a Regional Transit Authority (RTA) to enable better public transit, as it is the only major metropolitan area in the nation to not have one.

NOW, THEREFORE, IT IS RESOLVED that the City of Farmington urges the Michigan Legislature to enact legislation allowing for a Regional Transit Authority in order for our region to pursue a better, more comprehensive regional transit system.

IT IS FURTHER RESOLVED that a copy of this resolution be sent electronically to the State Legislature, the Governor, all municipalities in Oakland County, all Oakland County Commissioners, and County Executive L. Brooks Patterson.

**Farmington City Council
Staff Report****Council Meeting Date:**
October 29, 2012**Reference
Number
(ID # 1086)****Submitted by:** Vincent Pastue, Chairperson**Description:** CLOSED SESSION - Labor Negotiations and Land Acquisition**Requested Action:****Background:****Agenda Review****Review:**

Vincent Pastue Pending

City Manager Pending

City Council Pending