



Regular City Council Meeting  
7:00 p.m., Tuesday, February 18, 2020  
City Council Chambers  
23600 Liberty Street  
Farmington, MI 48335

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## REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **APPROVAL OF ITEMS ON CONSENT AGENDA**
  - A. **Accept City of Farmington Board and Commission Minutes**
  - B. **City of Farmington Minutes**
  - C. **Farmington Monthly Payments Report**
  - D. **Farmington Public Safety Monthly Report**
  - E. **Farmington Quarterly Investment Report – 12/31/19**
  - F. **Farmington Quarterly Financial Report – 12/31/19**
  - G. **Farmington Quarterly Financial Report Court – 12/31/19**
5. **APPROVAL OF REGULAR AGENDA**
6. **PRESENTATION/PUBLIC HEARINGS**
  - A. **Proclamation: Hope for the Day's 2020 Suicide Prevention & Action Month**
  - B. **Oakland County Water Resource Commission Corrective Action Plan for the Evergreen Farmington Sewage Disposal**
  - C. **Special Event Application - Founders Festival**
  - D. **Special Event Application - VegMichigan**
7. **NEW BUSINESS**
  - A. **Consideration to approve bid of Hartwell Cement Co. for replacement of about 102 lineal feet of concrete curb on Shiawassee**
  - B. **Consideration to approve grant agreement between the Michigan Indigent Defense Commission (MIDC) and the cities of Farmington and Farmington Hills**
  - C. **Consideration to approve agreement for Arraignment-Only Attorney Services with Oakland County for MIDC program**
  - D. **Consideration to approve final payment to SLC Meter for meter installations**
  - E. **Consideration to authorize DIN Engineering to provide HVAC design and inspection services at the DPW building and City Hall**
  - F. **Consideration to appoint City Council Member**

- 8. OTHER BUSINESS**
- 9. PUBLIC COMMENT**
- 10. DEPARTMENT COMMENT**
- 11. CITY COUNCIL COMMENTS**
- 12. ADJOURNMENT**

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: February 18, 2020</b>	<b>Item Number 4A</b>
<b>Submitted by: Melissa Andrade</b>		
<b><u>Agenda Topic:</u> Accept Minutes from City's Boards and Commissions</b>		
<p>CIA: February meeting canceled DDA: January 2020 Historical: No quorum at January meeting Parking: No additional minutes to post at this time Planning: January 2020 ZBA: February meeting canceled Library: January minutes not yet posted Farmington/Farmington Hills Arts Commission: Jan. &amp; Feb. minutes not yet posted Commission on Children, Youth and Families: January 2020 Emergency Preparedness Committee: February meeting canceled</p>		



DDA Board Meeting Minutes  
6 p.m. Wednesday, January 8, 2020  
Conference Room  
23600 Liberty Street  
Farmington, MI 48335

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## MINUTES

The January 8th meeting was called to order by Todd Craft at 6:02 p.m.

### 1. Roll Call

Present: Rachel Gallagher, Sean Murphy, Todd Craft, Tom Buck(exit 6:50), Tom Pascaris, Sara Bowman, Kathy Griswold, Micki Skrzycki  
Others Present: Kate Knight, Jessica Westendorf

### 2. Approval of Items on Consent Agenda

#### a. Financial Report

#### b. Minutes: December 4, 2019 DDA Regular Meeting

**Motion to approve items on the consent agenda**

**Result:** Approved [Unanimous]

**Moved:** Murphy

**Seconded:** Griswold

### 2. Approval of Regular Agenda

**Motion to approve items on the Regular agenda**

**Result:** Approved [Unanimous]

**Moved:** Griswold

**Seconded:** Pascaris

### 4. Public Comment

Opened and closed at 6:03

### 5. Financial Snapshot

Overview by Knight

### 6. Executive Director Update

- Monday City Council approved calendar of events. Using resolution to apply for liquor license for Heart the Art on Feb 22<sup>nd</sup>.
- Work planning and budgeting starting now. Draft work plan is included in the board packet. Awaiting TAP grant results in February. It's a hypothetical work plan where we can discuss intent without having to balance the budget.
- Village Mall sold just before the holidays. Seller is happy and excited about buyers taking the building to the next level. Discussions happening with current tenants to help accommodate transitions. Ambitious goal of Fall of 2020. New owner, GLP, bringing 50 employees to Downtown Farmington!

- Business Development Committee will reconvene to address the topic of grant allocation for the Genysis Credit Union Main Street Oakland County Grant for businesses impacted by the sale of bank property.
- February 22<sup>nd</sup> MSOC Board Training workshop
- Discussion of progress on Blue Hat Coffee.

**7. Extension of Intergovernmental Agreement between City and DDA for Property Management**

Overview by Knight- Properties are owned by the city, managed by the DDA. Properties are self-sustaining.

Bowman: Question regarding memo page 3, stating Farmington Hills instead of Farmington, and document missing page 4.

**MOTION that the Board shall approve a one year extension of Intergovernmental Agreement between the City and DDA for property management with amendment to page 3.**

**Result:** Approved [Unanimous]

**Moved:** Buck

**Seconded:** Pascaris

**8. FY 2020-2021 Draft Work Plan**

- Overview of 2019/2020 work plan and 2020/2021 draft work plan by Knight
- Discussion of partnerships with metromode
- Discussion of action items- Facilitate Farmington Rd Streetscape, Facilitate Farmington Savings Bank redevelopment, Monitor Maxfield Training Center redevelopment project, Commission market study for site redevelopment, Commission TIF Development Plan Amendment for Strategic Project Incentivization.
- Question and discussion regarding when Earned Not Given property will be vacated
- Discussion of parking management goals.
- Discussion of Maintenance program.
- Discussion of Façade Incentive Program budgeted for \$50,000
- Discussion of Waste Management and recycling goals
- Discussion of TIF plan to ensure we are taking advantage of all the new tools

**9. Committee Updates:**

**a. Design Committee**

- No updates

**b. Public Art Committee**

- Westendorf provided an update on “Heart the Art” event coming up on 2/22/2020 at Legato Salon.

**c. Promotions Committee**

- No updates

**d. City Parking Committee**

- Discussion of study for continued parking down Grand River by Samurai

**10. Other Business**

- Reactivate Business Development Committee. Griswold and Pascaris will co-chair.
- Discussion of if we need to appoint an interim secretary. Craft nominated Skrzycki, Murphy seconded. Unanimously approved.

**11. Board Comment**

- Bowman: Will be absent from the next board meeting.

- Craft: Congrats to Tom on the appointment to Business Development Committee. Rachel, thank you for all your help planning the “Heart the Art” event. Micki, congrats on your appointment as interim Secretary.
- Murphy- Congrats to the Riley Park Ice Rink for a great event!
- Skrzycki- Thank you to volunteer extraordinaire Sean Murphy for helping at Harry Potter and the Holiday Skate!

## 12. Adjournment

### **MOTION to adjourn.**

**Result:** Approved [Unanimous]

**Moved:** Griswold

**Seconded:** Skrzycki

Dates of Interest:

January 22, Effective Boards at Oakland County Offices Dinner Meeting

February 5, Regular DDA Meeting

February 22, Heart the Art Public Art Fundraiser

FARMINGTON PLANNING COMMISSION PROCEEDINGS  
City Council Chambers, 23600 Liberty Street  
Farmington, Michigan  
January 13, 2020

Chairperson Crutcher called the Meeting to order at 7:04 p.m. at City Council Chambers, 23600 Liberty Street, Farmington, Michigan, on Monday, January 13, 2020.

**ROLL CALL**

Present: Chiara, Crutcher, Kmetzo, Majoros, Perrot, Waun,  
Absent: Westendorf  
A quorum of the Commission was present.

**OTHER OFFICIALS PRESENT:** Director Christiansen, Recording Secretary Murphy

**APPROVAL OF AGENDA**

MOTION by Perrot, supported by Majoros, to approve the Agenda.  
Motion carried, all ayes.

**APPROVAL OF ITEMS ON CONSENT AGENDA**

**A. December 9, 2019 Minutes**

MOTION by Waun, seconded by Perrot, to approve the items on the Consent Agenda.  
Motion carried, all ayes.

**ELECTION OF OFFICERS**

- A. Accept Nominations for Chairperson**
- B. Accept Nominations for Vice Chairperson**
- C. Accept Nominations for Secretary**

Chairperson Crutcher opened the floor for nominations for Chairperson.

MOTION by Chiara, supported by Waun, to nominate Ken Crutcher as Chairperson.  
Chairperson Crutcher accepted the nomination.  
Motion carried, all ayes.

Chairperson Crutcher opened the floor for nominations for Vice Chairperson.  
MOTION by Perrot, supported by Chiara, to nominate Steve Majoros as Vice Chairperson.  
Commissioner Majoros accepted the nomination.  
Motion carried, all ayes.

Chairperson Crutcher opened the floor for nominations for Secretary.

Commissioner Chiara informed the Commission that his term is expired and he is not renewing it.

MOTION by Majoros, supported by Chiara, to appoint Miriam Kmetzo as Secretary.

Commissioner Kmetzo accepted the nomination.

Motion carried, all ayes.

### **DISCUSSION OF ITEMS FOR SUBMISSION INTO 2021/2026 CAPITAL IMPROVEMENT PROGRAM**

Chairperson Crutcher introduced this item and turned it over to staff.

Director Christiansen stated that attached with the staff packet is a staff report for this agenda item. This is a discussion of the 2021/2026 six-year City of Farmington Capital Improvement Program. The intent of this item as the City has done on an annual basis is to review 2020/2025 City of Farmington Capital Improvement Program, the current six-year program and to discuss the 2021/2026 Capital Improvement Program, process and plan. There was a link to the current 2020/2025 six-year plan program on the City's website for your reference, so you should have been able to utilize that link and to look at the current plan who is available to anyone who would like to take a look at it and to review it and go through it on the City website, it's on the City's main page under Items of Interest.

So, again, the purpose of this evening of this Agenda item, as we have done annually, is to review the 2020/2025 six-year plan and then to discuss the 2021/2026 and then to identify some items that the Planning Commission either individually or certainly collectively can then convey to the Steering Committee Liaison for the Planning Commission, Mr. Majoros, he was reappointed to that position by the Commission at your last meeting and so he has been very instrumental in helping the City prepare the annual six-year Capital Improvement Program for a number of years now and has served very well in that capacity, looking to do so again. So, he will take your comments, your recommendations, to the Steering Committee which is scheduled to meet two times, I believe once in the end of January and then once in the beginning to mid-February and then from there the Steering Committee moves forward a draft plan that will come back to you and as you recall, the Planning Commission is responsible under the State statute, the Michigan Planning and Enabling Act, with under the Master Plan process, to move forward the annual six-year Capital Improvement Program. And what you are required to do then is to consider the draft, to schedule and hold the required Public Hearing, and then you'll move it forward to City Council.



So, with that, Mr. Chair, if we could get into this a little bit here and have some discussion, that's the purpose of this item. What's attached as well for your information is another copy and we had this attached with your last meeting packet in December, it is the calendar for Fiscal Year 2021/2026 Capital Improvement Program process. You'll see we started back in October as we typically annually do, move through November, those are internal management, administration discussions. Department heads then reviewing for the first time for the next six years in November, December 2<sup>nd</sup> Council discusses the program, the DDA then meets, the Planning Commission you'll recall met at your last meeting and discussed the program, and appointed a member to serve on the Committee, again, Mr. Majoros. Items must be submitted by January 13<sup>th</sup> and here we are this evening. So we move forward into January and the Grand River Corridor Improvement Authority considered and finalized items for submission at their January 9<sup>th</sup> meeting, that was actually on Thursday last week. On Wednesday the Downtown Development Authority formalized items for submission for the Capital Improvement Program Steering Committee, so both those bodies have moved forward with formalizing their suggested recommended items and now this evening the Planning Commission is here to discuss this. The Department heads actually did not meet today, they'll meet next week to do their formalizations. And then we continue on, you'll see this will go to two meetings of the Steering Committee, one January, one February, and then the Planning Commission will consider the draft at your February 10<sup>th</sup> meeting, so your next meeting, and you'll schedule the Public Hearing for March 9<sup>th</sup> and hold the Public Hearing as required on March 9<sup>th</sup>, then moving it forward, the 2021/2026 CIP Plan to the City Council. So that's been our process, we continue with that process with this program here and we'll move forward.

Christiansen put the 2020/2025 six-year Capital Improvement Program on the screen. It showed the Table of Contents, it's an instrument of the Steering Committee, with them moving forward to process as required by the Planning Commission, so it is an instrument of the Planning Commission that goes then to Council and becomes part of the overall budget process. It's not a budget, but it's part of a process. It's really our overall road map for Capital Improvements for the next six years. This is the Commission members from last year as you recall, the Steering Committee, this is the resolution that you approved, passed last year in March, we'll look for the same resolution here in 2020 or similar. This is a Letter of Transmittal to the residents and all interested parties, part of this document, Capital Improvement Program created to comply with State and local laws, adopted by the Planning Commission, last year it was March 11<sup>th</sup>, designed to do specifically two things: One, enhance public awareness of issues in the community that need to be addressed and show the residents that the City is actively working towards remedying them; and two, increase transparency and efficiency in the budget process. So the CIP is a resource, last year's plan had 112 projects totaling 23.2 million dollars, it is again not a plan of projects as we discussed to be completed, but rather it is a list of all

potential projects so that an inventory of costs, funding sources and timelines can be easily seen, and planning can be accomplished in a proper and logical manner.

Moving forward, why a CIP, again, it's a short-term plan identifying and categorizing large and very expensive projects, like a household budgeting plan for big ticket items, a CIP is the City's plan to find funding for projects that cannot be accomplished in one year. The CIP is any improvement or what's included in the CIP is any improvement that has at least one of the following: a purchase or improvement of a facility, system, infrastructure, a piece of equipment that costs \$10,000 or more with an expected service life of more than a year; is a nonrecurring expenditure and is a study that leads to such purchases. Again, it is not the same as the City budget, the budget appropriates funds, the CIP is merely an identification of projects, whether it's infrastructure, whether it's land acquisition, it can also be related to facility acquisition, equipment as well.

Why create a CIP? Again, the State statute, the Michigan Planning Enabling Act, Act 33 of 2008 requires that this be part of the City's long range planning process and it does state that the Planning Commission shall annually prepare a Capital Improvement Program of public structures and improvements, showing those structure and improvements in general order, their priority for the following six-year period, again, in accordance with the Act. The benefits of the CIP include calling attention to community deficiencies and providing a means of correcting them, identifying long term and short term expenditures which greatly improve the budget process and efficiency; enhancing the ability to secure grants reducing the taxpayer burden; increasing the likelihood of departmental intergovernmental cooperation improving continuity and reducing costs, and encouraging efficient governance.

This is a pie chart which is an overview, an executive summary. You see that the majority of the Capital Improvement Program projects identified as proposed and identified and then approved as part of the 2020/2025 CIP are infrastructure related. So you see roads are the majority, 29%. Sidewalk streetscapes, 22%. Water and sewer system, 17%. Drains, 3%. So, the majority is infrastructure, water, sewer, roads, sidewalks, streetscapes. From there it is vehicles and equipment and recreation and culture, I think recreation and culture was a little more here in this project year, this six-year program year, but recreation and culture, vehicles and equipment, and then you see the remaining split between buildings and grounds, land acquisition and development, parking lots.

So, if you look at the quick view, a total of 112 projects, 23.2 million dollars broken down by a year and you can see the annual estimated costs. This executive summary is then a compilation of what is spelled out in the plan. So the plan, it has categorization, it has timelines, it has determination of need and it has general funding sources identified and overall estimated amounts. So, really, again it's a guide, it's a road map, it's a wish list.

If we didn't have this, we'd be asking ourselves what do we need, where do we go, what's a priority. This puts it all down in one document.

So, moving forward, program summary, the CIP in 2020/2025 as in previous CIPs includes the City's long range plans, again used as a basis for the CIP, the City Master Plan, the Recreation Master Plan, the Vision Plan, the Downtown Area Plan, the Grand River Corridor Vision Plan, the Orchard Lake/Ten Mile Road Intersection Redesign Analysis Plan, the Rouge River Trail Project Plan and the Downtown Master Plan, and we'll look to use those tools again and including the recently updated City of Farmington Master Plan. So that Master Plan 2009 is 2019, everything else then also being updated in the last five or so years, so we're pretty current in our planning tools and these are what are used to help us with the CIP.

Funding sources are also part and identified, prioritization, programs broken down into nine categories: buildings and grounds, drain systems, land acquisition and redevelopment, parking lots, recreation and culture, roads, sidewalks and streetscapes, vehicles and equipment, water and sewer system and that was what was also represented in the executive summary in that pie chart.

So buildings and grounds. We can see that there are some lead items here that are discussed in this plan, city-owned buildings, projects, costs, general identification of items, a little specific here in this narrative, the details by line item are in the appendix and we'll see that. So we go through the drain system, identifying locations, the County drains in the City, and this is stormwater management when we refer to drains. Land acquisition, these graphics represent some potential acquisition projects, these two are actually located, these are the twelve properties on the north side of Grand River between the east and the downtown and Power Road, those twelve properties, it's Grand River East Area as identified in the Grand River CIA Vision Plan, also in the Downtown Area Plan. Parking lots, you can see here in this graphic, those are all the municipal lots in the City, spaces, improvements. Recreation and culture, park enhancements, six City parks. Road projects, this one here represented is the Oakland Street Project, you see that graphic, it's continued. Sidewalks and streetscapes, this is the Farmington Road Streetscape, as you are aware a TAP Grant had been applied for, had been awarded but that project was put on hold for a bit for some reasons related to funding and as such did not get implemented back when originally designed but is now part of the CIP was last year, and a Transportation Alternatives Program Grant, TAP Grant, has been applied for again and it is currently in review so it's part of this 2020/2025, so that's moving forward through process. Vehicles and equipment, water and sewer system itself, and this is the Appendix. In this Appendix then projects are laid out and these are the overall general projects laid out, the major projects. You'll see category, name, you'll see rank and need,

you'll see funding area, you'll see cost, estimated cost, future cost, and then the implementation.

So we have them by the nine categories, here's your buildings and grounds, and you go to recreation and culture, Public Safety, equipment, parking lots, roads, drains, sidewalk streetscapes, water and sewer and that's the end of the document.

So, quite a bit of information, there's a lot of projects identified in this 2020/2025. Those that haven't been implemented typically what the City does is those that have been completed obviously will be removed from the Plan because that work has been done. So, for example, the Oakland Street Project, that won't be a road project in this next six-year plan but any road projects that haven't been completed will be in that plan as well as potentially some additional projects if they're identified and they're made part of this plan as well as other related infrastructure projects. Land acquisition, the Maxfield Training Center, which the City Council has entered into an agreement with Farmington Public Schools to purchase, it is a land acquisition project, and there can be others in here as well. Recreation and culture, park enhancements, the updated Recreation Master Plan identifies needs at parks throughout the City, the six parks, so there's an interest in a particular improvement, a Capital Improvement that relates to a park, it needs to be part of this plan and so on and so on.

So the purpose now, our responsibilities and our role here, the Planning Commission's role tonight is to have some dialogue about what's in this 2020/2025 and maybe some additional thoughts, some ideas, some things you'd like Mr. Majoros, representing the Planning Commission, to carry to the Steering Committee.

Chairperson Crutcher thanked Christiansen and opened the floor for questions from the Commission.

Commissioner Kmetzo asked Christiansen when he mentioned when there are projects that are not included here either because they have been completed or they have been removed because they're not going to happen. Is there a separate list, an appendix, that lists all of those to see the difference between the list of projects here and the other?

Christiansen replied that is something that is going to be generated, it's not anything that's available right now and he has not been privy or made aware that there's anything related to removal of anything in this plan that has not been implemented yet, I think that's a comment that you made. But if they haven't been and there's been a determination that it's no longer a need, that's part of the Committee's responsibility, they would discuss that, they would share that back to us. Kmetzo then asked if there would be a list and Christiansen replied that something would be generated that would come back and say the 2020/2025 had this but the Committee has determined that for the reasons that it's

no longer and here's the reasons why. Kmetzo then asked about prior to the 2020/2025 and Christiansen stated there has been a CIP for several years. Kmetzo then stated so

some of those projects have been removed from the list because they were determined to no longer be necessary and Christiansen replied or completed. Kmetzo asked if there was a list of those projects and Christiansen stated if she wants a historical list, they can go back through a timeline, depending how far back she wants to go. Kmetzo confirmed that there is a list and Christiansen replied that's something that's generated, and they had one that they shared last year and that can be brought back to you and then we'll get a new one.

Majoros stated he doesn't think they have anything to compare, they'd have to go back through 2020/2025 and that if it doesn't exist as is, that it is something that can probably be put together. Because just looking at what we've got, the heavy lifting on this was done two to three years ago, right, it really took a lot of work to put that list together and he's sure everyone has looked at this in advance of today, to be honest it's not radically different, you know, this is on and this is off or whatever, but the major things are either part of what we've discussed through other plans and Master Plans or whatever, but I would say if I had to guess how many things have fallen off or whatever, it would be a handful.

Christiansen stated that's something that they'd be happy to share and will share with you and that's what the Steering Committee will do. They'll go ahead and take whatever is being recommended to them by the Administration and management and from the Boards and Commissions and the Planning Commission included and compile a list for 2021/2026 and there may be some projects that are on the 2020/2025 that will not be included, and that will be shared with you and the reasons why because you'll have your discussion on it before you schedule the Public Hearing, that would be part of our review of the draft. And we can also go back a couple of years and give you a little bit of history.

Majoros said he will ask at the first meeting for these things, projects completed, dropped, new, carryover and Kmetzo replied yes, and maybe just those that were a priority, not small projects that were dropped, but anything that was urgent we want to see.

Christiansen stated we can go back a couple years and do that, maybe a three to five-year timeline, finding money can be a little far out. And then certainly letting you know historically what was completed, like Oakland Street.

Majoros said especially if we've got a budget of a million or whatever it is a year and our appetite is 25 million, so, yeah, knock a few off the list and a few new ones came on, and we're living up to the spirit of prioritization, like Commissioner Perrot said at the end of

the December meeting, about trusting the experts, trusting the people, and their prioritization of their projects.

Commissioner Perrot stated we're paying them, they're the subject matter experts for each one of these buckets, so if we don't listen then we're foolishly throwing our money away, you know. If there's an item on here, obviously it's important, common sense. But if it's listed on here and it's urgent, but it's not pretty, it's still urgent. And the pretty thing can't trump the urgent thing, it's urgent for a reason, because we have a professional telling us that. And that's a recurring concern, the urgency ones.

Kmetzo said that's why it would be good to see, this is an urgent category, those are for urgent matters, and were they ever addressed because if not, they really weren't urgent then.

Christiansen indicated if you look up on screen and it's in your staff packet, let's go to parking lots, if you look at parking lots, the first one listed here is Drake Park parking lot; what do you think of the Drake Park parking lot? Perrot replied it's pretty rough. Christiansen said it's in tough shape so it's at the top of this list, it's prioritized as necessary and short term. It's got a funding source identified and total cost estimate and you can see that the timeline is now. And with the Recreation Master Plan Update and some possible funding sources supporting what's prioritized in that plan and then here, we have a basis for it. But if you go down the list here, you can see the Downtown parking lot, and so on and so on and so on, and you go down and some of them aren't as much a priority, so that's how this is created, that's how this is done by the Steering Committee and drafted and brought to you. And it applies to everything else here.

Perrot asked if the example they were just talking about, the parking lots, is that prioritized as number one priority and then down, down, down, down, down?

Christiansen said now you're talking about the categories.

Majoros indicated its prioritization within the category. The Committee looks across all of this and says is a parking lot because it's in category four, more important than a drain that's in category whatever, that's what the debate is.

Chairperson Crutcher stated looking at Items 7 and 8, Item 7 is a priority over Item 8, correct, but the timeline on it is the other way around, is that something?

Christiansen replied between 7 and 8, City Hall versus DPW, it's a matter of cost and a matter of timing because they're both the same timeline, I think they're just identified in a

list here, you see 7, you see 8, you see they both are necessary short term, one was able to be deferred a little bit longer, that would be the City Hall lot over the DPW lot.

Crutcher stated he was just wondering if the numbers in here reflects priority issues, shouldn't those be flipped or switched?

Christiansen replied he thinks it's the same prioritization, both out of the General Fund, one was a little less in cost, and I think it might have been because it was identified to be able to be in the budget for that year versus than the other year, I think that's how it really happened. And I'm just going to say, Mr. Crutcher, that the rationale for that is because it might have been a Fiscal Year designation, but they had the one that is not as costly first. You'll see some others like that. Look down, see here where you see the DPW maintenance records and you see within the 2021 year and others are after that, it's under vehicles and equipment, there's a rationale for that, why it would be earlier. I don't think the number that you see is the priority number, it's consistent throughout, and I think it's just because it's identified in that particular budget for a reason.

Let's go back to the one question that you had here regarding the nine categories and what becomes a priority. This is the overview. So if you look here, you'll see the project category and then you'll see the number one here is parking lots. Number two is sidewalks and streetscapes. Then you'll see recreation/culture. Land acquisition. So this starts to be some prioritization based upon category. Now this is a wish list type document and it certainly lays out all the desire and needed projects, equipment. The final decision moving forward with what is prioritized comes down to a coordination with City management, City administration, and City Council utilizing this plan in a determination of what is the priority and Council making that determination and then starting to move in a particular direction. I know in this particular budget cycle, we're in the 2019/2020 budget, July 1 to June 30, that the major Capital Improvements infrastructure projects are related to Oakland Street, Freedom Road improvements are coming up and these are spelled out in the plan, the Mayfield Drain Project is a priority, the Bellaire sewer and its lighting is also a priority, and the parking lot that I talked about. You see all of those at the top of the list, so this becomes a very important tool because using this tool helps then decisions being made as to where the priorities are at. The City also works very closely, not just management, administration and departments, and Department heads and department staff, but certainly with the City's team of service providers including consultants, our engineering/planning consultants, our City attorney as well. So, it's quite a comprehensive process and your role is pivotal.

So what I would ask, Mr. Chair, if you'd ask the Commissioners if they have any specific projects that they might want to be considered by the Steering Committee that Mr. Majoros could take to them, if you have any, if there's anything you have of interest or that you're concerned about, or that you have a question about.

Chairperson Crutcher opened the floor for comments by the Commissioners. Hearing none, Christiansen stated that if you don't have it now and you don't have something right

now that you're thinking about that you want to share, this is an ongoing process, not just here at this meeting tonight but certainly any time, any day, whether it is personally, one on one come in, have discussion, share it via email, phone call, certainly we would welcome that and encourage you to do that as well.

Majoros inquired of Christiansen what's attached to the packet today is the 2020/2025 and Christiansen replied yes. Majoros went on to state the first meeting they're having at the end of the month is the draft of the 2021/2027 CIP? Christiansen replied that's what he expects from City Administration, that's been the typical, they'll get a draft, a draft document and that will be what will be used by the Steering Committee, along with what is being moved forward by the Steering Committee liaisons to the various Boards and Commissions.

Majoros commented on how he's going to approach this, he'll make sure we have some prioritization and some sort of reporting out on completed, dropped, new, carryover, and then some sense on how prioritized within each category, and then how the discussion unfolds across category. He stated he'll find his notes from the previous year but that the approach that he always took to review this, is he had a set of criteria that sums of the conversations that they all had about the input that we would use or that I would use representing the Planning Commission, because we're not the subject matter experts, but it's more a question of how is the prioritization being done, etc., and I'm going from memory, I'll pull my notes up. But we had talked about things like future costs of items, can we spend a little bit now to avoid a bigger cost later, is there a potential for shared revenue or shared cost so if there's something that's 100% borne by the City or does it either have the ability to or requires contribution from some other entity. Three, was fundamental safety, well-being, and I'm going to add this year property value. So if you live somewhere where drainage is always an issue, things like that with a simple fix. Four, we talked about our catalyst for future development, is the improvement an enabler to bigger and better things. And then the fifth one, and these are in no particular order, I'm just going from memory, is it fundamental to the City services and the things that Farmington provides its citizens. And I'll go back and look at my notes but those are the filters I was putting things through as we just had these conversations with various Department heads. The way these meetings went was in that first session, Chris Weber who does an awesome job of organizing all of this, has the draft and each group speaks to it and I just have these going through my mind, just have basic questions then coming out of that, we would seek our prioritization and that's what I'll report back to the Commission.



Commissioner Perrot stated he's happy to see, and he knows it's for Mayfield is this spring, after the thaw, which is huge. All of this rain we got over the weekend, I drove up and down there a couple of times and it still floods bad. I mean it's not the worse that it's ever been when it was up to the aprons leading into people's garages, which is ridiculous

that it ever got that bad. But like I said, keeping positive, it's getting fixed this spring which is huge and they're resurfacing the road and everything's great. The other thing is and they're not pretty, there's no sex appeal to them, but the sidewalks in our town are rough and it's every neighborhood, so we have to stay focused. It's great having a beautiful downtown and spending millions downtown but trust me, I've spent some time in the recent months walking a lot of sidewalks and talking to a lot of residents and that was the number one thing that people brought up is where is the relief on our sidewalks and it's every neighborhood in town. So you can wag a finger at them and say, hey, sidewalks need to be a priority and it's going to be a big one.

Chairperson Crutcher asked what action needed to be taken on this Agenda Item and Christiansen replied any recommendations to please share amongst yourselves here as a Commission, or either to myself, City Administration, and certainly we'll convey those to Mr. Majoros and then we'll move forward together at the two Steering Committee meetings, whether you have something now or between now and when the Steering Committee meets, please share. Again, the purpose this evening as we've just done going through this, understanding it, what the basis is, why we do this, how it comes about, what the purpose is, anything that you're thinking about right now and then moving forward in accordance with the calendar I shared earlier.

Commissioner Chiara asked if the City owns Shiawassee Park and Christiansen replied Shiawassee Park is owned by the City of Farmington and Farmington Public Schools. And the City of Farmington has entered into a purchase agreement with Farmington Public Schools for the western portion, the western half which would be, if you will, from the play area and the bathrooms and it would be ballfield 3 and 4, and then going to the west, that is owned by Farmington Public Schools, and the City is looking to acquire that as part of the acquisition of the Maxfield Training Center property as well, there are two portions to this.

Chiara then asked who owns the portion where the tennis courts are, and Christiansen replied the City owns them and that there is a plan for them. The City Recreation Plan looked at those facilities and there was a survey that went out and a determination of need and I would encourage you to take a look at that because there were some interesting responses to the need, the interest in maintaining and improving those tennis courts. Christiansen went on to state that there were actually a couple different tennis court locations, Drake Park, and that one there, that based upon the survey and the Recreation Master Plan Committee's work, and eventually came to you through the

process, and it did not identify repurposing those tennis courts as a priority. They felt that there were other locations like school tennis courts that served the purpose and there was possibly opportunity to do something else, that's what the plans called for.

## **DISCUSSION AND SCHEDULING OF PUBLIC HEARING REGARDING A PROPOSED ZONING ORDINANCE TEXT AMENDMENT: SMOKE SHOPS**

Chairperson Crutcher recalled this item and turned it over to staff.

Director Christiansen stated this item is a discussion and scheduling of a Public Hearing for a proposed Zoning Ordinance text amendment regarding smoke shops. The proposed Amendment would add the definition of the term "smoke shop" to Chapter 35, Article 21, definitions, and allow smoke shop establishments within the City of Farmington only in the C-3 General Commercial Zoning District as a Special Land Use. A copy of the proposed draft ordinance is attached with your staff packet. If you've had an opportunity, this is the ordinance for discussion this evening as prepared by our City Attorney. I believe the request for this came through City Council to City management, then to the City Attorney and City Administration and is before you this evening for your discussion, for your consideration, and again, if so choose, to schedule a Public Hearing.

Chairperson Crutcher asked if there are currently any smoke shops operating in town and Christiansen replied we have several. The City of Farmington has, if you'll look here, smoke shop is defined in this particular ordinance version, includes, as far as the definition here in this ordinance amendment, and I refer you back to the current ordinance, zoning ordinance as well, but the definition section would be amended based upon this proposed ordinance to define smoke shop as follows: a retail establishment where 50% or more of the retail area defined as wall to wall is used for the display, promotion and sale or use of products listed below; or an establishment where the sale of products listed below constitutes greater than 50% of the establishment's merchandise: cigarettes, e-cigarettes, vapor, nicotine, alternative nicotine products, cigars and packaged tobacco. So, we have shops like that. In fact, there's a vape shop downtown, there are also several throughout the community on Grand River, there's one at the World Wide Center, there's a smoke shop there which is next to O'Reilly Auto Parts, there is a vape shop that is on Grand River on the north side going to Orchard Lake Road that is next to King's Garage. There is also a vape shop on Grand River east of Orchard Lake Road that is in the small strip center and the Jett's Pizza, in that little commercial area. There's also another one up Orchard Lake that is in a small strip center on the east side south of Shiawassee, so we do have them throughout the community. And this ordinance as proposed would expand the definition, would redefine smoke shop part of the Zoning Ordinance, and then it would limit the establishment of smoke shops only within the C-3 General Commercial District throughout the community.

Chairperson Crutcher stated they're technically not called smoke shops because we don't have that definition in the ordinance. Christiansen responded they are general retail businesses right now, they sell products, they sell retail products, they're a commercial business so they meet that definition. This amendment here would specifically spell out the definition of the smoke shop and it would specifically identify where they could be located.

Majoros asked if there is any grandfathering of establishments and Christiansen replied that's what would happen if this ordinance is adopted. The ordinance then, the definitions, and the limited location to C-3, those locations then that are not in the C-3 District would become legal nonconforming uses and could not be re-established in those areas.

Commissioner Perrot asked what the proposed Public Hearing timing is and Christiansen replied that is up to the Planning Commission, if they choose to schedule a Public Hearing then it's up to the Commission if they wish to do it at their next meeting, which we would then move forward with, and then go ahead and schedule and go ahead and publish the required Public Notice and then place the consideration, the Public Hearing and the consideration of the amendment on the next agenda. From there after the Public Hearing, any action by the Planning Commission would be moved forward to City Council. City Council in considering an amendment to the Zoning Ordinance would have two considerations, one would be an introduction, and the second would be an action and they would typically do that at two consecutive meetings.

Crutcher then asked if this was specific to nicotine based products and Christiansen replied in the definition you see it's broken down into a general identification and then portions of the definition, a, b, c, d, e, and it does spell out under a, cigarettes, e-cigarettes, vapor, nicotine, nicotine alternative, nicotine products, cigars and packaged tobacco. Then it talks about tobacco paraphernalia, products, so all of that is defined here, alternative nicotine product means any noncombustible product that contains nicotine, so it talks about that. Under d it talks about nicotine product product meaning a product that does not contain tobacco but delivers nicotine, so it's more specifically identified as that type of product. And then it defines and talks about in this definition, is specific to tobacco products as well, so it looks at both tobacco products in this definition, defining them and nicotine products.

Commissioner Majoros then asked is your question now legal marijuana is its own separate item, and Christiansen replied if that is your question you may recall you actually went through an exercise of amending the Zoning Ordinance to redefine or strengthen the definitions, clarify the definitions, I think it was about last August is when you did that and that was in accordance with all of the changes made by the State, actions related to

what was medical marijuana and there is now recreational marijuana and everything related to it. So our attorneys have been working very close with us on these issues, the marijuana issue and also to questions that have come up here about vape shops and that

whole issue and how the City can identify and address and deal with the concerns that it has in the way that it wants to, so this is moving forward in that direction.

MOTION by Waun, supported by Perrot, to move to schedule a Public Hearing for a proposed Zoning Ordinance Text Amendment for smoke shops as Special Land Use for the February 10<sup>th</sup>, 2020 meeting of the Planning Commission.

Motion carried, all ayes.

### **PUBLIC COMMENT**

None heard.

### **PLANNING COMMISSION COMMENTS**

Commissioner Waun thanked Commissioner Chiara for his service and stated he will be missed.

Commissioner Chiara thanked her and stated that he is a pencil and paper guy and when he first started on the Commission they used to bring over a big packet of blueprints which I used to create by the way and open them and look at them and draw on them, and they had packages of pictures and everything, so I haven't caught up with the technology. He went on to state he would be at some of the Public Hearings making comments to the Planning Commission.

Chiara then went on to state he had an update to marijuana and that it is his understanding that if you are an avid fan of the Detroit Lions you qualify for medical marijuana.

Commissioner Perrot asked if Chiara recalls when he was appointed, and he replied he thinks it was six years.

Christiansen stated it is a three-year term, a Council appointment, and at the end of that three-year term a consideration for reappointment.

Chairperson Crutcher stated he saw a sign regarding CBD oil and asked if it was different from our marijuana ordinance and Christiansen replied yes, it's not regulated or restricted by the City in the same fashion that medical marijuana dispensaries, now recreational

marijuana, etc., we do not have those facilities because we opted out as a community from providing opportunity for them to be here. But CBD and the sale of CBD oil is different and is not regulated in the same way.

Christiansen then gave an update on Tropical Smoothie and the World Wide Center, and further discussion was held concerning Detroit Eatz and the other great eateries in the City, including the new Rolling Stoves establishment.

Director Christiansen then thanked Commissioner Chiara for his service, his leadership, and that he will be missed and that he appreciates all he has done in the community.

### **ADJOURNMENT**

MOTION by Majoros , supported by Perrot, to adjourn the meeting.  
Motion carried, all ayes.

The meeting was adjourned at 8:02 p.m.

Respectfully submitted,

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Secretary

MEETING MINUTES  
CITY OF FARMINGTON HILLS COMMISSION ON CHILDREN YOUTH & FAMILIES  
JANUARY 9, 2020  
FARMINGTON PUBLIC LIBRARY, MAIN BRANCH, CONFERENCE ROOM A. located at  
43737 W. TWELVE MILE RD. 48334

**CALLED TO ORDER BY:** Chair Kathy Ashcraft at 6:00 pm.

**MEMBERS PRESENT:** Kathy Ashcraft, Ed Cherkinsky, Joan McGlincy, Anwar Mahmood, Bette Rose, Sharon Snodgrass and Brian Spitsbergen.

**MEMBERS ABSENT:** Diane Hague and Mitch Seelye

**OTHERS PRESENT:** Farmington and Farmington Hills Council, City, or Staff Liaison members and Alternate and Associates members: Todd Anderson, Mary Newlin, Dan Rodriguez, Lauren Savage and Kristel Sexton.

**APPROVAL OF AGENDA:**

MOTION by Rose, support by McGlincy to approve the Agenda of January 9, Motion approved.

**APPROVAL OF MINUTES** -November 7, 2019:

MOTION by Rose, support by Snodgrass to approve the minutes of October 3. Motion carried unanimously.

**INTRODUCTIONS:** Everyone at the Meeting introduced themselves.

**YOUTH DIVISION UPDATE:** Tabled until February Meeting.

**CALL TO ACTION UPDATE:** **Tabled** until February Meeting.

**ISSUES COMMITTEE UPDATE:** Kathy Ashcraft: The Issues Committee and Tech Night were explained. There are 14 vendors signed up for the Tech Event and a final list will be furnished to City Council liaison, Mary Newlin. Assignments and commitments were confirmed. The next meeting is scheduled for Monday, February 3 in the Conference Room at the Costick Center.

**SPOTLIGHT SHOW UPDATE:** **Sharon Snodgrass:** The Spotlight show was described. The shows can be accessed through the CYF website and some shows have a short excerpt posted on Facebook. The current shows including vaping which was filmed at St. Joseph Mercy Canton Health Center and its Health Exploration Center and another on Fire Safety featuring Todd Anderson, Commander at Farmington Public Safety and Detective James Wren, Fire Marshall of City of Farmington Public Safety Operations Bureau.

**NEW BUSINESS AND ANNOUNCEMENTS:**

**FARMINGTON POLICE DEPT.:** **Todd Anderson:** Todd and Dan Rodriguez answered questions about Narcam.

**FARMINGTON HILLS POLICE DEPARTMENT:** **Dan Rodriguez:** A training session was given on November 19 to 60 attendees on the use of Narcam. Both Police Departments are responding to repeat overdose emergencies. This has resulted in an increase of deaths.

**WELLSPRING:** **Brian Spitsbergen:** **1.** There us a pilot program with Wellspring and the schools for substance abuse recovery in a daytime High School students. This is a new concept and only 40 schools in the U.S. have this program. **2.** There is a proposed inpatient detox program for older adults working with Livonia Woods Nursing Facility. Senior substance abuse is an unexplored but real problem.

**FARMINGTON PUBLIC LIBRARY:** **Kristel Sexton:** Kristel is the new head of the Main Branch Children's Library Services. There are two programs sponsored by the Friends of the Library, the first being at the Riley Skating Rink in downtown Farmington with a Star Wars theme and the second in February with a "Frozen" theme. There are all day celebration events on Martin Luther King Day, 1/20 at the Library including the annual

walk, entertainment and a keynote address by Gertrude Croom, who is a noted freedom activist.

**Y.M.C.A.: Lauren Savage:** Lauren is the Youth and Family Director at the Y. Lori Mabee is the new director and Lauren's predecessor Abby Secco has been promoted. There is a new focus on families and youth and less focus on fitness programs in an effort to boost membership.

**FARMINGTON HILLS CITY COUNCIL: Mary Newlin:** Mary introduced herself as the new Farmington Hills City Council liaison to CYF. She gave a synopsis of her background and impetus to run for Council. She asked basic questions about the Commission and was encouraged to attend the Issues Committee Meeting on 2/3.

**WEBSITE: Ed Cherkinsky:** Ed passed out copies of the website and requested that updates be ready to be presented by the 2/3 Issues Committee Meeting.

**NEXT MEETING:** The next meeting is scheduled for Thursday, February 6 at 6:00 pm. in the Community Room at Farmington Hills City Hall.

**PUBLIC COMMENTS:** None

**ADJOURNMENT:**

MOTION by Rose, support by McGlincy to adjourn the meeting at 7:00 pm. Motion carried unanimously

Respectfully submitted by McGlincy/ Cherkinsky

**Farmington Community Library Board of Trustees  
Regular Board Meeting - 6:00 p.m. – Ernest E. Sauter Board Room  
32737 West Twelve Mile Road, Farmington Hills, MI 48334  
December 12, 2019**

**Approved January 9, 2020**

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Board Members Present: Bomarito, Hahn, Huyck, Largent, Montgomery, Murphy, White  
Board Members Absent: Rae  
Staff Members Present: Miller, Serresseque, Siegrist, Yunker  
Staff Members Absent: None

**CALL TO ORDER**

The Board Meeting was called to order at 6:00 p.m. by Board President White.

**APPROVAL OF AGENDA**

**MOTION** by Montgomery to approve the Agenda for the December 12, 2019 Board meeting, was supported by Murphy.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

**PUBLIC COMMENT**

There was no public comment.

**APPROVAL OF MINUTES**

**MOTION** by Montgomery to approve the Minutes of the Special Meeting on November 7, 2019, was supported by Bomarito.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

**MOTION** by Montgomery to approve the Minutes of the Regular Board Meeting on November 14, 2019, was supported by Huyck.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**



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### **OPERATING BILLS**

**MOTION** by Huyck that the Board of Trustees approve expenditures for check numbers 26654 through 26720 totaling \$426,845.97, was supported by Largent.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

### **FINANCIAL REPORT**

**MOTION** by Huyck to receive and file the Monthly Budget for October 2019, was supported by Largent.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

### **CORRESPONDENCE**

Patrons have used the Board comment email to ask questions that could be answered immediately by the Director or staff rather than wait until the following Board meeting. A message will be added to that page to specify which messages should be included on the Board comment form and which could be answered more quickly by staff members.

### **INTERIM LIBRARY DIRECTOR'S REPORT**

In addition to the Interim Director's Report, Miller shared the following Library activities:

- Staff Day was Monday, November 11. All FCL staff gathered at the Main Library for staff training on a variety of topics such as Polaris, the changes coming with ADP and an update on Library and various departments. Staff participated in service projects. It is a great opportunity to bring the entire team together.
- On December 11, Polaris was upgraded to the newest version. The new functionality will allow staff to use it away from the building. Polaris LEAP will allow staff to issue library cards, update contact information, check out books, check accounts and generally allows staff to bring the services of the Library out to the community. LEAP will be ready sometime in April following training in each department.
- Maintenance update includes the new sump pumps installation, preparation of electrical to install the generator, repair of the fire alarm panel and fireplace should be completed by Christmas.
- Visions Unlimited, a partnership we have with the schools, had a micro enterprise sale at the Farmington Branch.
- Interviews were completed to fill the vacant position of Part Time Library Assistant in the Circulation Services Department.
- The Press Release was sent to announce the new Library Director, Riti Grover.
- Two Save-the-Dates: January 20, 2020 is the Dr. Martin Luther King Day program which begins at 10:00 a.m. and ends at 8:30 p.m. It is a day of speakers, poetry, musicians, dance groups, choir and various Library programs throughout the day. The second date to save is Thursday, February 6. The Friends of the Library will be hosting the Oscar Shorts at the Farmington Civic Theater.
- Michigan Library Association and the State Library of Michigan are supporting access to United for Libraries which is a wealth of resources that may interest you. Mary Carleton will add that login information on the Board Page for your review.

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## **COMMITTEE REPORTS**

### **Facilities Committee**

Huyck would like to have Facilities Coordinator, Donald Wrench, attend occasional meetings to bring updates of facilities to the Board.

The Facilities Committee will meet before the next meeting to prioritize that list and bring a recommendation to the Board.

### **Finance Committee**

There was no report from the Finance Committee.

### **Community Liaison Committee**

There was no report from the Community Liaison Committee.

### **Personnel Committee**

Rae and Hahn will prepare a formal contract for the new Director, Riti Grover. The letter of intent has been signed and a benefits package will be completed.

Grover has two requests: Vacation time equal to that she receives currently, and to gross up the relocation fee for her to net \$10,000.

**MOTION** by Montgomery to gross up bonus over four pay periods so it totals \$13,984, was supported by Largent.

**Vote: Aye: All in favor**  
**Opposed: None**

**Motion passed.**

**MOTION** by Montgomery to match her current vacation time, her PTO, and make that 160 hours from the beginning, and she would not be eligible for additional time until 13 years, was supported by Largent.

**MOTION** restated by Largent to match what she currently has and defer to the legal team to finalize the details.

**Vote: Aye: All in favor**  
**Opposed: None**

**Motion passed.**

Handbook applies except where it is specifically stated to be deviated by the contract.

**MOTION** by Montgomery that the Board make it a three year contract with two year renewal, automatic, was supported by Largent.

**Vote: Aye: All in favor**  
**Opposed: None**

**Motion passed.**

**MOTION** by Largent to authorize counsel to incorporate compensation for business per recommendation from the Personnel Committee following an annual review, was supported by Montgomery.

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**Vote: Aye: All in favor**  
**Opposed: None**  
**Motion passed.**

**AMENDED MOTION** by Montgomery that we offer Riti Grover, 160 hours of vacation per year, 40 hours per year of floating holidays, 96 hours a year of sick time, 0 hours personal business, all of that will be in her bank on day one, January 2, 2020. Of that, at the end of the year (December 31, 2020), she can roll over 200 hours of vacation and floating holidays, she can accrue sick time of 520 hours maximum, was supported by Largent.

**Vote: Aye: All in favor**  
**Opposed: None**  
**Motion passed.**

Montgomery's request to discuss the Interim Director's salary will be reviewed by the Personnel Committee which will come back with recommendation.

**Strategic Plan Committee**

There was no report from the Strategic Plan Committee.

**Ad-hoc Bylaws Committee**

There was no report from the Bylaws Committee.

**UNFINISHED BUSINESS**

Miller responded to the two requests for reconsideration of books. There was no response from either of the patrons.

**NEW BUSINESS**

Yunker contacted MERS (Municipal Employees' Retirement System) to ask about a switch from ICMA to MERS. MERS charges lower fees and there is a better return on investment. MERS accepts fiduciary responsibility, more care is given to employee education, and costs are lower which would be a savings for staff. Also, all three statements would be consolidated in one account.

**MOTION** by Montgomery that the Board of Trustees approves switching the 457 Plan to MERS from ICMA was supported by Murphy.

**Vote: Aye: Bomarito, Hahn, Largent, Montgomery, Murphy, White**  
**Abstain: Huyck**  
**Opposed: None**  
**Motion passed.**

In the future, changes as those above would be taken to the Personnel Committee for review. The Committee will then take the recommendation to a full Board.

Yunker advised the Board that in response to a WCBC (Working Conditions and Benefits) request, she has contacted MERS to allow staff to open a traditional IRA or a ROTH IRA independent of the Library.

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**BOARD TRUSTEE COMMENTS AND ANNOUNCEMENTS**

Largent will contact Library IQ regarding a presentation at the Board Meeting.

**ADJOURNMENT**

**MOTION** by Largent to adjourn the Board Meeting, was supported by Montgomery.

**Vote: Aye: All in favor**

**Opposed: None**

**Motion passed.**

The Board meeting was adjourned at 7:45 p.m. by President White. The next meeting of the Library Board is scheduled for Thursday, January 9, 2020 at 6:00 pm. in the Ernest E. Sauter Board Room.

Respectfully Submitted,

Jim White, President  
Library Board of Trustees

JW:dls

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: February 18, 2020</b>	<b>Item Number 4B</b>
<b>Submitted by: Mary Mullison</b>		
<b>Agenda Topic:</b> Council Meeting Minutes January 21 Special January 21 Regular January 29 Special February 3 Regular February 10 Special February 11 Special		
<b>Materials:</b> 6 sets of minutes		



Special/Study Session Meeting  
6:30 p.m., Tuesday, January 21, 2020  
Conference Room  
23600 Liberty Street  
Farmington, MI 48335

**DRAFT**

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## SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on January 21, 2020, in 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 6:31 p.m. by Mayor Sara Bowman.

### 1. ROLL CALL

Attendee Name	Title	Status	Arrived
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Absent	6:35 pm

#### City Administration Present

City Clerk Mullison  
City Manager Murphy  
City Attorney Schultz

### 2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Schneemann, Councilmember

### 3. PUBLIC COMMENT

No public comment was heard.

**4. BOARD AND COMMISSION INTERVIEW**

Aimee Zebko met with Council and discussed her application to join the Board of Review.

**Move to appoint Aimee Zebko to the Board of Review for a 3-year term to end December 31, 2022.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Schneemann, Councilmember

**5. OTHER BUSINESS**

No other business was heard.

**6. PUBLIC COMMENT**

No public comment was heard.

**7. COUNCIL COMMENT**

No Council comment was heard.

**9. ADJOURNMENT**

**Move to adjourn the meeting.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember

The meeting adjourned at 6:44 pm.

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Sara Bowman, Mayor

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Mary J. Mullison, City Clerk

Approval Date:



Regular City Council Meeting  
7:00 p.m., Tuesday, January 21, 2020  
City Council Chambers  
23600 Liberty Street  
Farmington, MI 48335

**DRAFT**

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## REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on January 21, 2020, in Farmington City Hall, 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 p.m. by Mayor Bowman.

### 1. ROLL CALL

Attendee Name	Title	Status	Arrived
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

#### City Administration Present

Director Christiansen  
Superintendent Eudy  
City Clerk Mullison  
City Manager Murphy  
City Attorney Schultz  
Deputy Director Warthman  
Director Weber

### 2. PLEDGE OF ALLEGIANCE

### 3. PUBLIC COMMENT

No public comment was heard.



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

- A. Board and Commission Minutes
- B. City Council Minutes
  - a. December 16, 2019: Special
  - b. December 16, 2019: Regular
  - c. January 6, 2020: Regular
- C. Farmington Monthly Payments Report
- D. Farmington Public Safety Monthly Report
- E. Department of Public Works Second Quarter Report
- F. Building Department Second Quarter Report
- G. Board and Commission re-appointments: Grand River Corridor Improvement Authority

Move to approve the consent agenda as presented.\*\*

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember

#### 5. APPROVAL OF REGULAR AGENDA

Move to approve the regular agenda as presented.\*\*

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Schneemann, Councilmember

#### 6. PRESENTATION/PUBLIC HEARINGS

- A. **Recognize Lucille Chappell for her 20 years of employment with the Farmington Civic Theater**

Lucille Chappell was recognized by Mayor Bowman for her 20 years of service as an employee at the Farmington Civic Theater. Mrs. Chappell has been an active member of the staff since the City of Farmington began operating the theater in 1999, and has provided continuity for the close-knit theater family throughout the years, connecting a multitude of new and former employees.

- B. **Special Event: Farmington Community Library: Pavilion Story Time & Family Fun in Riley Park**

Maria Showich-Gallup of the Farmington Library requested approval for a 2020 summer season special event application.

**Move to approve Farmington Community Library Special Event Application for the 2020 summer season to include: Pavilion Story Time: on Thursdays: June 18, 25; and July 2, 9, 16, 23 & 30 from 11 a.m. until noon; and Family Fun in Riley Park on Wednesdays: June 17, July 8, 22, August 5 and 19 with set-up time starting at 6 p.m. and the actual concert from 7 until 8 p.m.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember

**7. NEW BUSINESS**

- A. Consideration to approve the second reading of an Ordinance to Amend the City of Farmington Code of Ordinances, Chapter 14, “Fire Prevention and Protection,” Article II, “Fire Prevention Code,” in order to adopt and incorporate the 2015 International Fire Code**

Deputy Director Warthman presented an updated ordinance for approval. The International Fire Code is a model code produced by the International Code Council (ICC). The purpose of the Code is to establish the minimum requirements consistent with nationally recognized best practices for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to provide safety to firefighters and emergency responders during emergency operations. Since the previous adoption, significant updates have been added to the Code in order to ensure that the best and newest practices are followed. Therefore, City administration is recommending that the City adopt the most current approved Code, which is the 2015 version.

**Move to approve Second Reading of an Ordinance To Amend The City of Farmington Code of Ordinances, Chapter 14, “Fire Prevention and Protection,” Article II, “Fire Prevention Code,” in order to adopt and incorporate the 2015 International Fire Code.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem

- B. Request to approve replacement of carpeting in the Public Safety Building and install new carpeting at the Public Safety Training Facility**

Warthman requested approval to replace carpeting in the public safety building. The existing carpeting, which is over 10 years old, is worn and stained. The public safety department hosts regular building tours for schools, organizations and members of the public and the current state of the carpet does not contribute to a professional appearance. Warthman also stated that replacing the carpet at the department training room at the DPW building would improve the overall training environment.

Schneemann asked about the planned improvements and Warthman explained that carpet tiles would be utilized for the upgrade.

**Move to approve request to have Cohn’s Commercial Floor Covering (Wixom, MI) replace carpet in the Public Safety Building and install carpeting in the Public Safety Training Room in the amount of \$18,244.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	Schneemann, Taylor, Bowman, LaRussa

**C. Consideration to approve purchase of fire turnout gear**

Warthman explained the need for replacement of turnout gear (helmet, coat, pants, boots, gloves, nomex hood). Turnout gear for all full time and reserve personnel was previously purchased in 2007 and NFPA standard 1971 recommends that turnout gear be replaced every 10 years. In recent years, the department has incurred expensive costs associated with turnout gear repair and replacement as the gear is becoming worn so the department proposed the replacement of all fire turnout gear over three (3) years. The funds for replacing gear in 2020 were approved in the FY 19/20 budget in the amount of \$28,500. The department obtained three (3) competitive estimates for the replacement of fire turnout gear and Apollo Fire Equipment provided the lowest estimate.

LaRussa asked about the three year rolling replacement program and competitive prices. Warthman indicated that the three year plan was a good idea, as the department already has plans for orders. Schneemann asked about department methodology for soliciting this type of bid, referring to the fifty percent differential in bids. Warthman replied that the low bidder was bidding the same quality as the higher bids and the department has experienced good service and good products from Apollo.

**Move to approve purchase of eleven sets of firefighter turnout gear from Apollo Fire Equipment Company (Romeo, MI) in the amount of \$23,793.00.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Schneemann, Councilmember
<b>AYES:</b>	Taylor, Bowman, LaRussa, Schneemann

**D. Consideration to accept Construction Estimate No. 8 for the 2018 Farmington Roads Maintenance & Rehabilitation**

Superintendent Eudy reported that minimal work had been completed on the Farmington Roads Maintenance and Rehabilitation since the City’s last payment several months ago and that this request for payment was primarily a balancing of materials and release of retainage to the

contractor, though final retainage will not be released until inspectors can look over the work in the spring.

**Move to approve Construction Estimate No. 8 for the 2018 Farmington Roads Maintenance & Rehabilitation to Hartwell Cement Company.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Schneemann, Councilmember

**E. Consideration to approve revised vehicle maintenance hoist expense**

Eudy explained why additional expense was required for installation of a three phase motor for the previously approved vehicle hoist.

Schneemann asked about the difference in cost and budgeting. Eudy replied that it was an important enough issue to bring it back for Council approval, even if the whole project came in under budgeted expense. LaRussa asked why Eudy had not acted under a previously approved contingency amount and Eudy explained that the purchase order was issued for a specific amount and that he did not want any confusion over a new purchase order that would be a new total.

**Move to authorize Administrative Staff to purchase and install replacement vehicle maintenance hoist from Rotary Lift and have it installed by Allied Equipment.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	Schneemann, Taylor, Bowman, LaRussa

**F. Consideration to approve Construction Estimate No. 5 for the Oakland Street Reconstruction**

Eudy stated that in the past month minimum work has been done on the Oakland Street project because of weather. Construction Estimate No. 5 was intended for payments to get evened out for work completed from October 31, 2019 to November 30, 2019. Retainage is still being kept until the completion of the project in the spring. Lampposts have been chosen, ordered, and are scheduled to be installed soon.

Schneemann asked for reminder about plans for landscaping now that winter has arrived. Eudy clarified that when ground thawed, landscaping can go in. He reminded Council that the landscaping contract is outside the contract with V.I.L., and that punchlist items left for V.I.L. will possibly be completed in April.

**Move to approve payment to V.I.L. Construction Incorporated for Construction Estimate No. 5 of the Oakland Street Reconstruction.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem
<b>AYES:</b>	Taylor, Bowman, LaRussa, Schneemann

**G. Consideration to approve payment for Meter Replacement Program**

Eudy reviewed the current status of the Water Meter Replacement program. 87 residents in the Warner Farms subdivision did not schedule meters to be replaced but most now have appointments. Schneemann asked why the number of residents not responding was so much greater than usual. Eudy speculated that it might be because of the holidays and scheduling difficulties.

Bowman asked for clarification about what water termination meant in reference to non-response to the DPW's request for access to replace a meter. Eudy listed the steps taken to notify residents, with the last resort being water shut off.

**Move to approve payment to SLC Meter for meter installation work completed December 28, 2019.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	Bowman, LaRussa, Schneemann, Taylor

**H. Consideration to approve funding for the Municipal Broadband Feasibility Study RFP-fh-19-20-2149 in conjunction with the City of Farmington Hills**

LaRussa described the Broadband project scope and the budget funding for a request for proposal (RFP) for a consultant to perform a municipal broadband feasibility study in conjunction with the City of Farmington Hills. Between May and November of 2019, the Joint Municipal Broadband Task Force, of which LaRussa is a member, supported the process for conducting an RFP for consultant services to perform the feasibility analysis. The City of Farmington Hills issued the RFP (#RFP-fh-19-20-2149) and with the support of the Task Force evaluated responses and arrived at the selection of CCG Consulting and Finley Engineering as service provider. The quoted costs of \$67,000 are below the combined budget of \$80,000, of which Farmington agreed to a 25% share. As a result, Farmington's share will be \$16,750. The Farmington Hills City Council is planning to award this contract at its meeting on January 27, 2019. To enable this action, funding commitment from the City of Farmington is necessary.

Schneemann asked when the funds were authorized and what next steps looked like. LaRussa explained that the FY2019/2020 approved budget included funding of up to \$20,000 for this

purpose and if Farmington Hills approves the RFP, then a four month timeline over which they will perform the services outlined, including community outreach.

Bowman thanked LaRussa for his effort on this project and stated that she appreciated that the task force came in under budget for the consultant. She asked whether approving the motion would obligate the City of Farmington even if the City of Farmington Hills did not approve the RFP and LaRussa replied that the City was not obligated further. After the consultant finishes the report, both Councils will revisit the project.

**Move to approve up to \$16,750 for the City of Farmington's share of the costs for the Municipal Broadband Feasibility Study, and authorize the City Manager, Attorney, and Treasurer to take appropriate actions to collaborate with the City of Farmington Hills on the distribution of funds.\*\***

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Schneeman, Councilmember
<b>AYES:</b>	LaRussa, Schneemann, Taylor, Bowman

## 8. PUBLIC COMMENT

No public comment was heard.

## 9. DEPARTMENT COMMENT

Eudy stated that it has been an interesting two weeks during weather events and recommended that residents watch sump pump, downspouts, driveways during rain events and make sure fire hydrants and storm drains are clear of snow. In response to a question from Bowman, Eudy gave a brief verbal instruction for dealing with snow as a resident.

Warthman said that no towing of cars was necessary during the recent snow emergency and he attributed it to the the alerts about the snow emergency distributed via Nixle, Farmington Voice, Facebook, and the city website, along with officers going door to door in advance of the deadline. Schneemann asked why a 4:00 pm snow emergency had been called, and Eudy explained how the time was chosen.

Murphy thanked the Department of Public Works and the Department of Public Safety for their efforts above and beyond during the recent snow emergency. He read a note from a resident that complemented snow removal actions. He also credited a City Hall employee for going the extra mile to return a lost envelope of money to a resident.

## 10. CITY COUNCIL COMMENTS

LaRussa thanked Council for support for Broadband feasibility Study. He also shared a good news story from a home school group that visited the Farmington Civic Theater recently. A

group chaperone complemented both General Manager Scott Freeman and his employees, and said that they had a great day at the theater.

Bowman also expressed gratitude that residents were notified with no drama or trauma for the snow emergency. She also noted that the ice rink at Riley Park seemed to be used much more this season than other years and that she was happy to see that so many good events had been planned for the rink.

#### **11. CLOSED SESSION TO CONSIDER CONFIDENTIAL WRITTEN COMMUNICATION FROM CITY ATTORNEY**

**Move to enter closed session to consider confidential written communication from City Attorney.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Schneemann, Councilmember
<b>AYES:</b>	Schneemann, Taylor, Bowman, LaRussa

Council entered closed session at 7:48 p.m.

**Move to exit closed session.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember

Council exited closed session at 9:07 p.m.

#### **12. OTHER BUSINESS**

Murphy discussed the ongoing drainage problem at 33115 Shiawasse. He reported that he had requested a cost estimate for curbing and repairs to alleviate the issue brought before him by the homeowner. Discussion occurred to consider responsibility limitations and options for a response by the City.

#### **13. ADJOURNMENT**

**Move to adjourn the meeting.**

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	Taylor, Councilmember

Meeting adjourned at 9:19 p.m.

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Sara Bowman, Mayor

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Mary J. Mullison, City Clerk

Approval Date:

\*\*To view approved documents, please see the Agenda Packet link that is relevant to this meeting at <http://farmgov.com/City-Services/Government/Agendas-and-Minutes/City-Council.aspx> or contact the City Clerk.





Special/Study Session Meeting  
6:30 p.m., Wednesday, January 29, 2020  
Conference Room  
23600 Liberty Street  
Farmington, MI 48335

**DRAFT**

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## SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on January 29, 2020, in 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 6:30 p.m. by Mayor Sara Bowman.

### 1. ROLL CALL

Attendee Name	Title	Status	Arrived
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

#### **City Administration Present**

City Clerk Mullison  
City Manager Murphy  
City Attorney Schultz

### 2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember

### 3. PUBLIC COMMENT

No public comment was heard.

#### **4. DISCUSS INTERVIEW PROCESS AND SCREEN APPLICATIONS**

Mayor Bowman began the discussion by setting expectations for this meeting. She summarized the process to date and outlined her goals for the meeting. She noted some points to consider as Council developed a plan for appointing someone to fill the recent Council vacancy, including keeping a level playing field for all applicants and remembering that some seeking the appointment were more familiar to Council than others. Bowman had asked Murphy to assemble some representative general questions from other municipalities for a similar position to consider so that all interviewees could be compared in a general way.

After much discussion, Council chose to interview all nine applicants on February 10th and February 11th at 6:00 pm in Council Chambers. They deliberated on time limits and forms of questioning and settled on 30 minutes for each interview with the first part being standard questions asked of all and the second part allowing each councilmember three minutes to ask more directed questions depending on the applicant's interests and experience. They plan to have five candidates on the first night and four on the second, allowing themselves time for discussion after all candidates have been interviewed. It is still on the timeline to deliberate and vote on the appointment at their regular meeting on March 18th, but it's possible that they will make a decision on February 11th if there is a clear consensus. Further discussion followed about the details of how to decide on questions to ask and the scheduling of applicant interview appointments.

Council members were directed to send suggestions for general questions to the City Manager by February 4<sup>th</sup> and, after compiling and comparing, he will send a concise list of questions back to Council via email on February 6<sup>th</sup>.

City Attorney Schultz weighed in on questions of past practice, adherence to the Open Meeting Act requirements, and fair and legal interview questions. He suggested that Council could contact individual applicants after the formal interview if follow up questions were desired.

A recess was taken from 7:22 pm to 7:26 pm.

Murphy was directed to set up an interview schedule by contacting applicants in a random order and making interview appointments. He was also tasked with obtaining a way to allow one candidate to interview from a remote location, as the applicant will be out of town over the interview dates. Methods of comparison were discussed and voting options were considered. Several councilmembers requested public discussion of the candidates before holding any vote. Schultz suggested that a first vote may be voting on how to conduct a vote.

#### **5. OTHER BUSINESS**

No other business was heard.

#### **6. PUBLIC COMMENT**

Joy Montgomery, 22750 Maple Ave, made suggestions to Council on how to interview for this vacancy.

Kevin Lieberum, 23900 Pickett, suggested inviting other boards to the Council vacancy interviews to meet prospective members and also suggested that Council send a question to applicants, allowing them to talk to topic for five minutes.

## 7. COUNCIL COMMENT

Schneemann complimented Bowman on coverage of this process

## 9. ADJOURNMENT

**Move to adjourn the meeting.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Schneemann, Councilmember

The meeting adjourned at 7:56 pm.

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Sara Bowman, Mayor

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Mary J. Mullison, City Clerk

Approval Date:



Regular City Council Meeting  
7:00 p.m., Monday, February 3, 2020  
Conference Room  
23600 Liberty Street  
Farmington, MI 48335

**DRAFT**

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## REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on February 3, 2020, at 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 Bowman.

### 1. Roll Call

Attendee Name	Title	Status	Arrived
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Absent	

#### **City Administration Present**

Director Christiansen (left at 8:05 pm)  
City Clerk Mullison  
City Manager Murphy  
City Attorney Schultz

### 2. Approval of Agenda

Move to approve the regular meeting agenda as presented.\*\*

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem

### 3. Public Comment

No public comment was heard.

#### 4. Board and Commission Interview

##### A. Chris Halas – Downtown Development Authority Board

Halas was interviewed for an open business representative position on the DDA Board. He was asked about what challenges he might face and what strengths he would bring to the board. He spoke about Farmington's autonomy and identity and how Farmington might grow that with projects and volunteer efforts. He cited a balanced effort between the city and the DDA, and that a healthy relationship between the two begins with transparency, open lines of communication, and mutual respect between Council and DDA. When asked what was right about this opportunity over other volunteer opportunities, he said that he hoped to continue on the Parking Committee if he is also appointed to the DDA Board.

**Move to appoint Chris Halas to fill a downtown business representative seat on the Downtown Development Authority for a 4-year term ending February 28, 2024.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Schneemann, Councilmember

#### 5. Farmington Farmers Market Presentation and 2020 Calendar

Market Master Walt Gajewski gave a presentation highlighting the local growers and suppliers to the Farmington Farmers Market and how the Market supports our farmers. Highlights of the presentation included market goals and objectives, parking agreements and plans, farm inspections, and reducing plastic use. The Farmington Farmers Market is looking forward to welcoming its 1,000,000th customer somewhere in the middle of the season. Opening day will be May 16<sup>th</sup> and the market will be open on Saturdays through October 31<sup>st</sup>. He reminded Council that the Market was self-sustaining, though it relies on city administration, resident volunteers, and sponsors for much of the support needed for a successful season. Gajewski concluded his presentation by showing a video about Saturday life in a Michigan downtown.

LaRussa asked Gajewski about the grassy conditions of the North side of the Pavilion and whether its condition is detrimental to the Market. Gajewski described how and when the sod is laid and when the Market actually makes use on the North side park area. Schneemann asked how the City and the DDA could assist in making the market even better. Gajewski mentioned the DDA bag program from past years. He would like to see more participation from businesses to sponsor giveaways to keep people in town longer and coming back more. Bowman was happy to hear about Gajewski's plastics initiative, but suggested QR codes or electronic coupons for businesses and sponsors instead of paper handouts to further reduce waste.

**Move to approve the 2020 dates of the Farmington Farmers and Artisans Market to be held weekly in Riley Park and Sundquist Pavilion.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem

Mayor Bowman declared a recess at 8:05 pm. The meeting was called back to order at 8:08 pm.

## 6. Discuss Current Status of Infrastructure Projects

City Manager Murphy initiated a discussion on the current status of several infrastructure projects that are being paid for out of special millage funds as well as additional projects that Council may want to include this fiscal year. His comments included projects to be completed by this summer and projects postponed such as the Downtown and Drake Park parking lots and Shiawassee Park improvements. He offered several options and Council discussed whether redeploying the funds to new projects like sidewalk repair and road patching or saving the funds for future years was preferable. Council explored the topic and feedback was given to Murphy in order to prioritize upcoming projects.

## 7. Consideration to Accept the Resignation of Sharon Bernath from the Historical Commission

Murphy read a resignation letter from Sharon Bernath. She has served on the Historical Commission for 10 years and in 2018, she was presented with the Dick Carvell Award. Bowman hoped that Bernath could still stay engaged with the Governor Warner Mansion, as she has been an integral part of activities there for many years.

**Move to accept the resignation of Sharon Bernath from the Historical Commission.\*\***

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem

## 8. Approve Resolution to Adopt Fee Schedule

Murphy introduced a resolution to adopt a fee schedule pertaining to a Telecommunications Ordinance passed last year about wireless facilities, wireless support structures, and utility poles in public right-of-way. This fee schedule sets fees related to the City's review and issuance of permits, as provided and allowed by law.

**Move to approve resolution setting fees for wireless facilities, wireless support structures, and utility poles in public right-of-way.\*\***

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Schneemann, Councilmember

## 9. Other Business

Murphy distributed a list of appointment times for upcoming interviews to fill the current Council vacancy.

**10. Public Comment**

No public comment was heard.

**11. Council Comment**

No council comment was heard.

**12. Closed Session– Discuss Negotiation of Collective Bargaining Agreement**

**Move to enter closed session to discuss negotiation of Collective Bargaining Agreement.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem
<b>AYES:</b>	Bowman, LaRussa, Schneemann
<b>ABSENT:</b>	Taylor

Council entered closed session at 8:40 p.m.

**Move to exit closed session.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	LaRussa, Mayor Pro Tem

Council exited closed session at 8:57 p.m.

**Move to approve the tentative collective bargaining agreement with the COAM as presented and instruct the City Manager to finalize the agreement and authorize him to sign it.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Schneemann, Councilmember
<b>AYES:</b>	LaRussa, Schneemann, Bowman
<b>ABSENT:</b>	Taylor

**13. Adjournment****Move to adjourn the meeting.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Schneemann, Councilmember
<b>SECONDER:</b>	LaRussa, Councilmember

The meeting adjourned at 8:58 p.m.

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Sara Bowman, Mayor

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Mary Mullison, City Clerk

Approval Date:

**\*\***To view approved documents, please see the Agenda Packet link that is relevant to this meeting at <http://farmgov.com/City-Services/Government/Agendas-and-Minutes/City-Council.aspx> or contact the City Clerk.





Special Meeting  
6:00 p.m., Monday, February 10, 2020  
Council Chambers  
23600 Liberty Street  
Farmington, MI 48335

**DRAFT**

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## SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on February 10, 2020, in 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 6:00 p.m. by Mayor Sara Bowman.

### 1. ROLL CALL

Attendee Name	Title	Status	Arrived
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

#### **City Administration Present**

City Clerk Mullison  
City Manager Murphy  
City Attorney Saarela

### 2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Schneemann, Councilmember

### 3. PUBLIC COMMENT

No public comment was heard.

#### 4. CITY COUNCIL CANDIDATE INTERVIEWS

Council interviewed the following candidates to fill an unexpired term on City Council: Rachel Frantz, Kevin Leiberum, Todd Thomas, Tom Buck, and David DeLind. Both Buck and DeLind interviewed via video conferencing.

Four remaining candidates are set to be interviewed in a Special Meeting set for February 11, 2020.

#### 5. OTHER BUSINESS

No other business was heard.

#### 6. COUNCIL COMMENT

LaRussa commended City Manager Murphy and administrative staff for preparation and successful implementation of the technology needed to interview remotely for two of the applicants. He commented that it was nice to be able to make sure all candidates could be included.

Bowman said that this interview process was a great opportunity to explain the difference between the words transparency and accessibility and that this interview session was a wonderful opportunity to be accessible and she thanked staff for the extra preparation needed to make it happen. She also thanked Council for the additional time these special meetings took out of their schedule and stated that their time was very much appreciated.

#### 7. ADJOURNMENT

**Move to adjourn the meeting.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Schneemann, Councilmember

The meeting adjourned at 8:37 pm.

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Sara Bowman, Mayor

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Mary J. Mullison, City Clerk

Approval Date:



Special Meeting  
6:00 p.m., Monday, February 11, 2020  
Council Chambers  
23600 Liberty Street  
Farmington, MI 48335

**DRAFT**

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## SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on February 11, 2020, in 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 6:00 p.m. by Mayor Sara Bowman.

### 1. ROLL CALL

Attendee Name	Title	Status	Arrived
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

#### City Administration Present

City Clerk Mullison  
City Manager Murphy  
City Attorney Schultz

### 2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	LaRussa, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember

### 3. PUBLIC COMMENT

No public comment was heard.

#### 4. CITY COUNCIL CANDIDATE INTERVIEWS

Council interviewed the remaining candidates to fill an unexpired term on City Council: Dorothy House, Greg Cowley, Geof Perrot, and Joy Montgomery.

Council plans to appoint one of the interviewees to fill the open seat at the upcoming February 18<sup>th</sup> meeting.

#### 5. OTHER BUSINESS

No other business was heard.

#### 6. COUNCIL COMMENT

LaRussa noted how invigorated he felt listening to the candidates state what they were excited about in the community and for the future. He is looking forward to deliberating and making the big decision.

Schneemann was encouraged about having a great pool of applicants for the open Council seat and said that they represent a diverse group of people. He remarked that their desire to be engaged and their willingness to participate was a very positive indication of the quality of the candidates.

Bowman stated that Council was fortunate to have nine candidates come forward and that she couldn't get past the fact that there were four candidates that she hadn't even met yet. Her favorite part of the process of looking to appoint a new councilmember was that there was a new opportunity to engage some people that have a willingness to put themselves in the volunteer realm. She also announced the State of the Cities event would be the next day on February 12<sup>th</sup> and that it was a great chance to find out what was happening in Farmington, Farmington Hills, and also the Farmington Public Schools.

#### 7. ADJOURNMENT

**Move to adjourn the meeting.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor, Councilmember
<b>SECONDER:</b>	Schneemann, Councilmember

The meeting adjourned at 8:11 pm.

\_\_\_\_\_  
Sara Bowman, Mayor

\_\_\_\_\_  
Mary J. Mullison, City Clerk

Approval Date:

<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> February 18, 2020	<b>Item Number</b>  <b>4C</b>	
<b>Submitted by:</b> Amy Norgard, Controller			
<u><b>Agenda Topic</b></u> Farmington Monthly Payments Report – January 2020			
<u><b>Proposed Motion</b></u> Approve Farmington Monthly Payments Report – January 2020			
<u><b>Background</b></u> See attachment			
<u><b>Materials Attached</b></u> AP Monthly Payments Report 013120			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>

# CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

**MONTH OF JANUARY 2020**

<b>FUND #</b>	<b>FUND NAME</b>	<b>AMOUNT:</b>
101	GENERAL FUND	\$ 402,884.17
202	MAJOR STREET FUND	\$ 114,410.50
203	LOCAL STREET FUND	\$ 38,397.29
401	CAPITAL IMPROVEMENT MILLAGE	\$ 1,383.95
592	WATER & SEWER FUND	\$ 291,889.30
595	FARMINGTON COMMUNITY THEATER FUND	\$ 39,257.74
640	DPW EQUIPMENT REVOLVING FUND	\$ 13,791.82
701	AGENCY FUND	\$ 10,191.68
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 52,574.99
	<b>TOTAL CITY PAYMENTS ISSUED:</b>	<b>\$ 964,781.44</b>
136	47TH DISTRICT COURT FUND	\$ 427,992.04
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 17,355.75
260	INDIGENT DEFENSE FUND	\$ 21,975.00
290	FRIENDS OF THE WARNER MANSION	\$ 423.67
	<b>TOTAL OTHER ENTITIES PAYMENTS ISSUED:</b>	<b>\$ 467,746.46</b>
	<b>TOTAL PAYMENTS ISSUED</b>	<b>\$ 1,432,527.90</b>

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

# CITY OF FARMINGTON - ACH PAYMENTS REPORT

<b>MONTH OF JANUARY 2020</b>
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<b>TRANSFER FROM:</b>	<b>TRANSFER TO:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
Agency Tax	Farmington Public Schools	Tax Payment #13	157,174.44
Agency Tax	Oakland County	Tax Payment #13	40,829.67
Agency Tax	Farmington Comm. Library	Tax Payment #13	12,304.77
Agency Tax	Farmington Public Schools	Tax Payment #14	140,501.61
Agency Tax	Oakland County	Tax Payment #14	38,026.38
Agency Tax	Farmington Comm. Library	Tax Payment #14	11,759.80
Agency Tax	Farmington Public Schools	Tax Payment #15	81,334.57
Agency Tax	Oakland County	Tax Payment #15	19,455.49
Agency Tax	Farmington Comm. Library	Tax Payment #15	5,831.85
Agency Tax	Farmington Public Schools	Tax Payment #16	110,642.29
Agency Tax	Oakland County	Tax Payment #16	24,529.92
Agency Tax	Farmington Comm. Library	Tax Payment #16	7,554.01
Agency Tax	Farmington Public Schools	Tax Payment #17	154,565.80
Agency Tax	Oakland County	Tax Payment #17	36,075.32
Agency Tax	Farmington Comm. Library	Tax Payment #17	9,856.51
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	224,628.65
General Fund	Federal Gov't	W/H & FICA Payroll	82,468.76
General Fund	MERS	December Transfer	67,829.80
General Fund	MERS HCSP	December Transfer	4,692.42
General Fund	ICMA	ICMA Plans - City & Dept. Hei	18,789.21
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	2,298.44
<b>TOTAL CITY ACH TRANSFERS</b>			<b>1,251,149.71</b>
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	89,709.16
Court Fund	Federal Gov't	W/H & FICA Payroll	31,363.68
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,832.30
Court Fund	ICMA	Health Savings/401 Accounts	11,493.99
Court Fund	Old National Bank	Health Savings Account	594.46
<b>TOTAL OTHER ENTITIES ACH TRANSFERS</b>			<b>134,993.59</b>





## FARMINGTON PUBLIC SAFETY DEPARTMENT

23600 Liberty Street  
Farmington, MI 48335  
248-474-4700

Frank J. Demers, Public Safety Director



## MONTHLY PUBLIC SAFETY REPORT JANUARY, 2020

### **Customer Trouble**

On 01/03/2020 officers responded to the Cottage Inn Pizzeria on Grand River Ave for a report of a customer yelling at staff because they refused to take her Groupon. Contact was made with the woman who was advised to not return to the business.

### **Hit and Run Accident – Operate While Intoxicated**

On 01/04/2020 at 7:00 PM, officers responded to an accident that occurred at Nine Mile and Farmington Rd. Upon arrival officers learned that the at-fault vehicle had fled the scene. Officers located the vehicle at Cass and Rhonswood where it had been involved in a second accident. The driver exhibited signs of intoxication and failed several sobriety exams. The driver submitted to a preliminary breath test with a result of a .18. The driver was arrested and charged with OWI and leaving the scene of an accident.

### **Operate While Intoxicated**

On 01/04/2020 an officer on patrol was nearly struck by a vehicle in the area of Grand River and Warner when the driver failed to stop at a stop sign and drove into the opposing lane of traffic. The driver was stopped at Grand River and Grove. The driver exhibited signs of intoxication and failed several sobriety exams. The driver was arrested for OWI and had a blood alcohol content of a .25. The driver has a prior OWI and is charged with the second offense.

### **Fraud**

On 01/09/2020 a Robinwood resident came into the Police Department to report that she was the victim of a scam. The victim advised that she had purchased two bottles of expensive cologne from a seller on E-bay. Upon receiving the items in the mail, she discovered that the package was empty. The victim contacted E-bay, who advised her to file a report with her local police.

### **Customer Trouble**

On 01/11/2020 officers responded to the Zap Zone on Grand River Ave for a report of 4 unruly customers. Upon arrival officers learned from employees that 4 customers had been purposely crashing the go-carts despite being told several times to stop. One of the customers threatened an employee, so police were called. Upon request of management, the 4 subjects were told to leave. All 4 complied without further incident.

### **Civil Matter**

On 01/11/2020 officers were dispatched to Page's Restaurant on Farmington Rd. for a report of an employee complaining that he had not been paid. Upon arrival officers located the man, who appeared intoxicated. The man was ordered to leave and make arrangements to retrieve his pay the next day.

### **Larceny of Auto Part**

On 01/11/2020 an officer was dispatched to the Farmington Oaks Apartment Complex on Farmington Rd. for a report of a stolen catalytic converter off of a vehicle. Upon arrival the officer spoke with the victim and learned that she had parked her Ford in the parking lot of the complex on 12/30/2019. On 01/11/2020 the victim's son noticed that the catalytic converter had been cut off of the vehicle. The victim has no suspects.

### **Suspicious Circumstance**

On 01/11/2020 an officer was dispatched to the downtown center for a report of a stolen vehicle. Upon arrival the officer located the victim, a resident from Novi. The victim advised that she had parked her vehicle near the Farmington Florist on 01/10/2020, leaving it in the lot overnight. On 01/11/2020 the victim returned to the parking lot and noticed her car missing. The officer was able to locate the missing vehicle at the Maxfield Training Center and noted that it had not been stolen.

### **Unlawful Entry**

On 01/12/2020 officers responded to the 23600 block of Farmington Rd. (apartments above Kitchen Master) for a report of a suspicious man who walked into an apartment uninvited. Upon arrival officers located the man and took him into custody. Officers interviewed the complainant and learned that she had been sitting on her couch when she heard her door open. She observed the man walk into her apartment and asked what he was doing. The man asked if he could stay inside the apartment in order to get warm because he is homeless. The man left when told no, and was soon arrested by police. The man was charged with unlawful entry.

### **Burglary**

On 01/13/2020 an officer responded to the Dunkin Donuts on Farmington Rd for a report of a late report burglary. Upon arrival the officer learned that staff had opened the shop on 01/11/2020 and discovered that the nighttime cash drop was missing. A review of the surveillance video revealed that an unknown masked man had burglarized the business during the night. The case was forwarded to the detective bureau for further investigation.

### **Fraud**

On 01/15/2020 a Brookdale Condo resident came into the police department to report that she was the victim of a fraud. The elderly resident advised that she had met a man online and became friends with him. The man convinced her to purchase 6 iPhones from AT&T and ship them to another individual in Jew Jersey. In addition, the man convinced the woman to give

him her Social Security number and Bank account information. The man advised the woman that he would pay for the phones through her accounts. The woman was alerted to the scam by the US Postal Inspectors, who is investigating the crime.

### **Suspicious Circumstance**

On 01/15/2020 a Drakeshire Apartment resident came into the police department to report that over the last few months an unknown person has been spitting on her vehicle. The complainant does not know who or why the person is doing this to her.

### **Operate While Intoxicated 2<sup>nd</sup> offense**

On 01/15/2020 an officer on patrol stopped a vehicle for speeding and disobey a red light in the area of Grand River and Farmington. Further investigation revealed that the driver exhibited signs of intoxication. The driver failed several sobriety exams and was arrested for operating while intoxicated. The driver had a blood alcohol level of a .13 BAC and had a suspended driver's license as well as several warrants for his arrest. The driver was housed at the Farmington jail. The driver had a prior conviction for OWI and was charged with a second offense.

### **Retail Fraud**

On 01/17/2020 an officer was dispatched to a report of a shoplifting at the Tweeny's Party Store on Grand River Ave. Upon arrival the officer learned from the clerk that two suspects (pictured to the right) had come into the store and concealed 3 bottles of liquor and left. The suspects left in a burgundy Ram 1500 truck.



Anyone recognizing these two individuals, please contact Detective Miracle at 248-474-5500 ext 2239

### **Minor in Possession of Alcohol**

On 01/17/2020 officers were dispatched to the Zap Zone on Grand River Ave for a report of disorderly teens. Upon arrival officers located several teenage girls, one of which had been vomiting in the restroom. Officers noted that a total of 4 fifteen year old females exhibited signs of intoxication. The 4 girls admitted to having consumed alcohol and were cited for same (civil infraction). The girls were turned over to their parents.

### **Assault and Battery**

On 01/17/2020 an officer was dispatched to the area of Grand River and Orchard Lake for a report of an assault that had occurred on the SMART bus. Upon arrival the officer spoke with the victim who advised that she had gotten into an argument with two males while riding the

bus. The victim threatened to assault the males and the males threatened to assault the victim. When the bus stopped at Grand River and Orchard Lake, the two males walked by the victim and struck her in the face. At that point the two males fled the bus and ran north on Orchard Lake Rd. The female had never seen the males before and only wanted the incident documented.

### **Fraud**

On 01/18/2020 an officer responded to a residence on Moore St. for a report of a fraud. Upon arrival the officer learned that the victim had received an email on 01/12/2020 from what appeared to be Chase Bank asking her to verify her email and password. The victim provided the requested information and on 01/16/2020 she noticed that almost \$10,000 had been transferred out of her Chase Account. The victim contacted Chase Bank who had the victim contact police.

### **Operate While Intoxicated – Accident**

On 01/18/2020 an officer responded to a report of a car that struck the Jamestown Apartment sign at the Jamestown Apartment complex. Upon arrival the officer located the vehicle unoccupied and could not locate the driver. The officer located a group of residents who advised that they were friends of the driver and knew where she was. The officer located the driver at her apartment and noted that she exhibited signs of intoxication. The driver admitted to having consumed alcohol and failed several sobriety exams. The driver was arrested for operating while intoxicated and was housed at the Farmington Jail. The driver's blood alcohol level was a .11.

### **Carbon Monoxide Detector Activation**

On 01/20/2020 Officers responded to a home on Birchwood St for a report of a carbon monoxide detector activation. Upon arrival the officers checked the residence for carbon monoxide gas and found that there was none present.

### **Larceny from Auto**

On 01/22/2020 an officer was dispatched to a residence on Cortland St. for a report of a vehicle break-in. Upon arrival the officer learned from the victim that he had parked his in his driveway the previous night and then noticed the following day that his firearm was stolen from the center console of the vehicle. The owner advised that he does not believe that he locked his vehicle. The case was forwarded to the detective bureau for further investigation.

### **Larceny from Auto**

On 01/22/2020 an officer was dispatched to a residence on Wilmarth for a report of personal items found behind a garage. Upon arrival the officer learned that the homeowner found the items behind her garage when she let her dog out. The officer located the owner of the property, a Glenview St. resident. The officer learned that the targeted vehicle had been left unlocked. The case was forwarded to the detective bureau for further investigation.

**Ordinance Violation**

On 01/24/2020 an officer was dispatched to a residence on Floral St. for a report of an arrow found by the homeowner in his backyard. Upon arrival, the officer noted that the hunting arrow appeared to have come from the residence behind (Hawthorne St). The officer located the owner of the arrow, who admitted to practicing with it in his backyard. The man was educated regarding city ordinance prohibiting the use of bows within city limits (as well as the discharge of firearms and other projectiles).

**Larceny from Auto**

On 01/27/2020 a Farmington Hills resident reported at the police department that on 01/25/2020 an unknown person had entered her unlocked vehicle and stole money from her purse while it was parked at St. Gerald's Church on Farmington Rd. A review of the church surveillance video shows a heavy set African American female in a Dodge Durango enter the parking lot during a mass. The female enters the victim's vehicle as well as another vehicle and then leaves the scene. The incident was forwarded to the Detective Bureau for further investigation.

**Customer Trouble**

On 01/29/2020 an officer responded to the "We Buy It and Sell It All" pawn shop on Grand River Ave. for a report of threats made to workers from a customer. Upon arrival the officer spoke with the manager who advised that a customer had purchased a marble table that staff had accidentally damaged. The customer was upset about the manager not fixing the table right away so he threatened to throw the table through the business window. The customer was contacted and advised that he could not return to the business.

**Fraud**

On 01/30/2020 a Farmington business owner noticed suspicious orders to the business credit card. The owner investigated the charges and learned that his account had been compromised.

**Odor of Natural Gas**

On 01/31/2020 an officer on patrol detected an odor of natural gas in the area of Hawthorne and Grand River Ave. The officer was unable to determine the source of the gas so the scene was turned over to Consumer Energy.

**Additional Information:**

During the month of January, all public safety personnel (sworn, reserve and civilian) participated in annual CPR and AED recertification training. In addition, officers reviewed the department's blood-borne pathogen policy.

MONTHLY PUBLIC SAFETY REPORT  
JANUARY 2020

Crime Part	Crime Category	Jan-2020	Dec-2019	Percent Change	YTD 2020	YTD 2019	Percent Change
A	ALL OTHER OFFENSES	1	0	-	1	0	-
A	ASSAULT - SIMPLE	5	1	400.0%	5	2	150.0%
A	BURGLARY - ALL OTHER	1	0	-	1	5	-80.0%
A	DAMAGE TO PROPERTY	0	0	-	0	5	-100.0%
A	DRUG OFFENSES	0	1	-100.0%	0	2	-100.0%
A	EMBEZZLEMENT	0	1	-100.0%	0	0	-
A	FORGERY / COUNTERFEITING	0	1	-100.0%	0	2	-100.0%
A	FRAUD	3	1	200.0%	3	2	50.0%
A	INTIMIDATION / STALKING	1	0	-	1	2	-50.0%
A	LARCENY - ALL OTHER	0	1	-100.0%	0	2	-100.0%
A	LARCENY - FROM AUTO (LFA)	5	0	-	5	1	400.0%
A	LARCENY - RETAIL FRAUD	2	0	-	2	0	-
A	SEX CRIME (VIOLENT)	0	0	-	0	1	-100.0%
A	WEAPONS OFFENSE	2	1	100.0%	2	1	100.0%
A	<b>Total</b>	<b>20</b>	<b>7</b>	<b>185.7%</b>	<b>20</b>	<b>25</b>	<b>-20.0%</b>
B	ACCIDENT - HIT & RUN	2	2	0.0%	2	0	-
B	ALL OTHER OFFENSES	1	2	-50.0%	1	0	-
B	BURGLARY - ALL OTHER	1	0	-	1	0	-
B	FRAUD	0	0	-	0	3	-100.0%
B	HEALTH AND SAFETY	1	3	-66.7%	1	1	0.0%
B	LIQUOR LAW VIOLATION	2	1	100.0%	2	2	0.0%
B	OBSTRUCTING JUSTICE	3	1	200.0%	3	0	-
B	OBSTRUCTING POLICE	0	0	-	0	1	-100.0%
B	OUI OF LIQUOR / DRUGS	6	7	-14.3%	6	7	-14.3%
B	PUBLIC PEACE	1	1	0.0%	1	0	-
B	TRESPASSING / INVASION OF PRIVACY	0	0	-	0	2	-100.0%
B	<b>Total</b>	<b>17</b>	<b>17</b>	<b>0.0%</b>	<b>17</b>	<b>16</b>	<b>6.3%</b>
C	ACCIDENT	24	21	14.3%	24	34	-29.4%
C	ALL OTHER OFFENSES	798	769	3.8%	798	907	-12.0%
C	CITATION	18	19	-5.3%	18	30	-40.0%
C	FAMILY OFFENSE	10	9	11.1%	10	5	100.0%
C	SUSPICIOUS	35	42	-16.7%	35	51	-31.4%
C	WARRANT	17	20	-15.0%	17	37	-54.1%
C	<b>Total</b>	<b>902</b>	<b>880</b>	<b>2.5%</b>	<b>902</b>	<b>1,064</b>	<b>-15.2%</b>
D	ALL OTHER OFFENSES	52	46	13.0%	52	55	-5.5%
D	CITATION	2	2	0.0%	2	0	-
D	<b>Total</b>	<b>54</b>	<b>48</b>	<b>12.5%</b>	<b>54</b>	<b>55</b>	<b>-1.8%</b>
E	ALL OTHER OFFENSES	8	16	-50.0%	8	21	-61.9%
E	<b>Total</b>	<b>8</b>	<b>16</b>	<b>-50.0%</b>	<b>8</b>	<b>21</b>	<b>-61.9%</b>

## PRELIMINARY 2019 CRIME STAT SUMMARY REPORT

Crime Part	Crime Category	Dec-2019	Nov-2019	Percent	YTD 2019	YTD 2018	Percent Change
A	ALL OTHER OFFENSES	0	1	-100.0%	1	0	-
A	ASSAULT - AGGRAVATED	0	1	-100.0%	4	9	-55.6%
A	ASSAULT - SIMPLE	1	4	-75.0%	32	27	18.5%
A	BURGLARY - ALL OTHER	0	0	-	11	1	1,000.0%
A	BURGLARY - RESIDENTIAL	0	1	-100.0%	6	1	500.0%
A	DAMAGE TO PROPERTY	0	2	-100.0%	18	11	63.6%
A	DRUG OFFENSES	1	0	-	10	133	-92.5%
A	EMBEZZLEMENT	0	0	-	4	3	33.3%
A	FORGERY / COUNTERFEITING	1	0	-	7	0	-
A	FRAUD	1	5	-80.0%	40	21	90.5%
A	INTIMIDATION / STALKING	0	0	-	16	3	433.3%
A	LARCENY - ALL OTHER	1	3	-66.7%	32	29	10.3%
A	LARCENY - FROM AUTO (LFA)	0	1	-100.0%	25	16	56.3%
A	LARCENY - RETAIL FRAUD	0	2	-100.0%	12	7	71.4%
A	MOTOR VEHICLE THEFT / FRAUD	0	0	-	5	5	0.0%
A	SEX CRIME (VIOLENT)	0	0	-	3	3	0.0%
A	STOLEN PROPERTY	0	0	-	0	1	-100.0%
A	WEAPONS OFFENSE	1	0	-	9	6	50.0%
A	<b>Total</b>	<b>6</b>	<b>20</b>	<b>-70.0%</b>	<b>235</b>	<b>276</b>	<b>-14.9%</b>
B	ACCIDENT - HIT & RUN	2	0	-	2	0	-
B	ALL OTHER OFFENSES	2	1	100.0%	17	30	-43.3%
B	FAMILY OFFENSE	0	0	-	4	0	-
B	FRAUD	0	0	-	12	6	100.0%

<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> February 18, 2020	<b>Item Number 4E</b>	
<b>Submitted by:</b> Amy Norgard, Controller			
<u><b>Agenda Topic</b></u> Farmington Quarterly Investment Report –12/31/19			
<u><b>Proposed Motion</b></u> Approve Farmington Quarterly Investment Report – 12/31/19			
<u><b>Background</b></u> See attachment			
<u><b>Materials Attached</b></u> Farmington Quarterly Investment Report – 12-31-19			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>



**INVESTMENT REPORT**  
**CITY OF FARMINGTON**  
**QUARTER ENDED DECEMBER 31, 2019**

Submitted by:  
Christopher M. Weber, Director of Finance and Administration

CITY OF FARMINGTON  
 QUARTER ENDING DECEMBER 31, 2019

	BALANCE	BALANCE	BALANCE	RATE OF RETURN			MATURITY	RATING	RATING AGENCY
	10/31/19	11/30/19	12/31/19	10/31/19	11/30/19	12/31/19			
<b>Pooled Mutual Funds:</b>									
Comerica	\$ 2,527,869	\$ 1,530,484	\$ 1,532,379	1.660%	1.510%	1.460%	Daily	Not rated	N/A
Oakland County Investment Pool	1,780,661	1,784,485	4,790,094	3.271%	2.649%	1.683%	Daily	Not rated	N/A
Michigan Class	4,362,185	4,368,903	4,375,671	1.990%	1.870%	1.820%	Daily	AAAm	S&P
<b>Total Pooled Funds:</b>	<b>8,670,715</b>	<b>7,683,872</b>	<b>10,698,144</b>						
<b>Certificates of Deposit:</b>									
Comerica	1,000,000	1,000,000	-	2.150%	2.150%		12/19/2019	5	Bauer
Horizon	502,873	-	-	2.900%			11/29/2019	5	Bauer
Horizon	509,527	-	-	2.000%	2.000%		11/29/2019	5	Bauer
TCF	1,022,068	-	-	2.010%	2.010%		11/29/2019	4	Bauer
CIBC	-	1,028,311	1,028,311		1.800%	1.800%	2/27/2020	5	Bauer
CIBC	1,000,000	-	-	2.800%			11/29/2019	5	Bauer
<b>Total Certificates of Deposit:</b>	<b>4,034,467</b>	<b>2,028,311</b>	<b>1,028,311</b>						
<b>Uninvested:</b>	<b>\$ 927,399</b>	<b>\$ 2,825,024</b>	<b>\$ 724,436</b>	Bank Analysis Credit Earned			N/A		
<b>Less: Authorities/Entities**</b>	<b>(1,264,701)</b>	<b>(1,221,462)</b>	<b>(1,293,706)</b>						
<b>TOTAL:</b>	<b>\$ 12,367,880</b>	<b>\$ 11,315,745</b>	<b>\$ 11,157,185</b>						

\*\* Investment Balances do not include the investments of the 47th District Court, the Indigent Defense Fund, the Farmington Brownfield Redevelopment Authority, the Corridor Improvement Authority, the Farmington Downtown Development Authority, the Friends of the Governor Warner Mansion, or the Public Employee Health Care Funds invested with Morgan Stanley Smith Barney.

<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> February 18, 2020	<b>Item Number 4F</b>	
<b>Submitted by:</b> Amy Norgard, Controller			
<u><b>Agenda Topic</b></u> Farmington Quarterly Financial Report – 12/31/19			
<u><b>Proposed Motion</b></u> Approve Farmington Quarterly Financial Report – 12/31/19			
<u><b>Background</b></u> See attachment			
<u><b>Materials Attached</b></u> Farmington Quarterly Financial Report – 12-31-19			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>

**FINANCIAL REPORT**  
**CITY OF FARMINGTON**  
**QUARTER ENDED DECEMBER 31, 2019**

Submitted by:  
Christopher M. Weber, Director of Finance and Administration

# CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 12-31-19

## BUDGETED FUNDS:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
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### GENERAL FUND:

Property Taxes	5,401,187.00	5,247,526.15	(153,660.85)	General Government	1,876,804.00	808,909.54	(1,067,894.46)
Licenses & Permits	160,100.00	102,240.75	(57,859.25)	47th District Court	492,908.00	246,454.02	(246,453.98)
Federal Grants	122,161.00	95,539.00	(26,622.00)	Public Safety	4,231,483.00	2,016,729.98	(2,214,753.02)
State Shared Revenues & Grants	1,114,351.00	417,850.00	(696,501.00)	Public Services	1,304,679.00	709,406.11	(595,272.89)
Charges For Services	2,058,912.00	1,113,648.77	(945,263.23)	Health Welfare	7,071.00	0.00	(7,071.00)
Fines & Forfeits	500,500.00	175,932.50	(324,567.50)	Economic/Community Development	267,326.00	108,100.80	(159,225.20)
Other Revenue	225,219.00	89,627.62	(135,591.38)	Recreation and Cultural Services	817,368.00	360,780.73	(456,587.27)
Transfer, Capital Improvement Fund	151,756.00	0.00	(151,756.00)	Contingency	20,000.00	0.00	(20,000.00)
				Transfer, Nonvoted Debt Service	159,171.00	2,771.04	(156,399.96)
				Transfer, OPEB Debt Service	442,549.00	21,441.50	(421,107.50)
				Transfer, S/A Debt Fund	126,002.00	126,002.00	0.00
<b>Total Revenues:</b>	<b>9,734,186.00</b>	<b>7,242,364.79</b>	<b>(2,491,821.21)</b>	<b>Total Expenditures:</b>	<b>9,745,361.00</b>	<b>4,400,595.72</b>	<b>(5,344,765.28)</b>
Appropriation, Fund Equity	11,175.00			Transfer, Fund Equity	0.00		
<b>Total Revenues/Appr Fund Equity:</b>	<b>9,745,361.00</b>	<b>7,242,364.79</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>9,745,361.00</b>	<b>4,400,595.72</b>	

### CAPITAL IMPROVEMENT FUND:

Other Revenue	10,000.00	6,041.28	(3,958.72)	Transfer, General Fund	151,756.00	0.00	(151,756.00)
<b>Total Revenues:</b>	<b>10,000.00</b>	<b>6,041.28</b>	<b>(3,958.72)</b>	<b>Total Expenditures:</b>	<b>151,756.00</b>	<b>0.00</b>	<b>(151,756.00)</b>
Appropriation, Fund Equity				Transfer, Fund Equity	(141,756.00)		
<b>Total Revenues/Appr Fund Equity:</b>	<b>10,000.00</b>	<b>6,041.28</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>10,000.00</b>	<b>0.00</b>	

### CAPITAL IMPROVEMENT MILLAGE FUND:

Property Taxes	723,000.00	705,597.71	(17,402.29)	Capital Outlay	716,000.00	10,257.96	(705,742.04)
Other Revenue	1,000.00	4,557.99	3,557.99	<b>Total Expenditures:</b>	<b>716,000.00</b>	<b>10,257.96</b>	<b>(705,742.04)</b>
<b>Total Revenues:</b>	<b>724,000.00</b>	<b>710,155.70</b>	<b>(13,844.30)</b>	Transfer, Fund Equity	8,000.00		
Appropriation, Fund Equity	0.00			<b>Total Expenditures/Trans Fund Equity</b>	<b>724,000.00</b>	<b>10,257.96</b>	
<b>Total Revenues/Appr Fund Equity:</b>	<b>724,000.00</b>	<b>710,155.70</b>					

# CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 12-31-19

## BUDGETED FUNDS:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
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### MAJOR STREET FUND:

State Shared Revenue	665,704.00	233,158.39	(432,545.61)	Operation & Maintenance	375,312.00	130,320.53	(244,991.47)
Contracts	119,649.00	72,676.55	(46,972.45)	Construction	1,935,152.00	615,755.29	(1,319,396.71)
Grants	350,000.00	0.00	(350,000.00)	Transfer, Local Street Fund	120,000.00	0.00	(120,000.00)
Other Revenues	203,552.00	4,627.82	(198,924.18)	Debt Service	143,950.00	138,392.50	(5,557.50)
Bond Proceeds	1,000,000.00	0.00	(1,000,000.00)				
<b>Total Revenues:</b>	<b>2,338,905.00</b>	<b>310,462.76</b>	<b>(2,028,442.24)</b>	<b>Total Expenditures:</b>	<b>2,574,414.00</b>	<b>884,468.32</b>	<b>(1,689,945.68)</b>
Appropriation, Fund Equity	235,509.00			Transfer, Fund Equity	0.00		
<b>Total Revenues/Appr Fund Equity:</b>	<b>2,574,414.00</b>	<b>310,462.76</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>2,574,414.00</b>	<b>884,468.32</b>	

### LOCAL STREET FUND:

State Shared Revenue	281,284.00	98,361.86	(182,922.14)	Operation & Maintenance	241,197.00	95,337.27	(145,859.73)
Special Assessments	9,300.00	8,400.00	(900.00)	Construction	1,107,000.00	261,759.10	(845,240.90)
Other Revenues	20,727.00	1,030.92	(19,696.08)				
Bond Proceeds	700,000.00	0.00	(700,000.00)				
Transfer, Munipal Street Fund	70,000.00	0.00	(70,000.00)				
Transfer, Major Street Fund	120,000.00	0.00	(120,000.00)				
<b>Total Revenues:</b>	<b>1,201,311.00</b>	<b>107,792.78</b>	<b>(1,093,518.22)</b>	<b>Total Expenditures:</b>	<b>1,348,197.00</b>	<b>357,096.37</b>	<b>(991,100.63)</b>
Appropriation, Fund Equity	146,886.00			Transfer, Fund Equity	0.00		
<b>Total Revenues/Appr Fund Equity:</b>	<b>1,348,197.00</b>	<b>107,792.78</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>1,348,197.00</b>	<b>357,096.37</b>	

### MUNICIPAL STREET FUND:

Property Taxes	508,424.00	497,569.58	(10,854.42)	Transfer, Local Street Fund	70,000.00	0.00	(70,000.00)
State Shared Revenue	3,881.00	3,899.71	18.71				
Other Revenue	14,000.00	9,822.46	(4,177.54)				
<b>Total Revenues:</b>	<b>526,305.00</b>	<b>511,291.75</b>	<b>(15,013.25)</b>	<b>Total Expenditures:</b>	<b>70,000.00</b>	<b>0.00</b>	<b>(70,000.00)</b>
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	456,305.00		
<b>Total Revenues/Appr Fund Equity:</b>	<b>526,305.00</b>	<b>511,291.75</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>526,305.00</b>	<b>0.00</b>	

# CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 12-31-19

BUDGETED FUNDS:							
REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)

**BROWNFIELD REDEVELOP AUTHORITY:**

Total Revenues:	3,440.00	3,201.08	(238.92)	Total Expenditures:	3,000.00	0.00	(3,000.00)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	440.00		
<b>Total Revenues/Appr Fund Equity:</b>	<b>3,440.00</b>	<b>3,201.08</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>3,440.00</b>	<b>0.00</b>	

**CORRIDOR IMPROVEMENT AUTHORITY:**

Total Revenues:	10,400.00	8,967.50	(1,432.50)	Total Expenditures:	5,000.00	0.00	(5,000.00)
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	5,400.00		
<b>Total Revenues/Appr Fund Equity:</b>	<b>10,400.00</b>	<b>8,967.50</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>10,400.00</b>	<b>0.00</b>	

**DWTWN DEVELOPMENT AUTHORITY:**

Total Revenues:	699,090.00	560,308.09	(138,781.91)	Total Expenditures:	783,590.00	305,950.65	(477,639.35)
Appropriation, Fund Equity	84,500.00			Transfer, Fund Equity	0.00		
<b>Total Revenues/Appr Fund Equity:</b>	<b>783,590.00</b>	<b>560,308.09</b>		<b>Total Expenditures/Trans Fund Equity</b>	<b>783,590.00</b>	<b>305,950.65</b>	

<b>TOTAL BUDGETARY FUNDS REVENUE:</b>	<b>\$9,460,585.73</b>		<b>TOTAL BUDGETARY FUNDS EXPENDITURES:</b>	<b>\$5,958,369.02</b>
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# CITY OF FARMINGTON - FINANCIAL REPORT - QUARTER ENDING 12-31-19

## SUPPLEMENTAL INFORMATION:

REVENUES:	AMENDED BUDGET	YTD REVENUES	VARIANCE OVER (UNDER)	EXPENDITURES:	AMENDED BUDGET	YTD EXPENDITURES	VARIANCE OVER (UNDER)
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### WATER & SEWER FUND:

Water & Sewer Sales	4,998,922.00	2,683,210.28	(2,315,711.72)	Operating & Maintenance	4,403,305.00	1,761,764.50	(2,641,540.50)
Service Fees	75,000.00	26,311.13	(48,688.87)	<b>Total O &amp; M Expenditures:</b>	<b>4,403,305.00</b>	<b>1,761,764.50</b>	<b>(2,641,540.50)</b>
Other Revenue	83,000.00	59,269.94	(23,730.06)	Capital Outlay	2,521,394.00	383,003.27	(2,138,390.73)
Bond Proceeds	2,000,000.00	1,046.18	(1,998,953.82)	Debt, Principal and Interest	324,716.00	202,776.49	(121,939.51)
				Transfer, OPEB Debt Service	23,280.00	1,128.50	(22,151.50)
<b>Total Revenues:</b>	<b>7,156,922.00</b>	<b>2,769,837.53</b>	<b>(4,387,084.47)</b>	<b>Capital &amp; Debt Outlays</b>	<b>2,869,390.00</b>	<b>586,908.26</b>	<b>(2,282,481.74)</b>
Appropriation, Fund Equity	115,773.00			Transfer, Debt & Equity	0.00		
<b>Total O &amp; M/ Other Revenues:</b>	<b>7,272,695.00</b>	<b>2,769,837.53</b>		<b>Total O &amp; M Exp. &amp; Trans Debt &amp; Equity</b>	<b>7,272,695.00</b>	<b>2,348,672.76</b>	

### FARMINGTON COMMUNITY THEATER FUND:

Admission/Rentals/Concessions	542,900.00	196,822.25	(346,077.75)	Operation & Maintenance	541,373.00	212,952.51	(328,420.49)
Other Revenue	27,349.00	11,273.38	(16,075.62)	<b>Total O &amp; M Expenditures:</b>	<b>541,373.00</b>	<b>212,952.51</b>	<b>(328,420.49)</b>
			0.00	Capital Outlay	15,000.00	0.00	(15,000.00)
<b>Total Revenues:</b>	<b>570,249.00</b>	<b>208,095.63</b>	<b>(362,153.37)</b>	<b>Total Capital Outlays</b>	<b>15,000.00</b>	<b>0.00</b>	<b>(15,000.00)</b>
Appropriation, Fund Equity	0.00			Transfer, Fund Equity	13,876.00		
<b>Total Financing Sources:</b>	<b>570,249.00</b>	<b>208,095.63</b>		<b>Total O &amp; M Exp. &amp; Trans Debt &amp; Equity</b>	<b>570,249.00</b>	<b>212,952.51</b>	



<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> February 18, 2020	<b>Item Number 4G</b>	
<b>Submitted by:</b> Amy Norgard, Controller			
<u><b>Agenda Topic</b></u> Farmington Quarterly Financial Report Court – 12/31/19			
<u><b>Proposed Motion</b></u> Approve Farmington Quarterly Financial Report Court – 12/31/19			
<u><b>Background</b></u> See attachment			
<u><b>Materials Attached</b></u> Farmington Quarterly Financial Report Court – 12-31-19			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>

**FINANCIAL REPORT**  
**47TH DISTRICT COURT**  
**QUARTER ENDED DECEMBER 31, 2019**

Distribution:

District Judges  
Court Administrator  
City Manager, Farmington Hills  
Finance Director, Farmington Hills  
City Council, Farmington  
City Manager, Farmington

Submitted by:  
Christopher M. Weber, Director of Finance and Administration

User: anorgard

DB: Farmington

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	BALANCE 12/31/2018	2019-20 AMENDED BUDGET	BEG. BALANCE 07/01/2019	END BALANCE 12/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 136 - 47TH DISTRICT COURT FUND							
Assets							
Dept 000.00							
136-000.00-001.000	CASH-GENERAL RECEIVING	440,158.55		275,292.06	622,951.68		
136-000.00-003.000	CERTIFICATES OF DEPOSIT	0.00		0.00	0.00		
136-000.00-004.000	IMPREST CASH	1,950.00		1,950.00	1,950.00		
136-000.00-040.000	A/R MISCELLANEOUS	0.00		4,479.05	0.00		
136-000.00-040.100	A/R INVOICES	0.00		0.00	0.00		
136-000.00-041.000	A/R MMRMA RAP GRANT	0.00		0.00	0.00		
136-000.00-056.000	ACCRUED INTEREST RECEIVABLE	0.00		0.00	0.00		
136-000.00-071.001	DUE FROM FARMINGTON HILLS	0.00		222,480.00	0.00		
136-000.00-071.002	DUE FROM CITY OF FARMINGTON	0.00		0.00	0.00		
136-000.00-071.003	DUE FROM CITIES-COURT BLDG	0.00		0.00	0.00		
136-000.00-078.000	DUE FROM STATE OF MICHIGAN	0.00		984.15	0.00		
136-000.00-084.000	DUE FROM OTHER FUNDS	0.00		0.00	0.00		
136-000.00-084.101	DUE FROM GENERAL FUND	0.00		0.00	0.00		
136-000.00-084.120	DUE FROM GEN RECEIVING FUND	0.00		0.00	0.00		
136-000.00-084.130	DUE FROM GEN DISBURSING FUND	0.00		0.00	0.00		
136-000.00-084.248	DUE FROM DOWNTOWN DEVELOP AUTH	0.00		0.00	0.00		
136-000.00-084.260	DUE FROM INDIGENT DEFENSE FUND	0.00		13,710.72	0.00		
136-000.00-084.592	DUE FROM WATER & SEWER FUND	0.00		0.00	0.00		
136-000.00-084.701	DUE FROM AGENCY FUND	0.00		0.00	0.00		
136-000.00-102.000	PREPAID EXPENSES	537.50		19,072.27	0.00		
Total Dept 000.00		442,646.05		537,968.25	624,901.68		
TOTAL ASSETS		442,646.05		537,968.25	624,901.68		
Liabilities							
Dept 000.00							
136-000.00-202.000	ACCOUNTS PAYABLE, P O	0.00		51,285.41	0.00		
136-000.00-202.002	ACCOUNTS PAYABLE, ACCRUED	0.00		539.33	0.00		
136-000.00-214.101	DUE TO GENERAL FUND	23.03		28.50	13.50		
136-000.00-214.130	DUE TO GEN DISBURSING FUND	(150.00)		0.00	0.00		
136-000.00-214.260	DUE TO INDIGENT DEFENSE FUND	0.00		0.00	0.00		
136-000.00-214.701	DUE TO AGENCY FUND	0.00		0.00	0.00		
136-000.00-214.704	DUE TO PAYROLL FUND	0.00		0.00	0.00		
136-000.00-214.740	DUE TO FRINGE BENEFITS FUND	0.00		0.00	0.00		
136-000.00-221.000	DUE TO CITY OF FARMINGTON	0.00		0.00	0.00		
136-000.00-221.001	DUE TO FARMINGTON HILLS	0.00		0.00	0.00		
136-000.00-231.000	PAYROLL, FARM HLS PENSION	0.00		0.00	0.00		
136-000.00-231.002	PAYROLL, CREDIT UNION	0.00		0.00	0.00		
136-000.00-231.003	PAYROLL, UNITED FUND	0.00		0.00	0.00		
136-000.00-231.006	PAYROLL, ICMA RETIREMENT	0.00		0.00	0.00		
136-000.00-231.009	PAYROLL, WAGE ASSIGNMENTS	0.00		0.00	0.00		
136-000.00-231.010	PAYROLL, FRIEND OF THE COURT	0.00		0.00	0.00		
136-000.00-231.011	PAYROLL, LIFE INSURANCE	(362.79)		(382.69)	0.00		
136-000.00-231.012	PAYROLL, MISC DEDUCTIONS	0.00		0.00	(2,800.00)		
136-000.00-231.014	PAYROLL, FLEX ACCOUNT	0.00		0.00	0.00		
136-000.00-231.201	PAYROLL, FICA	0.00		0.00	0.00		
136-000.00-231.202	PAYROLL, STATE INCOME TAX	0.00		0.00	0.00		
136-000.00-231.203	PAYROLL, FEDERAL INCOME TAX	0.00		0.00	0.00		
136-000.00-231.204	PAYROLL, DETROIT INCOME TAX	0.00		0.00	0.00		
136-000.00-257.000	ACCRUED WAGES	0.00		35,550.66	0.00		
136-000.00-339.000	DEFERRED S/A REV (UNAVAILABLE)	0.00		0.00	0.00		

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	BALANCE 12/31/2018	2019-20 AMENDED BUDGET	BEG. BALANCE 07/01/2019	END BALANCE 12/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 136 - 47TH DISTRICT COURT FUND							
Liabilities							
Total Dept 000.00		(489.76)		87,021.21	(2,786.50)		
TOTAL LIABILITIES		(489.76)		87,021.21	(2,786.50)		
Fund Equity							
Dept 000.00							
136-000.00-368.000	NONSPENDABLE, INVENTORIES, PREPAIDS	9,957.00		19,072.27	19,072.27		
136-000.00-390.000	FUND BALANCE	81,991.01		3,461.68	3,461.68		
136-000.00-393.000	ASSIGNED FUND BALANCE, CAPITAL	207,177.86		428,413.09	428,413.09		
Total Dept 000.00		299,125.87		450,947.04	450,947.04		
TOTAL FUND EQUITY		299,125.87		450,947.04	450,947.04		
Revenues							
Dept 000.00							
136-000.00-539.901	STATE GRANT, DRUNK DRIVING	0.00	17,500.00		0.00	17,500.00	0.00
136-000.00-539.902	DRUG CASE MANAGEMENT	0.00	900.00		0.00	900.00	0.00
136-000.00-539.903	JUDGES, SALARY STD	45,724.00	91,448.00		45,724.00	45,724.00	50.00
136-000.00-539.904	DRUG COURT	1,272.00	7,000.00		3,188.79	3,811.21	45.55
136-000.00-664.000	INVESTMENT INCOME	2,785.00	4,000.00		4,762.81	(762.81)	119.07
136-000.00-671.000	REVENUES, OTHER	4,105.70	30,000.00		3,311.64	26,688.36	11.04
136-000.00-671.001	REVENUES, OTHER - PRODUCTION	0.00	0.00		0.00	0.00	0.00
136-000.00-673.000	SALE OF CAPITAL ASSETS	0.00	0.00		0.00	0.00	0.00
136-000.00-674.400	COMMUNITY WORK PROGRAM	1,797.75	13,500.00		1,304.64	12,195.36	9.66
136-000.00-678.001	CONTRIBUTIONS, FARMINGTON	255,772.50	489,879.00		246,454.02	243,424.98	50.31
136-000.00-678.002	CONTRIBUTIONS FARMINGTON HILLS	1,334,880.00	2,684,971.00		1,389,651.48	1,295,319.52	51.76
136-000.00-679.000	HEALTH INSURANCE CONTRIBUTIONS	12,624.34	12,094.00		5,457.71	6,636.29	45.13
136-000.00-694.000	CASH, OVER/SHORT	0.00	0.00		0.00	0.00	0.00
Total Dept 000.00		1,658,961.29	3,351,292.00		1,699,855.09	1,651,436.91	50.72
TOTAL REVENUES		1,658,961.29	3,351,292.00		1,699,855.09	1,651,436.91	50.72
Expenditures							
Dept 000.00							
136-000.00-703.001	SALARIES, JUDGES	43,965.53	91,448.00		43,965.53	47,482.47	48.08
136-000.00-703.002	SALARIES, COURT ADMINISTRATORS	102,067.22	216,631.00		104,108.73	112,522.27	48.06
136-000.00-704.000	SALARIES, COURT REPORTERS	59,710.16	126,730.00		60,903.91	65,826.09	48.06
136-000.00-704.001	SALARIES, DEPUTY COURT CLERKS	307,900.52	645,603.00		309,072.22	336,530.78	47.87
136-000.00-704.002	SALARIES, COURT OFFICERS	50,851.20	107,928.00		51,868.07	56,059.93	48.06
136-000.00-704.003	SALARIES, PROBATION OFFICER	154,749.28	328,444.00		157,843.71	170,600.29	48.06
136-000.00-704.004	SALARIES, COURT CLERKS	0.00	0.00		0.00	0.00	0.00
136-000.00-704.005	SALARIES, BUILDING MAINT	25,194.00	56,536.00		27,147.16	29,388.84	48.02
136-000.00-706.100	SALARIES, DC RETIREE HEALTH CARE	0.00	0.00		0.00	0.00	0.00
136-000.00-707.000	SALARIES, PART-TIME/TEMP	32,327.67	130,184.00		38,538.73	91,645.27	29.60
136-000.00-707.001	SALARIES, BLDG MAINT CWP	1,797.75	3,500.00		1,304.68	2,195.32	37.28

User: anorgard

DB: Farmington

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	BALANCE 12/31/2018	2019-20 AMENDED BUDGET	BEG. BALANCE 07/01/2019	END BALANCE 12/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 136 - 47TH DISTRICT COURT FUND							
Expenditures							
136-000.00-707.002	SALARIES, BLDG MAINT, PT	3,690.55	10,920.00		4,022.62	6,897.38	36.84
136-000.00-707.003	SALARIES, MAGISTRATE, PT	25,400.00	60,000.00		29,465.00	30,535.00	49.11
136-000.00-707.004	JUDICIAL EXT HOURS	0.00	0.00		0.00	0.00	0.00
136-000.00-709.000	SALARIES, OVERTIME	963.04	1,500.00		280.21	1,219.79	18.68
136-000.00-714.000	SALARIES, ACCRUED BENEFITS	96.28	16,963.00		17,399.52	(436.52)	102.57
136-000.00-715.000	LONGEVITY PAY	91,759.15	93,720.00		93,720.04	(0.04)	100.00
136-000.00-719.000	FRINGE BENEFITS	987.50	1,050.00		1,051.60	(1.60)	100.15
136-000.00-719.004	INSURANCE ALLOWANCE	420.00	840.00		420.00	420.00	50.00
136-000.00-719.005	VEHICLE ALLOWANCE	1,800.00	3,600.00		1,800.00	1,800.00	50.00
136-000.00-720.007	PYMT IN LIEU OF HOSP INS	11,200.00	19,200.00		16,090.32	3,109.68	83.80
136-000.00-720.012	DEFINED CONTRIBUTION PLAN (RETIREE)	3,774.46	12,751.00		6,331.71	6,419.29	49.66
136-000.00-720.100	SOC SEC, EMPLOYER'S SHARE	64,402.43	142,995.00		67,507.45	75,487.55	47.21
136-000.00-720.200	COMPREHENSIVE MEDICAL INS	146,409.81	334,680.00		113,321.35	221,358.65	33.86
136-000.00-720.300	LIFE INSURANCE	11,780.93	19,139.00		8,108.35	11,030.65	42.37
136-000.00-720.400	RETIREMENT CONTRIBUTION	65,825.50	261,705.00		65,426.00	196,279.00	25.00
136-000.00-720.450	RETIREE HEALTHCARE CONTRIBUTION	14,366.50	38,879.00		9,720.00	29,159.00	25.00
136-000.00-720.500	WORKMEN'S COMPENSATION INS	8,563.00	11,764.00		16,993.53	(5,229.53)	144.45
136-000.00-720.550	UNEMPLOYMENT COMPENSATION	0.00	0.00		0.00	0.00	0.00
136-000.00-720.600	OPTICAL	865.00	4,000.00		1,028.20	2,971.80	25.71
136-000.00-720.700	DENTAL	16,110.24	35,484.00		15,394.09	20,089.91	43.38
136-000.00-720.900	RETIREE HEALTH SAVINGS (RHS) PLAN	1,547.68	5,250.00		2,624.94	2,625.06	50.00
136-000.00-727.000	OFFICE SUPPLIES	10,475.91	24,500.00		10,648.95	13,851.05	43.47
136-000.00-728.000	POSTAGE, METER	4,219.15	17,000.00		5,182.90	11,817.10	30.49
136-000.00-732.000	PHOTOCOPY & MICROFILM EXPENSE	0.00	0.00		0.00	0.00	0.00
136-000.00-733.000	RECORDS MANAGEMENT	284.02	1,000.00		297.75	702.25	29.78
136-000.00-735.000	LAW LIBRARY	3,083.90	7,806.00		3,202.50	4,603.50	41.03
136-000.00-740.500	NON-CAPITALIZED ASSETS	10,779.24	7,500.00		692.99	6,807.01	9.24
136-000.00-801.000	PROFESSIONAL SERVICES	3,500.00	5,000.00		4,005.02	994.98	80.10
136-000.00-801.002	PRO SERVICES, LABOR RELATIONS	0.00	3,000.00		220.50	2,779.50	7.35
136-000.00-802.101	WITNESS FEES	202.70	2,000.00		542.90	1,457.10	27.15
136-000.00-802.102	JURY FEES	0.00	3,000.00		0.00	3,000.00	0.00
136-000.00-802.103	TRANSCRIPT FEES	0.00	0.00		0.00	0.00	0.00
136-000.00-802.104	INTERPRETER FEES	3,691.21	10,000.00		2,547.09	7,452.91	25.47
136-000.00-802.105	SUBSTITUTE COURT REPORTER	2,080.00	4,000.00		1,875.00	2,125.00	46.88
136-000.00-802.106	COURT APPOINTED COUNSEL	0.00	0.00		0.00	0.00	0.00
136-000.00-802.107	ACCOUNTING FEES	17,362.00	35,418.00		17,708.00	17,710.00	50.00
136-000.00-802.109	APPOINTED COUNSEL-C, R, 2	12,250.00	13,038.00		3,750.00	9,288.00	28.76
136-000.00-802.110	APPOINTED COUNSEL-C. R. 1	16,800.00	13,038.00		5,800.00	7,238.00	44.49
136-000.00-802.111	APPOINTED COUNSEL MIDC	0.00	0.00		0.00	0.00	0.00
136-000.00-806.101	AUDIT & ACCOUNTING FEES	15,025.00	15,500.00		15,550.00	(50.00)	100.32
136-000.00-818.000	CONTRACTUAL SERVICES	55,042.11	130,972.00		49,877.65	81,094.35	38.08
136-000.00-853.000	TELECOMMUNICATIONS	6,305.77	16,000.00		10,692.28	5,307.72	66.83
136-000.00-860.000	TRANSPORTATION	5,124.20	12,550.00		5,744.90	6,805.10	45.78
136-000.00-861.000	MILEAGE	15.48	2,000.00		0.00	2,000.00	0.00
136-000.00-920.000	PUBLIC UTILITIES	31,141.82	88,000.00		33,931.58	54,068.42	38.56
136-000.00-930.001	REPAIR MAINT, DPW REG	0.00	0.00		0.00	0.00	0.00
136-000.00-930.002	REPAIR MAINT, DPW O T	0.00	0.00		0.00	0.00	0.00
136-000.00-934.000	MAINTENANCE, OFFICE EQUIPMENT	0.00	2,250.00		1,701.96	548.04	75.64
136-000.00-935.000	MAINT, BUILDINGS & GROUNDS	38,421.42	80,654.00		42,879.00	37,775.00	53.16
136-000.00-936.000	CLEANING & UNIFORMS	1,336.49	3,200.00		1,203.34	1,996.66	37.60
136-000.00-943.000	EQUIPMENT RENTAL	6,021.06	20,424.00		6,021.06	14,402.94	29.48
136-000.00-955.000	MEMBERSHIPS	3,551.00	6,363.00		3,390.00	2,973.00	53.28
136-000.00-956.000	MISCELLANEOUS EXPENSE	1,395.50	5,000.00		1,548.64	3,451.36	30.97
136-000.00-959.500	BANKING CHARGES	0.00	2,400.00		0.00	2,400.00	0.00
136-000.00-963.000	INSURANCE & BONDS	15,747.50	31,235.00		15,963.00	15,272.00	51.11
136-000.00-977.000	CAPITAL OUTLAY, EQUIPMENT	756.00	89,500.00		8,817.03	80,682.97	9.85

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	BALANCE 12/31/2018	2019-20 AMENDED BUDGET	BEG. BALANCE 07/01/2019	END BALANCE 12/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 136 - 47TH DISTRICT COURT FUND							
Expenditures							
136-000.00-977.500	OFFICE EQUIPMENT	0.00	0.00		0.00	0.00	0.00
Total Dept 000.00		<u>1,513,136.88</u>	<u>3,433,792.00</u>		<u>1,519,251.71</u>	<u>1,914,540.29</u>	<u>44.24</u>
Dept 000.01 - DRUG COURT							
136-000.01-801.702	MI DRUG COURT	1,814.47	7,000.00		3,862.24	3,137.76	55.17
Total Dept 000.01 - DRUG COURT		<u>1,814.47</u>	<u>7,000.00</u>		<u>3,862.24</u>	<u>3,137.76</u>	<u>55.17</u>
TOTAL EXPENDITURES		<u>1,514,951.35</u>	<u>3,440,792.00</u>		<u>1,523,113.95</u>	<u>1,917,678.05</u>	<u>44.27</u>
Total Fund 136 - 47TH DISTRICT COURT FUND							
TOTAL ASSETS		<u>442,646.05</u>		<u>537,968.25</u>	<u>624,901.68</u>		
BEG. FUND BALANCE		299,125.87		450,947.04	450,947.04		
+ NET OF REVENUES & EXPENDITURES		144,009.94	(89,500.00)	450,947.04	176,741.14	(266,241.14)	197.48
= ENDING FUND BALANCE		443,135.81		450,947.04	627,688.18		
+ LIABILITIES		(489.76)		87,021.21	(2,786.50)		
= TOTAL LIABILITIES AND FUND BALANCE		<u>442,646.05</u>		<u>537,968.25</u>	<u>624,901.68</u>		

User: anorgard

DB: Farmington

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	BALANCE 12/31/2018	2019-20 AMENDED BUDGET	BEG. BALANCE 07/01/2019	END BALANCE 12/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 260 - INDIGENT DEFENSE FUND							
Assets							
Dept 000.00							
260-000.00-001.000	CASH-GENERAL RECEIVING	0.00		124,654.84	104,328.21		
260-000.00-084.136	DUE FROM DISTRICT COURT FUND	0.00		0.00	0.00		
Total Dept 000.00		0.00		124,654.84	104,328.21		
TOTAL ASSETS		0.00		124,654.84	104,328.21		
Liabilities							
Dept 000.00							
260-000.00-202.000	ACCOUNTS PAYABLE, P O	0.00		0.00	0.00		
260-000.00-202.002	ACCOUNTS PAYABLE, ACCRUED	0.00		0.00	0.00		
260-000.00-214.101	DUE TO GENERAL FUND	0.00		0.00	0.00		
260-000.00-214.130	DUE TO GEN DISBURSING FUND	0.00		0.00	0.00		
260-000.00-214.136	DUE TO 47TH DISTRICT COURT	0.00		13,710.72	0.00		
260-000.00-257.000	ACCRUED WAGES	0.00		0.00	0.00		
260-000.00-339.000	DEFERRED REVENUE	0.00		110,282.67	0.00		
Total Dept 000.00		0.00		123,993.39	0.00		
TOTAL LIABILITIES		0.00		123,993.39	0.00		
Fund Equity							
Dept 000.00							
260-000.00-390.000	FUND BALANCE	0.00		661.45	661.45		
Total Dept 000.00		0.00		661.45	661.45		
TOTAL FUND EQUITY		0.00		661.45	661.45		
Revenues							
Dept 000.00							
260-000.00-539.000	STATE GRANTS CONTROL	0.00	166,996.00		152,341.42	14,654.58	91.22
260-000.00-664.000	INVESTMENT INCOME	0.00	0.00		1,326.90	(1,326.90)	100.00
260-000.00-678.001	CONTRIBUTIONS, FARMINGTON	0.00	3,029.00		0.00	3,029.00	0.00
260-000.00-678.002	CONTRIBUTIONS FARMINGTON HILLS	0.00	16,600.00		0.00	16,600.00	0.00
260-000.00-679.000	HEALTH INSURANCE CONTRIBUTIONS	0.00	0.00		4.84	(4.84)	100.00
Total Dept 000.00		0.00	186,625.00		153,673.16	32,951.84	82.34
TOTAL REVENUES		0.00	186,625.00		153,673.16	32,951.84	82.34
Expenditures							
Dept 000.00							
260-000.00-709.000	SALARIES, OVERTIME	0.00	16,240.00		4,682.68	11,557.32	28.83

User: anorgard  
DB: Farmington

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	BALANCE 12/31/2018	2019-20 AMENDED BUDGET	BEG. BALANCE 07/01/2019	END BALANCE 12/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 260 - INDIGENT DEFENSE FUND							
Expenditures							
260-000.00-720.012	DEF CONT - GENERAL	0.00	0.00		0.00	0.00	0.00
260-000.00-720.100	FICA, EMPLOYER'S SHARE	0.00	1,242.00		352.09	889.91	28.35
260-000.00-720.300	LIFE INSURANCE	0.00	177.00		0.00	177.00	0.00
260-000.00-720.400	RETIREMENT CONTRIBUTION	0.00	3,336.00		0.00	3,336.00	0.00
260-000.00-720.500	WORKMEN'S COMPENSATION INS	0.00	73.00		21.63	51.37	29.63
260-000.00-720.900	CONTRIBUTION, RETIREES HEALTH	0.00	0.00		0.00	0.00	0.00
260-000.00-802.101	WITNESS FEES	0.00	10,000.00		0.00	10,000.00	0.00
260-000.00-802.111	APPOINTED COUNSEL MIDC	0.00	140,788.00		44,950.00	95,838.00	31.93
260-000.00-818.000	CONTRACTUAL SERVICES	0.00	14,769.00		0.00	14,769.00	0.00
260-000.00-956.000	MISCELLANEOUS EXPENSE	0.00	0.00		0.00	0.00	0.00
260-000.00-977.000	CAPITAL OUTLAY, EQUIPMENT	0.00	0.00		0.00	0.00	0.00
Total Dept 000.00		0.00	186,625.00		50,006.40	136,618.60	26.80
TOTAL EXPENDITURES		0.00	186,625.00		50,006.40	136,618.60	26.80
Total Fund 260 - INDIGENT DEFENSE FUND							
TOTAL ASSETS		0.00		124,654.84	104,328.21		
BEG. FUND BALANCE		0.00		661.45	661.45		
+ NET OF REVENUES & EXPENDITURES					103,666.76	(103,666.76)	100.00
= ENDING FUND BALANCE		0.00		661.45	104,328.21		
+ LIABILITIES		0.00		123,993.39	0.00		
= TOTAL LIABILITIES AND FUND BALANCE		0.00		124,654.84	104,328.21		



<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: February 18, 2020</b>	<b>Item Number 6A</b>
<b>Submitted by: Mayor Sara Bowman</b>		
<b><u>Agenda Topic:</u> Proclamation: Hope for the Day 2020 National Suicide Prevention &amp; Action Month</b>		
<b><u>Proposed Motion:</u></b> Move to proclaim the month of September 2020, as National Suicide Prevention + Action Month in the City of Farmington.		
<b><u>Background:</u></b>		
<b><u>Materials:</u> Proclamation</b>		



CITY COUNCIL PROCLAMATION in RECOGNITION of  
**Hope for the Day 2020**  
**National Suicide Prevention & Action Month**

**WHEREAS;** September is known globally as “Suicide Prevention Month” and the **National Suicide Prevention + Action Month Proclamation** was created to raise the visibility of the mental health resources and suicide prevention services available in our community. The goal is to speak openly about the importance of mental health and the impacts of suicide to help remove the surrounding stigmas, and to direct those in need to the appropriate support services; and

**WHEREAS;** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and according to the American Foundation for Suicide Prevention (AFSP), Suicide is the 10<sup>th</sup> leading cause of death among adults, and the 2<sup>nd</sup> leading cause of death among individuals between the ages of 10 and 34 in the US; and

**WHEREAS;** more than 47,000 people died by suicide across the United States in 2017, which, according to the CDC, was more than twice the number of homicides, with an average of 129 suicides completed daily, which includes active military and veterans accounting for 13.5% of all suicides nationally; and

**WHEREAS;** each and every suicide directly impacts a minimum of 100 individuals, including family, friends, co-workers, neighbors, and community members; and

**WHEREAS;** the City of Farmington is no different than any other community across the country, but chooses to publicly place our full support behind local educators, mental health professionals, athletic coaches, law enforcement officers, and parents, as partners in supporting our community in simply being available to one another; and

**WHEREAS;** global organizations like Hope For The Day (HFTD) and our local partner, Farmington SAFE, are on the front lines of a war that many still refuse to discuss, as suicide and mental health remain too uncomfortable to talk about; and

**WHEREAS,** every member of our community should understand that throughout life’s struggles we all need the occasional reminder that we are all fighting our own battles; and

**WHEREAS,** I encourage all residents to take the time to check in with their family, friends, and neighbors on a regular basis and to honestly communicate their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

**NOW, THEREFORE,** be it resolved that I, Sara Bowman, on behalf of City Council, do hereby proclaim the month of September 2020, as National Suicide Prevention + Action Month in the City of Farmington.

Sara Bowman, Mayor February 18, 2020

<b>Farmington City Council Staff Report</b>	<b>Council Meeting</b> Date: February 18, 2020	<b>Item Number 6B</b>
<b>Submitted by:</b> Charles Eudy, Superintendent		
<b>Agenda Topic:</b> Oakland County Water Resource Commission (OCWRC) Corrective Action Plan (CAP) for the Evergreen Farmington Sewage Disposal System (EFSDS).		
<b>Proposed Motion:</b> None		
<b>Background:</b> Carrie Ricker Cox, Assistant Chief Engineer from OCWRC will provide Background information of the CAP for the EFSDS.		
<b>Materials:</b> None		

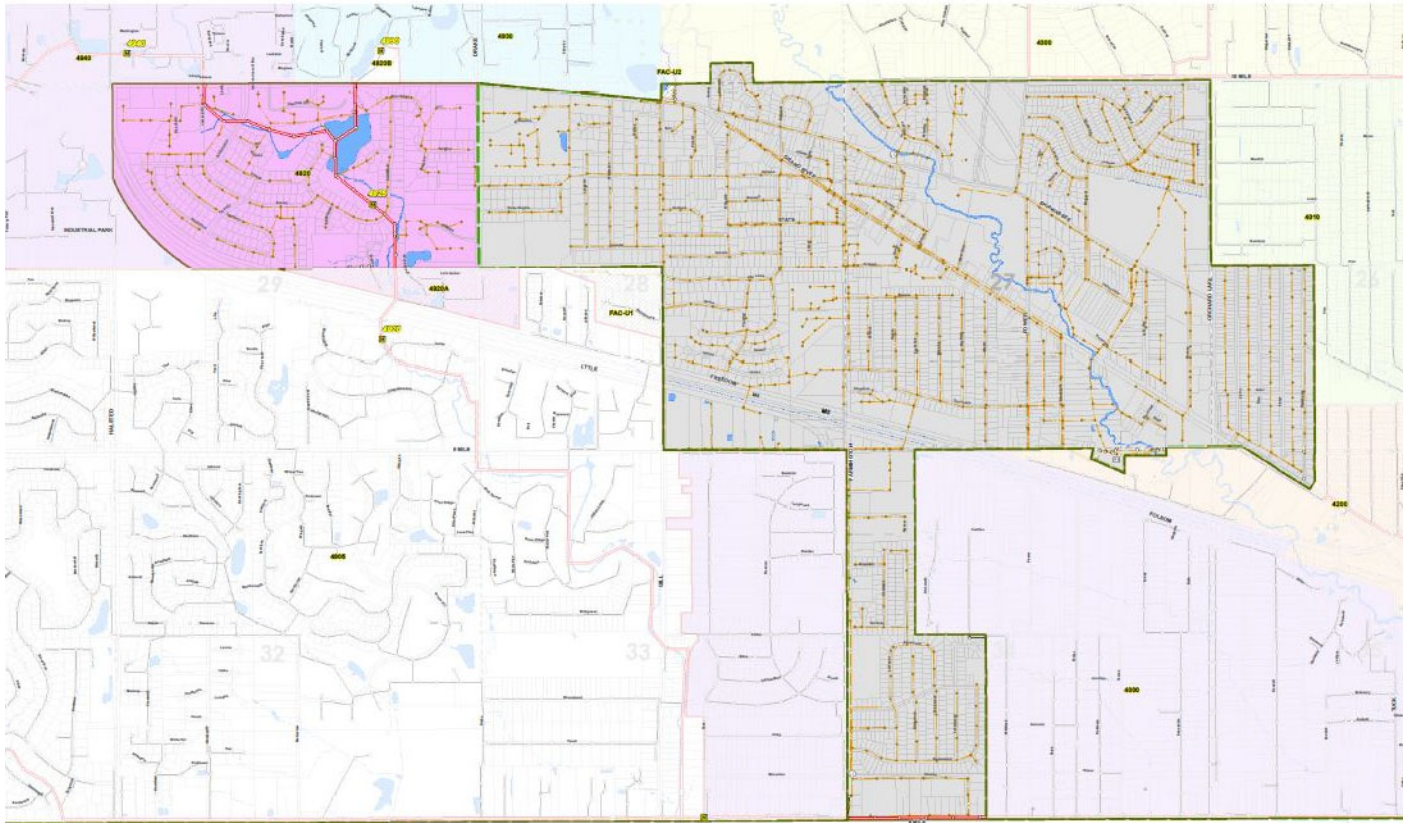


# **EVERGREEN-FARMINGTON**

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SEWAGE DISPOSAL SYSTEM

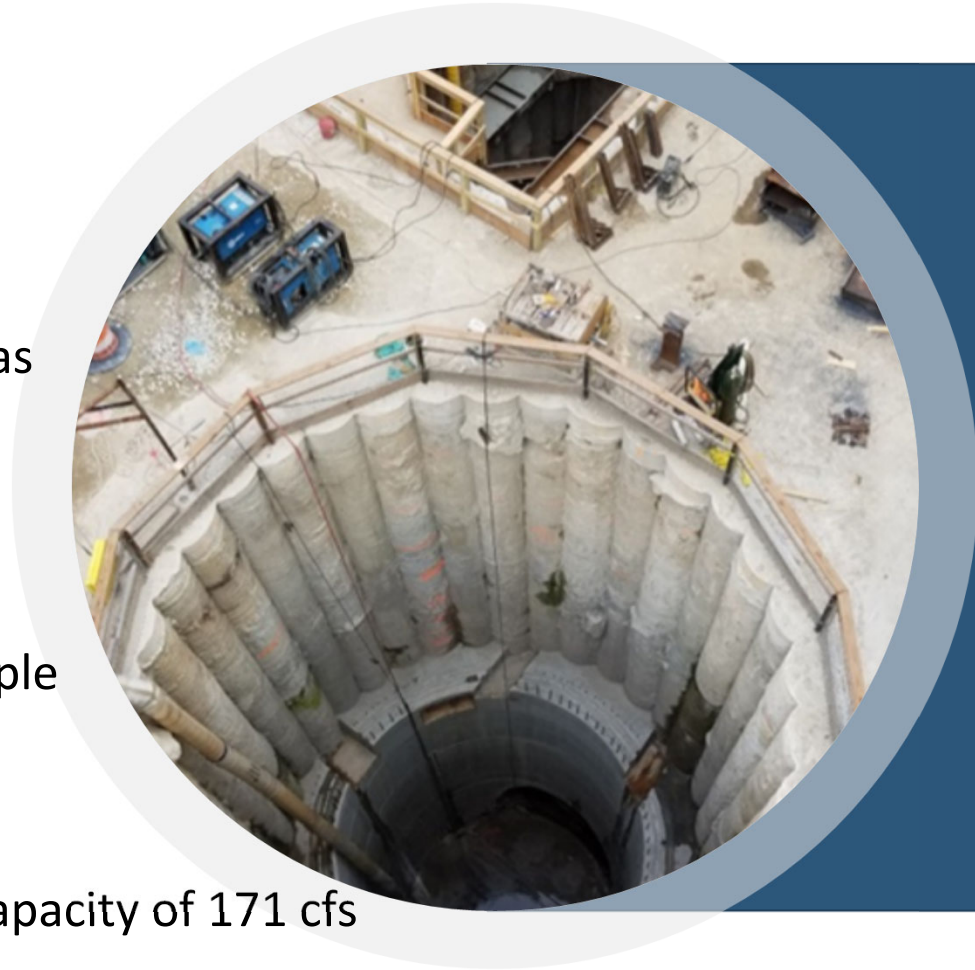
# CITY OF FARMINGTON



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## EFSDS SUMMARY

- Approximately 130 square miles
- 15 communities
- Combined and separate sewer areas
- 70 permanent meters
- 10 pump stations
- 8 wet weather facilities
- Serves approximately 300,000 people
- Constructed 1950's to present
- Average Annual flow 58 cfs
- Peak Flow 232 cfs and a contract capacity of 171 cfs



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# PHASE I PROJECTS



## WORK COMPLETED:

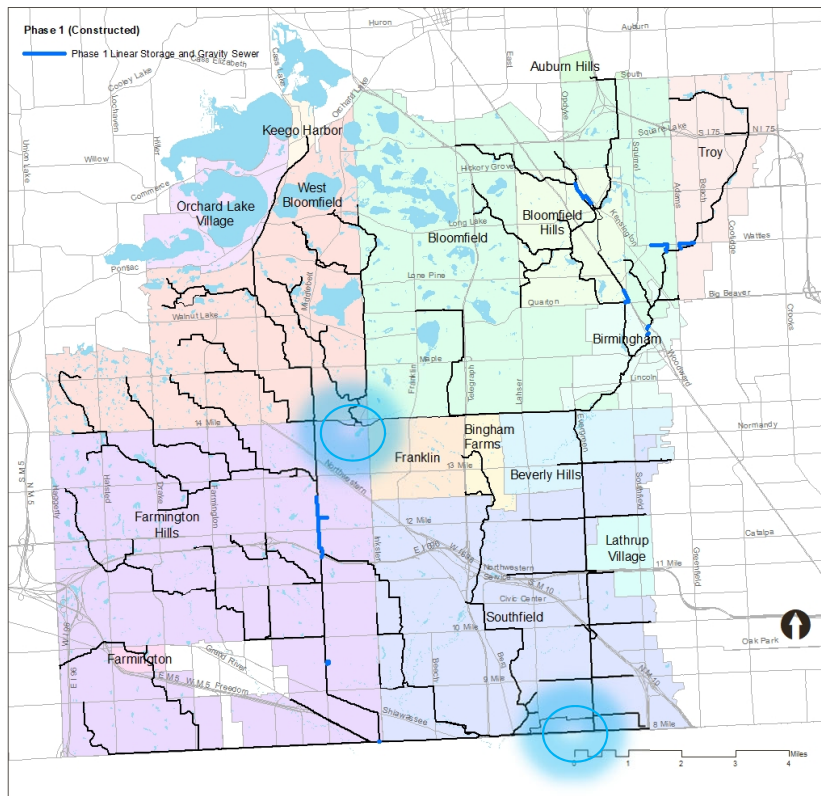
- Live monitoring technology and controls of facilities operations during heavy rainfall
- Updated infrastructure
- 4M gallons of storage
- 8 new wet weather projects



## THE BENEFITS:

- Reduces sewage overflows
- Real-time monitoring and decision-making
- Operational efficiencies
- Zero overflows in 2019 even with +7 in. of rain between May 1 and June 30

# EFSDS CORRECTIVE ACTION PLAN (CAP)

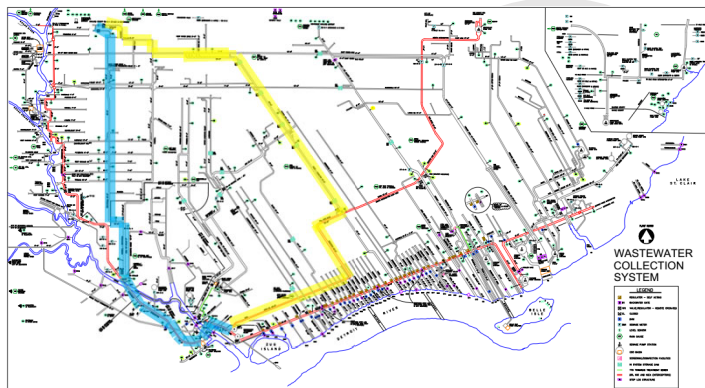
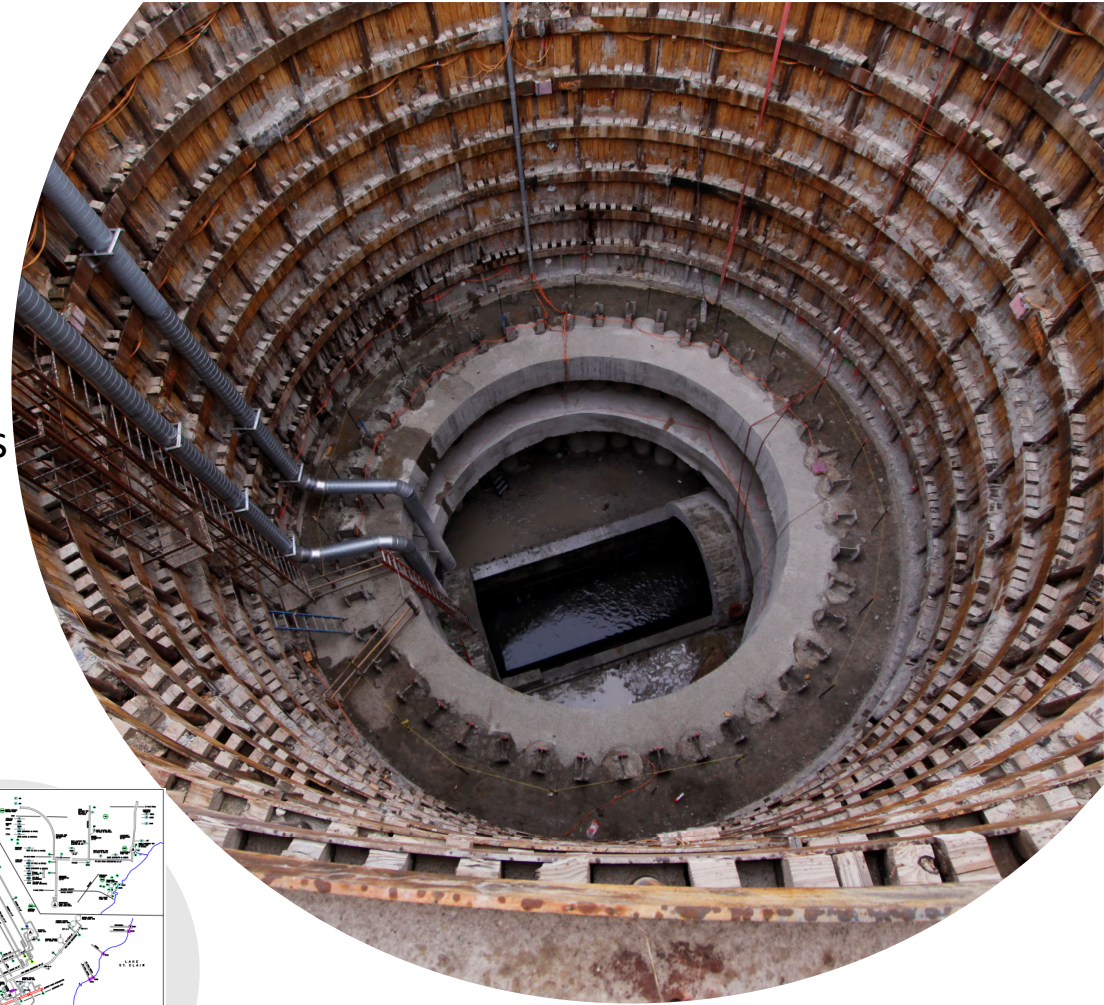


- EFSDS experiences frequent sanitary sewage overflows (SSOs) in two remaining SSO locations
- CAP required by State of Michigan Department of the Energy, Great Lakes and Environment (EGLE)
- CAP defined in an Administrative Consent Order (ACO) issued to WRC
- Corrective actions have been required and incrementally implemented since the 1980s

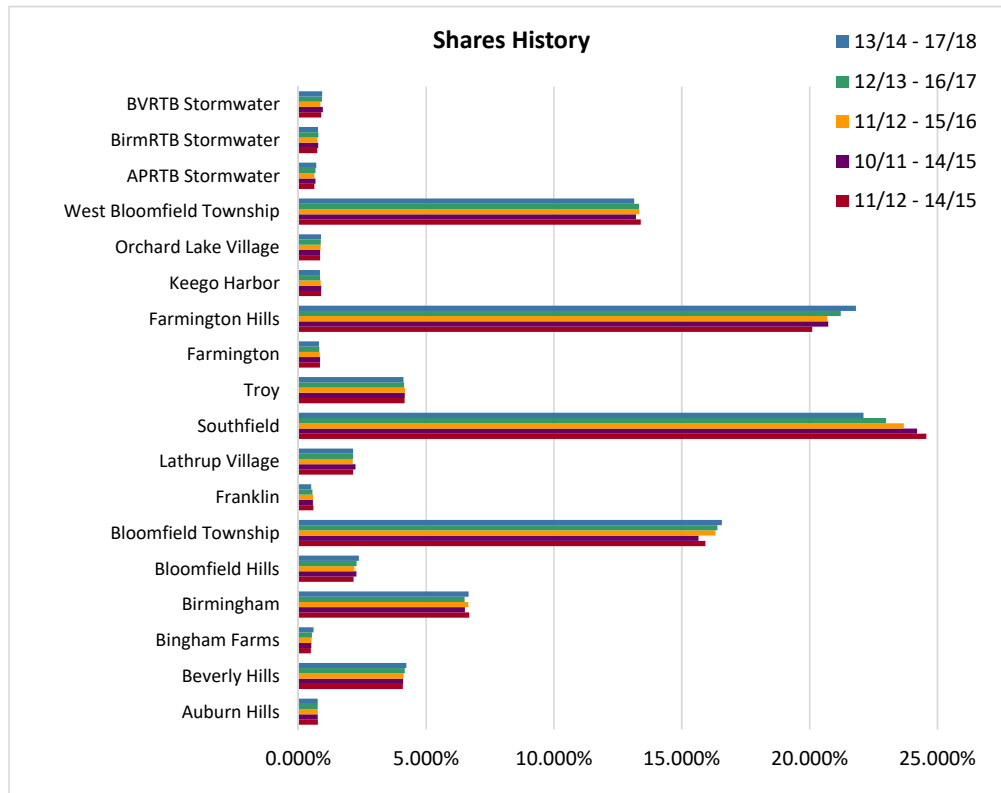


# PHASE II PROJECTS

- Problem Overview
  - Focused on addressing the remaining two SSO locations
  - Related to system outlet capacity constraints
- Potential Solutions
  - Large Storage Tank near outlet
  - Increased Contract Capacity with GLWA
- Funding common-to-all, allocated by tributary area design event peak flow rate



# FACTORS AFFECTING EFSDS SEWER SHARES



- GLWA rate
- EFSDS operating expenses
- Debt service projection for common-to-all
- Capital Reserves
- Major Maintenance Reserves
- Emergency Reserves
- Farmington EFSDS Share
  - Rate Year 18/19 Shares: 0.830%
  - Current Rate Year 19/20 Shares: 0.814%
  - Percent Change: -1.9%

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# PRELIMINARY BOND AND CONSTRUCTION SCHEDULE

## 2020

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- EFSDS CAP submittal 4/1
- Community CAP submittal 4/30
- Updated EFSDS Service Agreement
- Initiate design

## 2021

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- Final project cost allocation
- Sell bonds
- Begin construction

## 2022


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- Submit Project Performance Certification plan
- Complete construction



# THANK YOU

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 [COXC@OAKGOV.COM](mailto:COXC@OAKGOV.COM)

 [WWW.OAKGOV.COM/WATER](http://WWW.OAKGOV.COM/WATER)



<b>Farmington City Council Agenda Item</b>	<b>Council Meeting Date:</b> February 18, 2020	<b>Item Number</b> <b>6C</b>
<b>Submitted by</b> <b>Melissa Andrade</b>		
<b><u>Agenda Topic</u></b> 2020 Founders Festival as presented by Chamber of Commerce Executive Director Connor Osborn.		
<b><u>Proposed Motion</u></b> Move to adopt resolution approving the 2020 Founders Festival which includes approving event locations, authorizing road closures and applications for temporary liquor licenses.		
<b><u>Background</u></b> The Greater Farmington Area Chamber of Commerce will present its plans for the 2020 Founders Festival in Shiawasse Park from July 9-12.  Attached is a resolution approving dates for the Festival, event locations, authorizing closing of roads, and authorizing applications for a temporary liquor license.		
<b><u>Materials Attached</u></b> Special Events Application Resolution		



CITY USE ONLY	
Approval Needed:	
<input type="checkbox"/>	City Manager
<input type="checkbox"/>	City Council
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Denied

## City of Farmington Special Event Application

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

Sponsoring Organization's Name Greater Farmington Area Chamber of Commerce

Organization Phone: 248-919-6917

Organization Address 32780 Grand River Ave. Suite 207A Farmington, MI 48336

Organization's Agent: Connor Osborn Phone: 248-957-9587

Agent's Title: Executive Director E-mail: connor@gfachamber.com

Agent's Address: Same

Event Name: Farmington Founders Festival

Event Purpose: To promote and celebrate the community of Farmington

Event Dates: July 9 - 12, 2020

Event Times: July 9; 5-11p, July 10; 10am-11pm, July 11; 10am-11pm, July 12; 12-5pm,

Event Location: Shiawassee Park

Number of People Expected: 100K

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

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

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

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

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

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

Please refer to attached list from 2019. The same  
vendors will be asked to participate in 2020. In  
addition to local non-profit organizations.

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

( ) I have invited local businesses to participate.

Those invited include:

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---

---

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

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

---

---

6. **Other Requests:**

Closure of Shiawassee road, east of Farmington and west of power. Also, closure of Grand River for Color Run and Parade, July 11th.

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7. **Event Signs:** Will this event include the use of signs (YES) (NO)

If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs: Please complete sign illustrations below.

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

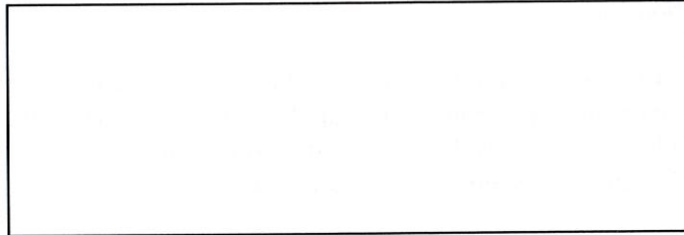
Total square footage of the banner cannot exceed 32 square feet.

**2 Banners across Grand River Avenue and 2 banners in Shiawassee Park**

**Additional Signage to promote and provide directions to the the Shiawassee Park location will also be used.**

Banner Length

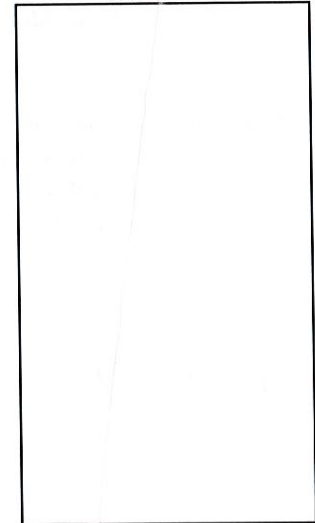
Width



Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width



Height

Write copy of sign in the box.



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

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

1-31-2020  
Date

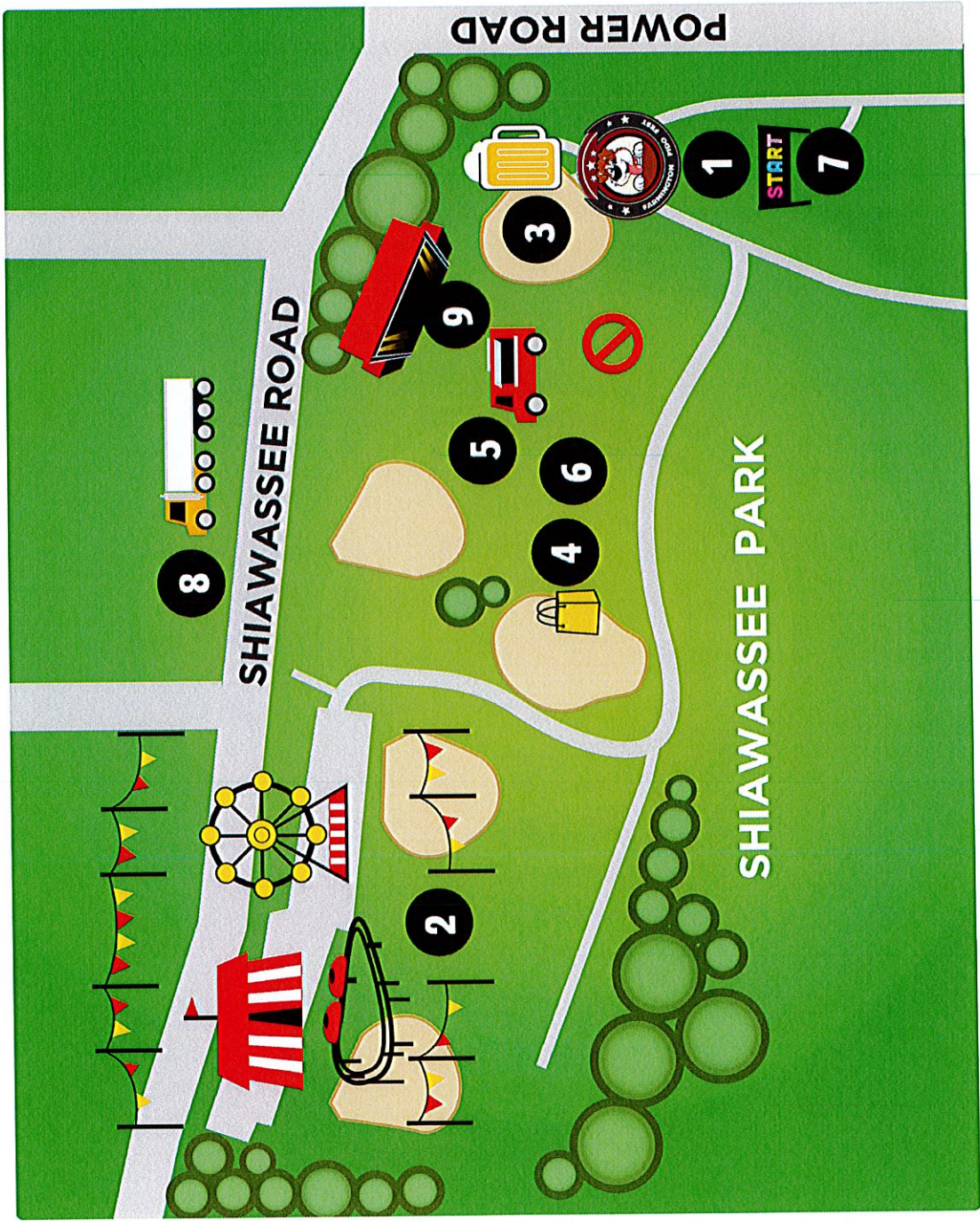
Connor Osborn (Connor Osborn)  
Signature of Sponsoring Organization's Agent

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

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

Phone: 248-474-5500, ext. 2221

- 1. FIDO FEST
  - 2. CARNIVAL
  - 3. BEER TENT
  - 4. VENDORS/CRAFTERS
  - 5. FOOD TRUCKS
  - 6. COMMUNITY FOOD AREA
  - 7. COLOR RUN
  - 8. TOUCH-A-TRUCK
  - 9. LIVE MUSIC
-  OVER 21 YEARS OLD AFTER 7PM





Motor City Casino
The Little Donut Factory
Ideal Bite Catering
Krishna Catering & Restaurant
Gold Kettle Corn
Guernsey Farms Dairy
Vitamin Juice Inc.
Tastes for You LLC
Turmerican Vegetarian Cuisine

Please take note the carnival will be bringing in 7 food trailers this year, elephant ear, corndogs, lemonade stands, etc.



RESOLUTION NO. XX-XX-XXX

**RESOLUTION**

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL APPROVING THE GREATER FARMINGTON AREA CHAMBER OF COMMERCE'S *GREATER FARMINGTON FOUNDERS FESTIVAL FOR 2019* WHICH INCLUDES DATES, TIMES, LOCATIONS, AUTHORIZATION FOR ROAD CLOSURES, AND AUTHORIZATION TO APPLY FOR A TEMPORARY LIQUOR LICENSE.**

WHEREAS, the Greater Farmington Area Chamber of Commerce (GFACC) has prepared for the 2020 Greater Farmington Founders Festival; and

WHEREAS, the GFACC presented the Festival plan to the Farmington City Council; and

WHEREAS, the proposed event will require authorization from the City Council to close roads and parking lots for certain events and to authorize the GFACC to apply for a temporary liquor license.

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby approves the GFACC's request to hold the 2020 Greater Farmington Founders Festival with the following conditions:

1. **Days:** Thursday, July 9 - Sunday, July 12

2. **Hours of Operation:**

July 9: 5-11 p.m.

July 10: 10 a.m. – 11 p.m.

July 11: 10 a.m. – 11 p.m.

July 12: noon – 5 p.m.

3. **Location:** Beginning July 9 through July 12

a. Shiawassee Park;

b. Closure of Shiawassee Road, east of Farmington to Power Road

c. Closure of Grand River Avenue for Color Run and Parade the morning of Saturday, July 11

4. **Temporary Liquor Licenses:** Authorize the Greater Farmington Area Chamber of Commerce to apply for a temporary liquor licenses July 9 thru July 12 for the Beer Garden in Shiawassee Park.

5. **Other Authorizations**

a. Authorize the Department of Public Safety to apply for the permit necessary to close Grand River Avenue from 8 a.m. until 1 p.m. on Saturday, July 11 for the purpose of conducting parade activities and the Color Run.

- b. 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 Farmington Founders Festival.
- c. Allow Department of Public Works to coordinate with the City of Farmington Hills regarding banner placement over Grand River (21 day placement).

**RESULT:      APPROVED [UNANIMOUS]**

**MOVER:**

**SECONDER:**

**AYES:**

**ABSENT:**

I, Mary J. Mullison, duly authorized City Clerk for the City of Farmington do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Farmington City Council at a regular meeting held on Tuesday, February 18, 2020 in the City of Farmington, Oakland County, Michigan.

---

Mary J. Mullison, City Clerk

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: February 18, 2020</b>	<b>Item Number 6D</b>
<b>Submitted by: Melissa Andrade</b>		
<b><u>Agenda Topic:</u> Special Event Application: VegMichigan Free Festival</b>		
<p><b><u>Proposed Motion:</u></b> Move to approve the Special Event Application allowing VegMichigan Free Festival to be held on Sunday, Sept. 13 from 10:30 am. Until 5 p.m. in Riley Park and the Sundquist Pavilion.</p>		
<p><b><u>Background:</u></b> Tom Progar applied to host VegMichigan Festival in Riley Park on Sunday Sept. 13 from 10:30 a.m. until 5 p.m. He requested the same lot closures used for the Farmer Market.</p> <p>This will be the second year for this festival.</p> <p>Tom has invited many of the surrounding businesses to participate, including Chive Kitchen, Fresh Thyme, The Cheese Lady and more.</p>		
<p><b><u>Materials:</u></b> Application and Event Map.</p>		





CITY USE ONLY
Approval Needed:
<input type="checkbox"/> City Manager
<input type="checkbox"/> City Council
<input type="checkbox"/> Approved
<input type="checkbox"/> Denied

## City of Farmington Special Event Application

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

Sponsoring Organization's Name VegMichigan

Organization Phone: 248.867.2155

Organization Address 20244 Farmington Rd., Livonia, MI 48152

Organization's Agent: Tom Progar Phone: 248.867.2155

Agent's Title: President E-mail: tom@vegmichigan.org

Agent's Address: 21245 Flanders, Farmington Hills, MI 48335

Event Name: VegMichigan Free Festival

Event Purpose: Promote the benefits of a plant-based diet

Event Dates: Sunday, Sept 13, 2020

Event Times: 10:30 am until 5 pm

Event Location: Riley Park and portions of the parking lot behind Riley Park

Number of People Expected: 2,000 attendees throughout the day

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

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

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

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

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

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

Chive Kitchen, Fresh Thyme Market, The Cheese Lady, Avalon, Drought

Neu Kombucha, Bodhi Yoga, GreenSpace, Green Olive Soaps, Better Health

Urge Juice, Vedge Cafe, Unburger, The Brinery, Zerbos, Nosh Pit, Ice Cream Plant

The Old Shillelagh, Nutcase Meats, Detroit Nut Co., Sasha Farm, (35 total Vendors)

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

I have invited local businesses to participate.

Those invited include: Chive Kitchen, Fresh Thyme Market

Neu Kombucha, Laziz Mediterranean Cuisine,

Bodhi Yoga, The Cheese Lady, and other local

businesses will be invited

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

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

Please see attached proposed layout of event

6. **Other Requests:**

We had our 2019 Free Festival in the same location and it was a big success!

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

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

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

Banner Length

Width

VegMichigan Free Fall Festival

Write copy of banner in the box.

Total Square Footage of the sign cannot exceed eight square feet

Width

Height

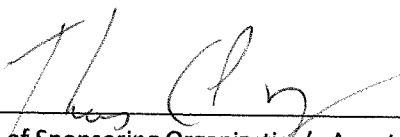
Write copy of sign in the box.

8. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:
- a. For public events, a certificate of insurance must be provided which names the city of Farmington as an additional named insured party on the policy. (see Policy Section 10 for insurance requirements)
  - b. Event sponsors and participants will be required to sign Indemnification Agreement forms. (refer to Policy Section 12)
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  - 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)
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As the duly authorized agent of the sponsoring organization, thereby apply for approval of this special event, affirm the above understandings, and agree that my sponsoring organization will comply with the city's Special Event Policy, the terms of the Written Confirmation of Approval and all other city requirements, ordinances and other laws which apply to this special event.

12/27/2019

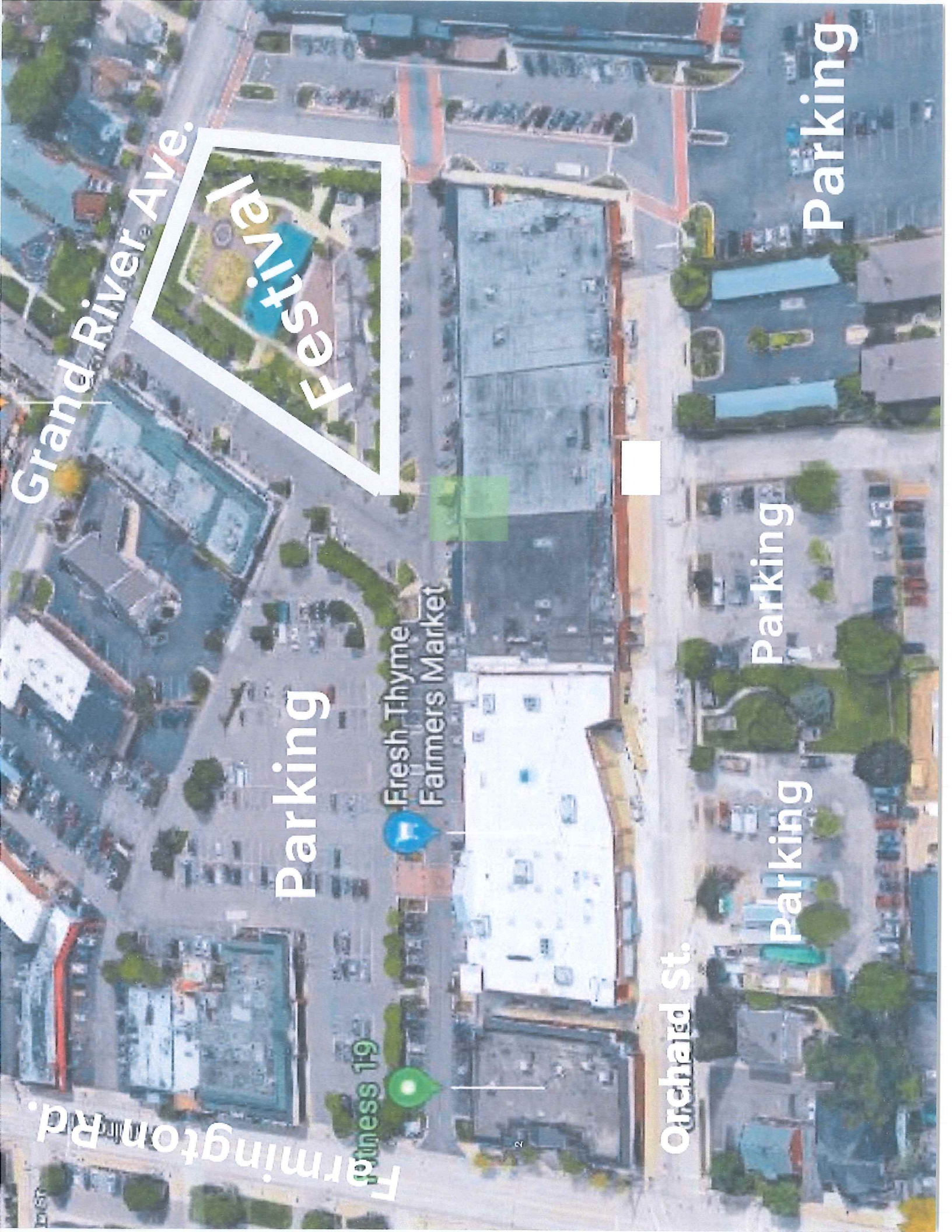
Date

  
\_\_\_\_\_  
Signature of Sponsoring Organization's Agent

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

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

Phone: 248-474-5500, ext. 2221



Grand River Ave.

Festival

Parking

Fresh Thyme  
Farmers Market

Fitness 19

Orchard St.

Parking

Parking

Parking

Farmingtton Rd.

# Picnic area

Vendor Booths

Tables & Chairs  
Additional tables under structure

Music Stage

2 Food Trucks

Rest rooms

Farming, Jr  
Market

Veg  
Mfich

Google

Grove St

Creemery



<b>Farmington City Council Staff Report</b>	<b>Council Meeting</b> <b>Date:</b> February 18, 2020	<b>Item Number 7A</b>
<b>Submitted by:</b> David Murphy, City Manager		
<b>Agenda Topic:</b> Consideration to approve bid of Hartwell Cement Company for replacement of approximately 102 lineal feet of concrete curb on Shiawassee		
<b>Proposed Motion:</b> Motion to approve award of contract to Hartwell Cement Company in an amount not to exceed \$30,574.00 to remove and replace approximately 102' of curb and 100' of pavement.		
<b>Background:</b> In response to resident concerns, the city engineers (OHM) reviewed drainage conditions along Shiawassee Road. OHM has recommended replacing approximately 102' of curb and 100' of pavement to better divert water from the adjacent property.  The City has received bids for the work. OHM recommends the bid from Hartwell Cement Company (see attached). The additional cost above the bid amount reflects contingency and OHM's fees.		
<b>Materials:</b> Recommendation from OHM and two cost estimates for the removal and replacement of approxatmitly 102' of curb and 100' of pavement.		



February 13, 2020

Mr. David Murphy  
City Manager  
City of Farmington  
23600 Liberty St.  
Farmington, MI 48335

RE: 33115 Shiawassee Street Driveway

Dear Mr. Murphy:

As requested, we reached out to both Hartwell and VIL for quotes on the proposed improvements for Mr. Cook's driveway located at 33115 Shiawassee Street. We've received quotes from both Hartwell and VIL (attached). After reviewing both of the quotes, we recommend Hartwell's quote of \$22,574 and that a \$2,000 contingency be added for a total of \$24,574 to complete this project.

The proposed improvements would significantly improve stormwater runoff but not eliminate runoff going down the driveway during heavy rain events. The proposed improvements include removing curb and gutter and a portion of the driveway to slope the driveway towards the road. Due to the nature of this work, it is recommended an inspector be present during construction. We anticipate five (5) construction days are needed to complete this project as well as construction administration. Our construction fee would be \$6,000.

This results in a total recommended construction budget of \$30,574 which includes the contingency, inspection, and construction administration costs.

Sincerely,  
OHM Advisors

A handwritten signature in black ink, appearing to read "Jessica L. Howard".

---

Jessica L. Howard

A handwritten signature in black ink, appearing to read "Matthew D. Parks".

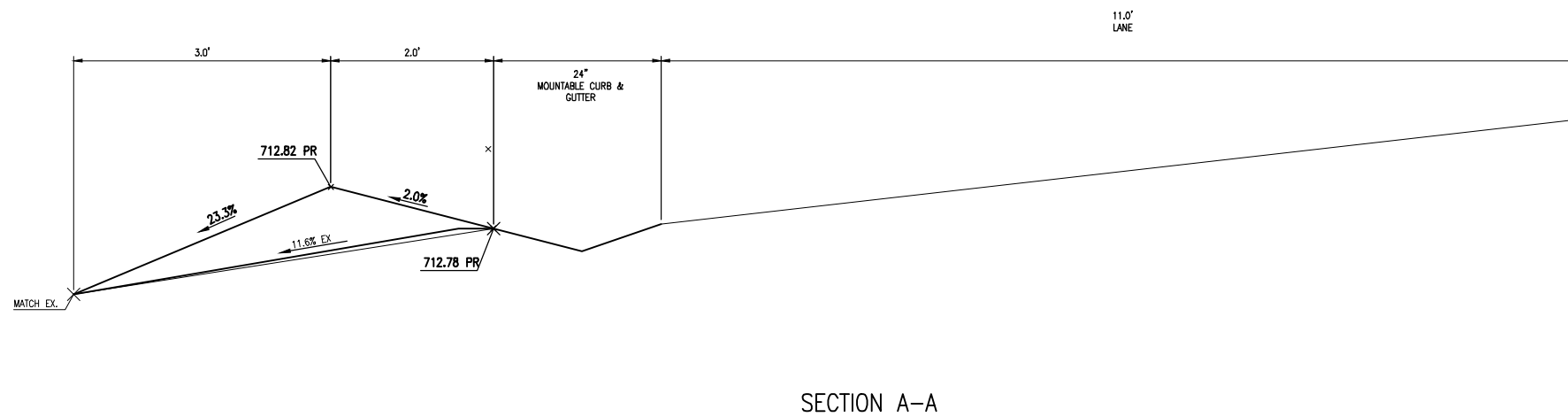
---

Matthew D. Parks, P.E.

Encl: Hartwell Quote, VIL Quote, Sketch  
cc: Chuck Eudy



DRAWING PATH: P:\0101\_0125011150100\_33115\_Shiawassee\_Rd\_Driveaway\Drawings\Civil\Plans\_Const\150100CON.dwg Feb 06, 2019 - 12:46pm



COPYRIGHT 2015 OHM ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM



# Hartwell Quote

33115 Shiawassee Driveway  
Request for Quote  
Bid Form

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

Telephone: (734) 522-6711 FAX: (734) 466-4557

**WORK:**

Remove portion of curb and gutter and driveway in Right-of-Way. Replace drive approach with concrete and add slope towards the road to decrease (not eliminate) stormwater runoff going down Owner's property.

DATE: Dec 3, 2019  
PROJECT NO. 0111-15-0100

Item #	Description	Quantity	Unit	Unit Price	Total
1	Mobilization, Max. \$500.00	1	LS	\$ 500.00	\$ 500.00
2	Traffic Control	1	LS	\$ 1,800.00	\$ 1,800.00
3*	Remove Pavement	100	Syd	\$ 15.00	\$ 1,500.00
4	Remove Curb and Gutter	102	Ft	\$ 15.00	\$ 1,530.00
5	Underdrain, Subgrade, 6 inch	102	Ft	\$ 17.00	\$ 1,734.00
6	Grading	1	LS	\$ 500.00	\$ 500.00
7	Aggregate Base, 21AA Limestone	50	Ton	\$ 35.00	\$ 1,750.00
8	HMA Road, 6 inch	8	Ton	\$ 525.00	\$ 4,200.00
9*	Concrete Drive Approach, 6 inch	70	Syd	\$ 85.00	\$ 5,950.00
10	Concrete Mountable Curb and Gutter	102	Ft	\$ 30.00	\$ 3,060.00
11	Restoration	10	Syd	\$ 5.00	\$ 50.00

**Total Project Cost \$ 22,574.00**

*\*Pay items include additional quantity to be approved by City or City's Engineer.*



# VIL Quote

33115 Shiawassee Driveway  
Request for Quote  
Bid Form

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

Telephone: (734) 522-6711 FAX: (734) 466-4557

**WORK:**

Remove portion of curb and gutter and driveway in Right-of-Way. Replace drive approach with concrete and add slope towards the road to decrease (not eliminate) stormwater runoff going down Owner's property.

DATE: Dec 3, 2019  
PROJECT NO. 0111-15-0100

Item #	Description	Quantity	Unit	Unit Price	Total
1	Mobilization, Max. \$500.00	1	LS	\$ 500.00	\$ 500.00
2	Traffic Control	1	LS	\$ 750.00	\$ 750.00
3*	Remove Pavement	100	Syd	\$ 10.00	\$ 1,000.00
4	Remove Curb and Gutter	102	Ft	\$ 10.00	\$ 1,020.00
<del>5</del>	<del>Underdrain, Subgrade, 6 inch</del>	<del>102</del>	<del>Ft</del>	<del>\$</del>	<del>\$</del>
6	Grading	1	LS	\$ 11,500.00	\$ 11,500.00
7	Aggregate Base, 21AA Limestone	50	Ton	\$ 25.00	\$ 1,250.00
<del>8</del>	<del>HMA Road, 6 inch</del>	<del>8</del>	<del>Ton</del>	<del>\$</del>	<del>\$</del>
9*	Concrete Drive Approach, 6 inch	100	Syd	\$ 70.00	\$ 7,000.00
10	Concrete Mountable Curb and Gutter	102	Ft	\$	\$
11	Restoration	1	LS <del>Syd</del>	\$ 500.00	\$ 500.00

**Total Project Cost \$ 26,850.00**

*\*Pay items include additional quantity to be approved by City or City's Engineer.*

**CAN ACHIEVE IMPROVEMENTS WITHOUT GETTING INTO THE ROAD AND REPLACING EDGE DRAIN. PROPOSE TAKING OUT 10-FT WIDE OF DRIVEWAY (OPPOSED TO 5-FT).**

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: February 18, 2020</b>	<b>Reference Number 7B</b>
<b>Submitted by: City Manager/City Attorney</b>		
<b><u>Description</u> Consideration to Approve Grant Agreement Between the Michigan Indigent Defense Commission (MIDC) and the Cities of Farmington and Farmington Hills</b>		
<b><u>Requested Action</u></b> To approve and authorize the Mayor and Clerk to sign the Grant Contract with the State Michigan Indigent Defense Commission and Department of Licensing and Regulatory Affairs for October 1, 2019 to September 30, 2020, with the understanding that any amendments favorable to the cities can be included in the final, signed version of the Agreement upon approval by the City Manager and City Attorney’s Office.		
<b><u>Background</u></b>  The Michigan Indigent Defense Commission (MIDC) was created by state legislation passed in 2013 after an advisory commission recommended improvements to the state’s legal system as relates to securing legal representation (defense attorneys) for indigent individuals. The advisory commission was created by Governor Rick Snyder in 2011.  In a nutshell, the MIDC is charged under the state law with developing uniform minimum standards in Michigan courts for providing indigent criminal defense services; it is also responsible for ensuring compliance with those standards. The MIDC Act (Public Act 93 of 2013, as amended recently by Public Act 214 of 2018) provides for state grants to assist the governmental units responsible for the various courts in complying with these standards. As the two funding units for the 47 <sup>th</sup> District Court, the cities of Farmington and Farmington Hills are ultimately responsible for compliance with the minimum standards established by the Commission and are proposed to be the joint recipient of the grant as the “indigent criminal defense system” for the 47 <sup>th</sup> District Court.  City Council is being asked to approve a Grant Agreement that lays out the terms and conditions of the MIDC’s grant for the 47 <sup>th</sup> District Court indigent defense delivery system. Both Farmington and Farmington Hills are proposed to be parties to the Agreement; however, because Farmington is the entity through which the money to fund the 47 <sup>th</sup> District Court runs, it has been designated as the “fiduciary” entity.  For the one-year period from October 1, 2019 to September 30, 2020 the budget for providing these indigent defense services is estimated to be \$203,339.69.		
<b>Materials: Grant contract</b>		



## MICHIGAN INDIGENT DEFENSE COMMISSION

Dear Grantee:

Attached is the fiscal year 2020 indigent defense grant contract for your local funding unit. If you are receiving this letter, the Michigan Indigent Defense Commission (MIDC) has approved your plan and cost analysis for compliance with approved MIDC Standards.

### **Fiscal Year 2020 Grant Contract**

Please read the grant contract carefully and share it with any person in your funding unit that may be responsible for implementation, compliance reporting, or financial reporting related to the grant. The grant contract contains important information and dates regarding distribution of grant funds, compliance, and requirements for reporting.

Once the grant contract is signed by the authorized signatory for the funding unit, please return the signed contract by email to **LARA-MIDC-Info@michigan.gov**. You should include your Regional Manager on this email. The contract will be signed by MIDC and LARA and then entered into SIGMA for payment. You will receive a fully executed copy of the contract by email.

Once the contract has been fully executed, the initial state grant disbursement will be processed for advance payment. The state grant disbursement will be reduced by any reported FY19 unexpended state grant funds.

This contract covers any spending occurring between **October 1, 2019 and September 30, 2020** that has been approved as part of the cost analysis. Please see Attachment B to the contract for the funding unit's approved budget.

### **Grant Reporting and Webinars**

The first quarterly compliance and financial reports will be due **January 31, 2020**. This report should reflect compliance and financial information for the period of October 1, 2019 through December 31, 2019. *Please note that budget adjustment and substantial plan change requests should only be submitted with the quarterly reports.* If you have questions about this, please contact your Regional Manager.

The MIDC staff will host informational webinars regarding first quarter reporting in January 2020. Additional information on the upcoming webinars will be available soon.

### **Upcoming Commission Meetings**

The Commission's final meeting of the year will be December 17, 2019 at 200 N. Washington Square in downtown Lansing. The agenda and meeting packet will be posted on the Commission's website, [www.michiganidc.gov](http://www.michiganidc.gov), in advance of the meeting. We welcome you to attend the

meeting, which will begin at 11:00 a.m. The Commission will publish the schedule for 2020 meetings in December.

Please do not hesitate to contact me if you have any feedback, or your Regional Manager if you have questions about implementation under the grant contract. We encourage you to continue to check our website, [www.michiganidc.gov/grants](http://www.michiganidc.gov/grants), where you can find information regarding the time and location of the Commission's meetings, as well as other updated information.

Sincerely,

*s/Loren Khogali*

Loren Khogali, Executive Director  
Michigan Indigent Defense Commission  
Phone: (517) 275-2845/Email: [khogalil@michigan.gov](mailto:khogalil@michigan.gov)

GRANT BETWEEN  
THE STATE OF MICHIGAN  
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)  
AND  
The City of Farmington

GRANTEE/ADDRESS:

David Murphy  
City Manager, Farmington  
23600 Liberty Street  
Farmington, MI 48335  
248-474-5500 ext. 2221

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
200 N. Washington Square  
Lansing, MI 48933  
517-657-3060  
866-291-0874

GRANT PERIOD:

From October 1, 2019 to September 30, 2020

TOTAL AUTHORIZED BUDGET: \$203,339.69

FY 20 State Grant Contribution: \$48,873.40  
FY 20 Local Share Contribution: \$21,910.94  
FY 19 Prior Year Unspent Funds: \$132,555.35

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0047851

## GRANT

This is Grant # 2020-13 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and the City of Farmington (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### 1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act.. The funding for this grant is contingent upon an appropriation by the legislature that is signed by the Governor. In the event a budget is not enacted by the effective date of the grant, the grant agreement will not be executed.

### 1.1 Definitions

- A. Budget means a detailed statement of estimated costs consistent with the Grantee's approved Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within Attachment B to the funding unit's grant budget.
- C. Compliance Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 *et seq* as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. MIDC means the Michigan Indigent Defense Commission.
- G. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.



- H. "Substantial Change" to a Compliance Plan is a change to the plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan.

## **1.2 Statement of Work**

The Grantee agrees to undertake, perform and complete the services described in its approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, MCL 780.991 *et seq.*, specifically Standards 1 through 4. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

## **1.3 Detailed Budget**

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.
- C. Attachment B is the Budget. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved, in accordance with section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
  - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval

by MIDC staff, but must be reported quarterly in the next financial status report.

- 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
- 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

#### **1.4 Payment Schedule**

The maximum amount of grant assistance approved is \$181,428.75.

The Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2019 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant.

An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

Initial Advance of 50% of the state grant – Within 15 days of receipt of executed agreement  
25% disbursement – May 15, 2020  
25% disbursement – August 14, 2020 (final payment).

The above schedule of disbursement of funds is contingent after receipt of quarterly reporting as addressed in this section and section 1.5 of this document. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;  
Expenditures for the reporting period by budget category;  
Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget

categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction;
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, the Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR as provided in Attachment D and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/19–12/31/19 - – January 31, 2020

2<sup>nd</sup> FSR and compliance report for 1/1/20-3/31/20 – April 30, 2020

3<sup>rd</sup> FSR and compliance report for 4/1/20-6/30/20 – July 31, 2020

Final FSR and compliance report for 7/1/20-9/30/20 – October 31,2020

## **1.5 Monitoring and Reporting Program Performance**

A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.

B. **Quarterly Reports.** The Grantee shall submit to the Grantor quarterly progress reports on compliance with the Standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with standards 1-4, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. The grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested on the template, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC Research staff to seek additional options or ideas for the collection and retrieval of this information.

## PART II - GENERAL PROVISIONS

### **2.1 Project Changes**

Grantee must obtain prior written approval for substantial changes to the compliance plan from the Grantor.

### **2.2 Delegation**

Grantee must notify the MIDC at least 90 calendar days before the proposed delegation with reasonable detail of subgrantee and the nature and scope of the activities delegated. If any obligations under this grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

### **2.3 Program Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted Indigent Defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15), as amended 12/23/18.

### **2.4 Share-in-savings**

The Grantor expects to share in any cost savings realized by the Grantee in proportion of the grant funds to the local share.

### **2.5 Purchase of Equipment**

The purchase of equipment must be made pursuant to the Grantee's established purchasing policy and if not specifically listed in the Budget, Attachment B, must have prior written approval of the Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

### **2.6 Accounting**

The Grantee must establish and maintain a restricted indigent defense fund in their local chart of accounts to record all transactions related to the indigent defense grant. The restricted fund will not lapse to the local general fund at the close of the Grantee's fiscal year. The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which

will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

## **2.7 Records Maintenance, Inspection, Examination, and Audit**

The State or its designee may audit the Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by the Grantee to the Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

## **2.8 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee’s purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts, including managed assigned counsel contracts for representation of indigent or partially indigent defendants, are exempt from a competitive bid process, but must meet standard internal procurement policies, as applicable.

### **3.0 Liability**

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

### **3.1 Safety**

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

### **3.2 Indemnification**

Each party to this grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

### **3.3 Failure to Comply and Termination**

- A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of said Act.
- B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, for State approved Grant responsibilities. If parties cannot agree to the cost to be paid by the State, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. The Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended.

### **3.4 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

### **3.5 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

### **3.6 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.7 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the Commission determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

### **4.0 Certification Regarding Debarment**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

## **4.1 Illegal Influence**

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

## **4.2 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.



#### **4.3 Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for the Grantee is required to possess in order to perform under this Grant.

#### **4.4 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

#### **4.5 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Grant Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Grant Agreement. This Grant may not be amended except by a signed written agreement between the parties.

#### **4.6 Grantee Relationship**

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent Grantee.

#### **4.7 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or

program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of its local share as defined by MCL 780.983(h).

### **5.0 Severability**

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

### **5.1 Signatories**

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

\_\_\_\_\_  
LeAnn Droste, Director  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Loren Khogali, Executive Director  
Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
State of Michigan

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Murphy, City Manager (Fiduciary)  
City of Farmington

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Boyer, City Manager  
City of Farmington Hills

\_\_\_\_\_  
Date

GRANT NO. 2020-13

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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**Compliance Planning Costs**

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An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY20, if seeking reimbursement under this provision.

Are you submitting a worksheet for planning costs?  Yes |  No

If yes, do you have receipts showing that non-funding unit employees have been paid?

Yes |  No

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**Submitter Information**

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Funding Unit/System Name: Farmington/Farmington Hills

Submitted By (include name, title, email address and phone number):

Dave Walsh, Court Administrator, D47, [dwalsh@fhgov.com](mailto:dwalsh@fhgov.com), (248) 871-2973

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**Local Share**

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**Please Note:** Per MCL 780.983(i), the Local Share for your indigent defense system for FY 2020 will be indexed by 3% or the recent Urban Consumer Price Index (CPI), whichever is less. CPI for the most recent period is 2.2%; FY2020 requests should include Local Share funding enhanced by this factor.

Any change or corrections to your baseline local share calculation from FY19?

Yes |  No

If yes, please explain:

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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**Attachments Submitted**

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- ✓ Have you attached your FY20 cost analysis?  Yes |  No
- ✓ Did you submit a list of the attorneys providing services?  Yes |  No
- ✓ If applicable, did you attach documentation supporting reimbursement for compliance planning?  Yes |  No
- ✓ Have you attached your revised local share certification (with CPI increase)?  
 Yes |  No
- ✓ If you have developed any local policies for implementing the MIDC's Standards, please attach to this application.

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**Standard 1**

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Training of Attorneys

Number of attorneys as of October 1, 2019 \* Part of Oakland County/OCBA Plan \*

Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2019 \_\_\_\_\_

Any changes in your training plan from FY19?  Yes |  No

If yes, please describe:

Any changes in your funding needs from FY19 for this standard?  Yes |  No

If yes, please describe:

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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Standard 2

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Initial Attorney meetings

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How and when are defense attorneys notified of new assignments?

Attorneys are either present at appointment or contacted/advised by telephone.

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How are you verifying that in-custody attorney visits occur within three business days?

The responsibility to fulfill the 3 day mandate or the introductory communication is on the attorney as an officer of the court. Nothing in the language of the Standards places that burden of tracking responsibility on the funding unit/court. Rather the language clearly says "Counsel shall" and as an officer of the Court, that is his/her duty. As a comparison, the court does not track the prosecutor to ensure he/she is fulfilling his/her responsibilities/duties. We will add language to the Order of Appointment advising the appointed attorney of his/her duty to conduct an initial client intake interview within the guidelines established for in-custody/non-custody clients.

In addition, as a means of ensuring attorney compliance, we will modify the court's court appointed attorney invoice form to include the following required fields: 1) Date of Appointment, and 2) Initial Client Contact Date. This will help the court ensure at the time of payment that the attorney has fulfilled his/her requirements under the MIDC standard.

If the fields are not completed as required or the dates cited are not in compliance with the Standard, the court will address the issue with the attorney prior to issuing payment. In addition, the court will investigate any complaint regarding an attorney failing to be compliance with the Standard.

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How are you verifying introductory communications from the attorney with defendants who are not in custody?

See above.

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How are you compensating attorneys for this standard? Please provide details:

House counsel will be paid \$300/half day and \$600/full day. Weekend arraignment house counsel will be paid the half day rate.

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Any change in the initial interview procedure from your FY19 plan?  Yes |  No

If yes, please explain:

**MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL**

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Any change from your FY19 funding needs for initial interviews?  Yes |  No

If yes, please explain:

**Confidential Meeting Spaces**

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Are there confidential meeting spaces in the jail?  Yes |  No

Please explain or describe:

Being retrofit under our 2019 compliance plan grant.

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Are there confidential meeting spaces in the courthouse for in-custody and out-of-court clients?  Yes |  No

Please explain or describe:

Each courtroom lockup has multiple secure interview rooms.

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Any change from the FY19 plan for meeting spaces?  Yes |  No

Please explain or describe:

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Any change in FY19 funding needs for meeting spaces?  Yes |  No

Please explain or describe:

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If you had construction for meeting spaces in your FY19 plan, please provide an update on the construction project:

We are in the bid stage. Our 180 day implementation window began March 25, 2019.

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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Standard 3

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Experts and Investigators

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Do you have a written policy for requesting experts or investigators?  Yes |  No

If yes, please explain or attach:

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Any change in the process from FY19?  Yes |  No

If yes, please explain:

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Any change in your funding needs for Standard 3 from FY19?  Yes |  No

If yes, please explain:

\$2,000 increase for experts based on anticipated increase in drunk-driving cases.

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## Standard 4

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### Counsel at First Appearance and Other Critical Stages

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**How are you providing counsel at first appearance and other critical stages? Please provide details:**

Currently, the Court holds walk-in arraignments throughout the day, Monday through Friday. In addition, in-custody arraignments are held each morning and afternoon. The magistrates conduct arraignments on the weekends, typically once each day at each station as needed. **In order to ensure the presence of an attorney at first appearance, these patterns will have to be altered to allow for the planned presence of an attorney, and likely there will be fewer arraignment opportunities for defendants as a result.**

**To minimize the need to reduce the availability of arraignment times, the Court will implement two changes: 1) the judges can issue a standing personal recognizance order for DWLS 1<sup>st</sup> and No Operator's License defendants (and any other offenses the judges deem appropriate to be within such an order), and 2) the Court shall make available to defendants a "Waiver of Attorney at First Appearance Form" as an option they could choose if they did not wish to wait or come back for a scheduled arraignment time.**

The Court would adopt a "house counsel" weekday schedule, where an attorney would be designated to handle all arraignments and other appointments for half a day (schedule to be determined). For example, Tuesday through Friday, the Court may schedule house counsel for the afternoon and conduct any walk-in and all in-custody arraignments at that time. On Mondays, the primary arraignment day, house counsel would be present for the day. House counsel would be paid \$300 for a half day and \$600 for a full day. This would amount to an estimated cost to the funding units of \$1,800 per week or \$93,600 per year.

**Currently, the magistrates conduct arraignments on the weekends at each police station, recording them with a handheld recorder. No court appointments take place at weekend arraignments, although requests for appointments are processed and forwarded back with all paperwork to the clerk's office for Monday morning, at which time appointments are processed for future hearing dates.**

**This system will not be able to continue with the incorporation of available house counsel for the arraignments for the following reasons: 1) there simply is not functional, safe and secure space at the police stations to add house counsel into the process there, 2) the house counsel will have to be planned and scheduled in advance and it would be too costly and cumbersome to plan for counsel to appear on call at either police station throughout the weekend, and 3) with the likelihood of legal/bond issues being raised by counsel, a proper recording by a certified recorder would be needed rather than the current handheld recording done by the magistrate. Because of the complexity and variability of the needed paperwork, the magistrate will need the assistance of the clerk for this as well.**

**Weekend arraignments would be scheduled for a single time slot on each Saturday and Sunday. The magistrate would conduct arraignments via video from the courthouse with both police departments. House counsel would be at the courthouse and have an opportunity to interview clients via video and/or telephone in advance of arraignment. Counsel would be paid the half day rate of \$300, which would equal an estimated cost to the funding units of \$600 per weekend. Along with 12 holidays, the total cost for this would be \$34,800 per year.**

House counsel appointments would not be vertical. At first appearance, defendants requesting counsel for future proceedings would still have to complete a Request for Assignment form and counsel for the remainder of the case would



MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

be assigned from the Court’s attorney assignment list, unless there was reason for house counsel to remain as assigned counsel. In either event, assigned counsel would be paid \$200 for the case (based on an estimated 2 hours of expected time investment). This flat fee system will be supplemented by a written requests for additional fees based on actual hours invested over and above 2 hours. These invoices would be considered by the judges on a case by case basis.

In addition, a court clerk/recorder would be required to operate the video and recording equipment and process the necessary paperwork on the weekends(Currently, the magistrates use a hand held recorder and process paperwork by hand). This would be done with a rotation of clerk/CEO staff from the Clerk’s Office requiring overtime pay. Assuming a minimum shift of 4 hours per weekend day (8 hours of arraignments per weekend) and 4 hours on each of 12 court holidays, the estimated annual cost would be \$16,330.88 plus fringe items noted in the cost analysis section below.

Comment [47th dc1]: Upon evaluation, weekend shift must be a 4 hour minimum

The Court will participate with Oakland County and the other county district courts for counsel at video arraignments from the Oakland County Jail (OCJ) (see attachment from Oakland County). Costs to the 47<sup>th</sup> District Court for this service for 2020 as determined by Oakland County based upon current year caseload analysis for video arraignments form OCJ is \$19,718, a \$4,949 increase over the 2019 grant cost.

Are there any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, etc.  Yes |  No

If yes, please provide details:

How are you calculating compensation for this standard? Please provide details:

House Counsel at \$300/half day, \$600/full day. Vertically assigned counsel after first event at \$200/case (based on estimated average investment of two hours) with process for requesting additional fees based on individual case time.

Will there be any change in this process from FY19?  Yes |  No

If yes, please explain:

Any change in how you are paying attorneys for this standard from FY19?  Yes |  No

No

If yes, please explain:

Will there be any change in your funding needs for this standard from FY19?

Yes |  No

If yes, please explain:

Costs to the 47<sup>th</sup> District Court for counsel at video arraignments from the Oakland County Jail for 2020 as determined by Oakland County based upon current year caseload analysis for video arraignments form OCJ is \$19,718, a \$4,949 increase over the 2019 grant cost.

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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Personnel

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Any personnel positions/hours eliminated or reduced from FY19?  Yes |  No

If yes, please explain:

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Any additional positions/hours requested from FY19?  Yes |  No

If yes, please explain:

Compensations for clerks at weekend arraignments will increase by 2 percent.

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Any change in fringe benefits from FY19?  Yes |  No

If yes, please explain:

Benefit costs tied to compensation for clerks at weekend arraignments will also increase by 2 percent.

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Supplies & Other

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Please list any supplies or equipment requested, and a brief explanation of need or use in FY20.

## Indigent Defense System Cost Analysis

Grant Year October 1, 2019 - September 2020

Funding Unit Name (s) *Farmington/Farmington Hills*

Personnel	Position	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Susan Gierucki	Senior Clerk/CEO	\$37.25 x 4 x 58	10,430.00	10,430.00	0.00		10,430.00
Mary Ebel	Deputy Clerk/CEO	\$32.07 x 4 x 58	5,900.88	5,900.88	0.00		5,900.88
Category Summary			16,330.88	16,330.88	0.00	0.00	16,330.88

A court clerk/recorder would be required to operate the video and recording equipment and process the necessary paperwork on the weekends (currently, the magistrates use a hand held recorder and process paperwork by hand). This would be done with a rotation of clerk/CEO staff from the Clerk's Office requiring overtime pay. Assuming a minimum shift of 4 hours per weekend day (4 hours of arraignments per weekend) and 4 hours on each of 12 court holidays (so a total of 4 hours for 116 days counting weekends and holidays) the cost will be \$16,330.88, plus fringe items noted in the cost analysis section below.

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Sources	Total
Employer FICA	0.0765	1,249.31	1,249.31	0.00	0.00	1,249.31
Retirement	0.2054	3,354.36	3,354.36	0.00	0.00	3,354.36
Workers Compensation	0.0045	73.49	73.49	0.00	0.00	73.49
Life Insurance	0.0018	29.40	29.40	0.00	0.00	29.40
Disability	0.006	97.99	97.99	0.00	0.00	97.99
Accidental Death & Dismemberment	0.0002	3.27	3.27	0.00	0.00	3.27

Category Summary			4,807.81	4,807.81	0.00	0.00	4,807.81
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These increase are directly tied to the personnel costs listed.

**Contractual**

Contracts for Attorneys	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding	
						Sources	Total
Attorneys - Private Bar	House Counsel (T-F)	\$300 x 4 x 52	62,400.00	62,400.00		0.00	62,400.00
Attorneys - Private Bar	House Counsel (M)	\$600 x 52	31,200.00	31,200.00		0.00	31,200.00
Attorneys - Private Bar	House Counsel (Wknd-Hol)	\$300 x 116	34,800.00	34,800.00		0.00	34,800.00
Attorneys - Private Bar	Assigned cases	\$200/case	22,083.00	0.00	21,910.94	0.00	21,910.94
				172.06			22,083.00
				572.06			150,483.00
Category Summary			150,483.00	128,400.00	21,910.94	0.00	150,310.94

Weekend arraignment counsel costs are increased due to holidays being added. The local share has been increase by 3 percent per instructions.

Contracts for Experts and Investigators	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding	
						Sources	Total
Investigators (TBD)	Investigation services	\$75 x 60 hours	4,500.00	4,500.00	0.00	0.00	4,500.00
Experts (TBD)	Expert Services	Per MIDC guidelines	7,500.00	7,500.00	0.00	0.00	7,500.00
Category Summary			12,000.00	12,000.00	0.00	0.00	12,000.00

Unchanged from 2019 plan.

Contracts for Construction Projects	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding	
						Sources	Total
None					0.00	0.00	0.00

Category Summary			0.00	0.00	0.00	0.00	0.00
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Represents a cost increase of \$4,949 over 2019 grant based on actual cost assessment completed by Oakland County and submitted to all County district courts.

<b>Contracts Other</b>	<b>Services Provided</b>	<b>Calulation</b>	<b>Total</b>	<b>State Grant</b>	<b>Local Share</b>	<b>Other Funding Sources</b>	<b>Total</b>
Oakland County	Video arraignments from OCJ	Per cost calculation by Cot	19,718.00	19,718.00	0.00	0.00	19,718.00

Category Summary			19,718.00	19,718.00	0.00	0.00	19,718.00
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Represents a cost increase of \$4,949 over 2019 grant based on actual cost assessment completed by Oakland County and submitted to all County district courts.  
 Justification - Provide justification for all other contract costs associated with the local indigent defense system with a \* highlight to new request for FY20.

<b>Equipment</b>	<b>Vendor</b>	<b>Calulation</b>	<b>Total</b>	<b>State Grant</b>	<b>Local Share</b>	<b>Other Funding Sources</b>	<b>Total</b>
None							

Category Summary			0.00	0.00	0.00	0.00	0.00
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Equipment Justification - Provide justification for new equipment requests for FY20

<b>Training/Travel</b>	<b>Vendor</b>	<b>Calulation</b>	<b>Total</b>	<b>State Grant</b>	<b>Local Share</b>	<b>Other Funding Sources</b>	<b>Total</b>
Oakland County Plan	6th Circuit/OCBA						

Category Summary			0.00	0.00	0.00	0.00	0.00
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Training and Travel Justification - Provide travel and training justification and \*highlight new or changed requests for FY20.

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
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None

Category Summary			0.00	0.00	0.00	0.00	0.00
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Supplies Justification - Provide justification for supplies requests and \*highlight new or changed requests for FY20.

Budget Total			203,339.69	181,256.69	21,910.94	0.00	203,167.63
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42875

203339.69

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET**

**VEHICLE AND TRAVEL SERVICES (VTS)  
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED  
EMPLOYEES**

**Effective October 1, 2019**

**MICHIGAN SELECT CITIES \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

**MICHIGAN IN-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
<b>Per Diem</b>	<b>\$87.00</b>	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

**OUT-OF-STATE SELECT CITIES \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

**OUT-OF-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
<b>Per Diem</b>	<b>\$97.00</b>	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

**Incidental Costs (per overnight stay) \$5.00**

**Mileage Rates**

Premium Rate	\$0.580 per mile
Standard Rate	\$0.340 per mile

\*See Select High Cost City Listing

\*\*Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or [www.somtravel.com](http://www.somtravel.com)

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
VEHICLE AND TRAVEL SERVICES (VTS)  
SELECT HIGH COST CITY LIST**

**TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE  
October 1, 2019**

**Michigan Select Cities / Counties**

<b>Cities</b>	<b>Counties</b>
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse Oakland Wayne

**Out of State Select Cities / Counties**

<b>State</b>	<b>City / County</b>	<b>State</b>	<b>City / County</b>
Arizona	Phoenix, Scottsdale, Sedona	Maryland	Baltimore City, Ocean City (Counties of Montgomery & Prince Georges)
California	Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura) Edwards AFB, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Massachusetts	Boston (Suffolk County), Burlington Cambridge, Woodburn Martha's Vineyard
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Connecticut	Bridgeport, Danbury	Nevada	Las Vegas
DC	Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George's in Maryland)	New Mexico	Santa Fe
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West	New York	Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plains
Georgia	Brunswick, Jekyll Island	Ohio	Cincinnati
Idaho	Ketchum, Sun Valley	Pennsylvania	(Bucks County) Pittsburgh
Illinois	Chicago (Cook & Lake Counties)	Rhode Island	Bristol, Jamestown, Middletown, Newport (Newport County), Providence
Kentucky	Kenton	Texas	Austin, Dallas, Houston, LB Johnson Space Center
Louisiana	New Orleans	Utah	Park City (Summit County)
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford	Vermont	Manchester, Montpelier, Stowe (Lamoile County)
		Virginia	Alexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale



**Department of Licensing and Regulatory Affairs  
Michigan Indigent Defense Commission  
FINANCIAL STATUS REPORT**

1. Name and Address of Grantee	2. Funding Unit(s)	3. Grant Number	4. Grant/Contract Period From: _____ To: _____						
	5. Current Report Period From: _____ To: _____	6. Final Report YES _____ NO _____	7. Total Grant Amount State Grant _____ Local Share _____						
	Contracts								
8. Cost Categories	Salaries Fringes	Contract Attorneys	Experts Investigators	Construction	Other	Equipment	Travel Training	Supplies Services	Total
a. Expenditures this Report Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
b. Local Share	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. State Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d. Total Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e. Local Share Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
f. State Grant Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. State Grant Advancements									
a. Received this reporting period <span style="float: right;">\$0.00</span>									
b. Received to date <span style="float: right;">\$0.00</span>									
10. Remarks	11. Certification: I certify that to the best of my knowledge and belief this report is correct and complete and that all expenditures are for the purposes set forth in the approved compliance plan and consistent with the grant contract and attachments.  _____ authorizing signature <span style="margin-left: 150px;">date</span>				12. MIDC Approval  _____ Grant Manager's Signature <span style="margin-left: 50px;">Date</span>  _____ State Office Admin. Signature <span style="margin-left: 50px;">Date</span>				
	position <span style="margin-left: 100px;">email/phone contact</span>								

**Farmington City Council  
Staff Report**

**Council Meeting  
Date: February 18, 2020**

**Reference  
Number  
7C**

**Submitted by: City Manager/City Attorney**

**Description Consideration to Approve Agreement for Arraignment-Only Attorney Services with Oakland County for MIDC program**

**Requested Action Adopt Resolution approving the Interlocal Agreement with Oakland County for Appointments of Arraignment-Only Attorneys in the Oakland County Jail.**

**Background**

As reported last year when you approved an MIDC Grant Contract for FY2019 (10/1/2018 - 9/30/2019), under the Michigan Indigent Defense Commission Act ("Act") adopted in 2013 and amended in 2018, the MIDC is responsible for developing and ensuring compliance with uniform minimum standards for Michigan courts to provide indigent criminal defense services. The Act provides for State grants to assist "Indigent Criminal Defense Systems" such as the Cities of Farmington and Farmington Hills (as the funding units for the 47th District Court) in complying with the standards.

Provided with this letter for approval is MIDC's proposed Grant Contract for FY2020 (10/1/2019 - 9/30/2020.) The Court Administrator has advised this is what was expected, including the budget amounts on page 1, and recommends approval.

**Materials: Resolution, letter to council, interlocal agreement**

**CITY OF FARMINGTON**

**OAKLAND COUNTY, MICHIGAN**

**RESOLUTION APPROVING INTERLOCAL AGREEMENT FOR  
APPOINTMENTS OF ARRAIGNMENT-ONLY ATTORNEYS  
IN THE OAKLAND COUNTY JAIL**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the \_\_\_\_ day of \_\_\_\_\_, 2020, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

The following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**WHEREAS**, the City Council approved and authorized the Mayor and City Clerk to sign a grant agreement between the City of Farmington as the local funding unit and the Michigan Indigent Defense Commission (MIDC) for the period from October 1, 2019 to September 30, 2020.

**WHEREAS**, the MIDC Act requires local funding units to create a compliance plan and the cost analysis required to deliver indigent defense services in compliance with the first four approved MIDC standards. MIDC Standard 4 — Counsel at First Appearance and Other Critical Stages, requires local funding units to provide indigent defense counsel to incarcerated defendants at video arraignments conducted from the Oakland County Jail (OCJ).

**WHEREAS**, pursuant to the Urban Cooperation Act of 1967, Act 7 of 1967, MCL 124.501 *et seq.*, which provides for interlocal public agency agreements, and for the purpose of complying with the Michigan Indigent Defense Commission Act of 2013, 2013 Public Act 93, MCL 780.981 *et seq.*, to provide indigent defense counsel to incarcerated defendants at video arraignments conducted in the Oakland County Jail, the City of Farmington desires to contract with Oakland County to do that.

**WHEREAS**, attached to this Resolution is an Interlocal Agreement Between Oakland County and City of Farmington for Appointments of Arraignment-Only Attorneys in the Oakland County Jail as prepared and approved by Oakland County and presented to the City for approval.

**NOW, THEREFORE, BE IT RESOLVED** that the attached Interlocal Agreement Between Oakland County and City of Farmington for Appointments of Arraignment-Only Attorneys in the Oakland County Jail is approved and the Mayor and City Clerk are authorized and directed to sign it on behalf of the City.

AYES:

NAYS:

ABSTENTIONS:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN    )  
  )ss  
COUNTY OF OAKLAND    )

I, MARY MULLISON, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 2020, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MARY MULLISON  
Clerk, City of Farmington

THOMAS R. SCHULTZ  
tschultz@rsjalaw.com

2755 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

February 12, 2020

Mayor Bowman and City Council  
City of Farmington  
23600 Liberty Street  
Farmington, MI 48335

RE: (1) Michigan Indigent Defense Commission (MIDC) Grant Contract for FY2020  
(2) Interlocal Agreement with Oakland County

Dear Mayor Bowman and City Council Members:

### **MIDC Grant Contract**

As reported last year when you approved an MIDC Grant Contract for FY2019 (10/1/2018 - 9/30/2019), under the Michigan Indigent Defense Commission Act ("Act") adopted in 2013 and amended in 2018, the MIDC is responsible for developing and ensuring compliance with uniform minimum standards for Michigan courts to provide indigent criminal defense services. The Act provides for State grants to assist "Indigent Criminal Defense Systems" such as the Cities of Farmington and Farmington Hills (as the funding units for the 47th District Court) in complying with the standards.

Provided with this letter for approval is MIDC's proposed Grant Contract for FY2020 (10/1/2019 - 9/30/2020.) The Court Administrator has advised this is what was expected, including the budget amounts on page 1, and recommends approval. We concur with that recommendation. If you agree, the appropriate action would be a motion:

To approve and authorize the Mayor and Clerk to sign the Grant Contract with the State Michigan Indigent Defense Commission and Department of Licensing and Regulatory Affairs for October 1, 2019 to September 30, 2020.

### **Interlocal Agreement with Oakland County**

The second Agreement provided with this letter for approval is Oakland County's proposed Interlocal Agreement to provide defense attorneys at the County jail for indigent defendants being arraigned beginning March 2, 2020. Under the MIDC Grant Contract, providing those attorneys is the Cities' responsibility and money is allocated in the MIDC grant for the costs of doing that. The amounts to be paid by the Cities to the County are roughly 65% of the annual grant amount for that MIDC requirement, reflecting that the period from March 2nd to September 30th is 65% of the 2020 Fiscal Year.

Our office initially had two (2) general areas of concern with the County's proposed Agreement. The first was with respect to many provisions that are way too one-sided in the County's favor for

February 12, 2020

Page 2

a cooperative intergovernmental agreement such as this. However, upon presenting those concerns to the County attorney, we were advised that the County Board of Commissioners had already approved the Agreement for all Oakland County communities.

In this situation where there is no risk of the City not paying (it has been confirmed that the FY 19 Prior Year Unspent Funds on page 1 of the MIDC Grant Contract could be used if necessary) the chances of those objectionable provisions coming into play is extremely low. That combined with the benefits to the Court and Cities of this arrangement, and that the County will hopefully be able to assume this entire responsibility in future years (see Section 4.2) provide a rationale for overlooking the objectionable provisions and approving the Agreement.

The second concern we had with the County's Agreement was whether the City signing it would violate the MIDC Grant Contract. Those concerns on behalf of Farmington/Farmington Hills and another client (Waterford) were discussed with the County attorney, who then presented them to MIDC. The response from the MIDC's Regional Manager has satisfied the concerns.

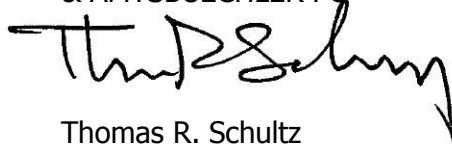
A written Resolution approving the County Agreement is required and provided. Your action could be by a motion to:

Adopt the Resolution approving the Interlocal Agreement with Oakland County  
For Appointments of Arraignment-Only Attorneys in the Oakland County Jail.

If you have any questions regarding the foregoing, feel free to call me.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC



Thomas R. Schultz

TRS/jah

cc. David Murphy, City Manager  
Mary Mullison, City Clerk

**INTERLOCAL AGREEMENT**

**BETWEEN**

**OAKLAND COUNTY**

**AND**

**CITY OF FARMINGTON**

**FOR APPOINTMENTS OF ARRAIGNMENT-ONLY ATTORNEYS**

**IN THE OAKLAND COUNTY JAIL**

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This Agreement (“Agreement”) is made between the County of Oakland (“County”), a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph, Pontiac, Michigan 48341, and the City of Farmington (“Funding Unit”), whose address is 23600 Liberty Street, Farmington, Michigan 48335. In this Agreement, County and Funding Unit may also be referred to jointly as the “Parties.”

**PURPOSE OF AGREEMENT.** County and Funding Unit enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of complying with the Michigan Indigent Defense Commission Act of 2013, 2013 Public Act 93, MCL 780.981 *et seq.*, and delineating the duties of the Parties related to providing indigent defense counsel to incarcerated defendants at video arraignments conducted in the Oakland County Jail. The Parties agree, subject to the terms and conditions set forth in this Agreement, to provide funds and/or services as described in Exhibits I and Exhibit II.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** In addition to any other defined terms in this Agreement (e.g., “Agreement,” “County,” “Funding Unit,” “Party,” or “Parties,” etc.), the Parties agree that the following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, and interpreted as follows:
  - 1.1. **Agreement Documents** mean the following documents, which this Agreement includes and incorporates:
    - 1.1.1. Exhibit I: Financial Obligations
    - 1.1.2. Exhibit II: Scope of Services
  - 1.2. **Arraignment-Only Attorney(s)** means defense attorneys appointed for the purpose of representing incarcerated indigent defendants in the Oakland County Jail at their video arraignment on a criminal complaint and warrant, bench warrant, or probation violation Monday through Friday, and at their video arraignment on a criminal complaint and warrant on Saturday or Sunday for those funding units that participate in the 52<sup>nd</sup> District Court Local Administrative Order Weekend Arraignment Program. This does not include defense attorneys appointed to

represent defendants at any other stage of criminal proceedings following the arraignment on the complaint and warrant, either before judgment of sentence or following judgment of sentence.

- 1.3. **Claim(s)** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Funding Unit, or for which County or Funding Unit may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.4. **County** means Oakland County, a constitutional and municipal Corporation, including, but not limited to, all of its departments, divisions, the Oakland County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, commissions, employees, agents, volunteers, and/or any such persons' successors.
- 1.5. **County Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of County, including any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity. Arraignment-Only Attorneys as defined in Section 1.2 shall not be considered County employees.
- 1.6. **Day** shall be defined as any calendar day, which shall always begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.7. **Fiscal Year** means October 1 through the following September 30.
- 1.8. **Funding Unit** means the City of Farmington, which is an entity created by state or local authority, or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its division, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For the purposes of this Agreement, Funding Unit includes any Michigan court when acting in concert with its Funding Unit to obtain indigent defense counsel services through the County.
- 1.9. **Funding Unit Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Funding Unit, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have responsibility for the delivery of indigent defense services under this Agreement and/or the Michigan Indigent Defense Commission Act, MCL 780.981 *et seq.* "Funding Unit Employee" shall also include any person who was a Funding Unit Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.10. **Michigan Indigent Defense Commission** means the public body created by the Michigan Defense Commission Act, MCL 780.981 *et seq.*



1.11. **Points of Contact** mean the individuals designated by the Parties to act as primary and secondary contacts for communication and other purposes as described herein. Point of Contacts for the Parties are identified in Section. 22.

**2. EFFECTIVE DATE AND DURATION OF THE AGREEMENT.**

2.1. This Agreement, and/or any subsequent amendments, rescissions, waivers or releases to this Agreement, must be in writing and shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes and proceedings of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall also be filed by the office of the Clerk of the County with the Secretary of State.

2.2. This Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the filing of this Agreement, and/or any possible subsequent amendments with the Michigan Secretary of State (MCL 124.510).

2.3. This Agreement takes effect on the date of March 2, 2020 and shall continue and be in effect through September 30, 2020 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for a term from October 1<sup>st</sup> through September 30<sup>th</sup> of every future fiscal year, unless cancelled or terminated by any of the Parties pursuant to Section 15 of this Agreement.

**3. COUNTY RESPONSIBILITIES.**

3.1. Subject to the terms and conditions in this Agreement, and except as otherwise provided by law, County shall provide those services for Funding Unit as described in Exhibit II.

3.2. County agrees to establish this legal relationship in all contractual documents with Arraignment-Only Attorneys as provided in Exhibit II.

3.3. County shall invoice Funding Unit as provided in Exhibit I. The sum of charges invoiced to Funding Unit shall not exceed 65% of Funding Unit's and the City of Farmington Hills' FY2020 grant from the MIDC for the purposes of reimbursing County for providing indigent defense counsel to incarcerated defendants at video arraignments conducted in the Oakland County Jail.

3.4. The Parties intend, agree, and acknowledge that no services, other than those services described in this Agreement, shall or are otherwise required to be provided by the County for or to the Funding Unit. Additional services may be contracted by mutual agreement between the Parties.

**4. FUNDING UNIT FINANCIAL/PAYMENT OBLIGATIONS.**

4.1. As provided in Exhibit I, Funding Unit shall be obligated jointly and severally with the City of Farmington Hills to remit \$6,902 from the 47<sup>th</sup> District Court's MIDC grant fund subcategory for reimbursements to County by March 2, 2020 and \$5,915 from the 47<sup>th</sup> District Court's MIDC grant fund subcategory for reimbursements to County by May 29, 2020. Payment shall be sent along with a copy of the invoice to County as instructed on the invoices.

4.2. In future renewal fiscal years of this Agreement, County shall apply to the MIDC on behalf of Funding Unit for grant funding to cover the entire costs of providing Arraignment-Only attorneys in the Oakland County Jail and Funding Unit shall not apply to the MIDC for any grant funds to cover the costs of providing Arraignment-Only Attorneys in the Oakland County Jail. If County is awarded grant funds in future renewal years that cover the entire cost of providing representation to indigent defendants in the Oakland County Jail, Funding Unit will not have

financial or payment obligations under this Agreement and will not have to pay County the amount covered by County's awarded MIDC grant funds.

- 4.3. If Funding Unit, for any reason, fails to pay County any monies due and owing under this Agreement as described in Exhibit I, Funding Unit agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off the amount due past sixty (60) days from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount owed by Funding Unit to County. Funding Unit waives any Claims against County for any acts related specifically to County's offsetting or retaining of such amounts.
- 4.4. Unless there is a termination as provided for herein, Funding Unit's obligations set forth in this Section, shall be absolute and unconditional and shall not be affected by the occurrence of either Party's default of any term or condition of this Agreement, nor shall any other occurrence or event relieve, limit, or impair the obligation of Funding Unit to pay any such amount due and owing to County.
- 4.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 4.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Funding Unit to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Funding Unit at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Funding Unit agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Funding Unit.
- 4.7. This Section shall not be interpreted as limiting Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

## **5. ASSURANCES AND WARRANTIES.**

- 5.1. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have the legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 5.2. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules and requirements applicable to its activities performed under this Agreement, including but not limited to laws relating to nondiscrimination and conflicts of interests.
- 5.3. Any and all County services set forth in this Agreement are provided on an "as-is" and "as-available" basis, without any warranty of any kind, to the maximum extent permitted by applicable law. County expressly further disclaims any and all warranties, of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement and/or that any County services under this

Agreement will meet any of Funding Unit's needs or requirements, will be uninterrupted, timely, secure, error or risk free/or that any deficiencies in any County service. The entire risk arising out of the use of any and all County services herein remains at all times, with Funding Unit to the maximum extent permitted by law.

**6. LIABILITY.**

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party and for the acts or omissions of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 4.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgment and attorney fees.
- 6.3. Except as otherwise provided in this Agreement, neither Party shall have any right under this Agreement or any legal principle to be indemnified or reimbursed by the other Party or any of its employees or agents in connection with any Claim.
- 6.4. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

**7. LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement. In no event shall County be liable to Funding Unit for any claims arising out of the conduct of Arraignment-Only Attorneys.

**8. DISPUTE RESOLUTION.**

- 8.1. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Point of Contact and Funding Unit's Point of Contact for possible resolution. County's Point of Contact and Funding Unit's Point of Contact may promptly meet and confer in an effort to resolve such dispute. The Points of Contact for each Party are set forth in Section 22.
- 8.2. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

**9. NO IMPLIED WAIVER.**

- 9.1. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement.
- 9.2. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.
- 9.3. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

**10. AUDITING** County agrees that financial records will be available upon request for review or audit by Funding Unit or other appropriate officials.

**11. AGREEMENT INTERPRETATION.** The Parties agree that performance under this Agreement will be conducted in compliance with all federal, Michigan, and local laws and regulations. This Agreement is made and entered into in the County of Oakland and in the State of Michigan. The language of all parts of this Agreement is intended to and under all circumstances to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

**12. INDEPENDENT CONTRACTOR.**

12.1. The Parties agree that at all times and for all purposes under the terms of this Agreement, the Arraignment-Only Attorneys legal status and relationship to County and Funding Unit shall be that of an Independent Contractor.

**13. NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Funding Unit.

**14. NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

**15. TERMINATION OR CANCELLATION OF AGREEMENT.**

15.1. If Funding Unit wants to terminate, for any reason, the automatic renewal of this Agreement that occurs on October 1<sup>st</sup> for any future fiscal year, Funding Unit shall provide County with a written notice of termination by June 1<sup>st</sup> stating that this Agreement will not be renewed and will be terminated effective the upcoming September 30<sup>th</sup>.

15.2. If County wants to terminate, for any reason, the automatic renewal of this Agreement that occurs on October 1<sup>st</sup> for any future fiscal year, County shall provide Funding Unit with a written notice of termination by July 1<sup>st</sup> stating that this Agreement will not be renewed and will be terminated effective the upcoming September 30<sup>th</sup>.

15.3. County may terminate or cancel this Agreement, in whole or in part, immediately if third-party funding for the Arraignment-Only Attorneys from the MIDC is reduced or terminated.

15.4. The Parties agree and acknowledge that either Party's decision to terminate and/or cancel this Agreement, or any one or more individual County services identified herein, shall not relieve the Funding Unit of payment obligation for any County services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.

**16. RECORD RETENTION.** The Parties agree to maintain records in accordance with state law. All records relative to this Agreement shall be available at any reasonable time for examination or audit by personnel authorized by law.

**17. DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

**18. FORCE MAJEURE.** Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond the Party's control, including, but not limited to, an act of God, war, fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the other party of any such event.

19. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
20. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
21. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
22. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 22.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Corporation Counsel, 1200 North Telegraph, Pontiac, Michigan 48341.
- 22.2. If Notice is sent to the Funding Unit, it shall be addressed and sent to: City of Farmington, 23600 Liberty Street, Farmington, Michigan 48335.
- 22.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
23. **GOVERNING LAW**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan without giving effect to its conflict of law principles.
24. **JURISDICTION AND VENUE**. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim(s) arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.
25. **ENTIRE AGREEMENT**. This Agreement sets forth the entire agreement between the Parties along with the Agreement Documents. In entering into this Agreement, Funding Unit acknowledges that it has not relied upon any prior or contemporaneous agreement, representation, warranty, or other statement by the County and/or any County Agent that is not expressly set forth in this Agreement, and that any and all such possible, perceived or prior agreements, representations, understandings, statements, negotiations, understandings and undertakings, whether written or oral, in any way concerning or related to the subject matter of this Agreement are fully and completely superseded by this Agreement.

The undersigned hereby acknowledges that he/she has been authorized by the City of Farmington to execute this agreement on behalf of the City of Farmington and hereby accepts and binds the City of Farmington to the terms and conditions of this Agreement.

**CITY OF FARMINGTON**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The undersigned hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

**THE COUNTY OF OAKLAND**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**David T. Woodward**  
**Chairperson, Oakland County Board of Commissioners**

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**OAKLAND COUNTY**  
**AND**  
**CITY OF FARMINGTON**  
**FOR APPOINTMENTS OF ARRAIGNMENT-ONLY ATTORNEYS**  
**IN THE OAKLAND COUNTY JAIL**

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**EXHIBIT I: Financial and Reporting Obligations**

Under the terms of the agreement, from the effective date of the Agreement through September 30, 2020, the Funding Unit jointly and severally with the City of Farmington Hills agrees to pay the County \$12,817 which is 65% of the 47<sup>th</sup> District Court's portion of the MIDC grant fund subcategory for reimbursing County for providing the Arraignment-Only Attorney services conducted in the Oakland County Jail from the effective date of the Agreement through September 30, 2020.

County shall invoice Funding Unit for the 65% of the MIDC grant fund subcategory through two invoices in FY2020. Funding Unit shall jointly and severally be obligated with the City of Farmington Hills to remit \$6,902 of the 47<sup>th</sup> District Court's portion of the MIDC grant fund subcategory for reimbursements described above to County by March 2, 2020. Funding Unit shall jointly and severally be obligated with the City of Farmington Hills to remit the last payment of \$5,915 from the 47<sup>th</sup> District Court's MIDC grant fund subcategory for reimbursements described above to County by May 29, 2020.

In future renewal years of this Agreement, County shall apply to the MIDC on behalf of Funding Unit for grant funding to cover the entire costs of providing arraignment-only attorneys in the Oakland County Jail. If County is awarded MIDC grant funds in future renewal years that cover the entire cost of providing representation to indigent defendants in the Oakland County Jail, Funding Unit will not have to pay County the amount covered by County's awarded MIDC grant funds.

**OAKLAND COUNTY INTERLOCAL AGREEMENT**

**BETWEEN**

**OAKLAND COUNTY**

**AND**

**CITY OF FARMINGTON**

**FOR APPOINTMENTS OF ARRAIGNMENT-ONLY ATTORNEYS**

**IN THE OAKLAND COUNTY JAIL**

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**EXHIBIT II: Scope of Services**

Under the terms of this Agreement, County will provide Arraignment-Only Attorneys beginning on or about March 2, 2020 Monday through Friday to represent Funding Unit's indigent misdemeanor and felony charged defendants housed in the Oakland County Jail at their video arraignments on criminal complaints and warrants, bench warrants or probation violations. For those Funding Units which participate in the 52<sup>nd</sup> District Court Local Administrative Order Weekend Arraignment Program, County will also provide Arraignment-Only Attorneys on all Saturdays and Sundays to represent those indigent misdemeanor and felony charged defendants housed at the Oakland County Jail at their arraignments on the complaint and warrant. County has the sole responsibility to recruit Arraignment-Only Attorneys and appoint Arraignment-Only Attorneys for arraignments conducted in the Oakland County Jail.

County will be responsible for determining if the Arraignment-Only Attorneys have the minimum education and training levels required by the Michigan Indigent Defense Commission. County will be responsible for completing background checks of Arraignment-Only Attorneys necessary for their presence in the Oakland County Jail. County in coordination with the Oakland County Sheriff's Office will provide basic safety and procedural training to Arraignment-Only Attorneys in the Oakland County Jail.

County will not have any direct control over the manner or means by which Arraignment-Only Attorneys perform their services and Arraignment-Only Attorneys shall exercise their own independent judgment while representing indigent defendants. County will not control or direct their professional duties as an indigent defense counsel under Standards promulgated by the Michigan Indigent Defense Commission. Any agreement with Arraignment-Only Attorneys shall expressly state that Arraignment-Only Attorneys are independent contractors obligated to pay income and self-employment taxes. County shall provide Arraignment-Only Attorneys with IRS Form 1099 as required by federal law.

County has the sole discretion to determine the staffing levels of Arraignment-Only Attorneys on any particular day during the term of the Agreement. County will coordinate with Funding Unit and other county funding units and schedule a daily time for Funding Unit to conduct arraignments via polycom from the Oakland County Jail.



<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date:</b> February 18, 2020	<b>Item Number 7D</b>
<b>Submitted by:</b> Charles Eudy, Superintendent		
<b>Agenda Topic</b> Consideration to Approve Final Payment for FY 19/20 Water Meter Replacement Program.		
<b>Proposed Motion:</b> Move to approve final payment to SLC Meter for meter installation work completed February 1, 2020.		
<b>Background:</b> <p>Fiscal Year 2019-20 budget allocated funds to install 325 residential water meters. Additional installations may be added at a cost of \$64.00 each. SLC Meter is willing to conduct additional meter installations beyond the 325 included in their quote.</p> <p>At the September 16, 2019 Council meeting, approval was granted for SLC Meter, LLC of Pontiac, Michigan to proceed with the electronic water meter replacement program east of Gill Road not to exceed \$27,200.</p> <p>The attached invoice is for the installation of City provided water meters completed through February 1, 2020, the charges are for installation only. During this time SLC staff installed 120 meters at an expense of \$7,680.00. The start of the program was delayed due to a manufacturing slowdown of the Badger E Series Water Meters. Total of 396 meters were installed this fiscal year, at an expense of \$24,704. Public Works office will be following up with +/- 12 property owners who have not responded to the request to have their water meter replaced.</p> <p>It is fiscally vital to conduct meter replacements to accurately record water sales. The new meters will also reduce the wages and equipment fees in future water meter reading cycles.</p> <p>SLC Meter Service has conducted residential meter replacements at all homes north of Grand River, Floral Park, Chatham Hills and east of Gill Road and now Warner Farms. Approximately 2800 meters have replaced in the five projects. Next fiscal year Farmington Oaks &amp; Meadows subdivision and sections of Woodcroft will be selected for meter replacements.</p>		
<b>Materials:</b> SLC Meter Invoice # 255796		

# Invoice

Remit Payments to:  
SLC Meter, L.L.C.  
595 Bradford  
Pontiac, MI 48341

Ph. 1-800-433-4332  
www.slcmeterllc.com

Date	Invoice #
2/7/2020	255796

Bill To
FARMINGTON CITY 33720 W.NINE MILE RD. FARMINGTON, MI 48334

Ship To
CITY OF FARMINGTON DPW 33720 W NINE MILE RD. FARMINGTON, MI 48354 ATTN: JOSH

Rep	S.O. No.	P.O. No.	Terms	Job Name
JFT	40244		Net 30	

Item	Description	Prev. Inv	B/O	Invoiced	Rate	Amount
1/INSTALL	FIELD SERVICE: 3/4" OR 1" WATER METER / RADIO REPLACEMENT AT VARIOUS LOCATIONS WITHIN THE CITY WATER DISTRICT FROM 01/01/2020 to 01/04/2020			57	64.00	3,648.00
1/INSTALL	FIELD SERVICE: 3/4" OR 1" WATER METER / RADIO REPLACEMENT AT VARIOUS LOCATIONS WITHIN THE CITY WATER DISTRICT FROM 01/30/2020 to 02/01/2020			63	64.00	4,032.00

Thank you for your business!  
SLC Meter accepts credit cards and E-Checks.  
1.5% Monthly finance charge on all accounts 30 days past invoice date. Acceptance of these items constitutes a 35% restocking fee on all returns.  
No returns of special order items or after 60 days or without prior written authorization.

**Total** \$7,680.00

**Payments/Credits** \$0.00

A credit memo shall be issued to your account for any returns or discrepancies.  
For full terms of sales please go to Terms of sale:  
<http://www.slcmeter.com/terms-of-use.php>

**Balance Due** \$7,680.00

**Farmington City Council  
Staff Report**

**Council Meeting**  
**Date:** February 18, 2020

**Item  
Number**  
**7E**

**Submitted by:** Charles Eudy, Superintendent

**Agenda Topic:** HVAC improvements at DPW & City Hall

**Proposed Motion:** Move to authorize City Administration to enter into a contract with DIN Engineering to provide HVAC design and inspection services at the DPW building and City Hall.

**Background:** City administration originally contacted DIN Engineering to provide mechanical engineering and construction supervision for the HVAC improvements at the Department of Public Works.

In an effort to control expenses, City Administration has consulted DIN Engineering to provide mechanical engineering and project supervision for HVAC replacement of the boiler and air handling unit at the DPW office and up to two roof top HVAC units at City Hall.

Attached is the estimated design engineering and construction supervision expense to replace the 40 year old boiler, and inefficient air handling unit at the DPW. The air handling unit will be replaced with a roof top HVAC unit. Within the scope of the project, one roof top unit at City Hall will be replaced this fiscal year and a second unit will be replaced next fiscal year.

**Department of Public Works**

Mechanical, Electrical & Plumbing	\$ 5,680.00
Mechanical, & Electrical fee for City of Farmington	\$ 1,260.00

**City Hall unit #1**

Mechanical, Electrical & Plumbing	\$ 3,460.00
Mechanical, & Electrical fee for City of Farmington	\$ 950.00

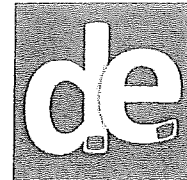
**City Hall unit #2**

Mechanical, Electrical & Plumbing	\$ 1,640.00
Mechanical, & Electrical fee for City of Farmington	\$ 1,280.00
	<u>\$14,450.00</u>

**Materials:** DIN Engineering Proposal

# DIN Engineering

Mechanical, Electrical & Plumbing Engineering Firm



## Engineering Service Proposal

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Date: October 25, 2019

To: Mr. Charles J Eudy  
City of Farmington  
33720 West Nine Mile Road  
Farmington, MI 48335

Project Name: Department of Public Works Building HVAC Upgrade  
33720 West Nine Mile Road Farmington, MI

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We propose engineering services for the following:

### Project Description

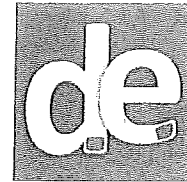
The project involved Heating, Ventilation and Air-Conditioning (HVAC) system upgrade for approximately 2,500 sq. ft. office space. *Project also involves preparing drawings for One rooftop unit replacements at City of Farmington. City Hall located at 23600 Liberty Street. The City of Farmington reserves the right to request the contractor award the project to install second Rooftop Unit at 23600 Liberty Street Prior to June 30, 2019 if funding is available*

### Mechanical & Electrical Design Scope (Phase-I)

1. Site visit to verify existing conditions
2. Prepare Architectural backgrounds based on existing as-built drawings
3. Prepare demolition drawing
4. Heating, Ventilation & Air-Conditioning (HVAC) load calculation
5. HVAC Equipment selection for office space
6. Ductwork modification required
7. HVAC control system design (if required)
8. Gas piping design for mechanical equipment from existing gas meter
9. Electrical modification to provide power to new HVAC equipment
10. Prepare construction documents and sheet specifications
11. Energy calculation to obtain permit
12. Prepare signed and sealed engineering drawings for permit
13. *Site visit to field verify existing rooftop unit at City of Farmington Building*
14. *Prepare permit/bid drawings for unit(s) replacement*

# DIN Engineering

Mechanical, Electrical & Plumbing Engineering Firm



## Work Included

1. Attendance at design, coordination meetings during the design phase of the project. We have included only two site visits / design meetings
2. Prepare electrical and mechanical schematic design, design development and construction drawings as required for bidding, permits and construction for the work as described in the Scope of Services above.
3. DIN Engineering will respond to RFIs submitted by Contractors and publish any required Addendums during the bidding period
4. Din Engineering will provide the Client with a complete set of final Electrical and mechanical drawings in PDF format for reproduction.

## Fee

It is proposed that our fee for the engineering and design work herein described shall be lump sum amount.

Mechanical, Electrical & Plumbing (MEP): Five Thousand Six Hundred and Eight Dollars (\$5,680.00)  
*Mechanical, Electrical fee for City of Farmington: One Thousand Two Hundred and Sixty Dollars (\$1,260.00)*

## Bidding / Site Supervision (Phase-II)

1. Din Engineering will submit drawings to the city for plan review and approval
2. Din Engineering will assist client / owner with bid advertisement and securing successful bidder
3. Din Engineering will assist client / owner with project kick-off meeting
4. Din Engineering will conduct two site visits during construction and prepare progress and quality report
5. Din Engineering will prepare construction complete punch list
6. Din Engineering will attend project close-out meeting and assist client / owner with project close-out procedures

## Fee

It is proposed that our fee for project supervision shall be lump sum amount.

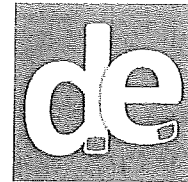
Mechanical, Electrical & Plumbing (MEP): Three Thousand Four Hundred and Sixty Dollars (\$3,460.00)  
*Mechanical and Electrical fee for City of Farmington: Nine Hundred and Fifty Dollars (\$950.00)*

## Work not included

1. Construction cost estimate / value engineering
2. Drawing changes for substantial floor plan layout revisions after start of construction, and resulting from Owner changes to the project scope. Where these changes are required, Din Engineering will provide a written Additional Service Report to the Client for approval prior to start of any work associated with the changes.
3. Transfer of Contractor "red marked" as-built drawings to CAD.
4. Preparation of construction documents using Building Information Modeling (BIM) software. Proposal is based upon all electrical and mechanical construction documents being prepared in AutoCAD 2-D drawings.

# DIN Engineering

Mechanical, Electrical & Plumbing Engineering Firm



## Terms:

1. Invoicing will be on a monthly basis in accordance with the amount of work completed to date.
2. Payment due thirty (30) calendar days from date of invoice.
3. We do not anticipate any architectural or structural modifications to the building, however, if services other than Mechanical, Electrical & Plumbing (MEP) design (e.g. Environmental, Structural, Architectural) are required, will be billed separately
4. Printing and documents reproduction will be charged at cost plus 25% markup
5. Any fees paid by DIN Engineering will be charged at cost plus 25% markup

## Additional Services

Additional services, if requested, will be quoted in writing prior to the start of any work on the additional work. After receiving signed approval for the quoted additional service, then work shall begin. Additional services will be performed only at the direction of your firm.

Hourly Billing Rates are as follows:

Principal	\$105.00 per hour
Engineer:	\$95.00 per hour
Designer:	\$75.00 per hour
CAD Operator:	\$65.00 per hour

## Reimbursable Expenses

The following costs are not included in the above quoted fee, and will be billed as a reimbursable expense:

1. Document (plans and specifications) printing, CAD or reproduction charges plus 25% mark-up
2. Overnight or special delivery fees plus 25% mark-up

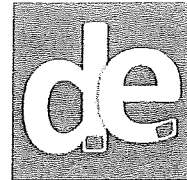
We appreciate the opportunity to provide you with this proposal, and look forward to working with your firm on this project. Please let me know if I may answer any questions or provide any additional details.

Proposal Submitted By:

Fayaz Din P.E

# DIN Engineering

Mechanical, Electrical & Plumbing Engineering Firm



## Engineering Service Proposal

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Date: October 25, 2019

To: Mr. Charles J Eudy  
City of Farmington  
33720 West Nine Mile Road  
Farmington, MI 48335

Project Name: Department of Public Works Building HVAC Upgrade  
33720 West Nine Mile Road Farmington, MI

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We propose engineering services for the following:

### Project Description

The project involves replacement of one rooftop unit at City of Farmington building. This unit is proposed to be installed after July 01, 2020. The City of Farmington reserves the right to add this unit to the initial project with installation to occur before June 30, 2020, if funding is available

### Mechanical & Electrical Design Scope (Phase-I)

1. Site visit to verify existing conditions
2. Prepare Architectural backgrounds based on existing as-built drawings
3. Prepare demolition drawing and unit replacement scope of work
4. Prepare Bid/Construction drawing

### Work Included

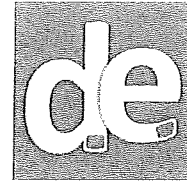
1. Attendance at design, coordination meetings during the design phase of the project. We have included only One site visits / design meetings
2. Prepare electrical and mechanical schematic design, design development and construction drawings as required for bidding, permits and construction for the work as described in the Scope of Services above.
3. DIN Engineering will respond to RFIs submitted by Contractors and publish any required Addendums during the bidding period
4. Din Engineering will provide the Client with a complete set of final Electrical and mechanical drawings in PDF format for reproduction.

### Fee

It is proposed that our fee for the engineering and design work herein described shall be lump sum amount.

# DIN Engineering

Mechanical, Electrical & Plumbing Engineering Firm



Mechanical, Electrical (ME):                      One Thousand Six Hundred and Forty Dollars (\$1,640.00)

## Bidding / Site Supervision (Phase-II)

1. Din Engineering will assist client / owner with bid advertisement and securing successful bidder
2. Din Engineering will assist client / owner with project kick-off meeting
3. Din Engineering will conduct One site visit during construction and prepare progress and quality report
4. Din Engineering will prepare construction complete punch list
5. Din Engineering will attend project close-out meeting and assist client / owner with project close-out procedures

## Fee

It is proposed that our fee for project supervision shall be lump sum amount.

Mechanical, Electrical (ME):                      One Thousand Two Hundred and Eight Dollars (\$1,280.00)

## Terms:

1. Invoicing will be on a monthly basis in accordance with the amount of work completed to date.
2. Payment due thirty (30) calendar days from date of invoice.
3. We do not anticipate any architectural or structural modifications to the building, however, if services other than Mechanical, Electrical & Plumbing (MEP) design (e.g. Environmental, Structural, Architectural) are required, will be billed separately
4. Printing and documents reproduction will be charged at cost plus 25% markup
5. Any fees paid by DIN Engineering will be charged at cost plus 25% markup



<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: February 18, 2020</b>	<b>Item Number 7F</b>
<b>Submitted by: City Manager David Murphy</b>		
<b>Agenda Topic:</b> Appointment of City Council Member		
<b>Proposed Motion:</b> Move to appoint _____ to City Council for a term ending in November, 2021.		
<b>Background:</b> On Feb. 10 and 11, City Council interviewed nine candidates to who applied to fill a vacancy on City Council. The vacancy was left by a council member who resigned mid-term; council accepted that resignation at its Jan. 6, 2020 meeting.		
<b>Materials:</b> None		