



**Regular City Council Meeting
7:00 PM, MONDAY, AUGUST 18, 2014
Farmington Masonic Lodge
23715 Farmington Road
Farmington, MI 48335**

REGULAR MEETING AGENDA

1. CALL TO ORDER

Roll Call

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

4. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. Minutes of the City Council - Special - Jun 23, 2014 7:00 PM**
- B. Minutes of the City Council - Regular - Jul 21, 2014 7:00 PM**
- C. Minutes of the City Council - Special - Jul 28, 2014 7:00 PM**
- D. Minutes of the City Council - Special Study Session - Aug 4, 2014 6:00 PM**
- E. Public Safety Monthly Report**
- F. Special Event Request for American Legion Groves-Walker Post 346, 9-11 Memorial Service**
- G. Consideration to Approve 2015 Greater Farmington Area Chamber of Commerce Annual Membership**
- H. Consideration to Approve SMART Agreement for Transfer of Municipal and Community Credits**
- I. Consideration to Appoint Delegate for Annual MML Meeting October 15-17, 2014 in Marquette, Michigan**
- J. Request for "Tag Days" - Fundraising Event**
- K. Consideration to Ratify Farmington Road Streetscape Proposal for Design Engineering Services**
- L. Consideration to Approve Temporary Liquor License for St. Gerald's 50Th Anniversary Event at Riley Park**

M. Consideration to Schedule a Public Hearing for October 20, 2014 for the Corridor Improvement Authority's Development and Tax Increment Financing Plan

5. APPROVAL OF REGULAR AGENDA

6. PRESENTATION/PUBLIC HEARINGS-NONE

7. UNFINISHED BUSINESS-NONE

8. NEW BUSINESS

A. Consideration to Approve State Trunkline Maintenance Contract

B. Board and Committee Appointments

9. COUNCIL COMMENT

10.ADJOURNMENT



Special City Council Meeting
7:00 PM, MONDAY, JUNE 23, 2014
Conference Room A
Farmington City Hall
23600 Liberty St
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A Special meeting of the Farmington City Council was held on June 23, 2014, in Conference Room A, Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

1. ROLL CALL

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

City Administration Present

- Director Christiansen
- City Clerk Halberstadt
- Attorney Kudla
- City Manager Pastue

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

No public comment was heard.

4. CONSIDERATION TO RATIFY TWO-YEAR COLLECTIVE BARGAINING AGREEMENT WITH FARMINGTON TPOAM PUBLIC WORKS UNIT

Motion to ratify a two-year collective bargaining agreement with Farmington TPOAM Public Works Unit. [SEE ATTACHED AGREEMENT]

Minutes Acceptance: Minutes of Jun 23, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

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

Pastue indicated the Public Works employees ratified their collective bargaining agreement with three changes from the previously presented document: 1) wages for first year laborers lowered from \$18.00 to \$16.00/hour; 2) establishing a maximum amount of out-of-pocket expenses for health coverage; and 3) third one dealing with the Retiree Health Savings Plan.

Motion to ratify a two-year (July 1, 2014 thru June 30, 2016) collective bargaining agreement with the TPOAM Public Works Unit. [SEE ATTACHED AGREEMENT]

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

Galvin qualified his vote by indicating despite his dissatisfaction with the insurance component, the value for moving forward for the Union and the City outweighed it and therefore he voted in approval.

5. DISCUSSION - GRAND RIVER-HALSTEAD SHOPPING PLAZA, PROPOSED LOT SPLIT AND PLANNED UNIT DEVELOPMENT ALTERNATIVES

Pastue discussed the Commercial Rehabilitation District Policy adopted last year which is pertinent to the discussion on this proposed lot split.

Christiansen indicated City Administration received an application from the property owners of the Grand River-Halstead Plaza to split the existing developed commercial parcel into four separate sites. The property is Zoned C-3, and the applicant is Lonnie Zimmerman on behalf of Tom Duke. Christiansen went over the details of the proposed lot split with a Power Point presentation. He stated the applicant is in the process of trying to acquire the abandoned Shell Gas Station site and make it part of this project.

Pastue advised Suburban Collection may be interested in the back eight acres of the property.

Christiansen discussed his concerns with some of the potential uses for the site, including car carriers dropping off cars, the feasibility of turning into the property, and residential properties at the rear being affected by the increased usage.

Pastue advised the proposed lot split meets statutory requirements.

Schneemann pointed out nonconformance is being created if the buildings on the

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site remain given the proposed property line goes through a building.

Christiansen advised those buildings will eventually be torn down. He indicated that could be a condition for approval of the proposed lot split.

McShane stated her concerns regarding the proposed lot split and its impact on neighboring properties, egress and ingress into the property, and the future success or failure of businesses.

Cowley addressed traffic conditions and the problems that may be created with the lot split.

Christiansen indicated that conditions could be applied to the approval, such as razing of the structures thereby not creating a deficiency in setback, etc.

Christiansen expounded on the benefits of the lot split and stated that the property owner is requesting this split for the purpose of selling and developing this property.

Pastue indicated that this could be a Planned Unit Development (PUD) which allows Council to clearly identify everything necessary for site development.

Christiansen pointed out the lot split is currently the only request on the table.

Discussion followed regarding the future of the tile shop and adequacy of parking.

Pastue stated if the development becomes a PUD, a site plan will be provided, and access issues clearly shown.

Christiansen indicated the 14-acre parcel currently has one owner and the tile shop is utilizing parking for the whole center.

Christiansen advised the City does not currently have a land division ordinance, therefore they must abide by Michigan statute. He reviewed items that would be addressed under a PUD.

Pastue stated that any development on this parcel is subject to Special Land Use and a Public Hearing process. He also indicated that that intersection will always be challenged until the bridge is widened.

Galvin stated that a few years ago a Commercial Rehabilitation District was created on that property which provided the opportunity to freeze property taxes up to ten years. He wondered if anyone is seeking property tax relief on that parcel.

Pastue gave an overview of the night's discussion on this topic, the conditions that may be imposed, easements that must be in place, and moving this process to a PUD.

Christiansen advised a review of this proposal should include: a traffic study, impact on the surrounding neighborhood, and parking issues.

Pastue stated he would like this item to come back before Council after Planning Commission approval and further discussion was held.

Galvin noted a significant amount of time was spent on this agenda item, but was warranted given it is one of the largest redevelopment projects the city has seen in the last couple of decades.

6. DISCUSSION - FLANDERS RESIDENTIAL PLANNED UNIT DEVELOPMENT PROPOSALS

Pastue stated this agenda item had a preliminary review and is scheduled for a Public Hearing on July 14, 2014. He would like to have a consensus on the site plan as well as a review of the PUD.

Christiansen reviewed the proposed plans with Council. He advised The Windmill Group has been awarded the development of the site and is moving forward with development plans. He indicated they have had a pre-application conference with the Planning Commission. The next step will be a public hearing, preliminary plan and PUD Agreement. He stated the redevelopment of the 10-acre property includes residential, single family detached homes and a neighborhood park.

He stated the developers are seeking to maintain the existing vegetation along the rear lot lines. He also indicated they will be utilizing the playground equipment currently on the site. He detailed the walkway intended for the park area and stated the developers are going to dedicate the site to the City.

Schneemann expressed support for the plan, but inquired if there are other landlocked parks exclusive to neighborhoods that are maintained by the City. Pastue responded no and further discussion was held.

Galvin inquired regarding the ownership of the deed to the park property. Kudla responded it would be deeded to the City upon completion of the project.

Kudla briefly described the PUD Agreement for Council.

Schneemann raised the topic of the front yard setbacks of the homes and discussion followed.

Galvin commented that this is probably the largest single family project in the past 30 years in Farmington. He asked about the timeline of the project. He requested City Administration caution the crews on the project about the respectful use of Flanders Street during construction.

7. DISCUSSION - OLD COURTHOUSE PLANNED UNIT DEVELOPMENT PROPOSALS

Pastue requested Christiansen review the site plan elevation and floor plan for the proposed development.

Christiansen stated they have been working with Balfour Senior Housing on developing this property as an assisted living and memory care facility. He

indicated Phase I and II environmental studies were done. A pre-application review with the Planning Commission has been completed and a public hearing has been scheduled on July 14th.

Scott questioned the location of the two-story part of the building near adjoining residential properties.

Cowley questioned whether the parking was adequate. Christiansen responded the developer assured him the number of parking spaces to employee ratio was typical for their senior housing units.

Pastue noted a back-up generator will be required for the facility.

Cowley asked regarding patient/staff ratio and whether skilled professionals would be on site for each shift.

Schneemann commented on the proposed road on the west side of the facility and possible impact on nearby residential properties.

Pastue stated City Planners, Langworthy, Strader, Leblanc, Assoc., will be doing the analysis for the Planning Commission.

Scott addressed landscape issues and the walkability for residents.

Cowley talked about the activity of vehicles/ambulances/transportation coming and going on site.

Scott also raised the possibility of making the road on the west side of the project a one-way street.

Pastue stated this proposed development will be on the July 14th Planning Commission agenda which will also include a public hearing.

8. DISCUSSION - FARMINGTON ROAD DESIGN

Pastue provided an update to Council on the Farmington Road project which is scheduled to begin in 2015. He stated MDOT will be doing the project, but the design work will be done by the City.

Schneemann stated this project is a continuation of the streetscape work completed on Grand River. One of the goals is to make Farmington Road pedestrian friendly. He provided further detail on the Farmington Road project.

Further discussion was held on the budget for this agenda item.

Scott stated he would like to see MDOT's timeline for this project.

9. COUNCIL COMMENT

Scott stated the Flanders project looks promising and was very pleased with its concept. He noted how this project will benefit the City.

Christiansen stated appreciation for the opportunity to present these projects to Council at the meeting tonight.

Cowley expressed concern regarding the proposed memory care facility and the added burden to the Public Safety Department.

10.ADJOURNMENT

1. Motion to adjourn the meeting.

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

The meeting adjourned at 9:55 PM.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Jun 23, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)



**Regular City Council Meeting
7:00 PM, MONDAY, JULY 21, 2014
City Council Chambers
23600 Liberty Street
Farmington, MI 48335**

DRAFT

REGULAR MEETING MINUTES

A Regular meeting of the Farmington City Council was held on July 21, 2014, in City Council Chambers, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

1. CALL TO ORDER

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

City Administration Present

- Director Christiansen
- City Clerk Halberstadt
- City Manager Pastue
- Director Schulz

2. PLEDGE OF ALLEGIANCE

Miss Oakland County and Miss Teen Oakland County, Mackenzie Stom and Kristin Penrose respectively, led the Pledge of Allegiance.

3. PUBLIC COMMENT

Buzz Holzknecht, 24172 Elizabeth Court, was present to express his concerns regarding the proposed senior living development planned for the old courthouse property adjacent to his home. He does not have a problem with the proposed facility, but has a few issues related to the project. He would like Council members to visit the property in order to understand his concerns.

Holzknecht stated the planned road on the west side of the property is not necessary and would be too close to the residential area. He suggested noise would be a factor plus drainage with rain or snow. He noted the proposed 6' Arborvitae barrier would be inadequate in providing privacy. He requested leaving the current green barrier.

Holzknecht suggested the planned development would decrease surrounding

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property values. He did not believe the sewerage system is adequate to support this additional use. He questioned the lighting and its intrusion on the surrounding neighborhood.

Holzknacht stated the two-story building should be located on the east side to maintain the privacy of the neighbors on the west side. He expressed concern regarding the increased traffic that would result from the development.

In conclusion, Holzknacht expressed concern regarding the possible untidiness of the dumpsters and visitor parking issues.

Pastue advised the architect for the development and Director Christiansen are addressing many of these concerns.

4. APPROVAL OF ITEMS ON CONSENT AGENDA

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

- A. Minutes of the City Council - Special Study Session - Jun 2, 2014 6:00 PM**
- B. Minutes of the City Council - Special Study Session - Jun 16, 2014 6:00 PM**
- C. Minutes of the City Council - Regular - Jun 16, 2014 7:00 PM**
- D. Minutes of the City Council - Special - Jul 9, 2014 6:00 PM**
- E. Farmington Monthly Payments Report, June 2014**
- F. Farmington Public Safety Monthly Report, June 2014**
- G. Consideration to Participate in the Election of the Governing Board of the MML Workers' Compensation Fund**
- H. Consideration to Approve Eight Mile Boulevard Association Annual Membership**
- I. Consideration to Accept and File the Financial Reports for the City of Farmington Brownfield Redevelopment Authority for the TCF Project**
- J. Special Event Request - Susan G. Komen Michigan 3-Day Cancer Walk**
- K. Special Event Request - LifeTime Fitness, Inc./Commitment Day 5K**

5. APPROVAL OF REGULAR AGENDA

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

6. PRESENTATION/PUBLIC HEARINGS

A. Miss Oakland County and Miss Oakland County Outstanding Teen Francesca Tuzzolino

Miss Oakland County, Mackenzie Strom, spoke about her platform, "recycling" and Miss Oakland County Outstanding Teen, Kristin Penrose, discussed her platform "Reach out and Read".

B. Special Event Request Bark in the Park

Vera Lucksted, 33995 Glenview, spoke about her proposal for a "Bark in the Park" event in Riley Park.

Responding to a question from Cowley, Lucksted stated they have one food vendor so far, Main Squeeze, a regular at the Farmers Market.

Cowley expressed concern regarding the use of food trucks and taking away business from the local restaurants.

Lucksted noted food trucks have not been discussed as part of the event.

Sal Palland, owner of Off The Beaten Path bookstore, was also present to discuss the event. She will be responsible for food and concessions and noted they will team up with Sunflour Bakehaus in providing some of the food for the event. She advised they are making every effort to not take anything away from local restaurants.

Schneemann expressed support for unique activities in the downtown, however, his concern was regarding the new sod that will be put down in Riley Park. He would be more comfortable if the event was limited to the hardscape of the park.

McShane stated it sounds like a wonderful event. She asked about related activities such as competitions, costumes, etc. She would like to see a vendor that provides the boxes with the doggie bags for clean-up. She wished them much success with their event, but asked them to be flexible in terms of location, etc.

Lucksted requested the city block off the parking lot south of the pavilion if they are not allowed to use the greenscape north of the pavilion.

Galvin concurred with Schneemann regarding possible damage to the new sod as a result of the event. He asked about enforcement if dogs got loose and who

would be patrolling the event. He asked if the proponents would be open to holding the event at Shiawassee Park or an area next to Orchard Street.

Lucksted noted there is no access to water or coverage from sun on Orchard Street; and Shiawassee Park has a parking issue.

Pastue advised the city will work with Vera in finding an alternate location.

McShane stated she would love to see the event in the downtown. She noted there have been a number of events in the downtown where dogs were allowed.

Palland advised they may ask a rescue group to monitor the park.

Schneemann would also love to see it in the downtown. He asked if the Downtown Development Authority is in support of the event.

Lucksted responded yes.

Scott also expressed support for the event in the downtown. He would like local merchants to embrace these events.

Motion to approve an outdoor special event request to hold a "Bark in the Park" event on Sunday, August 17, 2014, 12:00 - 3:00 p.m., at the Riley Park Pavilion, except for the area where sod has been laid.

RESULT:	APPROVED [3 TO 2]
MOVER:	JoAnne McShane, Councilmember
SECONDER:	Jeff Scott, Councilmember
AYES:	JoAnne McShane, Steve Schneemann, Jeff Scott
NAYS:	Greg Cowley, William Galvin

C. Special Event Request for the Haitian Art and Craft Festival

City Administration advised a special event request was received from Shirley Alce-Konate, President of the Haitian Network Group of Detroit, to hold an Haitian Art and Craft Festival in the downtown.

Alce-Konate was present along Margareth Corkery and Marie Nelson, members of the Haitian Network Group of Detroit.

Alce-Konate spoke about the purpose of her organization. She stated they would like to hold an arts and craft festival in downtown Farmington next year introducing Haitian art to the community. There will be vendors from Haiti including those who will showcase Haitian food.

Nelson noted this will be an opportunity to showcase Farmington as a diverse community. She stated there is a strong Haitian presence in here. She advised the event will be family oriented.

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Schneeman asked if there have been other 2-day events held in the community not sponsored by the city.

Schulz responded the 2-day cancer walk is held in Shiawassee Park.

Responding to a question from Schneemann, Alce-Konate stated they are requesting approval of this 2015 event early in order to have sufficient time to seek grant funding and allow those travelling from Haiti sufficient time to make necessary travel arrangements.

Responding to an additional question from Schneemann, Nelson stated this will be the first Haitian festival held in Southeast Michigan.

Schneemann stated his support for this type of unique event in the downtown.

Responding to a question from McShane, Alce-Konate confirmed there will be live music.

McShane asked about the ending time for the festival.

Pastue stated the city would like to see these types of events end around 10:00 PM if possible.

Responding to an additional question from McShane, Nelson stated they think they will draw at least 150 or more people each day.

McShane expressed concern regarding the adequacy of the facilities to support such a large event. She also asked about security.

Nelson responded they do not believe security will be needed based on past experience. She noted attendees will not stay the entire day; they will come and go.

Discussion followed regarding the kinds of vendors that will participate in the festival.

Scott asked about serving alcohol at the event.

Alce-Konate stated their first priority is to showcase the art. They may look into serving alcohol.

Scott expressed concern regarding the ending time of the festival.

Responding to a concern expressed by Scott, Pastue stated the proponents will need to return to the City with a plan layout and number of vendors. He advised there are still a number of details that will need to be addressed.

Alce-Konate stated they are flexible regarding the time of the festival and will work with the city.

Cowley expressed concern regarding the potential size of the festival. He stated any event over 300-400 people requires some type of security. He also cautioned against cooking on site.

Galvin expressed support for the event and is looking forward to attending it.

Schneemann requested that the proponents return to Council in the Spring. He requested modifying the motion to approve the *concept* of the event and request a detailed plan be presented in the Spring 2015. He suggested they reach out to the Downtown Development Authority for further assistance.

McShane suggested they reach out to the Arts Commission and the Multi-Cultural Multi-Racial Committee for assistance.

Motion to approve in concept a special event request to hold an Haitian Art and Craft Festival in Riley Park/Sundquist Pavilion on Saturday, July 11, 2015, from 5:00 p.m. to 10:00 p.m., and Sunday, July 12, 2015, from 10:00 a.m. to 10:00 p.m., with the provision the organizers return to Council in early Spring 2015 with greater detail regarding the event.

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

7. UNFINISHED BUSINESS

A. Consideration of Resolution to Approve Lot Split for Grand River-Halstead Plaza

Pastue discussed the proposed resolution requesting approval of a lot split.

McShane expressed support for the request recognizing it meets all legal requirements.

Scott expressed support for the configuration of the lot split also noting it meets all statutory requirements. He stressed his approval of the lot split does not mean support for the proposed use to the south. He needs to see a lot more detail regarding the use.

Cowley concurred with Scott, in that he has no issues with the lot split, but questions the proposed use of the property to the south.

Schneemann stated the configuration of the lot split makes sense. He confirmed the lot split would only occur after buildings have been demolished given some of the lot lines go through existing buildings. He would prefer another use on the former K-Mart site.

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Galvin stated the lot split will help facilitate the development of that property. He noted the odd size of the property has been a barrier to development. He advised land use and site plans will be presented at a later date.

At Mayor Galvin's request, Pastue discussed the plans and process going forward for the property.

Motion to adopt a resolution approving a lot split for Grand River-Halsted Plaza subject to the conditions contained in the resolution. [SEE ATTACHED RESOLUTION NO. 07-14-020].

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

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

8. NEW BUSINESS

A. Consideration to Approve Change Order #6 and Release of Retainage for 2013 Streetscape Project

Pastue noted Change Order No. 6 related to the 2013 Streetscape Project was discussed with Council at previous special meetings and that an explanation of the change order was provided by Orchard Hiltz and McCliment (OHM).

Move to approve Change Order No. 6 in the amount of \$52,986.21 and the release of \$35,000 in retainage to Warren Contractors for work completed on the 2013 Streetscape Project.

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

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

B. Consideration to Adopt Resolution to Establish Complete Streets Advisory Committee and Authorize Issuance of Request for Proposals for Complete Streets Mobility Plan

Minutes Acceptance: Minutes of Jul 21, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

Pastue requested Council consideration to adopt a resolution to establish a Complete Streets Advisory Committee and authorize issuance of a Request for Proposal (RFP) for a Complete Streets Mobility Plan.

Responding to a question from Schneemann, Pastue advised he wrote the Request for Proposal based on other available models.

Schneeman anticipated Orchard Hiltz and McCliment (OHM) would be one of the interested parties and asked about the range of fees and whether OHM would be included in the RFP distribution.

Pastue responded the fees would be in the \$25K-\$30K range and confirmed they were not included in the RFP.

Pastue discussed a comprehensive approach that will be used in taking inventory of all sidewalks, bike lanes, etc. He anticipated the committee will be meeting every month over the next 5-6 months.

McShane questioned whether the city will be able to integrate the findings of the committee into the proposed projects for Farmington Road and Grand River.

Pastue stated at the end of this process there will be a fully integrated complete streets program.

Motion to adopt a resolution to establish a "Complete Streets Advisory Committee, and authorize the City Manager to issue a Request for Proposal (RFP) regarding a complete streets mobility plan. [SEE ATTACHED RESOLUTION NO. 07-14-021]

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

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

9. DEPARTMENT HEAD COMMENTS

Schulz advised the Founders Festival, from the perspective of the Public Safety Department, was a success. He state the fireworks in Shiawassee Park went off without a hitch.

Christiansen described the next steps in the Grand River-Halsted property redevelopment. He discussed the recent public hearing held for the Balfour Senior Living Development on the old courthouse property. He advised the developers for the Flanders School property are looking at alternate plans based on the geo tech report. He noted the developers are committed to the property.

Christiansen continues to work with Kimco on due diligence for the redevelopment of the Downtown Center. He advised the Grand River Corridor Improvement Authority is moving forward on an overlay district.

Christiansen announced that Farmington was recognized as "City of the Week" by WCSX (94.7) radio.

Halberstadt reminded everyone to vote in the upcoming Primary Election. She discussed the success of the Mansion activities during Founders Festival.

10. COUNCIL COMMENT

McShane noted she was a judge at the recent Miss Farmington Pageant. She stated during the interview segment contestants consistently shared that they love the sense of community here, love of the Farmers Market and Founders Festival and they hope the city works on a skate rental for the ice rink. She stated the contestants hope the city will bridge the gap between young and old.

McShane remarked on the success of the fireworks, but noted hundreds of people used a dark, unlit stairway to access the park. The city might want to address this unsafe issue.

McShane cited two areas of special event requests she would like to see addressed. The first is the need to charge a fee for using the property, especially in light of the fact that events often involve the Department of Public Safety and/or the Department of Public Works and also the wear and tear of equipment. She believes a fee should be applied to both profit and non-profit groups. Second is the need for a standard administration policy for special events. She noted oftentimes there appears to be a double standard for events, citing a couple of recent requests.

Pastue advised a set of standards for special events was one of the 2014/15 goals. He stated a policy outline will be developed for Council review.

Scott stated during the Founders Festival he heard a number of people comment on the sense of community here. He spoke about goals of various committees and the importance of meeting deadlines. He advised the projects reviewed by Christiansen require decisions that are committing Farmington for the long term.

Cowley spoke about his concern regarding outside vendors at events. He noted two of his employees were contestants in the Miss Farmington Pageant.

Galvin agreed the city needs standards for special events. He spoke about a number of events he attended during the Founders Festival.

11. CLOSED SESSION

1. Land Acquisition

2. City Manager Evaluation Follow-Up

Motion to enter closed session to discuss land acquisition and City Manager Performance Evaluation follow-up.

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

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

Council entered closed session at 9:50 PM.

3. Motion to exit closed session.

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

Council exited closed session at 9:55 PM.

12.ADJOURNMENT

1. Motion to adjourn the meeting.

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

The meeting adjourned at 9:55 PM.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Jul 21, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)



Special City Council Meeting
7:00 PM, MONDAY, JULY 28, 2014
Conference Room A
Farmington City Hall
23600 Liberty St
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A Special meeting of the Farmington City Council was held on July 28, 2014, in Conference Room A, Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

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

1. ROLL CALL

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

City Administration Present
City Clerk Halberstadt

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

No public comment was heard.

4. BOARD AND COMMISSION INTERVIEWS

The following candidates were interviewed for openings on Boards and Commissions:

- Maria Taylor - Historical Commission
- Misty Turner - GUEP
- David Richardson - GUEP
- Mary Bush - Library Board

Minutes Acceptance: Minutes of Jul 28, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

5. OTHER BUSINESS

No other business was heard.

6. COUNCIL COMMENT

No Council Comment was heard.

7. ADJOURNMENT

1. Motion to adjourn the meeting.

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

The meeting adjourned at 8:05 PM.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Jul 28, 2014 7:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)



**Special Study Session City Council Meeting
 6:00 PM, MONDAY, AUGUST 4, 2014
 Conference Room A
 Farmington City Hall
 23600 Liberty St
 Farmington, MI 48335**

DRAFT

SPECIAL STUDY SESSION MEETING MINUTES

A Special Study Session meeting of the Farmington City Council was held on August 4, 2014, in Conference Room A, Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:00 PM by Mayor William Galvin.

1. ROLL CALL

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

City Administration Present

- Superintendent Eudy (left at 6:45 p.m.)
- Director Christiansen
- City Clerk Halberstadt
- Assistant to the City Manager Knowles (arrived 6:06 p.m.)
- City Manager Pastue
- Attorney Schultz

2. APPROVAL OF AGENDA

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

3. PUBLIC COMMENT

No public comment was heard.

4. PURCHASE OF DUMP TRUCK

A. Consideration to Approve Purchase of Dump Truck

Minutes Acceptance: Minutes of Aug 4, 2014 6:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

City Administration advised the City is looking to replace a 1996 GMC 7500 Series dump truck. The cost of the new truck is \$196,891 which is approximately \$5,000 over the budget for this item. The shortfall will be made up from an unused portion of the Leaf Vacuum Trailer and resale value.

Superintendent Eudy discussed the features and capabilities of the truck.

Responding to a question from Schneemann, Eudy stated his department will still need to maintain the four dump trucks currently in use, especially for salting during the winter season. He described other uses for the dump trucks.

Discussion followed regarding the equipment replacement program.

Cowley requested placing mesh in front of the arborvitae along Grand River to protect it from the salt.

Eudy advised the new truck will limit the scattering of salt minimizing the damage to plantings.

Galvin discussed the importance of spreading out the replacement of equipment so that costs are evenly distributed year after year.

Motion to approve purchase of new dump truck for the Department of Public Works and authorize the City Manager to sign purchase orders with *Wolverine Freightliner* in the amount of \$86,187 for the chassis and *Truck and Trailer Specialties* in the amount of \$110,704 for the body assembly.

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

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

5. GEORGETOWN UNIVERSITY ENERGY PRIZE COMMITTEE APPOINTMENTS

A. Board and Committee Appointment

Motion to appoint Misty Turner and David Richardson to the Georgetown University Energy Prize Committee for three-year terms ending August 30, 2017.

Minutes Acceptance: Minutes of Aug 4, 2014 6:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

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

6. COUNCIL COMMENT

Schneemann advised the UAW has a program whereby they are offering free of charge to communities identification packets. The packets would be used by families to establish identification in case something should happen to a family member and ID is necessary. He suggested this program could be administered through the Public Safety Department.

Pastue stated this program could be implemented through Neighborhood Watch.

Scott advised against using arborvitae in the Farmington Road project if the plants will be exposed to salt.

Knowles advised as part of the Farmington Road Project the State Historic Preservation Office has recommended a reduction in plantings along Farmington Road. The combination of the proposed plantings and fencing is too much.

Cowley stated he would rather see plantings than fencing.

Cowley noted it appears the School Board is seeking a special election in May requesting approval of a \$131 million bond proposal. He expressed concern that the millage will be 50+.

McShane asked about a meeting between the City Councils and School Board. Pastue state it will likely occur in the Fall.

Galvin would like a "meet and greet" to meet the new school superintendent.

Galvin pointed out the amount of trash he has been seeing along Grand River in the right-of-way, sidewalks, etc.

7. CLOSED SESSION - REVIEW OF CITY ATTORNEY PRIVILEGED CORRESPONDENCE

A. Motion to enter closed session to review City Attorney privileged correspondence.

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

Council entered closed session at 6:43 PM.

Minutes Acceptance: Minutes of Aug 4, 2014 6:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

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

B. Motion to exit closed session.

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

Council exited closed session at 8:25 PM.

8. ADJOURNMENT

1. Motion to adjourn the meeting.

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

The meeting adjourned at 8:25 p.m.

William E. Galvin, Mayor

Susan K. Halberstadt, City Clerk

Approval Date: _____

Minutes Acceptance: Minutes of Aug 4, 2014 6:00 PM (APPROVAL OF ITEMS ON CONSENT AGENDA)

**Farmington City Council
Staff Report**

Council Meeting Date:
August 18, 2014

**Reference
Number
(ID # 1653)**

Submitted by: Vincent Pastue, City Manager

Description: Public Safety Monthly Report

Requested Action:

Approve Farmington Public Safety Monthly

Background:

See attachment

Agenda Review

Review:

Vincent Pastue Pending

City Manager Pending

City Council Pending



MONTHLY REPORT JULY 2014

DRIVING WHILE LICENSE SUSPENDED (DWLS)

On July 3rd, at approximately 1:51 a.m., a sergeant on patrol stopped a vehicle for having a defective headlight in the area of Grand River and Drake. Further investigation revealed that the driver had a suspended driver license. The man was arrested and processed at the Farmington jail. The man was released with a citation.

DRIVING WHILE LICENSE SUSPENDED (DWLS)

On July 5th an officer effected a traffic stop on a vehicle in the area of Orchard Lake and Ten Mile Road for a traffic violation. The driver was found to have a suspended license and numerous warrants out of other departments. The subject was arrested for DWLS and transported to this department. The subject was held until bond was posted later in the day.

OPERATING WHILE INTOXICATED (OWI), OPEN INTOXICANTS IN A MOTOR VEHICLE

On July 5th, at 7:43 p.m., a sergeant observed a vehicle traveling at an extremely high rate of speed on westbound Grand River approaching downtown. The sergeant measured the speed of the vehicle at 50 mph in a posted 25 mph zone. The driver did not slow down and almost struck a pedestrian cross walk sign. The sergeant pursued the vehicle, stopping same on Grand River at Oakland. The sergeant made contact with the seventy-one year old male occupant only to learn that he was intoxicated. The driver was so intoxicated that he could not complete field sobriety tests. The driver thought that he was on Woodward in Royal Oak. The driver was given a preliminary breath test with a result of .20(3). The driver was arrested for OWI. Inside the vehicle the sergeant located a glass of red wine in the center console. The driver was lodged in the Farmington jail until sober.

FIREWORKS

The night shift responded to eight fireworks complaints during the holiday weekend.

TRESPASSING

On July 6th officers were dispatched to Dollar Tree on Farmington Road near Nine Mile. A female subject had been in the store the day before and was acting "very strange." Today the subject again came into the store with a number of bags, went into the

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restroom for thirty minutes and had not come out. Upon arrival the subject was out of the bathroom. Officers made contact and advised the woman that management requested she leave the store and not return. The subject agreed to leave without incident. She was advised that if she returned, she would be charged with trespassing.

CHECK FRAUD

On July 7th, at approximately 9:34 a.m., two residents came into this police department to report that they were victims of a check fraud. The victims advised that they had given their mail to a Delta employee at the New York terminal to mail out before they left the country for a trip. Included in the mail was a check that was intended for a charity. Upon returning to their home the couple learned that the check had been cashed, but that the charity had never received the funds. The couple went to their bank and learned that someone had created a fraudulent check using the original check's information. The investigation was turned over to the Detective Bureau for further investigation.

DRIVING WHILE LICENSE SUSPENDED

On July 8th, at approximately 2:33 a.m., a sergeant on patrol stopped a vehicle on the M-5 expressway for an expired license plate. Further investigation revealed that the driver had a suspended license. The driver was arrested for driving on the suspended license and was processed at the Farmington jail.

MALICIOUS DESTRUCTION OF PROPERTY (MDOP)

On July 8th an officer was dispatched to A Place to Store Self Storage on a delayed report of a MDOP. Upon arrival a customer of the business stated he parks his business trailer in the rear open storage area. The customer stated that he has not been at the storage yard in a couple of months, but upon arriving today he noticed the lock hasp on the rear doors of his storage trailer had been damaged/pried off. The customer stated nothing was missing from the trailer and he thinks the damage may have occurred in May of this year when other trailers were broken into.

POSSESSION OF MARIJUANA

On July 8th, at approximately 9:48 p.m., a sergeant on patrol stopped to assist a motorist at Shiawassee and Glenview. Further investigation revealed that the passenger had a warrant for his arrest out of Branch County for violating his probation on an Operating While Intoxicated charge. The passenger was detained and a search of his person revealed a Marijuana cigarette on him. The man was cited for being in Possession of Marijuana. Branch County was unable to pick up the man on the warrant so he was released at the scene.

LARCENY FROM AUTOMOBILE

A Cloverdale Street resident came to this police department to report that sometime overnight from July 8th to July 9th, an unknown suspect(s) rummaged through his unlocked vehicle and stole approximately \$20 and an envelope with a check in it. There are no suspects in this matter.

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PRIVATE PROPERTY ACCIDENT

On July 9th, at 7:41 p.m., officers were dispatched to Drakeshire Apartments for a rollover accident. Upon arrival officers located the vehicle on its side and the driver had climbed out and was uninjured. The driver stated she made a right turn and accidentally struck a large boulder which caused her vehicle to turn onto its side. The vehicle was flipped back over by the tow company and impounded.

LIQUOR AND CIGARETTE COMPLIANCE

On the evening of July 9th, Special Operations personnel, along with two underage decoys, completed a compliance operation at all businesses that sell cigarettes and liquor within the city. At the completion of the operation, only one business sold cigarettes to a decoy.

FRAUDULENT CHECK

On July 10th an officer responded to the Village Animal Clinic for the report of a returned check. An employee advised that a new customer had brought in her Labrador for surgery on July 1st and paid for the service with a check for \$1698.35. A few days later the business received a fax from Chase bank advising 'Unable to Locate Account'. The suspect was scheduled to return on July 11th for a follow-up visit. The Detective Bureau was notified to try to make contact with her that date.

PRIVATE PROPERTY DAMAGE ACCIDENT

On July 10th, at 1:36 p.m., an officer responded to the parking lot of CVS for the report of an elderly driver who had backed his car into the building. There were no injuries as result of this crash.

DRIVING WHILE LICENSE SUSPENDED (DWLS)

On July 10th, at 7:42 p.m., an officer stopped a vehicle near Grand River and Brookdale because the registered owner of the vehicle had a suspended driver's license and warrants for her arrest. The female driver matched the description of the registered vehicle owner. The driver was arrested for DWLS and she was transported back to the station where she was processed and housed awaiting bond/arraignment.

OPERATING WHILE INTOXICATED (OWI)

On July 11th, at 3:04 a.m., an officer stopped a vehicle at Grand River and Brookdale for swerving in and out of its lane. Upon speaking to the driver, the officer smelled the odor of alcohol and asked the driver how much he had to drink. The driver admitted to drinking four or five beers. The driver submitted to and failed roadside field sobriety tests along with a preliminary breath test (.106). The driver was arrested and transported back to the station. At the station, the driver submitted to a breath test with a result of .12 and .13. The driver was housed awaiting bond and sobriety.

DRIVING WHILE LICENSE SUSPENDED (DWLS)

On July 11th an officer on patrol stopped a vehicle for an expired license plate. Upon making contact with the driver, it was found that she did not have a valid driver's

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license. The driver was arrested for DWLS and transported to the station where she was processed and released on citation to appear at the 47th District Court.

DRIVING WHILE LICENSE SUSPENDED (DWLS)/ WARRANTS OTHER DEPARTMENT

On July 11th an officer on patrol stopped a vehicle for a traffic violation. Upon making contact with the driver, it was found that she did not have a valid driver's license and had several outstanding warrants out of other departments. The driver was arrested for DWLS and the outstanding warrants and was transported to the station where she was processed and held pending her posting of bond.

DRIVING WHILE LICENSE SUSPENDED (DWLS)

On July 11th an officer on patrol stopped a vehicle for a traffic violation. Upon making contact with the driver it was found that he did not have a valid driver's license. The driver was arrested for DWLS and transported to the station where he was processed and released on citation to appear at the 47th District Court.

WARRANT ARREST

On July 11th, at approximately 7:45 p.m., an officer on patrol stopped a vehicle in the area of Freedom and Drake Road for an expired license plate. Further investigation revealed that the driver had a warrant for his arrest out of the city of Dearborn. Dearborn was unable to pick up the driver on the warrant so he was released at the scene.

WARRANT ARREST

On July 11th, at approximately 10:42 p.m., a sergeant on patrol stopped a vehicle in the area of Grand River and Power Road for having a defective headlight. Further investigation revealed that the passenger had a civil warrant for her arrest out of West Bloomfield for failing to pay a citation. West Bloomfield was unable to pick up the passenger so she was released and advised to take care of her warrant.

WELFARE CHECK

On July 12th, at approximately 3:13 a.m., a sergeant on patrol observed an obviously mentally incapacitated man walking in the area of Grand River and Lilac. The sergeant learned from the man that he had left his home in the area of Fenkel and Telegraph two days earlier and could not find his way home. Officers contacted the man's mother who advised that she had been looking for her son since he had left. The mother came to the public safety department and picked up her son.

HOUSE FIRE

On July 12th officers were dispatched to the 22700 block of Maple Street on a report of a house fire. Upon arrival, responding officers found the rear enclosed patio was fully involved in fire. Department personnel were able to contain the fire to the enclosed patio with minimal fire damage to the residence.

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MALICIOUS DESTRUCTION OF PROPERTY (MDOP)

On July 12th a motorist came into the front desk to report a MDOP that occurred to his vehicle while he was driving in the area of Freedom and Halsted Road. The motorist stated he had been involved in a "road rage" incident in the area of westbound Freedom near Farmington Road with a vehicle that was following him closely and attempting to pass him. The motorist stated that as the vehicle attempted to pass him several time, he sped up due to fearing what the other driver was trying to do. The motorist stated as he approached Halsted Road at Freedom, a passenger in the other vehicle threw a glass bottle at the side of his car putting a dent in it. The driver was able to get the license plate of the other vehicle and provided it to this department. The case was forwarded to the Detective Bureau for follow up with the other driver.

SUSPICIOUS PERSON

On July 12th, at approximately 7:05 p.m., a sergeant on patrol was flagged down by a teenage female in the area of Grand River and Hawthorne. The teen advised that a man had approached her at the A&W Restaurant and offered to sell her morphine. The teen refused and the man left the area, walking west on Grand River Avenue. After a half hour of searching the area, the sergeant located the man walking. The man denied offering to sell morphine to the teen, advising that he had recently been released from prison for dealing drugs and wouldn't risk going back to jail. The man agreed to be searched by the sergeant and no drugs were found. The man was released at the scene.

DRIVING WHILE LICENSE SUSPENDED (DWLS)

On July 12th, at approximately 8:33 p.m., a sergeant on patrol stopped a vehicle in the area of Grand River and Gill for a traffic violation. Further investigation revealed that the driver had a suspended driver's license and that the passenger had a warrant for his arrest out of the city of Farmington Hills. The driver was arrested for driving on the suspended license and the passenger was turned over to Farmington Hills on the warrant. The driver was processed at the Farmington jail and was released with a citation.

WARRANT ARREST OTHER JURISDICTION

On July 13th, at approximately 12:12 a.m., a sergeant on patrol stopped a vehicle for speeding on Drake Road. Further investigation revealed that the man had a warrant for his arrest for Resisting and Obstructing out of Novi. The man was arrested on the warrant and was turned over to the Novi police.

MINOR HAVING CONSUMED INTOXICANTS

On July 13th, at approximately 4:30 a.m., a commander performing a subdivision check in the Farmington Meadows subdivision, observed a vehicle parked and occupied at Flander's Park. The commander investigated and learned that the sole occupant of the vehicle was in the park looking for his lost cell phone. The eighteen year old man exhibited signs of intoxication and submitted to a preliminary breath test. The man's BAC was a .11. The man was cited for being a minor in possession of

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alcohol/consumption. The commander helped the man find his cell phone and drove him home to his parent's house on Chestnut.

DRIVING WHILE LICENSE SUSPENDED (DWLS)

On July 13th, at approximately 11:14 p.m., an officer on patrol stopped a vehicle for speeding on Drake Road. Further investigation revealed that the driver had a suspended license and several warrants for her arrest out of other jurisdictions. The woman was arrested for Driving While License Suspended and was housed at the Farmington jail.

DRIVING WHILE LICENSE SUSPENDED (DWLS)/CARRYING A CONCEALED WEAPON

On July 14th, at 11:27 p.m., an officer was behind a vehicle on Drake Road at Grand River. A subsequent check of the license plate revealed that the registered owner of the vehicle had a suspended license and warrants out for her arrest. The officer stopped the car and learned that the driver was the registered owner. The driver was arrested and seated in the officer's patrol car. During an inventory search of the vehicle, the officer located an illegal stun gun in the glove box. The driver was charged with DWLS and Possession of Stun Gun. The driver was held in the Farmington jail until she could be arraigned.

ASSIST OTHER POLICE DEPARTMENT

On July 16th Farmington Hills police were dispatched to McDonald's at Orchard Lake near Ten Mile Road on a hold up alarm. An officer in the area assisted with backing up first arriving Farmington Hills police unit until another unit arrived. Upon arrival it was found to be an accidental activation by an employee and all units cleared.

DRIVING WHILE LICENSE SUSPENDED

On July 16th, at approximately 8:39 p.m., a sergeant on patrol stopped a vehicle in the area of Grand River and Drakeshire Lane for an equipment violation. Further investigation revealed that the driver had a suspended license and a warrant for her arrest out of the City of Northville. The driver was arrested and housed at the Farmington jail.

FELONY WARRANT ARREST OTHER DEPARTMENT

On July 17th an officer on patrol stopped a commercial truck for motor-carrier violations. Upon further investigation it was found that the driver of the truck had an outstanding felony warrant out of Oakland County for drug violations. The driver was arrested and transported to the station where he was held for Oakland County sheriff's to pick him up.

VIOLATION OF TEMPORATRY INSTRUCTION PERMIT

On July 17th an officer on patrol came upon an accident at Grand River and Shiawassee. Upon further investigation it was found that the driver, whom was at fault in the accident, was operating on a Temporary Instruction Permit (TIP) and her passenger in the vehicle had a suspended driver's license. The driver was issued a

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citation for Violation of Instruction Permit. The vehicle was impounded due to no licensed driver being in the vehicle.

DRIVING WHILE LICENSE SUSPENDED (DWLS)

On July 17th, at approximately 11:14 p.m., a sergeant on patrol stopped a vehicle in the area of Grand River Avenue and Brittany Hill for failing to dim bright lights for oncoming traffic. Further investigation revealed that the driver had a suspended driver's license. The driver was arrested for DWLS and was processed at the Farmington jail.

DRIVING WHILE LICENSE SUSPENDED (DWLS)

On July 18th, at approximately 12:52 a.m., an officer on patrol stopped a vehicle in the area of Grand River and Power Road for following a motorcycle too closely. Further investigation revealed that the driver had a suspended driver license and the passenger had a warrant for his arrest out of the Michigan State Police (MSP). The driver was arrested for DWLS and was processed at the Farmington jail. MSP was unable to pick up the passenger on the warrant so he was advised and released of the warrant.

OPERATING WHILE INTOXICATED (OWI)

On July 18th, at approximately 1:32 a.m., a sergeant on patrol stopped a vehicle in the area of Freedom and Farmington Road for driving with a defective headlight. The sergeant noted that the driver exhibited signs of intoxication and learned that the man had been drinking beer. The man failed several sobriety exams and was arrested for OWI. The man submitted to a Datamaster breath test with a result of a .14 BAC. The man had recently been arrested in June for the same offense in Westland. The man was housed at the Farmington jail.

OPERATING WHILE INTOXICATED (OWI)

On July 19th, at 1:45 a.m., a commander and officer were teamed up patrolling downtown after the Farmington Founders Festival. The two officers observed a male walking southbound from behind the Grand River and Warner area. The officers noted that the subject appeared to be intoxicated. The officers lost track of the subject but shortly thereafter, noticed a vehicle on northbound Grove approaching Grand River. A commander walked over to the vehicle and noted that it was the same subject who had been stumbling earlier. The commander asked the subject to roll down his window. The commander noted the odor of intoxicants on the driver and asked him to step from the vehicle. The driver was given field sobriety tests, which he failed. The driver refused to take a preliminary breath test and was arrested for OWI. At the station, the driver took the Datamaster and tested at a .10. The driver was held in the Farmington jail until he sober and bond posted.

LARCENY

On July 19th a subject reported that his Schwinn mountain bike, which was blue and grey, had been taken from the side of Cedars restaurant. The subject had left the bike unlocked and it was taken sometime between 9:00 a.m. and 5:50 p.m.

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OPERATING WHILE INTOXICATED (OWI)

On July 20th, at 1:28 a.m., an officer stopped a vehicle on Shiawassee and Hillcrest for driving without headlights on. The driver had the odor of intoxicants on her breath and stated that she had been drinking at a bar downtown. The driver failed subsequent sobriety tests. The driver was given a preliminary breath test with a result of .14. The driver was arrested for OWI and lodged in the Farmington jail until she could post bond and was she was sober.

LARCENY FROM AUTOMOBILE (LFA)

On July 21st a resident of the 24100 block of Elizabeth Court reported an attempt LFA from her vehicle which was parked in her driveway. Upon arrival the resident stated that between 8:00 a.m. and 12:00 p.m. someone entered her vehicle and attempted to remove the overhead entertainment unit from the ceiling of the vehicle. Upon further inspection it was found that a laptop computer and briefcase were missing from the backseat area of the vehicle. No suspect(s) were scene in the area.

LARCENY IN A BUILDING (LIB)

On July 21st a resident of Jamestown Apartments came to the front desk of the station to file a delayed LIB report. The resident stated that on July 18th Jamestown management had scheduled to have a pest control company fumigate the building for pests. The resident stated he left his apartment that day as requested by management and when he returned that night, he noticed several prescription medications such as Morphine and Dilaudid missing from the kitchen area. No suspects were identified at this time.

MALICIOUS DESTRUCTION OF PROPERTY (MDOP)

On July 21st officers were dispatched to the 35600 block of Briar Ridge Lane on a report of a homeowner whom had damaged a Bright House Network cable pod and wires. Upon arrival, Bright House service employees stated they installed a new cable service pod for service to a residence. Bright House reported a service interruption and upon further investigation, the service techs noticed that the pod and wires were damaged/removed. The homeowner in which the cable pod was adjacent to his property line was contacted and admitted to damaging/removing the cables and pod due to not liking the visual aesthetics of them. The homeowner was issued a citation for MDOP and advised not to tamper with the cable service. The homeowner had a history of doing the same thing in 2002 but at the time, Time Warner Cable did not wish to prosecute.

DRUNK AND DISORDERLY

On July 23rd, at 8:03 p.m., officers were dispatched to the area of Whittaker and Longacre for a solicitor. Upon arrival officers made contact with the male subject who admitted to selling magazines. While talking with the subject, officers could smelled alcohol coming from him. The subject became upset and started yelling profanities at the officers as residents were walking by. The subject was placed under arrest and transported to the station. At the station the subject took a PBT with a result of .21. He was housed until sober/bond.

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LARCENY FROM BUILDING

On July 24th, at 6:21 p.m., an officer took a report at the front desk reference a stolen cellphone from TJ Maxx. The reporting party stated that she tried on a pair of shoes and set her cellphone down. A short time later when she returned, the phone was gone. Attempts were made to locate the phone but it had already been turned off. The report was forwarded to the Detective Bureau for follow up.

DRUNK AND DISORDERLY

On July 24th, at 9:15 p.m., officers were dispatched to Hayden Street for a welfare check. Upon arrival officers located a male subject passed out under a tree in someone's front yard. The subject was dirty and had a cut on his head. He was unable to complete sentences or walk on his own. The subject was placed under arrest and transported to the station. He was housed until sober and bond was posted. Further investigation revealed that the subject resided on Hayden Street and had gotten into a fight with his girlfriend over his drinking and left the residence.

SOLICITING WITHOUT A PERMIT

On July 25th officers were dispatched to the 31600 block of Lamar Street on a report of two males soliciting. Upon arrival the males were located and stated they were signing up new customers for Kirby vacuum cleaners. The males stated they worked for Rhino Associates Inc./Kirby out of Wayne, Michigan. The males stated they did not have a permit to solicit out of the City of Farmington and were subsequently issued misdemeanor citations for Soliciting Without a Permit.

OPERATING WHILE INTOXICATED (OWI)

On July 25th officers were dispatched to the area of Farmington Road and Eight Mile on a report of a vehicle crash. Officers met with Livonia police who had also responded to the accident. The at fault driver in the crash had been drinking alcohol and failed field sobriety tests. The driver was given a PBT which showed a result of .14. The driver was arrested for OWI and the vehicle was impounded. The driver had a language barrier therefore a blood draw was conducted at the station with Community EMS. The driver received a citation for OWI and was housed until sober.

OPERATING WHILE INTOXICATED (OWI)

On July 27th an officer conducted a traffic stop with a vehicle on Grand River and Halsted for improper lane use/improper turn. The driver was lost. The driver was en-route to the Red Roof Inn from Hooters in Novi. The officer detected an odor of intoxicants coming from the vehicle. The driver admitted to consuming alcohol at Hooters. The driver failed field sobriety tests with a PBT of .10(6). The driver was arrested for OWI and the vehicle was impounded. The driver submitted to a breath test at the station with a result of .11. The driver received a citation for OWI and was housed until sober.

WIRES DOWN

On July 27th officers were dispatched to the 33500 block of State Street on a report of

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electrical wires down. Upon arrival officers found a tree limb had fallen on electrical wires and caused the electrical drop to pull away from a residence and the wires to fall across State Street. Detroit Edison was contacted and responded to the scene and restored power to the residence.

CO2 DETECTOR ALARM

On July 27th officers were dispatched to the 31900 block of Lamar Street on a report of a CO2 detector going off at a residence. Upon arrival officers checked the residence with a 4-gas monitor and found no signs of any harmful gasses. Upon further investigation of the CO2 detector at the residence, it was found to be outside of the service life and appeared to have malfunctioned. The homeowner was advised to install a new CO2 detector.

OPERATING WHILE INTOXICATED (OWI)/OPEN INTOXICANTS IN A MOTOR VEHICLE

On July 27th an officer stopped a vehicle on Meadowlark near Farmington Road after observing it strike the curb on two occasions. The officer detected an odor of intoxicants coming from the interior of the vehicle. The twenty year old driver admitted to consuming alcohol during the evening. The driver failed field sobriety tests with a PBT of .09(1). The driver was arrested for OWI and the vehicle was impounded. The officer also confiscated an open bottle of Vodka from the vehicle. The driver submitted to a breath test at the station with a result of .09. The driver received a citation for OWI and Open Intoxicants in a Motor Vehicle. The driver was housed until sober.

NEVER ACQUIRED DRIVER'S LICENSE

On July 28th, at 11:40 p.m., an officer stopped a vehicle near Farmington Road and Flanders for an equipment violation. Further investigation revealed that the driver had never acquired a driver's license. The driver was arrested and transported to the station where she was processed and released with a violation.

SUSPICIOUS PERSON

On July 30th, at 2:00 p.m., officers responded to City Park to investigate a suspicious male who was seen talking to children near the bridge. Officers located the man and spoke with children in the area who advised that the man only asked them if they were having fun playing in the park. After speaking to the man, officers determined that he was highly intoxicated. The man was taken to Botsford Hospital for alcohol counseling upon his request.

SUSPICIOUS PERSON

On July 30th, at 4:50 p.m., a fifteen year old Alta Loma Street resident came to the station with her mother to report an encounter she had with a suspicious person outside of the Chase Bank (downtown Farmington) on July 30th at approximately 1:00 p.m. She reported that she was riding her bike home when she was confronted by a man who stopped her and asked if she would help him cash a check. In exchange for her help, the man offered to buy her lunch. She declined his offer and continued to ride home. She described the man as a white male, approximately 35-45 years old wearing a black

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July 2014
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collared shirt, blue jeans and boots. She observed him get into a black Ford vehicle and drive behind the Chase Bank at which time she lost sight of him. A call was placed to Chase Bank corporate security to review their surveillance cameras to possibly locate the suspicious male. Efforts to locate the subject via surveillance cameras were unsuccessful.

CARBON DIOXIDE RELEASE

On July 30th, at approximately 7:23 p.m., officers and Engine 3 responded to Page's Food and Spirits for a report of a carbon dioxide leak. Upon arrival officers learned from the staff that the soda CO2 tank in the basement had begun forcefully leaking gas into the room. Staff had attempted to shut off the tank but had been overwhelmed by the gas. Officers donned SCBA and turned off the gas. Officers tested the basement air and noted that the basement only had fifteen percent oxygen in the atmosphere. Officers ventilated the basement until safe oxygen levels returned.

JUVENILE COMPLAINT

On July 30th, at approximately 8:20 p.m., officers were dispatched to the 22700 block of Floral Street for a report of juveniles playing basketball in the street and refusing to move for traffic. Upon arrival officers located the teenage males. The males and the homeowner where the basketball hoop was located were warned that failing to move for traffic will result with a citation for blocking traffic.

SUSPICIOUS CIRCUMSTANCE

On July 31st, at 9:00 a.m., officers responded to the 23700 block of Gill Road on a report of someone listening in on the homeowner's telephone calls. The resident, an elderly female, feared that someone was in her basement interfering with her phone service. Officers checked the entire home and confirmed that nobody else was inside. Officers determined the resident was having a problem with her cordless phone system.

NEIGHBOR TROUBLE

On July 31st, at 2:00 p.m., officers responded to the 22800 block of Floral on a report of teenagers playing basketball in the street and refusing to move for oncoming traffic. It was determined that the teenagers moved a portable basketball hoop to the curb of their residence so that they would have more room to play in the street. Officers ordered the teens to move the hoop back to the driveway and to stop interfering with oncoming traffic.

CITIZEN ASSIST

On July 31st, at 4:38 p.m., public safety officers responded to the 36800 block of Heatherton to assist the resident with changing out a key in her Knox Box. The Farmington Public Safety Department continues to participate in the Knox Box program for city residents. For more information about how to order a Knox Box, visit the Costick Center Senior Division or www.knoxbox.com.

Report Time: 2014 11:31:33 AM

Report CLEAR-008 Summary of Offenses

Agency: Farmington City DPS
ORI: MI6338800

Year to Date Through July

Classification	2013	2014	% Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	1	0	-100.0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	-
09004 JUSTIFIABLE HOMICIDE	0	0	-
10001 KIDNAPPING/ABDUCTION	0	0	-
10002 PARENTAL KIDNAPPING	0	0	-
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	-
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	1	-
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	-
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	-
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	-
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	-
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	1	-
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	2	0	-100.0%
12000 ROBBERY	1	1	0%
13001 NONAGGRAVATED ASSAULT	22	22	0%
13002 AGGRAVATED/FELONIOUS ASSAULT	6	3	-50.0%
13003 INTIMIDATION/STALKING	7	10	42.9%
20000 ARSON	1	0	-100.0%
21000 EXTORTION	0	0	-
22001 BURGLARY -FORCED ENTRY	14	4	-71.4%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	0	-
23001 LARCENY -POCKETPICKING	0	0	-
23002 LARCENY -PURSESNAATCHING	0	0	-
23003 LARCENY -THEFT FROM BUILDING	11	11	0%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	1	0	-100.0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	16	8	-50.0%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	2	100.0%
23007 LARCENY -OTHER	23	13	-43.5%
24001 MOTOR VEHICLE THEFT	2	3	50.0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	1	0	-100.0%
24003 MOTOR VEHICLE FRAUD	0	0	-
25000 FORGERY/COUNTERFEITING	3	2	-33.3%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	1	4	300.0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	7	3	-57.1%
26003 FRAUD -IMPERSONATION	6	12	100.0%
26004 FRAUD -WELFARE FRAUD	0	0	-
26005 FRAUD -WIRE FRAUD	0	0	-
27000 EMBEZZLEMENT	0	0	-
28000 STOLEN PROPERTY	1	2	100.0%
29000 DAMAGE TO PROPERTY	12	20	66.7%
30001 RETAIL FRAUD -MISREPRESENTATION	3	0	-100.0%

Year to Date Through July

Classification	2013	2014	% Change
30002 RETAIL FRAUD -THEFT	1	1	0%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	-
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	24	29	20.8%
35002 NARCOTIC EQUIPMENT VIOLATIONS	11	22	100.0%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	-
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	-
37000 OBSCENITY	0	0	-
39001 GAMBLING- BETTING/WAGERING	0	0	-
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	-
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	-
39004 GAMBLING -SPORTS TAMPERING	0	0	-
40001 COMMERCIALIZED SEX -PROSTITUTION	0	1	-
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTI	0	0	-
51000 BRIBERY	0	0	-
52001 WEAPONS OFFENSE- CONCEALED	4	7	75.0%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	-
52003 WEAPONS OFFENSE -OTHER	0	0	-
Total for Group A	182	182	0%
01000 SOVEREIGNTY	0	0	-
02000 MILITARY	0	0	-
03000 IMMIGRATION	0	0	-
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	-
14000 ABORTION	0	0	-
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	1	-
22004 POSSESSION OF BURGLARY TOOLS	0	0	-
26006 FRAUD -BAD CHECKS	2	2	0%
36003 PEEPING TOM	0	0	-
36004 SEX OFFENSE -OTHER	0	2	-
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	1	2	100.0%
38002 FAMILY -NONSUPPORT	0	0	-
38003 FAMILY -OTHER	0	1	-
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	-
41002 LIQUOR VIOLATIONS -OTHER	27	23	-14.8%
42000 DRUNKENNESS	0	0	-
48000 OBSTRUCTING POLICE	6	4	-33.3%
49000 ESCAPE/FLIGHT	0	0	-
50000 OBSTRUCTING JUSTICE	12	23	91.7%
53001 DISORDERLY CONDUCT	8	13	62.5%
53002 PUBLIC PEACE -OTHER	2	2	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	1	4	300.0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	45	77	71.1%

Year to Date Through July

Classification	2013	2014	% Change
55000 HEALTH AND SAFETY	4	6	50.0%
56000 CIVIL RIGHTS	0	0	-
57001 TRESPASS	5	10	100.0%
57002 INVASION OF PRIVACY -OTHER	0	0	-
58000 SMUGGLING	0	0	-
59000 ELECTION LAWS	0	0	-
60000 ANTITRUST	0	0	-
61000 TAX/REVENUE	0	0	-
62000 CONSERVATION	2	1	-50.0%
63000 VAGRANCY	0	0	-
70000 JUVENILE RUNAWAY	3	0	-100.0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	26	24	-7.7%
75000 SOLICITATION	0	0	-
77000 CONSPIRACY (ALL CRIMES)	0	0	-
Total for Group B	144	195	35.4%
2800 JUVENILE OFFENSES AND COMPLAINTS	45	28	-37.8%
2900 TRAFFIC OFFENSES	107	145	35.5%
3000 WARRANTS	130	147	13.1%
3100 TRAFFIC CRASHES	192	179	-6.8%
3200 SICK / INJURY COMPLAINT	438	516	17.8%
3300 MISCELLANEOUS COMPLAINTS	886	1000	12.9%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	-
3500 NON-CRIMINAL COMPLAINTS	1174	757	-35.5%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	-
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	228	364	59.6%
3800 ANIMAL COMPLAINTS	95	76	-20.0%
3900 ALARMS	186	180	-3.2%
Total for Group C	3481	3392	-2.6%
2700 LOCAL ORDINANCES - GENERIC	0	0	-
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	4	2	-50.0%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	4	300.0%
4200 PARKING CITATIONS	2	1	-50.0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	2	-
4400 WATERCRAFT CITATIONS	0	0	-
4500 MISCELLANEOUS A THROUGH UUUU	435	438	0.7%
4600 LIQUOR CITATIONS / SUMMONS	0	0	-
4700 COMMERCIAL VEHICLE CITATIONS	0	0	-
4800 LOCAL ORDINANCE WARNINGS	0	0	-
4900 TRAFFIC WARNINGS	0	0	-
Total for Group D	442	447	1.1%
5000 FIRE CLASSIFICATIONS	83	94	13.3%

Year to Date Through July

Classification	2013	2014	% Change
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	-
Total for Group E	83	94	13.3%
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	-
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	-
6200 ARREST ASSIST	0	0	-
6300 CANINE ACTIVITIES	0	0	-
6500 CRIME PREVENTION ACTIVITIES	0	0	-
6600 COURT / WARRANT ACTIVITIES	0	0	-
6700 INVESTIGATIVE ACTIVITIES	0	0	-
Total for Group F	0	0	-
Total for all Groups	4332	4310	-0.5%

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Report Generated by Summary of Offenses

Agency: Farmington City DPS

ORI: MI6338800

For the Month of July

Classification	Jul/2013	Jul/2014	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	-
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	-
09004 JUSTIFIABLE HOMICIDE	0	0	-
10001 KIDNAPPING/ABDUCTION	0	0	-
10002 PARENTAL KIDNAPPING	0	0	-
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	-
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	1	-
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	-
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	-
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	-
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	-
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	-
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	-
12000 ROBBERY	0	0	-
13001 NONAGGRAVATED ASSAULT	1	3	200.0%
13002 AGGRAVATED/FELONIOUS ASSAULT	0	0	-
13003 INTIMIDATION/STALKING	1	0	-100.0%
20000 ARSON	0	0	-
21000 EXTORTION	0	0	-
22001 BURGLARY -FORCED ENTRY	2	0	-100.0%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	0	-
23001 LARCENY -POCKETPICKING	0	0	-
23002 LARCENY -PURSESNAATCHING	0	0	-
23003 LARCENY -THEFT FROM BUILDING	1	3	200.0%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	-
23005 LARCENY -THEFT FROM MOTOR VEHICLE	1	2	100.0%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	0	-
23007 LARCENY -OTHER	5	1	-80.0%
24001 MOTOR VEHICLE THEFT	0	0	-
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	1	0	-100.0%
24003 MOTOR VEHICLE FRAUD	0	0	-
25000 FORGERY/COUNTERFEITING	0	0	-
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	2	-
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	1	0	-100.0%
26003 FRAUD -IMPERSONATION	0	0	-
26004 FRAUD -WELFARE FRAUD	0	0	-
26005 FRAUD -WIRE FRAUD	0	0	-
27000 EMBEZZLEMENT	0	0	-
28000 STOLEN PROPERTY	0	0	-
29000 DAMAGE TO PROPERTY	2	3	50.0%
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	-
30002 RETAIL FRAUD -THEFT	0	0	-

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Report Category: Summary of Offenses

Agency: Farmington City DPS
ORI: MI6338800

For the Month of July

Classification	Jul/2013	Jul/2014	%Change
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	-
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	3	1	-66.7%
35002 NARCOTIC EQUIPMENT VIOLATIONS	2	1	-50.0%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	-
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	-
37000 OBSCENITY	0	0	-
39001 GAMBLING- BETTING/WAGERING	0	0	-
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	-
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	-
39004 GAMBLING -SPORTS TAMPERING	0	0	-
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	-
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	-
51000 BRIBERY	0	0	-
52001 WEAPONS OFFENSE- CONCEALED	1	1	0%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	-
52003 WEAPONS OFFENSE -OTHER	0	0	-
Total for Group A	21	18	-14.3%
01000 SOVEREIGNTY	0	0	-
02000 MILITARY	0	0	-
03000 IMMIGRATION	0	0	-
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	-
14000 ABORTION	0	0	-
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	-
22004 POSSESSION OF BURGLARY TOOLS	0	0	-
26006 FRAUD -BAD CHECKS	1	1	0%
36003 PEEPING TOM	0	0	-
36004 SEX OFFENSE -OTHER	0	1	-
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	1	-
38002 FAMILY -NONSUPPORT	0	0	-
38003 FAMILY -OTHER	0	0	-
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	-
41002 LIQUOR VIOLATIONS -OTHER	5	3	-40.0%
42000 DRUNKENNESS	0	0	-
48000 OBSTRUCTING POLICE	1	0	-100.0%
49000 ESCAPE/FLIGHT	0	0	-
50000 OBSTRUCTING JUSTICE	2	3	50.0%
53001 DISORDERLY CONDUCT	1	6	500.0%
53002 PUBLIC PEACE -OTHER	0	1	-
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	0	-
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	9	9	0%
55000 HEALTH AND SAFETY	0	1	-
56000 CIVIL RIGHTS	0	0	-
57001 TRESPASS	1	4	300.0%

Agency: Farmington City DP!
ORI: MI6338800

Oakland County CLEMIS
REPORT EXCLUDES UCR STATUS OF UNF

Report: CLEAR-008
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Report Generated Summary of Offenses

Agency: Farmington City DPS

ORI: MI6338800

For the Month of July

Classification	Jul/2013	Jul/2014	%Change
57002 INVASION OF PRIVACY -OTHER	0	0	-
58000 SMUGGLING	0	0	-
59000 ELECTION LAWS	0	0	-
60000 ANTITRUST	0	0	-
61000 TAX/REVENUE	0	0	-
62000 CONSERVATION	0	0	-
63000 VAGRANCY	0	0	-
70000 JUVENILE RUNAWAY	0	0	-
73000 MISCELLANEOUS CRIMINAL OFFENSE	9	7	-22.2%
75000 SOLICITATION	0	0	-
77000 CONSPIRACY (ALL CRIMES)	0	0	-
Total for Group B	29	37	27.6%
2800 JUVENILE OFFENSES AND COMPLAINTS	5	9	80.0%
2900 TRAFFIC OFFENSES	9	21	133.3%
3000 WARRANTS	14	19	35.7%
3100 TRAFFIC CRASHES	37	21	-43.2%
3200 SICK / INJURY COMPLAINT	72	77	6.9%
3300 MISCELLANEOUS COMPLAINTS	138	183	32.6%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	-
3500 NON-CRIMINAL COMPLAINTS	150	102	-32.0%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	-
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	35	37	5.7%
3800 ANIMAL COMPLAINTS	20	11	-45.0%
3900 ALARMS	27	23	-14.8%
Total for Group C	507	503	-0.8%
2700 LOCAL ORDINANCES - GENERIC	0	0	-
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	-
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	-
4200 PARKING CITATIONS	0	0	-
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	-
4400 WATERCRAFT CITATIONS	0	0	-
4500 MISCELLANEOUS A THROUGH UUUU	61	58	-4.9%
4600 LIQUOR CITATIONS / SUMMONS	0	0	-
4700 COMMERCIAL VEHICLE CITATIONS	0	0	-
4800 LOCAL ORDINANCE WARNINGS	0	0	-
4900 TRAFFIC WARNINGS	0	0	-
Total for Group D	61	60	-1.6%
5000 FIRE CLASSIFICATIONS	20	9	-55.0%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	-
Total for Group E	20	9	-55.0%
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	-
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	-
6200 ARREST ASSIST	0	0	-

Agency: Farmington City DP!

ORI: MI6338800

Oakland County CLEMIS

REPORT EXCLUDES UCR STATUS OF UNF

Report: CLEAR-008

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Agency: Farmington City DP
ORI: MI6338800

For the Month of July

Classification	Jul/2013	Jul/2014	%Change
6300 CANINE ACTIVITIES	0	0	-
6500 CRIME PREVENTION ACTIVITIES	0	0	-
6600 COURT / WARRANT ACTIVITIES	0	0	-
6700 INVESTIGATIVE ACTIVITIES	0	0	-
Total for Group F	0	0	-
Total for All Groups	638	627	-1.7%

**Farmington City Council
Staff Report**

Council Meeting Date:
August 18, 2014

**Reference
Number
(ID # 1652)**

Submitted by: Vincent Pastue, City Manager

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

Requested Action:

Move to approve special event request for the American Legion Groves-Walker Post 346, 9-11 Memorial Service, September 11, 2014

Background:

The City received a special event request from Terry Montgomery from the American Legion Groves Walker Post 346 for a 9-11 Memorial Service. The service is scheduled Thursday, September 11, 2014, beginning at 6:00 p.m. at the Sundquist Farmington Pavilion and will be held in memory and recognition of those who lost their lives during this tragic time.

City Administration is recommending approval of the special event request.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

A Day to Remember

Patriots Day September 11, 2014

We invite the Public to celebrate this event with us

A Community Commemoration In Remembrance of September 11, 2001

The Patriots Day Event will take place at Walter E. Sunquist Pavilion on Riley Park in Farmington, MI. The event will start at 6:00 p.m. and end no later than 7:30 p.m.

Miss Farmington will start off the event and introduce the Master of Ceremonies. The National Anthem will be sung. The honor guards will be lead to position by a Bagpiper. Farmington Public Safety and Farmington Hills Policeman and Fireman of the year will be honored at the Event. The event will end with the playing of Taps to remember those lost on 9/11 and in the War on Terror.



On Thursday September 11, 2014, the 13th year of the events on 9/11, we will remember and honor those who lost their lives on that tragic day. We will also honor the ultimate sacrifice of U.S. military personnel who gave their lives after Sept. 11th.

We have in our communities our own first responders who protect us everyday. The Events will remind us that they risk their lives everyday for our protection.

HONOR GUARDS

- Farmington Hills Police & Fire
- American Legion Post 346
- Michigan Veterans Foundation
- Boy Scouts Troop 179

Terry Montgomery, 2nd Vice Commander
Joel Storchan, Event Coordinator
jstorchan@yahoo.com



The American Legion
Groves-Walker Post 346
31775 Grand River Ave.
Farmington, Michigan 48336

City of Farmington Special Event Application

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

Sponsoring
Organization's Legal Name Groves-Walker American Legion Post 346 Phone 248-478-9174

Organization Address 31775 Grand River Ave. Farmington, MI 48336

Organization's Agent Terry Montgomery Phone 313-717-4625

Agent's Title 2nd Vice Commander

Agent's Address 26109 Lyndon Redford, MI 48239

Event Name Patriot Day 9-11 Ceremony

Event Purpose Memorial Ceremony in Recognition of 9-11

Event Dates Thursday September 11, 2014

Event Times 6:00 PM to 7:30 PM

Event Location Sunquist Pavilion & Riley Park

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

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

2. ANNUAL EVENT: Is this event expected to occur next year [~~YES~~] [NO]

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

Normal Event Schedule (e.g., third weekend in July) 11th of September

Next year's specific dates: September 11, 2015

3. **An EVENT MAP** [is] [is not] attached. If you 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.

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

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

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

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

6. **EXEMPT PARKING:** Are you requesting exempt parking? (See Policy Section 5) [YES] [NO]

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

Directly in back of the Pavilion for emergency vehicles and Fire Truck.

7. **OTHER REQUESTS:** _____

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

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

July 18, 2014
Date

TERRY J. MONTGOMERY
Terry J. Montgomery
Signature of Sponsoring Organization's Agent

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

**City Manager's Office
23600 Liberty Street
Farmington MI 48335**

Phone: 248 474-5500.

X 2221

**Farmington City Council
Staff Report**

Council Meeting Date:
August 18, 2014

**Reference
Number
(ID # 1654)**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve 2015 Greater Farmington Area Chamber of Commerce Annual Membership

Requested Action:

Move to approve Fiscal Year 2014-15 Greater Farmington Area Chamber of Commerce Annual Membership in the amount of \$1,300.00.

Background:

Enclosed is an annual membership invoice from the Greater Farmington Area Chamber of Commerce in the amount of \$1,300.00. The membership period begins September 1, 2014. The Fiscal Year 2014-15 Budget has \$1,300 allocated for the Chamber membership

Agenda Review

Review:

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

cpoole@ci.farmington.mi.us

Date: Wed, 06 Aug 2014 07:04:49 -0400
From: "Pastue, Vincent" <vpastue@ci.farmington.mi.us>
Subject: Fwd: Membership Dues
To: Cheryl Poole <cpoole@ci.farmington.mi.us>

Cheryl,

Can we place this on the August 18 Consent Agenda for approval.

Vince

Attachment: Message 6 (8k bytes) [Open](#)

Date: Tue, 5 Aug 2014 15:44:13 -0400
From: "Diana Lis" <Diana@gfachamber.com>
Subject: Membership Dues
To: <vpastue@ci.farmington.mi.us>

Greater Farmington Area Chamber of Commerce
 33425 Grand River Avenue Suite 101
 Farmington , MI 48335
 (248) 919-6917 ° Fax: (248) 919 6921

— INVOICE —

Mr. Vincent Pastue
 City of Farmington - City Hall
 23600 Liberty Street
 Farmington, MI 48335

Date: 09/01/2014
 Account #: 1421
 Invoice #: 56619
 Amount Due: \$1,300.00

Amount Remitted: _____

Please return a printed copy of this invoice with your payment.

PAY ONLINE - Member Administrative Login

Member #: 1421
 Password: Pastue

Membership Investment 09/01/2014 - 08/31/2015	\$1,300.00
	<hr/>
Total:	\$1,300.00

Contributions or gifts to the Greater Farmington Area Chamber of Commerce are not tax deductible as charitable contributions, however, they may be tax deductible under other provisions of the Internal Revenue Code

**Farmington City Council
Staff Report**
Council Meeting Date:
August 18, 2014

**Reference
Number
(ID # 1655)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve SMART Agreement for Transfer of Municipal and Community Credits

Requested Action:

Move to authorize the City Manager to sign the agreement with SMART for Municipal Credits and Community Credits on behalf of the City for Fiscal Year 2015.

Background:

Each year the City enters into an agreement with the Suburban Mobility Authority for Regional Transportation (SMART) to receive municipal and community credits for local transportation programs. The Municipal Credits allocated to the City of Farmington for Fiscal Year 2015 are \$10,184. The allocation for Community Credits is \$13,136. There is no change in the Municipal Credit amount but a \$1,700 in the Community Credit amount from 2014. As in the past, the County would transfer credits to the Farmington Hills Senior Program Services to operate the Dial-A-Ride program.

In 1999, a Dial-A-Ride program was established for the cities of Farmington Hills and Farmington. The City of Farmington Hills Senior Services Division administers the program. The cities of Farmington Hills and Farmington annually transport approximately 6,000 persons through this Dial-A-Ride service using commercial cab companies. The administrations of both communities believe that this service is essential to our citizens and handicapped residents. As the program continues to be reviewed, additional services will be considered for inclusion to the regular transportation program.

Agenda Review
Review:

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

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT for FY - 2015

I, Vincent Pastue, as the City Manager of City of Farmington (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** (Section 1 below), and **Community Credits** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in Exhibit A, and the operating budget for that service is set forth in Exhibit B, both of which are attached hereto and incorporated herein.

1. The Community agrees to use \$ **10,184** in **Municipal Credit** funds as follows:

- | | |
|--|---------------------------------|
| (a) Transfer to <u>City of Farmington Hills</u>
<small>TRANSFEEEE COMMUNITY</small> | Funding of: \$ <u>10,184.00</u> |
| (b) Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ _____ |
| (c) Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |

Total \$ 10,184

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All funding must be spent by September 30, 2016; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use \$ **13,136** in **Community Credit** funds available as follows:

- | | |
|--|---------------------------------|
| (a) Transfer to <u>City of Farmington Hills</u>
<small>TRANSFEEEE COMMUNITY</small> | Funding of: \$ <u>13,136.00</u> |
| (b) Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ _____ |
| (c) Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) Capital Purchases | At the cost of: \$ _____ |

Total \$ 13,136

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT for FY - 2015

Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2014, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2017 unless approval from SMART General Manager is obtained to extend Community Credits for an additional 2 years to allow accrual for major capital projects; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

City of Farmington

By: _____

Date _____

Its: City Manager

Suburban Mobility Authority for
Regional Transportation

Date _____

By: _____

John C. Hertel
General Manager

**Farmington City Council
Staff Report**

Council Meeting Date:
August 18, 2014

**Reference
Number
(ID # 1656)**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Appoint Delegate for Annual MML Meeting October 15-17, 2014 in Marquette, Michigan

Requested Action:

Move to appoint Mayor Bill Galvin as Farmington's delegate for the annual MML meeting October 15-17, 2014 and Council member Greg Cowley as the alternate

Background:

The Michigan Municipal League is requesting that the City Council designate a delegate and alternate, by official action, who will be in attendance at the annual meeting in Marquette, Michigan, October 15-27, 2014. This person will be the official representative to cast the vote for the City of Farmington. The Bylaws for the League provides that each member city and village shall be equally represented and provide a vote in the election of officers and any proposals presented.

Mayor Bill Galvin and Council member Greg Cowley are registered to attend the annual conference. City Administration recommends that the City Council appoint Mayor Galvin as the voting delegate and Greg Cowley as the alternate. The League asks that Council take action on this and respond before September 1, 2014.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending



michigan municipal league

Better Communities. Better Michigan.

August 6, 2014

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Marquette, October 15-17, 2014. The League's "Annual Meeting" is scheduled for 11:15 am on Thursday, October 16 in the Lakes Ballroom at the Northern Michigan University. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
2. Policy. A) To vote on the Core Legislative Principles document.
In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Susan Vasher at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)
In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by September 16, 2014.
3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than September 24, 2014.

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus the deadline this year for the League to receive resolutions is **September 16, 2014**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

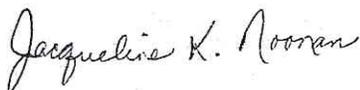
Further, "Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof."

3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Wednesday, October 15 in the Lakes Ballroom at Northern Michigan University for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Jacqueline Noonan
President
Mayor of Utica



Daniel P. Gilmartin
Executive Director & CEO

**Farmington City Council
Staff Report**

Council Meeting Date:
August 18, 2014

**Reference
Number
(ID # 1657)**

Submitted by: Vincent Pastue, City Manager

Description: Request for "Tag Days" - Fundraising Event

Requested Action:

Move to approve special event request for "Tag Days" Fundraising Event scheduled for October 10-11, 2014

Background:

The Farmington High Schools' Band and Orchestra Boosters request permission to conduct a solicitation program on Friday, October 10, 2014 from 3:00 p.m. to 9:00 p.m. and on Saturday, October 11, 2014 from 7:00 a.m. to 6:00 p.m. The Farmington Public High Schools raise the majority of their band operating funds by sponsoring this event. Band members will collect funds at the entrances of local merchants. Permission from these merchants to conduct this solicitation is secured before the event. Students will be in uniform and under adult supervision.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending



April 11, 2014

City Manager
 Attn: Cheryl Poole
 City of Farmington
 23600 Liberty
 Farmington MI 48332

Dear City Manager:

The Music Boosters of Farmington, Harrison and North Farmington High Schools are once again sponsoring "TAG Days", our annual district-wide fundraising event for our very talented and dedicated music students. This fund raising event will take place Friday, October 10, from 3:00pm to 9:00pm and Saturday, October 11 from 7:00am to 6:00pm. North Farmington High School will be the host school.

The students will have canisters and will be dressed in either their marching band or concert uniforms. They will be located in the sidewalk areas adjacent to the entrances of participating merchants to solicit donations from incoming customers. As a Thank You, the students will give away concert tickets, referred to as TAG's. This TAG will give the donor free admission to one of the concerts that will be performed by each of the high schools' band and orchestras and choirs.

The Farmington Public School Administration has approved this event for 2014. Accordingly, we are hereby requesting your support to continue this fund raising opportunity. We will be obtaining approval from the merchants that are participating in this fundraiser; please know the students will have adequate adult supervision during their shifts. In addition, we will be obtaining approval from each of the surrounding cities: Farmington Hills, Livonia and West Bloomfield.

This is an enormous fundraiser for our music programs. Many students benefit from the fundraiser in a variety of ways, such as hiring tutors and clinicians, providing needed supplies, helping out with band camps and other special projects.

Trusting that our application will again be approved, please mail your response to Jennifer Boros, 34070 Aspen Dr, Farmington Hills MI 48335 along with any donation the City feels it can contribute to this worthy cause. With the many cuts at the state level, any support the city could provide us would be greatly appreciated.

Once again, we are looking forward for your support. Any questions, please feel free to call me or one of the other Chairs for the event. Thank you in advance for your cooperation and support.

Sincerely,

Stacy Kelly
 NFHS TAG Days Chair

Stcy3584@aol.com
 248-705-8688

Jennifer Boros
 FHS TAG Days Co-Chair
 FHS Music Patrons Vice President

borosjenn@att.net
 734-748-7002

Jennifer Andersson
 FHS TAG Days Co-Chair

jenniferandersson@gmail.com
 248-318-4692

**Farmington City Council
Staff Report**
Council Meeting Date:
August 18, 2014

**Reference
Number
(ID # 1658)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Ratify Farmington Road Streetscape Proposal for Design Engineering Services

Requested Action:

Move to ratify Farmington Road Streetscape Proposal for Design Engineering Services with Orchard Hiltz and McCliment (OHM)

Background:

In January 2014, the City Council reviewed the attached proposal from OHM regarding the design work for the Farmington Road Streetscape project. At the time, City Administration felt there was consensus to move forward with the design work once we felt that issues involving the State Historic Preservation Office (SHPO) were resolved. As discussed in the recent past, the main concerns have been resolved and we are moving forward with design.

Given that the total design cost is a not-to-exceed amount of \$154,900 which includes Grissim Metz & Andriese, City Administration felt the City Council should formally ratify the proposal. Funding for this service will be funded out of the DDA Fund and Capital Improvements Fund.

Agenda Review
Review:

Vincent Pastue Pending
 City Manager Pending
 City Council Pending



ARCHITECTS. ENGINEERS. PLANNERS.

October 1, 2013

Farmington Downtown Development Authority
33316 Grand River Avenue
Farmington, MI 48336

Attention: Ms. Annette Knowles
Subject: Farmington Road Streetscape
Proposal for Preliminary Engineering Services

Dear Ms. Knowles:

Thank you for the opportunity to submit this proposal to provide Preliminary Engineering Services for the Farmington Road Streetscape. OHM Advisors is pleased to present this proposal in conjunction with Grissim, Metz, Andriese Associates (GMA). We understand the project obtained Transportation Alternatives Program (TAP) funding through the efforts of the City of Farmington and the Farmington Downtown Development Authority (DDA). OHM Advisors and GMA are familiar with Farmington Streetscape projects and the program requirements that come with TAP funding, including the administration of the project through the MDOT Local Agency Programs (LAP) group.

The proposal provides information for project understanding/deliverables, schedule and fee estimation. We have also noted where there may be some enhancements to the streetscape and/or the design process.

PROJECT UNDERSTANDING

The project consists of a complete reconstruction of Farmington Road from Grand River Avenue to Orchard Street, as well as striping and signing improvements on Farmington Road from Orchard Street to Freedom Road. The reconstruction will include traffic calming measures, pedestrian safety features and aesthetic improvements. Traffic calming measures include the reduction of the number of traffic lanes, as supported by a traffic analysis; new on-street parallel parking, which shall enhance and preserve access to the historic buildings and businesses within the project area; and the reconfiguration/reduction of driveways and curb cuts within the project area. Pedestrian safety will be enhanced by reducing the number of curb cuts that penetrate the sidewalks, improving the mid-block crosswalk by adding a safety island, widening the sidewalks and improving the lighting, as well as promoting walkability and handicapped accessibility. Aesthetic improvements include installing brick-pavers, improving landscaping, adding site furnishings such as bike racks and benches, and installing pedestrian-oriented navigational aids. The streetscape is to comply with the applicable sections of the Americans with Disabilities Act (ADA), TAP requirements, the Road Commission for Oakland County (RCOC) requirements and any local ordinances. The conceptual improvements outlined above and assumptions made for scoping this project were based on the grant application submitted to MDOT.

It is known that there are challenging areas within the project limits. These areas include working around and

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

near historical buildings, as well as maintaining ADA accessibility to the businesses. OHM Advisors and GMA have reviewed the project and offer the following approach and project scope to accomplish the goals of this project. A list of assumptions made by OHM Advisors precedes the project scope and tasks.

ASSUMPTIONS/CLARIFICATIONS

OHM Advisors will:

- Compile the construction drawings and take the lead on the overall plan set development.
- Complete the electrical design necessary for street lighting and other desired electrical features, similar to the past streetscape projects.
- Create and/or compile specifications (special provisions) needed for the streetscape as well as the road design, and submit them in MDOT format for LAP projects.
- Conduct utility coordination meetings and complete the needed supplemental survey and supply elevations to GMA.
- Design and set elevations of top of curb, sidewalk ramps and level landings and roadway.
- Coordinate all permits and also develop a "maintenance of traffic plan" for the project.
- Coordinate necessary meetings as needed.
- Make all needed submittals and prepare all needed permit applications as outlined in the scope section of the proposal.

GMA will:

- Complete the drawings and specifications for the streetscape behind the back of curb within the project limits including landscape design, irrigation, lighting layout and fixture/duplex outlet recommendations.
- Provide OHM Advisors all needed special provisions for streetscape items located behind the curb.
- Supply OHM Advisors quantities for the streetscape design and OHM Advisors will enter them all into MERL format required for the LAP submittal.
- Be responsible for setting all elevations behind the curb (streetscape portion).

SCOPE OF SERVICES

Task 1 – Preliminary Concept

The majority of this task is complete. However, OHM Advisors and GMA will hold a kickoff meeting and meet with the DDA and appropriate City Staff to finalize any issues and discuss changes from the concept drawings that were submitted in the TAP grant application. Any necessary modifications will be made and will then become the basis for further construction drawing development. OHM Advisors and GMA will then present design criteria and a conceptual plan on an aerial image to the City of Farmington and the Farmington DDA.

Task 2 – Design Survey

Some of the survey work in the roadway has already been completed during the preparation of the conceptual drawings for the grant. Supplemental survey work will begin upon OHM Advisors receiving authorization to proceed. For those instances where our survey crew did not obtain all the data, additional shots behind the curb will be necessary. Locations and elevations of building finished floors, adjacent parking lots and other infrastructure will also be obtained during this survey. Tasks to be accomplished include:

- **Control:** Verify previously established control.
- **Right-of-Way:** Verify and Obtain property and ROW information and tie to project control.
- **Topographic Survey:** Obtain all necessary existing physical features and elevations to provide information for preparing plans, with a focus on meeting all ADA requirements.

Task 3 – Utility Coordination

OHM Advisors will notify applicable utility agencies, as a representative of the City of Farmington, with regards to the proposed project. We will request information regarding the existing and proposed facilities within the project limits from all necessary utility companies to be incorporated in the construction drawings. Our team will coordinate with the City of Farmington to schedule and hold a utility meeting (up to two meetings), with one at the GI, to resolve any conflicts. If conflicts require relocations of existing utilities, OHM Advisors will coordinate with the City of Farmington and the utility company involved.

Task 4 – Develop Base Plans

The plans will include a cover sheet, removal sheets, typical cross sections, plan sheets with alignment and geometrics. Pedestrian signal plans will identify needed locations of new or relocated traffic signal equipment. GMA will develop the streetscape plans as well as irrigation details. OHM Advisors will work with GMA and develop the electrical/street lighting plans. Preliminary alignment and elevations will be used for the purpose of refining the quantities needed on the project in order to prepare a preliminary opinion of probable cost. OHM Advisors will assess drainage impacts and show the locations of required structures and storm sewer. During this task, our team will notify the City of Farmington of any potential temporary grading easements that may be necessary, and will be prepared to discuss options with the City and the property owner(s). OHM Advisors and GMA will meet with the City of Farmington and the Farmington DDA to obtain approval to proceed prior to further development of the plans.

Task 5 – Geotechnical Investigation

OHM Advisors will coordinate with TEC to provide geotechnical information for this project. It is assumed that we will receive up to five (5) cores and borings (10 feet deep) within the project limits. TEC will provide a report on existing subsurface conditions and provide recommendations for cross-sections. Core and boring logs will be included in the bid package.

Task 6 – Preliminary Plans

OHM Advisors and GMA will further develop plans and special provisions in conformance with MDOT LAP requirements. Our team will prepare detailed construction plans at a 1"=40' scale on 22"x34" sheets, as well as update the opinion of probable cost. If any critical issues are uncovered that were not originally discussed at the base plan meeting, OHM Advisors and GMA will meet with the City of Farmington prior to the MDOT Grade Inspection (GI) meeting. At that point, OHM Advisors will finalize the identification of any necessary grading easements, and then OHM Advisors and GMA will both attend the GI meeting. Additional finished elevations and necessary cross-sections and details will be included in this plan set at this time. OHM Advisors and GMA will also refine the plan sheets for traffic control, electrical, soil erosion and sedimentation control, pavement marking, signage, and streetscape details.

Task 7 – QA/QC

OHM Advisors and GMA will perform internal QA/QC prior to all submittals with emphasis on grade inspection and final plan delivery. A QA/QC review meeting will be conducted by the design team so the streetscape and road design do not conflict.

Task 8 – Public Meetings

OHM Advisors and GMA will prepare exhibits for one (1) public meeting that will be coordinated by City of Farmington and Farmington DDA staff, as well as attend the public meeting. OHM Advisors and GMA will provide two complete sets of plans for purposes of presentation to the public.

Task 9 – Final Plans & Bidding

OHM Advisors and GMA will finalize the plans and special provisions based on comments received at GI meeting, as well as prepare any applications for necessary permits or reviews. The permits/reviews that are assumed to be necessary include SHPO, WRC SEESC permit, MDOT Permit and RCOC approval.

The final submittal will be sent to MDOT in electronic format and will include the following:

1. Final Plans
2. Specifications (8 1/2" x 11" Special Provisions)
3. Engineer's Opinion of Probable Construction Cost in MERL format
4. Field Notes and Copies of Quantity Calculations, if required

OHM Advisors and GMA will answer questions during the bidding process as requested by MDOT, City of Farmington, and/or Farmington DDA. MDOT will bid the plan set through the MDOT LAP Process.

DELIVERABLES

- Task 1.....Finalized Conceptual Drawing
- Task 2.....Design Survey Files
- Task 4.....Base Plans
- Task 5.....Geotechnical Report
- Task 6.....Preliminary Plans
- Task 8.....Plans (2) for public use
- Task 9.....Final Plans, Estimate and Bidding Documents.

ADDITIONAL ASSUMPTIONS AND CLAIRIFICATIONS

- The City will be responsible for all review and permit fees applicable to the project.
- Construction services are not included in the proposal.
- Bidding will be completed by MDOT, and the time associated with RFI's during the bidding period is not included in this proposal.
- Traffic Impact Studies or traffic counts are not assumed to be needed and are not included in the scope of services.
- Any meetings above and beyond those outlined in the scope of services are not included in the design fee.

FEE

OHM Advisors will invoice the City of Farmington for the above stated services monthly on an hourly, not-to-exceed basis.

OHM Advisors	\$90,400.00 (Estimated Hourly – Not to Exceed)
Grissim Metz Andriese	\$59,100.00 (Estimated Hourly – Not to Exceed)
TEC (Geotechnical)	\$5,400.00 (Estimated Hourly – Not to Exceed)

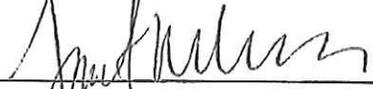
The total fee is estimated to be \$154,900.00 (Hourly – Not to Exceed).

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to present this proposal to you in conjunction with Grissim, Metz, Andriese Associates. We look forward to working with you throughout this project.

OHM Advisors
CONSULTANT



Jonathan W. Kramer, P.E.

Vice President of Operations

City of Farmington:
CLIENT

(Signature) X 

(Name) Vincent Pastue

(Title) City Manager

(Date) 8-6-14

**Farmington City Council
Staff Report**

Council Meeting Date:
August 18, 2014

**Reference
Number
(ID # 1659)**

Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve Temporary Liquor License for St. Gerald's 50Th Anniversary Event at Riley Park

Requested Action:

Move to approve temporary liquor license for St. Gerald's Church 50th Anniversary Celebration to be held on Saturday, September 20, 2014 from 6:00 p.m. to 11:00 p.m. in Riley Park

Background:

As part of St. Gerald's 50th Anniversary celebration, they are planning on providing entertainment and serving alcohol at Riley Park on Saturday, September 20 from 6:00 p.m. to 11:00 p.m. St. Gerald's has been working with the DDA in coordinating their planned activities at Riley Park with the Harvest Moon event which is on Thursday and Friday. St. Gerald's will use the same set up as the Harvest Moon and will use the same alcohol vendors. They will sell tickets separately.

City Administration recommends approval of the temporary liquor license.

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending

A RESOLUTION OF THE FARMINGTON CITY COUNCIL APPROVING A TEMPORARY LIQUOR LICENSE FOR ST. GERALD'S CHURCH AS PART OF THE THEIR 50TH ANNIVERSARY CELEBRATION TO BE HELD IN RILEY PARK ON SATURDAY, SEPTEMBER 20.

WHEREAS, as part of St. Gerald's 50th Anniversary Celebration, they plan on providing a band at Riley Park and serving alcohol on Saturday, September 20; and

WHEREAS, St. Gerald's has been working in junction with DDA to utilize the set-up for the Harvest Moon activities on the preceding Thursday and Friday; and

WHEREAS, St. Gerald's will the existing layout and alcohol vendors as part of their Saturday night activities in Riley Park; and

WHEREAS, it is necessary for St. Gerald's to receive City Council approval for a temporary liquor license as part of their application to the Michigan Liquor Control Commission.

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby approves a temporary liquor license for St. Gerald's Church for Saturday, September 20, 2014 from 6:00 p.m. to 11:00 p.m. in Riley Park.

**Farmington City Council
Staff Report**
Council Meeting Date:
August 18, 2014

**Reference
Number
(ID # 1661)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Schedule a Public Hearing for October 20, 2014 for the Corridor Improvement Authority's Development and Tax Increment Financing Plan

Requested Action:

Move to schedule public hearing for October 20, 2014 at 7:00 p.m. regarding the Grand River Corridor Improvement Authority's Development and Tax Increment Financing Plan

Background:

The Farmington Grand River Corridor Improvement Authority has adopted their development and tax increment financing (TIF) plans. The plans were developed in conjunction with LSL Planning. City Administration provided a quick overview of the plan at a previous study session. We will likely provide a more detailed review at either the September 3 or October 6 study session.

City Administration is recommending that the City Council schedule a public hearing for the CIA development and tax increment financing plans for Monday, October 20, 2014 at 7:00 p.m. in the City Council Chambers. That same evening, City Administration will be requesting that the City Council adopt a resolution to approve the development and TIF plans. This is necessary in order to have the tax increment financing plan in place before the end of the calendar year so that TIF revenues can begin to be received in Fiscal Year 2015-16. It also provides other taxing jurisdictions 60 days to opt-out of the tax increment capture. This would include Oakland County, Farmington Public Library, Oakland Community College, SMART, and Huron Metro Parks. City staff from both Farmington and Farmington Hills have been in contact with these local taxing entities encouraging them to participate in the TIF capture.

The public hearing notice requirements are significant and include the following:

1. Two notices in publications in a newspaper of general circulation: one that is at least 20 days before the public hearing one that is within 20 days of the public hearing;
2. Must be sent to all property owners within the district;
3. Must be posted in 20 conspicuous locations within the district; and
4. Mailed to all local government taxing units.

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

**Farmington City Council
Staff Report**
Council Meeting Date:
August 18, 2014

**Reference
Number
(ID # 1662)**
Submitted by: Vincent Pastue, City Manager

Description: Consideration to Approve State Trunkline Maintenance Contract

Requested Action:

Move to approve a five-year State Trunkline maintenance contract with the Michigan Department of Transportation and authorize the Mayor and City Clerk to sign the contract on behalf of the City.

Background:

The City of Farmington has contracted with the Michigan Department of Transportation for several decades to maintain Grand River Avenue. The contract covers full surface and winter maintenance from the east intersection with M-5 (Farmington Hills) to Gill Road. The City is also responsible for winter maintenance from Gill Road to Halsted. Over the years, the City has done this work for two primary reasons. First, the City is reimbursed 100% of the cost associated with the contract and has never required a subsidy from the Major Street Fund. Second, the City is inclined to more timely with winter maintenance, especially in the Downtown area, than MDOT or the Road Commission for Oakland County.

MDOT submitted a contract for a five-year renewal. The current five year contract is scheduled to expire on September 30, 2014. The contract specifies the scope of work and administrative procedures that the City and MDOT will follow during the term of the contract. It is similar to previous contracts. City Administration is recommending that the City Council renew the attached State Trunkline Maintenance Contract. Contained below are significant aspects of the contract.

Term: Five year (October 1, 2014 through September 30, 2019).

Highway Maintenance Superintendent: City will designate Public Works Superintendent (Page 4).

Scope of Work and Reimbursement Process: Similar to previous contracts.

Termination of Contract: Either party can terminate the contract in any year but only in the months of April, May, and June (Page 18).

It should be noted that the City will still renew the annual permit with MDOT for miscellaneous operations, and approve performance and indemnification resolution.

Agenda Review
Review:

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

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF FARMINGTON

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as "MDOT," and the City of Farmington, a Michigan municipal corporation, hereinafter referred to as the "MUNICIPALITY."

RECITALS:

MDOT has affirmatively found that contracting with this MUNICIPALITY for the maintenance of state trunklines and bridges within its jurisdiction is in the best public interest; and

1925 PA 17 Section 2, MCL 250.61 et seq; authorizes MDOT to contract with the MUNICIPALITY for the construction, improvement, and/or maintenance of state trunkline highways. MDOT, subject to the approval of State Administrative Board, will do all acts or things necessary to carry out the purpose of 1925 PA 17 supra; and

MDOT has so advised the State Transportation Commission and the Appropriations Committee of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11(c), MCL 247.661(c).

It is agreed as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The MUNICIPALITY will provide personnel, equipment, and facilities to maintain the state trunkline highways and provide the services required under the terms of this Contract. The MUNICIPALITY will furnish MDOT, upon request, with an organizational chart showing garage locations, names of supervisory personnel, and any other information incidental to the performance under this Contract.

Section 2. SCOPE OF WORK

- a. The MUNICIPALITY will perform maintenance work at the direction of MDOT'S Region Engineer or a designee of the REGION ENGINEER

hereinafter referred to as the "REGION ENGINEER" or, acting under the general direction of the ENGINEER OF OPERATIONS FIELD SERVICES DIVISION, hereinafter referred to as the "ENGINEER OF OPERATIONS". Work for the Operations Division, including permit issuance and inspection, under this Contract will be performed in accordance with accepted maintenance practices on those sections of state trunkline highway as identified in a written Letter of Understanding.

- i. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the MUNICIPALITY. The letter shall remain in effect until either replaced or modified by the REGION ENGINEER and approved by the MUNICIPALITY. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 - ii. The executed Letter of Understanding and all subsequent approved revisions thereto, is incorporated herein by reference as if the same were repeated in full herein.
 - iii. If the MUNICIPALITY is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the MUNICIPALITY will immediately notify MDOT. MDOT will work with the MUNICIPALITY to ensure that the services defined in the Letter of Understanding are performed.
- b. Whenever the MUNICIPALITY performs permit assistance and inspection on behalf of MDOT:
- i. MDOT will require as a condition of the issuance of all permits as to which the MUNICIPALITY will perform services for MDOT, pursuant to this Contract, that the Permittee save harmless the State of Michigan, the Transportation Commission, the Department of Transportation and all officers, agents and employees thereof and the MUNICIPALITY, its officials, agents and employees against any and all claims for damages arising from operations covered by the permit.
 - ii. MDOT, for all permit activities for which it wishes the MUNICIPALITY to perform permit services for the DEPARTMENT pursuant to this Contract, will further require that

the Permittee, except as to permits issued to governmental entities and public utilities or unless specifically waived by the MUNICIPALITY in writing, provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X, C, & U, and contractor's protective liability with a blasting endorsement when blasting is involved or commercial general liability insurance that includes all the above, naming as additional parties insured on all such policies the State of Michigan, the Michigan Transportation Commission, MDOT and all offices, agents and employees thereof, the MUNICIPALITY, its officials, agents and employees and that the Permittee provide to MDOT written proof of said insurance.

iii. The amounts of such insurance will be no less than the following:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

c. Special maintenance work, work not covered by the Line Item Budget, and work for any other Division of MDOT (non-maintenance work) may be performed under the terms of this Contract only upon written authorization approved by the REGION ENGINEER. Emergency work may be performed based on verbal approval given by the REGION ENGINEER and subsequently supported in writing. Work performed by the MUNICIPALITY for any Division other than the Maintenance Division will be supervised by the Division issuing a state Transportation Work Authorization (TWA).

Transportation Work Authorizations (TWA's) may be issued by the REGION ENGINEER for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the MUNICIPALITY or a subcontractor as set forth in Section 9. TWA's will be performed in accordance with MDOT'S accepted maintenance practices and specifications as specified on the TWA. The MUNICIPALITY will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The MUNICIPALITY and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this contract.

The MUNICIPALITY shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The MUNICIPALITY and MDOT may also enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- d. The REGION ENGINEER is authorized to issue written orders, as are necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The MUNICIPALITY will furnish sufficient personnel, equipment, and approved material as needed to perform maintenance on state trunkline highways. Personnel and equipment will be used on municipal streets and state trunkline highways as conditions warrant.

Section 4. CONTRACT ADMINISTRATOR

The MUNICIPALITY hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the contract. In the event the MUNICIPALITY desires to replace the Contract Administrator, the MUNICIPALITY will notify MDOT in writing.

Section 5. MAINTENANCE SUPERINTENDENTS AND CONTACTS

The MUNICIPALITY hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): _____

Signal/electrical Superintendent: _____

Storm Sewer Superintendent: _____

Other (Specify): _____

who will supervise all work covered by this contract. In the event the MUNICIPALITY desires to replace the designated contacts, the MUNICIPALITY will notify MDOT in writing.

Section 6. WAGE SCHEDULE

Wages paid by the MUNICIPALITY for work on state trunkline highways will be the same as on street work for the MUNICIPALITY.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the MUNICIPALITY for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND MATERIAL SPECIFICATIONS

Material necessary for the performance of this Contract may, at the option of the MUNICIPALITY, be purchased by the MUNICIPALITY unless otherwise directed by the REGION ENGINEER. The MUNICIPALITY shall advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The MUNICIPALITY shall retain documentation that such bids were taken for at least three (3) years following final payment made for such purchases. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), and traffic control devices used on state trunkline highways by the MUNICIPALITY will conform to current or supplemental specifications approved by MDOT, unless otherwise approved in advance by the REGION ENGINEER. The REGION ENGINEER may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by that MUNICIPALITY and the REGION ENGINEER. If MDOT-owned materials are stored jointly with MUNICIPALITY-owned materials, proper and adequate inventory records must be maintained by the MUNICIPALITY, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials supplied by the MUNICIPALITY, including aggregates and bituminous materials using raw materials either partially or wholly obtained from municipally-owned property, municipally-leased (in writing) property, or by written permit from state or privately-owned property, may be furnished at a firm unit price, subject to approval of source and price by the REGION ENGINEER. Firm unit prices are not subject to unit price adjustment by audit.

MDOT may audit all records necessary to confirm accuracy of quantities for which reimbursement is requested. Reimbursement for all materials supplied by the MUNICIPALITY that are not included in the firm unit price schedule will be in accordance with Subsection 16(d). Firm unit prices may be changed, added, or deleted upon written request by the MUNICIPALITY and approval by the REGION ENGINEER at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard 3. Other (Describe)
3. Royalty Costs	
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may audit all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List for which the MUNICIPALITY requests reimbursement.

Listed items purchased from a vendor source or vendor stockpile for direct use on the trunklines are not eligible for firm unit price consideration and should be billed at vendor cost.

Section 9. SUBCONTRACTS

The MUNICIPALITY may subcontract any portion of the work to be performed under this contract. Bid/price solicitation and subcontracts will be in conformance with the MUNICIPALITY's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the MUNICIPALITY to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents, and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the MUNICIPALITY and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the REGION ENGINEER. The MUNICIPALITY will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the MUNICIPALITY pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the REGION ENGINEER. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty

(30) days of completion of emergency work for contracts of \$250,000 or greater. Work will be completed according to MDOT Emergency Guidelines.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the MUNICIPALITY or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of Cleaning Drainage Structures, Roadway Sweeping and Flushing or Grass and Weed Control, the MUNICIPALITY will include a cancellation clause that will allow the MUNICIPALITY to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years, said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- a. **Subcontracts \$24,999 or less:** The MUNICIPALITY will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.
- b. **Subcontracts \$25,000 or greater:** The MUNICIPALITY will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$250,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

- a. In connection with the performance of maintenance work under this Contract, the MUNICIPALITY (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this Contract.
- b. During the performance of this Contract, the MUNICIPALITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix G referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix G, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. The MUNICIPALITY will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix H, dated October 1, 2005, attached hereto and made a part hereof.

Section 11. ANTI-KICKBACK

No official or employee of the MUNICIPALITY or of the State of Michigan will receive direct or indirect remuneration from purchases of materials, supplies, equipment, or subcontracts required for trunkline highway maintenance purposes.

Section 12. JURISDICTION OF STATE TRUNKLINE HIGHWAY

It is declared that the work performed under this Contract is a governmental function that the MUNICIPALITY performs for MDOT. This Contract does not confer jurisdiction upon the MUNICIPALITY over the state trunkline highways encompassed by this contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction in the MUNICIPALITY over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

- a. The MUNICIPALITY will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan. Insurance coverage shall include owned, non-owned, and hired motor vehicles. Such insurance shall be not less than Two Hundred

Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit shall also comply with Michigan No-Fault Automobile Insurance laws. The MUNICIPALITY shall also provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability.

In the event the MUNICIPALITY is self-insured, a copy of the Secretary of State's certificate of self-insurance shall be submitted to MDOT.

- b. In the event that the MUNICIPALITY receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the MUNICIPALITY for its alleged acts or omissions on a state trunkline highway, the MUNICIPALITY shall provide a copy of such notice within fifteen (15) days of receipt of said notice or complaint to the Assistant Attorney General in Charge, hereinafter referred to as the "ASSISTANT ATTORNEY GENERAL," Van Wagoner Building, 4th Floor, 425 West Ottawa Street, Lansing, Michigan, 48909. Thereafter, the MUNICIPALITY shall provide copies of pleadings and other information regarding the claims or lawsuits when requested by the ASSISTANT ATTORNEY GENERAL and shall comply with all the obligations, duties and requirements of the general liability policy provided herein.

Section 14. WORKERS' DISABILITY COMPENSATION

The MUNICIPALITY will comply with the Michigan Workers' Disability Compensation Law as to all employees performing work under this Contract.

Section 15. BUDGET MANAGEMENT FOR MUNICIPALITIES WITH A BUDGET OF \$200,000 OR MORE (OPTIONAL FOR OTHER MUNICIPALITIES)

Each MDOT fiscal year, for Municipalities with a budget of \$200,000 or more, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT.

Prior to the development of an annual budget by the REGION ENGINEER, the MUNICIPALITY and REGION ENGINEER will meet and develop a proposed work plan which will include a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month, and form the basis of the non-winter maintenance budget for the MUNICIPALITY for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total MUNICIPALITY budget is not exceeded. The REGION ENGINEER will work with the MUNICIPALITY to reach agreement on the components

of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the MUNICIPALITY's contract area, as well as the size of the MUNICIPALITY's staff that is available for state trunkline Highway maintenance. The REGION ENGINEER and the MUNICIPALITY will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The MUNICIPALITY will work with the REGION ENGINEER to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, State Salt Stores, MUNICIPALITY-supplied road salt, winter sand, other de-icing chemicals and overhead.

The REGION ENGINEER and the MUNICIPALITY will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the REGION ENGINEER and the MUNICIPALITY.

The REGION ENGINEER and MUNICIPALITY will meet between March 1 and May 15 of each budget year to discuss a supplemental non winter program. The supplemental non winter program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget; review the status of current and future bills for winter maintenance and propose a supplemental non winter program. The proposed work activities will be prioritized to support MDOT'S preservation strategy (APPENDIX I).

Section 16. REQUEST FOR REIMBURSEMENT

MDOT will reimburse the MUNICIPALITY for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the audit for each respective year of the Contract period.

- a. MDOT'S share of the actual cost of all direct labor employed in the performance of this Contract, including the expense of permit inspection, field and office engineering, and including audit expenses in connection with projects on force account work by subcontractors.
- b. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed

using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the MUNICIPALITY on the MUNICIPALITY'S previous fiscal years' experience. These charges are subject to audit in accordance with Section 25.

- c. MDOT'S share of the actual cost of MUNICIPALITY owned or purchased energy.
- d. MDOT will reimburse the MUNICIPALITY for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this contract. The MUNICIPALITY shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- e. MDOT will reimburse the MUNICIPALITY for the cost of handling materials furnished by the MUNICIPALITY and materials furnished by MDOT as follows:
 - i. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the MUNICIPALITY.
 - ii. **Non-Bulk Items (measured by area or count):**
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the MUNICIPALITY, charges for handling and storage in excess of five percent (5%) will be reimbursed to the MUNICIPALITY upon audit, provided that these charges can be identified and supported within the records of the MUNICIPALITY.
- f. Equipment owned by the MUNICIPALITY will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- g. The amounts paid by the MUNICIPALITY to a subcontractor, as provided for in Section 9.

- h. The cost to the MUNICIPALITY for labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- i. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the MUNICIPALITY for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the MUNICIPALITY and shall not change.

The overhead amount payable under Section 16(i) is reimbursement to the MUNICIPALITY for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(k)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on MUNICIPALITY owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- j. MDOT will reimburse the MUNICIPALITY for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the MUNICIPALITY and MDOT.
- k. Requests for reimbursement to be made quarterly on the basis of certified statement of charges prepared and submitted by the MUNICIPALITY within thirty (30) days from the end of each quarter on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each quarter will include written justification for the delay and will be paid only upon approval of the REGION ENGINEER. Upon written request to the REGION ENGINEER, payment may be made to the MUNICIPALITY on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. MUNICIPALITIES with a line item budget contract of \$200,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- l. The MUNICIPALITY will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections

of state trunkline highways in accordance with written instructions from the REGION ENGINEER. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The MUNICIPALITY may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

Section 17. ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). The MUNICIPALITY is required to register to receive payments of EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

Section 18. WINTER MAINTENANCE

The MUNICIPALITY will be compensated for winter maintenance on the basis of actual expenditures only. MDOT will share in the cost of snow hauling when each snow hauling effort is approved by the REGION ENGINEER. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of _____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the REGION ENGINEER. The MUNICIPALITY should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the REGION ENGINEER shall be required and kept on file for audit purposes.

The MUNICIPALITY agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

Section 19. PAVEMENT MARKING

Compensation for the item of Pavement Marking will be made on the basis of actual expenditure only, except in no case will the MUNICIPALITY be compensated for a total

expenditure in excess of the amount designated for pavement marking in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Pavement Marking is limited to only painting authorized by the REGION ENGINEER. The MUNICIPALITY shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

Section 20. COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Sweeping and Flushing (activity 132), Grass and Weed Control (activity 126) and Roadside Clean up (activity 124) will be made on the basis of actual expenditures only, except that in no case will the MUNICIPALITY be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the MUNICIPALITY and REGION ENGINEER; and reflected in each line activity budget amount.

Section 21. TREES AND SHRUBS

Except for emergency work, the MUNICIPALITY will request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and MUNICIPALITY shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the REGION ENGINEER.

Section 22. EQUIPMENT LIST

The MUNICIPALITY will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

Section 23. RECORDS TO BE KEPT

The MUNICIPALITY will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The RECORDS include, but are not limited to:
 - i. Daily time cards for employees and equipment signed by the employee and his immediate supervisor or by a timekeeper and the supervisor when a timekeeper is employed. The daily time cards shall also indicate the

distribution to route sections and work items. Those MUNICIPALITIES using crew day cards may, if they prefer, retain crew day cards backed by a time record for the pay period signed as above in lieu of daily time cards detailing the distribution.

- ii. Properly signed material requisitions (daily distribution slips) showing type of material, quantity, units, date issued, and indicating distribution thereof to route sections and work items.
 - iii. Additional cost records as needed to support and develop unit cost charges and percentages applied to invoice cost. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- b. Maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the MUNICIPALITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. Allow MDOT or its representative to inspect, copy, scan, or audit the RECORDS at any mutually acceptable time. However, the MUNICIPALITY cannot unreasonably delay the timely performance of the audit.

Section 24. CERTIFIED STATEMENT OF CHARGES

The MUNICIPALITY hereby certifies that, to the best of the MUNICIPALITY'S knowledge, the costs reported to MDOT under this Contract will represent only those items that are properly chargeable in accordance with the Contract. The MUNICIPALITY also hereby certifies that it has read the contract terms and is aware of the applicable laws, regulations, and terms of this Contract.

Section 25. AUDIT

The MUNICIPALITY'S records will be subject to audit. Charges by the MUNICIPALITY for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by audit after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the MUNICIPALITY will not be subject to adjustment.

If any adjustments are to be made, the MUNICIPALITY will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the MUNICIPALITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings communicated to the MUNICIPALITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the MUNICIPALITY will:

- a. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report;
- b. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
- c. Submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the MUNICIPALITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
- d. The MUNICIPALITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost, or no opinion expressed cost.

Upon review of the RESPONSE, if MDOT'S Dispute Audit Review Team (DART) does not agree with the RESPONSE, MDOT will provide the MUNICIPALITY an opportunity to appear before DART to explain and support its RESPONSE. This will occur within ninety (90) days of receipt of the RESPONSE, unless the time has been extended by MDOT. MDOT will make its decision regarding any disallowed or questioned cost items within 30 days after DART considers the appeal.

If after a DART decision MDOT determines that an overpayment has been made to the MUNICIPALITY, the MUNICIPALITY shall repay that amount to MDOT or notify MDOT of the MUNICIPALITY'S intent to appeal to the three member panel, which is described in this section of the contract or file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision. MDOT shall not withhold or offset funds in dispute if the

MUNICIPALITY appeals to the three member panel or files a lawsuit in the court of proper jurisdiction. The appeal to the three member panel or the filing of a lawsuit in the court of proper jurisdiction shall be initiated by the MUNICIPALITY within thirty (30) days of the receipt of MDOT'S written notice that an overpayment has been made. If the MUNICIPALITY fails to repay the overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the MUNICIPALITY agrees that MDOT will deduct all or a portion of the overpayment from any funds due the MUNICIPALITY by MDOT under the terms of any maintenance contract. The MUNICIPALITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to appeal to the three member panel or to file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision only as to any item of expense the disallowance of which was disputed by the MUNICIPALITY in a timely filed RESPONSE. The MUNICIPALITY may ask the court of proper jurisdiction to bar MDOT from withholding or offsetting funds until the court finally decides the dispute.

The individuals on the three member panel shall be selected from state agencies not directly associated with MDOT. The MUNICIPALITY will appoint one (1) member and MDOT will appoint one (1) member. The third member of the panel will be selected by the two (2) appointed panel members. The decision of the panel shall be binding unless appealed to the proper court by either party within one hundred twenty (120) days after the decision of the panel has been issued.

Section 26. TERM OF CONTRACT

This Contract will be in effect from October 1, 2014 through September 30, 2019.

Section 27. TERMINATION OF CONTRACT

Either party may terminate this Contract. Termination may occur in any year, but only in the months of April, May, or June. Written notice of intent to terminate this Contract shall be provided to the other party at least ninety (90) days prior to the date of termination.

Section 28. STATE ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2011-2 of August 30, 2011, as set forth in Appendix D, attached hereto and made a part hereof.

Section 29. CONTRACT CONTENT

In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

Section 30. AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the MUNICIPALITY and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the MUNICIPALITY, a certified copy of which resolution will be sent to MDOT with this CONTRACT, as applicable.

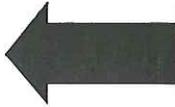
CITY OF FARMINGTON

BY: _____
TITLE:

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director



APPENDIX A

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget/Field Activity Budget: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

Chemical Storage Facilities: Bulk salt storage buildings.

Components of an Annual Work Plan: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

Dispute Audit Resolution Team (DART): Is a team comprised of the Deputy Director for the Bureau of Finance and Administration as the chairperson, the Commission Auditor, the Deputy Director for the bureau involved, and the Assistant Attorney General in Charge of the Transportation Division, as the legal advisor.

Equipment Specifications and Rentals: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment, for which rates may be modified by the Municipality based on their equipment experience.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical

assistance, and overseeing the administration of state and federal funds allocated for these programs.

Office of Commission Audit (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct auditing activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

Schedule C Equipment Rental Rates: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the Equipment Questionnaire.

Small Hand Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

State Administrative Board: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I preceding the route number.

Winter maintenance: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The work codes (PCA codes) that define the budget line items for winter maintenance are:

14100: Winter maintenance

14400: Winter road patrol (*See winter maintenance patrol above*)

14900: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above PCA codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2014, through September 30, 2019

Set forth below is the table of allowable percentages for Overhead, Supervision, and Expense of Small Tools paid by the Michigan Department of Transportation in connection with state trunkline highways maintenance contracts. Small tool expense includes tarpaulin, barricades, hand sanders, torches, flags, picks, shovels, saws, axes, wheelbarrows and other tools up to seventy five dollars in value for each tool, except for those units presently classified in the Equipment Rental Rate Book.

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	10.50 _____	.50 _____	11.00
\$25,001 to \$50,000 _____	9.65 _____	.50 _____	10.15
\$50,001 to \$75,000 _____	8.75 _____	.50 _____	9.25
\$75,001 to \$100,000 _____	7.85 _____	.50 _____	8.35
\$100,001 and over _____	7.00 _____	.50 _____	7.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD

RESOLUTION 2011-2

PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RESCISSION OF RESOLUTIONS 2003-2 and 2005-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2 of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2003-1 on March 4, 2003, lowering the threshold for Board approval of all new contracts, grants and amendments to \$25,000 or more for the purchase of materials or services unless specifically approved by the Governor, and simultaneously adopted Resolution 2003-2 setting forth certain exceptions to Resolution 2003-1;

WHEREAS, the Board has adopted Resolution 2011-1, raising the threshold for Board approval of all new contracts and grants to \$250,000 or more and of all amendments to \$125,000 or more, and rescinding Resolution 2003-1;

WHEREAS, the Michigan Department of Transportation ("MDOT") is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in: postponement of payments to subcontractors and suppliers; work slow downs and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2003-2 is rescinded.
2. Resolution 2005-2 is rescinded.
3. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
4. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceeds 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
5. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$250,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
6. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$125,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$125,000 or more.
7. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$250,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

8. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider.

9. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

10. MDOT may enter into a contract in connection with the award of a grant, including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

11. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

12. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

13. Notwithstanding any provision of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective _____, 2011.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2011-2, August 30, 2011)

Amendments

Amendment Amount	Subcontract Requirements:	State Administrative Board Approval
\$124,999 or less	<ul style="list-style-type: none">• Prior to start of work, Region Engineer verbal approval required.• Documentation of amendment is required by the Municipality. A revised Form 426 must be completed and signed by the Region Engineer.• A copy of the approved Form 426 is sent to the Operations Field Services Division Contract Administrator.	Not required
\$125,000 or greater	<ul style="list-style-type: none">• Documentation of amendment is required by the Municipality A revised Form 426 must be completed and signed by the Region Engineer.• When amendment amount and sum of all previous amendments total \$125,000 or greater, the Form 426 packet is sent to the Operations Field Services Division Contract Administrator. 2.State Administrative Board (SAB) approval is required prior to the start of work.	Required

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____ TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this ____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

**APPENDIX G
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX H

**Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

APPENDIX I

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)

Critical Drainage Area Sweeping (to prevent roadway flooding)
Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance

**Farmington City Council
Staff Report**

Council Meeting Date:
August 18, 2014

**Reference
Number
(ID # 1663)**

Submitted by: Vincent Pastue, City Manager

Description: Board and Committee Appointments

Requested Action:

Appoint Maria Taylor to the Historical Commission and Mary Bush to the Farmington Library Board

Background:

City Council interviewed candidates on July 28, 2014 to fill vacancies on the Historical Commission and the Farmington Library Board. Listed below are the individuals recommended for appointment and their terms of office.

Farmington Historical Commission (Completing Vacancy)

Maria Taylor 8/18/2014 - 3/31/2016

Farmington Community Library Board of Directors (4-Year Term)

Mary Bush 8/18/2014 - 6/30/2018

Agenda Review

Review:

Vincent Pastue Pending
City Manager Pending
City Council Pending