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**REGULAR MEETING AGENDA**

**1. CALL TO ORDER**

Roll Call

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENT**

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

**A. Consideration to approve Construction Estimate #4 Pipeline**

**B. Consideration to assign Detroit water and sewer contracts to the Great Lakes Water Authority**

**C. Consideration to change the date of Halloween Fun Fest to Oct. 31**

**D. Special event request: Susan G. Komen 3-day Cancer Walk**

**E. Special event request: Run for the Hills 1 mile, 5K and 10K races**

**F. Public Safety Monthly Report**

**G. Fourth Quarter Building Department Report**

**H. Farmington Monthly Payments Report**

**I. Approval of minutes**

**1. Minutes of the City Council - Special - Jun 1, 2015 6:00 PM**

**2. Minutes of the City Council - Special - Jun 10, 2015 7:00 PM**

**3. Minutes of the City Council - Special - Jun 15, 2015 6:00 PM**

**4. Minutes of the City Council - Regular - Jun 15, 2015 7:00 PM**

**5. APPROVAL OF REGULAR AGENDA**

**6. PRESENTATION/PUBLIC HEARINGS**

- A. Introduction of New Public Safety Officer-Christopher Saunders**
  - B. Consideration to Establish Hickling Village, Nottinghamshire, England as a Friendship City to the City of Farmington**
  - C. Miss Oakland County Scholarship Program**
  - D. Historic Commission Annual Report**
  - E. Council on Aging, year-end report - Carl Christoph**
  - F. Parking Advisory Committee update**
- 7. UNFINISHED BUSINESS**
- 8. NEW BUSINESS**
- A. Consideration to Adopt Resolution Authorizing 2015 Capital Improvement Bond**
  - B. Consideration to authorize purchase of replacement van for Water Department**
  - C. Consideration to authorize purchase of replacement dump truck**
- 9. DEPARTMENT HEAD COMMENTS**
- 10. COUNCIL COMMENT**
- 11. ADJOURNMENT**
- Motion To Adjourn**

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
July 20, 2015

**Reference  
Number  
(ID # 1941)**
**Submitted by:** Chuck Eudy,

**Description:** Consideration to Approve Construction Estimate No. 4 for the 2014 Sanitary Sewer Rehabilitation

**Requested Action:**

Move to approve Construction Estimate No. 4 with Pipeline Management Co. in the amount of \$14,808.60 which entirely represents a partial release of retainage.

**Background:**

At the December 15, 2014 meeting, City Council approved Pipeline Management Co. of Milford Michigan to proceed with televising, cleaning, and cured in place pipe lining. The amount of the bid was \$305,899.25. Selected locations of Farmington Road and 8 Mile and Berg Road out fall sewer were selected for rehabilitation.

Orchard, Hiltz and McCliment (OHM) has recommended payment of \$14,808.60 which entirely represents a partial release of retainage.

Currently OHM is scheduling the lining review with DWSD. Following DWS approval the sewer lining, an amendment will be added to the City of Farmington contract with DWSD for the transfer of ownership.

**Agenda Review**
**Review:**
**Chuck Eudy Pending**
**City Manager Pending**
**City Council Pending 07/20/2015 7:00 PM**



ARCHITECTS. ENGINEERS. PLANNERS.

June 30, 2015

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

Regarding: 2014 Sanitary Sewer Rehabilitation  
 OHM Job No. 0111-11-0133

Dear Mr. Eudy:

Enclosed are Construction Estimate No. 4 and a Contractor's Declaration for the referenced project. We would recommend payment to Pipeline Management in the amount of **\$14,808.60** which entirely represents a partial release of retainage as no effort was earned though period June 24, 2015.

Please contact us if you have any questions.

Sincerely,  
 OHM Advisors

A handwritten signature in cursive script that reads "Gary Smolinski".

Gary M. Smolinski  
 Construction Manager

cc: Pipeline Management Company, Inc. (via email)  
 Matt Parks, P.E., OHM  
 File

Attachment: 2014 Pipeline #4 (1941 : Consideration to Approve Construction Estimate #4 Pipeline)

PA\0101\_0125\0111110131\_8 Mile & Telegraph Trunkline Investigation\\_CONST\Estimates\_CO\Estimates\Est No 4\2014 SanSewerRehab\_Est No.4.docx

OHM Advisors  
 34000 PLYMOUTH ROAD  
 LIVONIA, MICHIGAN 48150

T 734.522.6711  
 F 734.522.6427

OHM-Advisors.com



# CONSTRUCTION ESTIMATE

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

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

PROJECT: Farmington - 2014 Sanitary Sewer Rehabilitation

Job Numbers: 0111-11-0133

Estimate Number: 4

CONTRACTOR: Pipeline Management Co Inc  
2673 E Maple Road  
248-685-1500  
Milford, MI 48381

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

STATUS: On Schedule

Period End Date: 06/24/2015 07:34:16  
Estimate Status: Approved  
Contract Start Date: 01/07/2015  
Contract End Date: 03/30/2015  
Contract Duration: 82 days  
Print Date: 06/30/2015 13:06:03

\*Retainage: Lump Sum

Original Contract Amount: \$306,172.00

Change Orders:

Current Contract Amount: \$306,172.00

Earnings this Period: \$0.00  
Earnings to Date: \$286,525.00  
Previous Retainage: \$15,308.60  
Retainage this Estimate: (\$14,808.60)  
Less Total Retained to Date (Lump Sum): \$500.00  
Net Earned: \$286,025.00  
Previous Estimates: \$271,216.40  
Amount Due Contractor: \$14,808.60

Amount Due Contractor includes \$14,808.60 of retainage previously held.

Prepared By:

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

Date:

6/30/15

Approved By:

*Chuck Eudy*  
Chuck Eudy, DPW Director, City of Farmington

Date:

7/2/15

Item No.	Description	Original Bid Quantity	Authorized Quantity	Unit Price	Period Quantity	Period Amount	Quantity to Date	Total Amount to Date
<b>Division A: Division I: 8 Mile and Berg</b>								
1	Mobilization, Max. 5%, DI	1.00 Ls	1.00	\$8,500.00	-	-	1.00	\$8,500.00
2	Traffic Maintenance and Control, DI	1.00 Ls	1.00	\$5,000.00	-	-	1.00	\$5,000.00
3	Initial Sanitary Sewer Cleaning and Video Recording	950.00 Ft	950.00	\$7.00	-	-	967.00	\$6,769.00
4	Protruding Leads and Obstructions	1.00 Ea	1.00	\$750.00	-	-	10.00	\$7,500.00
5	Bypass Pumping, DI	1.00 Ls	1.00	\$3,000.00	-	-	1.00	\$3,000.00
6	Pre Lining Sanitary Sewer Video Recording	950.00 Ft	950.00	\$1.00	-	-	2,209.00	\$2,209.00
7	Cured in Place Pipe Rehabilitation, 21 inch	315.00 Ft	315.00	\$115.00	-	-	326.00	\$37,490.00
8	Cured in Place Pipe Rehabilitation, Elliptical, 42x27 inch	635.00 Ft	635.00	\$248.00	-	-	641.00	\$158,968.00
9	Final Sanitary Sewer Video Recording	950.00 Ft	950.00	\$1.50	-	-	969.00	\$1,453.50
13	Initial Sanitary Manhole Video Recording	4.00 Ea	4.00	\$250.00	-	-	3.00	\$750.00
16	Manhole, Bench and Channel Repair	4.00 Ea	4.00	\$940.00	-	-	-	-
17	Manhole, Seal Leak Penetration	1.00 Ea	1.00	\$250.00	-	-	-	-
18	Manhole, Seal Leak	1.00 Ea	1.00	\$250.00	-	-	-	-
19	Manhole, Line Chimney	10.00 Vft	10.00	\$500.00	-	-	-	-
20	Manhole, Interior Lining, Calcium Aluminate	5.00 Vft	5.00	\$440.00	-	-	-	-
21	Manhole, Brick Wall Repair	1.00 Ea	1.00	\$190.00	-	-	-	-
				<b>Division A Sub-Total:</b>		<b>\$0.00</b>		<b>\$231,639.50</b>
				<b>Retainage:</b>		<b>(\$11,992.86)</b>		
<b>Division B: Division II: Farmington Road</b>								
10	Mobilization, Max. 5%, DI	1.00 Ls	1.00	\$4,000.00	-	-	1.00	\$4,000.00
11	Traffic Maintenance and Control, DI	1.00 Ls	1.00	\$3,750.00	-	-	1.00	\$3,750.00
12	Initial Sanitary Sewer Cleaning and Video Recording	899.00 Ft	899.00	\$4.50	-	-	736.00	\$3,312.00
14	Protruding Leads and Obstructions	12.00 Ea	12.00	\$125.00	-	-	17.00	\$2,125.00
15	Bypass Pumping, DI	1.00 Ls	1.00	\$2,500.00	-	-	1.00	\$2,500.00
22	Pre Lining Sanitary Sewer Video Recording	899.00 Ft	899.00	\$1.00	-	-	653.00	\$653.00
23	Cured in Place Pipe Rehabilitation, 12 inch	275.00 Ft	275.00	\$54.00	-	-	279.00	\$15,066.00
24	Cured in Place Pipe Rehabilitation, 18 inch	329.00 Ft	329.00	\$110.00	-	-	160.00	\$17,600.00
25	Sanitary Sewer Spot Repair, Grout Sleeve, 24 inch	1.00 Ea	1.00	\$4,900.00	-	-	1.00	\$4,900.00
26	Final Sanitary Sewer Video Recording	605.00 Ft	605.00	\$1.50	-	-	653.00	\$979.50
				<b>Division B Sub-Total:</b>		<b>\$0.00</b>		<b>\$54,885.50</b>
				<b>Retainage:</b>		<b>(\$2,841.63)</b>		

### CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

May 15<sup>th</sup> to May 31<sup>st</sup> A.D., 20 15

performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from City of Farmington or his agents, in addition to the regular items set forth in the Contract numbered 0111-11-0130 and dated November 25<sup>th</sup> A.D., 20 14 for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) ~~(is not)~~ an itemized statement attached.

Date: 6/30/2015

By: Pipeline Management Company  
[Signature]  
Title: Project Manager David Lusky

Attachment: 2014 Pipeline #4 (1941 : Consideration to Approve Construction Estimate #4 Pipeline)

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
July 20, 2015

**Reference  
Number  
(ID # 1947)**

**Submitted by:** David Murphy, City Manager

**Description:** Consideration to Approve Detroit Water and Sewer Contracts

**Requested Action:**

Move to approve the attached resolution regarding Detroit Water and Sewer Contracts

**Background:**

On June 12, 2015 an agreement to lease the assets of the Detroit water supply and sewage disposal systems was reached between the Detroit Water and Sewer Department and the Great Lakes Water Authority. Under the terms of the Regional Water Supply System Lease agreement, the Great Lakes Water Authority has assumed responsibility for the operations of the Detroit-owned water system and will be the provider of the future water service to its wholesale customers.

Under the terms of the current agreement with the City of Detroit, Article 13 requires the City of Farmington to give written consent to assign the contract over to the Great Lakes Water Authority.

**Agenda Review**

**Review:**

David M. Murphy Pending

City Manager Pending

City Council Pending 07/20/2015 7:00 PM





CITY OF DETROIT  
WATER AND SEWERAGE DEPARTMENT  
OFFICE OF THE DIRECTOR

735 RANDOLPH STREET  
DETROIT, MICHIGAN 48226  
WWW.DETROITMI.GOV

June 25, 2015

David Murphy, City Manager  
City of Farmington  
23600 Liberty Street, PO Box 9002  
Farmington, MI 48335-3572

Regarding: Request for Consent to Assignment of Wastewater Disposal Services Contract

Dear Valued Wastewater Customer:

I write to you today with exciting news about the future of your existing wastewater disposal services contract with the City of Detroit Water and Sewerage Department. On June 12, 2015, a historic agreement to lease the assets of the Detroit water supply and sewage disposal systems was reached between the City of Detroit and the Great Lakes Water Authority. Under the terms of the Regional Sewage Disposal System Lease Agreement, the Great Lakes Water Authority has assumed responsibility for the operations of the Detroit-owned sewage disposal system and will be the provider of future sewage disposal services to our wholesale customers.

Rest assured that your community will continue to receive the high quality services that you have come to rely on. However, as may be expected in such matters, certain actions must be taken by your community in order to assure that the Great Lakes Water Authority may legally continue to provide your sewage disposal services. While the Regional Sewage Disposal System Lease Agreement assigned all City of Detroit wholesale wastewater disposal services contracts to the Great Lakes Water Authority, Article 13 of your existing wastewater disposal services contract requires your written consent to this assignment. This letter is intended to serve as the City of Detroit's request to provide your community's consent to the assignment of its contract to the Great Lakes Water Authority. Aside from the change in service provider, the terms of your wastewater disposal services contract will not be changed by this assignment.

As you may imagine, the transition in operating responsibility from the Detroit Water and Sewerage Department to the Great Lakes Water Authority is on a "fast track" for completion and we need your help. Attached to this letter is an Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and your community, and a form of resolution approving the agreement; which resolution you may choose to utilize in your discretion. We have also attached a summary of both Lease Agreements for your use as background material. If you wish to consent to the assignment of your contract to the Great Lakes Water Authority, please have the attached Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract approved by your legislative body as soon as possible. The management and staff of the Detroit Water and Sewerage Department are willing and available to assist you in this process, including providing subject matter experts to meet with and discuss this matter with you and/or your legislative body, if you desire.

Please contact me at (313) 224-4701, or our contracted facilitator, Teresa Newman, at (248) 476-7577 with any questions you may have regarding this request. Finally, thank you for your continued cooperation and support as we move forward to implementing the Lease Agreements between the City of Detroit and the Great Lakes Water Authority.

Sincerely,

Sue F. McCormick  
Director, Detroit Water and Sewerage Department  
Interim CEO, Great Lakes Water Authority

Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract

This Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract (“Agreement”) is entered into by and between the City of Detroit Water and Sewerage Department, a Michigan municipal corporation (“Detroit”), and the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955 (“GLWA”), and the City of Farmington, a municipal corporation (“Customer”) (collectively, the “Parties”), and states as follows:

Recitals

A. Detroit and Customer entered into a wastewater disposal services contract dated November 19, 2014 (“Contract”), which is fully incorporated by reference; and

B. On June 12, 2015, Detroit and the GLWA entered into a lease agreement whereby the GLWA was conveyed, amongst other items, a leasehold interest in all Detroit sewage disposal system facilities (“Sewer Lease Agreement”); and

C. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Sewer Lease Agreement, Detroit has assigned and the GLWA has assumed all of Detroit’s rights, duties, liabilities, responsibilities and obligations (collectively, “Rights and Obligations”) under the Contract without any impairment to the Contract; and

D. Article III of the Sewer Lease Agreement provides that the effective date of the Sewer Lease Agreement is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of Customer to the assignment of its Contract to the GLWA as provided in Section 3.2(j); and

E. The Parties intend to achieve a novation of the Contract by the substitution of the GLWA for Detroit with respect to all rights and Obligations under the Contract; and

Accordingly, in consideration for Detroit’s agreement to assign its Rights and Obligations under the Contract, and the GLWA’s agreement to assume those Rights and Obligations, and the Customer’s agreement to accept this substitution, the Parties agree as follows:

1. The GLWA shall be assigned Detroit’s Rights and Obligations under the Contract as of the date upon which the conditions precedent to the Sewer Lease Agreement have been met, which date shall be the effective date of the novation and of this Agreement (“Effective Date”). All terms and conditions of this Agreement shall take effect only upon the Effective Date. In the event that the conditions precedent necessary to effectuate the Sewer Lease Agreement are not met, then this Agreement shall become null and void and shall have no legal effect.

2. The Rights and Obligations of Detroit under the Contract shall be extinguished and Detroit waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contract and shall not be permitted to bring any such claims against Customer. Any claim brought in violation of this Agreement shall be controlled by the terms of the Water Lease Agreement.

3. The GLWA shall be bound by and perform the Contract in accordance with the terms and conditions of the Contract. The GLWA assumes all Rights and Obligations of, and all claims against, Detroit under the Contract as if the GLWA were the original party to the Contract. The GLWA ratifies all previous actions taken by Detroit with respect to the Contract, with the same force and effect as if the action had been taken by the GLWA.

4. The Customer recognizes the GLWA as Detroit's successor in interest in and to the Contract and that the GLWA is entitled to all rights, titles and interests of Detroit in and to the Contract as if the GLWA were the original party to the Contract.

5. All terms, conditions, and covenants of the Contract shall remain in full force and effect, and the GLWA shall fulfill all such terms, conditions and covenants.

6. This Agreement and all actions arising under it shall be governed by the law of the State of Michigan.

7. This Agreement may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed an original.

In Witness Whereof, the Parties, by their duly authorized officers and representatives, indicate their concurrence with the terms and conditions of this Agreement:

**City of Detroit, Water and Sewerage Department:**

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Director

**Great Lakes Water Authority:**

APPROVED BY GLWA  
BOARD OF DIRECTORS ON:

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Interim Chief Executive Officer

\_\_\_\_\_  
Date

**City of Farmington:**

By: \_\_\_\_\_  
Bill Galvin  
Its: Mayor

By: \_\_\_\_\_  
Susan K. Halberstadt  
Its: City Clerk

APPROVED BY  
FARMINGTON CITY COUNCIL ON:

\_\_\_\_\_  
Date

Resolution Regarding Assignment Agreement With The City Of Detroit  
And The Great Lakes Water Authority

By Member: \_\_\_\_\_:

Whereas, on September 9, 2014, a Memorandum of Understanding Regarding the Formation of the Great Lakes Water Authority was adopted by the City of Detroit, the State of Michigan and the counties of Wayne, Oakland and Macomb; and

Whereas, the Memorandum of Understanding required, among other things, that the City of Detroit and the counties of Wayne, Oakland and Macomb adopt Articles of Incorporation no later than October 10, 2014, and that the City of Detroit and the Great Lakes Water Authority execute a lease agreement regarding the operation and management of the Detroit water supply and sewage disposal systems; and

Whereas, on October 10, 2014, the City of Detroit and the counties of Wayne, Oakland and Macomb adopted the Articles of Incorporation of Great Lakes Water Authority; and

Whereas, on June 12, 2015, the City of Detroit and the Great Lakes Water Authority executed two 40-year lease agreements regarding (1) the operation and management of the Detroit water supply system, and (2) the operation and management of the Detroit sewage disposal system (“Sewer Lease”); and

Whereas, Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Sewer Lease, the City of Detroit assigned and the Great Lakes Water Authority assumed all of Detroit’s rights, duties, liabilities, responsibilities and obligations under the wholesale customer wastewater disposal services contracts without any impairment to said contracts; and

Whereas, Article III of the Sewer Lease provides that the effective date of the Sewer Lease is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of the wholesale sewer customers to the assignment of their 30-year wastewater disposal services contracts to the Great Lakes Water Authority pursuant to Section 3.2(j) of the Sewer Lease; and

Whereas, pursuant to the Sewer Lease, and as provided in Article 13 of the Wastewater Disposal Services Contract, the City of Detroit has presented an Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and this community for the assignment of the Wastewater Disposal Services Contract with the City of Detroit Water and Sewerage Department to the Great Lakes Water Authority with a request for approval; and

Whereas, this Honorable Body finds it is in the best interests of this community to consent to the assignment of the Wastewater Disposal Services Contract to the Great Lakes Water Authority;

NOW THEREFORE BE IT RESOLVED, that the attached Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority, and \_\_\_\_\_ is approved; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution and the executed Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract be returned to the City of Detroit Water and Sewerage Department within seven (7) days of the date of this Resolution.

Adopted by \_\_\_\_\_

Date: \_\_\_\_\_, 2015



CITY OF DETROIT  
WATER AND SEWERAGE DEPARTMENT  
OFFICE OF THE DIRECTOR

735 RANDOLPH STREET  
DETROIT, MICHIGAN 48226  
WWW.DETROITMI.GOV

June 25, 2015

David Murphy, City Manager  
City of Farmington  
23600 Liberty Street, PO Box 9002  
Farmington , MI 48335-3572

Regarding: Request for Consent to Assignment of Water Contract

Dear Valued Water Customer:

I write to you today with exciting news about the future of your existing water service contract with the City of Detroit Water and Sewerage Department. On June 12, 2015, a historic agreement to lease the assets of the Detroit water supply and sewage disposal systems was reached between the City of Detroit and the Great Lakes Water Authority. Under the terms of the Regional Water Supply System Lease Agreement, the Great Lakes Water Authority has assumed responsibility for the operations of the Detroit-owned water system and will be the provider of future water service to our wholesale customers.

Rest assured that your community will continue to receive the high quality drinking water that you have come to rely on. However, as may be expected in such matters, certain actions must be taken by your community in order to assure that the Great Lakes Water Authority may legally continue to provide your water service. While the Regional Water Supply System Lease Agreement assigned all City of Detroit wholesale water service contracts to the Great Lakes Water Authority, Article 13 of your existing water service contract requires your written consent to this assignment. This letter is intended to serve as the City of Detroit's request to provide your community's consent to the assignment of its contract to the Great Lakes Water Authority. Aside from the change in service provider, the terms of your water service contract will not be changed by this assignment.

As you may imagine, the transition in operating responsibility from the Detroit Water and Sewerage Department to the Great Lakes Water Authority is on a "fast track" for completion and we need your help. Attached to this letter is an Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and your community, and a form of resolution approving the agreement; which resolution you may choose to utilize in your discretion. We have also attached a summary of both Lease Agreements for your use as background material. If you wish to consent to the assignment of your contract to the Great Lakes Water Authority, please have the attached Agreement to Assign Wholesale Customer Water Service Contract approved by your legislative body as soon as possible. The management and staff of the Detroit Water and Sewerage Department are willing and available to assist you in this process, including providing subject matter experts to meet with and discuss this matter with you and/or your legislative body, if you desire.

Please contact me at (313) 224-4701, or our contracted facilitator, Teresa Newman, at (248) 476-7577 with any questions you may have regarding this request. Finally, thank you for your continued cooperation and support as we move forward to implementing the Lease Agreements between the City of Detroit and the Great Lakes Water Authority.

Sincerely,

A handwritten signature in blue ink that reads "Sue F. McCormick". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Sue F. McCormick  
Director, Detroit Water and Sewerage Department  
Interim CEO, Great Lakes Water Authority

Agreement to Assign Wholesale Customer Water Service Contract

This Agreement to Assign Wholesale Customer Water Service Contract (“Agreement”) is entered into by and between the City of Detroit Water and Sewerage Department, a Michigan municipal corporation (“Detroit”), and the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955 (“GLWA”), and the City of Farmington, a Michigan municipal corporation (“Customer”) (collectively, the “Parties”), and states as follows:

Recitals

A. Detroit and Customer entered into a water service contract dated June 23, 2009, as subsequently amended (“Contract”), which is fully incorporated by reference; and

B. On June 12, 2015, Detroit and the GLWA entered into a lease agreement whereby the GLWA was conveyed, amongst other items, a leasehold interest in all Detroit water facilities (“Water Lease Agreement”); and

C. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease Agreement, Detroit has assigned and the GLWA has assumed all of Detroit’s rights, duties, liabilities, responsibilities and obligations (collectively, “Rights and Obligations”) under the Contract without any impairment to the Contract; and

D. Article III of the Water Lease Agreement provides that the effective date of the Water Lease Agreement is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of Customer to the assignment of its Contract to the GLWA as provided in Section 3.2(j); and

E. The Parties intend to achieve a novation of the Contract by the substitution of the GLWA for Detroit with respect to all rights and Obligations under the Contract; and

Accordingly, in consideration for Detroit’s agreement to assign its Rights and Obligations under the Contract, and the GLWA’s agreement to assume those Rights and Obligations, and the Customer’s agreement to accept this substitution, the Parties agree as follows:

1. The GLWA shall be assigned Detroit’s Rights and Obligations under the Contract as of the date upon which the conditions precedent to the Water Lease Agreement have been met, which date shall be the effective date of the novation and of this Agreement (“Effective Date”). All terms and conditions of this Agreement shall take effect only upon the Effective Date. In the event that the conditions precedent necessary to effectuate the Water Lease Agreement are not met, then this Agreement shall become null and void and shall have no legal effect.

2. The Rights and Obligations of Detroit under the Contract shall be extinguished and Detroit waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contract and shall not be permitted to bring any such claims against Customer. Any claim brought in violation of this Agreement shall be controlled by the terms of the Water Lease Agreement.

3. The GLWA shall be bound by and perform the Contract in accordance with the terms and conditions of the Contract. The GLWA assumes all Rights and Obligations of, and all claims against, Detroit under the Contract as if the GLWA were the original party to the Contract. The GLWA ratifies all previous actions taken by Detroit with respect to the Contract, with the same force and effect as if the action had been taken by the GLWA.

4. The Customer recognizes the GLWA as Detroit's successor in interest in and to the Contract and that the GLWA is entitled to all rights, titles and interests of Detroit in and to the Contract as if the GLWA were the original party to the Contract.

5. All terms, conditions, and covenants of the Contract shall remain in full force and effect, and the GLWA shall fulfill all such terms, conditions and covenants.

6. This Agreement and all actions arising under it shall be governed by the law of the State of Michigan.

7. This Agreement may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed an original.

In Witness Whereof, the Parties, by their duly authorized officers and representatives, indicate their concurrence with the terms and conditions of this Agreement:

**City of Detroit, Water and Sewerage Department:**

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Director

**Great Lakes Water Authority:**

— APPROVED BY GLWA  
BOARD OF DIRECTORS ON:

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Interim Chief Executive Officer

\_\_\_\_\_ Date

**City of Farmington:**

By: \_\_\_\_\_  
Bill Galvin  
Its: Mayor

By: \_\_\_\_\_  
Susan K. Halberstadt  
Its: City Clerk

APPROVED BY  
FARMINGTON CITY COUNCIL ON:

\_\_\_\_\_ Date

Resolution Regarding Assignment Agreement With The City Of Detroit  
And The Great Lakes Water Authority

By Member: \_\_\_\_\_:

Whereas, on September 9, 2014, a Memorandum of Understanding Regarding the Formation of the Great Lakes Water Authority was adopted by the City of Detroit, the State of Michigan and the counties of Wayne, Oakland and Macomb; and

Whereas, the Memorandum of Understanding required, among other things, that the City of Detroit and the counties of Wayne, Oakland and Macomb adopt Articles of Incorporation no later than October 10, 2014, and that the City of Detroit and the Great Lakes Water Authority execute a lease agreement regarding the operation and management of the Detroit water supply and sewage disposal systems; and

Whereas, on October 10, 2014, the City of Detroit and the counties of Wayne, Oakland and Macomb adopted the Articles of Incorporation of Great Lakes Water Authority; and

Whereas, on June 12, 2015, the City of Detroit and the Great Lakes Water Authority executed two 40-year lease agreements regarding (1) the operation and management of the Detroit water supply system ("Water Lease") and (2) the operation and management of the Detroit sewage disposal system; and

Whereas, Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease, the City of Detroit assigned and the Great Lakes Water Authority assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations under the wholesale customer water contracts without any impairment to said contracts; and

Whereas, Article III of the Water Lease provides that the effective date of the Water Lease is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of the wholesale water customers to the assignment of their 30-year water service contracts to the Great Lakes Water Authority pursuant to Section 3.2(j) of the Water Lease; and

Whereas, pursuant to the Water Lease, and as provided in Article 13 of the Water Service Contract, the City of Detroit has presented an Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and this community for the assignment of the Water Service Contract with the City of Detroit Water and Sewerage Department to the Great Lakes Water Authority with a request for approval; and

Whereas, this Honorable Body finds it is in the best interests of this community to consent to the assignment of the Water Service Contract to the Great Lakes Water Authority;

NOW THEREFORE BE IT RESOLVED, that the attached Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority, and \_\_\_\_\_ is approved; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution and the executed Agreement to Assign Wholesale Customer Water Service Contract be returned to the City of Detroit Water and Sewerage Department within seven (7) days of the date of this Resolution.

Adopted by \_\_\_\_\_

Date: \_\_\_\_\_, 2015





## City of Detroit-Great Lakes Water Authority Water & Sewer Leases & Service Agreement

### WATER AND SEWER FACILITIES LEASES:

- GLWA to be conveyed (via a leasehold interest) all regional water and sewerage facilities.
- GLWA to be conveyed interest in all water and sewer system revenues including City of Detroit retail revenues.
- DWSD bonds to be assigned to GLWA and are payable solely from Net Revenues of the System, no full faith and credit pledge.
- GLWA revenue requirements that are targeted not to increase by more than 4 percent per year include \$50M lease payment, \$4.5M Water Residential Assistance Program payment and GLWA employee related frozen Pension Obligation as expenses shared regionally (on a “common-to-all” basis).
  - Per an independent study conducted by Plante & Moran the 4-percent revenue increase cap is sufficient to support these payments and provide funds for “common-to-all” revenue-financed capital.
- The \$50M lease payment may only be used, at City’s discretion, to pay for Detroit local capital improvements or Detroit’s debt service obligations for bonds issued to pay for local or regional improvements.
- A budget stabilization fund to be created and funds set aside from Detroit retail revenues to ensure Detroit meets its customer collection responsibilities.
- GLWA to be assigned existing wholesale service contracts (subject to any required customer approvals not to be unreasonably withheld), vendor contracts, and labor contracts. GLWA is a successor employer.

### WATER AND SEWER SERVICES AGREEMENT:

- City of Detroit is delegated, as Authority’s agent, responsibility for setting retail rates, billing, collection and enforcement. Revocable by Authority in event of failure to satisfy requirements.

- Authority to establish two-year budget (periodically adjusted) and require quarterly financial reporting on Detroit retail performance with a Reconciliation Committee to address significant budget to actual variances, if necessary.
- Recent changes in the rate-setting policies of DWSD have provided additional assurances that wholesale and Detroit retail revenues will be realized.

\*Leases become effective with the completion of conditions precedent including bondholder consents, contract assignments, permit transfers, Master Bond Ordinance, etc.



JOHNSON ROSATI SCHULTZ JOPPICH PC

2755 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331

Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

July 6, 2015

***Privileged and Confidential Correspondence  
from City Attorney***

David Murphy, City Manager  
City of Farmington  
23600 Liberty Street  
Farmington, MI 48335

**RE: Great Lakes Water Authority – Agreement to Assign Wholesale Customer Water Service Contract and Agreement to Assign Wastewater Disposal Services Contract**

Dear Mr. Murphy:

On June 12, 2015, the Board of the Great Lakes Water Authority (GLWA) approved Leases for the Regional Water Supply System and Regional Sewage Disposal System transferring authority to operate and maintain the existing Detroit Water and Sewer Department (DWSD) water and sewer systems, excluding facilities serving residents of the City of Detroit, from DWSD to the GLWA in accordance with the City of Detroit's Bankruptcy Plan of Adjustment. On June 24, 2015, DWSD's Board of Water Commissioners passed Resolution 15-1075 authorizing DWSD's Director to take all actions necessary to effectuate the assignment of DWSD's Wholesale Customer Water and Sewer Service Contracts to the GLWA.

In accordance with the Regional Water Supply System Lease, DWSD must assign all of its rights and obligations in its existing Wholesale Water and Sewer Service Contracts and Wastewater Disposal Services Contracts to the GLWA before January 1, 2016 as a condition precedent to the effectiveness of the Leases. In order to complete the Assignment of the City's existing Water Service Contract, as amended, and Wastewater Disposal Services Contract, DWSD has prepared the enclosed Agreement to Assign Wholesale Customer Water Service Contract and Agreement to Assign Wholesale Customer Wastewater Services Contract and corresponding Resolutions Regarding Assignment Agreement with the City of Detroit and the Great Lakes Water Authority.

We have reviewed both the Agreement to Assign the City's existing Wholesale Customer Water Service Contract and Agreement to Assign Wholesale Customer Wastewater Services Contract

David Murphy, City Manager  
City of Farmington  
July 6, 2015  
Page 2

from DWSD to GLWA. The assignments do not change the terms of the existing Contracts or the calculation of rates under the contracts. Any increase or decrease in rates by the GLWA would not be expected to occur in the 2015/2016 rate season and would be based on preparation of the GLWA budget, rather than any changes to the rate methodology in either contract. Because the only change to the contracts will be the change in the entity operating the Regional Water System and Wastewater Disposal System, we see no legal impediment to approval of the Agreement to Assign the Wholesale Customer Water Service Contract and the Agreement to Assign the Wholesale Customer Wastewater Disposal Services Contract from DWSD to GLWA.


As discussed in prior updates, the Great Lakes Water Authority Board is made up of a representative from Wayne, Oakland and Macomb Counties, as well as two representatives of the City of Detroit and one representative of the State of Michigan. Sue McCormick, DWSD's current Director has been appointed Interim CEO of the GLWA while the GLWA considers an appropriate permanent candidate for the position.

Additionally, we have prepared and enclosed a revised version of the Resolutions Regarding Assignment Agreement with the City of Detroit and the Great Lakes Water Authority into the City's standard Resolution format. The Resolutions restate the purpose of the Assignment Agreement and are intended to evidence the City's approval of the Agreement. The Resolutions will be returned to DWSD for its records.

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

Very truly yours,

JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.



Elizabeth K. Saarela

EKS

Enclosures

C: Sue Halberstadt, Clerk (w/Enclosures)  
Chuck Eudy, Public Works Superintendent (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**CITY OF FARMINGTON**

**OAKLAND COUNTY, MICHIGAN**

**RESOLUTION REGARDING ASSIGNMENT AGREEMENT WITH THE CITY OF DETROIT  
AND THE GREAT LAKES WATER AUTHORITY**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the \_\_\_\_ day of \_\_\_\_\_, 2015, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

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

- WHEREAS, on September 9, 2014, a Memorandum of Understanding Regarding the Formation of the Great Lakes Water Authority was adopted by the City of Detroit, the State of Michigan and the counties of Wayne, Oakland and Macomb; and
- WHEREAS, the Memorandum of Understanding required, among other things, that the City of Detroit and the counties of Wayne, Oakland and Macomb adopt Articles of Incorporation no later than October 10, 2014, and that the City of Detroit and the Great Lakes Water Authority execute a lease agreement regarding the operation and management of the Detroit water supply and sewage disposal systems; and
- WHEREAS, on October 10, 2014, the City of Detroit and the counties of Wayne, Oakland and Macomb adopted the Articles of Incorporation of Great Lakes Water Authority; and
- WHEREAS, on June 12, 2015, the City of Detroit and the Great Lakes Water Authority executed two 40-year lease agreements regarding (1) the operation and management of the Detroit water supply system, and (2) the operation and management of the Detroit sewage disposal system ("Sewer Lease"); and
- WHEREAS, pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Sewer Lease, the City of Detroit assigned and the Great Lakes Water Authority assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations under the wholesale customer wastewater disposal services contracts without any impairment to said contracts; and
- WHEREAS, Article III of the Sewer Lease provides that the effective date of the Sewer Lease is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of the wholesale sewer customers to the assignment of their 30-year wastewater disposal services contracts to the Great Lakes Water Authority pursuant to Section 3.2(j) of the Sewer Lease; and
- WHEREAS, pursuant to the Sewer Lease, and as provided in Article 13 of the Wastewater Disposal Services Contract, the City of Detroit has presented an Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and this community for the assignment of the Wastewater Disposal

Services Contract with the City of Detroit Water and Sewerage Department to the Great Lakes Water Authority with a request for approval; and

WHEREAS, this City Council finds it is in the best interests of the City of Farmington to consent to the assignment of the Wastewater Disposal Services Contract to the Great Lakes Water Authority;

NOW THEREFORE BE IT RESOLVED, that the attached Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority, and the City of Farmington is approved; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution and the executed Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract be returned to the City of Detroit Water and Sewerage Department within seven (7) days of the date of this Resolution.

AYES:

NAYS:

ABSTENTIONS:

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

I, SUE HALBERSTADT, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 2015, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
SUE HALBERSTADT  
Clerk, City of Farmington

Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract

This Agreement to Assign Wholesale Customer Wastewater Disposal Services Contract (“Agreement”) is entered into by and between the City of Detroit Water and Sewerage Department, a Michigan municipal corporation (“Detroit”), and the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955 (“GLWA”), and the **City of Farmington**, a municipal corporation (“Customer”) (collectively, the “Parties”), and states as follows:

Recitals

- A. Detroit and Customer entered into a wastewater disposal services contract dated \_\_\_\_\_ (“Contract”), which is fully incorporated by reference; and
- B. On June 12, 2015, Detroit and the GLWA entered into a lease agreement whereby the GLWA was conveyed, amongst other items, a leasehold interest in all Detroit sewage disposal system facilities (“Sewer Lease Agreement”); and
- C. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Sewer Lease Agreement, Detroit has assigned and the GLWA has assumed all of Detroit’s rights, duties, liabilities, responsibilities and obligations (collectively, “Rights and Obligations”) under the Contract without any impairment to the Contract; and
- D. Article III of the Sewer Lease Agreement provides that the effective date of the Sewer Lease Agreement is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of Customer to the assignment of its Contract to the GLWA as provided in Section 3.2(j); and
- E. The Parties intend to achieve a novation of the Contract by the substitution of the GLWA for Detroit with respect to all rights and Obligations under the Contract; and

Accordingly, in consideration for Detroit’s agreement to assign its Rights and Obligations under the Contract, and the GLWA’s agreement to assume those Rights and Obligations, and the Customer’s agreement to accept this substitution, the Parties agree as follows:

1. The GLWA shall be assigned Detroit’s Rights and Obligations under the Contract as of the date upon which the conditions precedent to the Sewer Lease Agreement have been met, which date shall be the effective date of the novation and of this Agreement (“Effective Date”). All terms and conditions of this Agreement shall take effect only upon the Effective Date. In the event that the conditions precedent necessary to effectuate the Sewer Lease Agreement are not met, then this Agreement shall become null and void and shall have no legal effect.
2. The Rights and Obligations of Detroit under the Contract shall be extinguished and Detroit waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contract and shall not be permitted to bring any such claims against Customer. Any claim brought in violation of this Agreement shall be controlled by the terms of the Water Lease Agreement.
3. The GLWA shall be bound by and perform the Contract in accordance with the terms and conditions of the Contract. The GLWA assumes all Rights and Obligations of, and all claims against, Detroit under the Contract as if the GLWA were the original party to the Contract. The GLWA ratifies all

previous actions taken by Detroit with respect to the Contract, with the same force and effect as if the action had been taken by the GLWA.

4. The Customer recognizes the GLWA as Detroit's successor in interest in and to the Contract and that the GLWA is entitled to all rights, titles and interests of Detroit in and to the Contract as if the GLWA were the original party to the Contract.

5. All terms, conditions, and covenants of the Contract shall remain in full force and effect, and the GLWA shall fulfill all such terms, conditions and covenants.

6. This Agreement and all actions arising under it shall be governed by the law of the State of Michigan.

7. This Agreement may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed an original.

In Witness Whereof, the Parties, by their duly authorized officers and representatives, indicate their concurrence with the terms and conditions of this Agreement:

**City of Detroit, Water and Sewerage Department:**

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Director

**Great Lakes Water Authority:**

APPROVED BY GLWA  
BOARD OF DIRECTORS ON:

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Interim Chief Executive Officer

\_\_\_\_\_ Date

**City of Farmington:**

By: \_\_\_\_\_  
William Galvin  
Its: Mayor

By: \_\_\_\_\_  
Susan K. Halberstadt  
Its: City Clerk

APPROVED BY  
CUSTOMER CITY COUNCIL ON:

\_\_\_\_\_ Date



**CITY OF FARMINGTON**  
**OAKLAND COUNTY, MICHIGAN**

**RESOLUTION REGARDING ASSIGNMENT AGREEMENT WITH THE CITY OF DETROIT  
AND THE GREAT LAKES WATER AUTHORITY**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the \_\_\_\_ day of \_\_\_\_\_, 2015, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

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

WHEREAS, on September 9, 2014, a Memorandum of Understanding Regarding the Formation of the Great Lakes Water Authority was adopted by the City of Detroit, the State of Michigan and the counties of Wayne, Oakland and Macomb; and

WHEREAS, the Memorandum of Understanding required, among other things, that the City of Detroit and the counties of Wayne, Oakland and Macomb adopt Articles of Incorporation no later than October 10, 2014, and that the City of Detroit and the Great Lakes Water Authority execute a lease agreement regarding the operation and management of the Detroit water supply and sewage disposal systems; and

WHEREAS, on October 10, 2014, the City of Detroit and the counties of Wayne, Oakland and Macomb adopted the Articles of Incorporation of Great Lakes Water Authority; and

WHEREAS, on June 12, 2015, the City of Detroit and the Great Lakes Water Authority executed two 40-year lease agreements regarding (1) the operation and management of the Detroit water supply system ("Water Lease") and (2) the operation and management of the Detroit sewage disposal system; and

WHEREAS, Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease, the City of Detroit assigned and the Great Lakes Water Authority assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations under the wholesale customer water contracts without any impairment to said contracts; and

WHEREAS, Article III of the Water Lease provides that the effective date of the Water Lease is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of the wholesale water customers to the assignment of their 30-year water service contracts to the Great Lakes Water Authority pursuant to Section 3.2(j) of the Water Lease; and

WHEREAS, pursuant to the Water Lease, and as provided in Article 13 of the Water Service Contract, the City of Detroit has presented an Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and this community for the assignment of the Water Service Contract with the City of Detroit Water and Sewerage Department to the Great Lakes Water Authority with a request for approval; and

WHEREAS, this Honorable Body finds it is in the best interests of this community to consent to the assignment of the Water Service Contract to the Great Lakes Water Authority;

NOW THEREFORE BE IT RESOLVED, that the attached Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority, and the City of Farmington is approved; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution and the executed Agreement to Assign Wholesale Customer Water Service Contract be returned to the City of Detroit Water and Sewerage Department within seven (7) days of the date of this Resolution.

AYES:  
NAYS:  
ABSTENTIONS:

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

I, SUE HALBERSTADT, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 2015, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
SUE HALBERSTADT  
Clerk, City of Farmington

Agreement to Assign Wholesale Customer Water Service Contract

This Agreement to Assign Wholesale Customer Water Service Contract (“Agreement”) is entered into by and between the City of Detroit Water and Sewerage Department, a Michigan municipal corporation (“Detroit”), and the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955 (“GLWA”), and the **City of Farmington**, a Michigan municipal corporation (“Customer”) (collectively, the “Parties”), and states as follows:

Recitals

A. Detroit and Customer entered into a water service contract dated \_\_\_\_\_, 2015, as subsequently amended (“Contract”), which is fully incorporated by reference; and

B. On June 12, 2015, Detroit and the GLWA entered into a lease agreement whereby the GLWA was conveyed, amongst other items, a leasehold interest in all Detroit water facilities (“Water Lease Agreement”); and

C. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease Agreement, Detroit has assigned and the GLWA has assumed all of Detroit’s rights, duties, liabilities, responsibilities and obligations (collectively, “Rights and Obligations”) under the Contract without any impairment to the Contract; and

D. Article III of the Water Lease Agreement provides that the effective date of the Water Lease Agreement is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of Customer to the assignment of its Contract to the GLWA as provided in Section 3.2(j); and

E. The Parties intend to achieve a novation of the Contract by the substitution of the GLWA for Detroit with respect to all rights and Obligations under the Contract; and

Accordingly, in consideration for Detroit’s agreement to assign its Rights and Obligations under the Contract, and the GLWA’s agreement to assume those Rights and Obligations, and the Customer’s agreement to accept this substitution, the Parties agree as follows:

1. The GLWA shall be assigned Detroit’s Rights and Obligations under the Contract as of the date upon which the conditions precedent to the Water Lease Agreement have been met, which date shall be the effective date of the novation and of this Agreement (“Effective Date”). All terms and conditions of this Agreement shall take effect only upon the Effective Date. In the event that the conditions precedent necessary to effectuate the Water Lease Agreement are not met, then this Agreement shall become null and void and shall have no legal effect.

2. The Rights and Obligations of Detroit under the Contract shall be extinguished and Detroit waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contract and shall not be permitted to bring any such claims against Customer. Any claim brought in violation of this Agreement shall be controlled by the terms of the Water Lease Agreement.

3. The GLWA shall be bound by and perform the Contract in accordance with the terms and conditions of the Contract. The GLWA assumes all Rights and Obligations of, and all claims against, Detroit under the Contract as if the GLWA were the original party to the Contract. The GLWA ratifies all previous actions taken by Detroit with respect to the Contract, with the same force and effect as if the action had been taken by the GLWA.

4. The Customer recognizes the GLWA as Detroit's successor in interest in and to the Contract and that the GLWA is entitled to all rights, titles and interests of Detroit in and to the Contract as if the GLWA were the original party to the Contract.

5. All terms, conditions, and covenants of the Contract shall remain in full force and effect, and the GLWA shall fulfill all such terms, conditions and covenants.

6. This Agreement and all actions arising under it shall be governed by the law of the State of Michigan.

7. This Agreement may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed an original.

In Witness Whereof, the Parties, by their duly authorized officers and representatives, indicate their concurrence with the terms and conditions of this Agreement:

**City of Detroit, Water and Sewerage Department:**

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Director

**Great Lakes Water Authority:**

APPROVED BY GLWA  
BOARD OF DIRECTORS ON:

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Interim Chief Executive Officer

\_\_\_\_\_  
Date

**City of Farmington:**

By: \_\_\_\_\_  
William Galvin  
Its: Mayor

By: \_\_\_\_\_  
Susan K. Halberstadt  
Its: City Clerk

APPROVED BY  
CUSTOMER CITY COUNCIL ON:

\_\_\_\_\_  
Date

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
July 20, 2015

**Reference  
Number  
(ID # 1939)**
**Submitted by:** David Murphy, City Manager

**Description:** Halloween Fun Fest Date Change

**Requested Action:**

Approved amended date for 2015 Halloween Fun Fest

**Background:**

The Halloween Fun Fest is Downtown Farmington's annual trick or treat event. It is exclusively planned and executed by the staff at Focal Point Studio. Council had previously approved the event to take place on Saturday, October 24, but Focal Point would like to amend the date and host it on October 31 so that it coincides with the Haunted Farmers Market.

**Agenda Review**
**Review:**

David M. Murphy    Pending

City Manager        Pending

City Council Pending    07/20/2015 7:00 PM

To: Farmington City Council

From: Michele Jakacki, Focal Point Studio  
Organizer of the Halloween Fun Day

Re: Changing the date of the Downtown Farmington Halloween Fun Day

As of June 20, 2015, we have decided to change the date from October 24 to October 31 so we can collaborate with the Farmers Market in hosting multiple activities for that day.

We originally thought October 31st would be too busy a day for many parents but after several discussions we agreed the younger children are the ones who enjoy it most because the activities are early in the day.

We hope you will approve this change. Thank you for your time.

Michele Jakacki

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
July 20, 2015

**Reference  
Number  
(ID # 1940)**
**Submitted by:** David Murphy, City Manager

**Description:** Request for Outdoor Special Event (Susan G. Komen Michigan 3-Day for the Cure)

**Requested Action:**

Move to approve outdoor special event request for the Susan G. Komen Michigan 3-day Fundraising Walk scheduled for Friday, August 7, 2015.

**Background:**

The City received a special event request from Melissa Van Pelt, Event Planning Manager for The Susan G. Komen Breast Michigan 3-day walk. As part of their fundraising efforts, they are requesting approval to incorporate Farmington as part of their three day walk-a-thon - this is an annual event. They will walk through Farmington on Friday, August 7, 2015. It is anticipated that they will begin at approximately 7 a.m. and will be completed by 5 p.m. Their walking will be restricted to City sidewalks.

As part of their walk, they have also reserved the Pavilion at Shiawasee Park as a pit stop area from 7 a.m. - 3 p.m.

The route through Farmington is identified on the attached schedule.

**Agenda Review**
**Review:**
**David M. Murphy    Pending**
**City Manager        Pending**
**City Council Pending    07/20/2015 7:00 PM**


City of Farmington General Rules and Regulations

INDEMNIFICATION AGREEMENT

\_\_\_\_\_

The <sup>The Susan G Komen Breast Cancer Foundation, Inc.</sup> d/b/a Susan G Komen agree(s) to defend, indemnify, and hold harmless the City of Farmington, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the Susan G Komen Michigan 3 Day by reason of any damage to property, personal injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Farmington or by third parties, or by the agents, servants, employees or factors of any of them.

Signature  Date: 6-12-15

Witness  Date: 6-12-15

\_\_\_\_\_



# CITY OF FARMINGTON SPECIAL EVENT APPLICATION

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

Sponsoring Organization's  
Legal Name The Susan G. Komen Breast Cancer Foundation, Inc. Phone 773-247-5360 x196  
d/b/a Susan G Komen

Organization Address 5005 LBJ Freeway, Suite 250, Dallas, TX 75244

Organization's Agent Event 360, Inc. c/o Melissa Van Pelt Phone 773-247-5360 x196

Agent's Title Event Production Manager

Agent's Address P.O. Box 152232, Austin, TX 78715-2232

Event Name Susan G Komen Michigan 3 Day

Event Purpose The Susan G Komen 3 Day is a unique event that unites thousands of men and women in the fight against breast cancer. Together, they will raise millions of dollars to fight the disease and walk 60 miles over 3 days to raise awareness.

Event Dates Friday, August 7th, 2015

Event Times 7 a.m. - 5 p.m.

Event Location \_\_\_\_\_

A 20 mile route on Friday, August 7th, 2015. Participants will be walking at approximately 7 am from the Suburban Collection Showplace in Novi. Entering Farmington Hills on 9 mile and walking north on Drake Rd. to the City of Farmington. Walkers will be utilizing sidewalks and obeying the rules of the road using crosswalks. No road closures necessary. A participant rest stop will be held at Drake Park as well as a lunch stop at Shiawassee Park (parking lot and grass field off Power Rd. and Valley View Circle).

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



City Operated Event  
Other Non-Profit Event



Co-Sponsored Event  
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 1st or 2nd Friday in August  
(i.e., third weekend in July)

Next year's specific dates: Friday, August 5, 2016

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

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

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

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

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

See attached.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

[YES]  [NO]

7. **OTHER REQUESTS:** Upon police review, potential assistance or support with crossing pedestrians at the

following intersections (if necessary): Grand River at Shiawassee Rd., just east of Pickett street. Shiawassee at Power Rd.

Grand River at Farmington Rd.

\_\_\_\_\_  
\_\_\_\_\_

- 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:

6-12-15



**Date**

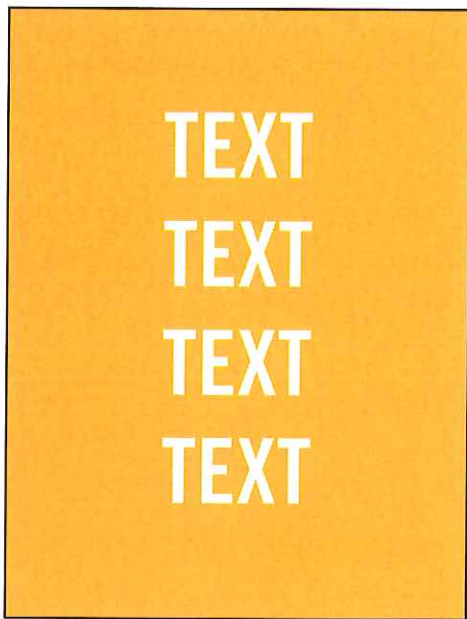
**Signature of Sponsoring Organization's Agent**

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

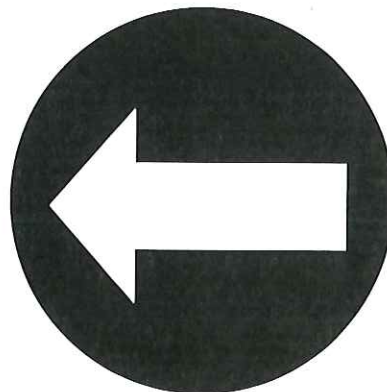
City of Farmington  
 City Manager's Office  
 23600 Liberty St.  
 Farmington, MI 48335

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

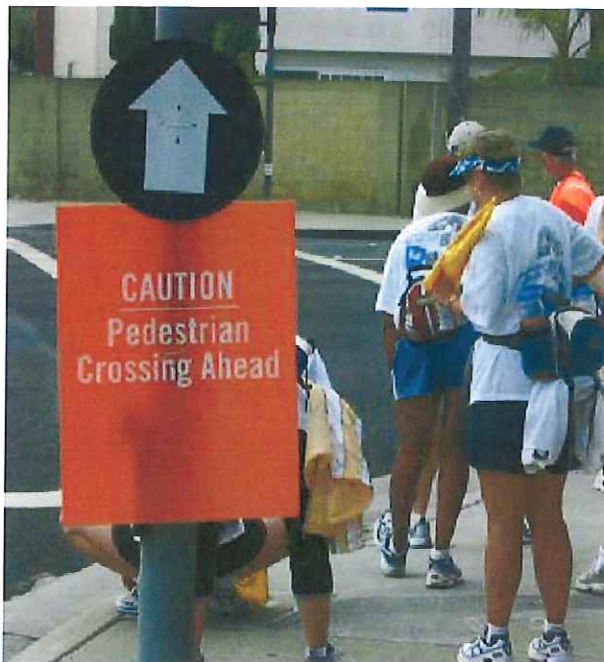
# Route Signage Examples



Directional Signs  
Orange with White Text  
22" x 28"



Directional Arrows  
Black with White Arrow  
16" round





23600 Liberty Street  
 Farmington, Michigan 48335  
 248-474-5500

**PARK RESERVATION PERMIT**

Pavilion  Playscape Gazebo

Park Requested: Shiawassee Park, Parking Lot, Pavilion & Grass area off Power Rd. & Valley View Circle, Farmington, MI

Date Reserved Friday 8/7/15 Time 7AM - 3PM

Group Participants of the Susan G. Komen Michigan 3-Day Group Size Approx. 1,000 over 4 hours

Non-Profit Organization Yes  No  Pavilion Capacity – 100 persons  
 Playscape Gazebo Capacity – 20 persons

Group Representative Melissa Van Pelt Phone No. 773-247-5360 x196

Address P.O. Box 152232, Austin, TX 78715-2232

Event Susan G. Komen Michigan 3-Day

Reservation Confirmed By \_\_\_\_\_ Date \_\_\_\_\_

- Acceptance of this permit acknowledges receipt of Park Rules and Regulations.
- Use of the park, other than for activities that have been specifically provided for by the City, must be approved by the Director of Public Services. Requests can be submitted in writing or by phone as follows:

City of Farmington  
 Department of Public Services  
 33720 W. Nine Mile Road  
 Farmington, Michigan 48335  
 248-473-7250

Signature of Applicant

Permit Fee is Non-refundable.

Original (City) \_\_\_\_\_ Applicant \_\_\_\_\_ Public Safety \_\_\_\_\_ Public Services \_\_\_\_\_



## SUSAN G. KOMEN 3-DAY® INTRODUCTION

### About the Event

The Susan G. Komen 3-Day® is a 60-mile walk for women and men who want to do something huge in the fight to end breast cancer. Participants raise a minimum of \$2,300 and walk an average of 20 miles a day for three consecutive days, educating tens of thousands of people about breast health and raising funds to help support breast cancer research and community outreach programs. With every step, Susan G. Komen® has helped make significant progress in the fight against breast cancer thanks to events like the Komen 3-Day. Seventy-five percent of the net proceeds raised by the 3-Day® help support Komen's Research and Training Grant Program and large public health outreach programs for women and men facing breast cancer. The remaining 25 percent helps fund local community and Affiliate support and outreach programs. Please visit [www.The3Day.org](http://www.The3Day.org) or call 800-996-3DAY for more information. Komen would like to thank presenting sponsor Bank of America and national series sponsor New Balance for their support of our promise to end breast cancer forever and their continued sponsorship of the 2015 3-Day Series.

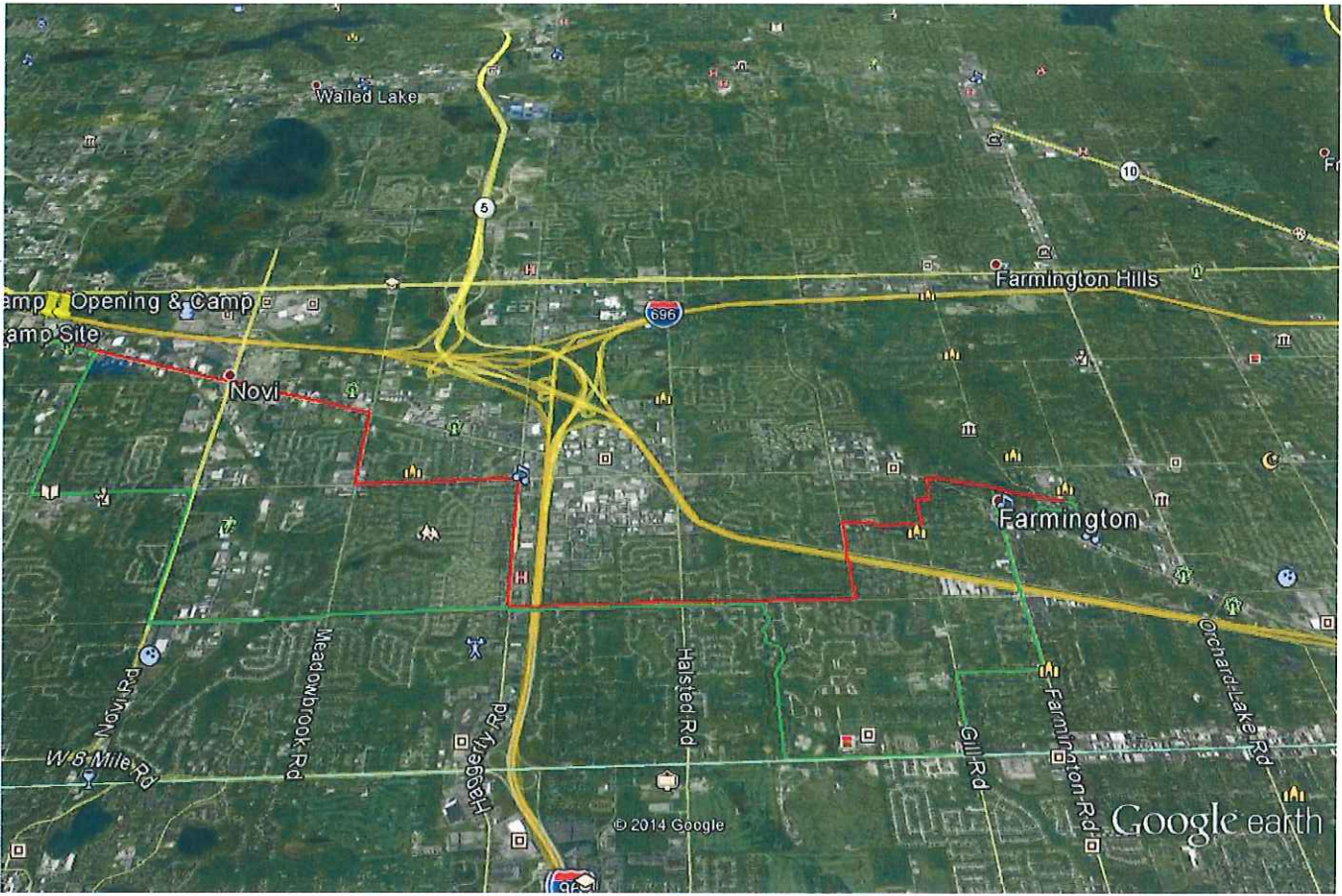
### About the Funds

Seventy-five percent of the net proceeds raised by the Susan G. Komen 3-Day® help support Susan G. Komen®'s Research and Training Grant Program and large public health outreach programs for women and men facing breast cancer. The remaining 25 percent helps fund local community and Affiliate support and outreach programs.

## SUSAN G. KOMEN®

### About the Event Organizer

Susan G. Komen is the world's largest breast cancer organization, funding more breast cancer research than any other nonprofit while providing real-time help to those facing the disease. Since its founding in 1982, Komen has funded more than \$847 million in research and provided almost \$1.8 billion in funding to screening, education, treatment and psychosocial support programs serving millions of people in more than 30 countries worldwide. Komen was founded by Nancy G. Brinker, who promised her sister, Susan G. Komen, that she would end the disease that claimed Suzy's life. Visit [komen.org](http://komen.org) or call 1-877 GO KOMEN. Connect with us on Facebook at [facebook.com/susangkomen](https://facebook.com/susangkomen) and Twitter [@SusanGKomen](https://twitter.com/SusanGKomen).



Google earth





## PIT STOP DESCRIPTION

Pit stops are support areas set up along each day's route for the Susan G. Komen 3-Day® participants. Each stop is operated by event volunteers and staff and is designed to give the walkers a place to rest, re-hydrate, refuel and take care of basic first aid needs.

Generally, a pit stop will have three 15' diameter free-standing (non-staked) tents which will serve water and sports drink, pre-packaged snacks and fresh cut fruit. The pit stop will also host a licensed medical team of volunteers.

Portable toilets are also a part of a pit stop and are typically delivered the evening before use and picked up the evening after they are used. Supplies (a storage container, water, snacks and ice) are dropped off the morning of the event and removed when the site is officially closed.

Vehicles ranging from passenger cars and minivans to a 24' box truck will need access the site and will require on-site parking.

### List of snacks to be provided:

- Bananas (cut in 1/2)
- Bagels (cut in 1/2)
- Oranges (cut in 1/4)
- Baby carrots (pre-packaged)
- Animal crackers (pre-packaged)
- PBJ sandwich (pre-packaged)
- Peanut butter cracker (pre-packaged)
- Potato chips (pre-packaged)
- Pretzels (pre-packaged)
- Granola bar (pre-packaged)
- Cream cheese packets (pre-packaged)
- Peanuts (pre-packaged)
- String cheese (pre-packaged)





Headquarters  
5005 LBJ Freeway, Suite 250, Dallas, TX 75244  
1-877 GO KOMEN  
www.komen.org

Subject: Susan G. Komen 3-Day™ Walks

The purpose of this letter is to introduce Event 360, Inc. to you. Event 360 has been contracted by Susan G. Komen for the Cure® to provide event production services for the Susan G. Komen 3-Day™ event, which is a series of charitable fundraising walks that will be held in communities like yours throughout the United States.

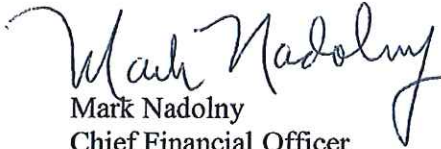
The goal of the 3-Day® event is to raise funds for the continuing fight against breast cancer and to foster awareness about this deadly disease in communities nationwide. The thousands of participants in the 3-Day for the Cure event walk 60 miles over the course of three days, each raising \$2,300 or more to fight breast cancer. 100% of the net proceeds from the 3-Day® benefit Komen and fund innovative global breast cancer research and local community programs supporting education, screening and treatment. In its 30 years, Komen has funded more breast cancer research than any other non-profit organization while providing screenings, treatment assistance and social and financial support to women and families facing the disease. But, there is still much more work to be done. Breast cancer continues to be the leading cancer in women, with 1.6 million women expected to be diagnosed globally this year alone. The 3-Day helps drive leading-edge treatments that are saving lives, and a community that supports women and men facing the disease. For further information about Komen, breast health or breast cancer, please visit [komen.org](http://komen.org) or call 1.877.00 KOMEN. For more information about the 3-Day, please visit [the3Day.org](http://the3Day.org).

I am writing on behalf of Komen to ask for your support as Event 360 works to develop a walking route in your community for the 3-Day. Komen and Event 360 are committed to operating a safe and successful event that will reflect positively on your community, while raising funds and awareness for this worthy cause.

If you would like further information or have questions, please contact Komen's 3-Day Project Manager, Norm Bowling, at 972-701-2144 or [nbowling@komen.org](mailto:nbowling@komen.org).

Thank you for your support and cooperation.

Sincerely,

  
Mark Nadolny  
Chief Financial Officer

Internal Revenue Service  
District Director

Department of the Treasury

Date: NOV 03 1983

Employer Identification Number:  
75-1835298  
Accounting Period Ending:  
June 30  
Form 990 Required:  Yes  No

The Susan G. Komen Foundation, Inc.  
2700 Republic Bank Tower  
Dallas, TX 75201

Person to Contact:  
EO Technical Assistant  
Contact Telephone Number:  
214 757-2728  
EO:7215:MW

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should contact us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than \$10,000\* If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees.

If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



GLENN CAGLE  
DISTRICT DIRECTOR

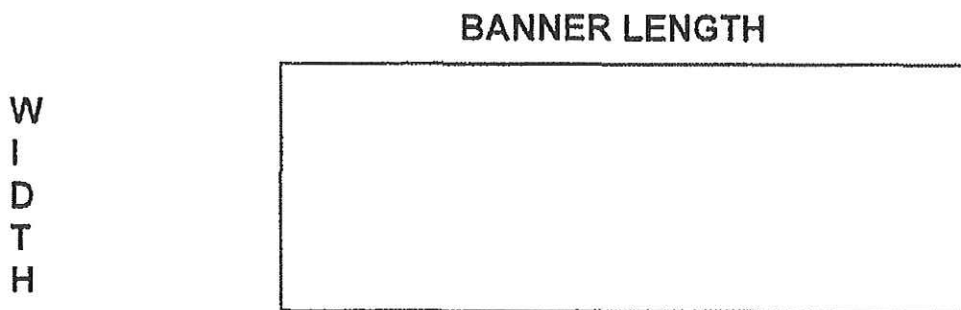
\* For tax years ending on and after December 31, 1982, organizations whose gross receipts are not normally more than \$25,000 are excused from filing Form 990. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990.

Beginning January 1, 1984, unless specifically excepted, you must pay taxes under the Federal Insurance Contributions Act (social security taxes) for each employee who is paid \$100 or more in a calendar year.

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

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

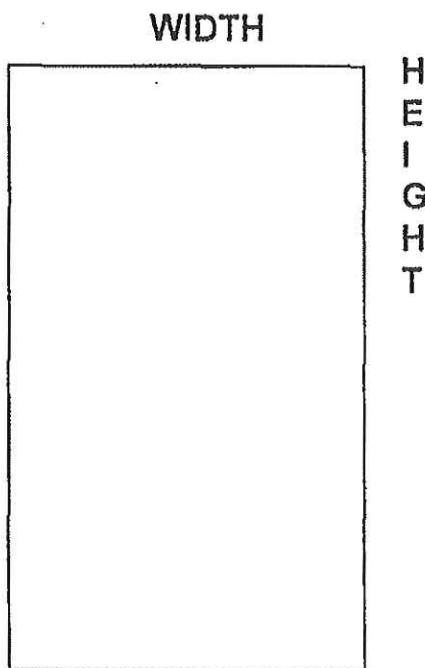
Total square footage of the banner cannot exceed 32 square feet.



Write copy of banner in the box.

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

Stand-up A Frame sign



Write sign copy inside sign area.

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
July 20, 2015

**Reference  
Number  
(ID # 1944)**

**Submitted by:** David Murphy, City Manager

**Description:** Consideration to Approve Road Race Request – August 15, 2015

**Requested Action:**

Move to approve Special Event Request to Hold “Run for the Hills” Road Race to be held on Saturday, August 15, 2015 beginning at 8:30 a.m. in Shiawassee Park.

**Background:**

The City received a request from Mr. Ed Anderson to conduct their annual road race that would begin and end at Shiawassee Park. This is a fund raising event for the Special Olympics of Oakland County and will be the sixth year that it is held in Shiawassee Park. The event is scheduled to have a one mile, 5K, and 10K route. It is scheduled to begin at 8:30 a.m. Saturday, August 15, 2015 and conclude by 10 a.m. The route is the same as in previous years. Most of the route is in Farmington Hills but will have an area that starts and ends within the City of Farmington.

As in the past, the Public Safety Department will have two officers on overtime work with event organizers to assist with route and road crossings.

**Agenda Review**

**Review:**

David M. Murphy    Pending  
City Manager        Pending  
City Council Pending    07/20/2015 7:00 PM

### CITY OF FARMINGTON SPECIAL EVENT APPLICATION

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

Sponsoring Organization's Legal Name ATHLETES GIVING BACK, LLC Phone 248 880 3852

Organization Address PO BOX 341, FARMINGTON, MI 48332

Organization's Agent ED ANDERSON Phone 248 880 3852

Agent's Title OWNER

Agent's Address 30816 MISTY PINES DR. Farmington Hills

Event Name RUN FOR THE HILLS

Event Purpose GENERATE MONIES FOR SPECIAL OLYMPICS OAKLAND COUNTY

Event Dates AUGUST ~~14~~, ~~2014~~ 15, 2015

Event Times 8:30

Event Location SHIAWASSEE PARK

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

- City Operated Event
- Other Non-Profit Event
- Co-Sponsored Event
- 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 (i.e., third weekend in July) 3<sup>rd</sup> SATURDAY IN AUGUST

Next year's specific dates: \_\_\_\_\_

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

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

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

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

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

DIRECTIONAL SIGNS WILL BE USED  
ONLY ON RACE MORNING TO  
DIRECT RUNNERS ON THE RACE COURSE

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

[YES]  [NO]

7. **OTHER REQUESTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

  
 \_\_\_\_\_  
 Date

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

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

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



City of Farmington General Rules and Regulations

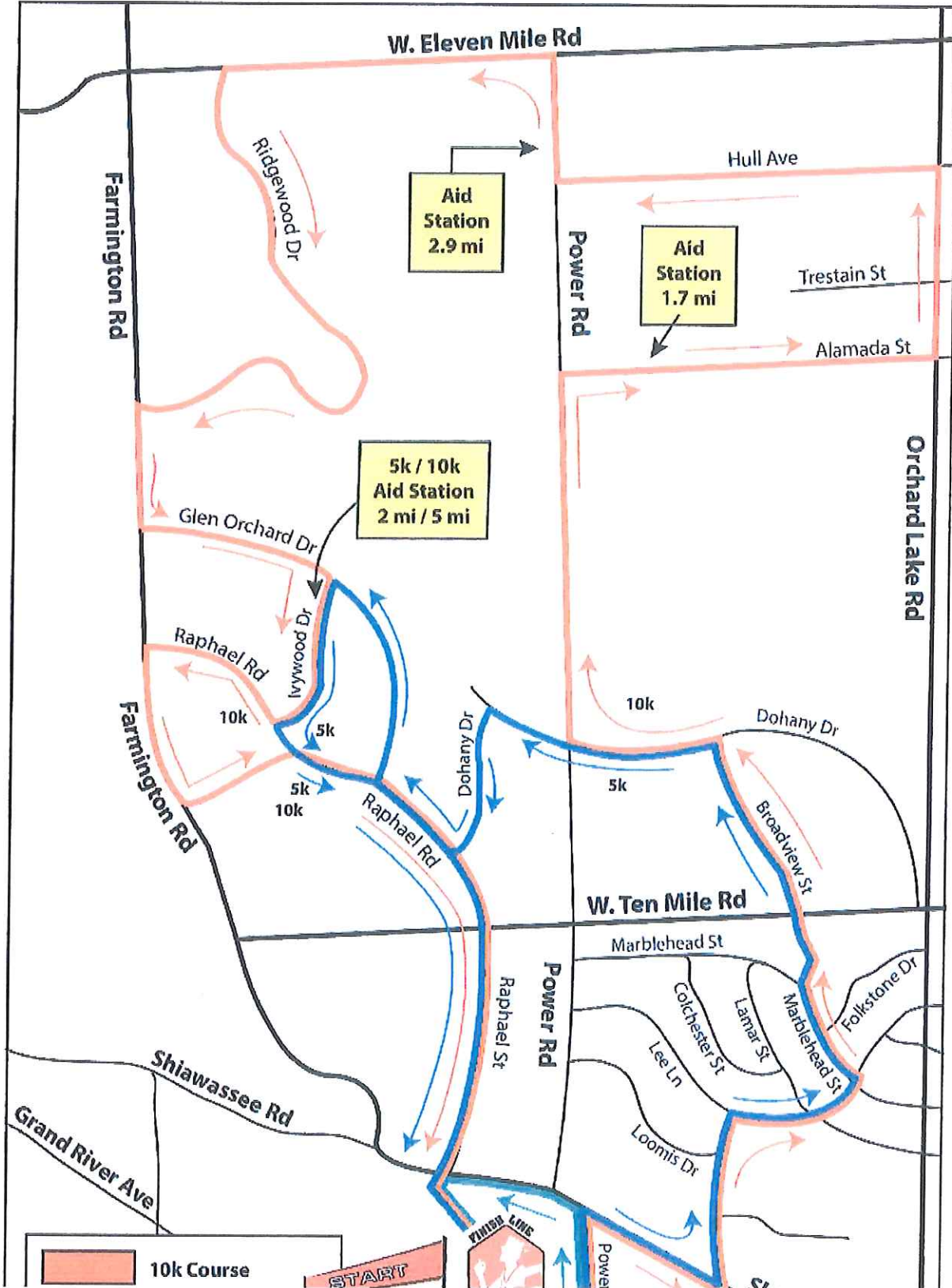
INDEMNIFICATION AGREEMENT

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

Signature [Signature] Date: 5/6/2014

Witness \_\_\_\_\_ Date: 7/13/2015

# Run for the Hills



**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
July 20, 2015

**Reference  
Number  
(ID # 1931)**

**Submitted by:** Frank Demers, Director of Public Safety

**Description:** Public Safety Monthly Report

**Requested Action:**

Approve Farmington Public Safety Monthly

**Background:**

See attachment

**Agenda Review**

**Review:**

Frank Demers      Completed    07/07/2015 10:44 AM

City Manager      Pending

City Council Pending      07/20/2015 7:00 PM



City of  
**FARMINGTON** Michigan

www.farmingtonpublicsafety.com

**FARMINGTON PUBLIC SAFETY DEPARTMENT**

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

## **MONTHLY REPORT** **JUNE 2015**

### **Suspicious Circumstance**

On June 1<sup>st</sup> at 10:29 am, the son of a Hamlin Ct. resident came into this department to report that while cleaning out the home of his WWII veteran father, he came across a WWII era mortar. The MSP Bomb Squad was called out to the home and took possession of the mortar to be disposed of at their facility.

### **Drove While License Suspended**

On June 1<sup>st</sup> at 9:55 PM an officer stopped a vehicle on Grand River Ave near Wilmarth for defective taillights and a loud muffler. It was determined that the driver had a suspended driver's license and two warrants out for his arrest. The driver was arrested and lodged in the Farmington Jail until he could post bond.

### **Assist Other Police Agency**

On June 2<sup>nd</sup> at 2:22 AM a Farmington Hills Police officer requested back up on a traffic stop on M5 near Halsted. A Farmington officer was in the area and responded. The FHPD officer was conducting a search of a vehicle. During a conversation with the driver, she confessed to the Farmington officer to possessing Heroin and Crack Cocaine. The female was arrested by FHPD and transported to their station.

### **Fire Run-Fuel Spill**

On June 3<sup>rd</sup> at 11:54 a.m. officers were dispatched to the Downtown Center in front of Tina's Coney Island for a vehicle leaking fuel. Upon arrival, the owner of the vehicle stated she just fueled up at the gas station and her vehicle started leaking fuel. The vehicle had a small puddle of fuel underneath it which was contained. The vehicle was impounded/towed due to being a hazard and the fuel was contained and disposed of properly.

### **Fraudulent Procurement of a Narcotic Prescription**

On June 3<sup>rd</sup> officers were dispatched to the 23300 block of Farmington Rd on a report of two males attempting to pass a fraudulent prescription at a pharmacy. Upon arrival, the males were located exiting the pharmacy and were taken into custody for Fraudulent Procurement of a Narcotic Prescription.

**Drove While License Suspended**

On June 3<sup>rd</sup> at 7:24 PM an officer on patrol stopped a vehicle in the area of Grand River Ave and Orchard Lake for an obstructed vision violation. Further investigation revealed that the driver had a suspended driver's license and a warrant for her arrest out of another police agency. The woman was arrested for driving on the suspended license and was housed at the Farmington Jail.

**Neighbor Trouble**

On June 3<sup>rd</sup> at approximately 7:36 PM a Sergeant was dispatched to a condominium complex on the 32000 block of Grand River Ave for a report of a neighbor trouble. Upon arrival the complainant advised that she had noticed several of her house plants missing from the building's common hallway and that a wall decoration had been torn down. The woman suspects that it is one of her neighbors and wanted the incident documented in case further incidents occur.

**Possession of Marijuana**

On June 3<sup>rd</sup> at approximately 9:40 PM an officer on patrol stopped a vehicle in the area of Grand River Ave and Orchard Lake for an equipment violation. Upon interviewing the occupants of the vehicle, the officer noted an odor of marijuana emitting from inside the car. The officer inquired into the odor and the front seat passenger admitted to being in possession of a marijuana "roach" (cigarette). The officer conducted a search of the vehicle and located 4 baggies of marijuana totaling 12.3 grams. The man was arrested for being in possession of marijuana and was released from jail with a citation.

**Larceny from Auto**

On June 4<sup>th</sup> at 7:00 a.m. officers were dispatched to the 23000 block of Orchard Lake Rd on a Larceny from Auto report. Upon arrival, the vehicle owner stated that he parked his vehicle in his driveway the night before, and when he came out to his vehicle today he noticed the vehicle hitch missing. The vehicle owner stated upon further investigation, he noticed that several construction tools were missing from the back pick-up bed of the vehicle. No suspects were seen in the area. The case was forwarded to DB for further investigation.

**Drove While License Suspended**

On June 4<sup>th</sup> at 9:49 PM an officer on patrol stopped a vehicle in the area of Farmington Rd and Eight Mile for an equipment violation. Further investigation revealed that the driver had a suspended license and 4 warrants for his arrest out of other police agencies. The man was arrested for driving on the suspended license and was housed at the Farmington Jail.

**Suspicious Persons**

On June 5<sup>th</sup> at 7:06 a.m. officers were alerted by a DPW employee about a man who has been sleeping in the restroom of the Riley Park Pavilion. The DPW worker advised that the man was now walking E/B on Grand River. Officers made contact with the homeless man and advised him to refrain from sleeping in the restroom in the future.

**Trespassing**

On June 5<sup>th</sup>, a resident of the 32000 block of Cloverdale came into this department to advise that she and her son have been having unwanted contact from the boy's grandmother. An officer made contact with the grandmother and advised her to have no further contact or she could be charged with trespassing.

**Operating While Intoxicated**

On June 5<sup>th</sup> at 1:21 AM a Commander on patrol stopped a vehicle in the area of Orchard Lake and Nine Mile for speeding and improper lane use. Upon interviewing the driver the Commander noted that the driver was exhibiting signs of intoxication. The driver failed several sobriety exams and was arrested for operating while intoxicated. The man was transported to the Farmington Jail where he submitted to a Datamaster breath test with a result of a .09 BAC. The man was held at the Jail until sober and was released with a citation.

**Larceny in a Building**

On June 6<sup>th</sup> at 10:16 am, officers were conducting an apartment watch in the 36000 block of Grand River when a resident approached and advised that his RC airplane and remote had been stolen from his storage unit. The man showed officers how the suspect(s) had tampered with the locking mechanism of his storage unit in order to steal the plane which was estimated to cost \$1,000. There are no suspects in this matter.

**Art on the Grand**

On June 7<sup>th</sup> & 8<sup>th</sup>, the City of Farmington hosted the annual event Art on the Grand where several artisans set up shop on the closed stretch of Grand River between Farmington Rd. and Grove.

**Attempt Breaking and Entering**

On June 7<sup>th</sup> at 8:15 PM officers were dispatched to the 23000 block of Drake Rd for the report of a breaking and entering. The incident occurred sometime between 5pm and 8pm the same day. An unknown subject(s) used a prying tool to force open the front door. It appears as though the home's alarm system may have scared off the suspects. Nothing was taken from the home. The case has been turned over to the detective bureau.

**Harassing Communications 15-4950**

On June 8<sup>th</sup> officers were dispatched to a business in the 34000 block of Grand River Ave on a report of threatening messages being posted on a Facebook page involving two employees. Upon arrival, the victim in the case stated she had been having issues with another employee regarding work assignments. The victim stated she was notified by a relative that one of her co-workers posted a threatening message on the wall of his Facebook page. The suspect in the case was interviewed and denied posting the message. This department is working with the management on the investigation.

**Assault and Battery 15-4980**

On June 9<sup>th</sup> officers were dispatched to the 22900 block of Warner St on a report of two males who had been involved in a physical altercation. Upon arrival, the males were

located and both stated that their argument was mutual and stemmed from work being done on a residence. Both parties refused to press charges against one another for the altercation, and stated that incident was over.

#### **Vehicle Break Ins**

On June 11<sup>th</sup> more than 20 unlocked vehicles in the Oaks and Meadows subdivisions had been rummaged through sometime overnight. Some vehicles were merely ransacked while others had items stolen. One of the resident's surveillance system captured video of the suspect and the matter has been turned over to the detective bureau. Residents are reminded to lock their vehicles and keep valuables out of sight.

#### **Home Invasion 15-5077**

On June 12<sup>th</sup> officers were dispatched to a residence in the 23200 block of Floral St on a Home Invasion just discovered. Upon arrival, the victim stated he had left his residence for approximately 20 minutes to go get cigarettes at a local gas station and when he returned he noticed his front door ajar. The victim stated he checked the residence and found he had two guns missing from his bedroom. No other rooms were disturbed and nothing else was missing from the residence. Case was forwarded to the detective bureau for further investigation.

#### **Assist other Government Agency 15-5136**

On June 14<sup>th</sup> officers were dispatched to the area of M-5 and Grand River Ave to assist Farmington Hills PD & FD on a report of wires down across the expressway. Upon arrival, officer assisted with traffic control while DTE repaired wires spanning across M-5.

#### **DWLS**

On June 15<sup>th</sup> at 9:27 am, an officer was running stationary radar in the area of Grand River / Brookdale as there was an active construction zone. A vehicle was stopped for travelling 50/35 zone and the driver was subsequently arrested for having a suspended driver's license as well as an active warrant out of another department. The driver was issued a citation for DWLS, Speeding and No Proof of Insurance. The driver was then transported to this PD where she was booked and housed until the arrival of bond.

#### **Malicious Mischief**

On June 15<sup>th</sup> at 1:18 p.m. an officer responded to the 23000 block of Lilac for the report of an 'egging'. The resident advised that sometime over night, unknown suspect(s) threw eggs that struck her vehicle and her home. The egg was washed off and caused no damage.

#### **Trespassing**

On June 15<sup>th</sup> at 7:14 PM, officers were dispatched to the 21000 block of Farmington Rd for the report of a former tenant who was in violation of a no trespass order. Officers arrived and located the subject on the property. He had been served with a no trespass order earlier in the shift by this department. The subject was arrested and transported to the Farmington jail.

**Open Intoxicants in a Motor Vehicle**

On June 15<sup>th</sup> at 9:16 PM an officer stopped a vehicle for speeding on Grand River, 49MPH in a 35MPH zone. Upon contacting the driver, the officer observed a 6 pack of beer on the passenger side floor, with one missing. The officer asked the driver where the 6<sup>th</sup> beer was. The driver handed the officer an open beer which was about half full. The driver was cited for open intoxicants in a motor vehicle, the beer was dumped out, and the driver was released.

**Marijuana and Warrants**

On June 16<sup>th</sup> at 9:33 PM an officer stopped a vehicle on Grand River near Pickett for having a burned out headlight and brake light. The officer made contact with the occupants and obtained ID from both. The male passenger had multiple warrants for his arrest. While he was being detained, officers noted the odor of Marijuana on his person. The subject stated that he had smoked some Marijuana earlier and that there were two more small baggies located inside the car. The officers located the marijuana and the subject was arrested, and lodged in the Farmington Jail.

**Possession of a Switch Blade**

On June 17<sup>th</sup> at 2:31 AM an officer observed a suspicious vehicle traveling very slowly on Grand River near Halsted. The vehicle pulled into a parking lot and turned off its head lights. A female passenger exited the car and ran into the Muirwood Apartment Complex. The vehicle then slowly left the area. The officer stopped the vehicle and made contact with the driver. The officer asked the driver if he was in possession of any weapons. The driver stated that he had a switch blade in the center arm rest. The driver was removed and the switch blade was recovered. It was learned that the two were on a date and she (20 year old) had sneaked out of the house to see him. The driver was cited for possession of a switch blade and released.

**Warrant Other Jurisdiction**

On June 17<sup>th</sup> at approximately 11:56 PM an officer on patrol stopped a vehicle for a traffic violation in the area of Grand River and Farmington Rd. Further investigation revealed that both the driver and the passenger had warrants for their arrests out of other police jurisdictions. Those agencies were contacted reference the warrants but they were unable to pick up the occupants of the vehicle. Both subjects were advised of their warrants and released.

**DWLS**

On June 19<sup>th</sup> at approximately 8:36 AM, an officer stopped a vehicle that had a broken tail light. Upon running the driver's information through LEIN/SOS it was revealed that she had 35 current suspensions, no license since 1994 and 18 outstanding warrants from 5 different agencies. The driver was issued a citation for DWLS and a broken tail light. The driver was then transported to this PD where she was booked and housed until the arrival of bond.

**Larceny**

On June 19<sup>th</sup>, a report was made at the front desk regarding a purse that had been stolen the prior night while the owner was attending a swing dance event at the



Sundquist Pavilion. Several of the contents of the purse were located by a resident out for a walk the next day but there are no suspects in this matter.

#### **Lost Property**

On June 19<sup>th</sup> at 12:00 PM, a resident came in to the front desk to report that while shopping in the area of Farmington / 9 Mile, she lost her wallet. The resident feels that her wallet was possibly stolen but could not be sure. The resident was advised to cancel all credit cards and bank account numbers that may have been in the wallet.

#### **Larceny in a Building**

On June 19<sup>th</sup> at 2:28 PM, an employee of a business in the 33000 block of Grand River advised that someone had stolen her wallet from her purse which was behind the sales counter. The wallet contained \$200 cash, along with her driver's license, credit cards, health card and misc. other cards. Later that night the woman was contacted by OnStar who put her in touch with a man who had found her wallet. The woman recovered everything but the cash. There are no suspects in this matter.

#### **Possession of Marijuana**

On June 19<sup>th</sup> at approximately 12:19 AM an officer on patrol stopped a vehicle in the area of Grand River and Drake after a routine license plate check showed that the registered owner had a felony warrant for his arrest out of California for possession of a firearm. Further investigation revealed that the driver was the registered owner and that there was an odor of marijuana emitting from inside the vehicle. The driver admitted to being in possession of marijuana and a vehicle search revealed 27 grams of marijuana inside a ziplock baggie. The man was arrested for possession of marijuana and housed at the Farmington Jail.

#### **Assist Livonia Police with the Arrest of a Felonious Assault Suspect**

On June 19<sup>th</sup> at 10:37 PM, officers were dispatched to the 21000 block of Laurelwood to attempt to locate and arrest a subject for Livonia Police. The suspect had assaulted three people with a metal pipe and fled the scene. The subject was not at the residence. Having prior experience with the subject, officers responded to a bar on 8 Mile Rd. With the assistance of Farmington Hills Police, the suspect was located at the bar and taken into custody without incident.

#### **Never Acquired Operators License**

On June 20<sup>th</sup> at 8:17 AM, an officer stopped a vehicle for speeding 47/25 zone on Shiawassee near Orchard Lake. The driver was unable to provide any license or vehicle paperwork so the officer obtained his information verbally and ran same through LEIN/SOS. Upon its return it was revealed that driver had not acquired a driver license yet. The man was arrested and cited for Never Acquired and Speeding. He was then transported to this department for booking procedures and then released with a date to appear in court.

#### **DWLS**

On June 20<sup>th</sup> at 10:08 AM, officers were investigating a traffic crash that occurred in the area of Grand River/Power. While investigating it was revealed that one of the drivers

had two current suspensions on his license. The man was subsequently arrested and cited for DWLS. He was then transported to this department for booking procedures and then released with a date to appear in court.

#### **Commercial Building Fire**

On June 20<sup>th</sup> at 11:16 AM, officers and Engine 3 responded to a restaurant in the 20000 block of Farmington Rd. for a kitchen fire. While en route dispatch advised that employees had extinguished the fire. Upon arrival it was confirmed that the fire was out and the business was closed until a fire clean up company could respond and the kitchen could be cleaned up.

#### **Citizen Assist**

On June 20<sup>th</sup> at 2:08 pm, officers responded to an animal grooming business in the 34000 block of Grand River for the report of a dog with its paw stuck in a tub drain. After several different attempts, the dogs paw was finally freed by officers.

#### **Operating While Intoxicated and Possession of a Stun Gun**

On June 20<sup>th</sup>, 2015 at 02:51 AM, an officer stopped a vehicle on Grand River at Wilmarth for weaving back and forth. The officer made contact with the driver and detected the odor of intoxicants on her breath. The officer administered field sobriety tests which she failed. The driver had a preliminary breath test of .12%. The driver was arrested and lodged in the Farmington Jail until she could post bond. The male passenger was also intoxicated. Officers asked the passenger if he would like a ride to the police station. The passenger stated yes. Officers asked the passenger if he had any weapons on him. The passenger stated that he had a stun gun in his front pocket. The stun gun was seized and the passenger was arrested and lodged in the Farmington Jail.

#### **MINOR HAVING CONSUMED INTOXICANTS**

On June 23<sup>rd</sup> at approximately 12:57 AM a Commander was on patrol in the Meadow's Subdivision when he observed two male teens hiding behind a car with a gasoline can. The Commander confronted the teens and noted that both exhibited signs of intoxication. The teens advised that they were at a party drinking when one of their friends drove them home in the car that they were hiding behind. The vehicle ran out of gas on Tall Oaks so the friend got picked up by a relative and left the car parked. The two teens decided to gas the car up as a favor to their friend, but hid when they saw the police car because they knew they had been drinking. Both teens were cited for having consumed alcohol and were released to a parent with a citation.

#### **IDENTITY THEFT**

On June 23<sup>rd</sup> a Cass Ct resident came into the police department to report that she was the victim of an identity theft. The woman reported that an unknown person had opened 3 Verizon Wireless accounts in her name as well as a Comcast Cable account for a home in Beverly Hills. The case was forwarded to the Detective Bureau for further investigation.

**LARCENY IN A BUILDING**

On June 23<sup>rd</sup> at approximately 4:36 PM an Officer took a report of a larceny at a nursing home at the 34000 block of Grand River Ave. The officer learned from nursing staff that a patient's DVD player and DVDs were missing from the patient's room. There are no suspects in this incident.

**DISTURBING THE PEACE**

On June 23<sup>rd</sup> at approximately 7:06 PM an Officer was dispatched to the Flanders subdivision for a report of construction after hours. Upon arrival the officer noted that a construction crew was still working on a housing development in violation of city ordinance. The construction crew was advised regarding the ordinance and they stopped working. The management company was also informed of the city ordinance prohibiting construction work between 6 PM and 7 AM.

**RECKLESS DRIVING**

On June 23<sup>rd</sup> at approximately 6:10 PM officers and Engine 3 were dispatched to a motor vehicle accident where the at-fault vehicle had struck an electrical pole, causing the electrical transformers to blow. Upon arrival Officers learned that the driver of the vehicle had been driving at a reckless speed and manner, causing him to fish-tail several times and crash into the electrical pole. DTE Energy responded to the scene and was able to restore power to the area. The driver was cited for reckless driving.

**MISDEMEANOR WARRANT OTHER JURISDICTION**

On June 23<sup>rd</sup> at approximately 11:46 PM a Sergeant on patrol stopped a vehicle on Drake Rd for speeding. Further investigation revealed that the driver had a warrant for his arrest for possession of Marijuana out of Adrian, MI. The man posted bond on the warrant and was released on scene.

**MDOP**

On June 25<sup>th</sup> at 1:15 pm, an officer responded to the 35000 block of Heritage Ln. for a malicious destruction of property report. The resident advised that he heard a noise at 4:30 am but did not investigate at the time. He later found what looked to be a footprint on his door as if somebody kicked the door. There are no suspects in this matter and the footprint was of no evidentiary value.

**DROVE WHILE LICENSE SUSPENDED**

On June 26<sup>th</sup> at approximately 10:50 PM an officer on patrol stopped a vehicle for an equipment violation in the area of Grand River and Orchard Lake Rd. Further investigation revealed that the driver had three suspensions on his driver license. The man was arrested for driving on the suspended license and booked at the Farmington Jail. The man was released with a citation.

**DUMPSTER FIRE**

On June 26<sup>th</sup> at approximately 11:52 PM officers and Engine 3 were dispatched to Longacre Elementary for a report of a dumpster fire. Upon arrival officers noted that the

paper recycling bin was smoking. Officers extinguished the fire and learned from the complainants that they had heard what sounded like firecrackers coming from inside the bin and then observed smoke coming from it. The complainants did not see anyone near the bin when they observed the fire.

#### **WIRES DOWN**

On June 26<sup>th</sup> officers handled 5 electrical wires down reports throughout the city due to the high winds.

#### **ACCIDENTAL PROPERTY DAMAGE**

On June 27<sup>th</sup> at approximately 7:36 PM an officer was dispatched to a residence on Violet St for a report of a tree on top of a minivan. Upon arrival the officer learned that high winds had caused a large tree limb to separate from the tree, falling on top of the complainant's minivan. A report was taken documenting the damage.

#### **OPERATE WHILE INTOXICATED**

On June 28<sup>th</sup> at approximately 2:35 AM an officer on patrol stopped a vehicle on Freedom Rd near Gill for almost causing an accident with another vehicle and swerving in its lane. Further investigation revealed that the driver exhibited signs of extreme intoxication. The driver failed several sobriety exams and refused to take a preliminary breath test. The woman was arrested for OWI and was transported to the Farmington Jail. The driver refused to take the Datamaster Breath Test so a warrant was obtained for her blood. The woman was housed at the Farmington Jail until sober.

#### **DROVE WHILE LICENSE SUSPENDED**

On June 28<sup>th</sup> at approximately 9:28 AM a Commander on patrol stopped a vehicle in the area of Freedom and Farmington for speeding. Further investigation revealed that the driver had a suspended license. The driver was arrested for driving on the suspended license and was booked at the Farmington Jail.

#### **ASSIST OTHER GOVERNMENT AGENCY**

On June 28<sup>th</sup> at approximately 11AM officers assisted the Michigan Department of Corrections with guarding a prisoner as the prisoner attended a relative's funeral.

#### **MINOR IN POSSESSION OF ALCOHOL**

On June 30<sup>th</sup> at 02:57 am while investigating a B/E Alarm in the 32000 block of Grand River Ave., Officer(s) located a vehicle north of the alarm location. Officer(s) made contact with four subject(s) and an investigation determined that two minor subject(s) were in possession of alcohol by possession/consumption and issued citations.

#### **ASSIST OTHER POLICE AGENCY**

On June 30<sup>th</sup> at approximately 9:31AM a Farmington Public Safety Officer assisted a Farmington Hills Police Officer in taking a subject into custody in the area of Grand River and Purdue.

**NEVER ACQUIRED DRIVER'S LICENSE**

On June 30<sup>th</sup> at approximately 10:40AM a Sergeant on patrol stopped a vehicle in the area of Drake and Tall Pine for speeding. Further investigation revealed that the driver did not have a driver's license. The driver was arrested for driving without ever having a license and was booked at the Farmington Jail. The driver was released with a citation.

**STOLEN MOTORCYCLE**

On June 30<sup>th</sup> at 9:25 pm Officers took a front desk report of a stolen Motorcycle a 2009 Yamaha YZFR1 taken sometime between June 28<sup>th</sup> at 8:15 pm and June 29<sup>th</sup> at 09:00 am. The motorcycle was described to be red/black in color cycle, bearing the Michigan Plate AL152 with the lettering "Mr. Smooth" in red on the front.

For The Month Of June

Classification	Jun/2014	Jun/2015	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%
12000 ROBBERY	0	0	0%
13001 NONAGGRAVATED ASSAULT	0	2	0%
13002 AGGRAVATED/FELONIOUS ASSAULT	1	2	100%
13003 INTIMIDATION/STALKING	1	1	0%
20000 ARSON	0	0	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	1	1	0%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	1	0%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSESNAATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	0	2	0%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	2	8	300%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	0	0	0%
23007 LARCENY -OTHER	1	3	200%
24001 MOTOR VEHICLE THEFT	0	1	0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	0	0	0%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	1	0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	0	0	0%
26003 FRAUD -IMPERSONATION	0	1	0%
26004 FRAUD -WELFARE FRAUD	0	0	0%
26005 FRAUD -WIRE FRAUD	0	0	0%
27000 EMBEZZLEMENT	0	0	0%
28000 STOLEN PROPERTY	0	0	0%
29000 DAMAGE TO PROPERTY	2	2	0%
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	0	0	0%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
30004 ORGANIZED RETAIL FRAUD	0	0	0%

## CLR-008 MONTHLY Summary Of Offenses (FC)

4.F.a

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For The Month Of June

Classification	Jun/2014	Jun/2015	%Change
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	5	5	0%
35002 NARCOTIC EQUIPMENT VIOLATIONS	3	0	-100%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	0	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	2	1	-50%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	0	1	0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
<b>Group A Totals</b>	<b>18</b>	<b>32</b>	<b>77.77%</b>
01000 SOVEREIGNTY	0	0	0%
02000 MILITARY	0	0	0%
03000 IMMIGRATION	0	0	0%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000 ABORTION	0	0	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004 POSSESSION OF BURGLARY TOOLS	0	0	0%
26006 FRAUD -BAD CHECKS	0	0	0%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	1	1	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	0	0	0%
38002 FAMILY -NONSUPPORT	0	0	0%
38003 FAMILY -OTHER	0	0	0%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	2	3	50%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	1	0	-100%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	3	0	-100%
53001 DISORDERLY CONDUCT	0	0	0%
53002 PUBLIC PEACE -OTHER	0	1	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	0	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	11	3	-72.7%
55000 HEALTH AND SAFETY	0	0	0%
56000 CIVIL RIGHTS	0	0	0%

## CLK-000 MONTHLY SUMMARY OF OFFENSES (FC)

4.F.a

Packet Pg. 64

For The Month Of June

Classification	Jun/2014	Jun/2015	%Change
57001 TRESPASS	2	3	50%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	0	0	0%
59000 ELECTION LAWS	0	0	0%
60000 ANTITRUST	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	0	0	0%
73000 MISCELLANEOUS CRIMINAL OFFENSE	5	2	-60%
75000 SOLICITATION	0	0	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
<b>Group B Totals</b>	<b>25</b>	<b>13</b>	<b>-48%</b>
2800 JUVENILE OFFENSES AND COMPLAINTS	5	6	20%
2900 TRAFFIC OFFENSES	24	15	-37.5%
3000 WARRANTS	24	15	-37.5%
3100 TRAFFIC CRASHES	32	26	-18.7%
3200 SICK / INJURY COMPLAINT	75	80	6.666%
3300 MISCELLANEOUS COMPLAINTS	164	181	10.36%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	66	45	-31.8%
3600 SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	39	430	1002.%
3800 ANIMAL COMPLAINTS	17	13	-23.5%
3900 ALARMS	28	47	67.85%
NON-CRIMINAL COMPLAINTS	0	0	0%
<b>Group C Totals</b>	<b>474</b>	<b>858</b>	<b>81.01%</b>
2700 LOCAL ORDINANCES - GENERIC	0	0	0%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	-100%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	0	0	0%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%
4400 WATERCRAFT CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	61	49	-19.6%
4600 LIQUOR CITATIONS / SUMMONS	0	0	0%
4700 COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800 LOCAL ORDINANCE WARNINGS	0	0	0%
4900 TRAFFIC WARNINGS	0	0	0%
TRAFFIC WARNINGS	0	0	0%
MISCELLANEOUS A THROUGH UUUU	0	0	0%
<b>Group D Totals</b>	<b>62</b>	<b>49</b>	<b>-20.9%</b>
5000 FIRE CLASSIFICATIONS	15	9	-40%
5100 18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%
FIRE CLASSIFICATIONS	0	0	0%



<b>Group E Totals</b>		15	9	-40%
6000	MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
6100	MISCELLANEOUS ACTIVITIES (6100)	0	0	0%
6200	ARREST ASSIST	0	0	0%
6300	CANINE ACTIVITIES	0	0	0%
6500	CRIME PREVENTION ACTIVITIES	0	0	0%
6600	COURT / WARRANT ACTIVITIES	0	0	0%
6700	INVESTIGATIVE ACTIVITIES	0	0	0%
	MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
	CANINE ACTIVITIES	0	0	0%
	COURT / WARRANT ACTIVITIES	0	0	0%
	INVESTIGATIVE ACTIVITIES	0	0	0%
<b>Group F Totals</b>		0	0	0%
<b>Totals for all Groups</b>		594	961	61.78%

Year To Date Through June

Classification	2014	2015	%Change
<b>Group F Totals</b>	<b>0</b>	<b>0</b>	<b>0%</b>
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	0	0%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	0	-100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	0	0%
12000 ROBBERY	1	1	0%
13001 NONAGGRAVATED ASSAULT	19	16	-15.7%
13002 AGGRAVATED/FELONIOUS ASSAULT	3	2	-33.3%
13003 INTIMIDATION/STALKING	6	12	100%
20000 ARSON	0	1	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	4	4	0%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	1	0%
23001 LARCENY -POCKETPICKING	0	0	0%
23002 LARCENY -PURSES/NATCHING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	8	9	12.5%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	1	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	6	16	166.6%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	5	400%
23007 LARCENY -OTHER	13	11	-15.3%
24001 MOTOR VEHICLE THEFT	2	3	50%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003 MOTOR VEHICLE FRAUD	0	1	0%
25000 FORGERY/COUNTERFEITING	2	1	-50%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	6	0%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	3	5	66.66%
26003 FRAUD -IMPERSONATION	8	8	0%
26004 FRAUD -WELFARE FRAUD	0	0	0%
26005 FRAUD -WIRE FRAUD	0	1	0%
27000 EMBEZZLEMENT	0	2	0%
28000 STOLEN PROPERTY	2	0	-100%
29000 DAMAGE TO PROPERTY	17	7	-58.8%
30001 RETAIL FRAUD -MISREPRESENTATION	0	0	0%
30002 RETAIL FRAUD -THEFT	1	0	-100%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%

Year To Date Through June

Classification	2014	2015	%Change
30004 ORGANIZED RETAIL FRAUD	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	28	23	-17.8%
35002 NARCOTIC EQUIPMENT VIOLATIONS	21	14	-33.3%
36001 SEXUAL PENETRATION NONFORCIBLE -BLOOD/AFFINITY	0	0	0%
36002 SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%
37000 OBSCENITY	0	2	0%
39001 GAMBLING- BETTING/WAGERING	0	0	0%
39002 GAMBLING- OPERATING/PROMOTING/ASSISTING	0	0	0%
39003 GAMBLING -EQUIPMENT VIOLATIONS	0	0	0%
39004 GAMBLING -SPORTS TAMPERING	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	1	0	-100%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
40003 HUMAN TRAFFICKING - PURCHASING PROSTITUTION	0	0	0%
51000 BRIBERY	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	6	1	-83.3%
52002 WEAPONS OFFENSE -EXPLOSIVES	0	0	0%
52003 WEAPONS OFFENSE -OTHER	0	1	0%
64001 HUMAN TRAFFICKING - COMMERCIAL SEX ACTS	0	0	0%
64002 HUMAN TRAFFICKING - INVOLUNTARY SERVITUDE	0	0	0%
<b>Group A Totals</b>	<b>153</b>	<b>154</b>	<b>0.653%</b>
01000 SOVEREIGNTY	0	0	0%
02000 MILITARY	0	0	0%
03000 IMMIGRATION	0	0	0%
09003 NEGLIGENT HOMICIDE -VEHICLE/BOAT	0	0	0%
14000 ABORTION	0	0	0%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	1	0	-100%
22004 POSSESSION OF BURGLARY TOOLS	0	0	0%
26006 FRAUD -BAD CHECKS	1	3	200%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	1	1	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	1	1	0%
38002 FAMILY -NONSUPPORT	0	0	0%
38003 FAMILY -OTHER	1	0	-100%
41001 LIQUOR LICENSE -ESTABLISHMENT	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	20	10	-50%
42000 DRUNKENNESS	0	0	0%
48000 OBSTRUCTING POLICE	4	7	75%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	18	19	5.555%
53001 DISORDERLY CONDUCT	5	3	-40%
53002 PUBLIC PEACE -OTHER	1	4	300%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	4	1	-75%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	68	31	-54.4%
55000 HEALTH AND SAFETY	4	1	-75%

		Year To Date Through June		
Classification		2014	2015	%Change
56000	CIVIL RIGHTS	0	0	0%
57001	TRESPASS	6	8	33.33%
57002	INVASION OF PRIVACY -OTHER	0	0	0%
58000	SMUGGLING	0	0	0%
59000	ELECTION LAWS	0	0	0%
60000	ANTITRUST	0	0	0%
61000	TAX/REVENUE	0	0	0%
62000	CONSERVATION	1	1	0%
63000	VAGRANCY	0	0	0%
70000	JUVENILE RUNAWAY	0	0	0%
73000	MISCELLANEOUS CRIMINAL OFFENSE	18	19	5.555%
75000	SOLICITATION	0	0	0%
77000	CONSPIRACY (ALL CRIMES)	0	0	0%
<b>Group B Totals</b>		<b>154</b>	<b>109</b>	<b>-29.2%</b>
2800	JUVENILE OFFENSES AND COMPLAINTS	19	14	-26.3%
2900	TRAFFIC OFFENSES	124	89	-28.2%
3000	WARRANTS	133	112	-15.7%
3100	TRAFFIC CRASHES	157	135	-14.0%
3200	SICK / INJURY COMPLAINT	439	469	6.833%
3300	MISCELLANEOUS COMPLAINTS	824	854	3.640%
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500	NON-CRIMINAL COMPLAINTS	661	388	-41.3%
3600	SNOWMOBILE COMPLAINTS / ACCIDENTS	0	0	0%
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	327	2861	774.9%
3800	ANIMAL COMPLAINTS	66	58	-12.1%
3900	ALARMS	157	178	13.37%
	NON-CRIMINAL COMPLAINTS	0	0	0%
<b>Group C Totals</b>		<b>2907</b>	<b>5158</b>	<b>77.43%</b>
2700	LOCAL ORDINANCES - GENERIC	0	0	0%
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	2	100%
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	3	1	-66.6%
4200	PARKING CITATIONS	1	0	-100%
4300	LICENSE / TITLE / REGISTRATION CITATIONS	2	1	-50%
4400	WATERCRAFT CITATIONS	0	0	0%
4500	MISCELLANEOUS A THROUGH UUUU	380	297	-21.8%
4600	LIQUOR CITATIONS / SUMMONS	0	0	0%
4700	COMMERCIAL VEHICLE CITATIONS	0	0	0%
4800	LOCAL ORDINANCE WARNINGS	0	0	0%
4900	TRAFFIC WARNINGS	0	0	0%
	TRAFFIC WARNINGS	0	0	0%
	MISCELLANEOUS A THROUGH UUUU	0	0	0%
<b>Group D Totals</b>		<b>387</b>	<b>301</b>	<b>-22.2%</b>
5000	FIRE CLASSIFICATIONS	85	60	-29.4%
5100	18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%

Year To Date Through June

Classification	2014	2015	%Change
FIRE CLASSIFICATIONS	0	0	0%
<b>Group E Totals</b>	<b>85</b>	<b>60</b>	<b>-29.4%</b>
6000 MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
6100 MISCELLANEOUS ACTIVITIES (6100)	0	0	0%
6200 ARREST ASSIST	0	0	0%
6300 CANINE ACTIVITIES	0	0	0%
6500 CRIME PREVENTION ACTIVITIES	0	0	0%
6600 COURT / WARRANT ACTIVITIES	0	0	0%
6700 INVESTIGATIVE ACTIVITIES	0	0	0%
MISCELLANEOUS ACTIVITIES (6000)	0	0	0%
CANINE ACTIVITIES	0	0	0%
COURT / WARRANT ACTIVITIES	0	0	0%
INVESTIGATIVE ACTIVITIES	0	0	0%
<b>Group F Totals</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Totals for all Groups</b>	<b>3686</b>	<b>5782</b>	<b>56.86%</b>

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
July 20, 2015

**Reference  
Number  
(ID # 1946)**

**Submitted by:** David Murphy, City Manager

**Description:** Fourth Quarter Building Department Report

**Requested Action:**

Move to accept and file the 2015 Fourth Quarter Building Department Report for the City of Farmington.

**Background:**

**Agenda Review**

**Review:**

David M. Murphy Pending

City Manager Pending

City Council Pending 07/20/2015 7:00 PM

***CITY OF FARMINGTON***  
***BUILDING DEPARTMENT***

***4th Quarter Report***

***April 1, 2015***  
***through***  
***June 30, 2015***

***John D. Koncsol***  
***Building Official***  
***Building Inspector***

FY 2014 - 15

MONTH	NEW HOMES		HOME REMODEL		SHEDS/GARAGES		COMMERCIAL REMODEL		COMMERCIAL BUILDING		INDUSTRIAL REMODEL	
	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value
JULY			4	\$120,000	1	\$6,350	2	\$49,100				
AUGUST					1	\$4,000						
SEPTEMBER			1	\$125,000	1	\$1,099						
OCTOBER			1	\$30,000			1	\$11,000				
NOVEMBER			1	\$29,100								
DECEMBER							3	\$24,000				
JANUARY												
FEBRUARY							1	\$50,000				
MARCH			2	\$12,200			1	\$73,192				
APRIL			1	\$80,000								
MAY			1	\$21,700	1	\$3,707						
JUNE			3	\$51,000			1	\$20,000				
<b>TOTAL</b>			<b>14</b>	<b>\$469,000</b>	<b>4</b>	<b>\$15,156</b>	<b>9</b>	<b>\$227,292</b>				



## 2014 - 15 CASH SHEET SUMMARY

	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June
Building	\$4,059	\$1,436	\$4,276	\$5,462	\$2,495	\$1,341	\$1,187	\$1,895	\$1,979	\$2,755	\$2,781	\$3,118
Building Registration	\$240	\$90	\$330	\$360	\$150	\$90	\$150	\$90	\$150	\$240	\$270	\$210
Building Bond	\$1,575	\$685	\$2,025	\$2,120	\$1,558	\$615	\$950	\$900	\$750	\$1,385	\$1,267	\$1,715
Water Tap/Meter												
Sewer Tap												
Construction Water						\$320						
Water/Sewer Debt												
Sign	\$200	\$325	\$100	\$175	\$100	\$325	\$50	\$50	\$225	\$250		\$100
Sign Registration	\$30	\$135		\$55	\$85	\$55	\$30	\$30	\$80	\$25		\$50
Fence	\$120	\$150	\$60	\$180	\$90				\$30	\$30	\$150	\$210
Fence Registration		\$20		\$20					\$20	\$20	\$40	\$80
Pool												
Approach/Sidewalk		\$20	\$100	\$20	\$20	\$20				\$20	\$60	
Mechanical	\$305	\$260	\$105	\$1,140	\$790	\$415	\$690	\$530	\$250	\$930	\$595	\$1,328
Mechanical Registration	\$90	\$95	\$30	\$180	\$150	\$30	\$180	\$30	\$60	\$150	\$120	\$120
Electrical	\$866	\$1,113	\$685	\$863	\$795	\$749	\$82	\$502	\$1,101	\$50	\$277	\$1,661
Electrical Registration	\$150	\$210	\$150	\$90	\$120	\$120	\$60	\$120	\$180	\$30	\$120	\$210
Plumbing	\$668	\$610	\$180	\$1,006	\$574	\$250	\$364	\$522	\$628	\$556	\$518	\$892
Plumbing Registration	\$80	\$64		\$48	\$64	\$32	\$16	\$48	\$48	\$48	\$96	\$95

2014 - 15 CASH SHEET SUMMARY

	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June
Zoning Board of Appeals	\$100	\$100			\$100						\$100	
Engineering Fees	\$434	\$4,496.50		\$3,500							\$237	\$1,100
Planner Fees												
Plan Review	\$175	\$50	\$150	\$175	\$175	\$200	\$50	\$200	\$50	\$50	\$200	\$125.00
Foreclosures		\$150			\$150	\$150	\$300		\$150	\$150		
Other											-\$95	
<b>Total</b>	<b>\$9,091.88</b>	<b>\$10,009.60</b>	<b>\$8,191.00</b>	<b>\$15,394.00</b>	<b>\$7,416.00</b>	<b>\$4,392.00</b>	<b>\$4,029.00</b>	<b>\$5,237.00</b>	<b>\$5,701.00</b>	<b>\$6,689.00</b>	<b>\$6,736.92</b>	<b>\$11,014.00</b>

NUMBER OF PERMITS ISSUED BY MONTHFY 2014 - 15

	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Total
Single Family Home													
Residential Alteration	4		1	6	1				2	1	1	3	<b>19</b>
Garage/Shed	1	1	1								2		<b>5</b>
Commercial Building													
Commercial Alteration	2			2		3		1	1			1	<b>10</b>
Industrial Building													
Industrial Alteration													
Church, School													
Church, School Alteration													
Office, Bank, Professional Building													
Office, Bank, etc Alteration													
Swimming Pool													
Fence	4	5	2	5	3				1	1	5	7	<b>33</b>
Sign	5	3	2	3		3		1	2	4	1	2	<b>26</b>
Fire Repair													
Observable Inspection													
Roof, Siding, Windows	18	10	15	28	14	8	5	3	8	15	13	16	<b>153</b>
Sidewalk/Approach		1	4	1		1				1	3		<b>11</b>
Demolition				1			1	1			1	1	<b>5</b>
Temporary Signs		1		3		2			1	2	1		<b>10</b>
Other		3	4	2	1	1			2	3	4	1	<b>21</b>
<b>Total</b>	<b>34</b>	<b>24</b>	<b>29</b>	<b>51</b>	<b>19</b>	<b>18</b>	<b>6</b>	<b>6</b>	<b>17</b>	<b>27</b>	<b>31</b>	<b>31</b>	<b>293</b>

BUILDING PERMITS

MONTH	2014 - 15		2013 - 14		2012 - 13	
	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	28	\$4,059	20	\$3,021	19	\$2,346
AUGUST	12	\$1,436	20	\$2,602	20	\$2,458
SEPTEMBER	22	\$4,276	19	\$5,789	13	\$1,335
OCTOBER	38	\$5,462	23	\$3,457	7	\$737
NOVEMBER	16	\$2,495	10	\$1,481	9	\$540
DECEMBER	12	\$1,341	7	\$1,275	9	\$550
JANUARY	6	\$1,187	10	\$1,309	2	\$710
FEBRUARY	4	\$1,895	9	\$2,851	6	\$1,880
MARCH	14	\$1,979	9	\$1,146	9	\$1,368
APRIL	19	\$2,755	10	\$1,008	18	\$4,692
MAY	21	\$2,781	19	\$2,613	18	\$6,528
JUNE	22	\$3,118	24	\$4,435	22	\$8,325
<b>TOTAL</b>	<b>214</b>	<b>\$32,784</b>	<b>180</b>	<b>\$30,987</b>	<b>152</b>	<b>\$31,469</b>

ELECTRIC PERMITS

MONTH	2014 - 15		2013 - 14		2012 - 13	
	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	7	\$866	15	\$1,741	7	\$535
AUGUST	13	\$1,113	7	\$980	2	\$140
SEPTEMBER	8	\$685	15	\$1,413	6	\$528
OCTOBER	8	\$863	9	\$1,075	9	\$637
NOVEMBER	11	\$795	6	\$625	10	\$784
DECEMBER	8	\$749	7	\$956	7	\$496
JANUARY	2	\$82	10	\$650	7	\$651
FEBRUARY	5	\$502	6	\$337	8	\$1,022
MARCH	11	\$1,101	4	\$246	13	\$1,301
APRIL	1	\$50	7	\$636	15	\$1,676
MAY	5	\$277	4	\$313	7	\$606
JUNE	10	\$1,661	8	\$655	6	\$594
<b>TOTAL</b>	<b>89</b>	<b>\$8,744</b>	<b>98</b>	<b>\$9,627</b>	<b>97</b>	<b>\$8,970</b>

MECHANICAL PERMITS

MONTH	2014 - 15		2013 - 14		2012 - 13	
	NUMBER OF PERMITS	FEEES	NUMBER OF PERMITS	FEEES	NUMBER OF PERMITS	FEEES
JULY	6	\$305	14	\$1,080	11	\$820
AUGUST	4	\$260	7	\$535	6	\$605
SEPTEMBER	1	\$105	12	\$1,465	4	\$220
OCTOBER	14	\$1,140	11	\$2,675	10	\$920
NOVEMBER	11	\$790	9	\$700	11	\$590
DECEMBER	7	\$415	7	\$945	10	\$1,080
JANUARY	9	\$690	15	\$1,080	17	\$1,030
FEBRUARY	7	\$530	11	\$640	5	\$325
MARCH	5	\$250	4	\$255	6	\$480
APRIL	11	\$930	7	\$635	4	\$465
MAY	9	\$595	5	\$400	10	\$640
JUNE	11	\$1,328	4	\$425	10	\$2,680
<b>TOTAL</b>	<b>95</b>	<b>\$7,338</b>	<b>106</b>	<b>\$10,835</b>	<b>104</b>	<b>\$9,855</b>

PLUMBING PERMITS

MONTH	2014 - 15		2013 - 14		2012 - 13	
	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	7	\$668	8	\$640	5	\$690
AUGUST	7	\$610	4	\$895	1	\$50
SEPTEMBER	3	\$180	11	\$862	3	\$130
OCTOBER	11	\$1,006	6	\$430	7	\$737
NOVEMBER	8	\$574	5	\$610	9	\$540
DECEMBER	4	\$250	7	\$855	9	\$550
JANUARY	4	\$364	5	\$605	7	\$376
FEBRUARY	5	\$522	2	\$120	9	\$740
MARCH	7	\$628	2	\$150	9	\$750
APRIL	8	\$556	2	\$130	14	\$1,382
MAY	9	\$518	3	\$380	6	\$540
JUNE	10	\$892	8	\$642	8	\$560
<b>TOTAL</b>	<b>83</b>	<b>\$6,768</b>	<b>63</b>	<b>\$6,319</b>	<b>87</b>	<b>\$7,045</b>

## CODE ENFORCEMENT LOG

MONTH: April 2015

VIOLATIONS	METHOD OF CONTACT				TOTAL
	PHONE	VERBAL	LETTER	WARNING TICKET	
Automobiles				3(3)(4)	3
Recreational Vehicles					
Trash				1(5)	1
Streets / Sidewalks					
Commercial Property Maint.				2(6)(7)	2
Signs					
Housing Code				1(9)	1
Fences				1(1)	1
Nuisances				1	1
Zoning:				1(2)	1
Grass over 8"					
Work w/o permit					
Blight vehicle					
Special Pick-ups					
				10	10

RESULTS						
COMPLIANCE	NON-COMPLIANCE	COURT	PENDING	CITY COUNCIL	ZONING BOARD	TOTAL
1		1	1			3
1						1
			2			2
			1			1
1						1
		1(8)				1
			1			1
3		2	5			10

INSPECTIONS	
Gas Pressure Tests	1
Rough Building	3
Final Building	28
Foundation	5
Observable Component	
Roof	
Heating/Cooling	7
Hood Supression	
Fireplace	
Foreclosure	2
20938 Larkspur	
22490 Floral	
Total	46

PLAN REVIEW	
Signs	3
Buildings	1
Fences	
Decks	
Hood Suppression	
Demolition	
Zoning Compliance	
Sprinkler System	
*Clothing liquidator	1
31614 Grand River	
Given C of O to open (Uptown Plaza)	
Total	5



CODE ENFORCEMENT LOG

MONTH: April 2015

COMPLAINTS:

- 1 Warning notice to resident on Farmington Road for fence (no permit) - fence removed.
- 2 Warning notice to LA Insurance for LED lights around windows.
- 3 Warning notice, then ticketed, Winery for two (2) blight vehicles on the property on back side of parking lot.
- 4 Warning notice to property owner on Brookdale for unlicensed van and "junk" in driveway.
- 5 Warning notice to property manager of foreclosure on Laurelwood for trash along side of house. It was removed within a week.
- 6 Warning notice sent to property owner of Shell Station at Grand River and Halsted for property maintenance issues.
- 7 Warning notice sent to owner of World Wide for property maintenance (façade/pot holes).
- 8 Luigi's ticket for garbage (food) on ground around enclosure. He plead responsible with explanation. Magistrate Phenev fined him \$450.00, but would suspend costs within 30 days. Domenic would secure secure (lock) dumpster or enclosure to prevent unauthorized use.
- 9 Warning notice to owner of rental on Beacon for hazardous sidewalk near porch of house,.

ODE ENFORCEMENT LOG

MONTH: May 2015

VIOLATIONS	METHOD OF CONTACT				
	PHONE	VERBAL	LETTER	WARNING TICKET	TOTAL
Automobiles				2 (5)	2
Recreational Vehicles				2 (1)	2
Trash					
Streets / Sidewalks					
Comm. Property Maint.				2	2
Signs				1	1
Housing Code				1 (5)	1
Fences					
Nuisances					
Zoning: Landscaping				2	2
Property Blight					
Grass (over 8")		19 (8)			19
Brush					
Blight Vehicles					
Comm. Vehicles					
Outdoor Seating					
Total		19		10	29

RESULTS						
COMPLIANCE	NON-COMPLIANCE	COURT	PENDING	CITY COUNCIL	ZONING BOARD	TOTAL
1		1 (6)				2
2						2
		1 (2)	1 (7)			2
		1 (4)				1
			1			1
1		1 (3)				2
19						19
23		4	2			29

INSPECTIONS	
Gas Pressure Tests	
Rough Building	1
Final Building	10
Foundation	5
Observable Component	
Roof	
Heating/Cooling	8
Fireplace	
Foreclosures	
Total	24

PLAN REVIEW	
Signs	1
Buildings	6
Fences	1
Decks	5
Hood Suppression	
Demolition	
Garage Demo	
Fire Suppression	
Total	13

CODE ENFORCEMENT LOG

MONTH: May 2015

COMPLAINTS:	
1	Warning notice to Tree House on Mooney Street for camper parked in parking lot.
2	Owner of vacant Clark Station at 9 Mile/Farmington and Valero at 8 Mile/Farmington warned about weeds overtaking landscaped areas.
3	New owner of vacant Shell Stration at Grand River/Halsted ticketed for not maintaining property; waiting for court date.
4	LA Insurance ticked for LED lights around windows - court date in June.
5	Owner of home on Laurelwood - unlicensed car in driveway and backyard pool with stagnant water on top.
6	Owners of The Winery warned and ticketed for second time for unlicensed vehicles and junk behind building.
7	Springbrook Gardens under warning to clean up junk/delapidated buildings at back of property.
8	Grass over 8" at 21536 Chestnut, 23719 Gill, 31845 Shiawasse, 31915 Lamar, 32676 Meadowlark, 23731 Ely Court, 36815 Lansbury, 23267 Violet, 23140 Orchard Lake, Uptown Plaza, Radio Shack property, 22932 Hayden, 33519 State, old Big Boy, and Grand River/Halsted Shell Station. *City had to cut six of them

CODE ENFORCEMENT LOG

MONTH: June 2015

VIOLATIONS	METHOD OF CONTACT				TOTAL
	PHONE	VERBAL	LETTER	WARNING TICKET	
Automobiles				1 (2)	1
Recreational Vehicles				2	2
Trash				2 (1)	2
Streets / Sidewalks					
Comm. Property Maint.		1 (4)		2	3
Signs					
Housing Code					
Fences					
Nuisances				1 (7)	1
Zoning:					
Work (no permit)					
Grass (over 8")					
Comm. Vehicle					
Blight Vehicle					
Vehicle under repair					
Blight Property				1	1
		1		9	10

COMPLIANCE	NON-COMPLIANCE	RESULTS				TOTAL
		COURT	PENDING	CITY COUNCIL	ZONING BOARD	
1						1
2						2
2						2
		2 (3) (5)	1			3
		1				1
		1 (6)				1
5		4	1			10

INSPECTIONS	
Gas Pressure Tests	
Rough Building	2
Final Building	21
Foundation	1
Observable Component	
Roof	
Heating/Cooling	9
Fireplace	
Foreclosures	
Fire Suppression	1
Total	34

PLAN REVIEW	
Signs	1
Buildings	3
Fences	4
Decks	
Hood Suppression	
Demolition	
Fire Repairs	
Pool	
Shed	
House - Riverwalk II	2
Market - Uptown Plaza	1
Total	11

CODE ENFORCEMENT LOG

MONTH: June 2015

COMPLAINTS:

- 1 Warning notice to owners on Loomis and Leelane about brush out a curb for pick up.
- 2 Warning notice to owner on Laurelwood for truck on jacks.
- 3 Exxon owner cited for work with no permits and not done to approved plan - pending court hearing.
- 4 Economic & Community Development met with owners of White Pines Rehab Center about exterior signs/landscape issues. Regional Manager indicated his willingness to do improvements.
- 5 Owner of Shell Station defaulted in court (did not show) for hearing. Later met with Kevin Christiansen and I, and are showing interest in cooperating with City to get site plans done since they are going to use it as a gas station again.
- 6 Owner of home on Orchard Lake ticketed for discards on driveway. Owner removed debris and paid \$150.00 at court.
- 7 Owner of Zam Zam Market ticketed for junk van in rear parking lot behind center.

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
July 20, 2015

**Reference  
Number  
(ID # 1945)**

**Submitted by:** Amy Norgard, Controller

**Description:** Farmington Monthly Payments Report

**Requested Action:**

Approve Farmington Monthly Payments Report - June 2015

**Background:**

See attachment

**Agenda Review**

**Review:**

Amy Norgard      Pending

City Manager      Pending

City Council Pending      07/20/2015 7:00 PM

# CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF JUNE 2015

<u>FUND #</u>	<u>FUND NAME</u>	<u>AMOUNT:</u>	
101	GENERAL FUND	\$	392,138.59
202	MAJOR STREET FUND	\$	42,186.94
203	LOCAL STREET FUND	\$	11,256.53
204	MUNICIPAL STREET FUND	\$	30.88
244	CORRIDOR IMPROVEMENT AUTHORITY	\$	514.03
592	WATER & SEWER FUND	\$	591,816.09
595	FARMINGTON COMMUNITY THEATER FUND	\$	55,911.35
640	DPW EQUIPMENT REVOLVING FUND	\$	20,564.60
701	AGENCY FUND	\$	15,823.34
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$	62,283.70
	<b>TOTAL CITY PAYMENTS ISSUED:</b>	<b>\$</b>	<b>1,192,526.05</b>
136	47TH DISTRICT COURT FUND	\$	202,374.02
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$	44,012.84
296	SWOCC FUND	\$	13,426.63
	<b>TOTAL OTHER ENTITIES PAYMENTS ISSUED:</b>	<b>\$</b>	<b>259,813.49</b>
	<b>TOTAL PAYMENTS ISSUED</b>	<b>\$</b>	<b>1,452,339.54</b>

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

## CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF JUNE 2015

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
General Fund	Chase (Disbursing Acct)	Direct Deposit Payroll	199,512.57
General Fund	Federal Gov't	W/H & FICA Payroll	71,262.73
General Fund	MERS	May Transfer	39,160.88
General Fund	MERS HCSP	May Transfer	3,690.00
	<b>TOTAL CITY ACH TRANSFERS</b>		<b>313,626.18</b>
Court Fund	Chase (Disbursing Acct)	Direct Deposit Payroll	79,547.49
Court Fund	Federal Gov't	W/H & FICA Payroll	29,383.92
SWOCC Fund	Chase (Disbursing Acct)	Dir.Dep. Pay & W/H & FICA	25,568.78
	<b>TOTAL OTHER ENTITIES ACH TRANSFERS</b>		<b>134,500.19</b>





Special City Council Meeting  
6:00 PM, MONDAY, JUNE 1, 2015  
Conference Room  
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 1, 2015, in Conference Room, 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**

- Director Christiansen
- Assistant to the City Manager Knowles
- Recording Secretary Murphy
- City Manager Murphy
- Attorney Saarela

**2. APPROVAL OF AGENDA**

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

**3. PUBLIC COMMENT**

Annabel Gabel commented on a favorable article recently published in the Farmington Observer regarding new City Manager David Murphy. She provided some history on prior City Managers in Farmington.

**4. REVIEW**

Minutes Acceptance: Minutes of Jun 1, 2015 6:00 PM (Approval of minutes)

## A. Proposed Orchard PUD Project

Knowles provided a handout to Council regarding a conceptual development plan for Orchard Phase II. She provided background on the property, indicating the DDA purchased it approximately 1 ½ years ago. She stated two Requests for Proposals (RFP) were issued before this developer came forward. She stated the intent of the RFP's was to spur residential development, with no specificity as to owner occupied or rental, but complementary to the Orchard Phase I development.

Knowles advised the proposal from Cervi Construction is a 15-unit apartment complex, three stories, with a comparable color scheme to Phase I. She indicated parking would be along the front of the property with a proposal of 21-22 spaces. City Ordinance provides the number of required spaces necessary for the number of units proposed.

Knowles stated the plan is being introduced to provide Council with an understanding of what will be presented to the Planning Commission on June 8<sup>th</sup>. She discussed the process going forward including a return to Council with more detailed information.

Mayor Galvin indicated providing a preview of these plans to Council is not part of the usual Planned Unit Development (PUD) and planning process. He noted the importance of this project, and that the feedback from Council is valued and will be integrated into the process going forward. He opened the floor for questions or comments from Council.

Responding to a question from Schneemann, Christiansen stated he does not have additional elevations of the project yet.

Schneemann advised the building was not objectionable, but his preference would be owner occupied units rather than rentals. His main concern was the site plan and the proposed site for parking. He noted that two RFP's resulted in only one interested developer. He pointed out the economic climate continues to improve providing the city an opportunity to be more selective in approving projects.

Schneemann believes the city should look for something more ideal with the intention of bringing high quality residential design into the downtown. He noted this is the only parcel in the downtown and he would be an advocate for more units. He would prefer to wait for something of higher quality.

Cowley stated he opposes apartments and queried why the change from condo to apartments.

Knowles responded the original proposal from Cervi was a condominium development, however, the elevation showed that Phase I would face the garages of the Phase II development. She stated, as a result, the DDA Board asked Cervi to go back to the drawing board and bring back new plans. She noted the DDA Board is not opposed to rental units.

Responding to a question from Cowley, Knowles stated the proposed rental rates are approximately \$1,100 or \$1,200 a month.

Cowley pointed out that the rental rate is middle of the road and not high end. He stated that his opposition to apartments was in part based on police reports that show most issues occur at apartment complexes. He does not want to set a precedent with this project which is not in the realm of high end. He defined high-end as being at least \$1500 per month. He

also inquired if the company builds and manages apartment complexes.

Responding to a question from Cowley, Knowles stated Cervi primarily does high end single family residential.

Cowley stated he does not oppose the proposed design. He is just not on board with apartments at this time and would prefer owner occupants. He would prefer to delay a decision and see what else comes along.

McShane indicated she saw the developer's initial plans for the apartments and the condos. She stated it was a distraction to have the garage doors facing west, although she did see something similar in Plymouth and it was not the end of the world. She indicated there is a demand for condos in Farmington and that they are selling within 24-48 hours of being on the market and above asking price. She stated condos would be a good fit for that location and suggested encouraging the developer to build condos, not apartments. She also expressed concern regarding the proposed parking.

Scott stated he is not anti-apartment, but rather pro millennial. He stated the downtown is in need of housing that would attract millennials to it. He is not excited about the concept plans, but would rather see something like lofts built. He pointed out millennials are not buying condos, but rather nice apartments to rent. He believes there is a market that is not being addressed, that the plans are very traditional and go against the whole vibrancy he would like to see in town.

Responding to a question from Galvin, Schneemann stated the proposed design is not offensive, however, it looked like a building that would sit amongst other of its kind in an apartment complex rather than a townhouse or brownstone.

Galvin stated that based on the discussion, Council would prefer condos to apartments and more customized quality designs.

Schneemann reiterated his dislike of the site plan, especially the parking

Further discussion was held on parking and whether it could be underground, costs the developer has incurred thus far, whether there is a TIF differential between condo versus apartment, and the utilization of a broker in the process.

Knowles advised that the DDA did accept a proposal from Cervi and need to work in good faith with them.

### **B. Zoning Text Amendment: Outdoor Seating**

Murphy advised that the Planning Commission had reviewed the memorandum prepared by LSL Planning regarding modification and clarification of the existing outdoor seating standards in the Zoning Ordinance at their April meeting. He stated items addressed in the memorandum included State mandated enclosures, ADA requirements and right-of-way restrictions.

Murphy stated the draft zoning ordinance text amendment prepared by LSL is complete. The requested action of the Planning Commission is to hold the required public hearing as scheduled on the proposed Zoning Ordinance Text Amendment for Outdoor Seating, to make a recommendation on the proposed amendment, and to forward it to City Council for their review and consideration.

Christiansen stated the Planning Commission held the required public hearing for the proposed Zoning Ordinance text amendment for outdoor seating as scheduled at their May Planning Commission Meeting. The Commission unanimously recommended moving the text amendment forward for Council review and consideration as proposed.

Caitlyn Malloy-Marcon, LSL Planning, was present to answer questions from Council. She noted in the proposed amendment they recommend language that is crossed out be stricken from the ordinance and language underlined be added.

Cowley pointed out the Liquor Commission eliminated the need for enclosure of outdoor seating. He said personally from a liability perspective he favored enclosure.

Malloy-Marcon indicated there still needs to be delineation between areas for dining purposes, general public and walking paths. The delineation doesn't have to be a solid surface, fence, wall, or bar, or that which was previously required. She noted things like planters can now be used. She stated the amendment doesn't fully take out the requirement for an enclosure, but the requirements are more flexible.

Cowley believes enclosures should be standardized.

McShane stated it is bothersome to her that the amendment only refers to the usage of planters, railings, etc. but does not state specific design requirements. She advised there is conformity and a means of separating pedestrians from diners by requiring a well-defined fence. She noted the provision for an elevated platform is currently a big controversy in Birmingham. She requested more uniformity in regulating outdoor seating and a provision that includes options for different fence materials. She expressed concern regarding using movable objects such as planters.

Scott stated he recently called the State regarding the provisions of the new ordinance. The State informed him that outdoor seating enclosures should be clearly defined and repeatable. He wondered how this would impact Page's Restaurant and further discussion was held. He stated the focus should not be only on sidewalks and stores right downtown.

Malloy-Marcon clarified that as the ordinance is written, enclosures are only required in instances where liquor is being served, so a bakery that requested outdoor seating would not fall under these requirements. She advised a requirement of uniform fencing in the downtown would go beyond provisions of the amendment.

McShane pointed out the outdoor seating at Page's Restaurant does not comply with the provision of the amendment that states "outdoor seating areas shall be located in a manner to maintain a minimum pathway width of 5 feet (clear of structures such as light poles, trees and hydrants) along the sidewalk."

Schneemann asked for clarification of the last sentence in Section 1-7 which reads "This may be accomplished by the use of planters, railings or walls reviewed and approved by the Planning Commission." He asked if that meant only planters, railings and walls may be used. Malloy-Marcon responded that is not all inclusive of the materials that can be used.

Galvin questioned whether paint could be utilized to delineate outdoor seating boundaries. Malloy-Marcon responded the Planning Commission would determine what can be utilized to define boundaries.

Schneemann stated the decision regarding appropriate materials used for establishing outdoor seating spaces should be made by both the Planning Commission and the DDA Design Committee.

Galvin questioned the definition of “adequate environment or space” in Section 1-9 of the ordinance.

Malloy-Marcon responded it would be defined that no other site around the building or in front of the building would be an adequate amount of space to allow for same.

Galvin asked how this would apply and affect other shopping centers outside of the downtown area.

Christiansen responded the amendment was developed as a result of changes in State Law. It provides more flexibility to current outdoor seating regulations. He stated historically outdoor seating has been proposed, reviewed and approved via site plan by the Planning Commission.

Christiansen stated that the Planning Commission handles everything on a case-by- case basis. He stated even though the amendment may provide more flexibility in design standards, the commission would be good stewards of administering this ordinance.

Schneemann stated his understanding of Page’s outdoor seating plan was that it was approved only for Founders Festival. Christiansen responded that it is reviewed and approved on an annual basis.

Cowley expressed concern over Section 1-9 of the Ordinance that allows the placement of platform on the street adjacent to a restaurant under certain circumstances.

Responding to a question from Galvin, Murphy responded that the amendment could be further defined so that uniform standards could be applied by the Planning Commission. He expressed dissatisfaction with Section 1-9 from every aspect, as a business owner, a patron, and the liability it presents with for the City.

McShane asked what standards the DDA Design Committee would have in the approval process and Schneemann responded they would rely on former protocol.

Scott spoke about the differences between fully enclosed and clearly defined.

Schneemann stated his concern with the outdoor seating at Page’s and further discussion was held.

Galvin queried Council on their standing on Section 1-7 regarding the delineation of the boundaries for outdoor seating. The consensus from Council was they were not in support of the language as stated.

Malloy-Marcon stated that no matter what language is contained in the amendment, it still comes down to the interpretation of the Planning Commission.

Schneemann expressed his concern with the subjectivity of interpretation.

Scott suggested including language in Section 1-7 to the effect that there should be limited access or a controlled access point.

Further discussion was held regarding including more specific language in Section 1-7 and whether or not to include Section 1-9 in the amendment.

Galvin summarized the discussion and directed Malloy-Marcon to include Section 1-9 in the text amendment but that it can be discussed further when it comes up for vote.

### **C. Zoning Text Amendment: Single Family Residential Zoning Standards**

Murphy stated the Planning Commission at their April 13<sup>th</sup> meeting discussed and reviewed a March 6<sup>th</sup> memorandum from LSL Planning regarding the existing single family residential zoning standards in the City Zoning Ordinance pertaining to building setbacks, building height and lot coverage. A draft Zoning Ordinance text amendment was prepared by LSL. The Planning Commission held a required public hearing on a draft Zoning Ordinance text amendment and has forwarded it to the City Council for further review and consideration.

McShane asked for clarification on the front yard setback requirement.

Malloy-Marcon responded that changes for front yard setback requirements are only recommended for properties in the R-1 Zoning District. She stated recommended changes would relax front and rear yard setback requirements to allow for overall expansion of single family dwellings. She advised that under the maximum building height, 30 feet was designated as opposed to the number of stories allowed.

McShane expressed support for setbacks, noting it gives homeowners the opportunity to expand on their property in order to meet their family needs. She expressed concern regarding staggering homes relative to the front setbacks which could affect visibility for certain neighbors.

Malloy-Marcon replied that concern was why the averaging language was included in the text as opposed to just an adjustment to the front yard setback.

McShane stated that with the housing stock in Farmington this is an excellent tool to allow better development of homes and to keep residents in the community.

Scott expressed his disappointment with the language, noting it doesn't go far enough to transform the outdated housing stock in Farmington. He stated the averaging language is too complicated for homeowners. He noted that the whole point of the amendment was to make it easy to transform the outdated housing stock in the city. He expressed concern regarding proposed easing of rear yard setbacks. He suggested front yards extend to 15 feet, no garage closer than 20 feet, and building height to 35 feet. He would like to see something transformative and perhaps engaging a seasoned consultant in the field with that expertise would be helpful.

Malloy-Marcon stated it is common among older communities to offer retrofit examples that may still fall within the ordinance.

Scott stated the current ordinance has included that text for five to seven years and has not drawn any interest. He indicated the amendment needs to include language that makes it

easy for the homeowner to invest in their property.

Schneemann agreed with Scott, stating the amendment was timid based on the request made by Council. He wouldn't mind seeing the front yard setback adjusted, as well as the rear and the height, and that the language needs to be much more aggressive.

Cowley also agreed, stating in order to grow the tax base, families must be retained. He stated that means more aggressive changes to the front and rear yard setbacks. He stressed the importance of not losing families for the neighborhoods and schools.

McShane stated that every realtor she has talked to has indicated there is no housing stock left in Farmington. She questioned Cowley's statement about losing families as her neighborhood has all young families with children and babies.

Schneemann stated growing families will be seeking larger homes and looking to other communities in which to move as opposed to Farmington with its current setbacks and averaging requirements.

Galvin stated relaxing setback requirements provides homeowners a great opportunity to modify their homes and make a long term investment in the community and further discussion was held.

Cowley asked for a comparison between Farmington and other communities. Malloy-Marcon discussed the pros and cons being experienced in those other communities.

Galvin summarized the discussion by stating the text amendment needs to be more aggressive in the changes that would allow greater flexibility in modifying homes.

Christiansen stated that it is important to understand that the homes in the R-1 Districts are older with smaller lot areas. They are primarily modest, ranch style homes.

Galvin stated that the Planning Commission should be informed that City Council would prefer a more aggressive approach to the text amendment.

#### **D. Zoning Text Amendment-Grand River Corridor Improvement Overlay District**

Murphy introduced this agenda item and turned it over to Attorney Saarela for discussion.

Attorney Saarela stated her office reviewed the text amendment and indicated that every development in the Overlay District would require a development agreement. She stated there was really no redevelopment of existing properties outside of the development agreement type scenario.

Saarela indicated the main modification is under Subsection C, Compliance with Overlay Regulations as to Building Requirements and General Development Requirements and adding to Subsection C-1, Existing Building and Uses. She stated a development agreement requirement would be necessary if a significant change to property is proposed. She summarized by saying the main change to the ordinance is that a site development may not need to meet the new overlay requirement. She stated there have to be some exemptions for existing uses or smaller modifications.

Scott stated he didn't have any issues with the proposed changes, but is concerned with some of the specifications under Section 35-142, Building Requirements. He stated the building coverage of 35 percent would not entice economic development. He also expressed concern regarding the parking calculation under Sub-section No. 5, and specifications under Nos. 6 and 7. He pointed out under Section 35-143-A, Street Classification, there is no discussion on the frontage of the river. He summarized by saying the design police and engaging the river are the two elements that need to be addressed.

Schneemann expressed support for some building standard requirements and agreed that the river is important in future redevelopment.

Cowley asked regarding the strategy involved with the parking standards. Scott responded parking requirements will be individualized meaning there are no common parking scenarios that fit all.

McShane expressed support for the recommendations set forth in the text amendment.

Murphy believes the new zoning standards are doable and reflects the community's ability to redevelop and grow its tax base.

Galvin addressed existing property owners and how they would be affected during this redevelopment. Murphy responded he hoped it would start a renaissance and encourage others to update their property as well.

Christiansen believes with the implementation of this tool there will be more flexibility and opportunity for redevelopment of properties on an individual and collective basis. He noted Farmington Hills has adopted the same type of policy so there is consistency between the two cities.

(Break in proceedings at 8:04 p.m.)

(Return to session at 8:15 p.m.)

## 5. DISCUSSION

### A. Amend Chapter 10 of the City Fee Schedule, Zoning

Murphy advised the City Fee Schedule dealing with Zoning had not been changed since the 1990's. He stated former City Manager Pastue, along with Christiansen and City Engineers, OHM, had reviewed the schedule and increased fees making them comparable to those of surrounding communities.

Christiansen advised there has not been a comprehensive update of planning and zoning fees since the 1990s. He stated the proposed fee structure has been streamlined and consolidated for easier application. The fees are more current with the standards of other communities.

Christiansen stated the fees cover the cost of doing business that includes consulting services, planning, engineering, legal, public notices, etc. He stated the base fees are consistent with industry standard, and that add-on fees include a special land use charge to cover costs of public notices and publications in the newspaper. He noted easement developments will require additional fees as well as detailed engineering plan review.



Scott expressed concern with the \$2,000 to \$24,000 broad range shown for engineering review. He suggested a published fee schedule so a developer would know the costs going into the project and further discussion was held.

Schneemann indicated he was fine with the fee schedule as presented, that the fees are reasonable and in line with like communities.

Responding to a concern expressed by Scott, Christiansen stated they could cure the defect in the language by adding a phrase such as "in accordance with City adopted engineering design standards". Scott expressed satisfaction with this proposed change.

McShane expressed support with the proposed fee schedule. She stated the City's fee schedule needs to be competitive with surrounding communities. The City cannot afford to give away services for free.

Galvin stated former City Manager Pastue supported this proposed schedule before he left. He noted Pastue believed the increased fees keeps the City competitive with the ability to recover costs, while not creating an environment that's onerous and prohibits or delays development.

Christiansen also detailed the proposed Zoning Board fees and advised they were competitive with like communities as well.

### **B. Appointments to Downtown Parking Advisory Committee**

Murphy advised that at the April 20<sup>th</sup> meeting, City Council established a Downtown Parking Advisory Committee. He stated the open positions on the Committee were publicized in local media, cable and in the Chamber of Commerce newsletter. He advised one application has been submitted to date. He plans for the appointments to be made at the June 15<sup>th</sup> Council meeting. He noted a special meeting to conduct candidate interviews has been scheduled for June 10<sup>th</sup>.

Galvin requested Council comments and Councilmember nominations to serve on the Committee.

McShane expressed concern regarding the limited time made available to attract qualified candidates.

Galvin advised all spots may not be filled by June 10, but if there was a quorum they could move forward and fill the remaining spots later.

Discussion followed regarding staggering the appointments.

McShane nominated Jeff Scott to serve on the committee.

Schneemann nominated Greg Cowley to serve on the committee.

Both accepted their nominations.

Discussion was held on each nominee and the qualities each one brings to the table.

Council concurred to appoint Greg Cowley to the Downtown Parking Advisory Committee.

### **C. Consideration to Approve Resolution Establishing a Temporary Suspension of the Issuance of New Special Events Permits for Riley Park and Sundquist Pavilion**

Murphy stated last fall the City Council started the process of reviewing Special Events policies and regulations regarding the use of City parks, with Riley Park being of particular concern to Council. He advised revisions to the Special Event Policy have not yet been completed. He stated the resolution before Council provides that the City will not issue any additional permits for the use of Riley Park or the pavilion for the next six months or so while the policies and rules are being revised. The intention behind formalizing this is so that there is a neutral, across the board policy in place, applicable to all non-City sponsored events.

Cowley advised six months does not provide adequate time to address the issue.

Schneemann expressed concern with the time limitation and its impact on next summer's bookings and further discussion was held.

McShane suggested a moratorium and to grandfather existing events.

A decision was made to keep the six month timeframe in place and extend it if needed and that this item would be placed on the regular agenda of June 15<sup>th</sup>.

## **6. COUNCIL COMMENT**

McShane reminded everyone there is no first meeting in July and August.

Both Scott and Schneemann welcomed City Manager Murphy.

Cowley asked Christiansen for an update on the Grand River/Halstead project.

Galvin stated he was approached by a concerned resident at a ground breaking ceremony that day. He advised the City needs to reinforce to residents that this is not a time to maintain status quo, but to move forward with economic development that will benefit the City and its residents.

## **7. CLOSED SESSION**

### **A. Land Acquisition**

### **B. Confidential Communication from City Attorney**

**Motion to enter closed session to discuss land acquisition and confidential communication from City Attorney.**

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

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

Council entered closed session at 9:10 p.m.

**Motion to exit closed session.**

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

Council exited closed session at 9:52 p.m.

**8. ADJOURNMENT**

**1. Motion to adjourn the meeting.**

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

The meeting adjourned at 9:53 p.m.

\_\_\_\_\_  
William E. Galvin, Mayor

\_\_\_\_\_  
Susan K. Halberstadt, City Clerk

Approval Date: \_\_\_\_\_

Minutes Acceptance: Minutes of Jun 1, 2015 6:00 PM (Approval of minutes)



Special City Council Meeting  
7:00 PM, WEDNESDAY, JUNE 10, 2015  
Conference Room  
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 10, 2015, in Conference Room, 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**

City Clerk Halberstadt

**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. PARKING ADVISORY COMMITTEE INTERVIEWS**

Council interviewed the following candidates for the Parking Advisory Committee:

- Elizabeth Turton, resident
- Sarah Smisek, resident
- Joe Mantey, business owner
- Michael Fera, business owner
- Jeffrey McGowan, resident
- Dwayne Hayes, resident

Minutes Acceptance: Minutes of Jun 10, 2015 7:00 PM (Approval of minutes)

David Judge, business owner

## 5. CONSIDERATION OF APPOINTMENTS TO THE PARKING ADVISORY COMMITTEE

### A. Motion to appoint Elizabeth Turton, Dwayne Hayes, Joe Mantey and Michael Fera to the Parking Advisory Committee.

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

## 6. CONSIDERATION TO APPOINT TOM BUCK AND MIKE HARRISON TO THE CHARTER REVIEW COMMITTEE

### A. Consideration to Appoint Tom Buck and Mike Harrison to the Charter Review Committee

**Motion to appoint Tom Buck and Mike Harrison to the Charter Review Committee for terms ending December 31, 2015.**

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

## 7. OTHER BUSINESS

No other business was heard.

## 8. COUNCIL COMMENT

No Council comment was heard.

## 9. ADJOURNMENT

### 1. Motion to adjourn the meeting.

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

The meeting adjourned at 9:55 p.m.

\_\_\_\_\_  
William E. Galvin, Mayor

\_\_\_\_\_  
Susan K. Halberstadt, City Clerk

Approval Date: \_\_\_\_\_

Minutes Acceptance: Minutes of Jun 10, 2015 7:00 PM (Approval of minutes)



**Special City Council Meeting  
 6:00 PM, MONDAY, JUNE 15, 2015  
 Conference Room  
 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 15, 2015, in Conference Room, 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  
 City Clerk Halberstadt  
 City Manager Murphy  
 Attorney Schultz

**2. APPROVAL OF AGENDA**

**Motion to approve the agenda as amended, adding "Presentation - Tom Wilkinson" as agenda Item No. 7.**

<b>RESULT:</b>	<b>APPROVED AS AMENDED [UNANIMOUS]</b>
<b>MOVER:</b>	Greg Cowley, Councilmember
<b>SECONDER:</b>	JoAnne McShane, Councilmember
<b>AYES:</b>	Cowley, Galvin, McShane, Schneemann, Scott

**3. INTERVIEW JAMES GALLAGHER FOR DDA OR ZONING BOARD OF APPEALS ALTERNATE**

Council interviewed James Gallagher for a position on either the Downtown Development Authority Board or the Zoning Board of Appeals alternate position.

**4. INTERVIEW MICKI SKRYZCKI FOR DDA**

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Council interviewed Micki Skryzcki for a position on the Downtown Development Authority Board.

## 5. CONSIDERATION OF APPOINTMENTS TO THE DDA AND/OR THE ZONING BOARD OF APPEALS

Council held deliberations on both candidates.

### 1. Motion to appoint Micki Skryzcki to the Downtown Development Authority Board for a term ending February 28, 2017.

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

### 2. Motion to appoint James Gallagher as alternate on the Zoning Board of Appeals for a 3-year term ending June 30, 2018; and to direct City Administration to encourage his participation on one of the core DDA Committees.

**RESULT:** APPROVED [4 TO 1]  
**MOVER:** Jeff Scott, Councilmember  
**SECONDER:** Steve Schneemann, Mayor Pro Tem  
**AYES:** Greg Cowley, William Galvin, Steve Schneemann, Jeff Scott  
**NAYS:** JoAnne McShane

McShane stated her vote was due to the fact that there have been other applicants for the Zoning Board of Appeals position whose applications have not been reviewed and they may have been in the queue before Mr. Gallagher. She emphasized her vote was not against Mr. Gallagher.

## 6. DISCUSSION ITEMS

### A. Supervisory Control and Data Acquisition (SCADA) Upgrades

City Administration discussed the efficiencies and cost savings the city would realize from the SCADA upgrades.

### B. Budget Amendment: Emergency Replacement of Number 1 Variable Frequency Drive (VFD) at 9 Mile Retention

City Administration discussed the need to replace a Number 1 Variable Frequency Drive (VFD) pump controller at the 9 Mile retention. The estimated cost for this emergency replacement is \$27,859.00.

Discussion followed regarding the reason for the voltage surge that caused the internal failure of the VFD controller. The Water Resource Commissioner has



also recommended installation of I-sense voltage monitoring equipment to protect the VFD pump controllers from future power surges.

**1. Motion to temporarily adjourn the meeting until after the regular meeting.**

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

The meeting temporarily adjourned at 7:02 p.m.

The meeting reconvened at 9:45 p.m.

**7. PRESENTATION - TOM WILKINSON**

Tom Wilkinson proposed a fundraising event to be held on Thursday, July 9, 2015 at John Cowley and Sons restaurant and the Farmington Civic Theater. He stated Butch Patrick (a/k/a Eddie Munster) would attend the event in conjunction with showing three episodes of the Munsters.

Wilkinson stated the proposed ticket price for both the restaurant and theater is \$45 and \$30 for theater only. He stated all proceeds would be turned over to the city for use at the city's sole discretion in connection with the operation and/or improvement of Riley Park/Sundquist Pavilion. The city would front the \$3,000 deposit on Mr. Patrick's appearance.

Cowley recused himself from discussion due to his involvement in the proposed event.

Schultz advised his office was just recently informed of this proposed event, therefore the contract before Council is a rough draft of what is being proposed. He stated based on the proposal the city would pay \$1,000 up front to Mr. Patrick and the additional \$2,000 would be paid by the city to him on the night of the event.

Schultz stated the main issue for Council is the city fronting money. He stated based on the proposal the city would bear the loss if there is less than \$3,000 in ticket sales.

McShane stated it has always been the policy of the Civic Theater not to give up popular movie nights. She is honored that Mr. Wilkinson wants to help the city by putting on this event, however, she cannot support the city fronting the \$3,000 that is required.

McShane also stated she could not agree to any type of monthly event at the theater unless it is sponsored through the DDA and does not involve popular movie nights.

Wilkinson concurred that events in the summer have to benefit the city.

Schneemann asked how much the city would be out if ticket sales are poor. Schultz responded a minimum of \$1,000 and possibly up to \$3,000 if there is a problem canceling the event.

Schneemann questioned why this event request is not being handled by the DDA.

Galvin expressed concern regarding the timing of this event and why there seems to be such a rush to put it on. He also expressed concern about the cash outlay by the city. He pointed out this event was not generated by an initiative from Council or any other city board or commission. He stated the city needs more time to review this event. He also stated it would not be good city policy to start underwriting events.

McShane noted a rental fee is typically required by the theater.

Galvin stated City Council usually reviews requests twice before making a decision. He advised the city over the next six months will be working on a special events policy for Riley Park/Sundquist Pavilion. He sees the city entering dangerous territory if money is committed to this event, but yet a policy prohibits money going to events across the street at Riley Park.

Galvin stated he does not believe Council is opposed to the concept, but is concerned with the timing and underwriting of this event. He suggested Wilkinson engage the Civic Theater and work with the General Manager, Scott Freeman, to put something together.

Mr. Wilkinson thanked Council for their time.

## **8. OTHER BUSINESS**

No other business was heard.

## **9. PUBLIC COMMENT**

No public comment was heard.

## **10. COUNCIL COMMENT**

No council comment was heard.

## **11. ADJOURNMENT**

### **1. Motion to adjourn the meeting.**

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

The meeting adjourned at 10:20 p.m.

\_\_\_\_\_  
William E. Galvin, Mayor

\_\_\_\_\_  
Susan K. Halberstadt, City Clerk

Approval Date: \_\_\_\_\_

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**Regular City Council Meeting  
7:00 PM, MONDAY, JUNE 15, 2015  
City Council Chambers  
23600 Liberty Street  
Farmington, MI 48335**

**DRAFT**

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**REGULAR MEETING MINUTES**

A Regular meeting of the Farmington City Council was held on June 15, 2015, 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.

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**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
- Director Demers
- Superintendent Eudy
- City Clerk Halberstadt
- Assistant to the City Manager Knowles
- City Manager Murphy
- Attorney Schultz
- Treasurer Weber

**2. PLEDGE OF ALLEGIANCE**

Treasurer Chris Weber led the Pledge of Allegiance.

**3. APPROVAL OF ITEMS ON CONSENT AGENDA**

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

#### **A. Approval of minutes**

- 1. Minutes of the City Council - Budget - Apr 27, 2015 6:00 PM**
- 2. Minutes of the City Council - Special - May 4, 2015 6:00 PM**
- 3. Minutes of the City Council - Special Study Session - May 9, 2015 8:30 AM**
- 4. Minutes of the City Council - Special - May 9, 2015 9:00 AM**
- 5. Minutes of the City Council - Special - May 18, 2015 6:00 PM**
- 6. Minutes of the City Council - Regular - May 18, 2015 7:00 PM**

#### **B. Board and Committee Appointments**

**C. Consideration to Approve Special Event Request for the Farmington Community Band**

**D. Consideration to Approve Up to Five Licensed Food Vendors to Operate at Swing Farmington on August 13**

**E. Consideration to Designate a MMRMA Member Representative**

**F. Farmington Monthly Payments Report**

**G. Farmington Public Safety Monthly Payments Report**

#### **4. APPROVAL OF REGULAR AGENDA**

Motion to approve the agenda as amended, moving Item 6A, Public Hearing, to follow Item 6B, Presentation of 2015 Miss Farmington Contestants.

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

#### **5. PUBLIC COMMENT**

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Galvin read a letter from Anthony Atwater, a first grade student at Longacre Elementary. In his letter, Anthony expressed concern regarding the lack of bike paths in Farmington.

At the request of Mayor Galvin, Christiansen discussed the Complete Streets Program that will include bike paths.

**6. PRESENTATION/PUBLIC HEARINGS**

**A. Presentation of 2015 Miss Farmington Contestants**

Contestants for the 2015 Miss Farmington Pageant were present to introduce themselves and state their platform.

**B. Public Hearing – Fiscal Year 2015-16 Budget and Millage Rates**

Finance Director/Treasurer Weber presented a power point presentation on the proposed FY 2015-16 budget and millage rates.

Cowley expressed support for the budget and thanked Weber for his hard work. He stated the city is heavily reliant on taxable growth and the key element is to make use of Tax Increment Finance (TIF) strategies. He expressed concern regarding the increasing water rates.

Responding to a question from Galvin, Murphy stated he believes a 25% fund balance is good.

Galvin noted the budget overage is due to the city's effort to focus on economic development and discussed the importance of investing in ourselves.

**Motion to open the public hearing.**

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

**Motion to close the public hearing.**

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

**7. UNFINISHED BUSINESS**

No unfinished business was heard.

**8. NEW BUSINESS**

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**A. Consideration to Adopt Fiscal Year 2015-16 Budget and Establish Millage Rates**

Murphy discussed the process leading up to the approval of the proposed Fiscal Year 2015-16 budget and millage rates.

**Motion to adopt a resolution approving the Fiscal Year 2015-16 budget and millage rates as presented. [SEE ATTACHED RESOLUTION NO. 06-15-012].**

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

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	JoAnne McShane, Councilmember
<b>SECONDER:</b>	Jeff Scott, Councilmember
<b>AYES:</b>	Cowley, Galvin, McShane, Schneemann, Scott

**B. Consideration to Adopt DDA’s 2015-16 Budget and Establish 2015 PSD Special Assessment**

Murphy discussed the highlights of the proposed DDA budget.

**Motion to approve a resolution to adopt the Fiscal Year 2015-16 Downtown Development Authority budget and confirm the 2015 Principal Shopping District special assessment. [SEE ATTACHED RESOLUTION NO. 06-15-013]**

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

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Greg Cowley, Councilmember
<b>SECONDER:</b>	Jeff Scott, Councilmember
<b>AYES:</b>	Cowley, Galvin, McShane, Schneemann, Scott

**C. Consideration to Adopt 2015-16 47Th District Court, Brownfield Redevelopment Authority Agency Budget**

City Administration recommended that the City Council adopt separate budgets for the 47<sup>th</sup> District Court, the Brownfield Redevelopment Authority, the Corridor Improvement Authority, and the joint agency budgets.

**Motion to adopt Fiscal Year 2015-16 budget resolution for the 47th District Court, Brownfield Redevelopment Authority, Corridor Improvement Authority and Joint Agency budgets. [SEE ATTACHED**

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**RESOLUTION 06-15-014]**

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

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

**D. Consideration to Amend Fiscal Year 2014-15 Budget**

City Administration requested the City Council adopt a year-end budget amendment. The year-end amendment is based on the estimates provided by departments during the budget process. It includes any construction fund carryovers from the preceding year, one-time items that were discussed during the budget presentation, and simply refining original budget estimates.

**Motion to adopt a resolution to amend the Fiscal Year 2014-15 budget.**

**[SEE ATTACHED RESOLUTION 06-15-015]**

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

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

**E. Consideration to Adopt Resolution to Amend Residential Refuse/Recycling User Charge**

City Administration advised the city established a separate user charge that would be placed on the July and December tax bills for residential units. The refuse/recycling user charge is structured to cover the full cost of residential refuse collection, yard waste collection, recycling, the household hazardous waste collection program, RRRASOC administrative costs, and the cost associated with the fall leaf collection program.

**Motion to adopt a resolution to amend Residential Refuse/Recycling User Charge effective July 1, 2015. [SEE ATTACHED RESOLUTION NO. 06-15-016]**

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



Schneemann, Scott.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Jeff Scott, Councilmember
<b>SECONDER:</b>	JoAnne McShane, Councilmember
<b>AYES:</b>	Cowley, Galvin, McShane, Schneemann, Scott

**F. Consideration to Amend Water and Sewer Rates Effective July 1, 2015**

Murphy discussed the amendment to the water and sewer fee schedule. Cowley pointed out the only way to reduce the city’s cost is by adding more customers. He stated the strategy of increasing residential development will level off costs.

Eudy noted the establishment of the Great Lakes Water Authority will provide the opportunity to have a say on rates.

Further discussion was held on the fixed costs and how they are appropriated.

**Motion to adopt Chapter 11 of the City Fee Schedule, as presented, which amends the water and sewer fees effective July 1, 2015. [SEE ATTACHED FEE SCHEDULE].**

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

<b>RESULT:</b>	<b>ADOPTED [4 TO 1]</b>
<b>MOVER:</b>	Jeff Scott, Councilmember
<b>SECONDER:</b>	Steve Schneemann, Mayor Pro Tem
<b>AYES:</b>	William Galvin, JoAnne McShane, Steve Schneemann, Jeff Scott
<b>NAYS:</b>	Greg Cowley

**G. Consideration to Amend Employee Administrative Manual and Non-Union Pay Plan**

Murphy reviewed proposed amendments to the Employee Administrative Manual and Non-Union Pay Plan.

Galvin pointed out the amendment related to compensation of unused vacation leave is a temporary one.

Scott expressed appreciation for the hard work of city employees, but pointed out vacation leave provides a balance to work life. He would like to see better

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management of employee time so vacations can be taken.

**Motion to adopt a resolution amending the Employee Administrative manual and Non-Union Pay Plan effective July 1, 2015. [SEE ATTACHED RESOLUTION NO. 06-15-017]**

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

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	JoAnne McShane, Councilmember
<b>SECONDER:</b>	Greg Cowley, Councilmember
<b>AYES:</b>	Cowley, Galvin, McShane, Schneemann, Scott

**H. Consideration to Amend City of Farmington Fee Schedule; Chapter 8 Dealing with Rubbish and Recycling; and Chapter 10 Dealing with Zoning**

Murphy discussed proposed amendment to the Farmington Fee schedule.

**Motion to amend the City of Farmington fee schedule: Chapter 8, Rubbish and Recycling; and Chapter 10, Zoning. [SEE ATTACHED FEE SCHEDULES]**

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

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

**I. Consideration to Amend Downtown Development Authority's Fiscal Year 2014-2015 Budget**

Murphy reviewed the proposed changes to the Downtown Development Authority Fiscal Year 2014-15 budget.

Discussion followed regarding the administrative process for reviewing the DDA budget. Weber confirmed the DDA compensates the city \$6,000 for their financial services.

**Motion to amend the Downtown Development Authority Fiscal Year 2014-15 budget to increase the overall appropriation by \$299,830 from \$624,400 to \$924,230. [SEE ATTACHED BUDGET]**

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

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

**J. Make Appointments to the Parking Advisory Committee**

Murphy reviewed proposed appointments to the Parking Advisory Committee.

**Motion to appoint the following members to the Parking Advisory Committee: Joe Mantey, Michael Fera, Elizabeth Turton and Dwayne Hayes for three-year terms; and Rachel Gallagher, representing the DDA; Kenneth Crutcher representing the Planning Commission; and Greg Cowley representing City Council to unspecified terms.**

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

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

**K. Consideration to Approve Resolution Establishing a Temporary Suspension of the Issuance of New Special Events Permits for Riley Park and Sundquist Pavilion**

Murphy provided the background for a proposed temporary suspension of the issuance of new special event permits for Riley Park and Sundquist.

Responding to a question from McShane, Schultz stated the purpose of the resolution is to suspend any additional events and honor those already in place.

Cowley recommended extending the suspension of additional special events for a period longer than six months due to the Fresh Thyme construction and the resulting burden of limited parking that will be placed on other businesses.

McShane would like to set start and stop dates on the suspension.

Scott stated he does not have a problem with the six month time period for the suspension. He pointed out the purpose for the suspension is to allow enough time to develop a policy that provides consistent treatment of events.

Schneemann expressed support for including a termination date in the motion with six months as an absolute maximum. He does not believe Fresh Thyme construction will impede Springtime events.

McShane would like the motion to include that at the end of the suspension period the city will have a special events policy in place.

Cowley stated the Parking Advisory Committee will likely weigh in on this issue.

**Motion to approve a resolution establishing a temporary suspension of the issuance of new special events permits for Riley Park and Sundquist Pavilion ending on December 21, 2015 at which time a Special Events Policy will be in place. [SEE ATTACHED RESOLUTION NO. 06-15-018]**

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

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

**L. Consideration to approve Supervisory Control and Data Acquisition (SCADA) Upgrades**

Eudy discussed the efficiencies that will result with the Supervisory Control and Data Acquisition (SCADA) improvements.

**Motion to authorize Oakland County Water Resource Commission to begin SCADA improvements.**

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

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

**M. Consideration to approve Budget Amendment: Variable Frequency Drive at 9 Mile Retention**

Eudy advised that earlier this year the city suffered a failure of a Variable Frequency Drive (VFD) at the 9 Mile retention. He stated a voltage surge caused an internal failure of the VFD controller. He advised the Water Resource Commissioner is recommending installation of a 1-sense voltage monitoring equipment to minimize future failures.

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McShane stated we need to find out the source of the power surges which caused the VFD pump failure. She would like a report back on this issue in the future.

**Motion to authorize Oakland County Water Resource Commission emergency replacement of Number One (1) Variable Frequency Drive (VFD) at 9 Mile Retention; and to amend the FY 2015/16 budget.**

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

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

**N. Consideration to Authorize Purchase of In-Car Cameras**

Demers advised his department is requesting authorization to purchase six (6) Watch Guard 4RE in-car camera systems. He stated the Watch Guard system was not the least expensive among those researched. However, it provides a number of features that enhance the effectiveness of the camera, improve operational efficiencies and longer term reliability.

Responding to a question from Scott, Demers confirmed body cameras can be integrated into the system.

Demers also confirmed there are a number of ways to salvage the old cameras.

Discussion followed regarding the maintenance and warranty of the system.

**Motion to authorize the purchase of six (6) Watch Guard 4RE In-Car Camera Systems including hardware, software and additional support in the amount of \$46,539.00.**

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

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

**O. Consideration to Adopt Freedom of Information Procedures and Guidelines**

Schultz discussed the provisions of the new FOIA law and its impact on the city.

McShane suggested placing an article in the city newsletter regarding the new FOIA procedures and guidelines.

Galvin pointed out the State is trying to do the right thing with this new law, but it may end up costing the city more money in the long term.

**Motion to adopt Freedom of Information procedures and guidelines as presented. [SEE ATTACHED PROCEDURES AND GUIDELINES].**

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

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

**9. DEPARTMENT HEAD COMMENTS**

Eudy discussed the need for increased building security measures at the DPW building. He stated the city is looking at options to achieve an accurate way to measure water coming into the community.

Christiansen discussed the city's comprehensive planning programs along with tools available to implement them. He discussed a number of master plans that need to be updated, including the DDA and Parks and Recreation Plans. He stated they are looking to start work on these plans this summer.

Responding to a question from Cowley, Christiansen stated the Grove Center sign has not been completed due to a number of changes made by the owners of the Center. He believes the sign should be completed by the end of the month.

Responding to a question from Scott, Christiansen stated he has met with the owner of the Uptown Plaza who is in the process of re-purposing the parking lot. He discussed a number of other changes also taking place.

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Demers advised his department just finished the second week of parking enforcement where only written warnings were issued. He discussed the number of warnings that were issued in both the north and south lots. He stated the cadets are enforcing based on established policy. He noted there were some confrontations that were handled professionally.

Discussion followed regarding reasons for confrontations, how parking will be handled during the Founders Festival, and the issuance of violations.

Demers thanked Council for approving his department's budget. He noted a letter of retirement from Christine Schutz has been received.

Demers discussed the reasons for decreased number of traffic tickets issued over the past year, as reflected in the District Court budget. He stated the primary reason was his department was down three staff members.

Demers spoke about a recent rash of car break-ins and encouraged residents to lock their car doors at night.

Murphy thanked Council for hiring him. He stated his first two weeks on the job have been wonderful. He discussed a battery collection program that will be implemented at city hall.

## **10. COUNCIL COMMENT**

Scott expressed concern regarding projects that continue to linger. He stated Council may want to look at tougher enforcement guidelines. He cited a number of unfinished projects in the city. He stated times are changing and there can be no more excuses for not cleaning up properties.

McShane expressed concern regarding the time and money spent in the downtown. She stated in the meantime the city has ignored other areas including Shiawassee Park. She noted the city has not been maintaining its property. She pointed out the pickets in Shiawassee Park that were donated need to be taken down due to a lack of maintenance and the tennis courts are in disrepair. She noted the city just spent \$60K on Riley Park in the downtown.

McShane suggested using the northern part of Drake Park as a possible site for relocating historic homes in order to save them from destruction.

Schneemann welcomed Dave Murphy to his new position as City Manager. He noted the former City Manager left the city in good order and is poised for great things.

Cowley welcomed Murphy to the team. He announced the first meeting of the Parking Committee will be held on Wednesday. He congratulated those who volunteered to serve. He is looking for quick recommendations on what needs to be done to address the parking issues.

Galvin welcomed Murphy as well. He noted the community has gone through significant changes over the last 18 months and cited a number of them. He recognized the upcoming retirement of Farmington Hills City Manager, Steve Brock, and wished him the best.

**11. ADJOURNMENT**

**1. Motion to adjourn the meeting.**

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

The meeting adjourned at 9:40 p.m.

\_\_\_\_\_  
William E. Galvin, Mayor

\_\_\_\_\_  
Susan K. Halberstadt, City Clerk

Approval Date: \_\_\_\_\_

Minutes Acceptance: Minutes of Jun 15, 2015 7:00 PM (Approval of minutes)



**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
July 20, 2015

**Reference  
Number  
(ID # 1932)**

**Submitted by:** Frank Demers, Director of Public Safety

**Description:** Introduction of New Public Safety Officer-Christopher Saunders

**Requested Action:**

**Background:**

Cadet Christopher Saunders was promoted to the rank of Public Safety Officer on July 6, 2015. Director Frank Demers will administer the Farmington Public Safety Code of Honor to officer Saunders and officially introduce him to City Council.

**Agenda Review**

**Review:**

Frank Demers      Completed    07/07/2015 2:07 PM  
City Manager      Pending  
City Council Pending    07/20/2015 7:00 PM

**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
July 20, 2015

**Reference  
Number**

**Submitted by:** David Murphy, City Manager

**Description:** Consideration to Establish Hickling Village, Nottinghamshire, England as a Friendship City to the City of Farmington

**Requested Action:**

Move to adopt a resolution establishing a Friendship City Relationship with Hickling Village Nottinghamshire, England

**Background:**

Michigan's past Governor Fred M. Warner was born in Hickling Village on July 20, 1865; the Hickling Village still celebrates Warner as we do.

**Agenda Review**

**Review:**

David M. Murphy Pending

City Manager Pending

City Council Pending 07/20/2015 7:00 PM

**RESOLUTION NO. (ID # 1949)**

The City of Farmington, Michigan, shall establish a Friendship City relationship with Hickling Village, Nottinghamshire, England.

WHEREAS, the city of Farmington establishes ties of friendship, understanding and goodwill with Hickling Village by resolutions duly adopted by the Farmington City Council; and

WHEREAS, Michigan's governor from January 1, 1905 to January 2, 1911, Fred M. Warner, resided in Farmington, Michigan during his tenure as governor; and

WHEREAS, Fred M. Warner was born in Hickling Village on July 20, 1865 - Warner's parents came to Michigan when he was an infant, and his mother, Frances, died shortly after they arrived here. Left with four children, William Maltby gave up custody of Fred and his sisters Emily and Clara; the eldest child, John Henry, apparently stayed with his father, but died a few years later. An indenture agreement signed in 1865 placed Fred in the care of Farmington pioneers P. Dean and Rhoda Warner.

WHEREAS, in May, 2015, Carol Beadle of Hickling Village contacted the Farmington Downtown Development Authority website looking for information to support the village celebration of Governor Fred Maltby Warner's 150th birthday;

WHEREAS, the subsequent relationship between the two communities exchange enriched both groups of local historians.

WHEREAS, the two communities can share historic artifacts and correspondences that pertain to Governor Warner; e.g., items sent from Hickling Village were displayed during a July 9, 2015 porch party at the Governor Warner Mansion, and items from Farmington will be on display during the Hickling Village celebration;

WHEREAS, the city of Farmington has much in common with Hickling Village and both communities will benefit from exchanges of ideas of mutual interest: historical, education and culture; and

WHEREAS, stemming from the common interest of Governor Warner, the two communities would like to develop people-to-people relationships between the citizens of Farmington and Hickling Village; and

WHEREAS, with mutual support from the communities of both Farmington and Hickling Village, it seems appropriate that the City of Farmington enter into a friendship-city relationship with Hickling Village;

Now, therefore,

BE IT RESOLVED by the Farmington City Council

That it hereby authorizes the Mayor of the City of Farmington to formalize a friendship-city relationship between Farmington, Michigan, USA and Hickling Village, Nottinghamshire, England for the purpose of strengthening the bonds initiated through historic preservation, cultural, business, and economic exchanges, furthering the ties of

Resolution (ID # 1949)

Meeting of July 20, 2015

friendship, and promoting enduring goodwill between the people of the United States and the people of England.

**Farmington City Council  
Staff Report****Council Meeting Date:**  
July 20, 2015**Reference  
Number  
(ID # 1938)****Submitted by:** David Murphy, City Manager**Description:** Historic Commission Annual Report**Requested Action:****Background:****Agenda Review****Review:**

David M. Murphy Pending

City Manager Pending

City Council Pending 07/20/2015 7:00 PM

## Farmington Historical Commission Annual Report

July 1, 2014 through June 30, 2015

In accordance with the bylaws of the Farmington Historical Commission, this annual report is prepared by the chairperson, approved by the Commission, and presented to City Council each year outlining the activities of the Historical Commission for the previous year.

The Commission meetings are held in Meeting Room A on the fourth Thursday of the month at 7:30 pm. The November and December meetings are combined into one, on the first Thursday of December. The meetings are open to the public and agendas are posted beforehand. All of our meetings were well attended, resulting in quorums.

The purpose of the Farmington Historical Commission shall be:

1. To safeguard the heritage of the City of Farmington by preserving the cultural, social, economic, political and architectural elements having historic significance.
2. To stabilize and improve property values in such districts.
3. To foster and promote civic beautification with emphasis on historical significance.
4. To promote the use of local history for education, pleasure and the welfare of the citizens of the City.
5. To encourage the collection of records and objects which interpret the history of Farmington, and to cooperate in the establishment and operation of a museum or other appropriate center for the custody and display of such items.

### **Preservation:**

The Ad Hoc Study Committee continues their work of cataloguing and photographing all residential structures 75 years or older.

### **Education:**

A series of articles on historic communities and the purpose of the Historical Commission were published in the Farmington Observer.

Articles on homes within the Historic District were published in the Farmington Observer.

Restored the Historic Home Plaque program.

### **Co-operation:**

Worked with the City Manager and the signage committee to design new Historic District signs. Improved communication with the Building Department.

Worked with the Farmington Area Chamber of Commerce and the DDA to coordinate events at the Warner Mansion with downtown events.

The Warner Mansion was the site of the Beautification Commission's beautification awards ceremony.

A commissioner attends Planning Commission meetings and reports back to the Commission.

### **Training:**

Two commissioners attended the Historical Society of Michigan's Local History Conference in Sterling Heights in March. There they found a presenter of historic fashion programs who was used for the Governor Warner Museum fashion show and fundraiser in May.

**Planning:**

Updated the Commission Bylaws and forwarded them to the City Manager for review.  
Set goals and objectives for 2015.

**Acquisitions:**

Acquired a Farmington City Map dated about 1873. It was scanned and shared with the Commissioners. The original was given to the Farmington Community Library to be scanned and placed in the History Room archive.

**Events:**

Some Commission members are also Warnerettes and marched in the Farmington Founders Day, the Farmington Holiday Lights Parade, and the Northville Victorian Parade.  
The Commission, along with the Garden Volunteers, sponsored the Governor Warner Mansion Porch Party on July 10.

**Alterations to buildings within the Historic District:**

The Commission continued to simplify and speed up our review process by encouraging applicants to prepare “completely digital” applications so that we can email them to the commission members for consideration before the meeting.  
The Commission carefully reviewed, commented on, or approved four homeowner applications in 2014-15.

Porch repair at 33309 Oakland – approved

The homeowner presented his plans at our April meeting for repair of the front porch and a small rear deck.

Addition and garage replacement at 23801 Farmington – still pending final design

The homeowner came to our February meeting with his preliminary project plans. We commented on the garage design, he made some adjustments and emailed new drawings to the Commission in March. He has been working with the building department on meeting the city’s design requirements, height, square footage, setbacks, etc. As of our June 25<sup>th</sup> meeting, he still hasn’t made a formal application.

Three commissioners met with him at his home on June 30 to review his changes and discuss our objections. He has made some desirable changes to his garage design but it is too tall and unlikely to receive a variance.

He still wants to extend his front porch to the northeast, making a wrap-around style that is incompatible to the four-square style of the house. We explained that the Commission’s decision was advisory only, but this change to the front facade would make his home non-contributing to the Historic District and might affect future tax credits or rehabilitation grants. We base our objections on the Secretary of the Interior’s Standards for Rehabilitation

3) *Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken*

and 6) *Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence*

and 9) *New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.*

New roof and siding at 33503 Shiawassee - roof approved, siding denied

At our June meeting the homeowner presented her plans for a new asphalt roof and vinyl siding and brought material samples. We approved the black fiberglass shingle roof and denied the siding, based on the Secretary of the Interior's Standards for Rehabilitation - 6) *Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.*

We explained that the Commission's decision was advisory only. We urged her to take care that the new siding approximates the style of the original, with the same reveal, columns and frieze. We encouraged her to get a quote for painting. She was concerned about cost but hadn't received a bid for painting before making the decision to go with siding.

New trim and gutters at 33432 Oakland - gutters approved, aluminum and vinyl trim denied

At our June meeting the building owner presented her plans for new 6" aluminum gutters, vinyl soffits, vinyl porch ceiling, and aluminum cladding of all wooden trim and brought material samples. We approved the gutters but denied the vinyl and aluminum trim, based on the Secretary of the Interior's Standards for Rehabilitation - 6) *Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.*

We explained that the Commission's decision was advisory only. The building owner was determined to cover the wood trim so we urged her to reconsider her plans to use the soffit material as porch ceiling and choose a material that would more closely approximate the narrow bead board already there.

We were very pleased to receive an email four days later in which she said that she had reconsidered her project and would be replacing the rotted boards with painted wood after all.



## Farmington City Council Staff Report

**Council Meeting Date:**  
July 20, 2015

**Reference  
Number**

**Submitted by:** David Murphy, City Manager

**Description:** Consideration to Adopt Resolution Authorizing 2015 Capital Improvement Bond

**Requested Action:**

Move to Adopt Resolution Authorizing 2015 Capital Improvement Bond

**Background:**

On April 20, 2015 the City Council approved a resolution that provided notice of intent to issue bonds. In consultation with bond counsel and financial advisor for the issuance of the debt, the City Administration recommended a capital improvements bond for three sewer improvement projects. The City Clerk published a notice that initiated a 45-day period in which registered voters could circulate petitions requiring the debt issue to be approved by voters. The 45-day period concluded in early June with no petitions pulled.

The proposed amount contained in the notice was \$1,500,000 which is conservatively high. It is important to note the source of repayment for the bonds will be water and sewer revenues. Listed below is a description of the projects. It is not anticipated that these projects will take place until late summer, early fall.

1. Reconstruction of Twin Valley Sewage Lift Station - This project involves the total reconstruction of the Twin Valley Lift Station which includes new wet well, pumps, electrical service, telemetry equipment, force main connection to sanitary sewer interceptor, engineering services, along with by-pass operation during construction. This project is necessary because the existing lift station is already operating over its capacity and is a challenge for the Public Works Department during wet weather events. Furthermore, it is necessary if there is any potential for future redevelopment north of Shiawassee between Farmington Road and Raphael Street. **Estimated Cost: \$850,000.**
2. Bank Stabilization of Sewer Interceptor Main - This project involves the restoration of the City's main sewer interceptor that runs along the Rouge River from Grand River Avenue to the Sewer Detention Basin. The existing main is currently exposed as a result of past erosion along the river. The project will stabilize the area around the sewer interceptor, control future erosion, and provide adequate cover to the sewer main. The estimated cost includes engineering services. The project is necessary because you cannot have your primary sewer line exposed let alone near a body of water. **Estimated Cost: \$225,000.**

Resolution (ID # 1948)

Meeting of July 20, 2015

3. Sanitary Sewer Lining - This project involves the lining of approximately 4,100 linear feet of sewer main in areas throughout the City. The Department of Public Works and City Engineers have identified areas in which substantial root intrusion occurs and where the sanitary sewer main is in good enough condition for a cured-in-place lining. This project has two primary benefits. It will reduce the possibility of sewer backups into residential homes due to root intrusion. Second, it will significantly reduce the frequency of the Public Works personnel root cutting these lines. It will move them from a six month schedule to a 3-5 year schedule. The estimated cost includes engineering services. **Estimated Cost: \$375,000.**
4. Bond Issuance Cost - This covers the estimated cost of issuing bonds which include: bond counsel, financial advisor, rating agency review, publishing costs, notification costs, and bond underwriting. **Estimated Cost: \$50,000**

### Agenda Review

**Review:**

**David M. Murphy Pending**

**City Manager Pending**

**City Council Pending 07/20/2015 7:00 PM**

**RESOLUTION NO. (ID # 1948)**

**RESOLUTION AUTHORIZING  
2015 CAPITAL IMPROVEMENT BONDS  
(LIMITED TAX GENERAL OBLIGATION)**

**City of Farmington  
County of Oakland, State of Michigan**

Minutes of a regular meeting of the City Council of the City of Farmington, County of Oakland, State of Michigan (the "City"), held on July 20, 2015, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Members: \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

WHEREAS, the City does hereby determine that it is necessary to pay all or part of the costs of acquiring, constructing, furnishing and equipping sanitary sewer system improvements, including lift station improvements, sewer interceptor main improvements, sewer main lining and all related improvements (the "Project"); and

WHEREAS, to finance the cost of the Project, the City Council deems it necessary to borrow the principal amount of not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to pay all or part of the cost of the Project; and

WHEREAS, a notice of intent for bonds was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication and as of this date no petition has been filed with the Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated 2015 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) (the "Bonds") are authorized to be issued in the aggregate principal sum of not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) for the purpose of paying all or part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of the date of delivery. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof.

The Bonds shall be sold at a price not less than 99.5% of the principal amount thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser of the bonds, then the bonds will be subject to mandatory redemption in accordance with the foregoing maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable to the registered owner of record as of the 15th day of the month preceding the payment date for each interest payment. The principal of the Bonds shall be payable at a bank or trust company as a registrar and transfer agent for the Bonds to be selected by the City Manager (the "Transfer Agent").

The Bonds shall be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the City Manager is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the Bond Form within the parameters of this resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signatures shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from the City Manager or Treasurer of the City upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The Treasurer is authorized and directed to open a depository account with a bank or trust company designated by the City Council, to be designated 2015 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The Treasurer is authorized and directed to open a separate depository account with a bank or trust company designated by the City Council, to be designated 2015 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) CONSTRUCTION FUND (the "Construction Fund") and deposit into said Construction Fund the proceeds of the Bonds less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Project and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF OAKLAND

**CITY OF FARMINGTON**  
2015 CAPITAL IMPROVEMENT BOND  
(LIMITED TAX GENERAL OBLIGATION)

Interest <u>Rate</u>	Maturity <u>Date</u>	Date of <u>Original Issue</u>	<u>CUSIP</u>
	May 1, _____	_____, 2015	

Registered Owner:

Principal Amount: \_\_\_\_\_ Dollars

The City of Farmington, County of Oakland, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on \_\_\_\_\_ 1, 20\_\_ and semiannually thereafter. Principal of this bond is payable at the designated office of \_\_\_\_\_, \_\_\_\_\_, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of \$\_\_\_\_\_, issued for the purpose of paying the cost of certain capital improvements for the City. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended and a duly adopted resolution of the City.

Bonds of this issue maturing in the years 2016 to 2025, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the year 2026 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after May 1, 2025, at par and accrued interest to the date fixed for redemption.

[Insert term bond provisions, if necessary.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and

deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Farmington, by its City Council, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF FARMINGTON  
County of Oakland  
State of Michigan

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Clerk

(SEAL)

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.



(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

\_\_\_\_\_  
\_\_\_\_\_, Michigan  
Transfer Agent

By: \_\_\_\_\_  
Authorized Signatory

[Bond printer to insert form of assignment]

7. Notice of Sale. The City Manager, in consultation with the City’s financial advisor and bond counsel, is authorized to fix a date of sale for the Bonds and to publish a notice of sale of the Bonds in *The Bond Buyer*, New York, New York, which notice of sale shall be in substantially the following form:

MILLER, CANFIELD, PADDOCK AND STONE, P.L.L.C.

OFFICIAL NOTICE OF SALE

\$1,500,000\*

CITY OF FARMINGTON  
 COUNTY OF OAKLAND, STATE OF MICHIGAN  
 2015 CAPITAL IMPROVEMENT BONDS  
 (LIMITED TAX GENERAL OBLIGATION)

*\*Subject to adjustment as set forth in this Notice of Sale*

SEALED BIDS for the purchase of the above bonds will be received by the undersigned at the Offices of the City Manager located at the Farmington City Hall, 23600 Liberty Street, Farmington, Michigan 48335 on \_\_\_\_\_, the \_\_\_ day of \_\_\_\_\_, 2015 until \_\_\_ .m., prevailing Eastern Time, at which time and place said bids will be publicly open and read.

SEALED BIDS will also be received in the alternative on the same date and until the same time at the offices of the Municipal Advisory Council of Michigan (the "MAC"), Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, when, simultaneously, the bids will be opened and read.

FAXED BIDS: Signed bids may be submitted by fax to the City at fax number (734) 243-8683, Attention: City Manager and by MAC members only to the MAC at (313) 963-0943, provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure and the GOOD FAITH DEPOSIT MUST BE MADE AND RECEIVED as described in the Section "GOOD FAITH" below.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of initial delivery, numbered in order of registration, and will bear interest from their date payable on \_\_\_\_\_ 1, 20\_\_\_, and semiannually thereafter.

The bonds will mature on the 1st day of May in each of the years, as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2016	\$35,000	2026	\$75,000
2017	55,000	2027	80,000
2018	55,000	2028	80,000

2019	55,000	2029	85,000
2020	60,000	2030	90,000
2021	60,000	2031	90,000
2022	65,000	2032	95,000
2023	65,000	2033	100,000
2024	70,000	2034	105,000
2025	75,000	2035	105,000

\*ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES:

The aggregate principal amount of this issue has been determined as the amount necessary to construct the project and to pay costs of issuance on the bonds assuming certain conditions existing as of the date of publication. Following receipt of bids and prior to final award, the City reserves the right to increase or decrease the aggregate principal amount. The increase or decrease will be in increments of \$5,000. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at rate or rates not exceeding 6% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates bid shall not exceed three percent (3.0%) per annum. THE INTEREST RATE FOR EACH SERIAL OR TERM BOND MATURITY SHALL BE EQUAL TO OR GREATER THAN THE PRECEDING SERIAL OR TERM BOND MATURITY. No proposal for the purchase of less than all of the bonds or at a price less than 99.5% of their par value will be considered.

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2016 to 2025 inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2026 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after May 1, 2025, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities from May 1, 2016 through the final maturity as term bonds and the consecutive maturities on or after the year 2016 which shall be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on May 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

BOOK-ENTRY ONLY: The bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of acquiring and constructing certain capital improvements for the City. The bonds will be a first budget obligation of the City, payable from the general funds of the City including the collection of ad valorem taxes on all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

GOOD FAITH: A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of \$\_\_\_\_\_ payable to the order of the Treasurer of the City will be required of the successful bidder. The successful bidder is required to submit its good faith deposit to the City as instructed by the City on the next business day following the sale if wired, or prior to the sale if provided in the form of a physical check. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the City. No interest shall be allowed on the good faith check. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on \_\_\_\_\_ 1, 20\_\_ and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to \_\_\_\_\_, 2015, in an

amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the City, computed in the manner specified above.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The successful bidder will be required to furnish, at delivery of the bonds, a certificate in a form acceptable to bond counsel as to the “issue price” of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the “Code”). Such certificate will include (i) for those maturities where 10% of each such maturity of the bonds has been sold to members of the general public (excluding underwriters, brokers and dealers) prior to delivery of the bonds, the price at which the first 10% of each such maturity was sold to members of the general public, and (ii) for those maturities where 10% of such maturity has not been sold to members of the general public (excluding underwriters, brokers and dealers) prior to delivery of the bonds, an agreement by the successful bidder to provide bond counsel with the prices at which the first 10% of each such maturity is ultimately sold to members of the general public.

QUALIFIED TAX EXEMPT OBLIGATIONS: The City has designated the bonds as “Qualified Tax Exempt Obligations” for purposes of the deduction of interest expense by financial institutions pursuant to the Code.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the bonds, the bidder agrees to the representation of the City by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall

constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: The City or its financial advisor will provide the winning bidder with a reasonable number final Official Statements within 7 business days from the date of sale so as to permit the underwriter to comply with the Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Public Financial Management, Inc., financial advisor to the City, upon request and agreement by the underwriter to pay the cost of additional copies. Requests for additional copies should be made to Public Financial Management, Inc. within 24 hours of the date of sale.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the sixth month after the end of each fiscal year commencing with the fiscal year ended June 30, 2015, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS" By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

FINANCIAL CONSULTANT: Further information relating to the bonds may be obtained from Public Financial Management, Inc., 305 E. Eisenhower Parkway, Suite 305, Ann Arbor, Michigan 48108. Telephone: (734) 994-9700, Facsimile: (734) 994-9710, E-mail: blanchettk@pfm.com.

ENVELOPES containing the bids should be plainly marked "Proposal for 2015 Capital Improvement Bonds (Limited Tax General Obligation)."

Sue Halberstadt  
City Clerk  
City of Farmington

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than twenty (20) years.

9. Tax Covenant; Qualified Tax-Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds. The City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

10. Official Statement; Insurance; Ratings. The City Manager is authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to the Bonds; to procure a policy of municipal bond insurance with respect to the Bonds or cause the qualification of the Bonds therefor if, upon the advice of the financial advisor to the City, the acquisition of such insurance would be of economic benefit to the City; and to obtain ratings on the Bonds.

11. Continuing Disclosure. The City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the City Manager is hereby authorized to execute such undertaking prior to delivery of the Bonds.

12. Authorization of Other Actions. The City Manager is hereby authorized to adjust the final Bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters within the parameters described in this resolution. The City Manager is authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

13. Award of Sale of Bonds. The City Manager is hereby authorized on behalf of the City to award the sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the Official Notice of Sale as published.

14. Appointment of Bond Counsel. The appointment of the law firm of Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan, as Bond Counsel for the Bonds is hereby confirmed.

15. Financial Consultant. The appointment of Public Financial Management, Inc. as financial advisor to the City in connection with the issuance of the Bonds is hereby confirmed.



16. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: \_\_\_\_\_  
\_\_\_\_\_

NAYS: Members: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Sue Halberstadt  
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington, County of Oakland, State of Michigan, at a regular meeting held on July 20, 2015, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
Sue Halberstadt  
City Clerk

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**Farmington City Council  
Staff Report**

**Council Meeting Date:**  
July 20, 2015

**Reference  
Number  
(ID # 1943)**

**Submitted by:** Chuck Eudy,

**Description:** Consideration to Authorize Purchase of Replacement Van for Water Department

**Requested Action:**

Move to authorize the purchase of a 2015 or 2016 GMC or Chevrolet 2500 cargo van not to exceed \$33,200.00

**Background:**

The Fiscal Year 2015-16 Budget contains \$33,200.00 for the replacement of a Water Department cargo van with accessories including shelving and AC/DC inverter. City Administration is recommending that the City Council authorize the purchase of a 2015 unit, if available. This vehicle is associated with the State of Michigan, Oakland County, and Macomb County bid process. The 2015 vehicle bid dates back to 2011. Comparable 2016 vehicles will have substantial price increases effective September 1, 2015. If a 2015 unit is not available it will be necessary to order a 2016 unit at the higher bid price. As a result, City Administration is requesting authorization to purchase a new Cargo Van not to exceed the 2015-16 budgeted amount of \$33,200 from a MiDeal authorized vendor. The exact purchase price will be contingent to which model year is purchased.

**Agenda Review**

**Review:**

**Chuck Eudy Pending**

**City Manager Pending**

**City Council Pending 07/20/2015 7:00 PM**

**Farmington City Council  
Staff Report**
**Council Meeting Date:**  
July 20, 2015

**Reference  
Number  
(ID # 1942)**
**Submitted by:** Chuck Eudy,

**Description:** Consideration to Authorize Purchase of Replacement Dump Truck

**Requested Action:**

Move to authorize the purchase of a 2016 Freightliner dump truck with snow plowing and salting accessories.

**Background:**

City Administration is requesting the City Council authorization to purchase a new dump truck from the Rochester Hills RFP Co-operative purchasing program. This truck will be replacing the current 17 year old truck. All of our dump trucks are GMC vehicles. It has become difficult to locate numerous replacement parts for those vehicles due to the GM bankruptcy several years ago.

The Fiscal Year 2015-16 Budget contains \$190,000 appropriated for this purchase. Current build time estimates for a vehicle of this type is 9 - 12 months. The co-operative purchasing program will have a pricing adjustment effective September 1, 2015. Estimated delivery date is late September 2016.

The truck chassis will be ordered from Wolverine Truck Group, the snow plowing and salting equipment will be ordered and assembled by Truck & Trailer Specialties.

**Agenda Review**
**Review:**
**Chuck Eudy Pending**
**City Manager Pending**
**City Council Pending 07/20/2015 7:00 PM**



# WOLVERINE

**FREIGHTLINER - EASTSIDE, INC.**

107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

January 29, 2015

City of Farmington  
RE: RH Co-op Truck Pricing

Attn: Mr. Chuck Eudy

Following is Freightliner Chassis pricing information as per your request.

Pricing and conditions are as per the Rochester Hills Co-op Award Agreement.  
Please reference RFP-RH-13-30 dated 8/8/13 and all related documents.

SINGLE AXLE 39,000# GVW CHASSIS

Truck Chassis.....	\$83,114.00
2015 Model Year.....	750.00
2016 Model Year.....	1,200.00
Cab Color, Red.....	N/C
Pre-Wire, Brake Controller.....	638.00
Delete Hood Hatches.....	< 361.00>
Seat, (3) Chamber Lumbar.....	134.00
Spares.....	1,382.00
Diff Lock.....	530.00
<u>TOTAL: \$87,387.00</u>	

\*\* Barring any major component increases, pricing should be good through 9/1/15 \*\*

Ken Malkowski  
Government Sales Manager

Attachment: 2015\_16 FY Chassis Quote (1942 : 2015-16 Dump Truck)

**Truck & Trailer Specialties**  
**6726 Hanna Lake**  
**Dutton, Mi. 49316**  
**Phone 616-698-8215, Fax 616-698-0972**

**January 29, 2015**

**For: City of Farmington**

**Attn: Chuck Eudy**

**Pricing based on Master Document for published quotations of the  
City of Rochester Hills RFP-RH-13-030nAwarded November 2013**

**Budget Numbers for July 1, 2015**

**Install Lighting and electrical system including the following:**

Utilizing chassis 6 pack of switches: rear and side Warning lights, salt spreader and salt spreader work lights, front warning lights

Separate switches in console for:

Low oil override

Indicators: heads up display for joy stick function, body up, low oil, low liquid

Rear lighting

6" oval LED S/T/T lights

LED back up lights and

LED amber warning flashers.

Facing to the side:

Sound off Predator LED lights

LED marker lights

stainless steel stationery cab shield with:

Sound off Predator LED lights (1) each side and (2) facing forward

Plow lights with aluminum plow light brackets

Solenoid controlled fuse box for accessory circuits

Two 4" Weldex LED spreader work lights mounted at rear

One 4" Weldex LED scraper work light mounted on passenger side of chassis

Ground wire for lights will be routed to fire wall and connect to a protected independent ground point

Proximity switch for hoist up light and jib out

Betts junction box mounted at the rear of chassis

Backup alarm included

All electrical requirements for attachments will have WP connectors at front of attachment and behind driver's side cab for chassis

**Install Air controlled hydraulic system including the following:**

Front mounted load sense piston pump = A10V085DFR/52L-PKC62N00.

Pump is 85CC displacement

Front cross member for pump mounting

Spicer 1310 driveline

Low oil shut down valve and over-ride circuit

Attachment: 2015\_16 FY dump v box budget estimate (1942 : 2015-16 Dump Truck)

**Truck & Trailer Specialties**  
**6726 Hanna Lake**  
**Dutton, Mi. 49316**  
**Phone 616-698-8215, Fax 616-698-0972**

**Rexroth M4-12 load sense hydraulic valve** with pressure compensated flow controls for the following functions:

- Air section for scraper up/down with load sense limit
- Air section for scraper swing
- Air section for front plow
- Air section for front plow angle
- Air section for dump hoist with 500 PSI A-port load sense limit
- EPC section for dual augers
- EPC section for spinner
- EPC section for pre-wet
- EPC section for future anti-ice attachment (capped)

Choice of schedule 80, type 304 stainless steel pipe or stainless steel tubing for spreader circuit plumbing to the rear of the chassis. All necessary hoses and fittings.

Stainless steel hydraulic couplers for sander circuit disconnect and plow reverse circuit

**Install CS 550 electronic sander controller** including the following:

- Touch screen
- Closed loop operation for spreader, spinner, pre-wet and anti-ice operations
- Programmable blast and pause
- Data down load and programming is with a thumb drive
- WiFi and GPS capable
- Training is included

**Install 38 gallon hydraulic oil reservoir/valve enclosure** combination unit including the following: Type 201 stainless steel construction, Mounted behind cab above frame with ship and car channel mounting brackets, Step installed on the end of the tank

- Tank mounted Zinga type return filter, Suction strainer mounted in the tank
- Ball valve shut on hydraulic tank for case drain and suction ports
- Low oil sensor mounted inside the tank
- Tank is full of AW32 hydraulic oil
- Solid state float switch

**Install Pneu-logic air joystick control** with console in the cab including the following:

- heads up display on dash
- 6 button single joystick controller
- color coded air lines to valve
- armrest console with base mount
- Function switches located in the armrest console

**Install Monroe Loop Hitch model 00023329 plow portion hitch including the following:**

- Channel front bumper with steps and tapered ends
- Steps will be stainless steel grip strut type
- Stainless steel open grating in area between bumper and grill
- 4" DA lift cylinder
- All necessary supports and braces

**Monroe MP41R10-ISCT Full Moldboard Trip Reversible Plow including the following:**

- 10' long x 41" high moldboard

**Truck & Trailer Specialties**  
**6726 Hanna Lake**  
**Dutton, Mi. 49316**  
**Phone 616-698-8215, Fax 616-698-0972**

3/16" roll formed moldboard  
Integral shield  
Six 1/2" x 4" tapered one piece flame cut ribs  
2"x3" x 3/8" top moldboard angle  
4"x4"x3/4" bottom moldboard angle  
Horizontal moldboard brace angles  
Dual compression trip spring assemblies  
4"x4"x 3/8" cross-tube support; full width with 6 point attachment  
3-1/2" x 3-1/2" x 1/2" semi-circle; additional angle braces to front push tube  
Two 4" x 10" double acting power reverse cylinders with 2" nitrided rods  
Cushion valve (shipped loose)  
Built-in Monroe level lift assembly with single chain pick  
Moldboard and pushframe 100% continuously welded  
Powder coated with the moldboard orange and a black pushframe  
3/4" x 8" x 10' one piece top punch cutting edge  
12" x 10' rubber deflector with steel retainer bar, installed  
QCP plow portion hitch installed, weld on  
Pair Monroe 42" cable markers  
Monroe wrap around curb guard with carbide wear strip installed on curb side  
oscillating Snow wheels no 6009 with custom mounting brackets

**Install Monroe MS4510 underbody scraper including the following:**

1" thick x 20" high moldboard  
1/2" thick hanger board with grease manifold brackets installed  
2-1/2" O.D. hinge shaft  
Two heavy duty shock absorbers  
Bolt in trunnion caps for canisters; Outer arm remains bolt on style  
Two 3-1/2" x 10" actuating cylinders; socatri rods  
Cushion valve  
1" solid circle with 5" center pin  
Center pin is piloted into hanger board  
Two 4"x12" reversing cylinders; socatri rods  
Three hinge anchor points  
Hydraulic pipes  
20.5" x 7" poly hold down blocks  
Mounting hardware  
Parts-installation manual  
Hose kit and j-50 type relief valve  
3/4" solid hanger plates  
Grease line kit with manifolds  
Install carbide curb guard on passenger side  
Install Kennametal single insert carbide cutting edges

**Install Crysteel 10' Tipper dump body including the following:**

36" rear and 44" front height, 30" side height  
Single panel, pressed in horizontal side braces

**Truck & Trailer Specialties**  
**6726 Hanna Lake**  
**Dutton, Mi. 49316**  
**Phone 616-698-8215, Fax 616-698-0972**

- 7 gauge 201 stainless steel front, sides, and rear pillars
- ¼" AR400 floor
- 8" I-beam type understructure
- Air operated tailgate with Velvac air controller
- 18" wide rear pillar
- 6 panel tailgate design constructed of 7 gauge type 201 stainless steel
- 9" floor to sides radius
- 10 gauge x 24" cab shield constructed of 7 gauge type 201 stainless steel
- Install body prop kit on each side of the frame
- Mud flaps in front of and behind the drive tires
- Install Mailhot model CS90-4.5-3 DA hoist including the following:
  - Greasable rear hinge and replaceable rear pin
  - Hoist is double acting and trunnion mounted
- Install Roll Rite electric tarp system including the following:
  - Aluminum tarp and tension arms with off set elbows
  - Aluminum tarp housing model 64000
  - Direct drive motor
  - Mesh type tarp cover
- Install hardwood side boards
- Install side mounted ladder
- Install shovel holders as per specification
- Bottom of the body, body hinge, body props, and attaching hardware painted black
- Mudflaps installed as per specifications
- Install Monroe MCV-120-84-56-SF1 Dual Auger Spreader including the following:**
  - 6.5 yard capacity
  - 120" (10') hopper length
  - 84" outside hopper width
  - No doghouse cutout
  - 10 gauge 201 stainless hopper sides and ends
  - 7 gauge 201 stainless longsills
  - Vertical side braces; 201 stainless steel, on approx. 24" centers
  - Dual 7" augers with planetary drive
  - Integral speed sensor in one auger motor
  - Inverted-V installed over augers; 201 stainless
  - Front bearing grease extensions to rear
  - Top screens with center H-beam installed, mild steel, powder black
  - Hydraulic shut-off kit for top screens, installed
  - Full skid with self-storing leg kit and tailgate latch kit, 304 and 201 stainless steel
  - 360 gallon liquid capacity (two 180 gallon tanks) with stainless brackets
  - 7 gpm closed loop pre-wet system, Dickey john flow meter, (no hydraulic valve)
  - Pre-wet spray tube installed in auger trough
  - Bolt-on spinner assembly with dump over door; top motor with poly disc
  - 24" rubber belt side spill shields with stainless retainer strap, side mounted, installed
  - 201 stainless steel front spill shield, installed
  - Stainless steel rear ladder, installed
  - Stainless steel rear bumper
  - Three pair skid roller guides, stainless hardware, shipped loose



**Truck & Trailer Specialties**  
**6726 Hanna Lake**  
**Dutton, Mi. 49316**  
**Phone 616-698-8215, Fax 616-698-0972**

Install jumper hoses with stainless steel hydraulic couplers  
Wire sensors to with WP electrical disconnects  
Remote vent kit for liquid tanks  
Winches and straps for body hold down

**Install ¾” rear hitch plate including the following:**

PH20 Pintle hook – 20 ton rated  
D rings for safety chain  
Choice of 6-way or 7-way round electrical connector

**Install electronic brake controller**

**Install Spray Mate Poly Fender** kit for single axle chassis including the following:

All necessary mounting brackets  
1 pair of full radius fenders  
Flaps mounted at the bottom of the fenders

**Above installed and non- stainless painted complete \$90 -95,000 budget number**