



Regular City Council Meeting
7:00 p.m., Monday, March 5, 2018
Conference Room
23600 Liberty Street
Farmington, MI 48335

FINAL

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on March 5, 2018, at 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:00 pm by Mayor Steve Schneemann.

1. Roll Call

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

City Administration Present

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

2. Approval of Agenda

Move to approve the regular agenda as amended, adding Item 7, Consideration to approve operating agreement to relocate the Farmers Market to the Huron River Club.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bowman, Mayor Pro Tem
SECONDER:	LaRussa, Councilmember

3. Public Comment

No public comment was heard.

4. Consideration to accept the resignation of Todd Huffman from the Historical Commission

Schneemann asked whether the City had reached out to Mr. Huffman about why he stepped down. Bowman will reach out to see what could have been done to make his experience better. Schneemann commented that, as a group, the council needs to be matching up volunteers to where they might be a good fit.

Move to accept the resignation of Todd Huffman from the Farmington Historical Commission.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Bowman, Mayor Pro Tem

5. Event Request for International Foundation for CDKL5 Research

Present: Kelly and Chris Grodzicki

Kelly Grodzicki described the event and offered to answer any questions. Bowman expressed concern that the event is the same weekend that is the traditional weekend for the Run for the Hills event. Galvin suggested that the request be approved without a date and fill it in later. Grodzicki was disappointed as the date had been approved by the City Manager's office. Discussion followed about who has first right of the space/date. Schneemann asked why Grodzicki had picked Shiawassee Park as a venue. Grodzicki said "it's just the perfect place for our event".

Move to approve the Special Event Application for the International Foundation for CDKL5 Research to hold a fund raising event at Shiawassee Park on August 18, 2018 from 8 a.m. until noon, with the provision that the petitioner can modify the date and or time if they so choose.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bowman, Mayor Pro Tem
SECONDER:	Taylor, Councilmember

6. Consideration to Terminate Water Service Agreement and Install Well for a Locust Street Address

Superintendent Eudy summarized the difficulties for this homeowner's water service as related to the City. He indicated that the homeowner would be repaying the City for the well over a 10 year period, with the remaining balance due in full when/if the resident sells the home.

LaRussa asked if there was any reason not to approve this. Eudy could find no reason except the initial cost. Schultz indicated that the solution was a 'win-win' situation,

considering the problem presented. Schneemann questioned the process to further clarify the agreement and asked if other options had been explored. Schultz spoke to the City's obligation to provide water access to a resident. Schneemann initiated discussion to clarify the homeowner's responsibilities versus the City's responsibilities.

Move to approve Cribley Well Drilling of Dexter Michigan to install a well and water softener for 24136 Locust Street in the estimated amount of \$13,000, approving the form of the agreement and any amendments that might be deemed necessary by the City Attorney, the City Administration, and any other party to the agreement. [SEE ATTACHED AGREEMENT]

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Councilmember
SECONDER:	Galvin, Councilmember
ROLL CALL:	Bowman, Galvin, LaRussa, Schneemann, Taylor

7. Consideration to approve operating agreement to relocate the Farmers Market to the Huron River Club on Saturday July 21, 2018

Murphy presented information regarding the proposal.

Move to approve the agreement for the operation of the Farmington Farmers & Artisans Market on Huron River Club property on Saturday, July 21, 2018 during the Greater Farmington Area Founders Festival. [SEE ATTACHED AGREEMENT]

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Bowman, Mayor Pro Tem

8. Other Business

No other business was heard.

9. Council Comment

Schneemann commented that he would like to consider moving council meetings at the first of the month from 7:00 pm to 6:00 pm. He requested that Murphy bring a motion to the next meeting for approval.

LaRussa had a question about the newly published two year work plan and the process for accomplishing the planned goals. He requested information from the City Manager in advance for research purposes as topics are addressed. Murphy suggested starting at the top of the plan, taking two at a time.

10. Adjournment

Move to adjourn the meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bowman, Mayor Pro Tem
SECONDER:	Galvin, Councilmember

The meeting adjourned at 7:32 p.m.

Steve Schneemann, Mayor

Mary J. Mullison, Deputy City Clerk

Approval Date: March 19, 2018

**AGREEMENT TERMINATING PUBLIC WATER SERVICE
AND INSTALLATION OF PRIVATE WELL**

THIS AGREEMENT is made this ___ day of _____, 2017 by and between the City of Farmington, Oakland County, Michigan, herein called the City, whose address is 23600 Liberty Street, Farmington, MI, 48335 and Mark and Michelle Mercieca, whose address is 24136 Locust, Farmington Hills, MI 48335, herein called the Owner

R E C I T A T I O N S

WHEREAS, Owner, owns property located within the City of Farmington Hills, Michigan, described, as follows:

T1N, R9E, SEC 21 PART OF SW 1/4 OF SE 1/4 BEG AT INTER OF PRIVATE DR & EXT OF S LINE OF LOT 1 OF 'CROSMAN & MARQUIS SUB', TH S 89-38-30 E 204.26 FT, TH S 01-21-30 W 221.48 FT, TH N 89-38-30 W 15 FT, TH ALG CURVE TO LEFT, RAD 52.5 FT, DIST OF 82.2 FT, TH N 89-21-00 W 71.86 FT, TH ALG CURVE TO RIGHT, RAD 66.98 FT, DIST OF 107.02 FT, TH N 01-12-01 E 100.23 FT TO BEG 0.88 A

More commonly known as:

24136 Locust, Farmington Hills, MI 48335
Tax Parcel ID: 22-23-21-453-002

(the "Property")

WHEREAS, the City of Farmington Hills does not currently have a water main adjacent to or near the Property and cannot supply the Property with water from its public water supply system;

WHEREAS, the City owns and operates a public water main adjacent to the parcel and had the ability to supply water to the Property from the City's nearby public water storage tank;

WHEREAS, City and Owner entered into a Water Supply Contract, dated February 22, 1999, (the "Water Supply Contract") pursuant to which the City of Farmington agreed to supply water to Owner outside of the City's boundaries.

WHEREAS, the City is no longer able to supply water to the Property with adequate water pressure to continue to meet all applicable laws and requirements.

WHEREAS, the City seeks to terminate the Water Supply Contract and to disconnect the Property from the City's public water supply system.

WHEREAS, as an alternative continuing the connection to the City's public water supply system, the City will agree to facilitate and fund the installation of a private well system on the Property subject to the Owner's repayment the cost of the well installation over time by paying _____, per quarter, ~~which is equivalent to the amount of the average water bill paid by Owner to the City over the past _____.~~

Commented [CE1]: Remove this language. Repayment shall be on an annual billing cycle following the water meter reading schedule and payment terms.

Commented [CE2R1]:

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Owner and the City mutually agree as follows:

1. Project and Estimate of Cost. The Project shall consist of the installation of a single residential well system on the Property, including _____, and also including disconnection from the City's public water supply system, as set forth in the attached and incorporated Exhibit A (the "Project"). The Project shall be constructed substantially in accordance with the plans and specifications reviewed and approved by the Parties. The estimated cost of the Project is set forth in Exhibit A.

Commented [CE3]: Water conditioning system, mutually agreed upon by the homeowner and the City. The City will disconnect the resident from the community water supply at no cost to the customer

2. Contractor. Owner has chosen, and the City has agreed to retain the Contractor identified in Exhibit A to complete the Project (the "Contractor"). The City will enter into construction contract, procure from the contractor all necessary and proper bonds and insurance, cause the Project to be constructed, as set forth in Exhibit A

3. Project Variations and Change Orders. Following the award of the construction contract, the City, without Owner's consent, shall have authority to approve variations or changes during construction that do not materially change the location, capacity or overall design of the Project.

4. Contractor's Insurance. The City shall require all contractors and engineering consultants engaged for the Project to provide commercial general liability, umbrella or excess coverage, workers' compensation, and other insurance; and shall require the contractors to name or provide an endorsement naming the City and Owner, as additional insureds under the required insurance.

5. Permits. The City shall be responsible for obtaining all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Agreement. Upon request, the City will furnish copies of any permit, license, certificate or governmental authorization to Owner.

6. Compliance with Laws and Regulations. The City will comply with all federal and state laws, regulations, and requirements applicable to the obligations under this Agreement.

7. Ownership, Operation and Maintenance. After completion of the Project, Owner shall be the sole owner of the Project and shall be responsible for its continued operation and maintenance, including all on-going expenses for maintenance, repair and/or replacement of any

component of the private well system. The City shall have no continuing obligation to operate, maintain or repair the private well system, or any portion of the Project.

8. Recovery of Installation Costs. In consideration of the conditions set forth in this Agreement, Owner agrees to pay the entire cost of the Project over _____ years by making a quarterly payment to the City ~~in the amount of Owner's average water bill, which the parties agree is approximately \$_____~~ (the "Quarterly Payment"). Owner shall make all payments within 30-days of receipt of billings from the City. Late payments shall be assessed an additional charge in accordance with and in an equivalent amount to a delinquent water bill. In the event that Owner fails or refuses to pay its Quarterly Payment, as provided herein, the remaining unpaid costs, and all accumulated late charges and fees, shall become a recordable lien in favor of the City against the Property, and shall be recovered by the City upon sale of the Property. Any portion of the Project cost unpaid at the time Owner sells the Property shall be paid to the City from the proceeds of the sale of the Property, at the time of closing. When full payment is made, this Agreement shall be terminated and a termination of lien shall be recorded against the Property.

Commented [CE4]: Edit this language to reflect a 10 year term but not related to the customers current usage. Cost could be up to \$250 per quarter.

9. Release and Hold Harmless. Upon completion, inspection and approval of the Project, Owner shall assume all liabilities with respect to all components of the Project installed on the Property, and shall, to the fullest extent permitted by law, indemnify and save the City and its officers, directors, employees, and agents harmless from and against any claims by itself, or any third parties for injury, claim, loss, or damage to any person or property in or about the Property. Furthermore, Owner shall defend, indemnify and hold the City, its officers, directors, employees, and agents harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, fixed or contingent, known or unknown, including costs, expenses and attorneys' fees incurred by the City arising out of or in any way connected with the design, construction, use, maintenance, repair or operation of the Project.

Commented [CE5]:
Will paragraph #9 relieve the city of all obligations at the "Time of Completion"
Or should we include a date the customer must notify the City of any related restoration issues?
Example: The Customer must inform the City within 1 month of project completion of lawn restoration or settling, in home installation of water condition system.

The indemnification provisions within this section shall survive the expiration or termination of this Agreement.

10. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.

11. Reservation of Rights; Governmental Function. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City. In addition, the City maintains that the obligations set forth in this Agreement will be in the exercise or discharge of a governmental function.

12. Severability. If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision of persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Agreement or make execution impractical.

13. Binding Contract; Assignment; and Amendments. This Agreement will be binding upon and for the benefit of the Parties hereto and their respective successors and assigns, subject to any assignment requiring the prior written consent of the non-assigning Party by an amendment to this Agreement signed by both Parties, and the assignor binding the assignee to the terms and provisions of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be considered a valid original.

15. Captions. The section headings or titles and/or all section numbers contained in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

16. Entire Agreement. This Agreement sets forth the entire agreement between the County and the City and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the City in any way related to the subject matter hereof, except as expressly stated herein. This Agreement shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

17. Recitals. The recitals shall be considered an integral part of the Agreement.

[Signatures on following page]

The City of Farmington, a Michigan municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of the City of Farmington, a Michigan Municipal Corporation, on its behalf.

Notary Public

County, Michigan
Acting in _____
County, Michigan
My Commission Expires: _____

By: _____
Mark Mercieca

Michell Mercieca

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Mark Mercieca and Michelle Mercieca, husband and wife.

Notary Public

County, Michigan
Acting in _____
County, Michigan
My Commission Expires: _____

THIS INSTRUMENT DRAFTED BY
AND WHEN RECORDED RETURN TO:
SUE HALBERSTADT, CITY CLERK
City of Farmington
23600 Liberty Street
Farmington, MI, 48335

**AGREEMENT FOR THE OPERATION OF
THE FARMINGTON FARMERS AND ARTISANS MARKET
ON HURON RIVER CLUB PROPERTY**

This Agreement is made and entered into this ___ day of June, 2015 by and between the CITY OF FARMINGTON, a Michigan Municipal Corporation with offices at 23600 Liberty Street, Farmington, Michigan 48335 (the "City") and the HURON RIVER CLUB, L.L.C., a Michigan Limited Liability Company with its registered office at 2267 Shankin, Wolverine Lake, Michigan 48390 ("HRC") that does business at 22575 Farmington Road, Farmington, Michigan 48336 as the Huron River Hunting & Fishing Club (the "Club").

RECITALS

WHEREAS, the City has for many years operated the Farmington Farmers and Artisans Market, an outdoor seasonal weekly market for the enjoyment of residents of the City and surrounding communities; and

WHEREAS, the Market currently operates on Saturdays from May to November in the Walter E. Sundquist Pavilion in downtown Farmington; and

WHEREAS, the annual Greater Farmington Founders Festival will be held from July 16 -19, 2015 in downtown Farmington; and

WHEREAS, the City desires to find an alternate location for the Market during the weekend of the Founders Festival; and

WHEREAS, HRC allowed the Market to be held at the Club during the 2014 Festival; and

WHEREAS, the City has asked HRC to allow the Market to be held at the Club again in 2015; and

WHEREAS, HRC has agreed, subject to the execution of a written agreement providing for the City to indemnify and hold HRC harmless for any and all claims arising out of the operation of the Market at the Club;

THEREFORE, in consideration for the mutual covenants contained herein, the City and HRC agree as follows:

1. HRC hereby agrees to allow the Farmington Farmers and Artisans Market to be held on HRC property at 22575 Farmington Road on Saturday, July 18, 2015. The Market may make use of HRC' parking lot and adjacent grounds but shall not have access to HRC's building except as expressly authorized by the HRC's general manager in her sole discretion. The Market shall maintain HRC property in good repair, and shall vacate HRC property by no later than 5 p.m.

2. The City hereby agrees to defend, pay on behalf of, indemnify and hold harmless HRC, its directors, employees, agents, representatives, and others working on behalf of HRC from any and all claims, demands, causes of action, or damages of any kind or nature against HRC, its directors, employees, agents, representatives, or others working on behalf of HRC arising out of or in any way related to the operation of the Market on HRC property on July 18, 2015.
3. The City shall maintain the following insurance coverages throughout the term of this Agreement, shall name the HRC as an additional insured for Commercial General Liability and Motor Vehicle Liability but not for Workers' Compensation & Employers' Liability Insurance, and shall provide adequate evidence of same:
 - A. Workers' Compensation & Employers' Liability Insurance, Michigan Statutory Limits of Liability.
 - B. Commercial General Liability Insurance on an occurrence basis with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and aggregate.
 - C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owner vehicles, all non-owned vehicles, and all hired vehicles.
4. This Agreement shall be binding upon, and inure to the benefit of the parties and their successors and assigns. However, neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
5. This Agreement is not intended to confer any benefit on any person or entity that is not a party to this Agreement.
6. If any section, subsection, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be considered a separate, distinct and independent portion of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect.
7. This Agreement may be amended at any time, in writing, by mutual consent of the Parties.
8. The actions of the City under this Agreement are a governmental function. It is the intention of the Parties hereto that this Agreement shall not, in any manner, be construed to waive the defense of governmental immunity, which the City possessed prior to the execution of this Agreement.

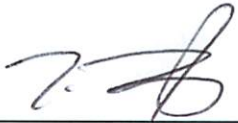
9. This Agreement may be terminated by either party for any reason, including convenience, upon 30 days written notice.

WITNESSES

CITY OF FARMINGTON

By: _____
Its: Mayor

By: _____
Its: City Clerk

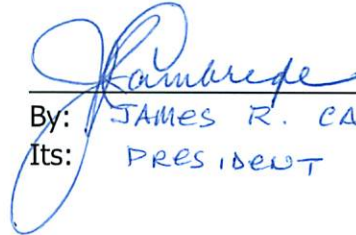


Tod TRUXELL



Dirk A. Beaman

HURON RIVER CLUB, L.L.C.



By: JAMES R. CAMBRIDGE
Its: PRESIDENT