

AGENDA
CITY COUNCIL STUDY SESSION
SEPTEMBER 14, 2026 – 5:30PM
CITY OF FARMINGTON HILLS
CITY HALL – COMMUNITY ROOM
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com

1. Call Study Session to Order
2. Roll Call
3. Update from the Director of [Special Services](#)
4. Update from [DTE](#) Energy Representative
5. Educational Presentation Regarding Data Center Uses
6. Adjourn Study Session

Respectfully submitted,

Carly Lindahl, City Clerk

Reviewed by:

Karen Mondora, Acting City Manager

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-871-2410 at least two (2) business days prior to the meeting, wherein necessary arrangements/ accommodations will be made. Thank you.

Special Services Overview

3 month check-in



Special Services Department
Director Ted Davis



100 Day overview

- Evaluating facilities, programming, operations, and staff
- Meeting with all full-time staff members
- Building out comprehensive 10-year capital plan
- Evaluating fiscal operations
- Evaluating programming efficiencies
- Strategically implementing operations changes

100 Day overview

- Developing plan for MEDC grant for 3rd floor renovations.
- Implementing resident priority registration for Winter 2027 – begins 11/16.
- MDNR grant agreement and design work for Heritage Park playground and parking lot.
- New Activities Center design work
- Continuing discussions around strategic partners – Oakland County, YMCA, 3rd Floor at The Hawk.

SFC Recommendations

FHSS FINANCIAL PERFORMANCE & SUSTAINABILITY INSIGHTS

By industry metrics **FHSS is not a low performing department**, but **needs to improve net income by ~\$2.5 million** to reach the sustainability target.

- *As a self-performing, high service department, FHSS's revenue and cost recovery are both in the upper quartile of peer agencies.*

With **deferred maintenance needs of more than \$20,000,000**, FHSS must activate a **short-term plan to improve and replace assets**.

- *Associated debt service would work against the City's sustainability targets.*

Comprehensive strategies for financial performance and capital expenditures are necessary to achieve the City's goals. Key areas of focus must be:

- *Increasing revenue.*
- *Controlling and reducing expenses.*
- *Activating partnerships to expand capital funds and improve operational/financial performance.*
- *Replacing the Costick Center, finishing Hawk improvements, and planning for CapEx for other assets.*

SFC Recommendations

- Fee Alignment
- Partnerships
- Sponsorships
- .

Increasing Revenue

- Ice Arena rental rate increases starting September 2026. – forecasting an increase of \$50,000/year
- Established increase in non-resident rates beginning September 2026 – forecasting an increase of \$300,000/year
- Farmington Hills Golf Club fee increases for 2027 season – forecasting an increase of \$200,000/year



Hawk Passholder Changes

- Fitness Classes added for Passholders
- 10% discount on Hawk programs and swim lessons.
- Priority registration for Hawk programs including summer camps and swim lessons.
- Multisport Simulator use included.
- Approx. 25% increase in passholder fees
- Anticipated annual increase in revenue \$200,000+
- Goal of growing passholders from 5,600 to 10,000



Special Services Update

Sponsorships

- Meeting with The Superlative Group
- Receiving regular updates on progress and potential sponsors

Partnerships

- Meeting with YMCA on partnership options
- Continued discussion w/Oakland County
- Reached out to Mercy High School
- Hawk 3rd floor options

Special Services Update

Opportunities

- Makerspace sustainability
- Asset management/CIP
- Work Order System
- Golf Course online system
- Farmington Fair share
- Theater sustainability
- Concessions
- Southfield Pool Agreement

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Special Services Department

- Aquatics
- Costick Activities Center
- Farmington Hills Golf Club
- Farmington Hills Ice Arena
- Jon Grant Community Center
- Longacre House
- Parks
- Nature Center
- The Hawk
- The Makerspace

Thank You





September 9, 2026

Farmington Hills City Council
31555 W. Eleven Mile Road
Farmington Hills, MI 48336

Re: Farmington Hills City Council Study Session

Dear Mayor Rich, Members of the City Council, and Acting City Manager Mondora:

Thank you for inviting DTE Energy to participate in the September 14 City Council Study Session. We appreciate the opportunity to meet with Council and discuss our response to the July storm event, planned system reliability improvements, and resources available to customers.

Our team is currently finalizing presentation materials to ensure Council receives the most current and accurate information available. As a result, a final slide presentation will not be ready for inclusion in the board packet.

In advance of the Study Session, City Council may be interested in reading [DTE Electric Company's July 2026 Storm Report](#), which was filed with the MPSC in response to Case No. U-22156 on August 27, 2026. The report is also attached as an attachment with this memo.

Additionally, I would invite Council to use DTE's [Power Improvements Map](#), an easy-to-navigate tool that shows investments made in Farmington Hills 2023-2026 and planned investments through 2028.

We look forward to meeting with Council on September 14 and sharing information about our grid improvements in Farmington Hills. Thank you again for the opportunity to participate in this important discussion.

Sincerely,

Elizabeth Vogel
Oakland County Regional Manager
Corporate & Government Affairs
DTE Energy

AGENDA
CITY COUNCIL MEETING
SEPTEMBER 14, 2026
CITY OF FARMINGTON HILLS
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com
Cable TV: Spectrum – Channel 203; AT&T – Channel 99
YouTube Channel: <https://www.youtube.com/user/FHChannel8>

REQUESTS TO SPEAK: Anyone requesting to speak before Council must complete and turn in to the City Clerk a blue Public Participation Registration Form.

REGULAR SESSION BEGINS AT 7:30PM IN THE CITY COUNCIL CHAMBER

STUDY SESSION (5:30PM Community Room – See Separate Agenda)

REGULAR SESSION

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Approval of regular session agenda
2. Proclamation recognizing the [50th anniversary of Farbman Group](#)

ANNOUNCEMENTS/PRESENTATIONS FROM CITY BOARDS, COMMISSIONS AND PUBLIC OFFICIALS

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 10-24)

All items listed under Consent Agenda are considered routine, administrative, or non-controversial by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Council Member or citizen so requests, in which event the items may be removed from the Consent Agenda for consideration.

CONSENT AGENDA ITEMS FOR DISCUSSION

COUNCIL MEMBERS' COMMENTS AND ANNOUNCEMENTS

CITY MANAGER UPDATE

UNFINISHED BUSINESS:

3. Consideration of approval of the ENACTMENT of Ordinance C-2-2026 to amend the City of Farmington Hills Code of Ordinances to add a new chapter entitled "CITY SEALS, LOGOS, AND FLAGS"

to prohibit use of the City's official seal, logos, and flag for private commercial use; and summary for publication. [CMR 9-26-110](#)

NEW BUSINESS:

4. Consideration of approval of [appointments](#) to various boards and commissions.
5. Consideration of approval of INTRODUCTION of an Ordinance to amend the City of Farmington Hills Code of Ordinances, Chapter 12, "Fire Prevention and Protection," Article II, "Fire Prevention Code," to adopt the 2021 Edition of the International Fire Code. [CMR 9-26-111](#)
6. Consideration of approval of INTRODUCTION of an Ordinance to amend the City of Farmington Hills Code of Ordinances, Chapter 12, "Fire Prevention and Protection," Article IV, "Hazardous Materials," Section 12-63, "Hazardous Materials List; Safety Data Sheets," to Amend the Citation for Act 207 of the Public Acts of 1941. [CMR 9-26-111](#)
7. Consideration of approval of INTRODUCTION of an Ordinance amend the City of Farmington Hills Code of Ordinances, Chapter 12, "Fire Prevention and Protection," Article I, "In General," Section 12-11, "Fire Department Site Plan Review and Design Standards," to amend the standards for hydrants, and Section 12-15, "Residential Smoke Alarms," to reference the current Edition of the International Fire Code. [CMR 9-26-111](#)
8. Consideration of approval of amended Planned Unit Development Plan 12, 2014, and Site Plan 60-7-2025 for Culvers Restaurant. [CMR 9-26-112](#)
9. Consideration of approval of the Third Modification of Consent Judgment #108 between the City of Farmington Hills and the Holocaust Memorial Center. [CMR 9-26-113](#)

CONSENT AGENDA:

10. Recommended approval of amendment to Bid Waivers and Awards for the Fiscal Year 26/27. [CMR 9-26-114](#)
11. Recommended [adoption of a resolution exercising the option to purchase property](#), west of the current Costick Activities Center property.
12. Recommended approval of the Tentative Agreement with the Paid-On-Call Fire Fighters. [CMR 9-26-116](#)
13. Recommended approval of a [Resolution recognizing People for a Better Life](#) as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license.
14. Recommended approval of a request for employment under Section 10.01A of the City Charter for a Swim Leader. [CMR 9-26-117](#)
15. Recommended approval of purchase of desiccant wheel replacements at the Farmington Hills Ice Arena to Munters Corporation in the amount of \$122,066.78. [CMR 9-26-118](#)

16. Recommended approval of purchase of two ambulances to Emergency Vehicles Plus, in the total amount of \$828,038.00. [CMR 9-26-119](#)
17. Recommended approval of purchase of Fleet Vehicles to Lunghamer Ford for nine vehicles in the amount of \$422,876; LaFontaine Automotive Group for three vehicles in the amount of \$91,230; and Berger Chevrolet for ten vehicles in the amount of \$499,101. [CMR 9-26-120](#)
18. Recommended approval of purchase of a Hatsuta Core Sweeper to Revels Turf and Tractor in the amount of \$39,500.00. [CMR 9-26-121](#)
19. Recommended approval of purchase of a new Rain Bird Pump Station for the Farmington Hills Golf Course back nine holes to Mid-Ohio Electric Co., Inc. in the amount of \$186,129.00. [CMR 9-26-122](#)
20. Recommended approval of commitment of General Fund Reserve (\$14 million) for the Activities Center. [CMR 9-26-123](#)
21. Recommended approval of the 2027 Oakland County Auto Theft Prevention Act Subrecipient Agreement with Oakland County. [CMR 9-26-124](#)
22. Recommended approval of [City Council study session minutes](#) of August 10, 2026.
23. Recommended approval of [City Council regular session minutes](#) of August 10, 2026.
24. Recommended approval of [City Council special study session minutes](#) of August 12, 2026.

ADDITIONS TO AGENDA

PUBLIC COMMENTS

Limited to three (3) minutes.

CITY ATTORNEY REPORT

ADJOURNMENT

Respectfully submitted,

Carly Lindahl, City Clerk

Reviewed by:

Karen Mondora, Acting City Manager

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-871-2410 at least two (2) business days prior to the meeting, wherein necessary arrangements/ accommodations will be made.



PROCLAMATION
Recognizing the 50th anniversary of Farbman Group
September 14, 2026

- WHEREAS,** the City of Farmington Hills appreciates the contributions and economic impact of local businesses that drive innovation, provide jobs and create products and services that make the City a desirable destination to live and work; and
- WHEREAS,** the late Burton Farbman, described as “self-taught in commercial real estate” who entered the industry with no money, founded Farbman Group in 1976 and then watched it grow into one of the most important brokerage and real estate firms in Michigan; and
- WHEREAS,** brothers Andy and David Farbman have continued the family legacy since 2000 when their father surprised them with news he was putting them in charge; and
- WHEREAS,** the company constructed its 40,000-square-foot shared headquarters for the broader Farbman family-owned enterprises at 31700 Middlebelt Road in Farmington Hills to support the growth and expansion of the organization for years to come; and
- WHEREAS,** since its inception 50 years ago, Farbman Group has remained committed to the well-being of its employees, clients and communities throughout the Midwest and beyond; and
- WHEREAS,** today, Farbman Group employs more than 200 people and manages more than 30 million square feet of office, retail, multifamily, senior housing and industrial real estate; and
- WHEREAS,** Farbman Group is a wonderful Farmington Hills business and community partner.

NOW, THEREFORE, BE IT RESOLVED that I, Theresa Rich, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby recognize Farbman Group on 50 years of serving the community and wish the group continued success for the next 50 years and beyond.

A handwritten signature in black ink, reading "Theresa Rich", is written over a horizontal line.

Theresa Rich, Mayor



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: SEPTEMBER 14, 2026

DEPT: CITY WIDE

RE: ENACTMENT OF AN ORDINANCE TO ADD A NEW CHAPTER ENTITLED "CITY SEALS, LOGOS, AND FLAGS" TO PROHIBIT USE OF THE CITY'S OFFICIAL SEAL, LOGOS, AND FLAG FOR PRIVATE COMMERCIAL USE

ADMINISTRATIVE SUMMARY

- The City Council discussed copyright of City logos at the July 13, 2026 Study Session.
- At that meeting, City Council reached consensus to consider adopting an ordinance to prohibit the unauthorized use of City logos for commercial profit.
- The draft ordinance has been prepared by the City Attorney. It includes a maximum fine of up to \$5,000.
- City Council approved the introduction of this ordinance at their August 10, 2026 regular city council meeting.

RECOMMENDATION

RESOLVE that City Council hereby approves the ENACTMENT of an Ordinance to add a new chapter entitled "CITY SEALS, LOGOS, AND FLAGS" to prohibit the use of the City's official seal, logos, and flag for private commercial use.

###

Prepared by: Karen Mondora, Acting City Manager

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

ORDINANCE NO. C-2-2026

AN ORDINANCE TO AMEND THE CITY OF FARMINGTON HILLS CODE OF ORDINANCES TO ADD CHAPTER 32, "CITY SEALS, LOGOS, AND FLAGS," TO DEFINE AND IDENTIFY PERMITTED USES OF THE OFFICIAL CITY SEAL, LOGOS, AND FLAGS, AND TO ESTABLISH THE PROHIBITED USES OF SUCH SEAL, LOGOS, AND FLAGS AND THE PENALTIES FOR SAME.

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1 of Ordinance. Ordinance Amendment

The Farmington Hills City Code, is hereby amended to add a new Chapter 32, entitled "City Seals, Logos, and Flags," to read as follows:

Article 32. CITY SEAL, LOGOS, AND FLAGS

Sec. 32-1. Definitions.

- (1) *City flag* means the official flag, and any prior official flags, of the City of Farmington Hills or any department or facility of the City of Farmington Hills, including any cut, facsimile, reproduction, incorporation, likeness, or derivation thereof, which the city or any city department displays or has displayed at City Hall or other city facilities.
- (2) *City logos* means the official logos, and any prior official logos, of the City of Farmington Hills or any department or facility of the City of Farmington Hills, including any cut, facsimile, reproduction, incorporation, likeness, or derivation thereof, which the city or any city department uses or has used at any time for official city business or purposes described in this chapter.
- (3) *City seal* means the official seal, and any prior official seals, of the City of Farmington Hills, including any cut, facsimile, reproduction, incorporation, likeness, or derivation thereof, which the city uses or has used at any time for the official purposes of certifying or authenticating official city documents or other official purposes, as described in this chapter.

Sec. 32-2. Custodians.

The City Clerk or the Clerk's designee is the custodian of the official city seal.

The City Manager or the Manager's designee is the custodian of the official city logos and city flags.

Sec. 32-3. Use of city seal, city logos, and city flags for official use only.

- (1) The city seal, city logos, and city flags are the exclusive property of the City of Farmington Hills.
- (2) The city seal and logos may be used by city employees and elected or appointed city officials in connection with the performance of official city business or city sanctioned events, including but not limited to, placement of the city seal and logos on city vehicles, equipment, letterhead, stationery, envelopes, flags, signs, wall hangings, decorations, advertisements, promotional material, brochures, pamphlets, programs, bulletins, emails, social media, webpages, presentations, uniforms, clothing, uniforms, badges, name plates, news releases, events, or memorabilia, or other city property, materials, or communications.
- (3) The City Clerk and the Clerk's designee are authorized to use the city seal on any ordinance, resolution or other instrument approved by the city council or executed by the mayor, or other city officials, and to use the city seal to authenticate official documents in the conduct of official city business.
- (4) The city flag may be flown or otherwise displayed by elected or appointed city officials, and by city employees in connection with official city meetings, functions, and events.
- (5) The city logos may be used by city consultants and service providers on proposals, presentations, reports, studies, or other deliverables that the consultant or service provider has been asked or contracted by City Council or an authorized city official to provide to the city for the city's use and benefit.
- (6) The city logos may be used for other purposes if and only to the extent written permission is provided by the City Council or City Manager.
- (7) Residents and businesses may fly or display a city flag on their property within the City of Farmington Hills, subject to otherwise applicable city code requirements.

Sec. 32-3. Other approved uses.

The city seal, city logos, or city flag may be used in any other way that is constitutionally- or otherwise legally-protected.

Sec. 32-4. Prohibited uses.

Except as otherwise expressly allowed in this chapter, no person may knowingly:

- (1) Display the city seal or a city logo or flag on, in, or in connection with, any advertisement, promotional material, poster, circular, book, pamphlet, website, web application, or other publication, public meeting, play, video, telecast, or other production, or on any building, monument, or stationery, for the purpose of obtaining anything of value by confusing, deceiving or misleading anyone into a false impression of city action, support, approval, official sanction, sponsorship, or endorsement; or
- (2) Sell, or purchase for resale, any article, product, or item that displays the city seal or a city logo or city flag in a manner that gives the false impression of city action, support, approval, official sanction, sponsorship, or endorsement.

Sec. 32-5. Penalty for violation.

Each violation of any provision of this chapter shall be a municipal civil infraction, punishable as provided under Chapter 1 of this Code by a civil fine of not more than \$5,000.00 and shall entitle the city to have it enjoined.

Section 2 of Ordinance. Repealer

All ordinances, parts of ordinances, or sections of the City Code in conflict with this Ordinance are repealed only to the extent necessary to give this Ordinance full force and effect, and the Farmington Hills Ordinance Code shall remain in full force and effect, amended only as specified above.

Section 3 of Ordinance. Severability

If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 4 of Ordinance. Savings

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they were commenced.

Section 5 of Ordinance. Effective Date

The provisions of this Ordinance are hereby ordered to take effect on the date provided by applicable law following publication.

Section 6 of Ordinance. Enactment

This Ordinance is declared to have been enacted by the City Council of the City of Farmington Hills at a meeting called and held on _____, 2026, and ordered to be given publication in the manner prescribed by law.

Ayes:

Nayes:

Abstentions:

Absent:

[illegible]

I, the undersigned, the qualified and acting City Clerk of the City of Farmington Hills, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington Hills at a meeting held on _____, 2026, the original of which is on file in my office.

CARLY LINDAHL, City Clerk
City of Farmington Hills

Introduced: August 10, 2026

Adopted:

Effective:

Published:

SUMMARY
ORDINANCE NO. C-2-2026
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

NOTICE OF AN ORDINANCE TO AMEND THE CITY OF FARMINGTON HILLS CODE OF ORDINANCES TO ADD CHAPTER 32, "CITY SEALS, LOGOS, AND FLAGS," TO DEFINE AND IDENTIFY PERMITTED USES OF THE OFFICIAL CITY SEAL, LOGOS, AND FLAGS, AND TO ESTABLISH THE PROHIBITED USES OF SUCH SEAL, LOGOS, AND FLAGS AND THE PENALTIES FOR SAME.

A full copy of the Ordinance is on file in the Clerk's Office for public review between the hours of 8:30am and 4:30pm Monday through Friday.

Section 1, Ordinance Amendment

Section 2, Repealer

Section 3, Severability

Section 4, Savings

Section 5, Effective Date

The provisions of this Ordinance are hereby ordered to take effect on the date provided by applicable law following publication.

Section 6, Enactment

CARLY LINDAHL, City Clerk

Publish: Oakland Press 9/20/2026



INTEROFFICE CORRESPONDENCE

DATE: September 10, 2026
TO: City Council
FROM: Theresa Rich, Mayor
SUBJECT: Recommendation for appointment.

I would like to recommend the following appointments at the September 14, 2026 City Council meeting.

Committee to Increase Voter Participation:

	Length of Term:	Term ending:
Dr. Patricia Coleman-Burns	Unexpired Term	February 1, 2027

Dr. Coleman-Burns will be promoted from the alternate seat to the vacant seat left by Dennis Hubbard who resigned July 2026.

Farmington Area Arts Commission:

	Length of Term:	Term ending:
Craig Nowak	Unexpired Term	February 1, 2028

Mr. Nowak will be promoted from the alternate seat to the vacant seat left by Cindy Carleton who recently passed away.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 09/14/2026

DEPT: FIRE DEPARTMENT

RE: Fire Prevention Code and Ordinance Update

ADMINISTRATIVE SUMMARY

- The International Fire Code is a nationally recognized model Fire Code.
- Currently, the City has adopted the 2015 International Fire Code as amended.
- To coincide with the 2021 Michigan Building Code (Mich. Admin. Code R. 408.30401 *et seq.*), the Fire Department is recommending that the 2021 Edition of the International Fire Code be adopted by reference, subject to the local amendments detailed in the attached ordinances.
- The Fire Department met with the City Attorney's office to discuss the proposed changes, and the City Attorney prepared the attached draft ordinances for consideration.

RECOMMENDATION

- It is recommended that the City Council introduce and enact these proposed ordinances.

###

Prepared by: Jason Baloga, Fire Marshal

Reviewed by: Jeremy Brown, RSJA Law

Department Approval: Jon Unruh, Fire Chief

Executive Approval: Karen Mondora, Acting City Manager

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY OF FARMINGTON HILLS CODE OF ORDINANCES CHAPTER 12, "FIRE PREVENTION AND PROTECTION," ARTICLE II, "FIRE PREVENTION CODE," TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE.

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1 of Ordinance.

The Farmington Hills City Code, Chapter 12, "Fire Prevention and Protection," Article II, "Fire Prevention Code," is hereby amended to read as follows:

ARTICLE II. FIRE PREVENTION CODE

Sec. 12-36. Adoption of International Fire Code.

The International Fire Code, 2021 Edition, including Appendix Chapters B, C, D, omitting Section D103.4, H, I, K, and N, as promulgated and published by the International Code Council is hereby adopted by reference as an Ordinance of the City of Farmington Hills, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and providing for the issuance of permits and collection of fees therefore. Each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the Office of the Farmington Hills City Clerk are hereby referred to, adopted and made a part hereof, as if fully set out in this article and Code, with the additions, insertions, amendments, deletions and limitations, if any, prescribed in the remaining sections of this article.

Sec. 12-37. Insertions in Code.

The following section of the Fire Code adopted under Section 12-36 is amended to insert the information indicated:

Section 101.1. Where the Fire Code text indicates in Section 101.1 to specify the name of jurisdiction, insert the following: "City of Farmington Hills."

Sec. 12-38. Amendments to Code.

The following sections and subsections of the Fire Code adopted under Section 12-36 are amended, deleted or added, as indicated below:

Section 105.5.12 Cutting and welding.

Delete.

Section 105.5.18 Flammable and combustible liquids.

Delete.

Section 105.5.25 Hot work operations.

Delete subsections (3), (4), (5), and (6).

Section 105.5.36 Open flames and Candles

Delete.

Section 105.5.39 Places of assembly.

Delete.

Section 105.6.41 Repair garages and motor fuel-dispensing facilities.

Delete.

Section 105.7.8 Flammable and combustible liquids.

Delete.

Section 112.4 Violation penalties.

Delete and replace with the following:

"Section 112.4 Violation penalties. Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official or of a permit or certificate used under the provision of this code shall be guilty of a misdemeanor, punishable as provided in Chapter 1 of the City Code for such offenses. Each day that a violation continues after due notice has been served shall be deemed a separate offense."

Section 112.33 Prosecution of Violations.

Delete and replace with the following:

"Section 112.33. Failure to comply. Any person who shall continue to work after having been served with a stop work order, except such work as that person is

directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor, punishable as provided in Chapter 1 of the City Code for such offenses. Each day that a violation continues after due notice has been served shall be deemed a separate offense."

Section 307 Open Burning, Recreational Fires and Portable Outdoor Fireplaces.

Delete sections 307.1; 307.1.1; 307.2; 307.2.1; 307.4; 307.4.1; 307.4.2; 307.4.3; 308.1.4

Section 311 Vacant Premises.

Delete sections 311.5; 311.5.1; 311.5.2; 311.5.3; 311.5.4; 311.5.5

Section 505 Premises Identification.

Amend Section 505.1 to read:

"Section 505.1 Address identification. New and existing building shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). If the business or structure is located more than ninety (90) feet from the centerline of the traveled portion of the adjacent roadway, the identifying numbers shall be not less than six (6) inches in height, but in any case such numbers shall be a size sufficiently large so that they are readable from the centerline of the adjacent roadway by a person of normal vision."

Section 507.4 Water supply test.

Delete and replace with the following:

"Section 507.4 Water supply test. The *fire code official* shall be notified prior to any proposed water supply test. If approved, the test must be *scheduled with and conducted by Oakland County Water Department personnel*. Water supply tests shall be witnessed by the *fire code official* or *approved* documentation of the test shall be provided to the *fire code official* prior to final approval of the water supply system."

Section 507.5 Fire hydrant systems.

Delete and replace with:

"Section 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1.1 through 507.5.6."

Section 507.5.1 Where required.

Delete.

Section 1103.5 Sprinkler Systems

Delete.

Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited.

Delete and replace with:

"Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside buildings must comply with the following:

- a. City zoning ordinance;
- b. Chapter 12 of the City Code;
- c. International Fire Code;
- d. Michigan Rules for Storage and Handling of Flammable and Combustible Liquids, or their equivalent; and
- e. Approval by the Fire Chief or his or her designee."

Section 5706.2.4.4 Locations where above-ground tanks are prohibited.

Delete and replace with:

"Section 5706.2.4.4 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks must comply with the following:

- a. City zoning ordinance;
- b. Chapter 12 of the City Code;
- c. International Fire Code;
- d. Michigan Rules for Storage and Handling of Flammable and Combustible Liquids, or their equivalent; and
- e. Approval by the Fire Chief or his or her designee."

Section 5806.2 Limitations.

Delete and replace with:

"Section 5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings must comply with the following:

- a. City zoning ordinance;

- b. Chapter 12 of the City Code;
- c. International Fire Code;
- d. Michigan Rules for Storage and Handling of Flammable and Combustible Liquids, or their equivalent; and
- e. Approval by the Fire Chief or his or her designee."

Section 6104.2 Maximum capacity within established limits.

Delete and replace with:

"**Section 6104.2 Maximum capacity within established limits.** Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, must comply with the following:

- a. City zoning ordinance;
- b. Chapter 12 of the City Code;
- c. International Fire Code;
- d. Michigan Rules for Storage and Handling of Liquefied Petroleum Gases (LPG), or their equivalent; and
- e. Approval by the Fire Chief or his or her designee."

Sec. 12-39. Limitations.

The adoption of the International Fire Code and amendments thereto, or any other provision of this Chapter, does not include any provisions that are preempted by the Michigan Fireworks Safety Act (being Public Act 256 of 2011), "inconsistent" with the State of Michigan Fire Prevention Code (being Public Act No 207 of 1941, as amended and as "inconsistent" is defined within that Act), or rules promulgated under such Acts, and any such provision shall not be enforced.

Section 2 of Ordinance. Repealer.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect, and the Farmington Hills Ordinance Code shall remain in full force and effect, amended only as specified above.

Section 3 of Ordinance. Savings.

All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they were commenced.

Section 4 of Ordinance. Severability.

If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 5 of Ordinance. Effective Date.

The provisions of this Ordinance are hereby ordered to take effect on the date provided by applicable law following publication.

Section 6 of Ordinance. Enactment.

This Ordinance is declared to have been enacted by the City Council of the City of Farmington Hills at a meeting called and held on the ____ day of _____, 2026, and ordered to be given publication in the manner prescribed by law.

Ayes:

Nays:

Abstentions:

Absent:

[illegible]

I, the undersigned, the qualified and acting City Clerk of the City of Farmington Hills, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington Hills at a meeting held on the _____ day of _____, 2026, the original of which is on file in my office.

CARLY LINDAHL, City Clerk
City of Farmington Hills

Introduced:

Adopted:

Effective:

Published:

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY OF FARMINGTON HILLS CODE OF ORDINANCES CHAPTER 12, “FIRE PREVENTION AND PROTECTION,” ARTICLE IV, “HAZARDOUS MATERIALS,” SECTION 12-63, “HAZARDOUS MATERIALS LIST; SAFETY DATA SHEETS,” TO AMEND THE CITATION FOR ACT 207 OF THE PUBLIC ACTS OF 1941.

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1 of Ordinance.

The Farmington Hills City Code, Chapter 12, “Fire Prevention and Protection,” Article IV, “Hazardous Materials,” Section 12-63, “Hazardous Materials List; Safety Data Sheets,” is amended to read as follows:

Sec. 12-63. - Hazardous materials list; safety data sheets.

Upon written request of the fire chief, an employer within the city shall within ten (10) working days provide a completed hazardous materials list to the fire chief or, in the alternative, shall provide the list required to be prepared pursuant to 26 CFR 1910.1200, section 14a of the Michigan Occupational Safety and Health Act (MCL 408.1014a) and section 5p of Act 207 of the Public Acts of 1941, as amended (MCL29.5p) and, when requested, a material safety data sheet for each hazardous material identified on the list.

Section 2 of Ordinance. Repealer.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect, and the Farmington Hills Ordinance Code shall remain in full force and effect, amended only as specified above.

Section 3 of Ordinance. Savings.

All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they were commenced.

Section 4 of Ordinance. Severability.

If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 5 of Ordinance. Effective Date.

The provisions of this Ordinance are hereby ordered to take effect on the date provided by applicable law following publication.

Section 6 of Ordinance. Enactment.

This Ordinance is declared to have been enacted by the City Council of the City of Farmington Hills at a meeting called and held on the ____ day of _____, 2026, and ordered to be given publication in the manner prescribed by law.

Ayes:

Nays:

Abstentions:

Absent:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned, the qualified and acting City Clerk of the City of Farmington Hills, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington Hills at a meeting held on the ____ day of _____, 2026, the original of which is on file in my office.

CARLY LINDAHL, City Clerk
City of Farmington Hills

Introduced:

Adopted:

Effective:

Published:

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY OF FARMINGTON HILLS CODE OF ORDINANCES CHAPTER 12, “FIRE PREVENTION AND PROTECTION,” ARTICLE I, “IN GENERAL,” SECTION 12-11, “FIRE DEPARTMENT SITE PLAN REVIEW AND DESIGN STANDARDS,” TO AMEND THE STANDARDS FOR HYDRANTS, AND SECTION 12-15, “RESIDENTIAL SMOKE ALARMS,” TO REFERENCE THE CURRENT EDITION OF THE INTERNATIONAL FIRE CODE.

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1 of Ordinance.

The Farmington Hills City Code, Chapter 12, “Fire Prevention and Protection,” Article I, “In General,” Section 12-11, “Fire Department Site Plan Review and Design Standards,” is amended to read as follows:

Sec. 12-11. - Fire department site plan review and design standards.

Fire department review and approval is required for all proposed new construction and additions to existing structures except for individual single-family dwellings. Review and approval of residential complexes including plats, site condominiums, and similar projects is required. This shall include hazardous material storage facilities and fuel storage, distribution or dispensing facilities. Two (2) site plans, which meet the general plan requirements, shall be submitted to the fire department via planning and community development for review. One (1) marked-up plan, along with review comments, shall be returned to planning to be incorporated into a single review. A copy of the review comments shall also be forwarded to the engineering division. Site plans shall be designed to comply with the following fire department requirements:

- (1) [Unchanged]
- (2) *Hydrants.* Hydrants shall be provided for both public and private street and shall be spaced approximately five hundred (500) feet apart in single-residential areas. Whenever practical, the hydrants should be located at intersections to provide ease in stretching fire hose in more than one (1) direction. Hydrants shall be placed approximately four hundred (400) feet apart, on-line, in commercial, industrial and multiresidential areas. Unless specifically approved otherwise, the following requirements shall be met:
 - a.-h [Unchanged]
 - i. The approved hydrant type shall be the East Jordan Iron Works No. 5-BR-Traffic Model – 250 or approved equal. Self-draining hydrants shall not be used. Hydrants

shall have two (2), 2½-inch male outlets and one (1) 3-3/4-inch male outlet. The 2½-inch outlet shall have National Standard threads and the 3-3/4-inch male outlet that accepts a Fire Department 4” adapter shall have Detroit threads.

- j. Hydrants are to be painted red above ground and black below, with a finish coat of Glamortex 501 enamel, color 314-Vermillion, or approved equal. Hydrant caps shall be painted the same color as the hydrant. On those sites where the hydrants are not properly painted, the fire department will complete the painting and back charge the contractor/owner. Any such charges must be paid prior to final approval.

(3)-(4) [Unchanged]

Section 2 of Ordinance.

The Farmington Hills City Code, Chapter 12, “Fire Prevention and Protection,” Article I, “In General,” Section 12-15, “Residential Smoke Alarms,” is amended to read as follows:

Sec. 12-15. - Residential smoke alarms.

(1) [Unchanged]

- (2) *Requirements.* It shall be the responsibility of the owner of each Residential Group Occupancy to install smoke alarms in Use Groups R-1, R-2, R-3, and R-4 in accordance with the locations and standards identified in the International Fire Code, 2021 Edition, and as hereinafter provided. Except for owner occupied R-3 Use Group occupancies, battery powered smoke alarms permitted under law shall be replaced with ten (10) year lithium battery powered smoke alarms when current alarms are ten (10) years old, or as otherwise required by this section or other applicable laws. Said smoke alarms shall be capable of providing a suitable audible alarm and comply with the following:

- (a) In addition to the locations identified for installation of smoke alarms in Use Groups R-1, R-2, R-3, and R-4 as specified in the International Fire Code, 2021 Edition, at least one (1) smoke alarm shall be installed in each hallway leading to a dwelling unit or sleeping unit in such a manner as to ensure that rising smoke is not obstructed in reaching the alarm and the alarm intercepts rising smoke before it reaches a sleeping area.

(b)-(c) [Unchanged]

Section 3 of Ordinance. Repealer.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect, and the Farmington Hills Ordinance Code shall remain in full force and effect, amended only as specified above.

Section 4 of Ordinance. Savings.

All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they were commenced.

Section 5 of Ordinance. Severability.

If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 6 of Ordinance. Effective Date.

The provisions of this Ordinance are hereby ordered to take effect on the date provided by applicable law following publication.

Section 7 of Ordinance. Enactment.

This Ordinance is declared to have been enacted by the City Council of the City of Farmington Hills at a meeting called and held on the ____ day of _____, 2026, and ordered to be given publication in the manner prescribed by law.

Ayes:

Nays:

Abstentions:

Absent:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned, the qualified and acting City Clerk of the City of Farmington Hills, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington Hills at a meeting held on the _____ day of _____, 2026, the original of which is on file in my office.

CARLY LINDAHL, City Clerk
City of Farmington Hills

Introduced:
Adopted:
Effective:
Published:



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: September 14, 2026

DEPT: Planning and Community Development

RE: Amended Planned Unit Development ("PUD") Plan 12, 2014, and Site Plan 60-7-2025 for Culvers Restaurant

Please find attached the draft Amended PUD 12, 2014 Agreement. The purpose of the draft amended agreement is to permit construction of a new fast-food restaurant with drive-through on an outlot of an existing shopping center that is located on the north side of Twelve Mile, west of Orchard Lake Road.

The Planning Commission recommended approval (5-3) of the PUD Plan and concurrent Site Plan to City Council following a public hearing on November 20, 2025. City Council held a number of meetings to review the proposal and approved (7-0) the PUD Plan and concurrent Site Plan on April 13, 2026. This leaves the text of the draft Agreement and associated exhibits reflecting the Council approved PUD plan to be approved by Council tonight. The applicant has started the next step. Construction permit reviews are in process with City staff.

The draft Agreement has been reviewed by the City Attorney and City staff and appears to be in a form suitable for City Council consideration. Planning and Community Development staff and the City Attorney will be present to address any questions.

RECOMMENDED COUNCIL ACTION:

Motion to approve First Amendment to the PUD 12, 2014 Agreement and authorize the Acting City Manager to sign on behalf of the City.

ATTACHMENTS:

- PUD 12, 2014 Agreement and Exhibits, 2014
- Draft First Amendment of PUD 12, 2014, Agreement and Exhibits A-E
- April 13, 2026, City Council Meeting Minutes

Department Authorization by: Charmaine Kettler-Schmult, Director of Planning and
Community Development

Approved by: Karen Mondora, Acting City Manager

STEVEN P. JOPPICH
sjoppich@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPICH | AMTSBUECHLER

MEMORANDUM

TO: Farmington Hills City Council

FROM: Steven P. Joppich, City Attorney
Kristin Bricker Kolb, Asst. City Attorney

CC: Karen Mondora, Acting City Manager
Carly Lindahl, City Clerk
Charmaine Kettler-Schmult, Dir. of Planning and Community Development
Jacob Rushlow, Public Services Department Director
Jason Baloga, Fire Marshal

RE: First Amendment to Planned Unit Development Agreement for Orchard 12 Center PUD (Culvers Addition)

DATE: September 9, 2026

As directed by City Council, we have worked with City Staff to prepare the First Amendment to Planned Unit Development Agreement for the Orchard 12 PUD in your agenda packet. We understand that the terms of this version of the agreement have been reviewed and found to be acceptable by the applicant and its attorney. I have reviewed this final draft of the PUD contract and report to Council that, in my opinion, it is in conformance with the requirements of Zoning Ordinance Section 34-3.20.5.C.i. and is consistent the City's other zoning regulations concerning planned unit developments.

2014 MAR -3 AM 11:13

48200
LIBER 46885 PAGE 266
\$100.00 MISC RECORDING
\$2.00 REINSTATEMENT
03/24/2014 02:42:46 P.M. RECEIPT# 27090
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

**STATE OF MICHIGAN COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS**

**PLANNED UNIT DEVELOPMENT AGREEMENT
ORCHARD 12 CENTER**

THIS AGREEMENT (the "Agreement"), dated January 30th, 2014, is made and entered into by and between the CITY OF FARMINGTON HILLS, a Michigan municipal corporation, having the address of 31555 West Eleven Mile Road; Farmington Hills, Michigan 48336, hereinafter called the "City", and Orchard 12, LLC, a Michigan limited liability company, hereinafter called the "Proprietor."

RECITALS:

A. The Proprietor is the owner of an existing retail shopping center located at the northwest corner of Orchard Lake and Twelve Mile Roads, formerly known as the Bosco Shopping Plaza and now known as the Orchard 12 Center ("the Center").

B. The Center currently contains two separate buildings. Existing Building A is approximately 18,392 square feet and Existing Building B is approximately 50,362 square feet. The Center was historically a single parcel of land, Parcel ID No. 22-23-10-476-051, that contained both existing buildings. On April 25, 2013, the Planning Commission approved a lot split to create a separate parcel of land fronting on Twelve Mile Road, resulting in two separate parcels of land within the Center, both owned by the Proprietor. Parcel A still contains both Existing Buildings A and B, and is approximately 29,367 square feet in area. Parcel B currently contains no buildings, only parking area, and is approximately 24,700 square feet in area. The lot split has been preliminarily approved by the Planning Commission, subject to final approval by the City's Engineering Department as provided by ordinance and assignment of new parcel identification number(s).

C. The zoning of Parcel A is primarily B-4, Planned General Business, with a small area of B-3, General Business. The zoning of Parcel B is B-4.

O.K.-L.T.

D. The Proprietor submitted an application to the City seeking approval of a Planned Unit Development (PUD) for a proposed redevelopment of the Center that would include (1) the demolition of a portion of Existing Building A, at the northwest corner of the building; (2) the addition of a new fast food/carryout with a drive through building on Parcel A adjacent to Orchard Lake Road; (3) the addition of a new retail building on Parcel B, adjacent to Twelve Mile Road; and (4) various improvements to the façade of Existing Buildings A and B, additional landscaping, new signage, and other amenities.

E. The Proprietor's PUD application also included certain deviations from applicable ordinances, including (without limitation) setback requirements, use requirements, and sign area/height.

F. On November 25, 2013, the City Council approved Proprietor's Planned Unit Development Plan, being PUD Plan 1-2013, dated and stamped November 8, 2013, by the City, subject to certain conditions, including (without limitation) the approval, execution and recording of an agreement setting forth the conditions upon which such approval is based.

G. The City desires to ensure that all of the real property that is depicted on the PUD Plan is developed and used in accordance with the approved PUD Plan, the related documents and representations of the Proprietor, and all applicable laws, ordinances, regulations, and standards and the Proprietor desires to obtain the permits required to develop the approved PUD Plan

NOW, THEREFORE, it is hereby agreed as follows:

1. The real property that is the subject of this Agreement is described in Exhibit "A" attached hereto and is referred to herein as the "Property."

2. The Property shall be redeveloped only in accordance with:

- a. all applicable provisions of the Farmington Hills Code of Ordinances, including (without limitation) Section 34-3.20 of the Zoning Ordinance relating to PUDs;
- b. the PUD Plan 1-2013, dated and stamped November 8, 2013, by the City, landscape plan and the other plans, elevations, and surveys that are attached hereto as Exhibit "B" (collectively, the "PUD Plan"), as such PUD Plan was approved by City Council on November 25, 2013, and including any modifications or clarifications of such PUD Plan through the course of subsequent approvals by the City Planning Commission and City Engineering Division;
- c. all conditions and requirements specified by the City Council and further as specified in paragraph 4, below;
- d. the site plans, landscape plans and engineering plans as approved by the City, which plans shall be submitted by the Proprietor in accordance with all applicable laws, ordinances, regulations and standards; and

- e. this Agreement.

The items listed in a through e, above, are referred to in this Agreement as the "PUD Documents."

3. The Property shall be subject to, and may be used for any use permitted under, the B-4 zoning district regulations, with the exception that the proposed new building to be located on Parcel A adjacent to Orchard Lake Road, may include a fast food/carry out with drive through restaurant.

4. The City's approval of the PUD Plan and PUD Documents, and the Property and any development thereon, are subject to compliance with this Agreement and the following conditions:

- a. In the northwest corner of the site, in the area where a portion of the Existing Building B will be removed, the Proprietor will install a brick paver plaza in one area in a manner depicted on the PUD Plan and PUD Documents.
- b. In the area adjacent to Orchard Lake Road, where the new proposed retail structure on Parcel A is to be located, additional brick pavers and a seating area will be provided in accordance with the PUD Plan and PUD Documents.
- c. Additional landscaping shall be provided throughout the site as shown on the PUD Plan and PUD Documents, and such landscaping shall be reflected on a landscape plan to be submitted to the Planning Commission per subsection d, below.
- d. Submission and approval of site plans and landscape plans for the redevelopment of the Center by the City Planning Commission and City Engineering Division will be required in accordance with the Zoning Ordinance, and Chapter 21, Article III of the City Code, and all other applicable standards, rules and regulations.
- e. The fast food/carry out restaurant with a drive through is authorized on Parcel A, subject to the requirements of the PUD Plan and PUD Documents, and the placement of the proposed new retail building adjacent to Twelve Mile Road on Parcel A, as shown in the PUD Plan and PUD Documents, including the setback therefor, is hereby authorized.
- f. The requirements of the engineering review letters attached as Exhibit C and dated February 1, 2013, April 2, 2013, July 3, 2013, August 6, 2013, and September 11, 2013, shall be complied with, except and to the extent the PUD Plan or PUD Documents and/or this Agreement expressly provide otherwise.

As suggested in the February 1, 2013 engineering review letter for the lot split, the Proprietor will enter appropriate ingress/easement agreement(s), in a form acceptable to the City, with the adjoining bank and/or former gas station property if the bank and/or gas station agree to cross access easements.

- g. The requirements of the Fire Department, including without limitation the following: (i) satisfaction of the alternate protection provisions set forth in Section 12-11(4) of the City's Code of Ordinances by installing a fire suppression system in compliance with NFPA 13 throughout the new building on the south side of the Property; and (ii) fire lane signs shall be no further than one hundred feet apart, and the fire lane shall be properly posted and maintained in conformance with and in the locations required under the Michigan Manual of Uniform Traffic Control Devices.
- h. The signs for the Property shall be as depicted on the attached Exhibit D, and shall not exceed 12 feet in height and 160 square feet in area.
- i. Improvements to the façades of Existing Buildings A and B, subject to Proprietor's submission of elevation plans detailing such façade improvements as part of the Site Plan review and approval and Planning Commission approval of same.
- j. Within thirty (30) days of the date of a written notice to the Proprietor that the City, or another party on behalf of the City, is proceeding with the installation of a traffic light on 12 Mile Road at the south entranceway to the PUD, the Proprietor shall contribute to the City an amount equal to Thirty-three and one-third Percent (33.333%) of the total cost for the installation of such traffic light, provided that such amount shall not exceed \$50,000.
- k. All improvements shown on the PUD Plan and PUD documents shall be completed as required by applicable ordinances and regulations; and, before any certificate of occupancy may be issued for any new building constructed on either Parcel A or Parcel B, the following improvements shall be completed: (1) demolition of the portion of Existing Building B depicted on the PUD Plan as being removed and construction of the brick paver plaza shown on the PUD Plan; and (2) installation of the additional landscaping to be placed throughout the site as shown on the PUD Plan and/or on the approved landscape plan.

The City will not unreasonably deny or delay any permits or approvals where the Proprietor has met the applicable requirements for the issuance of the particular permit or approval.

5. The Zoning Board of Appeals shall have no jurisdiction over the Property or the application of this Agreement.

6. Except as may be specifically modified by this Agreement, the City Code and all applicable regulations of the City shall apply to the Property. Any substantial violation of the City Code by Proprietor and/or any successor owners or occupants with respect to the Property shall be deemed a breach of this Agreement, as well as a violation of the City Code.

7. A breach of this Agreement shall constitute a nuisance *per se* which shall be abated. The Proprietor and the City therefore agree that, in the event of a breach of this Agreement by the Proprietor, the City, in addition to any other relief to which it may be entitled at law or in equity, shall be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance *per se*. In the event of a breach of this Agreement, the City may notify Proprietor of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30) days, Proprietor shall not be in the breach hereunder if Proprietor commences the cure within the thirty (30) day period and diligently pursues the cure to completion. Failure to comply with such notice shall, in addition to any other relief to which the City may be entitled in equity or at law, render Proprietor liable to the City in any suit for enforcement for actual costs incurred by the City including, but not limited to, attorneys' fees, expert witness fees and the like.

8. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. In the event Proprietor desires to propose an amendment, an application shall be made to the City's Department of Planning and Community Development, which shall process the application in accordance with the procedures set forth in Section 34-3.20 for amendments of PUD Plans.

9. Both parties understand and agree that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction, and as a final enforceable judgment, to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provisions held to be invalid.

10. The Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

11. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, all remedies afforded in this Agreement are in addition to every other remedy provided by law.

12. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties

represents that the execution of this Agreement has been duly authorized and is binding on such parties.

13. This Agreement shall run with the land described herein as the Property and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds by the City. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, and assigns shall take their interest subject to the terms of this Agreement, and all references to "Proprietor" in this Agreement shall also include all heirs, successors, and assigns of the Proprietor. The parties also acknowledge that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

14. The Proprietor hereby represents and warrants that it is the owner in fee simple of the Property described on the attached Exhibit A.

15. The Proprietor has negotiated with the City the terms of the PUD Documents, including this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Proprietor and the City. The Proprietor fully accepts and agrees to the final terms, conditions, requirements and obligations of the PUD Documents, and the Proprietor shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. The Proprietor and the City agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. The Proprietor has offered and agreed to proceed with the undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for the Proprietor, all of which undertakings and obligations the Proprietor and the City agree are necessary in order to ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objective of the City and Proprietor, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended. Furthermore, the Proprietor fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and the Proprietor shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon use of all or any portion of the Property, or to claim that enforcement of this Agreement causes an inverse condemnation or taking of all or any portion of such property. It is further agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Property under the approved PUD, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare. Nothing in this paragraph however limits the Proprietor's right to seek enforcement of this Agreement for the City's breach of any of its terms.

16. The Proprietor acknowledges that, at the time of the execution of this Agreement, Proprietor has not yet obtained Site Plan and engineering approvals for the redevelopment of the Center. The Proprietor acknowledges that the Planning Commission and Engineering Division may impose additional conditions other than those contained in this Agreement during Site Plan reviews and approvals as authorized by law; provided, however, that such conditions shall not be inconsistent with the PUD Plan or documents and shall not change or eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement, and shall be enforceable against the Proprietor, in the event the Proprietor proceeds with the redevelopment of the Center.

17. It is understood that construction of some of the improvements included in the PUD Documents for the redevelopment of the Center may require the approval of other governmental agencies.

18. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Proprietor and the City.

19. The recitals contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

20. This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to Site Plan approvals as stated in subsection 16 above.

21. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

22. Where there is a question with regard to applicable regulations for a particular aspect of the development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents which apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of the PUD Documents and does not change or eliminate any development right authorized by the PUD documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Documents, or between the PUD Documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

23. Both parties acknowledge and agree that they have had the opportunity to have the PUD documents, including this Agreement, reviewed by legal counsel.

24. Notwithstanding the foregoing, Proprietor retains the right at any time prior to commencement of construction of the improvements contemplated by the PUD Documents to terminate the PUD subject to and in accordance with the requirements of Section 34-3.20 applicable to such a termination.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth with the notarization of their signatures.

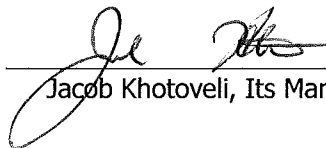
WITNESSED:



(Print Name)

~~STATE OF MICHIGAN~~)
Florida)
Broward) ss.
~~COUNTY OF OAKLAND~~)

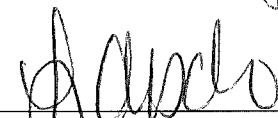
Orchard 12, LLC (the "Proprietor"),
a Michigan limited liability company

By: 

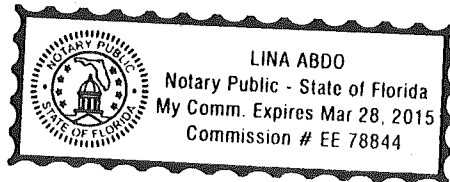
Jacob Khotoveli, Its Managing Member

On this 1/30, 2014, before me personally appeared Jacob Khotoveli, the Managing Member of Orchard 12, LLC, a Michigan limited liability company, who signed this Agreement on behalf of said company.

Subscribed and sworn to before me this
30 day of January, 2014.

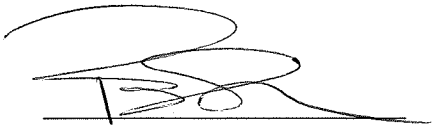


Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 3/28/2015



ATTESTED:

CITY OF FARMINGTON HILLS (the "City"), a
Michigan municipal corporation

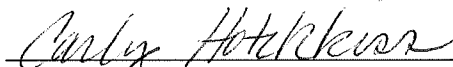

Pamela B. Smith, City Clerk

By: 
Steve Brock, Its City Manager

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this January 30th, 2014, before me personally appeared Steve Brock, the City
Manager of the City of Farmington Hills, who signed this Agreement on behalf of said City.

Subscribed and sworn to before me this
January 30, 2014.


Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 6/22/2017

Carly Hotchkiss
Notary Public
Oakland County, Michigan
My Commission Expires 6/22/2017

Exhibits

- A – Property Legal Description
- B – PUD Plans
- C – Engineering Review Letters
- D – Sign Elevations

Drafted By:

Steven P. Joppich, Esquire
Johnson Rosati Schultz & Joppich, PC
34405 West Twelve Mile Road, Suite 200
Farmington Hills, MI 48331-5627

When Recorded, Return To:

City Clerk
City of Farmington Hills
31555 West Eleven Mile Road
Farmington Hills, MI 48336-1165

EXHIBIT "A"

T1N, R9E, SEC 10 PARK HILL LOTS 22 & 23, ALSO N 1/2 OF LOT 24, ALSO LOTS 27 TO 30
INCL, ALSO ELY 400 FT OF LOTS 65 & 66

43059

23-10-476-051

EXHIBIT "B"

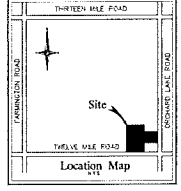
PUD Plans to Follow

FIRE DEPARTMENT NOTES

THE FIRE DEPARTMENT HAS REVIEWED THE FIRE DEPARTMENT'S STANDARD SPECIFICATIONS FOR THE CITY OF FARMINGTON HILLS, MICHIGAN. THE FIRE DEPARTMENT HAS REVIEWED THE FIRE DEPARTMENT'S STANDARD SPECIFICATIONS FOR THE CITY OF FARMINGTON HILLS, MICHIGAN. THE FIRE DEPARTMENT HAS REVIEWED THE FIRE DEPARTMENT'S STANDARD SPECIFICATIONS FOR THE CITY OF FARMINGTON HILLS, MICHIGAN.

FARMINGTON HILLS STANDARD NOTES

THE CITY OF FARMINGTON HILLS, MICHIGAN, HAS REVIEWED THE CITY OF FARMINGTON HILLS, MICHIGAN, HAS REVIEWED THE CITY OF FARMINGTON HILLS, MICHIGAN, HAS REVIEWED THE CITY OF FARMINGTON HILLS, MICHIGAN, HAS REVIEWED THE CITY OF FARMINGTON HILLS, MICHIGAN.



PARKING NOTE

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CNF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOVAK & FRANKS ENGINEERS
46777 WOODCROFT AVE.
PONTIAC, MI 48142-9012
TEL: (248) 332-7331
FAX: (248) 332-8337



PROJECT
Orchard Plaza
12 Mile Road and
Orchard Lake Road
Farmington Hills, MI 48334

CLIENT
Orchard 12 LLC
c/o Gordon Realty, LLC
700 Riverchase Drive
Coral Springs, FL 33071

Contact: Todd Gordon
(954) 346-9494 - Tel.
(888) 465-3394 - Fax

PROJECT LOCATION
Part of the SE 1/4
of Section 10
T.1N, R.9E,
City of Farmington Hills,
Oakland County, Michigan

UNIT
Land Use Plan



REVISIONS

NO.	DATE	DESCRIPTION
1	05/10/13	ISSUED FOR PERMIT
2	05/10/13	ISSUED FOR PERMIT
3	05/10/13	ISSUED FOR PERMIT

SITE DATA - PARCEL A

DATE	05/10/13	BY	TDG
PROJECT	ORCHARD PLAZA	SHEET	SP2
DATE	05/10/13	BY	TDG
PROJECT	ORCHARD PLAZA	SHEET	SP2

SITE DATA - PARCEL B

DATE	05/10/13	BY	TDG
PROJECT	ORCHARD PLAZA	SHEET	SP2
DATE	05/10/13	BY	TDG
PROJECT	ORCHARD PLAZA	SHEET	SP2

PAVING LEGEND

PROPOSED DRIVEWAY	PROPOSED DRIVEWAY
PROPOSED DRIVEWAY	PROPOSED DRIVEWAY
PROPOSED DRIVEWAY	PROPOSED DRIVEWAY

LEGEND

PROPOSED DRIVEWAY	PROPOSED DRIVEWAY
PROPOSED DRIVEWAY	PROPOSED DRIVEWAY
PROPOSED DRIVEWAY	PROPOSED DRIVEWAY



ENGINEERING SITE PLAN NOTES

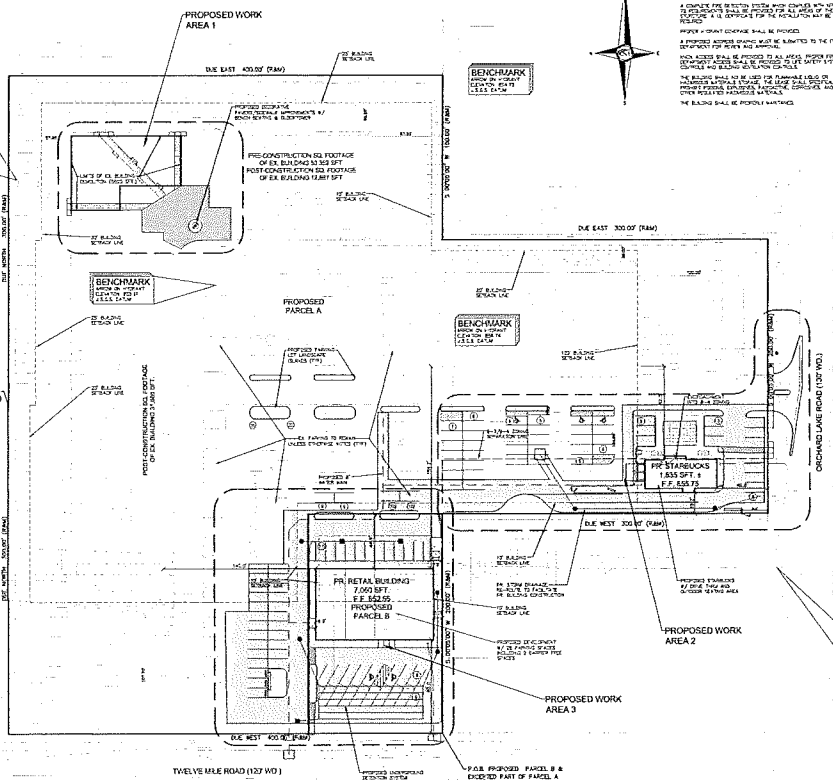
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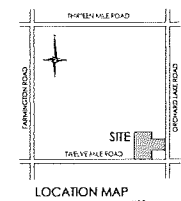
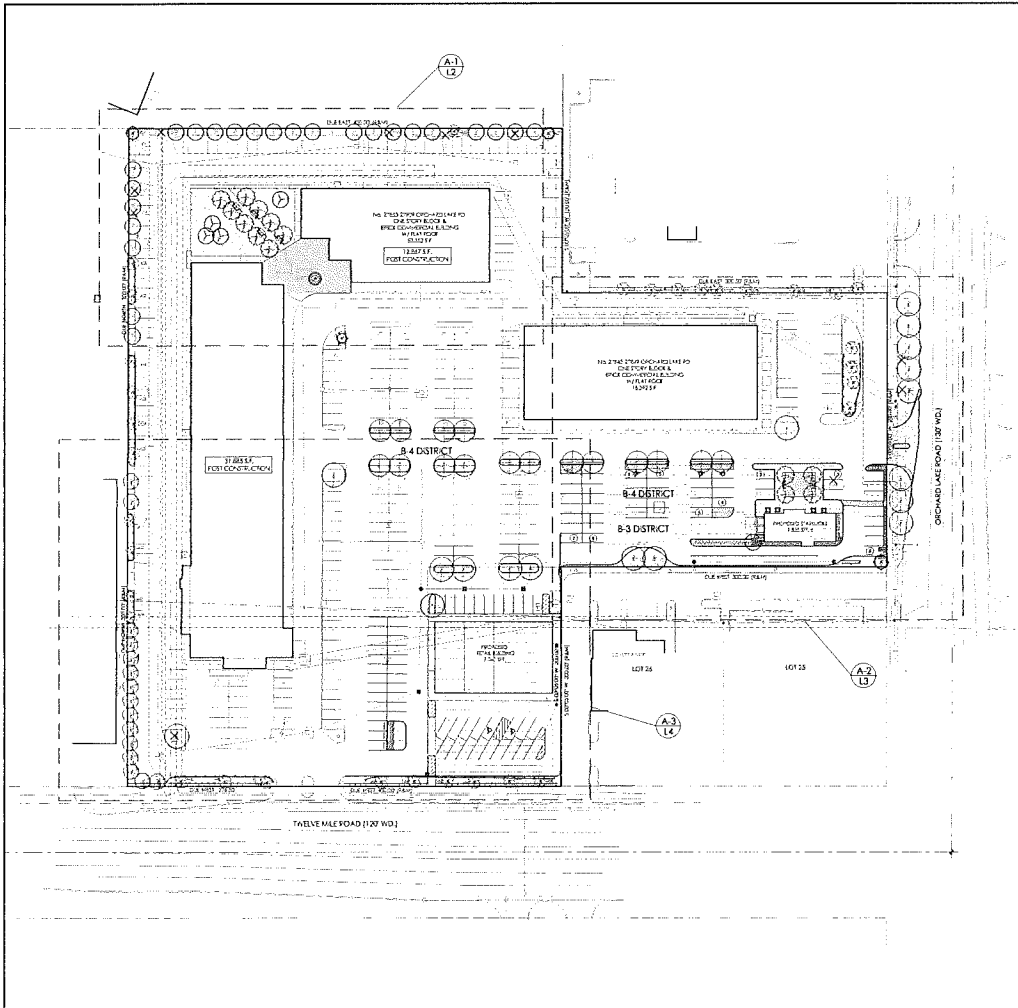
LEGAL DESCRIPTION (PROPOSED PARCEL A)

THE CITY OF FARMINGTON HILLS, MICHIGAN, HAS REVIEWED THE CITY OF FARMINGTON HILLS, MICHIGAN, HAS REVIEWED THE CITY OF FARMINGTON HILLS, MICHIGAN, HAS REVIEWED THE CITY OF FARMINGTON HILLS, MICHIGAN.

LEGAL DESCRIPTION (PROPOSED PARCEL B)

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NF ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS
 NOWAK & FRANK ENGINEERS
 4077 WOODWARD AVE.
 PONTIAC, MI 48141-5910
 TEL: (248) 330-7731
 FAX: (248) 330-8237

PROJECT
 Orchard Plaza
 12 Mile Road and
 Orchard Lake Road
 Farmington Hills, MI 48334

CLIENT
 Orchard 12, LLC
 c/o Gordon Realty, LLC
 766 Riverside Drive
 Coral Springs, FL 33071

Contact: Todd Gordon
 (954) 345-9434 - Tel.
 (888) 465-3354 - Fax

PROJECT LOCATION
 Part of the SE 1/4
 of Section 10
 T.1N., R.9E.
 City of Farmington Hills,
 Oakland County, Michigan

SHEET
 Overall Landscape Plan



REVISIONS

NO.	DATE	DESCRIPTION
1	05/23/2011	ISSUED FOR PERMIT
2	05/23/2011	ISSUED FOR PERMIT
3	05/23/2011	ISSUED FOR PERMIT

DESIGNED BY
 G. Ostrowski

DRAWN BY
 G. Ostrowski

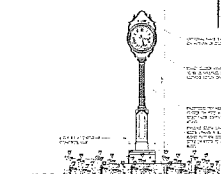
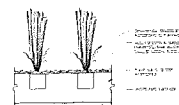
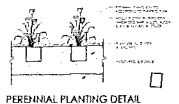
APPROVED BY
 G. Ostrowski

DATE
 May 23, 2011

SCALE 1" = 30'

SHEET NO. 11
OF 11

PROJECT NO. E859-03

[illegible]

PROPOSED CLOCK TOWER ELEVATION

EXISTING TREES ON SITE SHALL BE PROTECTED WITH A 4' HT WOOD SNOW FENCING, STAKED 10' O.C. AT THE DISPL. OF TREES TO REMAIN AND SHALL REMAIN PROTECTED THROUGHOUT CONSTRUCTION.

DUE EAST 400.00' (88M)

PROPOSED LAWN TREES SHALL
HAVE 4" DIA. MULCH RING W/
3" MIN. SHEDDED BARK MULCH.
BARK MULCH

No. 27853-27909 ORCHARD LAKE RD.
ONE STORY BLOCK &
BRICK COMMERCIAL BUILDING
W/ FLAT ROOF
50,352 S.F.

12,867 S.F.
POST CONSTRUCTION

31,885 S.F.
POST CONSTRUCTION

[illegible]

DECIDUOUS TREE PLANTING DETAILS

PLANT SCHEDULE

[illegible]

6' LONG SURFACE MOUNTED BENCH DETAIL

1. What is the purpose of the research?
2. What are the research objectives?
3. What are the research questions?
4. What are the hypotheses?
5. What are the variables?
6. What are the methods?
7. What are the results?
8. What are the conclusions?
9. What are the implications?
10. What are the limitations?
11. What are the future research directions?
12. What are the contributions?
13. What are the acknowledgments?
14. What are the references?
15. What are the appendices?
16. What are the footnotes?
17. What are the tables?
18. What are the figures?
19. What are the captions?
20. What are the legends?
21. What are the abbreviations?
22. What are the acronyms?
23. What are the symbols?
24. What are the units?
25. What are the formulas?
26. What are the equations?
27. What are the diagrams?
28. What are the flowcharts?
29. What are the maps?
30. What are the photos?
31. What are the illustrations?
32. What are the drawings?
33. What are the sketches?
34. What are the models?
35. What are the prototypes?
36. What are the experiments?
37. What are the simulations?
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NF
ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
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PROJECT
Orchard Plaza
12 Mile Road and
Orchard Lake Road
Farmington Hills, MI 48334

CLIENT
Orchard 12, LLC
c/o Gordon Realty, LLC
766 Riverside Drive
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Contact: Todd Gordon
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(888) 465-3394 - Fax

PROJECT LOCATION
Part of the SE 1/4
of Section 10
T.1N., R.9E.
City of Farmington Hills,
Oakland County, Michigan

SHEET
Area 1
Plaza Floor



Know what's below
Call before you dig.

REVISIONS

NAME _____
DATE _____
PERIOD _____

DRAWN BY
G. Ostronski

G. Ostrowski
APPLIED BY
G. Ostrowski

May 30, 2013

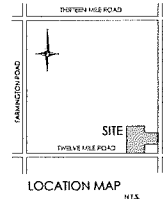
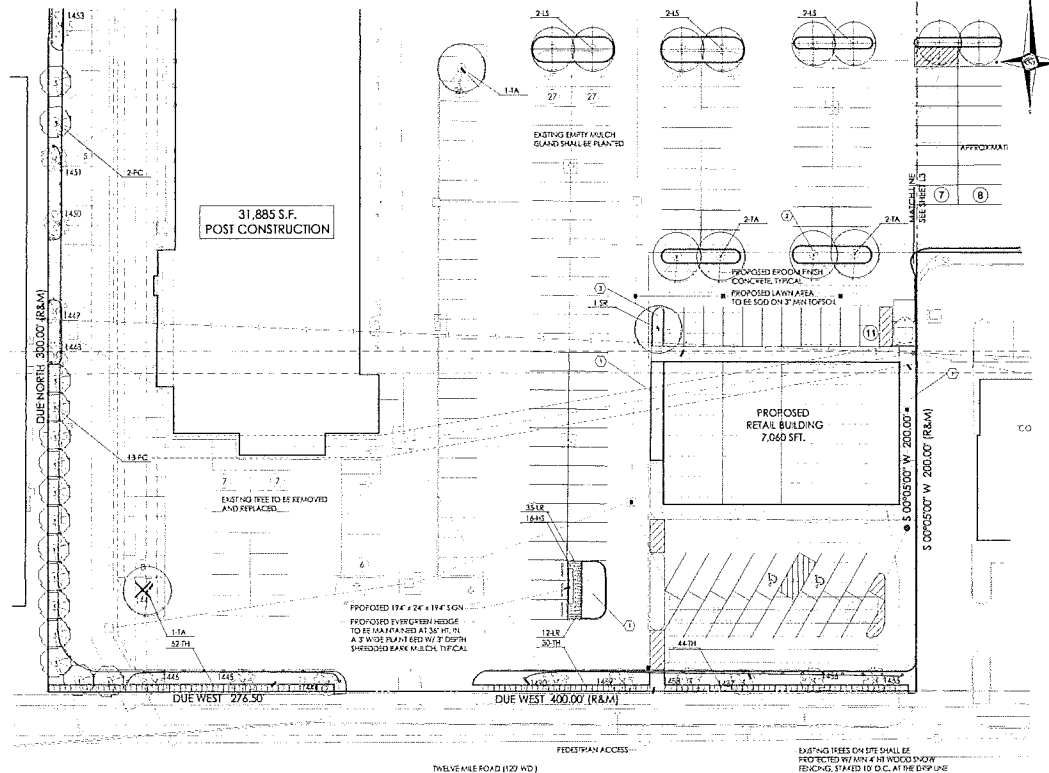
NTI JOB NO. E859-03 SHEET NO. L2



DECIDUOUS TREE PLANTING DETAIL

SCALE 1" = 20'

NTI JOB NO. E859-03 SITE ID: L

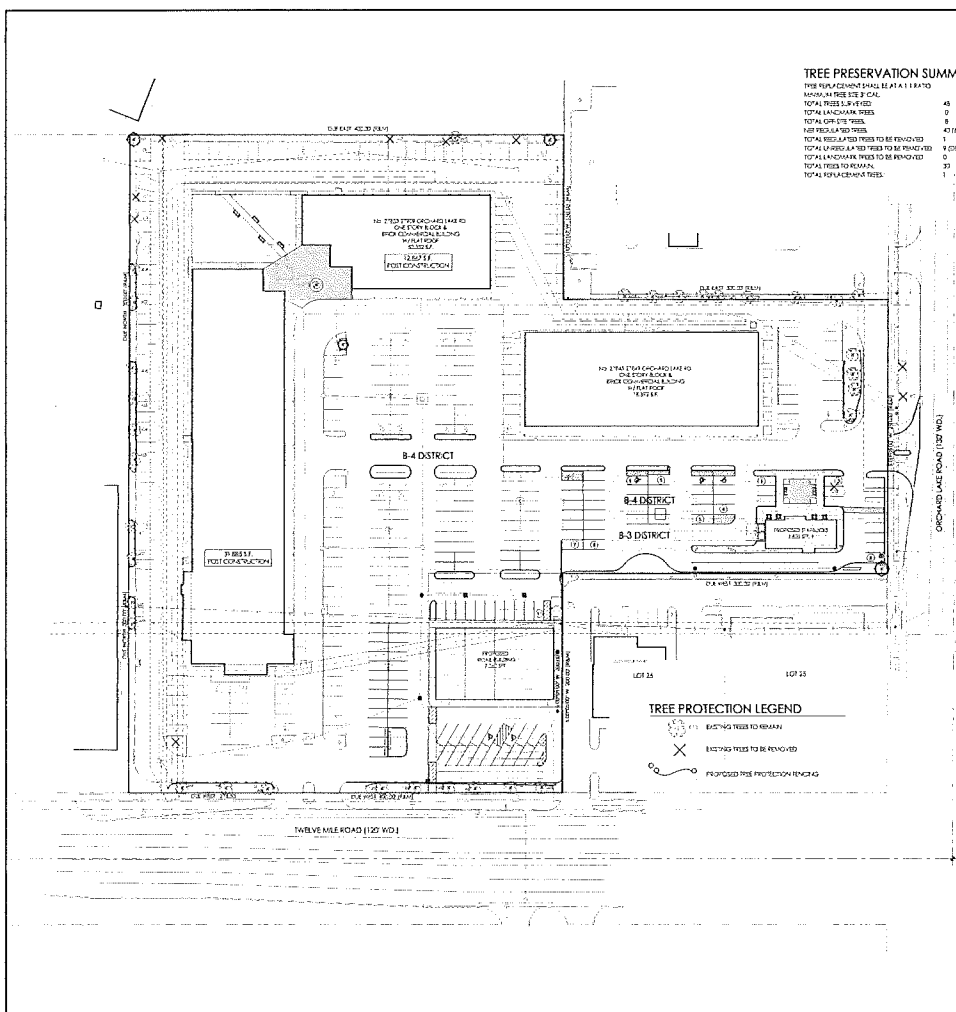


NF ENGINEERS
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PONTIAC, MI 48340-5902
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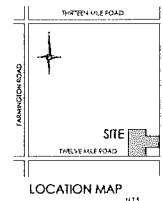
PLANT MIX SPECIFICATION

1. PLANT MIX SHALL BE AS FOLLOWS:
2. 1" x 1/2" x 1/4" x 1/8" x 1/16" x 1/32" x 1/64" x 1/128" x 1/256" x 1/512" x 1/1024" x 1/2048" x 1/4096" x 1/8192" x 1/16384" x 1/32768" x 1/65536" x 1/131072" x 1/262144" x 1/524288" x 1/1048576" x 1/2097152" x 1/4194304" x 1/8388608" x 1/16777216" x 1/33554432" x 1/67108864" x 1/134217728" x 1/268435456" x 1/536870912" x 1/1073741824" x 1/2147483648" x 1/4294967296" x 1/8589934592" x 1/17179869184" x 1/34359738368" x 1/68719476736" x 1/137438953472" x 1/274877906944" x 1/549755813888" x 1/1099511627776" x 1/2199023255552" x 1/4398046511104" x 1/8796093022208" x 1/17592186044416" x 1/35184372088832" x 1/70368744177664" x 1/140737488355328" x 1/281474976710656" x 1/562949953421312" x 1/1125899906842624" x 1/2251799813685248" x 1/4503599627370496" x 1/9007199254740992" x 1/18014398509481984" x 1/36028797018963968" x 1/72057594037927936" x 1/144115188075855872" x 1/288230376151711744" x 1/576460752303423488" x 1/1152921504606846976" x 1/2305843009213693952" x 1/4611686018427387904" x 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TREE PRESERVATION SUMMARY

TREE REPLACEMENT SHALL BE AT A RATIO	
MINIMUM TREE SIZE 3" CAL.	
TOTAL TREES SURVIVED	45
TOTAL LANDMARK TREES	0
TOTAL OFF-SITE TREES	8
NET REDUCED TREES	40 (16 AND GREATER)
TOTAL REPLANTED TREES TO BE REFINISHED	1
TOTAL REPLANTED TREES TO BE PLANTED	9 (6 AND FOUR GREATER)
TOTAL LANDMARK TREES TO BE REFINISHED	0
TOTAL TREES TO REMAIN	33
TOTAL REPLACEMENT TREES	1



REO/ECT
Orchard Plaza
12 Mile Road and
Orchard Lake Road
Farmington Hills, MI 48334

CLIENT
Orchard 12, LLC
c/o Gordon Realty, LLC
766 Riverside Drive
Coral Springs, FL 33071

Contact: Todd Gordon
(954) 346-9494 - Tel.
(888) 465-3394 - Fax

PROJECT LOCATION
Part of the SE 1/4
of Section 19
T.1N., R.9E.
City of Farmington Hills,
Oakland County, Michigan

SOLET

Tree Protection Plan



REVISIONS

DRAWN BY:
G. Ostrowski

DESIGNED BY:
G. Ostrowski

ATTENDED BY:
G. Ostrowski

DATE: May 30, 2013

SCALE 1" = 40'

NTI JOB NO. E859-03

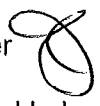
SHEET NO. 15

[illegible]

EXHIBIT "C"

Engineering Review Letters to Follow



DATE: February 1, 2013
TO: Planning Commission
FROM: James Cubera, Engineering Manager 
SUBJECT: Lot Split # LS-1-2013 - 27839 Orchard Lake Road
Bosco Shopping Plaza – Sidwell #: 22-23-10-476-051

This office has performed a preliminary review of the above referenced lot split submitted to the Planning Department on January 18, 2013. The plan must meet the requirements of Section 27 of the City Code (Ordinance C-11-99), which became effective on January 3, 2000. Note that under Section 27-130, Paragraph 2 (C-1), a signed approval of the Engineering Division indicating compliance with Section 27-110, Paragraph 2 (h) is necessary. This approval will be considered once all Engineering issues have been resolved. With this in mind, our preliminary comments are as follows:

1. A review of the file of the original site plan from the Bosco Shopping Mall indicated that there are several outstanding items which include the submittal of as-builts and the submittal of required easements. These need to be addressed prior to this lot split moving forward.
2. Our office notes that when the original Bosco Development was constructed, detention was provided for the entire development within the parking lot. With this proposed split, should a building be proposed for Parcel B, this could impact the detention system. Prior to any parcel split being approved by the Engineering Division, the overall detention system must be verified as being adequate and the new plans must show how detention will be provided for Parcel B without affecting the remaining site detention.
3. It is noted that traffic is a major issue at the Orchard Lake Road and 12 Mile Road intersection. Should a split be granted, it is suggested that Parcel B be required to maintain the existing curb cuts that are part of the original development and that internal ingress/egress easements be provided. We strongly suggest that no new curb cut be allowed to 12 Mile Road.

Additionally, it is suggested that the overall parent parcel prepare appropriate ingress/egress easements to allow access for the Comerica Bank and what used to be the gas station.

4. All resultant parcels must have direct frontage to a public water main. Therefore, this lot split will be required to loop the water main from the hydrant line located due north of the proposed Parcel B and this must be tied into the 8" main located on the north side of 12 Mile Road in front of Parcel B as part of the split.
5. Our office notes that a 10" public sanitary sewer exists on the north side of Orchard Lake Road across the frontage of the site. The lot split will be required to provide a 6" service lead from this main to the resultant Parcel B.
6. The public storm outlet does not appear to be identified on the plan. The lot split plan must identify the local public outlet and extend a public storm line from it, to service this future Parcel B.
7. We note that public sidewalks exist along the 12 Mile Road and the Orchard Lake frontage of the site. Therefore no addition sidewalks will be required.
8. Our office notes that on the plan that was submitted, there is an easement for Detroit Edison that runs across the property. We question if this will conflict with the proposed development of Parcel B.
9. We question how the private storm sewer that runs along the west property line of Parcel B will be addressed. Will that line be impacted by development of Parcel B? It may have to be upgraded to minimum public standards and dedicated as public.
10. The commercial properties located on the south side of 12 Mile Road, across from this proposed lot split are investigating the feasibility of installing a traffic signal at the drive located on the north side of 12 Mile Road west of this proposed lot. The proposed signal would serve the development to the north and south and provides an opportunity to consolidate drives, improve access and operations. The proponent may wish to contact these properties to discuss this in further detail.



DATE: April 2, 2013
TO: Planning Commission
FROM: James Cubera, Engineering Manager 
SUBJECT: Revised LS-1-2013 – 27839 Orchard Lake Road,
Bosco Shopping Plaza, Sidewell #: 22-23-10-476-051

This office has performed a preliminary review of the above referenced revised lot split submitted to the Planning Department on March 14, 2013. It appears that the proposed Parcel B has been downsized from .67 acres to .567 acres. With the above in mind, our comments remain as called out in our memo to the Planning Commission, dated February 1, 2013



DATE: July 3, 2013
TO: Planning Commission
FROM: James Cubera, Engineering Manager 
SUBJECT: 27839 Orchard Lake Road, PUD-1-2013-Qualification

This office has received a copy of the qualifications for PUD option application for the above referenced property. Please note that we performed a review of a lot split on the parent parcel, known as the Bosco Shopping Plaza. Attached is a copy of our comments of our February 1, 2013 memo. These issues need to be addressed. Of particular concern are the ones regarding traffic and curb cuts, more specifically, the suggestion that the parent parcel provide appropriate ingress and egress easements to allow access for the Comerica Bank and what used to be the gas station, with the hope that someday combined and shared access can be provided for the remaining properties.

Attachments



INTEROFFICE CORRESPONDENCE

DATE: August 6, 2013
TO: Planning Commission
FROM: James Cubera, Engineering 
SUBJECT: PUD 1-2013, Orchard 12 Plaza, Sidwell #: 22-23-10-476-051

This office has performed a preliminary review of the above referenced PUD plan submitted to the Planning Department on July 17, 2013. Our preliminary comments remain as called out on the memo dated April 2, 2013, dated July 3, 2013 and dated February 1, 2013.



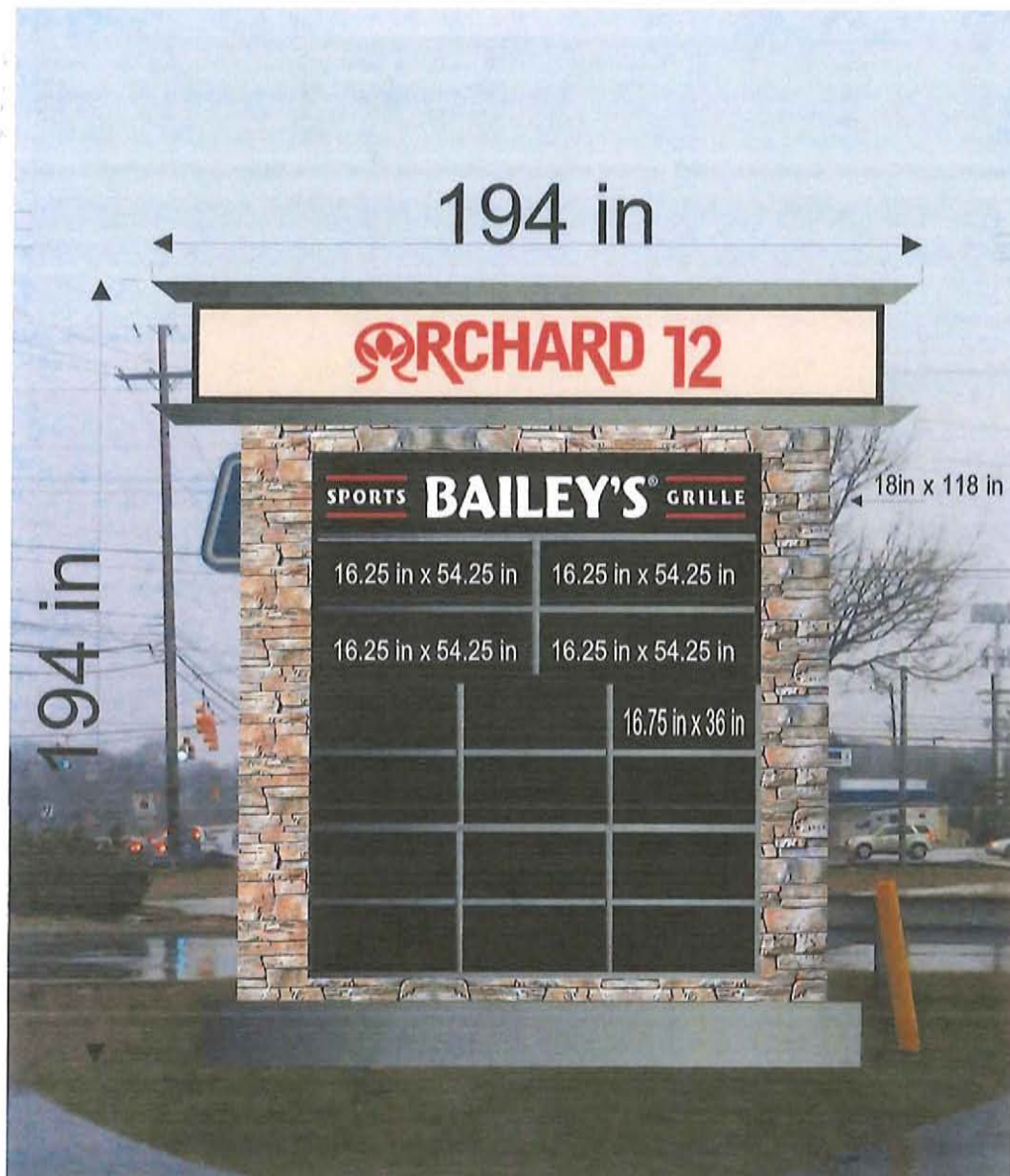
INTEROFFICE CORRESPONDENCE

DATE: September 11, 2013
TO: Planning Commission
FROM: James Cubera, Engineering 
SUBJECT: REVISED PUD 1-2013, Orchard 12 Plaza, Sidwell #: 22-23-10-476-051

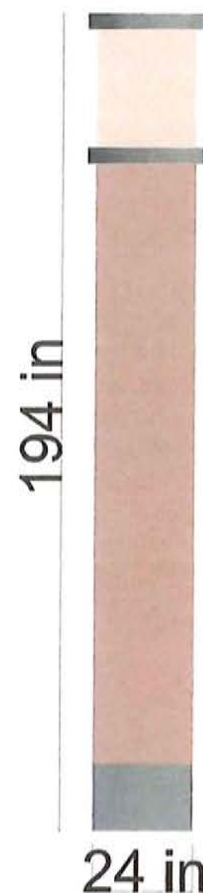
This office has performed a preliminary review of the above referenced PUD plan submitted to the Planning Department on September 6, 2013. We note that is very similar to the plans submitted on July 17, 2013 with modifications to the parking lot layout and a shorter setback for the proposed retail building on Parcel B. With this in mind, our comments remain as called out on our memo dated August 6, 2013.

EXHIBIT "D"

Sign Elevations to Follow



side view



Sign Area: 261.3 sq ft

SIGN SPECS

Tenants panel Total sq footage:

85.9 sqf

Project: Orchard 12

Address: 27839 Orchard lake

Customer
Approval:

Date: 09/26/2013

Tel: (248) 658-0780
Fax: (248) 658-0781

globalsigns1@yahoo.com

www.globalsignsandawnings.com

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Violating these conditions may result in legal repercussions.



BONDED - INSURED - LICENSED



RECEIVED

REVISED PUB PLAN, 2013
OCT 4 2013

CITY / FARMINGTON HILLS
OF MICHIGAN



Project: Orchard 12

Address: 27839 Orchard lake

Customer
Approval:

Date: 09/26/2013

Tel: (248) 658-0780
Fax: (248) 658-0781

globalsigns1@yahoo.com

www.globalsignsandawnings.com

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Violating these conditions may result in legal repercussions.

Sign Area: 261.3 sq ft

SIGN SPECS

Tenants panel Total sq footage:
85.9 sqf



STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

**FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT
AGREEMENT
ORCHARD 12 CENTER**

THIS FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT-ORCHARD 12 CENTER (the "**First Amendment to PUD Agreement**"), dated _____, 2026, is made and entered into by and between the **CITY OF FARMINGTON HILLS**, a Michigan municipal corporation, having the address of 31555 West Eleven Mile Road, Farmington Hills, Michigan 48336, hereinafter called the "City", and **ORCHARD 12, LLC**, ("**Proprietor**"), a Michigan limited liability company, whose address is

_____.

RECITALS:

A. The Proprietor is the fee owner of the Property described in the attached Exhibit "A" (the "**Property**"), known as the Orchard 12 Center, located at the northwest corner of Orchard Lake and 12 Mile Roads.

B. In 2013, the Proprietor submitted an application to the City seeking approval of a Planned Unit Development (PUD) for the existing retail shopping center on the Property.

C. On November 25, 2013, the City Council considered and approved Proprietor's Planned Unit Development Plan, being PUD Plan 12-2014, dated and stamped November 8, 2013, by the City, and the landscape plan and the other plans, signage, elevations, and surveys (the "**PUD Plan**") subject to certain conditions, including (without limitation) the approval, execution and recording of a PUD agreement setting forth the conditions upon which such approval is based.

D. On January 30, 2014, the Proprietor and City entered into that certain "Planned Unit Development Agreement Orchard 12 Center," which is

recorded with the Oakland County Register of Deeds at Liber 46885, Page 266 (“**PUD Agreement**”), and which has the originally approved PUD Plans attached to it as an exhibit.

E. In 2025, Proprietor submitted a request to amend the PUD Plan for purposes of developing a vacant lot within the PUD.

F. On April 13, 2026, the City Council considered and approved Proprietor's proposed amendment to the Planned Unit Development Plan 12 - 2014, including Site Plan 60-7-2025, dated revised March 17, 2026, that included the site plan, landscape plan and the other plans, elevations, and surveys (the “**First Amendment**”), subject to the approval, execution and recording of an amendment to the PUD Agreement.

G. Pursuant to Section 8 of the PUD Agreement and in accordance with the procedures set forth in Section 34-3.20 of the City's Zoning Ordinance, Proprietor and City desire to amend the PUD Agreement for the purposes set forth in this First Amendment to PUD Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The application for the amendment to PUD Plan 12-2014, including Site Plan 60-7-2025, is hereby approved, subject to the following conditions:

- a. Conditions and requirements from the Planning Commission's November 20, 2025, motion recommending approval of the amended PUD and site plans. (See attached Exhibit B.)
- b. The comments in Giffels Webster's November 12, 2025, review being addressed to the reasonable satisfaction of the Planning and Community Development Department. (See attached Exhibit C.)
- c. All conditions and requirements listed in the February 18, 2026, review by the City Engineer being addressed to the reasonable satisfaction of the City Engineer. (See attached Exhibit D.)
- d. Conditions and requirements of the Fire Marshal as stated in his October 31, 2025, review being resolved to the reasonable satisfaction of the Fire Marshal. (See attached Exhibit E.)
- e. The Proprietor working with the City and the Road Commission for Oakland County to widen the exit from the Property into 12 Mile Road.
- f. The Proprietor adding additional and heightened screening to the south end of the site along 12 Mile Road in order to minimize the view of vehicles and order boards from the County right-of-way.

- g. The Proprietor contributing a minimum of \$15,000 to public art by either placing public art on the Property or by payment into the City's art fund.

2. The approval of the amendment to PUD Plan 12-2014, including Site Plan 60-7-2025, includes variances from the following sections of the City's Zoning Ordinance:

- a. Section 34-3.1.26 – Allowing a drive-in restaurant in the B-4 zoning district;
- b. Section 34-4.27.2 – Allowing a fast-food restaurant in a stand-alone building;
- c. Section 34-3.1.26.E – Reducing the required front setback to 44.7 feet from the required 120 feet;
- d. Sections 34-5.2.12.C and 34-3.1.26.E - Vehicle staking/order confirmation and menu boards for a drive-through restaurant within the front yard.
- e. Section 34-4.35.2 -Driveway access for a drive-through restaurant within 60 feet of the road right-of-way of any intersecting street.
- f. Section 34-5.20 – Relief from the design standards for building materials as outlined in Giffels Webster's November 12, 2025, review letter (see Exhibit C); and
- g. Section 34-5.20 – Relief from the design standards for percentage of window coverage on ground floor as outlined in Giffels Webster's November 12, 2025, review letter (see Exhibit C).

3. The exhibits attached hereto and the recital paragraphs set forth above are hereby incorporated into this First Amendment to PUD Agreement by this reference as though fully set forth herein.

4. The parties acknowledge and agree that, except as expressly set forth in this First Amendment to PUD Agreement, all of the terms, conditions and obligations contained in the PUD Agreement remain unchanged and are in full force and effect.

5. This First Amendment to PUD Agreement shall be recorded at the Oakland County Register of Deeds Office.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth with the notarization of their signatures.

PROPRIETOR:

ORCHARD 12, LLC, a Michigan limited liability company

By : _____

Print Name: _____

Its: _____

STATE OF MICHIGAN)

)ss

COUNTY OF OAKLAND)

On this __ day of _____, 2026, before me personally appeared _____, the _____ of Orchard 12, LLC, a Michigan limited liability company, who acknowledged that he/she signed this agreement on behalf of said corporation

Notary Public

Acting in Oakland County, Michigan

My Commission Expires: _____

[Signatures continue on next page.]

CITY OF FARMINGTON HILLS,
a Michigan municipal corporation

Attested
By: _____
Carly Lindahl, City Clerk

On this __ day of _____, 2026, before me personally appeared Karen Mondora, the Acting City Manager of the City of Farmington Hills, who acknowledged that she signed this Agreement on behalf of said City.

Drafted By:
Kristin Bricker Kolb, Esq.
Rosati Schultz Joppich Amtsbuechler, PC
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550

When Recorded, Return To:
City Clerk
City of Farmington Hills
31555 West Eleven Mile Road
Farmington Hills, MI 48336-1165

A – Property Legal Description
B – November 20, 2025, approved Planning Commission Minutes
C – Giffels Webster November 12, 2025, review letter
D – February 18, 2026, review letter of the City Engineer
E – City Fire Marshal’s October 31, 2025, review letter

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

[attach copy of legal description attached to 2014 PUD Agreement]

EXHIBIT "A"

T1N, R9E, SEC 10 PARK HILL LOTS 22 & 23, ALSO N 1/2 OF LOT 24, ALSO LOTS 27 TO 30
INCL, ALSO ELY 400 FT OF LOTS 65 & 66

43059

23-10-476-051

EXHIBIT "B"

November 20, 2025, approved Planning Commission Minutes

**CITY OF FARMINGTON HILLS
PLANNING COMMISSION MEETING
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
NOVEMBER 20, 2025, 7:30 P.M.**

CALL MEETING TO ORDER

The Planning Commission Regular Meeting was called to order by Chair Trafelet at 7:30 p.m.

ROLL CALL

Commissioners present: Aspinall, Brickner, Countegan, Grant, Stimson, Ware, Trafelet

Commissioners Absent: Mantey

Others Present: Staff Planner Mulville-Friel, Planning Consultant Tangari (Giffels Webster), Staff Engineer Dawkins, City Attorney Schultz

APPROVAL OF THE AGENDA

MOTION by Aspinall, support by Grant, to approve the agenda as published.

Motion passed unanimously by voice vote.

PUBLIC HEARING

A. AMEND PLANNED UNIT DEVELOPMENT 12, 2014, INCLUDING SITE PLAN 60-7-2025

LOCATION:	12 Mile, west of Orchard Lake Road
PARCEL I.D.:	22-23-10-476-067
PROPOSAL:	Construct new fast-food restaurant with drive-through on a vacant outlot within B-4, Planned General Business District
ACTION REQUESTED:	Recommend to City Council
APPLICANT:	Ronald J. Sesi
OWNER:	SSFHC Real Estate, LLC

Applicant presentation

Members of the development team present this evening included:

Allen Eizember, Novak & Fraus Engineers

Ronald Sesi, applicant

Luke Liu, AECOM

Mr. Eizember made the following points:

- This proposal was to construct a Culver's restaurant on the site located west of the existing Comerica Bank and the Burger King at the intersection of 12 Mile Road and Orchard Lake Road.
- They had incorporated some of the comments and suggestions made at the October planning commission meeting, including changes to landscaping, architecture, and drive-through stacking spaces.
- Regarding the front yard setback: The front yard setback requirement was for 120 feet on a 200' deep lot. The proposed Culver's would have a 44.7' setback. To provide context, Comerica Bank and Burger King were set back approximately 65'. In both instances there was parking in front of the buildings along 12 Mile Road. Culver's would not have any front yard parking, only drive-through stacking and the bypass lane. Starbucks, which is part of the same PUD, has a 45'

setback on Orchard Lake Road, and has parking within 5' of the right-of-way. In comparison, the proposed Culver's plan provides more buffer between the right-of-way and the drive aisle than Starbucks currently has.

- Regarding stacking and circulation near the driveway off 12 Mile Road: To prevent queued vehicles from blocking the entrance, they had added an island at the southwest corner of the building near the patio area. This design is intended to direct cars in the drive-through queue northward rather than westward, maintaining clear two-way access around the west side of the building.

Planning consultant review

Referencing the November 12, 2025 Giffels Webster memorandum, Planning Consultant Tangari highlighted the following points:

- The three key items being requested via PUD amendment are:
 1. 34-3.1.26 – Permit a drive-in restaurant that is not permitted in the B-4 district
 2. 34-4.27.2 – Permit fast-food in a stand-alone building
 3. 34-3.1.24.E – Setback relief for front setback (reduction from 120' to 44.7')
- Other outstanding issues include:
 - No pedestrian access from the 12 Mile sidewalk
 - In addition to the 120' general setback requirement for the district, an additional 60' setback is required for a drive-through use.
 - Order confirmation boards are located on the south side of the building directed toward 12 Mile Road, with the pickup window on the east side. Order boards are not permitted within the front yard.
 - Regarding stacking, the plan shows five stacking spaces before the confirmation board, with two of those partially located on Parcel A. Eight additional stacking or pull-ahead spaces are shown beyond the window. Any spaces to be used for waiting for order should be notated on the plans.
 - Regarding landscaping, because of the reduced setback, the Planning Commission could require additional landscaping along 12 Mile Road.
 - Regarding lighting, the photometric plan showed numerous values in excess of 0.3 footcandles at the property line interior to the site; this is appropriate. However, the 0.3 footcandles should be observed at the southern property line. Additionally, proposed lighting exceeds the required 4:1 uniformity ratio. Staff were unable to review whether the site meets the maximum illumination of 2.5 lumens per square feet of pavement area. Other lighting details needed to be provided as noted in the review.
 - EIFS is limited to an accent material (less than 40% of façade) located not less than 8 feet above grade; this standard is not met; multiple fields of this material are located below 8 feet; percentage not known. Separate from relief granted under a PUD, the planning commission may grant relief from building material requirements when it finds that the materials are consistent with surrounding development and the waiver will achieve a specific architectural objective.
 - Buildings facing a major thoroughfare are required to have 60% window coverage on the ground floor. This standard appears not to be met on the southern façade. Separate from relief granted under a PUD, the planning commission may grant relief from building material requirements when it finds that the materials are consistent with surrounding development

and the waiver will achieve a specific architectural objective, and that compliance with the standard will result in a practical difficulty.

- Regarding parking, the applicant originally calculated a need for 110 parking spaces based on gross floor area. After staff reviewed the usable floor area, the requirement was closer to 53 spaces—less than half the applicant’s figure. Because this property is part of a larger center, and uses do not all peak at the same time, the City applied the shopping-center standard to evaluate parking availability. Adequate parking exists without requiring a PUD exception.

In response to questions, Planning Consultant Tangari gave the following further information:

- He did not know the future of the Comerica Bank site.
- The Starbucks is a standalone building within the PUD, showing precedent.
- The applicant is not adding a new curb cut.
- A traffic study had been submitted and had been reviewed by the Engineering Division. Staff Engineer Dawkins added that staff had a few comments regarding the traffic study and would return those to the applicant’s traffic consultant.
- There was an acknowledged low level of service at the 12 Mile Road/Orchard Lake Road intersection. Main concerns included how traffic backs up along 12 Mile Road in front of the site, and how traffic backs up within the site during peak exit times.

Mr. Liu said that findings in the traffic study showed:

- Morning peak hour: approximately 49 feet of additional queue (2-3 cars)
- Afternoon peak hour: approximately 34 feet of additional queue (about 2 cars)

Public hearing.

Chair Trafelet opened the public hearing.

Randy Carron, Scrambler’s Restaurant, expressed concern that the proposed Culver’s could significantly impact or potentially jeopardize their business. Parking in the center is already inadequate, particularly on weekends and during weekday lunch hours, and site circulation is often difficult. He believed the addition of a drive-through will worsen congestion, noting that vehicles already back up when entering and exiting onto 12 Mile Road. Mr. Carron also noted that tenants were not notified by the landlord about this proposal or tonight’s public hearing.

No other public indicated they wished to speak.

Commission deliberation and motion

Chair Trafelet explained that tonight’s action would be to make a recommendation to City Council, which would be the deciding body.

Commissioners Grant and Ware asked if other sites in Farmington Hills were considered. Commissioner Grant remained concerned about the tight site layout and current circulation challenges.

Mr. Sesé explained that Culver’s site-selection rules require Culver’s locations to be 5 miles from each other, limiting other options in the City. The subject site was an ideal location. Culver’s imposes specific site and building requirements, including minimum site size, building square footage, and

drive-through access/geometry. Even if another site appears ideal in theory, it may not meet Culver's requirements. The proposed 12 Mile site meets all of Culver's requirements, and they are now seeking to determine whether it meets the City's requirements also.

Commissioner Aspinall asked whether Culver's peak hours of operation would overlap with Scrambler's peak times.

Mr. Sesi explained that Culver's does not serve breakfast; typical opening is 10:00 or 10:30 a.m. Culver's peak hours are approximately 12:00pm–2:00pm. for lunch and 6:00pm–8:00pm for dinner. The introduction of DoorDash and Uber Eats has reduced drive-through sales, as more customers order delivery instead of driving to the restaurant. Dine-in business has remained steady.

Commissioner Brickner confirmed that the subject site is a separate outlot (Lot B), but part of the overall planned development. The outlot designation indicates it is intended for future building rather than permanent surface parking.

Commissioner Brickner referenced Giffels Webster's review indicating the use of EIFS (exterior insulation and finish system) on the building. The City has adopted restrictions on EIFS due to long-term durability problems (deterioration and susceptibility to damage). He asked whether the applicant would consider alternate materials consistent with City standards.

Mr. Sesi expressed willingness to modify the building materials to conform to city standards.

City Attorney Schultz advised that the Commission should require color renderings of the elevations – the submission had included black and white renderings only.

In response to a question from Member Lindquist, Mr. Sesi confirmed he would be the franchisee at this location.

MOTION by Countegan, support by Aspinall, to recommend to City Council that the application to amend PUD 12, 2014 and revised Site Plan 60-7-2025, dated October 28, 2025, submitted by Ronald J. Sesi, be approved because the plans are consistent with the goals, objectives, and policies of the Master Plan and applicable provisions of the Planned Unit Development Option in Section 34-3.20 of the Zoning Ordinance, subject to the following findings and conditions.

Finding:

The Commission has no objections to the proposed relief from the following zoning ordinance standards, which will be addressed in conjunction with the final PUD plan and the PUD agreement.

- A. 34-3.1.26 – Permit a drive-in restaurant that is not permitted in the B-4 district.**
- B. 34-4.27.2 – Permit fast food in a standalone building.**
- C. 34-3.1.24.E – Setback relief for front setback (reduction from 120 feet to 44.7 feet).**
- D. 34-5.20 – Relief from the design standards for building materials as outlined in Giffels Webster's November 12, 2025 review.**

- E. 34-5.20 – Relief from the design standards for percentage of window coverage on ground floor as outlined in Giffels Webster's November 12, 2025 review.**

Conditions:

- A. All outstanding issues identified in Giffels Webster's November 12, 2025 review shall be addressed to the reasonable satisfaction of the City Planner.**
- B. All outstanding issues identified in the City Engineer's November 6, 2025, interoffice correspondence shall be addressed to the reasonable satisfaction of the City Engineer; and**
- C. All outstanding issues identified in the Fire Marshal's October 31, 2025, interoffice correspondence shall be addressed to the reasonable satisfaction of the Fire Marshal.**
- D. The applicant shall meet with planning staff regarding landscaping along 12 Mile Road to provide sufficient buffering and screening for the proposed development.**

Motion discussion:

In response to discussion, Commissioner Countegan said he did not object to EIFS, but would be flexible if the Commission reached a different consensus.

Commissioner Stimson stated he would vote against the motion. While he supported Culver's locating in Farmington Hills, the subject site was too tight. He remained concerned about stacking located in front of the building and insufficient stacking space generally. He believed the site will become unnavigable and traffic flow will be negatively impacted.

Commissioner Grant said she would also oppose the motion, for similar reasons.

Roll call vote:

Stimson	no
Ware	yes
Countegan	yes
Aspinall	yes
Lindquist	no
Grant	no
Brickner	yes
Trafelet	yes

Motion passed 5-3.

REGULAR MEETING

A.

November 12, 2025

Farmington Hills Planning Commission
31555 W 11 Mile Rd
Farmington Hills, MI 48336

PUD Amendment

Case: PUD 12, 2014/60-7-2025
Site: 12 Mile, west of Orchard Lake Rd (Parcel ID 22-23-10-476-067)
Applicant: Ronald J. Sesi
Plan Date: revised 10/28/2025
Zoning: B-4 Planned General Business

We have completed a review of the application for PUD, site plan, and landscape plan approval referenced above and a summary of our findings is below. Items in **bold** require specific action by the Applicant. Items in *italics* can be addressed administratively.



Project Summary – Changes to Approved PUD

The applicant proposes to build a Culver's with a drive-thru on an outlot within an approved PUD known as Orchard 12 Center. The affected portion of the site is a separate lot and is 0.567 acres/24,700 square feet (this was referred to as "Parcel B" in the PUD agreement). Though modifications are not proposed to the rest of the PUD except for the removal of several parking spaces, this project will affect circulation through the site as well as the parking available for the larger Orchard 12 shopping center.

Existing Conditions

1. **Zoning.** The site is currently zoned B-4 Planned General Business.
2. **Existing site.** The site is currently occupied by a parking lot. The site has no wetlands or other notable natural features. Four existing street trees are proposed to remain.
3. **Adjacent Properties.**

Direction	Zoning	Land Use
North	B-4	Commercial (Orchard 12 main center)
East	B-3	Commercial
South	ES	Commercial
West	B-4	Commercial (Orchard 12 main center)

4. **Site configuration and access.** The site is accessed from the larger Orchard 12 shopping center; the nearest driveway is located at the southeast corner of Parcel B, though not on the parcel itself. An access easement permitting blanket access across the two parcels, including to parking spaces and the proposed dumpster enclosure should be executed prior to construction. *The easement will be addressed administratively.*

PUD Amendment:

This is a major amendment to an existing planned unit development. The proposed use is a stand-alone drive-thru restaurant. The existing PUD agreement permits a drive-thru restaurant on Parcel A, but not on Parcel B; per Section 34-4.27.2, fast-food and carryout restaurants are permitted in the B-4 district only when located in a building with at least one other use, and not with a drive-thru. The PUD agreement must be amended to permit the proposed use as proposed.

Site Plan & Use:

1. **Summary of Proposed Use.** As noted above, the applicant proposes a stand-alone fast-food restaurant with a drive-thru. Per Section 34-4.27, fast-food restaurants are permitted without drive-thrus in the underlying B-4 district if they are located in a building with at least one other use. The proposed stand-alone building is 4,123.93 square feet.
2. **Master Plan.** The 2024 Future Land Use Map in the City of Farmington Hills Master Plan designated this site as Commercial, consistent with existing development and the proposed site plan and use.
3. **Dimensional Standards of the B-4 District (34-3.1.26.E).**

Standard	B-4 Requirement	Proposed
Lot Size	Not Specified	0.567 acres/24,700 sq ft
Lot width	Not Specified	123.5 ft
Lot coverage	Not Specified	
Front setback	120 ft	44.7 ft

Rear setback	20 ft	67.5 ft
Side setback (east)	10 ft	38. ft
Side setback (west)	10 ft	29.8 ft
Building height	50 ft/ 3 stories	23 ft
Front Yard Open Space	10% of required front yard	Not provided, appears to be met¹

1. Based on scaled measurements of the plan.

4. **Notes to Schedule of Regulations (34-35)**

- a. Landscaping for all yards abutting a street shall be provided. *See comments below on landscaping.*
- j. Parking in the front yard setback. Parking may be permitted in the front yard setback provided that the parking is set back not less than 10 feet and an area within the front yard, including that 10', remains as lawn or landscaped area which is equal to the specified percentage of the area of the required front yard setback. *This standard is met.*
- n. See the loading/unloading requirements of Section 34-5.4. *See comments below on loading/unloading.*
- o. Rooftop equipment shall be screened in accordance with Section 34-5.17. *See comments below on rooftop equipment.*
- v. Required landscaped area. In any yard abutting a street or freeway, a landscaped area not less than 10 feet deep and abutting the street or freeway shall be provided in the setback. *This area is provided. See landscaping comments below for more information.*

- 5. **B-2 and B-4 District Required Conditions (34-3.10).** The uses in the B-4 District shall require review and approval of the site plan by the planning commission. Uses are required to be conducted within a building and deal directly with the public. The proposed use largely meets this standard, though drive-thru activity does occur outdoors.
- 6. **Pedestrian Access. (34-3.24).** Pedestrian access-ways are required between public sidewalks and principal building entrances, principal building entrances and off-street parking lots, and between uses on abutting parcels. **This is not shown on the plans.**
- 7. **Fast food or Carry-out Restaurants (34-4.27).** The ordinance requires that all fast food or carry out restaurants in the B-2 District are located in a building which includes at least one other principal use. **The structure for the drive-in restaurant is stand-alone and does not meet this standard.**
- 8. **Drive-in Restaurants (34-4.35).** The use standards for drive-in restaurants are specific to the B-3 and LI-1 district, where drive-in restaurants are allowed to be located. *However, since the applicant has included a drive-in as a part of a PUD application, the planning commission and City Council should consider these standards as part of this PUD review.*

The drive-in standards include the following requirements. (The plans do not comply with the regulations listed under a. and d.).

- a. Drive-in restaurants shall provide a building setback of at least 60 feet from any street right-of-way. Signs and other structures shall provide setbacks required in Section 34-3.1.

The plans propose the drive-in restaurant to be located 44.7 feet from the right-of-way, within the front yard setback and less than 60' from the right-of-way.

- b. No space set aside for the stacking of vehicles waiting to be served from a drive-in window shall be closer than thirty-five (35) feet to any adjacent residential zoning lot, except when such lot is occupied by use other than residential.

The proposed drive-in restaurant is not within 35' of adjacent residential.

- c. The zoning lot occupied by such use shall not abut an RA District unless the district is separated from the lot by a major or secondary thoroughfare.

The subject site is not abutting any property zoned RA.

- d. Vehicular access drives to a drive-in restaurant shall be located at least sixty (60) feet from the Right-of-Way of any intersecting street.

Vehicular access drives are less than 60' from the right-of-way.

We further note that the order confirmations boards labeled on the plans are on the south side of the building, directed toward 12 Mile Road, while the pick-up window is on the east side. As much of the drive-through lane comes after the pick-up window as before it as a result. See items 9 and 10 below, which discusses standards for drive-thru lanes.

- 9. **Drive-thru stacking (34-5.2.12).** Drive-thru restaurants require 10 stacking spaces, including 5 before the ordering station. **The plans show 5 stacking spaces before the order confirmation board, though not before the ordering board; two of these spaces are partially on Parcel A. 8 other spaces are shown, though it is not quite clear how they will be used, as they are not located before the pass-through window; if these spaces are meant to be for waiting for orders that will be brought out, a note on the plans would help clarify that aspect of operations.**
- 10. **Drive-thru Design Standards (34-5.2.12).** Drive-thrus are required to meet the following design standards:
 - A. Drive-through lanes shall be separate from the circulation roads and lanes necessary for ingress to and egress from the property. *This standard is met.*
 - B. Drive-through lanes shall not use any space that is necessary for adequate access to parking spaces. *This standard is met.*
 - C. Drive-through lanes where vehicle stacking and waiting occur shall not be permitted in the front yard. **This standard is not met. Vehicle stacking spaces are in the front yard, as are the order confirmation and menu boards.**
 - D. Drive-through lanes and associated bypass lanes shall be set back at least 10 feet from the side and rear lot lines. *This standard is met.*
 - E. Drive-through lanes located adjacent to a street shall be buffered by a minimum 10 foot wide landscaped planting adjacent to the right-of-way as specified in 34-5.14. *This standard is met with a 10-foot buffer area.*
 - F. Drive-through lanes shall provide one (1) by-pass lane to allow unobstructed travel for vehicles to pass those waiting to be served. *This standard is met.*
 - G. All designated pedestrian areas which pass through a stacking space/by-pass lane area shall be clearly marked through pavement striping, alternative paving material or a stamped pattern or texture in the pavement. **No pedestrian areas pass through the lanes; however, the required**

pedestrian connection to the 12 Mile sidewalk is not shown on the plan. A crosswalk should also be shown on the north side of the building where a sidewalk leading toward the rest of the shopping center is shown.

- H. Drive-through lanes shall have a minimum width of nine (9) feet. *The drive-thru lane is 10.5 feet wide and the bypass lane is 12.5 feet wide.*
- I. Drive-through lanes shall have a minimum length of twenty (20) feet per vehicle. **These dimensions are met, though as noted above, the function of some of these spaces is not clear.**
- J. Drive-through lanes shall have a minimum centerline turning radius of twenty-five (25) feet. This standard appears to be met.
- K. Drive-through lanes shall be striped, marked or otherwise distinctly delineated. *It appears this standard will be met.*

11. **Off Street Parking (34-5.2).** The addition of this use will reduce the overall parking available for the 12 Orchard shopping center.

- **Parking Study Observations.** The applicant's traffic study included a parking study. The applicant's parking traffic consultant observed occupancy on Friday, August 15, from 5:00pm to 7:00pm and Saturday, August 16, from 12:00pm to 2:00pm. Peak observed occupancy was 186 spaces between 12:30pm and 1:00pm on Friday, August 16.
- **Parking Study Calculations vs Ordinance Requirements for Shopping Centers.** The applicant's parking study calculated required parking for each individual use in the shopping center, including the proposed drive-through restaurant, arriving at a figure of 543. The shared parking analysis reduces that figure to 444 spaces. However, the same parking study observed far less actual usage than this requirement, as noted above.

Section 34-5.2 of the zoning ordinance provides a parking requirement for shopping centers, which is designed to account for the fact that multiple users have different peak business hours, and that individual tenants will come and go. This standard requires 1 space per 150 square feet of usable floor area for the first 15,000 square feet, and 1 space per 175 square feet of usable floor area for the next 85,000 square feet. With Culver's, this shopping center will total 73,411 square feet of gross floor area. The table below calculates the shopping center requirement based on this square footage:

Gross Floor Area	Usable Floor Area (est)	Spaces Required	Spaces Provided
73,411	1 st 15,000 sq ft:		
	15,000 x 0.75* = 11,250	11,250/150 = 75	
	15,001 – 100,000 sq ft:		
	58,411 x 0.75 = 43,808.25	43,808.25/175 = 250	
Total		325	361 (see below)

*75% of gross floor area is an industry-standard estimate of usable floor area.

- **Overall Parking Count.** Per the applicant's plans, 428 spaces are present on the existing shopping center site. The overall shopping center will have 362 spaces after the proposed development, a net reduction of 66 spaces. **Counting spaces, we found 425 spaces on the site, with a net reduction of 64, for a final count of 361. Either the depiction of spaces must be updated, or the applicant's numbers should be revised. These numbers are also different in**

the AECOM Parking and Traffic Study, which states that there will be 351 spaces on the site. The study also says there are 415 spaces on the overall site, which is not consistent with the observed number of spaces.

- **Culver's Parking Requirement.** A parking calculation for the Culver's as though it were a stand-alone use was provided by the applicant. The applicant estimated usable floor area as 80% of the total floor area of the building. Based on this calculation, and using the 1 space per 30 square feet of usable floor area standard for fast-food, carryout, and drive-thru restaurants, the applicant arrives at a requirement of 110 parking spaces, plus 7 spaces for the patio for a total of 117 spaces. **18 spaces are provided on the site. Based on the floor plans, the actual customer-accessible area of the store appears to be around 1,596 square feet, which would yield a requirement of 53 spaces. Floor plans included in the parking and traffic study show 92 seats.**
- **Conclusion.** When the observations of the parking study are considered in tandem with the ordinance requirement for a shopping center, we believe that the 361 parking spaces provided on the site will be adequate to accommodate all users of the center. We do not find that any relief for parking is required, based on the fact that the new restaurant functions as part of the overall center, and the total parking count exceeds the requirement for a shopping center.

12. **Off-Street Parking Space Layout, Standards, Construction, and Maintenance (34-5.3).** The applicant included the following minimum parking space layout dimensions.

34-5.3.3.A Minimum Off Street Parking Dimensions		
	Required	Provided
Maneuvering Lane Width	20 ft	24 ft**
Parking Space Width	9 ft	9 ft
Parking Space Length	20 ft*	18 ft w/ 2-ft overhang
*May include a maximum 2' unobstructed vehicle overhand area at the front of the parking space		

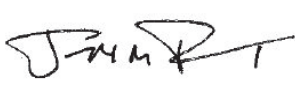
**Maneuvering lanes are located primarily on Parcel A.

13. **Off-Street Loading and Unloading (34-5.4).** Loading space is required in the ratio of 10 square feet per front foot of building. *Compliant space provided in side yard.*
14. **Outdoor Seating (34-4.32).** An outdoor seating area with four tables is proposed. This area appears to meet the requirements of Section 34-4.32.
15. **Landscaping (34-5.14) and Screening (34-5.15).** Parcel A is not required to be screened from any neighboring properties. Per Section 34-5.14.4.C., five (5) large deciduous 5 parking lot trees are required, and these are provided. The plan also proposes to keep all four existing street trees; *protective fencing for these trees should be shown on the plans.*
16. **Exterior Lighting (34-5.16).** A photometric plan was provided showing numerous values in excess of 0.3 footcandles at the property line, though given that the site functions as part of a larger shopping center, these could be considered values internal to the site. However, these values should be observed at the south property line. Additionally:
- **Proposed lighting exceeds the required 4:1 uniformity ratio.**

- We were unable to review whether the site meets the maximum illumination of 2.5 lumens per sf of pavement area.
 - Various notes related to lighting compliance should be added to this sheet.
 - Lighting cut sheets were not provided, and compliance with cut-off requirements cannot be verified.
17. **Rooftop Screening (34-5.17).** Screening of rooftop equipment is required where any is provided. Mechanical equipment on the ground shall be screened per Section 34-5.1.4.D. Sheet A-8.0 clearly shows that the parapet will screen all rooftop equipment.
18. **Tree Removal (34-5.18).** No trees will be removed from the site.
19. **Dumpster Enclosures. (34-5.1.3).** Proposed dumpster enclosures, which are accessed from Parcel A, appear to meet the requirements of Section 34-5.1.3.
20. **Design Standards (34-5.20).** *Elevations appear to be mislabeled—the “left” and “right” elevations are switched; it would clearer to label these as “east” and “west” to reduce ambiguity.* The design standards of Section 34-5.20 were adopted after initial plans were submitted; these standards apply to all walls facing a public right-of-way.
- a. **Building Materials.** EIFS is limited to an accent material (less than 40% of façade) located not less than 8 feet above grade; this standard is not met; multiple fields of this material are located below 8 feet; percentage not known. Separate from relief granted under a PUD, the planning commission may grant relief from building material requirements when it finds that the materials are consistent with surrounding development and the waiver will achieve a specific architectural objective.
 - b. Architectural scaling requirements are met.
 - c. Roof/parapet standards are met; this building will have a flat roof.
 - d. Buildings facing a major thoroughfare are required to have 60% window coverage on the ground floor. This standard appears not to be met on the southern façade. **Separate from relief granted under a PUD, the planning commission may grant relief from building material requirements when it finds that the materials are consistent with surrounding development and the waiver will achieve a specific architectural objective, and that compliance with the standard will result in a practical difficulty.**
 - e. Entranceway standards are met
21. **Requested Relief from Ordinance Standards.**
- a. 34-3.1.26- Permit a drive-in restaurant that is not permitted in the B-4 district:
 - b. 34-4.27.2- Permit fast-food in a stand-alone building
 - c. 34-3.1.24.E- Setback relief for front setback (reduction from 120' to 44.7').
22. **Other Issues.** **Unless the applicant plans to seek relief from ordinance requirements as part of an amendment to the PUD agreement, the drive-thru requires significant redesign.**

We are available to answer questions.

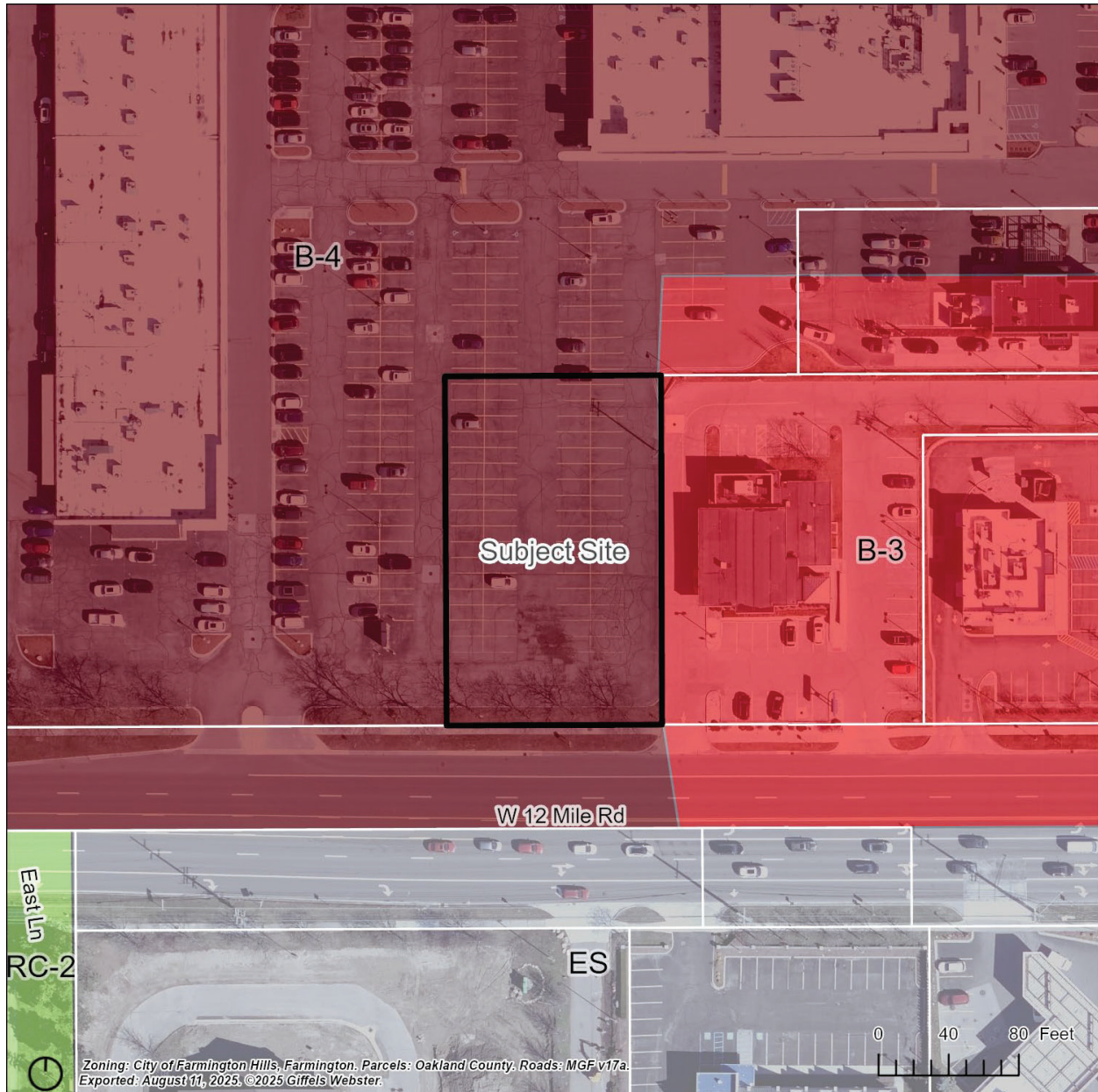
Respectfully,
Giffels Webster



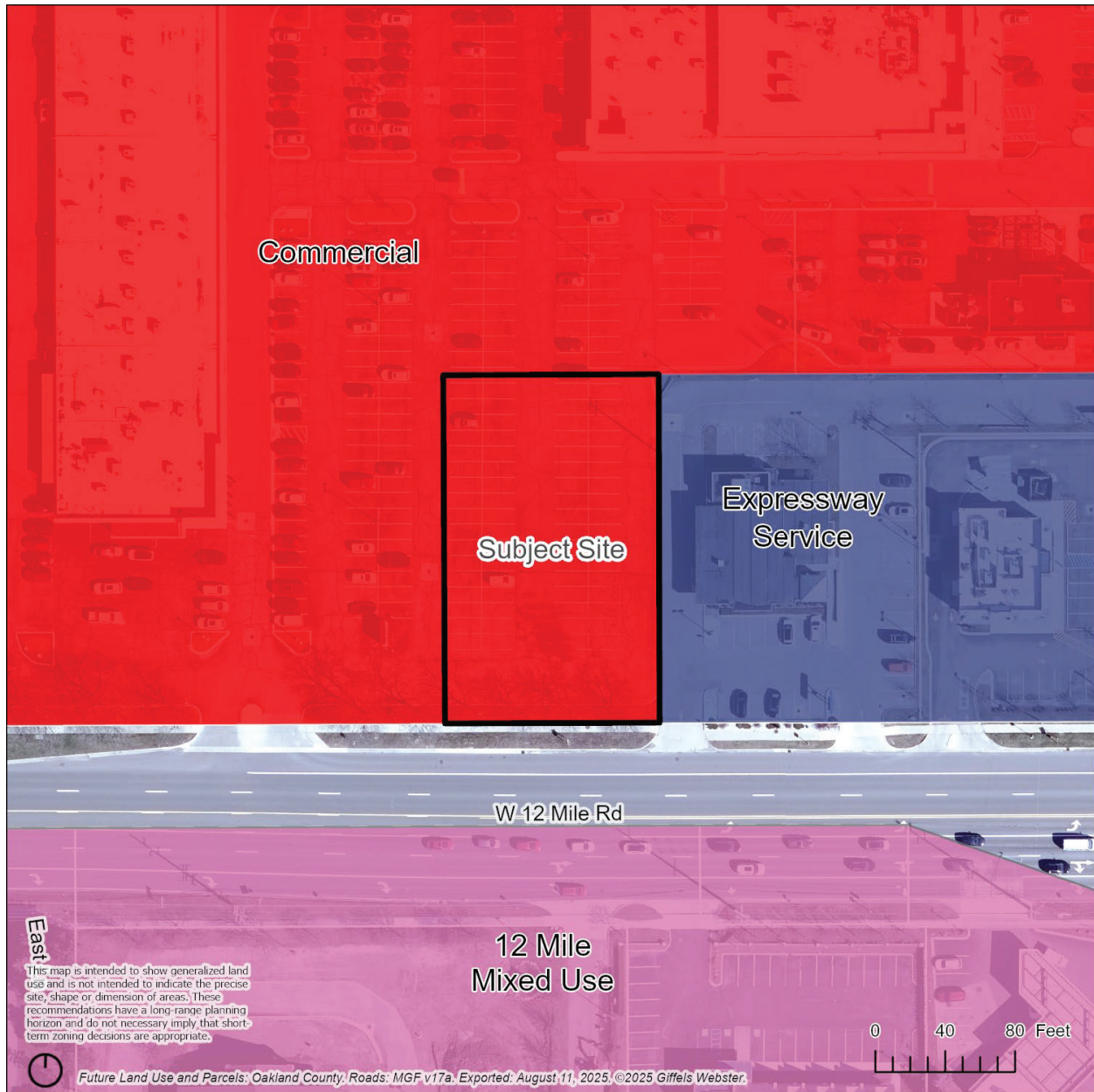
Joe Tangari, AICP
Principal Planner



Julia Upfal, AICP
Senior Planner



Current zoning



Master Plan designations for this area. See discussion above.



Wetland map



DEPARTMENT OF PUBLIC SERVICES
JACOB RUSHLOW, P.E., DIRECTOR

INTEROFFICE CORRESPONDENCE

DATE: February 18, 2026

TO: Charmaine Kettler-Schmult, Director of Planning & Community Development

FROM: Dayton Emerson, Civil Engineer I

SUBJECT: Proposed Amended PUD 12, 2012
12 Mile Road, West of Orchard Lake Road - Proposed Culvers
REVISED SP #: 60-07-2025 PJ #: 10-25-77
Sidwell #: 22-23-10-476-067

This office has performed a preliminary review of the above referenced revised PUD Qualification plan submitted to the Planning Department on October 30, 2025, and provided to the Engineering Division on October 30, 2025. Our preliminary comments are as follows:

1. A 15-inch public sanitary sewer exists just west of this site on property owned and operated as part of the plaza. In addition, an 8" public sewer exists along the north side of 12 Mile Road. It is available for service. The preliminary plans identify tapping into the public sewer along the 12 Mile Road frontage. This is appropriate.
2. An 8" inch water main exists along the west side of this site on property owned by the shopping plaza. This same watermain extends eastward along the north property line of this proposed Culvers within the confines of the site. The revised plan shows the water service line tapping the water main along the north property line within the Culvers property. This is appropriate.
3. The plans identify no additional or new curb cuts to 12 Mile Road. This is appropriate. Please note that a traffic impact study prepared by AECOM was received and reviewed by the City's engineering consultant. Review comments related to the most recent submittal were returned to the proponent on February 18, 2026. Several comments related to the traffic impact analysis have not been addressed at this time. Attached please find the most recent review comments from the City's Traffic Engineering consultant, GHD Engineering.
4. The existing plaza including this property was designed to utilize parking lot surface detention. This new restaurant will trespass into one of those surface parking lot

detention areas. The proposed plan identifies conceptually that the site will provide underground storage. This is appropriate. The design of it as well as an accounting of all the other storm detention areas in the original plaza must be provided for construction review.

Similarly, the storm discharge must be maintained at an agricultural rate and the downstream system must be identified and confirmed to have capacity. Because it appears to extend offsite into Plaza property private easements will be necessary from the Culvers site to where the storm drainage ultimately ties into a public storm sewer.

5. Storm water quality improvements will be required in accordance with the Oakland County stormwater standards. Attached with this review are comments from the City's Environmental Engineer Tyler Sonoga. These must be addressed during Engineering review. Please note that he can be reached at 248-871-2533.
6. We suggest that the proponent and their engineer meet with the Engineer Division via a virtual meeting or in person to discuss the site in further detail.
7. The original PUD was approved in 2014. Verification of completing the Engineering requirements as requested on page 3 of that agreement, paragraph 4 sub item F must be confirmed.



FIRE

FARMINGTON HILLS



INTEROFFICE CORRESPONDENCE

Date: October 31, 2025
To: Planning Commission
From: Jason Baloga, Fire Marshal
Subject: Site Plan Review 60-7-2025 (Twelve Mile/Orchard Lake – Culver's)

The Planning Commission shall be aware that in order for this site to meet the 50' turning radius requirement, it appears that the Fire Department will need to utilize both the drive-through lane and bail-out lane to circulate the building. It also appears that Fire Department apparatus will need to travel under drive through awnings to make the turn.

1. Drive through stacking shall not block Fire Department access to the complex.
2. The minimum clearance between the finished roadway surface and any overhead obstruction shall be 13'6".
3. The building shall be maintained to Michigan Building Code and International Fire Code requirements, in addition to compliance with City Ordinance, Chapter 12 Section 12-11 Fire Department Site Plan Review and Design Standards.
 - a. Site must be designed to accommodate fire apparatus with a 50-foot turning radius.
 - b. The minimum drive width shall be 14 feet.

A handwritten signature in blue ink, appearing to read "Jason Baloga".

Jason Baloga, Fire Marshal

JB/al

IT IS FURTHER RESOLVED that the Acting City Manager is authorized to submit the required application to the U.S. Department of Housing and Urban Development by May 16, 2026.

MOTION CARRIED 7-0.

UNFINISHED BUSINESS

CONSIDERATION OF APPEAL OF A FREEDOM OF INFORMATION ACT REQUEST DATED JANUARY 11, 2026 (POSTPONED FROM MARCH 9, 2026).

This request was withdrawn from the applicant prior to the meeting.

CONSIDERATION OF AN AMENDMENT TO THE PLANNED UNIT DEVELOPMENT PLAN 12, 2014 INCLUDING SITE PLAN 60-7-2025 – CULVERS RESTAURANT (POSTPONED FROM FEBRUARY 23, 2026). CMR 4-26-45

Director of Planning and Community Development Kettler-Schmult introduced this request to amend Planned Unit Development Plan 12-2014, including Site Plan 60-7-2025, to permit construction of a new fast food restaurant with a drive-thru on a vacant lot within the existing Orchard 12 Shopping Center. The request had been reviewed by the Planning Commission in October and November 2025. It first came before City Council in January 2026, and was postponed in February 2026 to a date certain of tonight's meeting. A public hearing had been held in January, additional comments were received in February, and a March study session gave Council an opportunity to provide further comments to the applicant. The applicant would present this evening. It would be at Council's discretion whether to take additional comments from the audience following the presentation.

Allen Eizember, Novak & Fraus Engineers, was present on behalf of this request, as was Ronald J. Sesi, applicant.

Mr. Eizember explained that the project represented an estimated \$3 million development, with approximately \$250,000 already invested in engineering, architectural work, and discussions with the shopping center ownership. The project was estimated to generate a taxable value of approximately \$700,000.

Other sites had been considered for the restaurant. The adjacent Comerica Bank property had no plans to move or sell until its merger with Fifth Third Bank. The site at Middlebelt and 12 Mile Road had been considered and a query had been made, but no response had been received from the developers or real estate agents associated with that property.

Regarding the subject site, Mr. Eizember reviewed changes to the plan made since the last City Council meeting. The parking islands and parking spaces had been revised in an effort to improve traffic flow through the site. A large island was proposed near the main entrance to shield the monument sign and prevent vehicles from parking directly adjacent to it, while additional islands were added to create a cleaner traffic pattern around the proposed restaurant. These islands would also provide new snow storage areas.

The proposed Culver's operation would have peak hours from 12:00pm to 1:00pm and from 6:00pm to 8:00pm, with business projected to be 55 percent indoor service and 45 percent drive-thru service. Based on ordinance requirements, the site plan provided five stacking spaces behind the ordering station, two spaces at the pay window, and six post-payment spaces, for a total of 13 stacking spaces.

The average dwell time for the proposed double drive-thru was approximately 30 seconds from ordering to cash-out.

Mr. Eizember presented site photographs taken on Saturday, March 7, at approximately 10:30am, 12:30pm, and 6:00pm. The photographs showed parking conditions within the shopping center and the proposed Culver's area at different times of day. The proposed Culver's site largely empty during the morning and midday periods, when parking activity was heavier in front of Scramblers and, later in the day, closer to Craft Brews City, but generally did not extend significantly into the proposed Culver's site.

The applicant had worked with the Fire Department regarding concerns about vehicles stopping in main drive aisles of the shopping center to pick up carry-out orders. The applicant committed to install 10 "No Parking Fire Lane" signs throughout the main north-south and east-west drive aisles so that the restriction would be enforceable. The Fire Department supported that approach.

Using a site maneuvering schematic and video, Mr. Eizember described how vehicles would enter from 12 Mile, travel north through the center islands, then circulate around the site to access the drive-thru lane. The exit drive onto 12 Mile would be restriped to provide two outbound lanes, one for left turns and one for right turns. Internal to the site, the design included a 14-foot bypass lane required by the Fire Department, screening in front of the menu boards and along the frontage, and landscape plantings and ground cover around the patio, building foundation, and menu board areas.

Mr. Eizember presented renderings showing views of the patio area, menu board screening, and the appearance of the site from eastbound and westbound 12 Mile Road, including required shrubs and landscaping along the frontage.

Public comment

Darcy Scott, Farmington Hills resident, remained concerned that the proposed restaurant would compress too much activity into an already busy area of the shopping center and would further reduce parking available to nearby businesses, particularly Scramblers. She suggested that an alternative location, such as the former Arby's site, might be more appropriate. Mayor Rich responded that the Arby's site was planned for a 7 Brew Coffee use.

Randy Carron, Scramblers restaurant, thanked Council for its continued attention to this matter. After working with the City's engineering department, he believed the proposal could work if certain adjustments were made. He recommended widening the exit drive from 22' to 24' to allow two vehicles to exit more easily. He also stated that, in coordination with the landlord, Scramblers planned to make better use of underutilized rear parking by directing employees to park there, while also drawing patrons to the southwest area by restriping the lot, and adding a signed awning over the side entrance. He no longer opposed this project.

Liesa Helfer, Farmington Hills resident, remained opposed to the proposal after seeing the site plan and parking layout. She was concerned that the reduction in parking would negatively affect existing businesses, particularly Scramblers, because customers could become frustrated by difficulty finding parking and choose to shop elsewhere. The proposal would alter the character, convenience, and usefulness of the shopping center for the benefit of a single new national restaurant.

Eric Schmidt, Farmington Hills resident, also opposed the proposal. Parking and traffic circulation in the shopping center were already difficult, particularly because vehicles frequently stop in fire lanes near existing businesses for carryout pickups, creating congestion and safety concerns. An additional restaurant would worsen those conditions, negatively affect surrounding businesses during construction, and make the site harder to navigate. Mr. Schmidt also referenced the 12 Mile and Orchard Lake Corridor Study Report, stating that Culver's ranked low among quick-service restaurant recruitment targets, and he questioned whether the project justified changing the existing layout of the area.

Council discussion

Noting that she had previously expressed concerns about locating Culvers on this site, Councilmember Knol said she appreciated that the applicant had explored other possible locations, all of which had turned out to be unavailable or not feasible.

Councilmember Knol pointed out that because Farmington Hills is a fully developed city, Council had to evaluate whether the proposal could be made workable within existing conditions rather than under ideal circumstances. The revised plan showed meaningful improvements. The revised circulation pattern was a significant improvement and would be more intuitive if supported by proper signage. Councilmember Knol was pleased to see room for both a right-turn lane and a left-turn lane exiting onto 12 Mile Road, but agreed that area should still be widened and striped so that right-turning vehicles would not be blocked by those waiting to turn left. Additionally, the City should continue working with Oakland County regarding a possible traffic signal at the intersection, to further help alleviate backups. Councilmember Knol also addressed her concerns regarding parking and the potential effect on Scramblers. She thanked Mr. Carron for his patience and willingness to work with the developer, landlord, and Council. His support for the revised proposal was meaningful. The proposed awning on the south side of Scramblers would improve the business's visibility from 12 Mile Road and encourage customers to use parking areas on the southwest side of the building that are currently underutilized.

Councilmember Knol suggested that if the Comerica site were ever to become available, the City and possibly the developer should encourage the shopping center owner to pursue control of that property so it could potentially be regraded and integrated into the site as shared parking for the complex.

Councilmember Knol concluded that, while the proposal was still not perfect, sufficient progress had been made on traffic circulation and parking issues to warrant her support.

Councilmember Bridges stated that he would support the project because the applicant had worked closely with the City and had consistently revised the proposal in response to questions and concerns raised by Council. No development is perfect, and this project merited support because it would add a needed restaurant to the City, traffic concerns had been addressed through repeated discussion and modifications, the Police and Fire Departments had signed off on the project with respect to access, and the applicant had worked with Scramblers and other businesses regarding rear employee parking. It was encouraging to hear Mr. Carron express support for the revised plan.

Councilmember Starkman stated that he had not been certain before the meeting how he would vote because of the concerns that had been raised. While he believed the 12 Mile site would have been a better location, he acknowledged that the City had to work within realistic conditions. The traffic study helped address one of his main concerns because it showed no significant increase or major issue, and

hearing Mr. Carron's objections withdrawn made him more comfortable supporting the development. He would support the proposal.

Councilmember Aldred thanked the applicant for the effort made to improve the traffic flow. The revised layout appeared far more sensible than the earlier version. He continued to have reservations about parking in the area. Referencing the traffic study, he stated that total parking within the shopping center had decreased from 415 spaces to 351 spaces and that the additional lane shown on the revised plan would remove another 11 spaces, resulting in a total loss of 75 parking spaces. The proposal would also add restaurant demand, which he believed could increase parking utilization from roughly 50% to approximately 75% or more at typical peak periods. Councilmember Aldred asked staff whether an expected parking occupancy rate of approximately 75% would be considered reasonable for the site.

Director Kettler-Schmult said that under the current zoning ordinance standards, with the additional striping and the full availability of rear parking, the site met the City's parking requirements. Actual conditions can vary depending on the intensity of use and overlapping business hours, but her review was based on compliance with the City's code and zoning ordinance. She noted that the City's parking standards have historically been conservative.

Councilmember Aldred stated that there was a distinction between satisfying ordinance requirements and determining whether a parking arrangement was practically appropriate and functional. He asked engineering staff whether an anticipated parking lot occupancy of approximately 75% would be acceptable in real-world use.

City Engineer Saksewski responded that it was difficult to confirm a specific expected occupancy rate. The zoning ordinance required 325 parking spaces and the Giffels Webster study showed approximately 361 spaces were available on the site before the latest revision. After the loss of an additional 11 or 12 spaces for the revised layout, the site would still have enough parking, but the key issue would be whether the rear parking area was actually used on busier days. The site had sufficient parking if the rear lot were utilized.

Noting that the rear parking area was in poor condition, Councilmember Aldred asked whether the rear parking area would be striped, lighted, and made fully usable. Mr. Eizember confirmed that the plaza owner had agreed in writing that the 65 spaces in the rear would be striped and lighted. City Engineer Saksewski added that the rear lot contained approximately 60 spaces. If the total number of on-site spaces was reduced to roughly 320, it could be expected that 30 to 40 vehicles would need to use the rear parking area during peak periods.

Councilmember Boleware asked for clarification regarding the site circulation shown in the video presentation, specifically how vehicles exiting the drive-through would leave the site after receiving their food. Mr. Eizember responded that vehicles would exit the drive-through by circulating around the site in the opposite direction of the entry movement, using the new two-way drive aisle, and then proceeding south through the main north-south drive aisle to the double exit onto 12 Mile Road. The drive aisle would be 24 feet wide, which met the City's minimum standard.

Councilmember Boleware said she had struggled with this project. She viewed it as a good restaurant in a poor location. She remained concerned about the traffic pattern and noted that the study stated crash exposure could be expected to increase slightly due to the additional site traffic, although this increase was not considered significant. However, the Orchard Lake Road and 12 Mile Road intersection is

already a dangerous location, and any increase in crash hazard would add to an already difficult situation.

Councilmember Boleware also stated that the proposal involved several deviations from zoning provisions associated with the existing Planned Unit Development, including the use of a drive-in restaurant in a B-4 district, a stand-alone fast food building, a deficient front setback, and the drive-in restaurant standard requiring vehicular access drives to be located at least 60 feet from the right-of-way. When considering whether to approve the requested amendment, she looked at what benefit the project would offer to Farmington Hills residents. She acknowledged that residents often request more casual dining options, but this proposal was for a fast-food restaurant in an area that already contained several carryout-oriented businesses.

Councilmember Boleware asked whether any public art had been proposed as part of the project. Director Kettler-Schmult stated that no public art component had been identified in the proposal.

Councilmember Boleware appreciated hearing from Mr. Carron. His comments were meaningful given Scramblers' long-standing presence in the City. She was somewhat less concerned about parking than some other council members, although she acknowledged that a parking lot operating at approximately 75% occupancy during portions of the day would not be ideal for customers visiting the other businesses in the shopping center. She remained unconvinced that this project was a right fit for the City. She also expressed continued concern regarding the visibility of the menu boards from 12 Mile Road, noting that the low shrubs shown in the renderings did not appear to provide sufficient screening. Based on these concerns, she would likely vote no on the project.

Councilmember Dwyer stated that concerns and required revisions had been thoroughly addressed and both the City and the applicant had worked well together throughout the review process. He believed the project would be a positive addition to Farmington Hills and reaffirmed his support for the development.

Councilmember Aldred noted that one of the requested zoning deviations involved locating the order confirmation menu boards in the front yard rather than the rear yard, along with a front setback of 44 feet where 120 feet would otherwise be required. Per the applicant, the menu boards would be illuminated digital screens. The proposed screening along 12 Mile Road did not appear to be sufficient to shield the menu boards from view.

Mr. Eizember responded that the current proposal met ordinance requirements for 30-inch landscaping along the frontage, but they were open to providing taller hedges if Council desired additional screening.

Councilmember Aldred asked for clarification regarding the proposed deceleration lane shown on the engineering drawings. The applicant stated that a deceleration lane was being added along 12 Mile Road in response to comments from Council, the City Engineer, and the Road Commission, and further confirmed that widening the exit drive was already included as part of the Road Commission requirements for the site.

Mayor Rich then noted that under an ordinance adopted approximately one year ago, new development in the City is expected to provide an investment in public art. Referring to the estimated \$3 million cost

of the development, she stated that the ordinance would suggest an investment in public art equal to one-half of one percent, or \$15,000, toward public art. The art could either be placed on the site itself or the amount paid into the City's public art fund. If the motion included provisions addressing widening and striping of the exit, additional screening along 12 Mile Road, and the public art contribution, she could support the project.

Mayor Rich said the City should continue discussions with the Road Commission regarding conditions on 12 Mile Road, particularly in light of the anticipated apartment development across the street. She thanked Mr. Carron of Scramblers for continuing to participate in the process. The project would be better because neighboring businesses had worked together.

Mr. Sesi thanked Council for working with them on this project. Regarding the public art requirement, they would work with the City as to whether they would place art on their site or contribute to the public art fund.

MOTION by Bridges, support by Dwyer, that the City Council of Farmington Hills hereby approves the application for amended PUD Plan 12, 2014, including Site Plan 60-7-2025, dated revised March 17, 2026, based on the findings that the proposed PUD promotes land use goals and objectives of the City, satisfies the qualification and other requirements in Section 34-3.20 of the Zoning Ordinance and will not adversely affect the public health, welfare and safety, for the following reasons:

1. The Master Plan for Future Land Use 2025 has indicated a community desire for restaurants within Farmington Hills;
2. The requested deviations from the Zoning Ordinance regulations otherwise applicable to this property are outweighed by the positive impacts this proposed development will have on the area;
3. Traffic and site access for the shopping center are not significantly impacted;
4. Front yard drive-through signage and stacking is well screened to moderate the effects of this placement;
5. The proposal is compatible with other uses in the area and
6. The proposal brings about development of a vacant lot with a use that is determined to be desired within the community;

IT IS FURTHER RESOLVED, that that the application for amended PUD 12, 2024 and Site Plan 60-7-2025 are approved subject to the following conditions:

1. Any conditions and requirements of the Planning Commission's November 20, 2025, motion recommending approval of the amended PUD and Site Plans,
2. Giffels Webster's November 12, 2025, review shall be complied with or addressed to the reasonable satisfaction of the Planning and Community Development Department;
3. Any conditions and requirements stated in the February 18, 2026 review by the City Engineer shall be complied with or addressed to the reasonable satisfaction of the City Engineer; and
4. Any conditions and requirements stated in the October 31, 2025 review by the Fire Marshal shall be complied with or addressed to the reasonable satisfaction of the Fire Marshal.

5. The petitioner will work with the City of Farmington Hills Engineering Division and the Road Commission for Oakland County to widen the exit onto 12 Mile Road;
6. The petitioner will add additional and heightened screenage to the south end of the site, along 12 Mile Road, to minimize view of vehicles and order boards;
7. The petitioner will contribute one half of one percent into public art on the property or to the City's public art fund.

IT IS FURTHER RESOLVED, that City Attorney prepare the appropriate PUD agreement stipulating the final PUD approval conditions and authorizing the identified zoning deviations for City Council consideration and final approval.

Mayor Rich recognized Mr. Carron, who asked that a sign be required at the exit: "Do Not Block Intersection." Mr. Eizember said that a sign was already shown in the first island that addressed this issue.

Councilmember Boleware said that with the conditions as now listed, she would support the motion.

MOTION CARRIED 7-0.

Mayor Rich called a short break at 9:21pm and reconvened the meeting at 9:29pm.

NEW BUSINESS

CONSIDERATION OF ACCEPTANCE OF THE 2026/2027 - 2031/2032 CAPITAL IMPROVEMENTS PLAN. CMR 4-26-46

City Planner Mulville-Friel presented the FY 2026-2027 through FY 2031-2032 Capital Improvements Plan. The Planning Commission is mandated by State law to adopt a Capital Improvements Plan after a public hearing, and the City Manager is required to submit Capital Expenditure Projections to City Council that outline major capital expenditures or projects planned over the next six years.

The Capital Improvements Plan (CIP) outlines a six-year schedule of public service expenditures for major permanent physical improvements, including the facilities, services, and installations necessary for the community to function. The CIP serves as the first step in an organized effort to strengthen the quality of public facilities and services and provides a framework for achieving community goals and objectives identified in the City's Master Plan.

The updated CIP was formally adopted by the Planning Commission following a public hearing held on February 19, 2026. Before the public hearing, the Planning Commission held a work session during which directors and staff from the Police Department, Fire Department, Central Services, Special Services, Public Services, and the Department of Public Works presented anticipated capital expenditures. The CIP includes a total of 142 projects across those departments, with projected expenditures of approximately \$342 million over the six-year period. Transportation and local roads represented the largest category of projected expenditures, followed by parks and recreation, major roads, drainage, and water main improvements.

Council discussion



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 9/14/2026

DEPT: Planning and Community Development

RE: 3rd Modification of Consent Judgment #108 - Holocaust Memorial Center

ADMINISTRATIVE SUMMARY

- The City entered into a consent judgment with the Holocaust Memorial Center and property owners on October 11, 2001, to construct the original Center at 28123 Orchard Lake Rd.
- The First modification to the Consent Judgment occurred in 2008. The Center proposed an addition to the building and parking lot.
- The Second Modification to Consent Judgment in 2025, modified language and described replacement of the freestanding entrance signs and donor wall.
- The Third modification to the Consent Judgment (attached) involves modification of the west property boundary. The residential lot at 28092 Park Hill (Lot 62 of Park Hill Subdivision) has been acquired by the Holocaust Memorial Center. The request proposes to divide the lot into two parts. The rear portion would be added to the Holocaust Memorial Center and the remainder will retain frontage along Park Hill. The existing and resulting property descriptions are attached.
- City Attorney has participated in the preparation of the proposed amended Consent Judgment and has no legal objections to City Council proceeding with approval.

RECOMMENDATION

City Council make a motion to approve and authorize the Acting City Manager and City Attorney to sign, on behalf of the City, the Third Modification of Consent Judgment and take such actions as are necessary to submit the same to the Oakland County Circuit Court for entry and recording.

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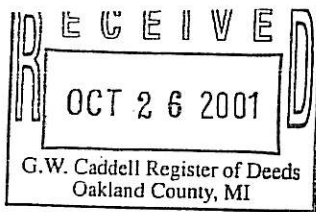
CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

Department Approval: Charmaine Kettler-Schmult, Director of Planning and Community Development

Executive Approval: Karen Mondora, Acting City Manager, P.E.

Attachments:

- Consent Judgment dated October 11, 2001; 1st Modification of Consent Judgment, dated July 7, 2008; 2nd Modification of Consent Judgment dated July 24, 2025.
- Proposed 3rd Modification of the Consent Judgment
- Proposed site layout of existing and resulting property descriptions (Holocaust Memorial Center and Lot 62 of Park Hill Subdivision)



STATE OF MICHIGAN



COPY

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

J.R. DEVELOPMENT COMPANY
and ARI-EL ENTERPRISES, INC., and
THE HOLOCAUST MEMORIAL CENTER,

Plaintiffs,

v

CITY OF FARMINGTON HILLS,

Defendant.



JUDGE RICHARD D. KUHN
J R DEVELOPME V FARMINGTON

336972
LIBER 23929 PAGE 803
\$61.00 MISC RECORDING
\$2.00 REMONUMENTATION
10/26/2001 03:57:59 P.M. RECEIPT# 73612
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

CONSENT JUDGMENT

At a session of said Court held in the City of Pontiac, County
of Oakland, State of Michigan on OCT 11 2001

PRESENT: Honorable RICHARD D. KUHN
Circuit Court Judge

Upon stipulation and consent of the parties, by and through their respective attorneys, the Court finds:

A. Plaintiff J.R. Development Company ("J.R. Development") is a Michigan corporation having its offices in the City of Southfield, Oakland County; Michigan.

B. Plaintiff, ARI-EL Enterprises, Inc. ("ARI-EL") is a Michigan corporation having its offices in the City of Southfield, Oakland County, Michigan.

C. Defendant City of Farmington Hills (sometimes "City" and sometimes "Farmington Hills") is a home rule city established under Act 279 of the Public Acts of 1909, MCLA 117.1 et seq, as amended, located in Oakland County, Michigan.

D. J.R. Development owns real property located in Farmington Hills commonly known as Sidwell number 23-10-476-062 and more particularly described on *Exhibit "A"* (Residential Parcel) and *Exhibit "B"* (Office Parcel).

E. On March 26, 1999, Plaintiffs commenced this litigation challenging the validity of the City of Farmington Hills Zoning Ordinance as applied to the land.

F. Defendants filed their Answer and Affirmative Defenses to the Complaint denying any invalidity, wrongdoing or liability.

G. Subsequently, Plaintiffs have entered into agreement to sell the land in conjunction with the sale of adjacent property to the Holocaust Memorial Center, a Michigan non-profit corporation (added plaintiff).

H. Now Plaintiffs, added Plaintiff and Defendant City of Farmington Hills desire to settle this lawsuit in accordance with the terms and conditions of this Consent Judgment in order to permit the use of the land for a museum and educational center.

NOW THEREFORE, this Consent Judgment being presented to the Court pursuant to the stipulation of the parties, and the Court having determined that this proposed Consent Judgment is reasonable and just and being otherwise fully advised in the premises;

IT IS HEREBY ORDERED THAT:

THE PARTIES

1. The Holocaust Memorial Center, a Michigan non-profit corporation, is hereby added as Plaintiff, it being a necessary party by reason of its acquisition of interest in the Residential Parcel and the Office Parcel.

2. The Farmington Hills Zoning Board of Appeals is hereby dismissed as a party by reason it is not a entity independent and apart in its legal existence for the City of Farmington Hills and its limited jurisdiction as a quasi-judicial body is not required for the disposition of this case.

THE PROPERTY

3. The property which is the subject of this Consent Judgment consists of the Residential Parcel as described in *Exhibit "A"* and the office parcel as described in *Exhibit "B"*.

APPLICABLE LAW

4. From and after the date of this Consent Judgment, the Residential Parcel shall remain zoned as RA-2 single family residential use as regulated by the Zoning Ordinance of the City.

5. From and after the date of this Consent Judgment, the office parcel shall remain zoned OS-2, planned office service use, as regulated by the Zoning Ordinance of the City.

6. From and after the date of this Consent Judgment, the property shall be occupied and developed in accordance with the conceptual site plan consisting of site plan, landscaping plan and building elevations, and two-page Zoning Analysis dated August 9, 2001, attached hereto and made a part hereof as *Exhibit "C."* The property shall be occupied and used as a museum and educational center located on the office parcel and an accessory memorial gardens with natural amphitheater and foot access drive on the

residential parcel. The area, dimensional and setback standards of the respective zoning districts shall apply except as specifically noted on the conceptual site plans.

7. The Holocaust Memorial Center shall dedicate the land within the current marginal access easement across its property to the City of Farmington Hills for public right-of-way purposes in conjunction with any future expansion of Orchard Lake Road. Such dedication shall be a condition of final site plan approval, but the surface of such dedicated right-of-way shall be used for lawn and landscape until needed for future road expansion in the City's sole discretion.

8. Development of the property consistent with this Consent Judgment shall be processed in accordance with State law and City ordinances.

9. Plaintiffs and Defendants, each for itself and its respective assigns, release and forever discharges the other, and its respective affiliates, successors, predecessors, assigns, officers, directors, transferees, employees, officials, independent contractors, commissions, boards, councils, and attorneys of and from any and all claims, demands, actions, causes of action, suits, debts, judgments, executions, damages and rights of whatever nature and law, equity or otherwise which now exists or which may subsequently accrue by reason of any acts, events or facts existing on the date of this Consent Judgment, whether known or unknown on that date. This Mutual Release shall not bar claims brought to enforce or interpret the provisions of this Consent Judgment.

10. In the event of a proceeding to enforce this Consent Judgment, either party may seek to recover costs and attorney fees in addition to any other applicable and available relief.

11. The parties shall execute any and all documents and/or enter into such agreements as are necessary or convenient to carry out the intent of this Consent Judgment.

12. This Consent Judgment shall be binding upon and inure to the benefit of the parties and their successors and assigns. It is declared to be in recordable form, and the covenants contained herein are declared to be covenants running with the land and all portions or divisions thereof, and the Oakland County Register of Deeds be, and hereby is, ordered to record a true copy of this Consent Judgment in the land records of Oakland County.

13. The terms of this Consent Judgment may be amended, changed or modified but only by written agreement executed by the parties hereto and approved and ordered by this Court.

14. By their execution of this Consent Judgment, Plaintiffs and Defendants each warrant that they have the authority to execute this Judgment and bind their respective entities to its terms and conditions.

15. Except as provided by this Consent Judgment, all claims asserted in this lawsuit, including all claims for money damages, attorney fees and costs, are merged into this Consent Judgment and forever barred.

16. This Court retains jurisdiction to interpret and assure compliance with the terms of this Consent Judgment and to grant whatever legal and/or equitable relief or remedies the court deems appropriate.

IT IS FURTHER ORDERED that this dismissal resolves the last pending claim and closes the case.

RICHARD D. KUHN

CIRCUIT COURT JUDGE

J.R. DEVELOPMENT COMPANY

ARI-EL ENTERPRISES, INC.

By: _____

By: _____

Its: _____

Its: _____

CITY OF FARMINGTON HILLS

HOLOCAUST MEMORIALCENTER, INC.

By: Steve Brock

By: _____

Its: STEVE BROCK
City Manager

Its: _____

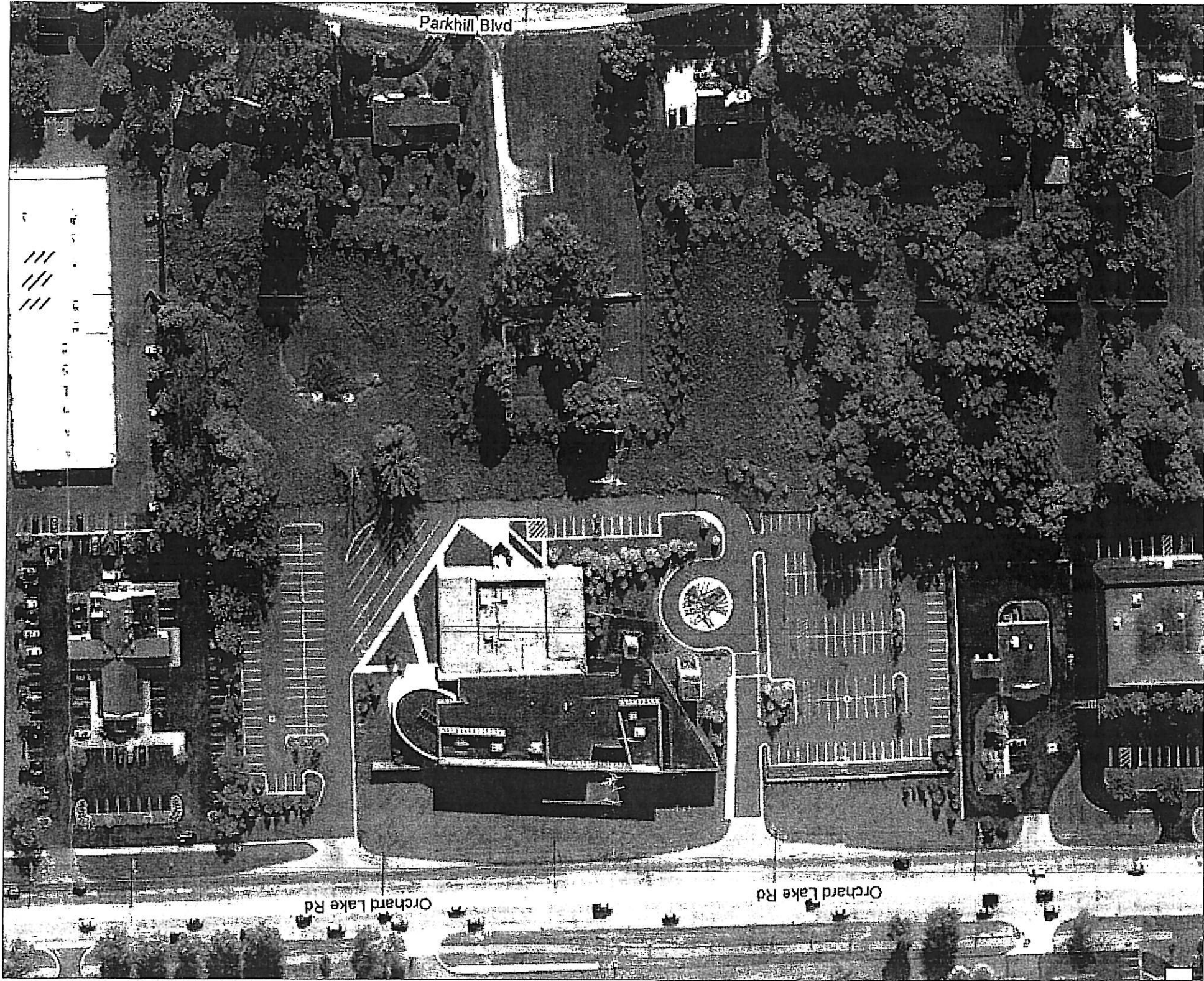
JOSEPH F. GALVIN (P-13821)
Attorney for Plaintiffs
150 W. Jefferson
Suite 2500
Detroit, MI 48226
(313) 963-6420

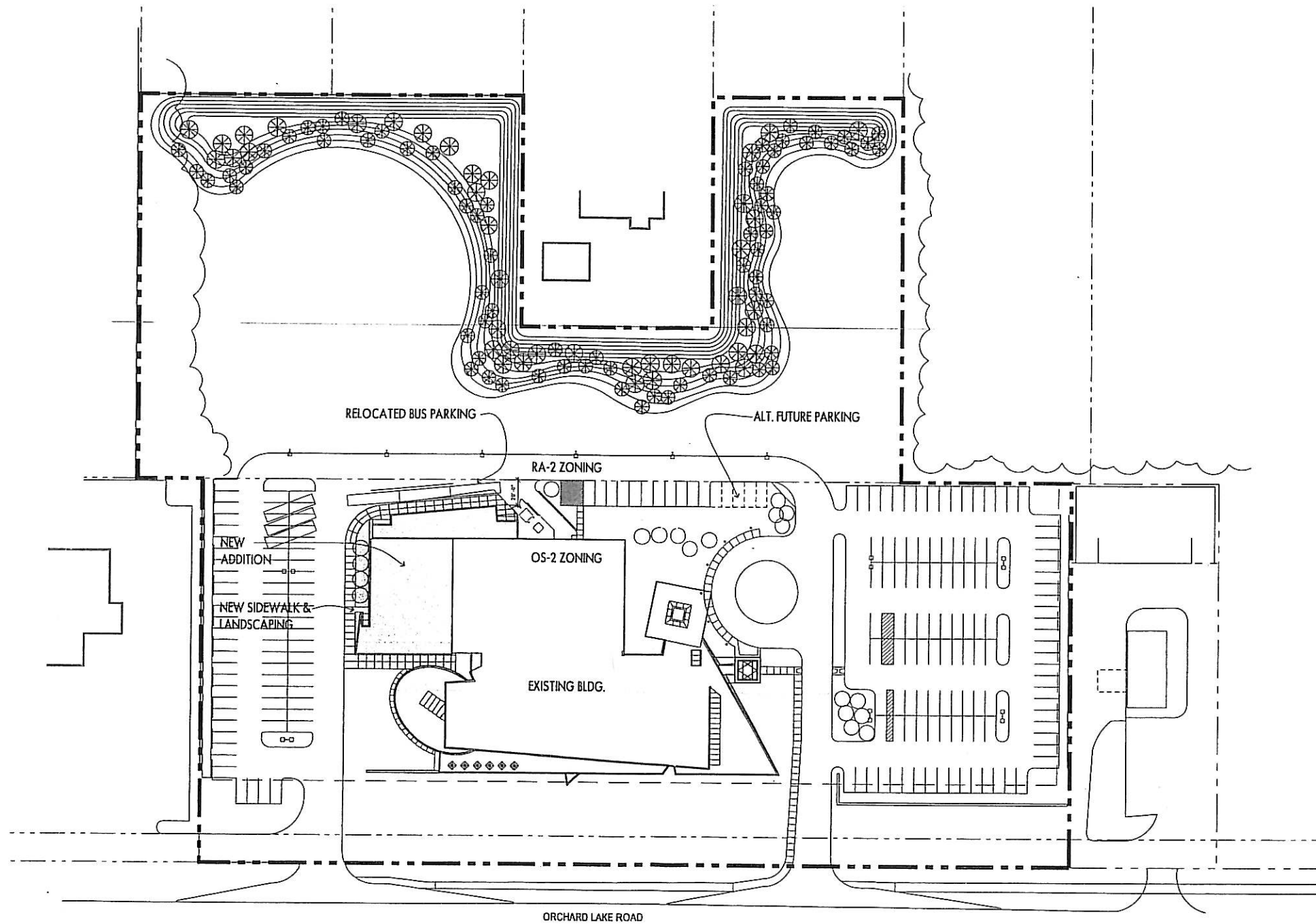
Ret. JOHN M. DONOHUE (P-25526)
Attorney for Defendants
30903 Northwestern Highway
Farmington Hills, MI 48334-2516
(248) 851-9500

CAROL A. ROSATI (P-32288)
Co-Counsel for Defendants
34405 West Twelve Mile Road
Suite 200
Farmington Hills, MI 48333
(248) 489-4100

A TRUE COPY
G. WILLIAM CADDELL
Oakland County Clerk - Register of Deeds
By [Signature] Deputy

297687_1.DOC



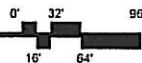


HOLOCAUST MEMORIAL CENTER
FARMINGTON HILLS, MICHIGAN

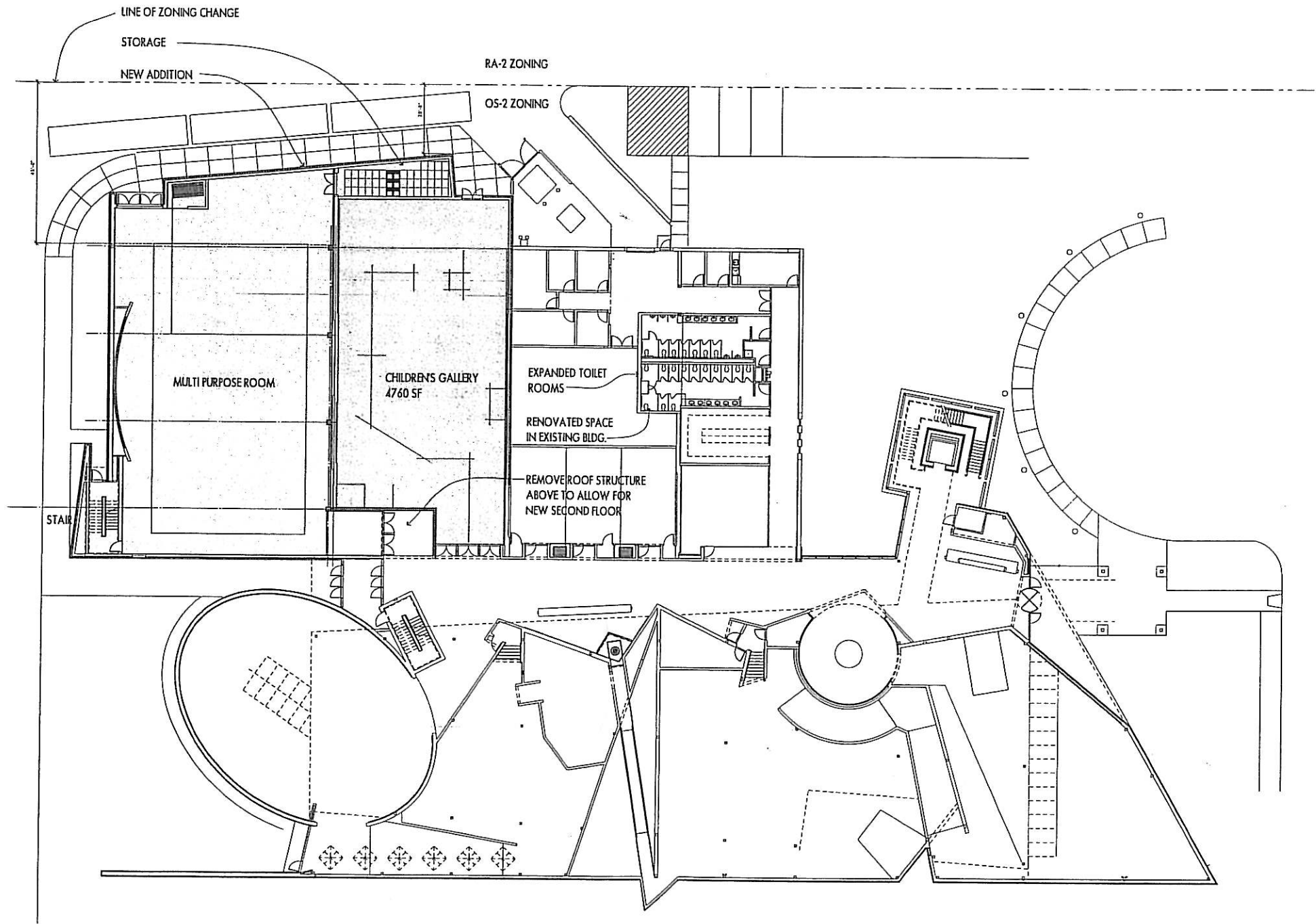
APRIL 8, 2008

PROPOSED SITE PLAN - SCHEME
15,841 SFG TOTAL FIRST AND SECOND FLOOR

Site Plan



NEUMANN
SMITH

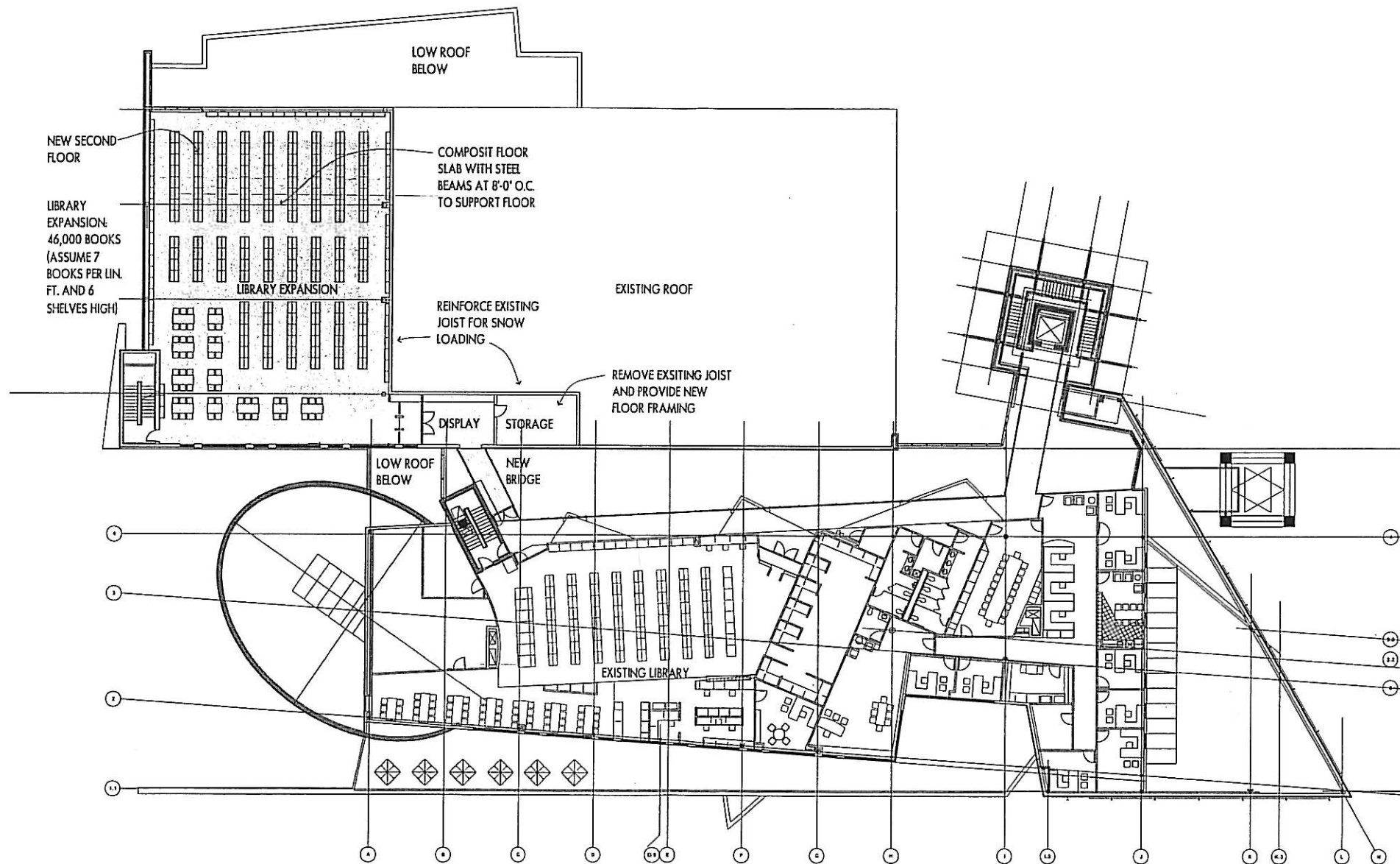


HOLOCAUST MEMORIAL CENTER
FARMINGTON HILLS, MICHIGAN
APRIL 8, 2008

Floor Plan
0' 8' 16' 24' 40'

PROPOSED FIRST FLOOR PLAN - SCHEME
(MULTI PURPOSE ROOM WITH CHILDREN'S GALLERY)
8,688 GSF FIRST FLOOR

NEUMANN
SMITH
architecture

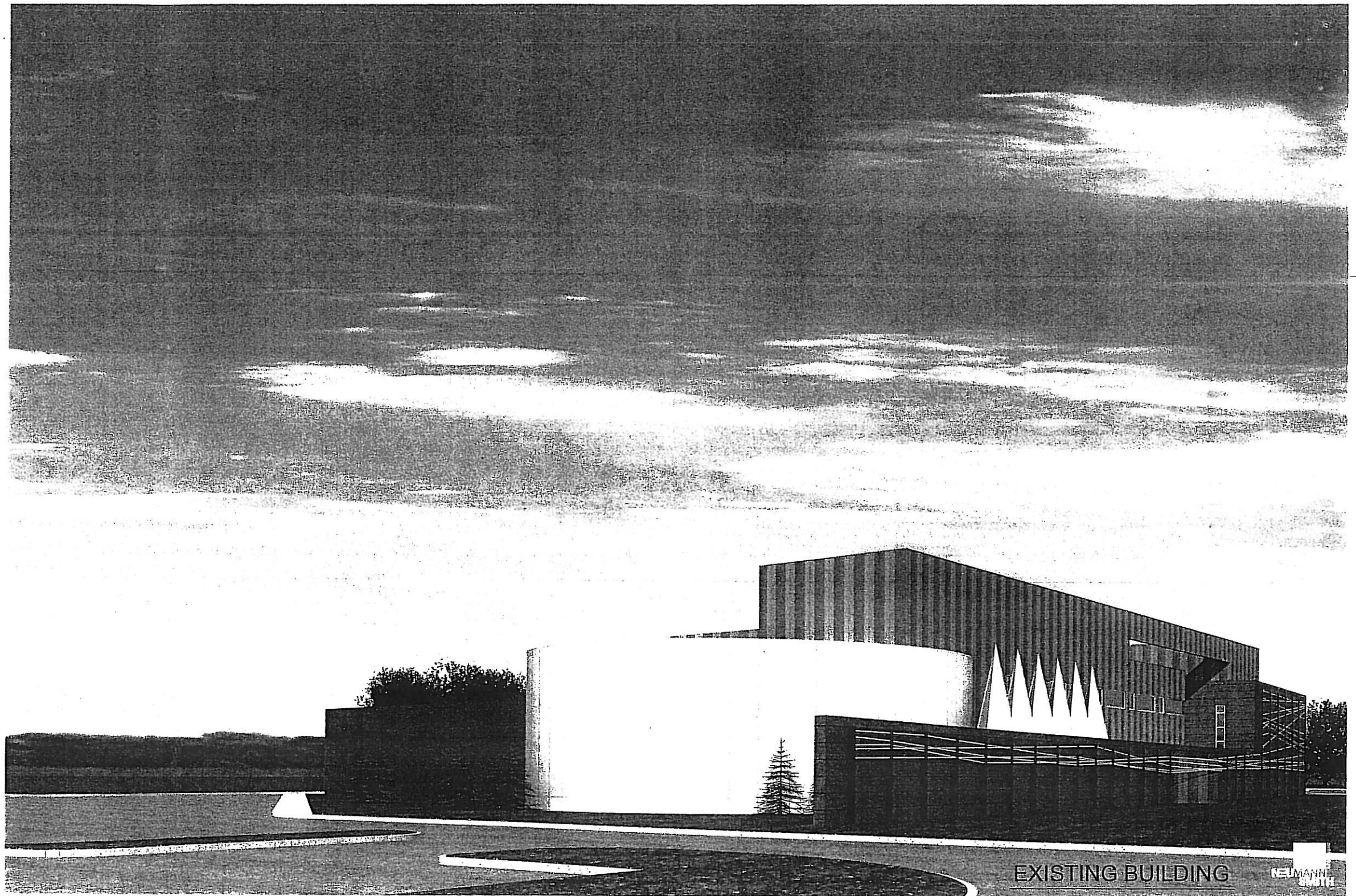


HOLOCAUST MEMORIAL CENTER
FARMINGTON HILLS, MICHIGAN
APRIL 8, 2008

Floor Plan
0' 8' 16' 24' 40'

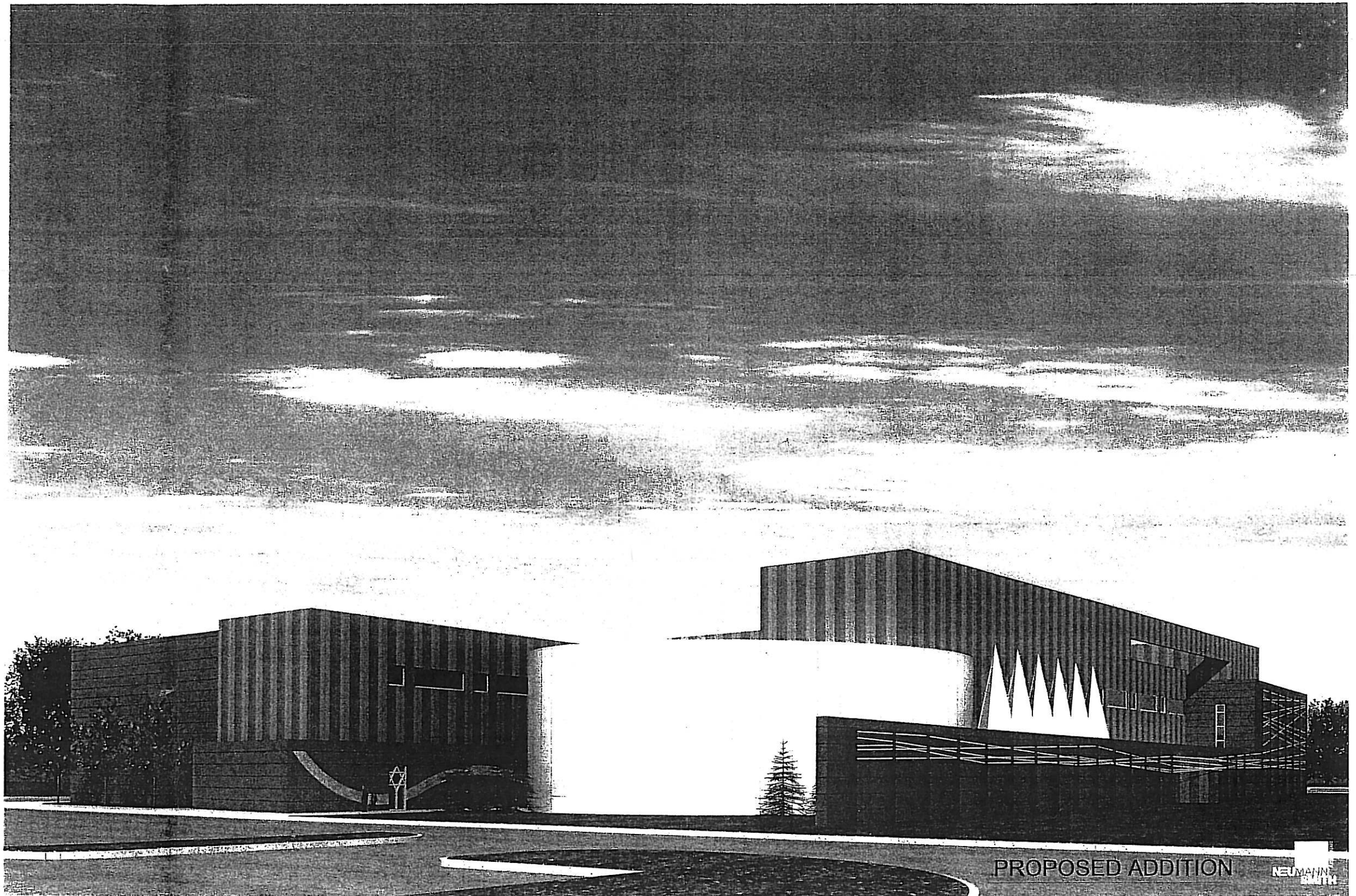
PROPOSED SECOND FLOOR PLAN - SCHEME
(EXPANDED LIBRARY)
7,153 GSF SECOND FLOOR

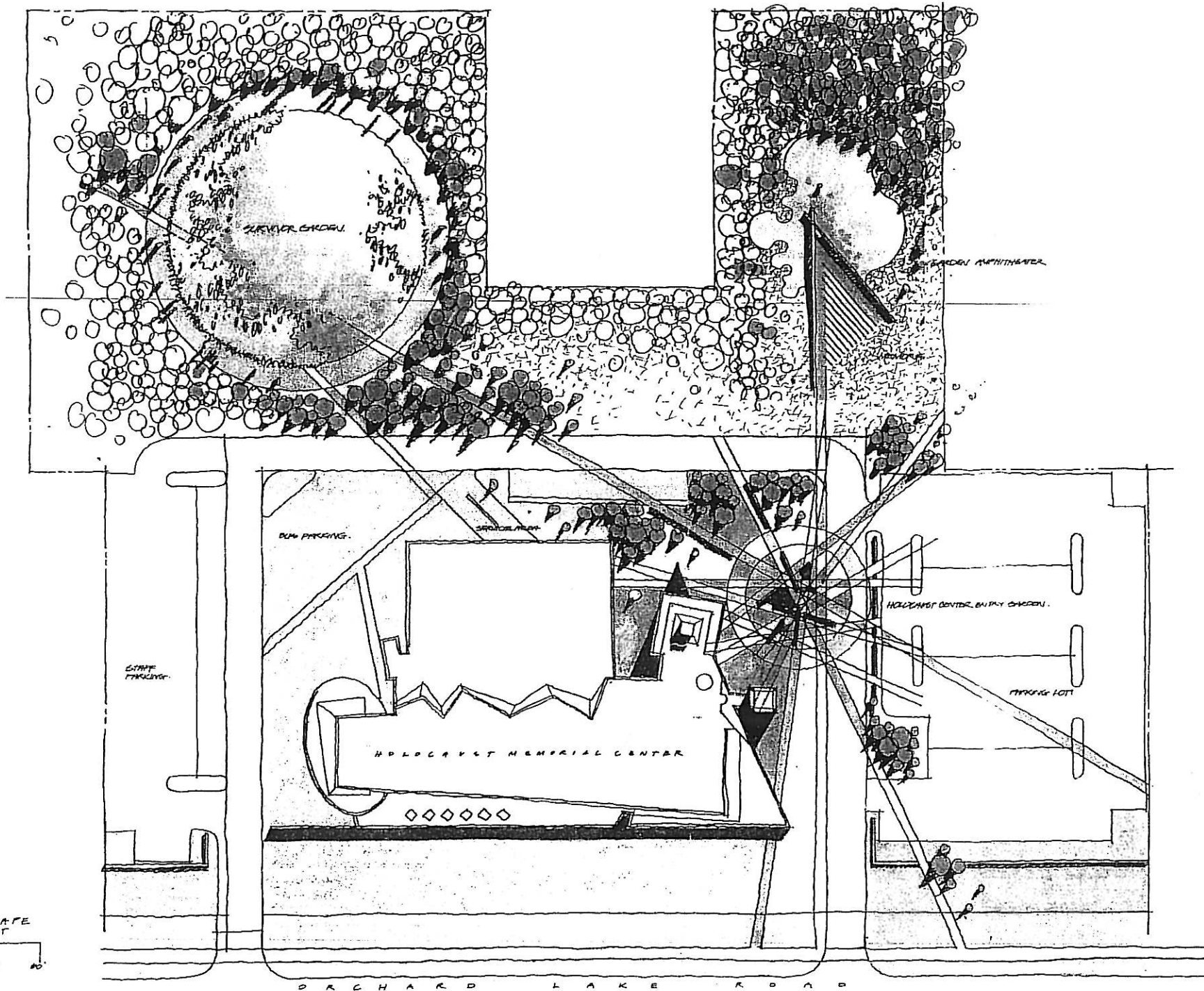
architecture
**NEUMANN
SMITH**



EXISTING BUILDING

KEIMANN
SMITH





LANDSCAPE
CONCEPT
0 10 20 40
JUNE 26, 2001

Holocaust Memorial Center Farmington Hills, Michigan

STUDIOS
SMITH
& ASSOCIATES

GREISS, MEYER
& ASSOCIATES

Landscape Architecture & Civil Engineering
1000 West 10th Street, Suite 100
Farmington Hills, MI 48334

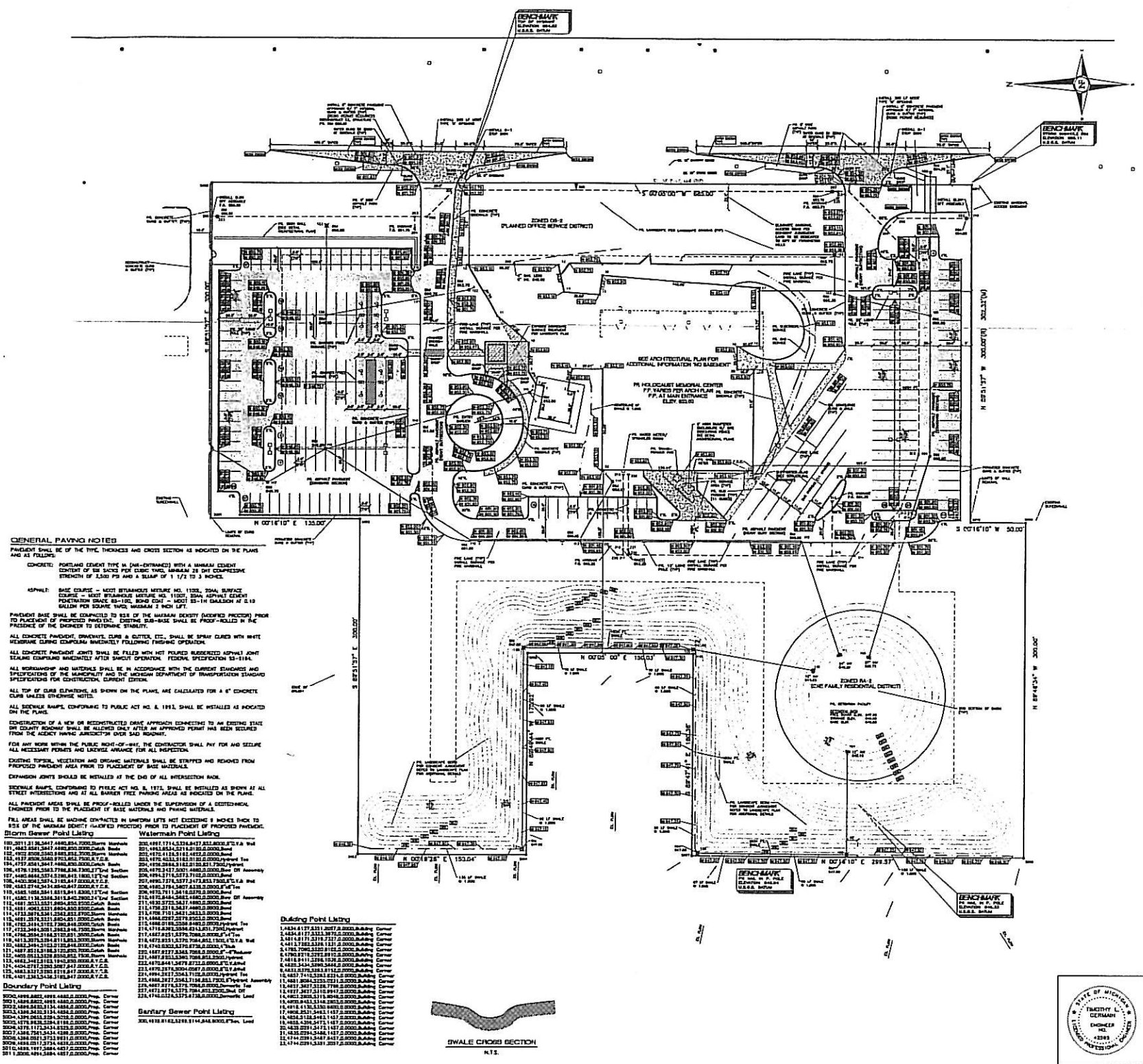
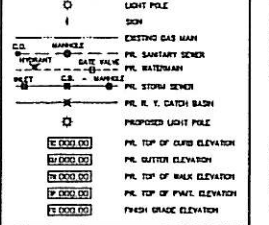
Halocaust Memorial Center
6602 W. Maple Road
West Bloomfield, MI 48322
Contact:
Rabbi Charles H. Rosenzweig
Phone: 248-661-0840

Nowak & Fraus
Civil Engineering • Land Surveying • Land Planning
1314 H. Stephenson Highway
Brentwood, TN 37027 • 615/371-1300
Fax: 615/371-6062
Per: 2348 200-0012

**04-22-02 Issued for
Engineering Review**

Job Number
21052
Title
Paving & Grading Plan

Scale: 1" = 40'-0"



LEGAL DESCRIPTION OF PROPERTY

T1N, R9E, Sec 10, Park Hill, E 300 Ft Lot 61, E 120 Ft Lot 62 also E 300 Ft Lots 63 and 64.

Tax Identification No. 23-10-476-062

T1N, R9E, Sec 10, Park Hill, W 62 Ft of Lot 12 & Lot 13 Exc N 15 Ft of E 238 Ft, also all of Lots 14 to 19, Incl.

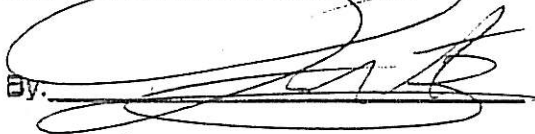
Tax Identification No. 23-10-476-053

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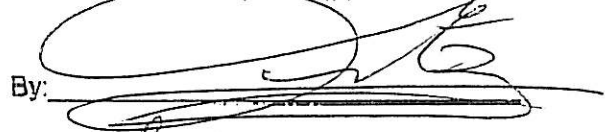
IT IS FURTHER ORDERED that this dismissal resolves the last pending claim and closes the case.

CIRCUIT COURT JUDGE

J.R. DEVELOPMENT COMPANY

By: 
Its: MANAGER

ARI-EL ENTERPRISES, INC.

By: 
Its: PRESIDENT

CITY OF FARMINGTON HILLS

By: _____
Its: _____

HOLOCAUST MEMORIALCENTER, INC.

By: _____
Its: _____

JOSEPH F. GALVIN (P-13821)

Attorney for Plaintiffs
150 W. Jefferson
Suite 2500
Detroit, MI 48226
(313) 963-6420

JOHN M. DONOHUE (P-25526)

Attorney for Defendants
30903 Northwestern Highway
Farmington Hills, MI 48334-2516
(248) 851-9500

CAROL A. ROSATI (P-32288)

Co-Counsel for Defendants
34405 West Twelve Mile Road
Suite 200
Farmington Hills, MI 48333
(248) 489-4100

297687_1.DOC

IT IS FURTHER ORDERED that this dismissal resolves the last pending claim and closes the case.

CIRCUIT COURT JUDGE

J.R. DEVELOPMENT COMPANY

ARI-EL ENTERPRISES, INC.

By: _____

By: _____

Its: _____

Its: _____

CITY OF FARMINGTON HILLS

HOLOCAUST MEMORIALCENTER, INC.

By: _____

By: Saul Waldman

Its: _____

SAUL WALDMAN

Its: TREASURER

JOSEPH F. GALVIN (P-13821)
Attorney for Plaintiffs
150 W. Jefferson
Suite 2500
Detroit, MI 48226
(313) 963-6420

JOHN M. DONOHUE (P-25526)
Attorney for Defendants
30903 Northwestern Highway
Farmington Hills, MI 48334-2516
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(248) 489-4100

297687_1.DOC

SECRET, WARDLE, LYNCH, HAMPTON, TRUEX AND MORLEY

IT IS FURTHER ORDERED that this dismissal resolves the last pending claim and closes the case.

CIRCUIT COURT JUDGE

J.R. DEVELOPMENT COMPANY

ARI-EL ENTERPRISES, INC.

By: _____

By: _____

Its: _____

Its: _____

CITY OF FARMINGTON HILLS

HOLOCAUST MEMORIALCENTER, INC.

By: _____

By: Saul Waldman

Its: _____

SAUL WALDMAN

Its: TREASURER

JOSEPH F. GALVIN (P-13821)

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150 W. Jefferson

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Detroit, MI 48226

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30903 Northwestern Highway

Farmington Hills, MI 48334-2516

(248) 851-9500

Carol A. Rosati
CAROL A. ROSATI (P-32288)

Co-Counsel for Defendants

34405 West Twelve Mile Road

Suite 200

Farmington Hills, MI 48333

(248) 489-4100

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EXHIBIT A

T1N, R9E, Sec 10, Park Hill, E 300 Ft Lot 61, E 120 Ft Lot 62 also E 300 Ft Lots 63 and 64.

Tax Identification No. 23 10 476 062

EXHIBIT B

T1N, R9E, Sec 10, Park Hill, W 62 Ft of Lot 12 & Lot 13 Exc N 15 Ft of E 238 Ft, also all of Lots 14 to 19, Incl.

Tax Identification No. 23 10 476 053

EXHIBIT C

ZONING ANALYSIS: (August 9, 2001)

The following variances from the Zoning Ordinance standards are required to complete the Holocaust Memorial Center as shown on the conceptual site plan, building elevation, and landscape plan.

1. The marginal access drive in front of the building and to the north property line shall be eliminated. The marginal access drive from the southernmost curb cut to the south property line shall be maintained. The existing curb cuts may be moved from their existing position, not more than thirty feet (center to center) subject to the approval of the City Planning Commission and Engineering Division.
2. Maximum height of the main building shall be 32 feet with three elements which may exceed that limit:
 - a. The entrance cupola measuring approximately 400 square feet in area shall have a maximum height of 49 feet;
 - b. The chimney-like form that surrounds the elevator shaft shall have a maximum height of 59 feet; and
 - c. The stair tower of approximately 800 square feet with overhanging roof shall have a maximum height of 38 feet.
3. Mechanical equipment shall be located on the roof as shown on the conceptual site plan. It shall be screened as required by the ordinance.
4. The minimum front yard setback shall be 64 feet as measured from the existing front property line, that is, prior to the dedication of right of way required by the Consent Judgment.
5. A 210 foot long wall not to exceed four feet in height may be erected in the front setback as shown on the conceptual plan, subject to the corner clearance requirements of the City Code.
6. The rear yard setback of the main building as measured from the zoning line shall be 45 feet.
7. Parking shall be provided for eleven busses. Parking shall be provided for 200 cars based upon the following equations:

1 space per 3 auditorium seats plus one staff member for the auditorium
= 134 spaces

ZONING ANALYSIS
PAGE 2

1 space per 3 seats in breakout rooms
= 20 spaces

1 space per 200 square feet of office space plus 2 spaces
= 21 spaces

1 space per library employee
= 5 spaces

1 space per 800 square feet of museum space
= 20 spaces

8. The wall referenced in item five above may have on top and upon it letters varying in height but not to exceed three feet above the wall and averaging two feet above the wall to provide building identification. One tier of names of donors may be engraved only, not attached or painted, on the wall's surface. Total area within the signage shall not exceed 418 square feet.
9. A sloped entry text wall not exceeding 25 feet in length and 12 feet in height, containing text related to the nature of the Holocaust Memorial Center shall be permitted provided the sign portion shall not exceed 300 square feet and the wall remains as shown on the plan, sloped at an angle, to restrict its visibility from Orchard Lake Road.
10. In lieu of the six-foot wall requirement between the OS-1 and residential districts, a wall, berm and plantings shall be provided as shown on the conceptual site plan.
11. No tree survey shall be required. No replacement trees shall be required. Landscaping shall be provided as shown on conceptual site plan.
12. Storm water retention shall be provided to store a volume of 1.65 inches for the single-family residential area. Current storm water drainage systems shall be maintained on the OS-2 parcel.

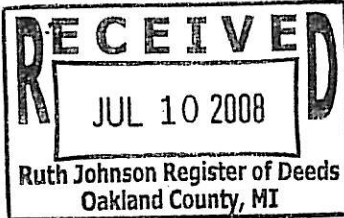
JMD/dk

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OAKLAND COUNTY 99-013616-AA



JUDGE MICHAEL WARREN
JR DEVELOPME v FARMINGTON HI



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

J.R. DEVELOPMENT COMPANY
and ARI-EL ENTERPRISES, INC., and
HOLOCAUST MEMORIAL CENTER,

CASE NO. 99-013616-AA

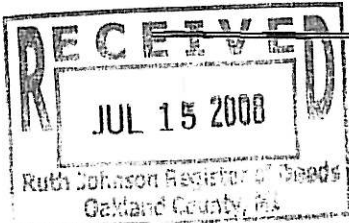
PLAINTIFFS,

v.

CITY OF FARMINGTON HILLS,

DEFENDANT.

13570
LIBER 40460 PAGE
\$43.00 MISC RECORDING
\$4.00 REMONUMENTATION
07/15/2008 02:49:48 P.M. RECEIPT # 62402
PAID RECORDED OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS



FIRST MODIFICATION OF CONSENT JUDGMENT

At a session of said Court held in the Courthouse City of
Pontiac, State of Michigan on JUL 07 2008

PRESENT: THE HONORABLE

MICHAEL WARREN
Circuit Court Judge

A Consent Judgment having been entered in the above-referenced case on or about October 11, 2001 (the "Consent Judgment"); and Plaintiffs J.R. Development Company and Ari-El Enterprises, Inc. no longer having any remaining ownership interest in the subject property, leaving Plaintiff Holocaust Memorial Center as the sole owner and Plaintiff in this case; and Plaintiff Holocaust Memorial Center (hereinafter "Plaintiff") having entered into discussions and negotiations with Defendant regarding a proposed addition to the Holocaust Memorial Center on the subject property and certain other resulting modifications to the plans and layout of the site; and the parties having agreed to the entry of this First Modification of Consent Judgment relating to such modifications of the building, plans, and layout;

NOW, THEREFORE, this First Modification of Consent Judgment being presented to the Court pursuant to the stipulation of the parties, and the Court having determined that this proposed First Modification of Consent Judgment is reasonable and just and being otherwise fully advised in the premises;

IT IS HEREBY ORDERED THAT:

1. The case caption in this case is hereby amended to reflect Holocaust Memorial Center, a Michigan non-profit corporation, as the sole remaining Plaintiff in this case, and J.R. Development Company and Ari-El Enterprises, Inc. are hereby dismissed as parties by reason of the absence of any remaining ownership interest in the property that is involved in this case.

2. Effective from and after the date of this First Modification of Consent Judgment, Exhibit C attached to the Consent Judgment is modified as follows:

a. Paragraph 6 of the Zoning Analysis is modified in its entirety to read as follows: "The rear yard setback of the main building as measured from the zoning line shall be 20 feet."

b. The first sentence, only, of Paragraph 7 of the Zoning Analysis is modified to read as follows: "Three spots shall be designated in the locations shown on the plans for the parking of busses with alternatives provided for busses to stage and additional reserve locations provided elsewhere in the parking lot for busses should the need arise." The remainder of Paragraph 7 is unchanged.

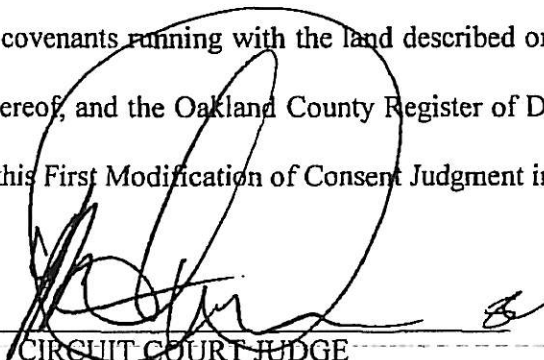
c. The site plan, landscaping plan and building elevations are modified by replacing them with the site plan, landscaping plan and building elevations attached hereto and made a part hereof, which shall form the conceptual site plan for the additions and modifications shown on

said plans and elevations. Further development of the property under such plans shall be subject to site plan review and approval by the City.

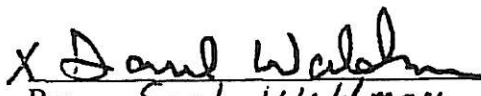
3. All references to the term "Consent Judgment" in Paragraphs 8 through 16 of the Consent Judgment are hereby modified to also reference this First Modification to Consent Judgment.

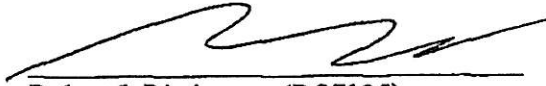
4. Except for the specific modifications set forth in this First Modification to Consent Judgment, the Consent Judgment remains applicable and binding upon the parties.

5. This First Modification of Consent Judgment shall be binding upon and inure to the benefit of the parties and their successors and assigns. It is declared to be in recordable form, and the covenants contained herein are declared to be covenants running with the land described on the attachments hereto and all portions or divisions thereof, and the Oakland County Register of Deeds be, and hereby is, ordered to record a true copy of this First Modification of Consent Judgment in the land records of Oakland County.

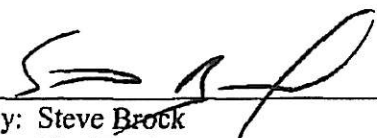

CIRCUIT COURT JUDGE

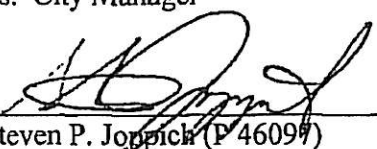
HOLOCAUST MEMORIAL CENTER

X 
By: Saul Waldman
Its: Treasurer


Robert L. Biederman (P 27135)
Attorney for Plaintiff
ROBERT L. BIEDERMAN, PLLC
One Northwestern Plaza
28411 Northwestern Highway, Suite 910
Southfield, MI 48034
(248) 354-0892

CITY OF FARMINGTON HILLS


By: Steve Brock
Its: City Manager


Steven P. Joppich (P 46097)
Attorney for Defendant
SECREST WARDLE
30903 Northwestern Highway
Farmington Hills, MI 48333-3040
(248) 851-9500

A TRUE COPY
RUTH JOHNSON

082978_1.DOC
3 Oakland County Clerk - Register of Deeds
By: 
Deputy

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2025 AUG -6 AM 8:52

097069 Liber 60425 Page 411 UCC #
8/6/2025 9:33:34 AM Receipt #000489113
\$25.00 Misc Recording
\$0.00 Remonumentation
\$5.00 Automation
\$0.0 Transfer Tax
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

HOLOCAUST MEMORIAL CENTER,

Case no. 99-013616-AA

Plaintiff,

Hon. MARTHA D ANDERSON

v.

CITY OF FARMINGTON HILLS,

Defendant.

SECOND MODIFICATION OF CONSENT JUDGMENT

At a session of said Court held in the Courthouse, City of Pontiac,
State of Michigan, on 7/24/2025

PRESENT: THE HONORABLE MARTHA D ANDERSON
Circuit Court Judge

A Consent Judgment having been entered in the above-referenced case on or about October 11, 2001 (the "Consent Judgment") and a First Modification of Consent Judgment having been entered on or about July 7, 2008 (the "First Modification"); and Plaintiff Holocaust Memorial Center (hereinafter "Plaintiff") having entered into discussions and negotiations with Defendant regarding a proposed addition to the Holocaust Memorial Center on the subject property and certain other resulting modifications to the plans and layout of the site; and the parties having agreed to the entry of this Second Modification of Consent Judgment relating to such modifications of the building, plans, and layout;

NOW, THEREFORE, this Second Modification of Consent Judgment being presented to the Court pursuant to the stipulation of the parties, and the Court having determined that this proposed Second Modification of Consent Judgment is reasonable and just and being otherwise fully advised in the premises;

Return to Counter Customer

4P
CA - AB

IT IS HEREBY ORDERED THAT:

1. Effective from and after the date of this Second Modification of Consent Judgment, Exhibit C attached to the Consent Judgment is modified as follows:

a. Paragraph 5 of the Zoning Analysis is modified in its entirety to read as follows: "A one-hundred thirty (130) foot long wall and a thirty (30) foot long wall in two (2) segments on either side of the Entry Drive not to exceed six (6) feet in height may be erected in the front setback as shown on the conceptual plan, subject to the corner clearance requirements of the City Code."

b. Paragraph 9 of the Zoning Analysis is modified in its entirety to read as follows: "A sloped entry text wall not exceeding forty-one (41) feet in length and twelve (12) feet in height, containing text related to the nature of the Holocaust Memorial Center shall be permitted provided the sign portion shall not exceed three-hundred (300) square feet and the wall remains as shown on the plan, sloped at an angle, to restrict its visibility from Orchard Lake Road."

c. The site plan, landscaping plan and building elevations attached as part of Exhibit C are modified by the plans, drawings, and elevations attached hereto and made a part hereof.

2. All references to the term "Consent Judgment" in the Consent Judgment and in the First Modification of Consent Judgment are hereby modified to also reference this Second Modification to Consent Judgment.

3. Except for the specific modifications set forth in this Second Modification to Consent Judgment, the Consent Judgment remains applicable and binding upon the parties.

4. This Second Modification of Consent Judgment shall be binding upon and inure to the benefit of the parties and their successors and assigns. It is declared to be in recordable form,

and the covenants contained herein are declared to be covenants running with the land described on the attachments hereto and all portions or divisions thereof, and the Oakland County Register of Deeds be, and hereby is, ordered to record a true copy of this Second Modification of Consent Judgment in the land records of Oakland County.



/s/ Martha Anderson
July 24, 2025

CIRCUIT COURT JUDGE
HON MARTHA D ANDERSON

Stipulated and agreed by:

HOLOCAUST MEMORIAL CENTER

By: Eli Mayerfeld

Its: CEO

CITY OF FARMINGTON HILLS

By: GARY Mekjian

Its: City Manager

Michael Vogt (PXXXXX)
Dickinson Wright PLLC
Attorneys for Plaintiff
2600 W. Big Beaver Rd., Ste. 300
Troy, MI 48084
(313) 223-3500

Steven P. Joppich (P 46097)
Rosati Schultz Joppich & Amtsbuechler, PC
Attorney for Defendant
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100

LEGAL DESCRIPTION OF PROPERTY

T1N, R9E, Sec 10, Park Hill, E 300 Ft Lot 61, E 120 Ft Lot 62 also E 300 Ft Lots 63 and 64.

Tax Identification No. 23-10-476-062

T1N, R9E, Sec 10, Park Hill, W 62 Ft of Lot 12 & Lot 13 Exc N 15 Ft of E 238 Ft, also all of
Lots 14 to 19, Incl.

Tax Identification No. 23-10-476-053

43059

C:\NrPortb\lmanage\SLEEKES\1099360_1.DOC

Original judgment Recorded in Liber 23929 pg 803

First modification of consent judgment Recorded in Liber 40460 pg 702

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

HOLOCAUST MEMORIAL CENTER

Case No 99-013616-AA

Plaintiff,

Hon. MARTHA D. ANDERSON

v.

CITY OF FARMINGTON HILLS

Defendant

THIRD MODIFICATION OF CONSENT JUDGMENT

At a session of said court held in the Courthouse, City of Pontiac,
State of Michigan, on _____, 2026

PRESENT: THE HONORABLE _____
Circuit Court Judge

A Consent Judgment having been entered in the above-referenced case on or about October 11, 2011 (the “Consent Judgment”) and a First Modification of Consent Judgment having been entered on or about July 7, 2008 (the “First Modification”) and a Second Modification of Consent Judgment having been entered into on or about July 24, 2025 (the “Second Modification”); and Plaintiff Holocaust Memorial Center (hereinafter “Plaintiff”) having entered into discussions and negotiations with the City of Farmington Hills (hereinafter “Defendant”) that the subject property

as legally described on Exhibit A attached hereto and made a part hereof (hereinafter the “Subject Property”) include and incorporate additional property recently acquired by Plaintiff adjacent to the Subject Property and that such additional property become part of this Consent Judgment; and certain other resulting modifications to this Consent Judgment; and the parties having agreed to the entry of this Third Modification of Consent Judgment relating to the foregoing.

NOW, THEREFORE, this Third Modification of Consent Judgment being presented to the Court pursuant to the stipulation of the parties, and the Court having determined that this proposed Third Modification of Consent Judgment is reasonable and just and being otherwise fully advised in the premises.

IT IS HEREBY ORDERED THAT:

1. Effective from and after the date of this Third Modification of Consent Judgment, the property legally described on Exhibit B attached hereto and made a part hereof (the “Acquired Property”) containing approximately 0.62 acres shall be incorporated into and become part of and bound by the terms of the Consent Judgment, and Paragraph 3 of the Consent Judgment is hereby amended in its entirety to read as follows: “The property which is the subject of this Consent Judgment consists of the Residential Parcel as described in *Exhibit “A,”* the Office Parcel as described in *Exhibit “B,”* and the Acquired Property as described in Exhibit B attached to the Third Modification of Consent Judgment.”
2. Effective from and after the date of this Third Modification of Consent Judgment, Paragraph 4 of the Consent Judgment is amended in its entirety to read as follows: “From and after the date of this Consent Judgment, the Residential Parcel shall remain zoned as RA-2 single family residential use (or its equivalent) as regulated by the Zoning

Ordinance of the City, and from and after the date of the Third Modification of Consent Judgment, the Acquired Property shall remain zoned as RA-2 single family residential use (or its equivalent) as regulated by the Zoning Ordinance of the City.”

3. Effective from and after the date of this Third Modification of Consent Judgment, the site plan and landscaping plan referenced in Paragraph 6 of the Consent Judgment, as amended by the First and Second Modifications of Consent Judgment, shall be deemed to include the Acquired Property as vacant open space and demolition of the existing structures on the Acquired Property must be completed within 180 days.
4. All references to the term “Consent Judgment” in the Consent Judgment and in the First Modification to Consent Judgment and in the Second Modification to Consent Judgment are hereby modified to also reference this Third Modification to Consent Judgment.
5. Except for the specific modifications set forth in this Third Modification to Consent Judgment, the Consent Judgment, as amended by the First and Second Modifications of Consent Judgment, remains applicable and binding upon the parties.
6. This Third Modification of Consent Judgment shall be binding upon and inure to the benefit of the parties and their successors and assigns. It is declared to be in recordable form, and the covenants contained herein are declared to be covenants running with the land described on the attachments hereto and all portions or divisions thereof, and the Oakland County Register of Deeds be, and hereby is, ordered to record a true copy of this Third Modification of Consent Judgment in the land records of Oakland County.

/s/ Martha Anderson

CIRCUIT COURT JUDGE
HON. MARTHA D. ANDERSON

Stipulated and agreed by:

HOLOCAUST MEMORIAL CENTER

By: Eli Mayerfield
Its: CEO

Jeffrey B. Schluskel (P58409)
Carson Fischer, PLC
Attorney for Plaintiff
4111 Andover Road, West-Second Floor
Bloomfield Hills, MI 48302
(248) 644-4840

CITY OF FARMINGTON HILLS

By: Karen Mondora
Its: Acting City Manager

Steven P. Joppich (P46097)
Rosati Schultz Joppich & Amtsbuechler, PC
Attorney for Defendant
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100

Exhibit A

Subject Property

Legal Description

T1N, R9E, Sec 10, Park Hill, E 300 Ft Lot 61, E 120 Ft Lot 62 also E 300Ft Lots 63 and 64.

Tax identification No. 23-10-476-062

T1N, R9E, Sec 10, Park Hill, W 62 Ft of Lot 12 & 13 Exc N 15 Ft of E 238 Ft, also all of Lots 14 to 19, Incl.

Tax Identification Number: 23-10-476-053

Exhibit B

Acquired Property

Legal Description

The East 300 feet of Lot 62, PARK HILL SUBDIVISION, according to the plat thereof as recorded in Liber 43 of Plats, Page 59

Containing approximately 0.62 acres

Tax Identification Number 23-10-476-056

Original Consent Judgment recorded in Liber 23929, Page 803

First Modification of Consent Judgment recorded in Liber 40460, Page 702

Second Modification of Consent Judgment recorded in Liber 60425, Page 411

Legal Description - Existing Parcels

Situated in the City of Farmington Hills, County of Oakland, State of Michigan

Lot 12, except the East 238 feet; Lot 13, except the East 238 feet of the North 15 feet; also Lots 14, 15, 16, 17, 18 and 19; the East 300.00 feet of Lot 61; Lot 62, except the East 120 feet thereof; the East 120.00 feet of Lot 62; the East 300.00 feet of Lot 63; and the East 300 feet of Lot 64, PARK HILL SUBDIVISION, according to the plat thereof as recorded in Liber 43 of Plats, Page 55.

Tax ID:
23-10-476-053
(28123 Orchard Lake Rd., Farmington Hills, MI 48334)

23-10-476-056
(28092 Parkhill Blvd., Farmington Hills, MI 48334)

23-10-476-062
(No Address)

Basis of Bearing Note

All bearings are in relation to the previously established West Right-of-Way line of Orchard Lake Road (130' wide) of Park Hill Subdivision as recorded in Liber 43 of Plats, Page 59, Oakland County Records. (S.00°05'00"W.)

Access Note

The subject land has direct vehicle access to Orchard Lake Road, being publicly dedicated.

Cemetery Note

There was no observable evidence of cemeteries or burial grounds within the subject property.

Flood Hazard Note

The property described on this survey does not lie within a special flood hazard area as defined by the Federal Emergency Management Agency, the property lies within Zone X of the Flood Insurance Rate Map identified as map no. 26125C0513F bearing an effective date of 09/29/2006.

Site Data

Gross Land Area:
-053: 212,629 square feet or 4.881 acres
-056: 47,585 square feet or 1.092 acres
-062: 153,000 square feet or 3.512 acres

Total Striped Parking:
-053: 220 striped spaces including 8 barrier-free (handicap) spaces
-056: 0 striped spaces
-062: 0 striped spaces

Zoned:
-053: OS-2, Planned Office Service District
-056: RA-2, One Family Residential District
-062: RA-2, One Family Residential District

The above zoning and zoning requirements were obtained from the City of Farmington Hills online Zoning Map and Zoning Ordinance.

NOTE: The setbacks & height restrictions noted above are for reference purposes only and should not be used for design or construction and should not be used to determine compliance. A surveyor cannot make a certification on the basis of an interpretation or opinion of another party. A zoning endorsement letter should be obtained from the City of Farmington Hills to insure conformity as well as make a final determination of the required building setback & height requirements.

Utility Note

All utilities are underground unless otherwise noted.

The utilities shown on this survey were determined by field observation. All locations are approximate. The location of any other underground services which may exist can only be depicted if a Utility Plan is furnished to the surveyor.

NOTE: DTE has new regulations that may impact development outside their easement or the public right of way. Client shall contact DTE to determine the "New Structures and Power Line" requirements as they may apply to any future building or renovation of a structure. DTE energy can be contacted at 800-477-4747.

Table A Notes

2. Street Address is 28123 Orchard Lake Road (-053) and 28092 Park Hill Boulevard (-056).

6(b). The surveyor is not able to interpret the zoning report to graphically plot the building setback requirements.

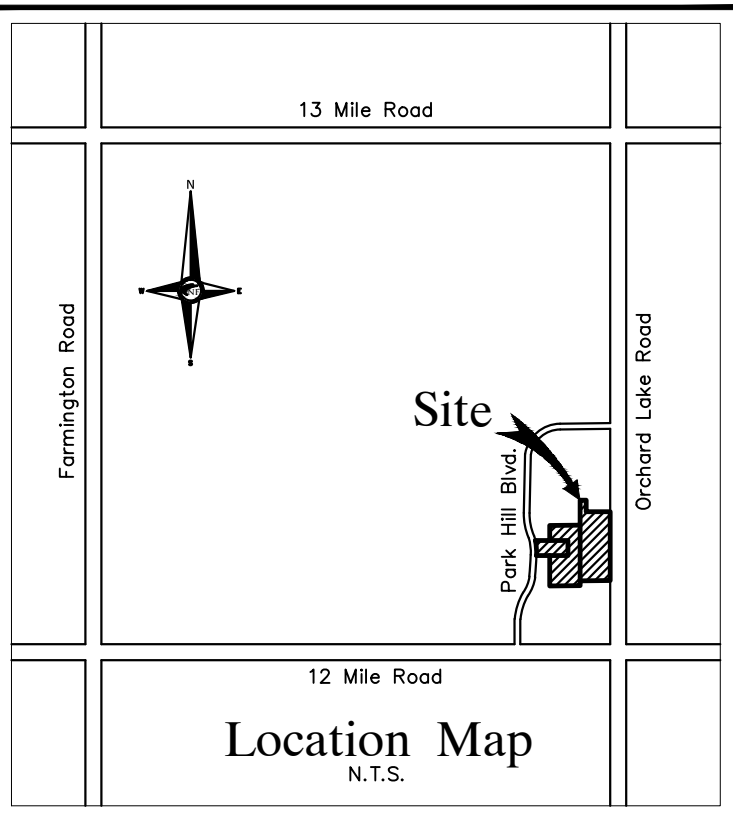
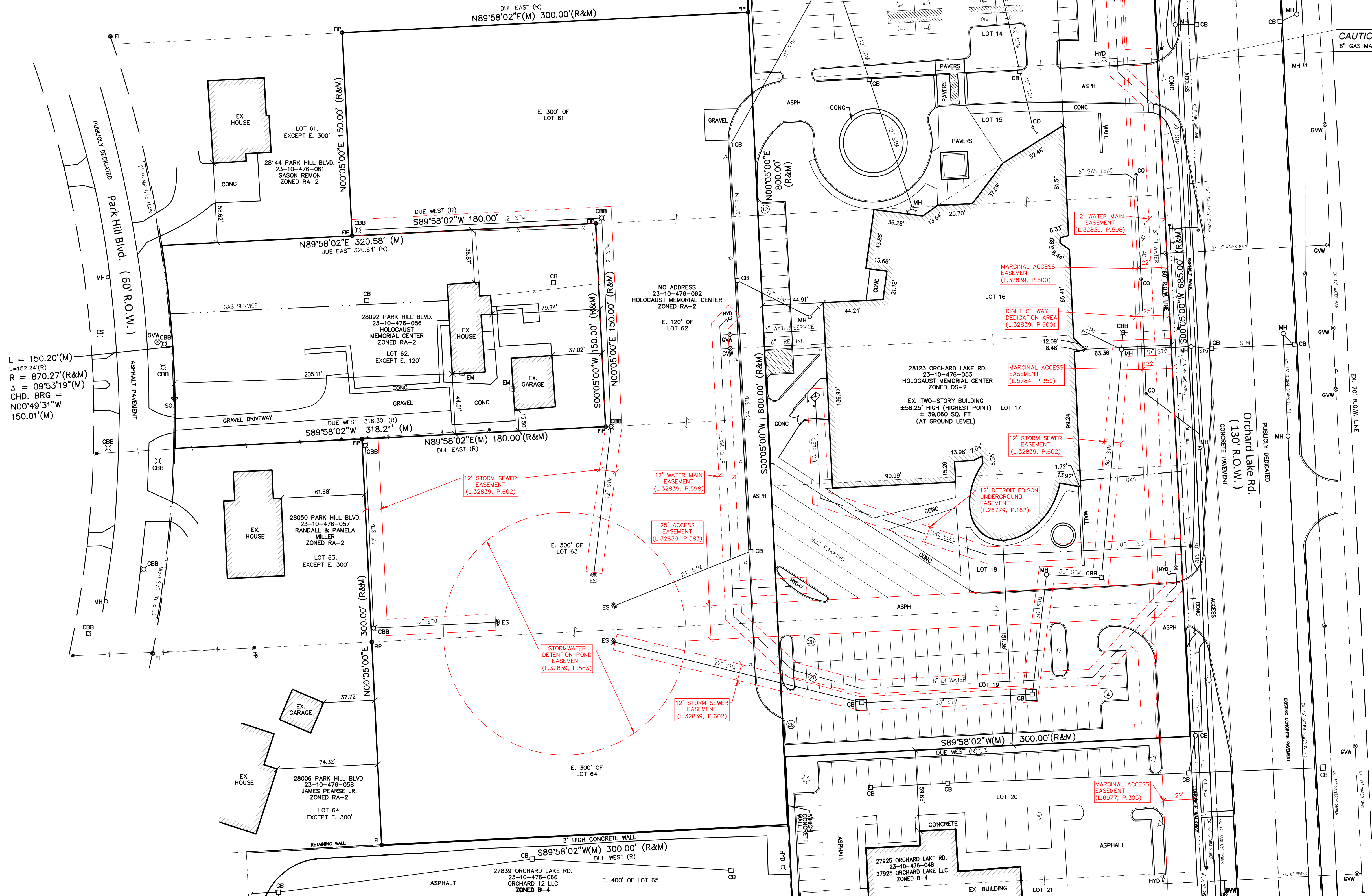
11(a). Evidence of underground utilities existing on or serving the surveyed property as determined by plans and/or reports provided by the client.

14. The Southeast corner of the Subject Land (Parcel -053) is 650' North from the Northwest intersection of the West line of Orchard Lake Road & the North line of W. 12 Mile Road.

16. There was no observable evidence of current earth moving work, building construction or building additions observed in the process of conducting the fieldwork.

17. There are no known proposed changes in street right-of-way lines available from the controlling jurisdiction. There was no observable evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

18. Improvements within offsite easements or servitudes as provided by the Title Company are shown within 25 feet of the subject land only.



Title Notes

2. Rights or claims of parties in possession not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.

4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.

6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.

8. Easements as disclosed by the subdivision plat.

9. Covenants, conditions, restrictions, or limitations, if any, appearing in the Public Records.

10. Terms, covenants and conditions of Marginal Access Easement as disclosed by instrument recorded in Liber 5784 Page 359 [EASEMENT IS WITHIN THE SURVEYED LAND AND ITS LOCATION IS SHOWN]. Amended and Restated in Liber 7800 Page 485 [EASEMENT IS WITHIN THE SURVEYED LAND AND ITS LOCATION IS SHOWN]. Liber 7800 Page 487 [EASEMENT IS WITHIN THE SURVEYED LAND AND ITS LOCATION IS SHOWN] and Liber 7800 Page 489 [AREA IS WITHIN THE SURVEYED LAND AND ITS APPROXIMATE LOCATION IS SHOWN].

11. Terms, covenants and conditions of Marginal Access Easement as disclosed by instrument recorded in Liber 6977 Page 305, [EASEMENT IS WITHIN THE SURVEYED LAND AND ITS LOCATION IS SHOWN].

12. Terms, covenants and conditions of Marginal Access Easement as disclosed by instrument recorded in Liber 7828 Page 130. [EASEMENT IS NOT WITHIN THE SURVEYED LAND AND ITS LOCATION IS NOT SHOWN]

13. Terms, covenants and conditions of Consent Judgment in Oakland County Circuit Court case no. 99-013616-AA between J.R. Development Company and Ari-El Enterprises, Inc., and The Holocaust Memorial Center, Plaintiffs and The City of Farmington Hills, Defendant, as disclosed by instrument recorded in Liber 23929 Page 803. [DOCUMENT DOES NOT DESCRIBE ANY PLOTTABLE EASEMENTS OR PLOTTABLE RESTRICTIONS; THE SURVEYED LAND IS WITHIN THE PROPERTY DESCRIBED IN SAID DOCUMENT]

First Modification of Consent Judgment recorded in Liber 40460 Page 702. [DOCUMENT DOES NOT DESCRIBE ANY PLOTTABLE EASEMENTS OR PLOTTABLE RESTRICTIONS; THE SURVEYED LAND IS WITHIN THE PROPERTY DESCRIBED IN SAID DOCUMENT]

Second Modification of Consent Judgment recorded in Liber 60425 Page 411. [DOCUMENT DOES NOT DESCRIBE ANY PLOTTABLE EASEMENTS OR PLOTTABLE RESTRICTIONS; THE SURVEYED LAND IS WITHIN THE PROPERTY DESCRIBED IN SAID DOCUMENT]

14. Easement granted to The Detroit Edison Company as disclosed by instrument recorded in Liber 26779 Page 162. [EASEMENT IS WITHIN THE SURVEYED LAND AND ITS LOCATION IS SHOWN]

15. Easement granted to Ari-El Enterprises as disclosed by instrument recorded in Liber 30391 Page 828. [EASEMENT IS WITHIN THE SURVEYED LAND AND ITS LOCATION IS SHOWN]

16. Terms, covenants and conditions of Agreement for Storm Water Retention & Discharge Restriction System as disclosed by instrument recorded in Liber 32839 Page 583. [EASEMENT IS WITHIN THE SURVEYED LAND AND ITS LOCATION IS SHOWN]

17. Easement granted to the City of Farmington Hills as disclosed by instrument recorded in Liber 32839 Page 598. [EASEMENT IS WITHIN THE SURVEYED LAND AND ITS LOCATION IS SHOWN]

18. Easement granted to the City of Farmington Hills as disclosed by instrument recorded in Liber 32839 Page 600. [EASEMENT IS WITHIN THE SURVEYED LAND AND ITS LOCATION IS SHOWN]

19. Easement granted to the City of Farmington Hills as disclosed by instrument recorded in Liber 32839 Page 602. [EASEMENT IS WITHIN THE SURVEYED LAND AND ITS LOCATION IS SHOWN]

20. Marginal Access Easement deed to the City of Farmington Hills as disclosed by Quit Claim Deed recorded in Liber 32839 Page 635. [RIGHT OF WAY DEDICATION AREA IS WITHIN THE SURVEYED LAND AND ITS LOCATION IS SHOWN]

ALL EXCEPTIONS SHOWN OR NOTED ON THIS SURVEY WERE OBTAINED FROM TITLE COMMITMENT NO. BH-285719, REVISION NO. 3, WITH A COMMITMENT DATE OF MARCH 12, 2026, ISSUED BY BEST HOMES TITLE AGENCY, LLC.

LEGEND

MANHOLE(MH)	EXISTING SANITARY SEWER (SAN)
CO	EXISTING SAN. CLEAN OUT
HYDRANT(HYD)	EXISTING WATER MAIN (WM)
GATE VALVE(GVW)	EXISTING STORM SEWER (STM)
MANHOLE(MH)	CATCH BASIN(CB)
CBB	EX. BEEHIVE CATCH BASIN
UTILITY POLE	EX. UNDERGROUND (UG.) CABLE
GUY WIRE	OVERHEAD (OH.) LINES
LP	SIGN
EXISTING GAS MAIN	ASPHALT
CONC.	CONCRETE
FD. / FND.	FOUND
RET. WALL	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
SPK	SET PK NAIL
(TYP)	TYPICAL
(R)	RECORD
(M)	MEASURED
C/L	CENTERLINE
P/L	PROPERTY LINE
GM	GAS METER
EM	ELECTRIC METER
LS	LANDSCAPE
DS	DOWNSPOUT
GP	GUARD POST

NF
ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (844) 416-3364
WWW.NFE-ENGR.COM

SEAL



PROJECT

Holocaust Memorial Center
/ Single Family Residential -
28123 Orchard Lake Rd. /
28092 Park Hill Blvd.
Farmington Hills, MI 48334

CLIENT

Holocaust Memorial Center
28123 Orchard Lake Rd.
Farmington Hills, MI 48334

Contact: Eli Mayerfeld, CEO
Phone: 248.553.2400
Email:
Eli.Mayerfeld@holocaustcenter.com

PROJECT LOCATION

Part of the SE 1/4
of Section 10
T. 1 N., R. 9 E.,
City of Farmington Hills,
Oakland County, Michigan

SHEET

Parcel Split/Combination -
Existing Parcels



DATE ISSUED/REVISED
06-01-26 SURVEY ISSUED

DRAWN BY:

M. Carnaghi

DESIGNED BY:

APPROVED BY:

K. Navaroli

DATE:

June 1, 2026

SCALE: 1" = 40'

40 20 0 20 40 60

NFE JOB NO.

C116-02

SHEET NO.

1 of 2

Legal Description - Proposed Parcel 1

Situated in the City of Farmington Hills, County of Oakland, State of Michigan

Lot 12, except the East 238 feet; Lot 13, except the East 238 feet of the North 15 feet; also Lots 14, 15, 16, 17, 18 and 19; the East 300.00 feet of Lots 61, 62, 63 and 64, PARK HILL SUBDIVISION, according to the plat thereof as recorded in Liber 43 of Plats, Page 59.

Containing: 392,629 square feet or 9.013 acres

Legal Description - Proposed Parcel 2

Situated in the City of Farmington Hills, County of Oakland, State of Michigan

Lot 62, except the East 300 feet thereof, PARK HILL SUBDIVISION, according to the plat thereof as recorded in Liber 43 of Plats, Page 59.

Containing: 20,585 square feet or 0.472 acres

Basis of Bearing Note

All bearings are in relation to the previously established West Right-of-Way line of Orchard Lake Road (130' wide) of Park Hill Subdivision as recorded in Liber 43 of Plats, Page 59, Oakland County Records. (S.00°35'00"W.)

Access Note

The subject land has direct vehicle access to Orchard Lake Road, being publicly dedicated.

Cemetery Note

There was no observable evidence of cemeteries or burial grounds within the subject property.

Flood Hazard Note

The property described on this survey does not lie within a special flood hazard area as defined by the Federal Emergency Management Agency; the property lies within Zone X of the Flood Insurance Rate Map identified as map no. 26125C0313F bearing an effective date of 09/29/2006.

Site Data

Gross Land Area:
Parcel 1: 392,629 square feet or 9.013 acres
Parcel 2: 20,585 square feet or 0.472 acres

Total Striped Parking:
Parcel 1: 220 striped spaces including 8 barrier-free (handicap) spaces
Parcel 2: 0 striped spaces

Zoned:
Parcel 1: OS-2, Planned Office Service District and RA-2, One Family Residential District
Parcel 2: RA-2, One Family Residential District

The above zoning and zoning requirements were obtained from the City of Farmington Hills online Zoning Map and Zoning Ordinance.

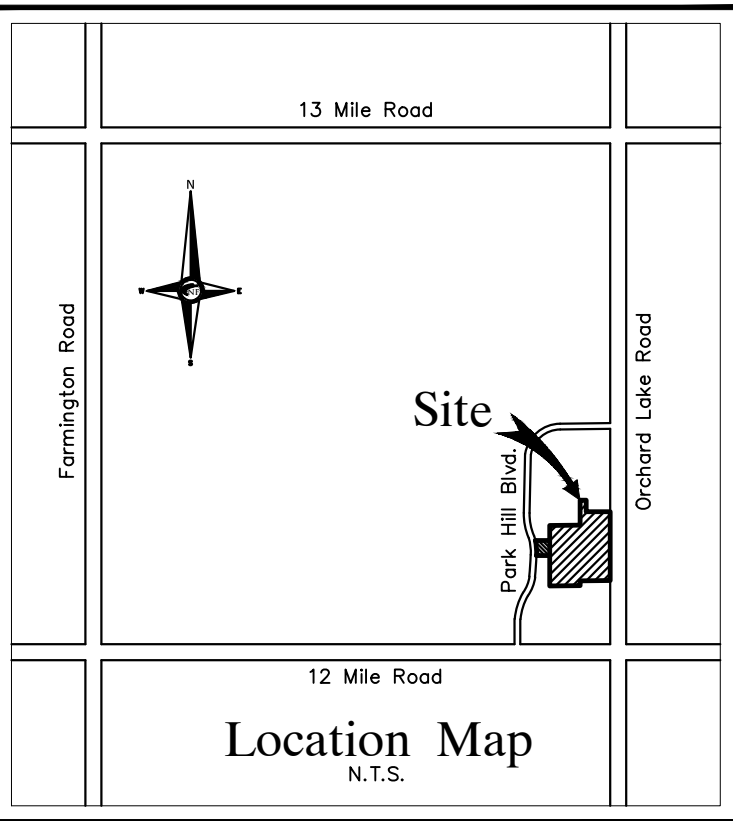
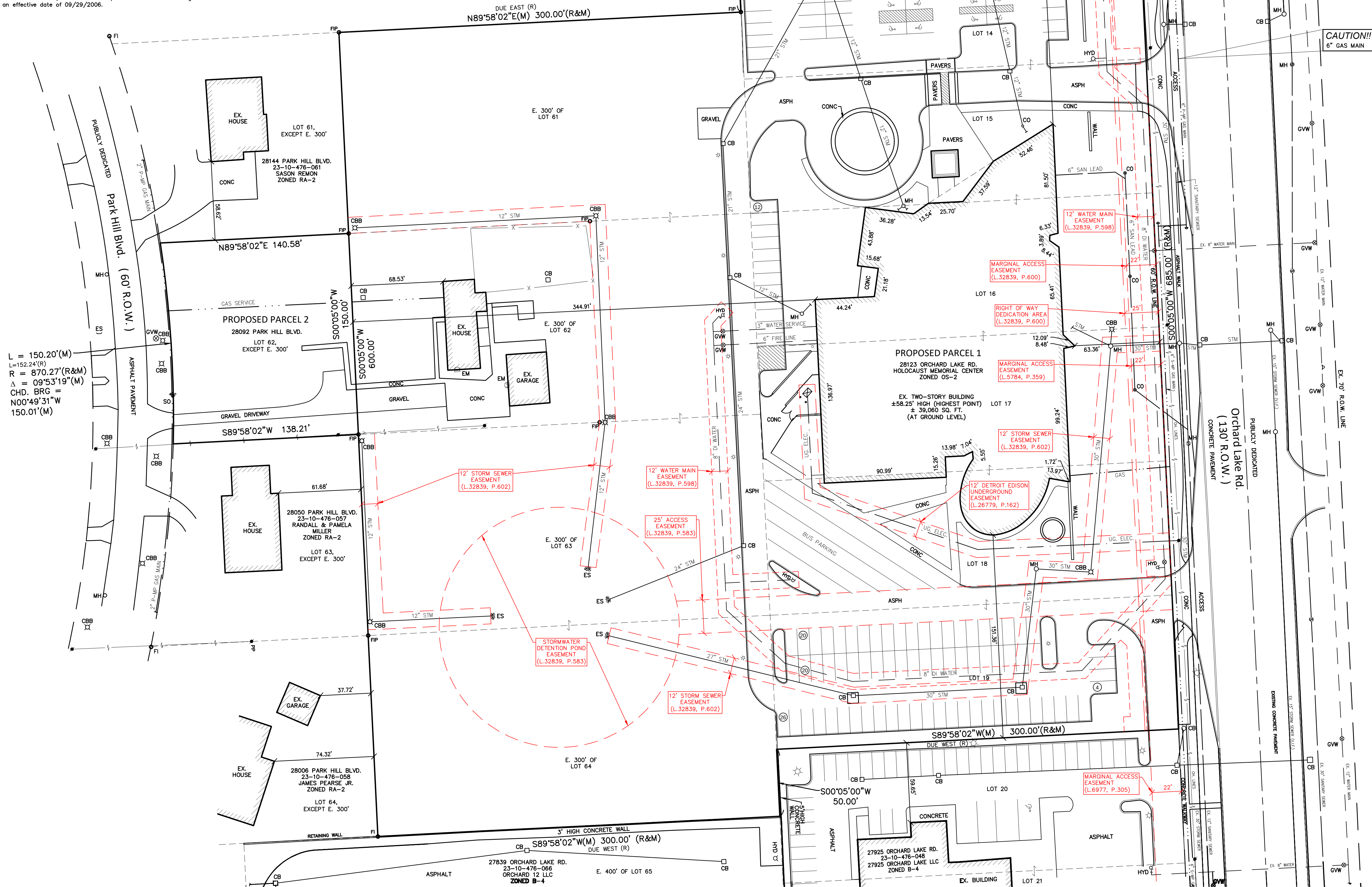
NOTE: The setbacks & height restrictions noted above are for reference purposes only and should not be used for design or construction and should not be used to determine compliance. A surveyor cannot make a certification on the basis of an interpretation or opinion of another party. A zoning endorsement letter should be obtained from the City of Farmington Hills to insure conformity as well as make a final determination of the required building setback & height requirements.

Utility Note

All utilities are underground unless otherwise noted.

The utilities shown on this survey were determined by field observation. All locations are approximate. The location of any other underground services which may exist can only be depicted if a Utility Plan is furnished to the surveyor.

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First Modification of Consent Judgment recorded in Liber 40460 Page 702. [DOCUMENT DOES NOT DESCRIBE ANY PLOTTABLE EASEMENTS OR PLOTTABLE RESTRICTIONS; THE SURVEYED LAND IS WITHIN THE PROPERTY DESCRIBED IN SAID DOCUMENT]

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ALL EXCEPTIONS SHOWN OR NOTED ON THIS SURVEY WERE OBTAINED FROM TITLE COMMITMENT NO. BH-267519, REVISION NO. 3, WITH A COMMITMENT DATE OF MARCH 12, 2026, ISSUED BY BEST HOMES TITLE AGENCY, LLC.

LEGEND

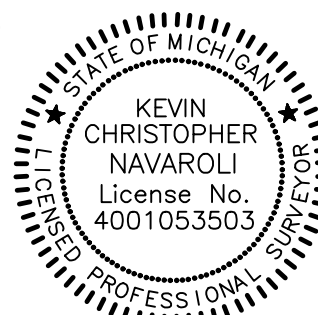
MANHOLE(MH)	EXISTING SANITARY SEWER (SAN)
CO	EXISTING SAN. CLEAN OUT
HYDRANT(HYD)	GATE VALVE(GVW)
EXISTING WATER MAIN (WM)	CATCH BASIN(CB)
MANHOLE(MH)	EXISTING STORM SEWER (STM)
CBB	EX. BEEHIVE CATCH BASIN
UTILITY POLE	EX. UNDERGROUND (UG.) CABLE
GUY WIRE	OVERHEAD (OH.) LINES
LP	LIGHT POLE
SIGN	EXISTING GAS MAIN
ASPH.	ASPHALT
CONC.	CONCRETE
FD. / FND.	FOUND
RET. WALL	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
SPK	SET PK NAIL
(TYP)	TYPICAL
(R)	RECORD
(M)	MEASURED
C/L	CENTERLINE
P/L	PROPERTY LINE
GM	GAS METER
EM	ELECTRIC METER
LS	LANDSCAPE
DS	DOWNSPOUT
GP	GUARD POST



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (844) 416-3364
WWW.NFE-ENGR.COM

SEAL



PROJECT
Holocaust Memorial Center
/ Single Family Residential -
28123 Orchard Lake Rd. /
28092 Park Hill Blvd.
Farmington Hills, MI 48334

CLIENT

Holocaust Memorial Center
28123 Orchard Lake Rd.
Farmington Hills, MI 48334

Contact: Eli Mayerfeld, CEO
Phone: 248.553.2400
Email:
Eli.Mayerfeld@holocaustcenter.com

PROJECT LOCATION

Part of the SE 1/4
of Section 10
T. 1 N., R. 9 E.,
City of Farmington Hills,
Oakland County, Michigan

SHEET

Parcel Split/Combination -
Proposed Parcels



Know what's below
Call before you dig.

DATE ISSUED/REVISED

06-01-26 SURVEY ISSUED

DRAWN BY:

M. Carnaghi

DESIGNED BY:

APPROVED BY:

K. Navaroli

DATE:

June 1, 2026

SCALE: 1" = 40'

40 20 0 20 40 60

NFE JOB NO.

C116-02

SHEET NO.

2 of 2



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 09/14/2026

DEPT: Central Services

RE: Amendment - Bid Waivers and Awards for Fiscal Year 26/27

ADMINISTRATIVE SUMMARY

- On June 8, 2026, City Council approved a list of vendors for which competitive bidding requirements are waived, titled **"Bid Waivers and Awards for Fiscal Year 26/27."**
- Since approval of the annual vendor list, departments, in consultation with Purchasing, have identified additional operational needs, as well as vendors that were inadvertently omitted from the original list. To address these needs and ensure the list accurately reflects current departmental requirements, staff is requesting approval to amend the **Bid Waivers and Awards for Fiscal Year 26/27** to include the additional vendors and operational needs identified by City departments.
 - Operational needs
 - Central Life Sciences - Mosquito Control
 - Emergency Vehicles Plus (EV Plus/Horton) - Parts for Fire & EMS Vehicles
 - Fox Buick - Warranty and Repair Work
 - Hines Park Ford - Warranty & Repair Work
 - Serra Ford - Warranty and Repair Work
 - Suburban Chrysler - Warranty and repair work
 - Increase of Annual Estimate
 - Cintas - Uniform Rental and Parks Restroom Cleaning Services -
 - Harrell's & HD Supply - Fertilizer & Grounds Maintenance supplies -
 - Kiesler Police/Michigan Police Equipment/Vance Outdoors -
Ammunition/Training
 - Inadvertently omitted or corrective actions:
 - Tapco, Inc. - Sign Shop Supplies - Inadvertently omitted
 - Samsara (Carahsoft Technologies) - AVL Access Fees - Name Change from Telus
- The following vendors, WW Williams, John R. Springs, & Hines Park Ford, have been identified for fire apparatus and specialized equipment repairs. The vendors were selected based on their ability to prioritize fire apparatus repairs, ensuring timely service and minimizing apparatus downtime. In addition, the vendors have proven past performance, availability of parts, and specialized expertise. They have been added to the bid waiver list.
- The additional items are denoted in bold font with an asterisk (*) in the attached table below.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

- Funding for all transactions listed on the attached are budgeted in fiscal year 2026/27 departmental accounts or through approved grant and/or capital funding.

RECOMMENDATION

- In view of the above, it is recommended that City Council approve the amendment to the fiscal year 2026/2027 Bid Waiver List by adding the vendors identified to ensure the City can efficiently procure specialized goods and services necessary to support municipal operations.

#

Prepared by: Nikki Lumpkin & Art Walker, Senior Buyers, Central Services

Reviewed by: Michelle Aranowski, Director of Central Services

Approved by: Karen Mondora, Acting City Manager



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

VENDOR	COMMODITY	DEPT.	JUSTIFICATION	LAST BID CONTRACT	EST. ANNUAL AMOUNT
3M Company	Sign Shop Supplies	DPW	State of Michigan Contract	Current	\$25,000
Accruent Systems	Facility Maintenance Software	All	O.E.M. vendor/ Bid OMNIA Partners	Current	\$50,000
Adobe Authorized Resellers	PDF Imaging & forms licensing	All	OMNIA Partners, State of MI/REMC/NASPO contracts (or less)	Current	\$25,000
Amazon	Miscellaneous Supplies & Equipment	All	OMNIA Partners	Current	\$300,000
Autodesk Authorized resellers	AutoCAD & Fusion 360 Computer Aided Design licensing	DPS & Special Services	OMNIA Partners, State of MI/REMC/NASPO (or less) Cooperative contracts	Current	\$16,000
AVI-SPL, LLC	AV upgrades, maintenance, repairs & renovations	All	OMNIA Partners	Current	\$150,000
BS&A	Equalizer, Tax, Permits, Cash receipting software maintenance/updates	DPCD, Finance	Sole Source O.E.M. vendor/ Original bid	N/A	\$45,000
CDW Government	Software licenses, Computer Equipment, printers and peripherals	All	Sourcewell (Cooperative)	Current	\$50,000
*Central Life Sciences	Mosquito Control	Parks	Sole Source O.E.M.	Current	\$20,000
*Cintas	Uniform Rental and Restroom Cleaning Services	DPW/SS	OMNIA Partners	Current	\$40,000
Cummins Sales & Services	Miscellaneous service, repairs and parts	DPW	O.E.M. vendor	N/A	\$50,000
Dell & Hewlett Packard authorized resellers	Software licenses, Computer Equipment, printers, peripherals & consulting	All	OMNIA Partners, State of MI/REMC/NASPO (or less) Cooperative contracts	Current	\$125,000



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

VENDOR	COMMODITY	DEPT.	JUSTIFICATION	LAST BID CONTRACT	EST. ANNUAL AMOUNT
DSS Corporation	Equature 911 Dispatch, recording software and Support	Police	O.E.M. vendor	Current	\$11,000
ESRI	GIS licensing/ maintenance and support	All	State of MI contract	Current	\$18,000
Faster Asset Solutions	CCG Faster Fleet Maintenance Software	DPW	O.E.M. vendor	Current	\$12,000
*Fox Buick	Warranty and Repair Work Emergency Vehicles	DPW & Fire	O.E.M vendor	N/A	\$25,000
Global Solutions	Laserfiche & Related Software Document Management systems.	All	O.E.M. vendor	Current Expires 2028	\$60,000
Grainger	Mechanical, Industrial and Janitorial Supplies	All	State of MI contract	Current	\$100,000
*Harrell's & HD Supply	Fertilizer & Grounds Maintenance supplies	Parks & Golf	OMNIA Partners Contract(Cooperative)	Current	*\$110,000
Hart Intercivic	Election supplies & equipment	City Clerk	State & County Bid Contract	Contract	\$80,000
*Hines Park Ford	Warranty and Repair Work	DPW	O.E.M. vendor	N/A	\$25,000
Home Depot	Maintenance & Hardware Supplies	All	OMNIA Partners National Contract	Current	\$40,000
*Horton EV PLUS-Distributor	Parts for Fire & EMS vehicles (Rosenbauer)	Fire	Sourcewell	Current	\$40,000
*Kiesler Police Supply/Michigan Police Equipment & Vance Outdoors	Training & Duty Ammunition	Police	State of Michigan Contracts	Current	*\$80,000
Kone Elevators	Elevator Maintenance & Repair	All	OMNIA Partners Contract	Current	\$25,000
LiquidSprings, LLC	Parts for Fire & EMS vehicles	DPW	O.E.M. vendor	N/A	\$15,000
MacQueen Emergency Equipment	Parts for Fire & EMS vehicles	DPW	O.E.M. vendor	N/A	\$20,000



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

VENDOR	COMMODITY	DEPT.	JUSTIFICATION	LAST BID CONTRACT	EST. ANNUAL AMOUNT
Microsoft authorized resellers	Microsoft Software Licensing/ Maintenance & Support	All	OMNIA Partners, State of MI/REMC/NASPO contracts (or less)	Current	\$250,000
Motorola Solutions	In-Car Camera System	Police	Clemis/Oakland County	Current	\$100,000
Munters Corporation	Ice Arena Dehumidifier Inspection & Testing	Special Services	O.E.M. vendor	N/A	\$13,000
National Restoration	Tuckpointing, Concrete Restoration and Repair	All	Oakland County G2G Bid Contract	Current	\$100,000
NeoGov (Governmentjobs.com)	Human Resources Information Systems (HRIS)	HR	Sole Source O.E.M. vendor/ Original bid	Current	\$100,000
Oakland County	CLEMIS radio, electronic, radar, IT services & Police equipment installs	Police & Fire	CLEMIS system services including installations	Current Agreement	\$100,000
People Driven Technology	Virtual Desktop Infrastructure Equipment, Security Software Maintenance & Support	All	Oakland County G2G Bid Contract	Current	\$200,000
Printing Systems & Election Source	Election Supplies & Ballots	City Clerk	O.E.M. vendor	N/A	\$60,000
Rosenbauer South Dakota LLC	Parts for Fire & EMS vehicles	DPW	O.E.M. vendor	N/A	\$30,000
*Serra Ford	Warranty and Repair Work Emergency Vehicles	DPW/Fire	O.E.M Vendor	N/A	\$25,000
*Suburban Chrysler	Warranty and Repair Work Emergency Vehicles	DPW/Fire	O.E.M Vendor	N/A	\$25,000
Stryker Emergency Care	Medical Equipment	Fire	Savvik Buying Group Contract	Current	\$100,000
*TAPCO, Inc.	Sign Shop Supplies	DPW	OMNIA Partners Contract	Current	\$20,000
TelNet Group	Phone equipment, software licensing maintenance & support	IT	O.E.M. vendor	N/A	\$50,000



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

VENDOR	COMMODITY	DEPT.	JUSTIFICATION	LAST BID CONTRACT	EST. ANNUAL AMOUNT
*Samsara (Carahsoft Technologies)	AVL Access Fees	DPW	Sole Source O.E.M. vendor/ Original bid	N/A	\$15,000
Third Coast Tech, LLC	Audio Visual Services	Citywide	G2G Marketplace	Current	\$100,000
Tire Hub	Tires	DPW	State Bid Contract	Current	\$60,000
Tyler Technologies	MobilEyes Fire Inspection Software Support	Fire	O.E.M. vendor	Current	\$15,000
VFA, Inc. a Gordian Company	Facilities Capital & Job Costing Software	All	O.E.M. vendor/ Bid OMNIA Partners	Current	\$20,000
VMware authorized resellers	Network Virtualization software maintenance/updates & consulting	IT	G2G, OMNIA Partners, State of MI/REMC/NASPO contracts (or less)	Current	\$65,000
*WW Williams, John R. Springs, & Hines Park Ford	Fire Apparatus and Specialty Equipment Repair	Fire	Emergency, Expertise, Reliability, Past Performance	N/A	\$30,000
Zoho Corporation	Endpoint Security, Service Desk, Password Management & Ticketing applications	IT	O.E.M vendor -Sole Source	Current	\$25,000

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

RESOLUTION EXERCISING OPTION TO PURCHASE PROPERTY

RESOLUTION NO. R-____-26

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held on _____, 2026, at 7:30 p.m., Eastern Daylight Savings Time, with those present and absent being,

PRESENT: _____

ABSENT: _____

the following preamble and resolution were offered by Councilperson _____ and supported by Councilperson _____:

WHEREAS, the City of Farmington Hills (the “City”) and Farmington Hills Senior Living, LLC (“Farmington Hills Senior Living”) entered into an “Option Agreement for Purchase of Real Property,” dated December 3, 2021 (the “Option Agreement”); and

WHEREAS, the Option Agreement grants City the right to purchase a 3.91-acre parcel of vacant land adjoining the City’s current Costick Center property to the west for a period of five (5) years, in exchange for the payment of \$360,000 to Farmington Hills Senior Living; and

WHEREAS, City desires to exercise the option granted to it at this time.

NOW THEREFORE BE IT RESOLVED that the City of Farmington Hills City Council hereby authorizes and directs the Acting City Manager to provide the written notice required under the Option Agreement to exercise City’s right to acquire the Property from Farmington Hills Senior Living pursuant to the terms of the Option Agreement, and authorizes the Acting City Manager and City Attorney to proceed with taking all actions and signing all documents necessary, on behalf of the City of Farmington Hills to exercise the City’s option and acquire and complete the closing and acquisition of said Property, including without limitation payment of the \$360,000 purchase price and any costs and expenses related thereto.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and acting City Clerk of the City of Farmington Hills, County of Oakland, State of 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 Hills at a regular meeting held on the ____ day of _____, 2026, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of _____, 2026.

CARLY LINDAHL, City Clerk
City of Farmington Hills

CITY OF FARMINGTON HILLS
OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS OPTION AGREEMENT ("**Agreement**"), made and entered into this 3rd day of December, 2021 (the "**Effective Date**"), by and between **FARMINGTON HILLS SENIOR LIVING, L.L.C.**, a Michigan Limited Liability Company, whose address is 38525 Woodward Avenue, P.O. Box 2011, Bloomfield Hills, Michigan 48303 (the "Seller") and the **CITY OF FARMINGTON HILLS**, a Michigan municipal corporation, whose address is 31555 W. Eleven Mile Road, Farmington Hills, MI 48336 (the "Purchaser").

W I T N E S S E T H

WHEREAS, Seller owns the Real Property described in the attached **Exhibit A** (the "Property") and the Real Property described in the attached **Exhibit B** (the "Rose Parcel").

WHEREAS, Purchaser desires to procure an option to purchase the Property on the terms and conditions set forth in this Agreement.

WHEREAS, Purchaser intends to seek proposals by a third-party Developer ("Developer") for the sale and development of the Property along with approximately 11.5 +/- acres of adjacent land owned by the Purchaser ("Adjacent Parcel").

WHEREAS, Seller acknowledges that residential development activity on the Property and the Adjacent Parcel may enhance its development on the Rose Parcel.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. GRANT OF OPTION. For and in consideration of Ten Dollars (\$10.00) paid by Purchaser to Seller ("Option Fee"), receipt of which Seller acknowledges, and for and in consideration of the Reciprocal Easement and Maintenance Agreement for the Rose Parcel, entered into between the parties of even date herewith, Seller grants to Purchaser the exclusive right and option ("Option") to purchase the Property upon the terms and conditions set forth herein. The Option and Purchaser's rights under this Agreement shall automatically expire and be of no further force or effect on the 5th (fifth) anniversary of the effective date of this Agreement ("Option Term").
2. PAYMENT OF OPTION FEE. Purchaser agrees to pay the Option Fee upon the Effective Date.

3. EXERCISE OF OPTION. Purchaser may exercise its exclusive right to purchase the Property pursuant to the Option, at any time during the Option Term, by giving written notice thereof to Seller at the address stated above. The notice must be sent by certified mail and received by Seller before the Option Term expires.
4. FAILURE TO EXERCISE THE OPTION. In the event the Purchaser does not exercise its Option to purchase the Property during the Option Term, Seller shall be entitled to retain the Option Fee, and this Agreement shall terminate and become null and void and neither party hereto shall have any further or other liability, obligation or duty herein under or pursuant to this Agreement.
5. CONTRACT FOR PURCHASE & SALE OF REAL PROPERTY. In the event that the Purchaser exercises its Option as provided for herein, Seller agrees to sell and Purchaser agrees to buy the Property for and upon the following terms and conditions:

- a. Purchase Price. The purchase price for the Property (the "**Purchase Price**") shall be the Appraised Value (as defined herein. The "Appraised Value" of the Property shall be equal to the value of the Property as set forth in the 2020 appraisal obtained by Seller and attached hereto as **Exhibit C** (the "**2020 Appraisal**") which reflects an appraised value of \$360,000 (without the existing structure); provided, however, if the Purchaser obtains an appraisal (without the existing structure) prior to exercising the Option, at its sole cost and expense (the "**City Appraisal**"), then the "Appraised Value" shall be the value of the Property as set forth in the City Appraisal unless the City Appraisal demonstrates an appraised value which is more than ten percent (10%) above or below the value in the 2020 Appraisal, in which case the parties shall obtain a third appraisal, which shall dictate the "Appraised Value". The cost and expense of the third appraisal shall be split between the parties.

The Purchase Price shall be paid in full at the Closing with certified funds. The Option Fee shall be credited to the Purchase Price for the Property at the Closing if Purchaser exercises the Option.

- b. Easements. Seller agrees to grant, at Closing, to Purchaser and Purchaser's successors and assigns, their employees, agents, licenses, tenants, subtenants, occupants, vendors, invitees and guests, an easement for the non-exclusive right to use portions of the Rose Parcel for reasonable access along the roads and sidewalks for vehicular and pedestrian traffic. This Agreement shall serve as sufficient consideration for the easements.
- c. Title. Seller agrees to convey good and marketable title to the Property to Purchaser at Closing. Any conveyance under this Agreement shall be by covenant deed. At Closing, Seller shall purchase title insurance on the Property, without standard exceptions, in the name of Purchaser and in the amount of the Purchase Price. As a condition of Closing, the insurance must show good and marketable title to be in the name of Purchaser, unless this condition is waived by Purchaser.

- d. Survey. Before or after Purchaser exercises the Option, Purchaser shall order an ALTA Survey of the Property to be conveyed. As a condition of Closing, unless waived by Purchaser, the survey shall show no encroachments on the Property, but Seller shall have no obligation to remove any such encroachments shown by the ALTA Survey unless Seller caused or permitted, by act or omission to act, the encroachment. Purchaser shall pay the invoice for the survey at or before the Closing. The survey shall be certified to Seller, Purchaser, and any other parties Purchaser designates.
 - e. Prorations. Seller shall pay all real estate taxes invoiced on the Property before the date of the Closing. Purchaser shall pay real estate taxes invoiced on the Property after the date of the Closing. Seller shall pay any special assessments levied against the Property before the date of the Closing, whether or not the assessments are payable in installments.
 - f. Closing. The Closing of the sale and purchase of the Property shall occur at a mutually agreed upon date, time and location but no more than ninety (90) days after the Purchaser exercises the Option unless agreed to in writing by the parties. Purchaser shall be responsible for preparing the covenant deed to be signed and given at the Closing. Seller shall pay the transfer taxes at the Closing.
 - g. Use Restriction. If Purchaser exercises the Option, the deed delivered to the Purchaser at the Closing shall contain a restriction prohibiting the future use of the Property for an assisted living or memory care facility for seniors or for any part of a big box retail use building (over 90,000 square feet) or any part of an industrial manufacturing or warehouse use building (over 90,000 square feet), for as long as the use of the Rose Parcel remains an assisted living and adult memory care facility for seniors.
6. **INSPECTIONS.** Purchaser or any potential Developer may visit the Property at any time to conduct inspections of the Property and take soil borings and/or conduct a Phase I environmental assessment of the Property with prior notice to Seller. Purchaser shall restore the Property to the condition it was in before any inspection by Purchaser or any potential Developer.

In the event Purchaser elects to conduct a Phase II Environmental Assessment of the Property, the following provisions apply: (i) Purchaser shall be required to submit a written scope of work to Seller describing the nature, proposed dates and locations of any proposed invasive testing activities and identifying Purchaser's contractor who will be performing such work; (ii) Purchaser expressly agrees that all drilling and other invasive testing work performed on the Property shall be performed so as to minimize interference with the business operations of Seller on the adjoining property; (iii) Immediately following any invasive testing activities, Purchaser will assume full responsibility for proper abandonment of any wells, borings or other subsurface features that were installed by or at the direction of Purchaser as part of the invasive testing activities in accordance with all applicable federal, state and local statutes and regulations, and cause all equipment, materials and facilities brought upon the Property in connection with the invasive testing activities to be removed and the Property to be restored to as near its original condition,

as reasonably practicable, and repair any and all damage to the Property caused by such invasive testing activities. All activities permitted to be undertaken by Purchaser, its agents or representatives, on the Property shall fully comply with all applicable laws, rules and regulations of all governmental and quasi-governmental authorities, including laws relating to worker safety and to proper disposal of any samples taken from the Property.

7. DEFAULT BY PURCHASER; REMEDIES OF SELLER. In the event Purchaser, after exercise of the Option, fails to proceed with the Closing of the purchase of the Property pursuant to the terms and provisions of this Agreement, Seller shall be entitled to retain the Option Fee as liquidated damages and shall have no further recourse against Purchaser.
8. DEFAULT BY SELLER; REMEDIES OF PURCHASER. In the event Seller fails to close the sale of the Property pursuant to the terms and provisions of this Agreement, Purchaser shall be entitled to sue for specific performance or terminate and sue for money damages.
9. EFFECTIVE DATE. This Agreement shall become effective and binding when fully executed by both Purchaser and Seller.
10. BINDING EFFECT. This Agreement shall run with the land and shall benefit and be binding upon the parties, their heirs, administrators, representatives, successors and assigns. This Agreement shall be recorded with the Oakland County Register of Deeds. Purchaser may assign its interest under this Agreement to Developer.
11. ENTIRE AGREEMENT. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements whether written or oral between Seller and Purchaser with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser.
12. AMENDMENTS. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser.
13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
14. TIME. Time is of the essence of this Agreement.
15. HEADINGS. The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.
16. COST OF THIS AGREEMENT. Any cost and/or fees, including attorneys fees or brokers fees, incurred by the Purchaser or Seller in executing this Agreement shall be borne by the respective party incurring such cost and/or fee.

[Remainder of page intentionally left blank. Signatures continued on next page.]

**SELLER: FARMINGTON HILLS SENIOR
LIVING, L.L.C.**, a Michigan Limited Liability
Company

Warren Rose
By: *Warren Rose*
Its: *Manager*

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 19 day of November, 2021, before me personally appeared
Warren Rose, the Manager of Farmington Hills Senior Living,
L.L.C., a Michigan Limited Liability Company, who acknowledged that he/she signed this
agreement on behalf of said company.

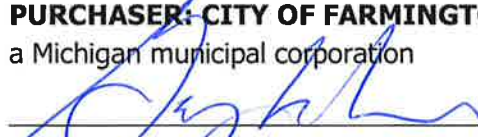
M.J. IRISH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF ST. CLAIR
My Commission Expires JANUARY 12, 2026
Acting in the County of Oakland

M.J. Irish
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 01/12/2026

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Oakland

PURCHASER: CITY OF FARMINGTON HILLS,
a Michigan municipal corporation


By: Gary Mekjian

Its: City Manager

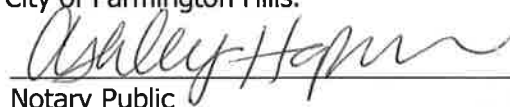

By: Pamela B. Smith

Its: City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 3rd day of December, 2021, before me personally appeared Gary Mekjian, the City Manager, and Pamela B. Smith, the City Clerk, who acknowledged that they signed and attested to this Agreement on behalf of the City of Farmington Hills.

ASHLEY HOPPER Notary Public - State of Michigan County of Oakland My Commission Expires May 08, 2026


Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 05/08/2026

Drafted By:
Steven P. Joppich, Esq.
Rosati, Schultz, Joppich & Amtsbuechler
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550

When recorded, return to:
Pamela B. Smith, City Clerk
City of Farmington Hills
31555 Eleven Mile Road
Farmington Hills, MI 48336

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PARCEL "C" (Part of Parcel No. 23-13-351-005)

A parcel of land being part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, being more particularly described as follows:

Commencing at the southwest corner of said Section 13; thence along the south line of said section, N87°56'18"E, 1098.15 feet;

thence N02°39'49"W, 60.00 feet to the north line of Eleven Mile Road (proposed 60 foot half width);

thence along said north line, N87°56'18"E, 348.85 feet to the POINT OF BEGINNING, said point being on the easterly line of a Conservation Easement, as recorded in Liber 40430, Page 196, Oakland County Records;

thence continuing along said Conservation Easement the following seven (7) courses:

1) N01°39'07"E, 194.84 feet and

2) N10°51'49"W, 54.00 feet and

3) N22°21'01"W, 181.57 feet and

4) N26°12'37"W, 161.23 feet and

5) N11°22'20"E, 14.17 feet and

6) N57°57'36"E, 155.97 feet and

7) N67°48'54"E, 177.95 feet;

thence S58°03'02"W, 24.23 feet;

thence S31°40'42"E, 215.11 feet;

thence S58°19'02"W, 48.41 feet;

thence S00°10'36"W, 495.53 feet to the aforementioned north line of 11 Mile Road;

thence along said north line, S87°56'18"W, 204.79 feet to the POINT OF BEGINNING.

Containing 3.91 acres of land, more or less.

EXHIBIT B
LEGAL DESCRIPTION OF THE ROSE PARCEL

PARCEL "B" (Part of Parcel No. 23-13-351-005)

A parcel of land being part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, being more particularly described as follows:

Commencing at the southwest corner of said Section 13; thence along the south line of said section, N87°56'18"E 1098.15 feet;
thence N02°39'49"W, 60.00 feet to the north line of Eleven Mile Road (proposed 60 foot half width);

thence along said north line, N87°56'18"E, 553.64 feet;

thence N00°10'36"E, 495.53 feet;

thence N58°19'02"E, 48.41 feet;

thence N31°40'42"W, 215.11 feet;

thence N58°03'02"E, 43.61 feet;

thence N31°56'58"W, 181.41 feet to the POINT OF BEGINNING, said point being on the easterly line of a Conservation Easement, as recorded in Liber 40430, Page 196, Oakland County Records;

thence continuing along said Conservation Easement the following fifteen (15) courses:

1) N31°56'58"W, 161.20 feet and

2) S58°03'52"W, 52.74 feet and

3) N25°20'59"W, 193.48 feet and

4) N44°43'31"W, 160.82 feet and

5) N30°15'35"W, 59.39 feet and

6) N11°23'22"E, 159.80 feet and

7) N58°04'49"E, 60.27 feet and

8) N31°55'11"W, 9.60 feet and

9) N59°19'01"E, 36.11 feet and

10) S31°55'11"E, 8.82 feet and

11) N58°04'49"E, 267.58 feet and

12) S02°05'37"E, 19.89 feet and

13) S86°29'49"E, 29.87 feet and

14) S78°58'47"E, 393.90 feet and

15) N10°22'28"E, 163.35 feet to the south line of I-696 (300 foot wide);

thence along said south line the following two (2) courses: 1) 529.49 feet along an arc of a curve to the left, having a radius of 2967.79 feet and a chord that bears S86°41'14"E, 528.79 feet and 2) N88°13'06"E, 72.12 feet to the north-south 1/4 line of said section 13, said line also being the west line of "Farm Meadows Subdivision", as recorded in Liber 120, Page 39, Oakland County Records;

thence along said north-south 1/4 line, S02°45'55"E, 381.29 feet;

thence S87°14'05"W, 392.71 feet;

thence S58°15'36"W, 525.37 feet;

thence L9) S32°06'07"E, 36.58 feet;

thence L10) S57°57'32"W, 45.82 feet;

thence L11) N32°04'00"W, 69.55 feet;

thence L12) S58°03'02"W, 91.58 feet;

thence L13) S31°56'58"E, 55.26 feet;

thence S58°03'02"W, 124.47 feet to the aforementioned easterly line of said Conservation Easement and the POINT OF BEGINNING.

Containing 15.57 acres of land, more or less.

EXHIBIT C
THE 2020 APPRAISAL
(Attach)

Integra Realty Resources

Detroit

Appraisal of Real Property

3.91 Acres of Land

N/S W. 11 Mile Rd., E. of Middlebelt Rd.
Farmington Hills, Oakland County, Michigan 48336

Prepared For:

Edward Rose & Sons

Effective Date of the Appraisal:

December 18, 2020

Report Format:

Appraisal Report – Standard Format

IRR - Detroit

File Number: 142-2020-1559





3.91 Acres of Land

N/S W. 11 Mile Rd., E. of Middlebelt Rd.
Farmington Hills, Michigan



December 28, 2020

Mark Perkosi
Director of Land Acquisition & Planning
Edward Rose & Sons
38525 Woodward Avenue
Bloomfield Hills, MI 48304

SUBJECT: Market Value Appraisal
 3.91 Acres of Land
 N/S W. 11 Mile Rd., E. of Middlebelt Rd.
 Farmington Hills, Oakland County, Michigan 48336
 IRR - Detroit File No. 142-2020-1559

Dear Mr. Perkosi:

Integra Realty Resources – Detroit is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property. The client for the assignment is Edward Rose & Sons, and the intended use is for property disposition purposes.

The subject is a parcel of land containing an area of 3.91 acres or 170,320 square feet. The property is zoned SP-5, Special Purpose District, which permits centers for elderly care, one-family detached dwelling units, and parks.

The subject is part of a larger parent parcel currently owned by the Sisters of Mercy. This parent parcel contains numerous buildings that contributed to the operations of the religious congregation. The Provinciate building containing 20,500 SF is situated on the subject's 3.91 acres, along with asphalt paving. The pending buyer provided a contractor's estimate to demolish the building at an expense of \$112,750, with a copy of the estimate included in the addendum for reference. Our valuation assumes the subject will be able to secure brownfield funds to offset any demolition costs completely, thus no deduction is required.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations.

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusion			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	December 18, 2020	\$360,000

As discussed, the subject is currently improved with a 20,500 SF building that will be required to be demolished to allow redevelopment of the 3.91 acres to its Highest and Best Use. Demolition costs are estimated at \$112,750. Our valuation of \$360,000 assumes the property owner can secure brownfield funds to fully offset this demolition expense. If funds are not secured, the demolition cost would be required to be deducted from the concluded value, which would produce a market value of \$247,000 (rounded) for the subject, as of December 18, 2020.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The valuation assumes the subject property can be improved with 12 residential home sites.
2. The valuation assumes that the property will qualify for brownfield funds to offset any demolition costs of any improvements situated on the subject.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The value conclusion(s) in this report consider the impact of COVID-19 on the subject property.



Mark Perkoski
Edward Rose & Sons
December 28, 2020
Page 3

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - DETROIT



Constantino G. Naoum
Certified General Real Estate Appraiser
Michigan Certificate # 1201068135
Telephone: 248-979-9690
Email: dnaoum@irr.com



Donald L. Selvidge, MAI
Certified General Real Estate Appraiser
Michigan Certificate # 1201006537
Telephone: 248-979-9670
Email: dselvidge@irr.com



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Executive Summary

Property Name	3.91 Acres of Land
Address	N/S W. 11 Mile Rd., E. of Middlebelt Rd. Farmington Hills, Oakland County, Michigan 48336
Property Type	Land - Other
Owner of Record	Sisters of Mercy Regional Community of Detroit LLC
Tax ID	23-13-351-005 (part-of)
Land Area	3.91 acres; 170,320 SF
Zoning Designation	SP-5, Special Purpose District
Highest and Best Use	Residential use
Exposure Time; Marketing Period	9-12 months; 9-12 months
Effective Date of the Appraisal	December 18, 2020
Date of the Report	December 28, 2020
Property Interest Appraised	Fee Simple
Market Value Conclusion	\$360,000 (\$30,000/Unit)

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Edward Rose & Sons may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

As discussed, the subject is currently improved with a 20,500 SF building that will be required to be demolished to allow redevelopment of the 3.91 acres to its Highest and Best Use. Demolition costs are estimated at \$112,750. Our valuation of \$360,000 assumes the property owner can secure brownfield funds to fully offset this demolition expense. If funds are not secured, the demolition cost would be required to be deducted from the concluded value, which would produce a market value of \$247,000 (rounded) for the subject, as of December 18, 2020.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The valuation assumes the subject property can be improved with 12 residential home sites.
2. The valuation assumes that the property will qualify for brownfield funds to offset any demolition costs of any improvements situated on the subject.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Strengths, Weaknesses, Opportunities, Threats (SWOT Analysis)

Strengths

- The property is small, thus likely to attract a large pool of potential buyers.
- Farmington Hills is considered a desirable community with limited land available for new development.

Weaknesses

- The property contains an older structure that requires to be demolished to allow redevelopment of the site, whereas the pending buyer is hopeful to secure public funds to offset these costs completely.

Opportunities

- The City of Farmington Hills is expected to place on the market the adjacent 10 acres to the east, which is considered surplus land to the Costick Center, a senior recreation facility. Marketing the subject in conjunction with this adjacent land would make the subject more attractive to builders/developers.

Threats

- The lingering impact of COVID-19.
- Potential cooldown in the residential market.

Quality Assurance

Delivering superior value is a top priority at IRR and we place a premium on feedback from our valued clients. By learning more about your experience with IRR, we will be better able to serve your needs – to enhance our products, service offerings, and client communications.

Attached is a short survey applicable to this appraisal report and the service that you received. Please take a few minutes to share your experience of IRR with us. Your feedback will be reviewed by our Quality Control team. If you desire a follow-up telephone call, please provide your contact information and a member of our Quality Control team will contact you.

Access the online survey here: quality.irr.com.

Thank you in advance for assisting us with this important endeavor. Please feel free to contact your Local Office using the contact information provided within the letter of transmittal or our Quality Control team at quality@irr.com, with any questions or suggestions you may have.

General Information

Identification of Subject

The subject is a parcel of land containing an area of 3.91 acres or 170,320 square feet. The property is zoned SP-5, Special Purpose District, which permits centers for elderly care, one-family detached dwelling units, and parks. A legal description of the property was not provided, thus we relied on a land area provided by the client.

Property Identification

Property Name	3.91 Acres of Land
Address	N/S W. 11 Mile Rd., E. of Middlebelt Rd. Farmington Hills, Michigan 48336
Tax ID	23-13-351-005 (part-of)
Owner of Record	Sisters of Mercy Regional Community of Detroit LLC

The subject is part of a larger parent parcel currently owned by the Sisters of Mercy. This parent parcel contains numerous buildings that contributed to the operations of the religious congregation. The Provinciate building containing 20,500 SF is situated on the subject's 3.91 acres, along with asphalt paving. The pending buyer provided a contractor's estimate to demolish the building at an expense of \$112,750, with a copy of the estimate included in the addendum for reference. Our valuation assumes the subject will be able to secure brownfield funds to offset any demolition costs completely, thus no deduction is required.

Sale History

To the best of our knowledge, no other sale or transfer of ownership has occurred within the past three years.

Pending Transactions

The subject is part of a larger property that is under contract to be purchased, with various pieces of information summarized in the following table.

Contract Date	November 25, 2019
Seller	Sisters of Mercy Regional Community of Detroit LLC
Buyer	Edward Rose Properties, Inc.
Sale Price	See comments below

This larger property consists of roughly 21 acres whereas the prospective buyer is proposing improving the property with over 200 senior/assisting living units. This will require the entire property to be rezoned to a Planned Unit Development (PUD), which is ongoing as of the date of this appraisal.

Since the subject only relates to 3.91 acres of the larger parcel, a comparison of the market value concluded herein to the contract price is not applicable.

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property as of the effective date of the appraisal, December 18, 2020. The date of the report is December 28, 2020. The appraisal is valid only as of the stated effective date or dates.

Definition of Market Value

Market value is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: *Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]*; also *Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472*)

Definition of Property Rights Appraised

Fee simple estate is defined as, "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

Intended Use and User

The intended use of the appraisal is for property disposition purposes. The client and intended user is Edward Rose & Sons. The appraisal is not intended for any other use or user. No party or parties other than Edward Rose & Sons may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations.

Report Format

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

We use only the sales comparison approach in developing an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

Constantino G. Naoum conducted an on-site inspection of the property on December 18, 2020. Donald L. Selvidge, MAI, did not conduct an inspection of the property.

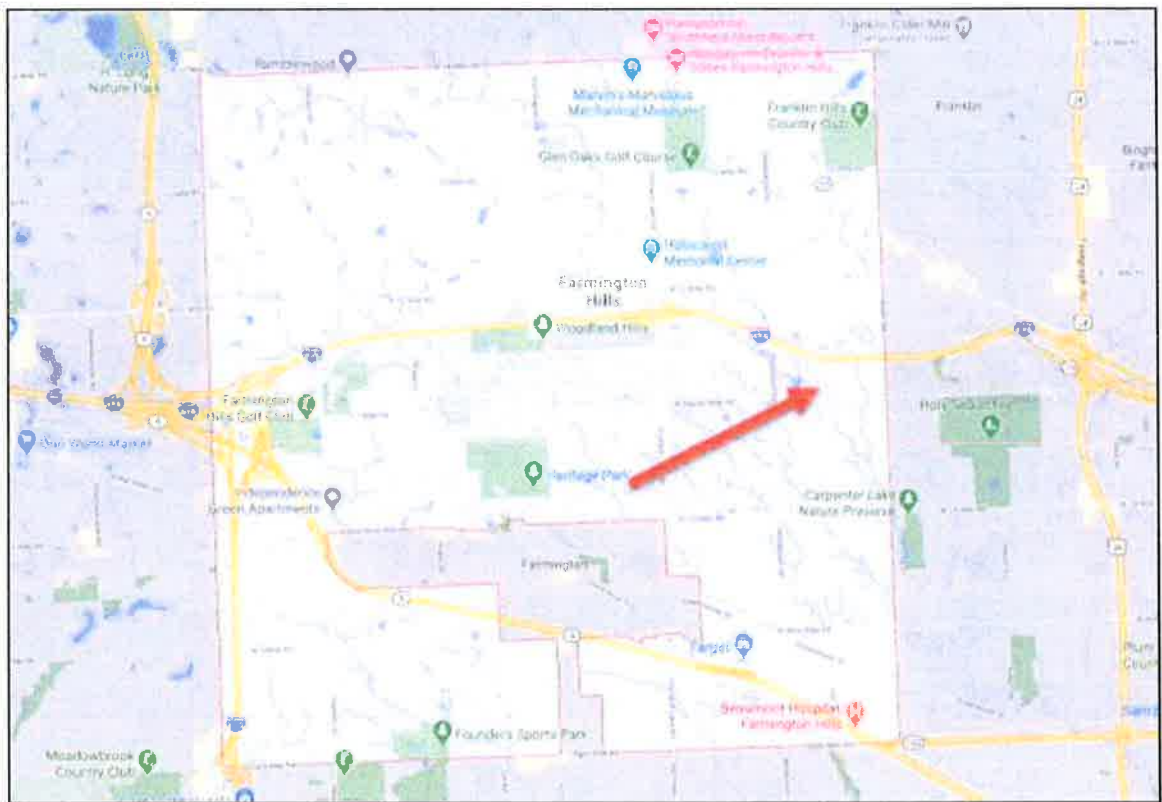
Economic Analysis

Surrounding Area Analysis

Location

The subject is situated on the north side of 11 Mile Road, east of Middlebelt Road in the City of Farmington Hills. The subject is located about 12 miles south of Pontiac, 20 miles northwest of Detroit's central business district, and 20 miles northeast of Ann Arbor.

The Farmington area is surrounded by the communities of West Bloomfield and Bloomfield Townships to the north; Franklin and Southfield to the east; Livonia (in Wayne County) to the south; and Novi and Northville to the west. Eight Mile Road serves as the southern boundary of Farmington Hills, as well as the dividing line between Oakland and Wayne Counties.



Retail and Public Services

Farmington Hills offers a wide array of retail alternatives. There are a number of shopping centers and retail stores along Farmington Road, Orchard Lake Road, and Grand River Avenue. The neighboring City of Novi offers Twelve Oaks Mall anchored by Macy's. Overall, the area is adequately serviced by retail and other convenience goods.

The nearest fire and police stations are within several miles of the property. Proximity to parks, open space and other passive recreation is within a short drive.

Access and Linkages

The Farmington Hills area possesses a good transportation system that provides access for local residents, workers and shoppers to the entire Detroit metropolitan area. The Interstate-696 expressway travels through the central portion of Farmington Hills and is the main freeway for east-west travel within the southern portions of Oakland and Macomb Counties. Also, the Northwestern Highway (M-10) runs in a northwest-southeast direction through the northeast corner of Farmington Hills and provides direct access between South Oakland County and the City of Detroit in Wayne County. These freeways provide access to the remainder of southeastern Michigan expressway network, as well as the nation's adjoining interstate system.

Major north and south running surface streets in the Farmington Hills area include Haggerty, Halstead, Drake, Farmington, Orchard Lake, Middlebelt, and Inkster Roads. Orchard Lake Road is heavily developed with commercial, retail, and office buildings, especially within the area near the intersection with I-696 and M-10. East and west roadways in this area include the mile roads of 8 to 14 Mile Roads, in addition to Grand River Avenue. Grand River Avenue extends north from Detroit and travels through the City of Farmington's downtown business district. Downtown Farmington contains a historic shopping district with a variety of retail, commercial and service establishments.

Demand Generators

Farmington Hills is a desirable residential address that has good linkages, a desirable school district, and is well placed with respect to employers. The subject is within a 30-minute drive to the majority of employers in Southeastern Michigan. The Ford World Headquarters is situated south in Dearborn while the GM World Headquarters is situated in Downtown Detroit. Health care is also a large employer in this area including Beaumont Farmington Hills which employs over 2,000 employees and Henry Ford in West Bloomfield. In addition, the Farmington area boasts:

- 3,500 businesses
- More than 25 Fortune 500 companies have a presence in Farmington Hills
- 17 business parks with a total of 836 acres
- High-tech facilities and premier office space available
- Competitive tax rates
- Total employment of more than 57,000, including a vast, highly-skilled technical workforce
- More than 12 nationally-acclaimed colleges and universities nearby
- Half of America's disposable income, half of the country's workforce, and nearly half of the total U.S. population are found within 500 miles of Farmington Hills

The Farmington area, including both Farmington and Farmington Hills, is projected to experience a growth in knowledge-based services, services, and education and healthcare with less reliance on manufacturing and retail trade.

Demographic Factors

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics				
2021 Estimates	Farmington Hills, MI (city)	Farmington, MI (city)	Oakland County, MI	Michigan
Population 2010	79,740	10,372	1,202,362	9,883,640
Population 2021	82,118	10,469	1,261,988	9,998,075
Population 2026	82,815	10,485	1,279,094	10,044,030
Compound % Change 2010-2021	0.3%	0.1%	0.4%	0.1%
Compound % Change 2021-2026	0.2%	0.0%	0.3%	0.1%
Households 2010	33,559	4,624	483,698	3,872,508
Households 2021	35,261	4,749	514,291	3,979,820
Households 2026	35,780	4,780	523,284	4,015,309
Compound % Change 2010-2021	0.5%	0.2%	0.6%	0.2%
Compound % Change 2021-2026	0.3%	0.1%	0.3%	0.2%
Median Household Income 2021	\$88,479	\$80,695	\$86,112	\$61,496
Average Household Size	2.3	2.2	2.4	2.5
College Graduate %	54%	54%	47%	29%
Median Age	44	41	42	40
Owner Occupied %	63%	62%	73%	72%
Renter Occupied %	37%	38%	27%	28%
Median Owner Occupied Housing Value	\$295,902	\$235,118	\$288,926	\$181,170
Median Year Structure Built	1978	1969	1975	1971
Average Travel Time to Work in Minutes	28	28	30	27

Source: EnviroNics Analytics

As shown above, the current population within the Farmington area (which includes Farmington and Farmington Hills) is projected to grow in accord with the county and surpass the state. Households are also projected to grow modestly outpacing the state. The median income in the market area is similar to the county but well above that of the state. The market area is considered to be an above average income community. The median housing value for the market area is higher than the county and state.

Residential Construction

The table below summarizes residential/multi-family construction in Farmington Hills since 2010, per SEMCG.

Year	Single Family	Two Family	Attach Condo	Multi Family	Total Units	Total Demos	Net Total
2010	28	0	0	0	28	11	17
2011	19	0	0	0	19	5	14
2012	39	0	0	0	39	3	36
2013	74	0	0	0	74	10	64
2014	47	0	0	0	47	0	47
2015	22	0	0	0	22	2	20
2016	11	0	8	0	19	12	7
2017	15	0	0	0	15	6	9
2018	26	0	0	0	26	9	17
2019	32	0	0	16	48	7	41
2020	10	0	0	0	10	1	9

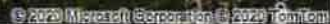
Construction activity has been limited in recent years as Farmington Hills is considered a built-up community with limited parcels of land available for development, other than smaller parcels.

Land Use

The area is suburban in character and approximately 90% developed. Predominant nearby land uses consist of residential, educational facility, and a recreational facility. During the last five years, development has been predominantly of multifamily and residential.

Outlook and Conclusions

The area is in the stable stage of its life cycle. We anticipate that property values will increase modestly in the near future.



Property Analysis

Land Description and Analysis

Land Description	
Land Area	3.91 acres; 170,320 SF
Source of Land Area	Owner
Primary Street Frontage	W. Eleven Mile Road - n/a feet
Shape	Irregular
Corner	No
Topography	Generally level and at street grade
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	26125C0652F
Date	September 29, 2006
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
Zoning; Other Regulations	
Zoning Jurisdiction	City of Farmington Hills
Zoning Designation	SP-5
Description	Special Purpose District
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	Yes, most likely to a PUD
Permitted Uses	Center for elderly care, one-family detached dwelling units, and parks
Other Land Use Regulations	None noted
Utilities	
Service	Provider
Water	Municipal
Sewer	Municipal
Electricity	DTE
Natural Gas	Consumers
Local Phone	Various

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

Potential Development Density

The prospective buyer indicated that the subject's site will be allowed to be improved with 3 residential units per acre, which appears to be a reasonable assumption. Therefore, it appears that the development potential of the site is 12 residential sites, which is utilized in our valuation.

Easements, Encroachments and Restrictions

We were not provided a current title report to review. We are not aware of any easements, encroachments, or restrictions that would adversely affect value. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Conclusion of Land Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. We are not aware of any other particular restrictions on development.



Subject looking west from access drive



Access drive looking south



Subject looking north from W. 11 Mile Road



Subject looking west from access drive



Current building improvements containing 20,500 SF

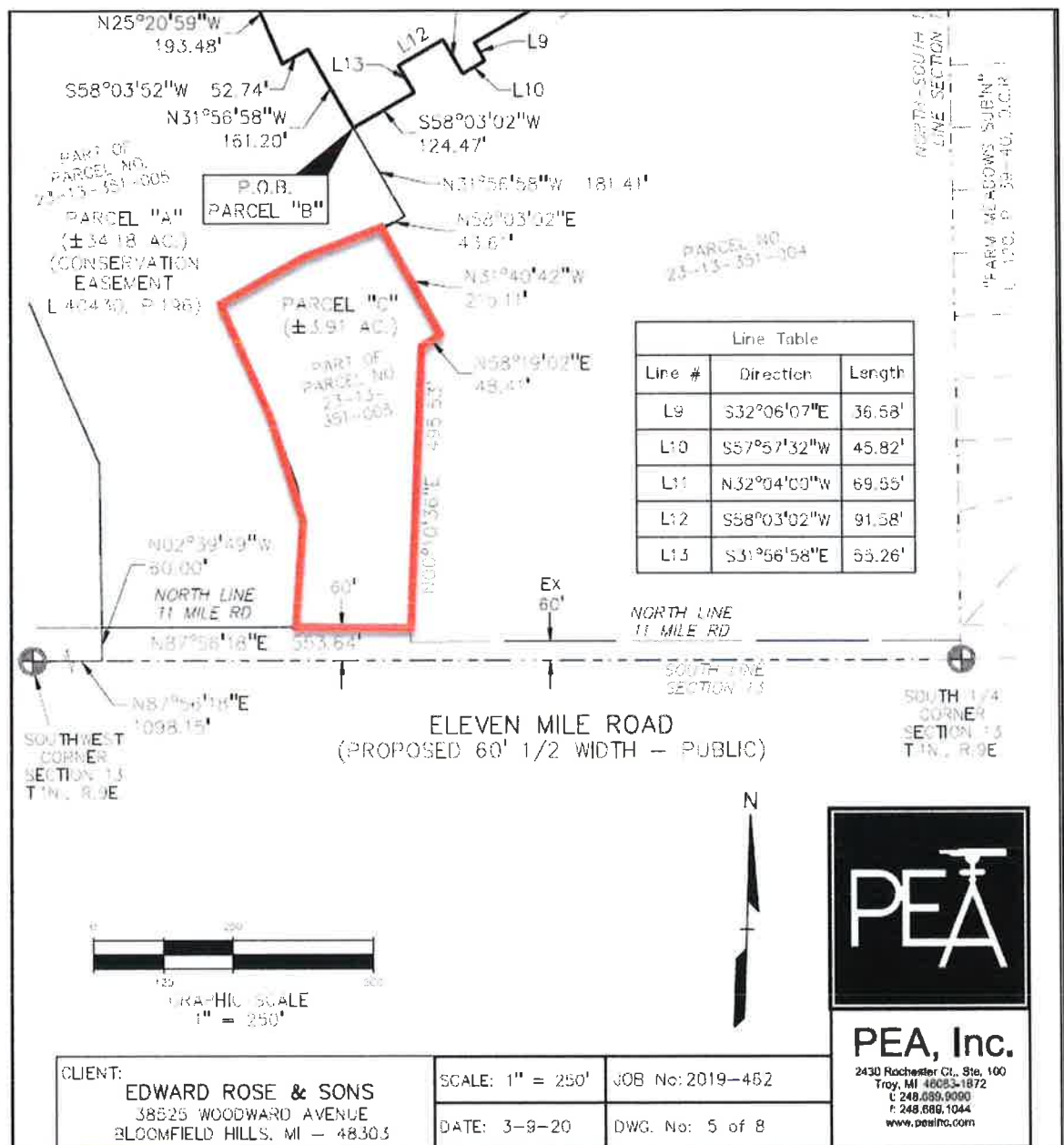


W. 11 Mile Road

3.91 Acres of Land



Survey



3.91 Acres of Land



Aerial Plat Map



3.91 Acres of Land



Real Estate Taxes

The subject property is currently tax exempt, thus not taxes and assessments are summarized.

Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as vacant, and as improved. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Vacant

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The site is zoned SP-5, Special Purpose District. Permitted uses include center for elderly care, one-family detached dwelling units, and parks. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. Given prevailing land use patterns in the area, only residential use is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

Based on our analysis of the market, there is currently adequate demand for residential use in the subject's area. It appears that a newly developed residential use on the site would have a value commensurate with its cost. Therefore, residential use is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than residential use. Accordingly, it is our opinion that residential use, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Development of the site for residential use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as vacant.

As Improved

The subject is currently improved with a 20,500 SF building along with asphalt paving. Based upon our exterior inspection of the improvements, they appear to have poor utility and in fair condition. Therefore, the current improvements do not provide any contributory value to the overall site and considered an underutilization of the site.

The pending buyer provided a contractor's estimate to demolish the building at an expense of \$112,750. Our valuation assumes the subject will be able to secure brownfield funds to offset any demolition costs completely, thus no deduction is required.

Accordingly, the highest and best use is to redevelop the site for residential use.

Most Probable Buyer

Taking into account the functional utility of the site and area development trends, the probable buyer is a developer.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

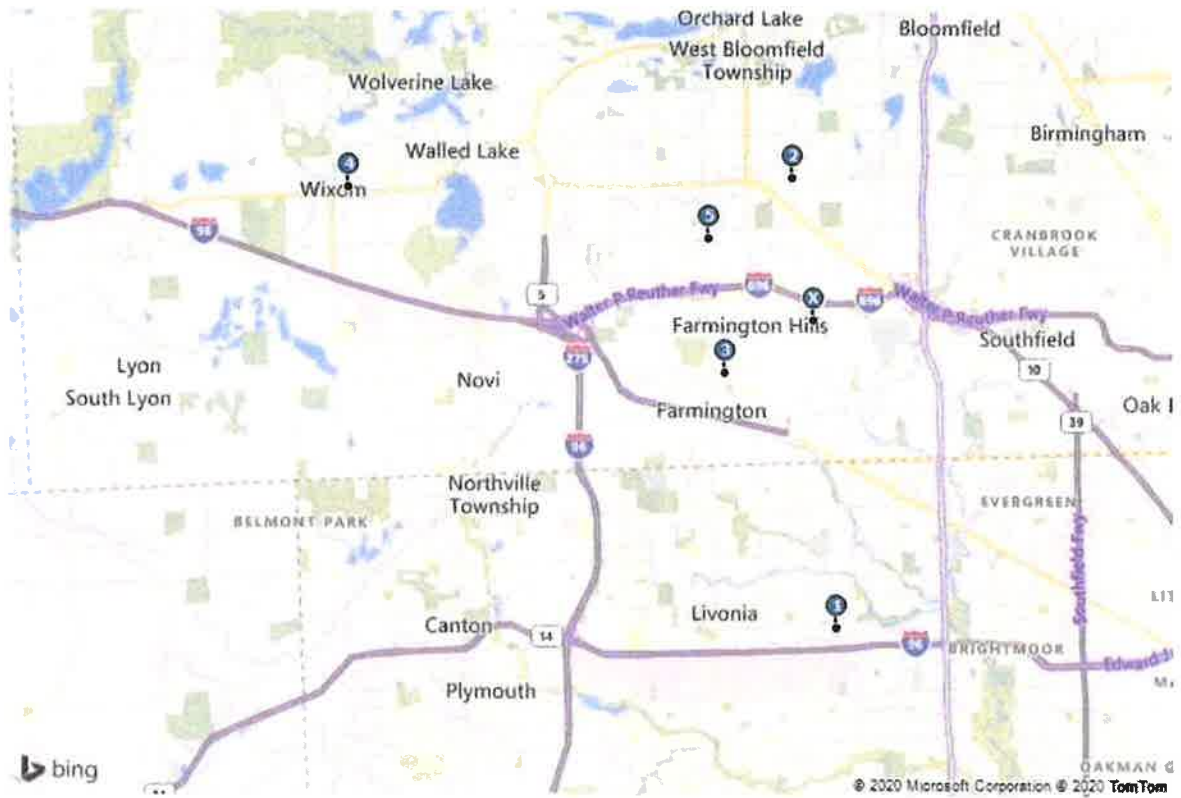
To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

For this analysis, we use price per unit as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales							
No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Units; Density (Units/Ac.)	Zoning	\$/Unit
1	Former School Site 28201 Lyndon St. Livonia Wayne County	Dec-20 In-Contract	\$852,000	553,648 12.71	37 2.9	Single-Family	\$23,027
2	Proposed Gramercy Ridge Subdivision 29410 W. 14 Mile Rd. West Bloomfield Township Oakland County	Nov-19 Closed	\$2,685,822	415,998 9.55	52 5.4	Multiple-Family Residential	\$51,650
3	Proposed Liberty Hill Subdivision 32795 W. 10 Mile Road Farmington Oakland County	Nov-18 Closed	\$340,000	169,150 3.88	14 3.6	Single-Family Residential	\$24,286
4	Vacant Land W. Pontiac Trail Wixom Oakland County	Aug-18 Closed	\$810,000	196,020 4.50	30 6.7	VC	\$27,000
5	Vacant Land 29150 Farmington Rd. Farmington Hills Oakland County	May-18 Closed	\$385,000	162,479 3.73	10 2.7	Single-Family Residential	\$38,500
	Subject 3.91 Acres of Land Farmington Hills, MI			170,320 3.91	12 3	Special Purpose District	

Complete writeups with additional information of each of the previous sales are found in the addendum for review.

Comparable Land Sales Map





Sale 1
Former School Site



Sale 2
Proposed Gramercy Ridge Subdivision



Sale 3
Proposed Liberty Hill Subdivision



Sale 4
Vacant Land



Sale 5
Vacant Land

3.91 Acres of Land



Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factors	
Effective Sale Price	Accounts for atypical economics of a transaction, such as demolition cost, expenditures by the buyer at time of purchase, or other similar factors. Usually applied directly to sale price on a lump sum basis. Sales 2, 3, and 5, required various demolition costs after the purchase, thus adjusted upward. Sale 4 was sold with various entitlements/approvals in-place at the time of sale, which benefited the buyer, thus deducted accordingly.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc. No adjustments required.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms. No adjustments required.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale, related parties transaction. No adjustments required.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate. The sales are adjusted upward 2% per year to the effective date of value, and considers the impact, if any, of the COVID-19 situation.
Location	Market or submarket area influences on sale price; surrounding land use influences. Sale 1 is located in an inferior location and adjusted upward. Sale 2 is located in a superior location whereas the proposed development will market homes in excess of \$500,000, thus adjusted downward significantly.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility from main thoroughfares; traffic counts. The subject contains frontage along 11 Mile Road. The sales are adjusted accordingly.
Size	Inverse relationship that often exists between parcel size and unit value. Sales 1 & 2 are larger than the subject, thus adjusted upward.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use. Sale 5 is considered inferior to the subject, thus adjusted upward.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site. No adjustments required.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid						
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Name	3.91 Acres of Land	Former School Site	Proposed Gramercy Ridge Subdivision	Proposed Liberty Hill Subdivision	Vacant Land	Vacant Land
Address	N/S W. 11 Mile Rd., E. of Middlebelt Rd. Farmington Hills	28201 Lyndon St.	29410 W. 14 Mile Rd.	32795 W. 10 Mile Road	W. Pontiac Trail	29150 Farmington Rd.
City		Livonia	West Bloomfield Township	Farmington	Wixom	Farmington Hills
County	Oakland	Wayne	Oakland	Oakland	Oakland	Oakland
State	Michigan	MI	MI	MI	MI	MI
Sale Date		Dec-20	Nov-19	Nov-18	Aug-18	May-18
Sale Status		In-Contract	Closed	Closed	Closed	Closed
Sale Price		\$852,000	\$2,460,000	\$250,000	\$900,000	\$285,000
Other Adjustment		\$0	\$225,822	\$90,000	-\$90,000	\$100,000
Description of Adjustment			Demolition	Demolition	Entitlements	Demolition
Effective Sale Price		\$852,000	\$2,685,822	\$340,000	\$810,000	\$385,000
Acres	3.91	12.71	9.55	3.88	4.50	3.73
Number of Units	12	37	52	14	30	10
Price per Unit		\$23,027	\$51,650	\$24,286	\$27,000	\$38,500
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		—	—	—	—	—
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
% Adjustment		—	—	—	—	—
Conditions of Sale		Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
% Adjustment		—	—	—	—	—
Market Conditions	12/18/2020	Dec-20	Nov-19	Nov-18	Aug-18	May-18
Annual % Adjustment	2%	—	2%	4%	5%	5%
Cumulative Adjusted Price		\$23,027	\$52,683	\$25,257	\$28,350	\$40,425
Location		10%	-25%	—	—	—
Access/Exposure		5%	-10%	—	—	—
Size		5%	5%	—	—	—
Shape and Topography		—	—	—	—	5%
Zoning		—	—	—	—	—
Net \$ Adjustment		\$4,605	-\$15,805	\$0	\$0	\$2,021
Net % Adjustment		20%	-30%	0%	0%	5%
Final Adjusted Price		\$27,632	\$36,878	\$25,257	\$28,350	\$42,446
Overall Adjustment		20%	-29%	4%	5%	10%
Range of Adjusted Prices		\$25,257 - \$42,446				
Average		\$32,113				
Indicated Value		\$30,000				

Land Value Conclusion

Prior to adjustment, the sales reflect a range of \$23,027 - \$51,650 per unit. After adjustment, the range is \$25,257 - \$42,446 per unit, with an average of \$32,113 per unit.

The following is considered when selecting an appropriate unit rate for the subject:

- The property is small, thus likely to attract a large pool of potential buyers.
- Farmington Hills is considered a desirable community with limited land available for new development.
- Potential cooldown in the residential market.
- Lingering impact of COVID-19.

Based upon the foregoing, a concluded unit rate slightly below the adjusted midpoint is considered appropriate and arrive at a land value conclusion as follows:

Land Value Conclusion	
Indicated Value per Unit	\$30,000
Subject Units	<u>12</u>
Indicated Value	\$360,000
Rounded	\$360,000

The above value calculation assumes the subject can be improved with 12 residential sites which equates to roughly three sites per acre.

Furthermore, the subject is currently improved with a 20,500 SF building along with asphalt paving. The current improvements do not provide any contributory value to the overall site and considered an underutilization of the site.

The pending buyer provided a contractor's estimate to demolition the building at an expense of \$112,750. Our valuation assumes the subject will be able to secure brownfield funds to offset any demolition costs completely, thus no deduction is required.

Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable, and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

Value Conclusion			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	December 18, 2020	\$360,000

As discussed, the subject is currently improved with a 20,500 SF building that will be required to be demolished to allow redevelopment of the 3.91 acres to its Highest and Best Use. Demolition costs are estimated at \$112,750. Our valuation of \$360,000 assumes the property owner can secure brownfield funds to fully offset this demolition expense. If funds are not secured, the demolition cost would be required to be deducted from the concluded value, which would produce a market value of \$247,000 (rounded) for the subject, as of December 18, 2020.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The valuation assumes the subject property can be improved with 12 residential home sites.
2. The valuation assumes that the property will qualify for brownfield funds to offset any demolition costs of any improvements situated on the subject.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The value conclusion(s) in this report consider the impact of COVID-19 on the subject property.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Based on the concluded market value stated previously, it is our opinion that the probable exposure time is 9-12 months.

Marketing Period

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. We estimate the subject's marketing period at 9-12 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Constantino G. Naoum made a personal inspection of the property that is the subject of this report. Donald L. Selvidge, MAI, has not personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Donald L. Selvidge, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.

15. In Michigan, appraisers are required to be licensed/certified and are regulated by the Michigan Department of Licensing and Regulatory Affairs, 611 West Ottawa, P. O. Box 30018, Lansing, Michigan, 48909.



Constantino G. Naoum
Certified General Real Estate Appraiser
Michigan Certificate # 1201068135



Donald L. Selvidge, MAI
Certified General Real Estate Appraiser
Michigan Certificate # 1201006537

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
5. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during

the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Detroit, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. IRR - Detroit is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Detroit. In addition, it is expressly agreed that in any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless

the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. IRR - Detroit is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The valuation assumes the subject property can be improved with 12 residential home sites.
2. The valuation assumes that the property will qualify for brownfield funds to offset any demolition costs of any improvements situated on the subject.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications



Constantino G. Naoum

Experience

Mr. Naoum, Director, is a Certified General Real Estate Appraiser who has been actively involved with appraisal and advisory services since 1995.

Mr. Naoum has extensive knowledge in a number of commercial property types including land development, manufactured housing communities, office buildings, medical office buildings, golf courses, single-and multi-tenant retail centers, land development, multifamily and vacant land parcels. Mr. Naoum is highly proficient at Argus and has extensive experience working on very large multi-tenant office buildings with Life Insurance Companies, Conduits, and Conventional Lenders. Mr. Naoum also has extensive experience in litigation support including rezoning cases, tax appeals, divorce proceedings, partnership disputes, and right-of-way assignments.

Professional Activities & Affiliations

Appraisal Institute: Associate Member

Licenses

Michigan, Certified General Real Estate Appraiser, 1201068135, Expires July 2021

Education

Bachelor of Science in Business Administration, Major Finance

Masters of Business Administration, Major Finance, Wayne State University, Detroit, Michigan

Successfully completed numerous real estate related courses and seminars sponsored by the Appraisal Institute, including:

- Real Estate Appraisal Principles
- Real Estate Appraisal Procedures
- Basic Income Capitalization
- General Applications
- USPAP A & 420 USPAP B
- Advanced Income Capitalization
- Highest and Best Use
- Advanced Sales Comparison & Cost Approaches

Integra Realty Resources Detroit

400 West Maple Road
Suite 100
Birmingham, MI 48009

T 248-540-0040 ext 102
F 248-540-8239

irr.com

GRETCHEEN WHITMAN
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

P013023

CERTIFIED GENERAL APPRAISER
LICENSE

CONSTANTINO NAQUM

LICENSE NO.
1201068135

EXPIRATION DATE
07/31/2021

AUDIT NO.
3426940

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OF MICHIGAN

Donald L. Selvidge, MAI

Experience

Mr. Selvidge, Senior Managing Director, has been active in appraisal and advisory services since 1995. Mr. Selvidge has a wide and varied knowledge base having worked on complicated properties throughout his career specializing in large mixed-use developments, all types of multifamily housing, land development assignments, and seniors housing. Mr. Selvidge has experience with nearly all types of commercial property including hospitality, single-and multi-tenant retail and office, self-storage, and industrial uses. Mr. Selvidge has extensive knowledge and experience working with nearly all types of lending institutions including conventional lenders, conduits, Freddie Mac, Fannie Mae, and HUD, including 223(f), 202, and 221(d)4 assignments. Mr. Selvidge also completes market studies for various government agencies, developers, and rent comparability studies for HAP renewals. Finally, Mr. Selvidge is a member of the IRR Senior Housing Specialty Practice Group and has extensive experience in preparing appraisals and market studies for independent living, assisted living, memory care, and skilled nursing facilities.

Professional Activities & Affiliations

Appraisal Institute, Member (MAI)

Licenses

Michigan, State Certified General Real Estate Appraiser, 1201006537, Expires July 2022

Education

Bachelor of Science Business Administration, Finance Major Wayne State University, Detroit, Michigan.

Successfully completed numerous real estate related courses and seminars sponsored by the Appraisal Institute, including:

- 110 Real Estate Appraisal Principles
- 120 Real Estate Appraisal Procedures
- SPPA/SPPB Standards of Professional Practice Part A/B
- 310 Basic Income Capitalization
- 320 General Applications
- 510 Advanced Income Capitalization
- 520 Highest & Best Use & Market Analysis
- 530 Advanced Sales Comparison & Cost Approach
- 540 Report Writing and Valuation Analysis
- 550 Advanced Applications
- Section 8/HUD Rent Comparability Studies and Standards

Integra Realty Resources Detroit

400 West Maple Road
Suite 100
Birmingham, MI 48009

T 248-540-0040 ext 114
F 248-540-8239

irr.com

GRISTON WHITNEY
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

P477954

CERTIFIED GENERAL APPRAISER
LICENSE

DONALD LESLIE SELVIDGE, JR

LICENSE NO.
1201006537

EXPIRATION DATE
07/31/2022

BOOST NO
3460945

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OF MICHIGAN

About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com



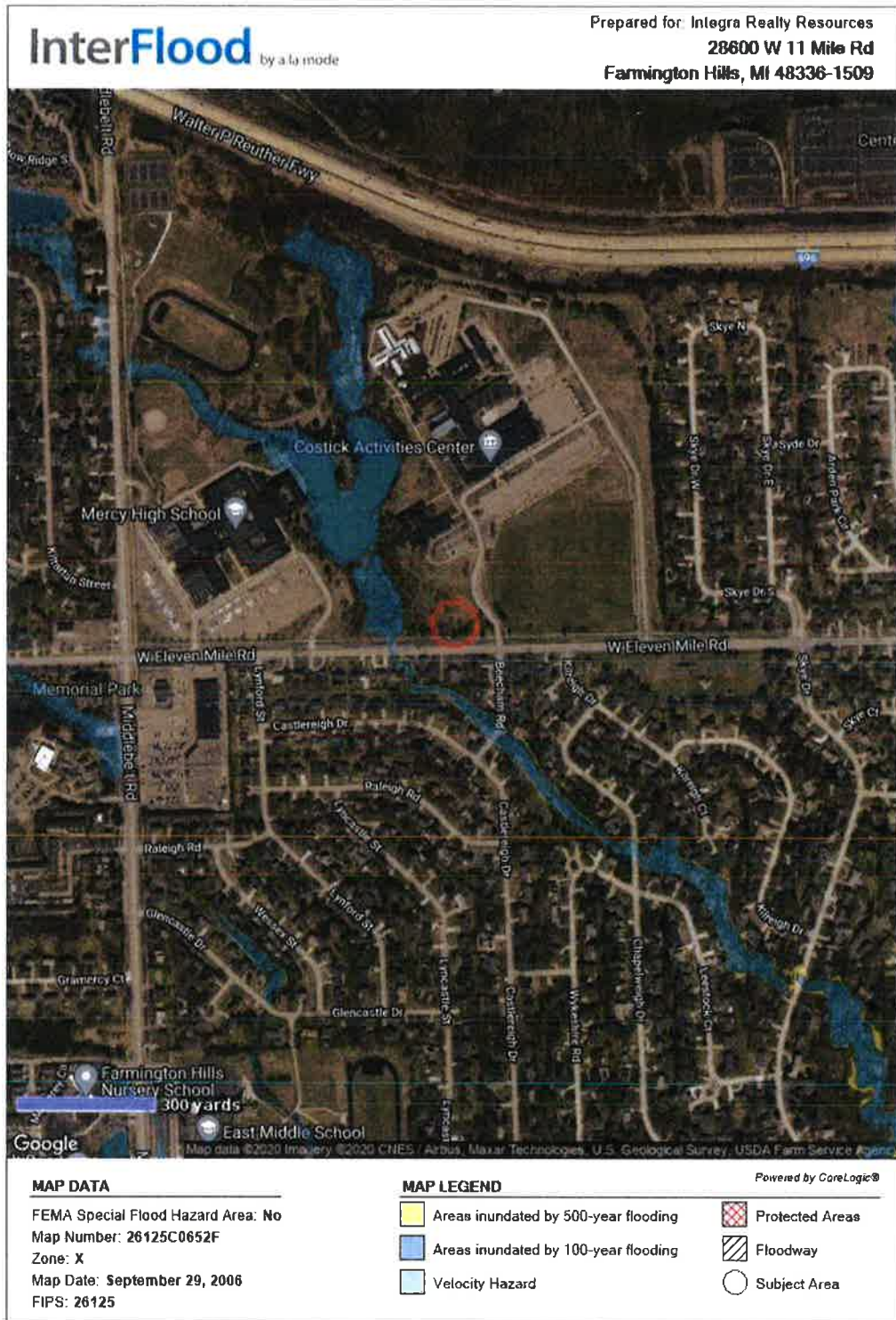
Addendum B

Property Information

Flood Plain Map

Demolition Estimate





3.91 Acres of Land



BLUE STAR, INC.
 23950 Havenor
 WARREN, MI 48090
 PHONE: (586) 427-9932 FAX: (586) 427-9934
 e-mail: info@bluestar-demol.com
 BUDGET PROPOSAL
 REVISED

Edward Rose & Sons
 38525 Woodward Ave.
 Bloomfield Hills, MI 48303
 ADR: Linden Trezza

ESTIMATE NO: 85784-R2 PHONE: 248-656-5512 Fax Email: Linden.Trezza@edwardrose.com DATE: March 23, 2020
 PROJECT: 29060 W. Eleven Mile Rd. - Farmington Hills, MI

We are pleased to submit the following price for the demolition work you requested. We propose to furnish the necessary labor and equipment to accomplish the following:

SCOPE OF WORK:

1. BLUE STAR TO SUBMIT STATE REQUIRED 10 WORKING DAY NOTICE
2. BLUE STAR TO ACQUIRE NECESSARY DEMOLITION PERMIT
3. RAZE EXISTING BUILDING (S). Portions of 2 story commercial buildings with basements and separation from portions to remain per Google overview; Including North portion 2 story with separation from all adjacent structures to remain
4. BREAK AND REMOVE ALL BASEMENTS (IF APPLICABLE), FOOTINGS, FOUNDATIONS AND SLAB ON GRADE OF BUILDING (S) BEING DEMOLISHED
5. REMOVE AND DISPOSE OF ALL DEBRIS OFF SITE IN A LEGAL MANNER
6. SCHEDULING TO BE COORDINATED WITH OWNER

QUALIFICATIONS

1. OWNER / GENERAL CONTRACTOR TO SUPPLY NECESSARY UTILITY AND PHONE DISCONNECTS INCLUDING EVACUATING ALL FLUIDS AND HAZMATS (IF APPLICABLE) PRIOR TO DEMOLITION
2. OWNER IS RESPONSIBLE FOR ABATEMENT SURVEY CONDUCTED BY A LICENSED ABATEMENT CONTRACTOR. A COPY OF SURVEY MUST BE SUBMITTED TO BLUE STAR WITHIN 14 CALENDAR DAYS PRIOR TO DEMOLITION START DATE.
3. OWNER TO REMOVE 90% OF UNATTACHED INTERIOR CONTENTS
4. BOND BY OTHERS (IF REQUIRED)
5. BLUE STAR TO CAP SEWER DURING DEMOLITION. IF IN COMPLIANCE WITH CITY CODE, IS REQUIRED TO BE CAPPED PRIOR BY CITY OR TOWNSHIP LOCATED IN. SEE ALTERNATES BELOW.
6. FOOTINGS ARE ASSUMED TO BE 16" X 42" DEEP. PIER FOOTINGS ARE ASSUMED TO BE 6" X 6" X 3'. ANY SUBSTANTIAL VARIATIONS WILL NEED TO BE ADDRESSED THROUGH A CHANGE ORDER (IF APPLICABLE)
7. IN THE EVENT THAT SUSPECT ASBESTOS IS ENCOUNTERED, BY STATE LAW, WE ARE REQUIRED TO STOP WORK IMMEDIATELY UNTIL TESTING IS DONE AND ASBESTOS IS REMOVED.
8. ALL DEMOLITION ACTIVITIES ARE RESTRICTED TO THIS SUBJECT PROPERTY AND DO NOT INCLUDE ALLEYWAYS, PUBLIC HIGHWAYS OR STREETCROWDS
9. ALL ALTERNATES TO BE PERFORMED AT TIME OF BUILDING DEMOLITION.
10. FLOOR SLABS ASSUMED TO BE 6" OR LESS
11. PROPOSAL BASED ON CURRENT SCRAP MARKET VALUE, AND CONDITION OF BUILDING AS PER WALK THROUGH SITE VISIT (SALVAGE / SCRAP RIGHTS TO BECOME PROPERTY OF BLUE STAR INC.)
12. PROPOSAL VALID FOR 30 DAYS
13. COMPLETION OF BACKLOG WORK WHICH IS DELAYED DUE TO WINTER WEATHER OTHER COMPLETED WORK WILL BE INVOICED AND SUBJECT TO ORIGINAL PAYMENT TERMS. BALANCE OF WORK WILL BE INVOICED AFTER COMPLETION.
14. PAYMENT TERMS NET 30 DAYS

ITEMS EXCLUDED OR BY OTHERS

1. ASBESTOS, HAZARDOUS OR CONTAMINATED MATERIAL HANDLING/REMOVAL
2. ASBESTOS SURVEY (REQUIRED TO SUBMIT NOTIFICATION TO STATE)
3. DUST, WEATHER OR SECURITY PROTECTION
4. TRIP, BRUSH OR SHRUB REMOVAL
5. UNIT EVACUATION - (IF APPLICABLE (A/C FREON RECOVERY)
6. UNDERGROUND DEMOLITION, EXCEPT FOR REMOVAL OF BASEMENT OF APPLICABLE FOUNDATIONS AND FOOTINGS RELATED TO BUILDING STRUCTURES BEING DEMOLISHED
7. LANDFILL
8. TEMPORARY BARRICADES
9. TRAFFIC/THROUGHWAY CLOSING
10. GRADING, BACKFILLING OR IMPORTED MATERIAL
11. LAWN COVER AND GREENBELT REMOVAL OR RESTORATION, TOPSOIL, SEED & MULCH
12. RESPONSIBILITY FOR ANY DAMAGE TO EXISTING HIGHWAYS / DRIVEWAYS NEEDED FOR ACCESS, IF BROKEN, MUST BE REPLACED BY OWNER WITHIN 45 DAYS OF DEMOLITION COMPLETION
13. WINTER CONDITIONS
14. BLUE STAR NOT RESPONSIBLE FOR ANY ITEMS IN OR BENEATH EXISTING CONCRETE
15. SOIL PROTECTION MEASURES

TOTAL BUDGET PRICE FOR THE ABOVE WORK: \$*10,000.00 (Seven Hundred Ten Thousand and 00/100 Dollars)

Final Contract Price equals the Base Price plus the sum of all agreed upon Alternates and is payable 50% down upon execution of the Bid Proposal and the balance due "Net 30 days" upon receipt of Final Invoice. Interest at 1.5 % per month shall apply on all late or unpaid balances.

ALTERNATES BELOW NOT INCLUDED IN BASE BID PRICING ABOVE:

1. Cap sewer prior to demo within property line (if applicable) ADD: \$2,200.00 Per Cap
2. Remove and dispose 1 story assumed slab on grade (4) 20,500 SF Provincinate Building Budget: \$112,750.00

Thank you for the opportunity to quote this project. We hope to be of service to you in the near future.

Sincerely,
 Scott Knoll
 President
 sknoll@bluestar-demol.com
 4

*If accepted, please have an authorized agent / properly sworn sign this proposal indicating the acceptance of the work to be completed and the cost for said project. Please then return a copy to Blue Star, Inc. so that we may proceed with this project. Thank You.

ACCEPTED BY:

Signature & Title

Date

Printed Name & Title

Addendum C

Comparable Data

Location & Property Identification

Property Name: Former School Site
 Sub-Property Type: Residential
 Address: 28201 Lyndon St.
 City/State/Zip: Livonia, MI 48154
 County: Wayne
 Market Orientation: Suburban
 Property Location: E. of Middlebelt, S. of 5 Mile
 IRR Event ID: 2539423



Sale Information

Sale Price: \$852,000
 Effective Sale Price: \$852,000
 Sale Date: 12/16/2020
 Sale Status: In-Contract
 Eff. Price/Unit: \$23,027 /Approved Lot
 \$/Acre(Gross): \$67,034
 \$/Land SF(Gross): \$1.54
 \$/Acre(Usable): \$67,034
 \$/Land SF(Usable): \$1.54
 Grantor/Seller: Livonia Public Schools
 Grantee/Buyer: Adams Park Development
 Property Rights: Fee Simple
 Financing: Cash to seller
 Terms of Sale: Arm's Length
 Verified By: Constantino G. Naoum
 Verification Date: 12/16/2020
 Confirmation Source: Bill Bowman
 Verification Type: Confirmed-Seller Broker

Topography: Level
 Frontage Feet: 728
 Frontage Desc.: Lyndon Road
 Density-Unit/Gross Acre: 2.91
 Density-Unit/Usable Acre: 2.91
 Zoning Code: R-1
 Zoning Desc.: Single-Family
 Utilities Desc.: All Available
 Source of Land Info.: Public Records

Comments

The property will be able to accommodate 35-40 home sites. Expected to close by the spring of 2021.
 The property was formerly improved with Adams Elementary and zoned for public use. The property will be rezoned to R-1, Single-Family Residential which requires a minimum lot area of 7,200 SF (60' x 120'). Located in the Livonia school district.

Improvement and Site Data

Legal/Tax/Parcel ID: 46-096-99-0004-000 & 46-095-99-0011-000
 Acres(Usable/Gross): 12.71/12.71
 Land-SF(Usable/Gross): 553,647/553,647
 Usable/Gross Ratio: 1.00
 No. of Units/Unit Type: 37/Approved Lots
 Shape: Rectangular

Former School Site



Location & Property Identification

Property Name: Proposed Gramercy Ridge Subdivision

Sub-Property Type: Residential

Address: 29410 W. 14 Mile Rd.

City/State/Zip: West Bloomfield Township, MI 48334

County: Oakland

Market Orientation: Suburban

Property Location: NW corner of 14 Mile and Middlebelt Road

IRR Event ID: 2490636



Sale Information

Sale Price: \$2,460,000

Effective Sale Price: \$2,685,822

Sale Date: 11/25/2019

Sale Status: Closed

Eff. Price/Unit: \$51,650 /Unit

\$/Acre(Gross): \$281,238

\$/Land SF(Gross): \$6.46

\$/Acre(Usable): \$281,238

\$/Land SF(Usable): \$6.46

Grantor/Seller: EEL, LLC

Grantee/Buyer: Hunter Pasteur Homes Gramercy Ridge

Portfolio Sale: No

Property Rights: Fee Simple

% of Interest Conveyed: 100.00

Rent Controlled: No

Verified By: Maxwell G. Katsarelas

Verification Date: 08/18/2020

Confirmation Source: Wendy Taylor, Hunter Pasteur Homes

Verification Type: Confirmed-Buyer

Sale Analysis

Conditions of Sale Adj.: \$225,822.00

Adjust. Comments: Demolition Expense

Improvement and Site Data

MSA: Detroit-Warren-Dearborn, MI

Legal/Tax/Parcel ID: 18-35-477-077

Acres(Usable/Gross): 9.55/9.55

Land-SF(Usable/Gross): 415,998/415,998

Usable/Gross Ratio: 1.00

Total Parking Spaces: 223

Parking Ratio(/Unit): 4.29

Shape: Flag

Topography: Level

Corner Lot: Yes

Frontage Desc.: 14 Mile Rd.

AccessibilityRating: Average

Visibility Rating: Average

Density-Unit/Gross Acre: 5.45

Density-Unit/Usable Acre: 5.45

Zoning Code: RM

Zoning Desc.: Multiple-Family Residential

Flood Plain: No

Flood Zone Designation: X

Comm. Panel No.: 26125C0514F

Date: 09/29/2006

Utilities Desc.: All available

Proposed Gramercy Ridge Subdivision



Improvement and Site Data (Cont'd)

Source of Land Info.: Engineering Report

Comments

Former Eagle Elementary site that was demolished for 52 attached condominiums.

Location & Property Identification

Property Name: Proposed Liberty Hill Subdivision

Sub-Property Type: Residential

Address: 32795 W. 10 Mile Road

City/State/Zip: Farmington, MI 48336

County: Oakland

Market Orientation: Suburban

IRR Event ID: 2538509



Sale Information

Sale Price: \$250,000

Effective Sale Price: \$340,000

Sale Date: 11/07/2018

Sale Status: Closed

\$/Acre(Gross): \$87,559

\$/Land SF(Gross): \$2.01

\$/Acre(Usable): \$87,559

\$/Land SF(Usable): \$2.01

\$/Unit: \$24,286 /Unit

Grantor/Seller: City of Farmington

Grantee/Buyer: 10 Mile Development Group, LLC

Property Rights: Fee Simple

% of Interest Conveyed: 100.00

Financing: Cash to seller

Verified By: Maxwell G. Katsarelas

Verification Date: 12/15/2019

Confirmation Source: Buyer

Verification Type: Confirmed-Buyer

MSA: Detroit-Warren-Dearborn, MI

Legal/Tax/Parcel ID: 20-23-27-126-004

Acres(Usable/Gross): 3.88/3.88

Land-SF(Usable/Gross): 169,150/169,150

Usable/Gross Ratio: 1.00

No. of Units (Potential): 14

Shape: Irregular

Topography: Level

Corner Lot: No

Frontage Feet: 422

Frontage Desc.: 10 Mile Road

Frontage Type: 2 way, 1 lane each way

Traffic Control at Entry: None

Visibility Rating: Average

Zoning Code: R-1

Zoning Desc.: Single-Family Residential

Flood Plain: No

Flood Zone Designation: X

Comm. Panel No.: 26125C0651F

Date: 06/29/2006

Source of Land Info.: Engineering Report

Sale Analysis

Other Adj.: \$90,000

Adjust. Comments: Demolition

Improvement and Site Data

Comments

Proposed detached condominium development with 14 single-family homes.

Location & Property Identification

Property Name: Vacant Land
 Sub-Property Type: Residential
 Address: W. Pontiac Trail
 City/State/Zip: Wixom, MI 48393
 County: Oakland

 Market Orientation: Suburban
 Property Location: N. of Pontiac Trail, E. of Wixom Road

 IRR Event ID: 2539401



Sale Information

Sale Price: \$900,000
 Effective Sale Price: \$810,000
 Sale Date: 08/01/2018
 Sale Status: Closed
 Eff. Price/Unit: \$27,000 /Approved Lot
 \$/Acre(Gross): \$180,000
 \$/Land SF(Gross): \$4.13
 \$/Acre(Usable): \$180,000
 \$/Land SF(Usable): \$4.13
 Grantor/Seller: Guy Rizzo
 Grantee/Buyer: Robertson Brothers
 Property Rights: Fee Simple
 Financing: Cash to seller
 Terms of Sale: Arm's Length
 Verified By: Constantino G. Naoum
 Verification Date: 12/16/2020
 Confirmation Source: Robertson Brothers
 Verification Type: Confirmed-Buyer

Land-SF(Usable/Gross): 196,020/196,020
 Usable/Gross Ratio: 1.00
 No. of Units/Unit Type: 30/Approved Lots
 Shape: Irregular
 Topography: Level
 Density-Unit/Gross Acre: 6.67
 Density-Unit/Usable Acre: 6.67
 Zoning Code: Village Center
 Utilities Desc.: All Available
 Source of Land Info.: Other

Comments

Currently being improved with the Encore @ Tribute containing 30 sites that have typical dimensions of 55' x 120'. Home prices in the \$300,000's range. The sale include various approvals that the buyer estimated at \$3,000/site or \$90,000.

Sale Analysis

Other Adj.: -\$90,000
 Adjust. Comments: Entitlements

Improvement and Site Data

Acres(Usable/Gross): 4.50/4.50

Vacant Land



Location & Property Identification

Property Name: Vacant Land
 Sub-Property Type: Residential, Residential Subdivision
 Address: 29150 Farmington Rd.
 City/State/Zip: Farmington Hills, MI 48334
 County: Oakland
 Market Orientation: Suburban
 Property Location: E side of Farmington Road, just south of 13 Mile Road
 IRR Event ID: 2306472



Sale Information

Sale Price: \$285,000
 Effective Sale Price: \$385,000
 Sale Date: 05/15/2018
 Sale Status: Closed
 Eff. Price/Unit: \$38,500 /Unit
 \$/Acre(Gross): \$103,217
 \$/Land SF(Gross): \$2.37
 \$/Unit: \$38,500 /Unit
 Grantor/Seller: RNS Land Holdings, LLC
 Grantee/Buyer: Farmington 13, LLC
 Property Rights: Fee Simple
 Financing: Cash to seller
 Verified By: Maxwell G. Katsarelis
 Verification Date: 12/26/2019
 Confirmation Source: Isam Yaldo, 248.521.0978
 Verification Type: Confirmed-Buyer

Acres(Gross): 3.73
 Land-SF(Gross): 162,478
 No. of Units (Potential): 10
 Shape: Irregular
 Topography: Level
 Corner Lot: No
 AccessibilityRating: Average
 Visibility Rating: Average
 Density-Unit/Gross Acre: 2.68
 Zoning Code: RA-2
 Zoning Desc.: Single-Family Residential
 Utilities Desc.: All available
 Source of Land Info.: Public Records

Comments

Property is the former Kendallwood Swim Club. Buyer plans to construct 10-single family residential homes on the site. Demolition of the existing swim club, parking lot and other improvements are estimated at \$100,000.

Sale Analysis

Other Adj.: \$100,000
 Adjust. Comments: Demolition
 Sale Price Includes FF&E? No

Improvement and Site Data

Legal/Tax/Parcel ID: 22-23-10-101-002

Vacant Land



Addendum D

Engagement Letter

Integra Realty Resources
www.integra-rr.com

420 North Main Street
Suite 400
Farmington Hills, MI 48334

T 248.549.0243
F 248.549.0256
info@irr.com



December 9, 2020

Mark Perkosi
Edward Rose & Sons
Director of Land Acquisition and Planning
38525 Woodward Avenue
Bloomfield Hills, MI 48304

Via Email: mark_perkosi@edwardrose.com

SUBJECT: Proposal/Authorization for Valuation and Consulting Services
3.91 Acres of Land (site plan attached identifying parcel)
Eleven Mile Road
Farmington Hills, MI

Dear Mr. Perkosi:

Integra Realty Resources – Detroit ("Integra – Detroit"), appreciates the opportunity to provide this proposal for valuation and counseling services to Edward Rose and Sons (the "Client") for the above-captioned Property.

It is our mutual understanding that the purpose of this appraisal is to provide an opinion of the market value as is of the fee simple estate in the Subject Property and that the intended use of the reports is for disposition purposes.

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.



December 9, 2020

Page 2 of 5

The appraisal will be in conformance with and subject to, the Standards of Professional Practice and Code of Ethics of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation.

The appraisal will consider all applicable approaches to value as determined during the course of our research, analysis and reporting.

Our fee for this assignment will be \$2,450. The retainer for this assignment will be waived. The reports will be completed and delivered to you within 30 days from our receipt of this fully executed engagement letter and the information requested in **ATTACHMENT I**.

Additional fees will be charged on an hourly basis for any work which exceeds the scope of this proposal, including performing additional valuation scenarios, and/or additional research.

In order to complete this assignment in the designated time, we will require as much of the available information as possible, as identified in **ATTACHMENT I**, within five business days after the execution of this engagement letter. Further, the inspection of the property has to occur within a reasonable period of time. Any delays in the receipt of this information or in the access to the Property will automatically extend the final delivery date of the reports as proposed. Furthermore, the appraisal reports and conclusions therein will be predicated upon the accuracy and completeness of the information provided by the Client and set forth in Attachment II. In the absence of some of this information, the appraisers will attempt to obtain this information from other sources and/or may require the use of Extraordinary Limiting Conditions and Assumptions within the appraisal reports.

The appraisal reports will be limited by our standard Assumptions and Limiting Conditions and any Extraordinary Assumptions and Limiting Conditions, which become apparent or necessary during the course of the assignment.

The purpose of the appraisal reports is to estimate the market value of the Subject Property on behalf of the Client as the intended user of the appraisal reports. The intended use of the appraisal reports is to assist the Client in evaluating the Subject Property for disposition purposes. Without first obtaining our prior written consent, the use of the appraisal reports by anyone other than the Client is prohibited. Accordingly, the appraisal reports will be addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal reports (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal reports (even if their reliance was foreseeable).

In the event the Client provides a copy of this appraisal to, or permits reliance thereon by, any person or entity not authorized by Integra – Detroit, the Client agrees to indemnify and hold harmless Integra – Detroit, its affiliates and its shareholders, directors, officers and employees,

December 9, 2020

Page 3 of 5

from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the review appraisal by any such unauthorized person or entity.

If the appraisal is referred to or included in any offering material or prospectus, the appraisal shall be deemed referred to or included for informational purposes only and Integra - Detroit, its employees and the appraisers have no liability to such recipients. Integra - Detroit disclaims any and all liability to any party other than the Client which retained Integra - Detroit to prepare the appraisal.

If this proposal is acceptable, please authorize us to proceed by executing this letter agreement where noted below, initial all attachments where indicated in the lower right-hand corner, and returning one copy to the undersigned. Thank you for considering us for this assignment and we look forward to working with you. Please call if you wish to discuss this proposal or the assignment any further.

Sincerely,

INTEGRA REALTY RESOURCES - DETROIT



Donald L. Selvidge, MAI
Senior Managing Director

AGREED & ACCEPTED THIS 10th DAY OF DECEMBER, 2020.

BY: COMPANY NAME


AUTHORIZED SIGNATURE

MACK PERKOSKI
NAME (PRINT)
DIR. OF Mkt. & Planning



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: September 14, 2026

DEPT: Human Resources

RE: Wage Reopener with Paid-On-Call Fire Fighters (FAOM) for Tentative Agreement

ADMINISTRATIVE SUMMARY

- The current collective bargaining agreement (CBA) between the City and Paid-On-Call Fire Fighters (FAOM) is in effect through June 30, 2028. The CBA included a wage reopener, to be bargained between the City and FAOM, which would become effective as of July 1, 2026.
- Accordingly, the Tentative Agreement is being brought forth together for consideration and approval by the City Council.
- Upon expiration of the current CBA in 2028; wages, hours, and conditions will be negotiated in the full successor agreement.
- The Tentative Agreement for the wage reopener included the following key terms:

Effective **July 1, 2026**, all bargaining unit wage rates shall be increased by **two percent (2.0%)**.

Effective **July 1, 2027**, all bargaining unit wage rates shall be increased by an additional **two percent (2.0%)**.

The wage schedules contained within the successor Collective Bargaining Agreement shall be updated accordingly.

- Upon expiration of the current CBA in 2028; wages, hours and conditions will be negotiated in the full successor agreement.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

RECOMMENDATION

In view of the collective bargaining that has taken place, and the tentative settlement outlined herein, it is hereby recommended that the following resolution be adopted by the City Council:

Resolve that Acting City Manager be authorized to sign the Tentative Agreement with the Paid-On-Call Fire Fighters (FAOM), ratified by the parties and outlined herein, Acting City Manager's Report dated September 14, 2026.

#

Prepared by: Lori Brown, Human Resources Director

Reviewed by: Karen Mondora, Acting City Manager
Thomas Skrobola, Finance Director
Jon Unruh, Fire Chief

Executive Approval: Karen Mondora, Acting City Manager



TENTATIVE AGREEMENT
Between the City and the Paid-On-Call Firefighters Union

This Tentative Agreement ("Agreement") is entered into between the **City of Farmington Hills ("Employer")** and the **Paid-On-Call Firefighters Union ("Union")** as the result of negotiations for a successor Collective Bargaining Agreement ("CBA").

The Parties acknowledge that the following items have been tentatively agreed upon, subject to ratification by the Union, approval by the City Council (or other governing authority as required), and execution of the successor Collective Bargaining Agreement.

1. Term of Agreement

The Parties agree that the successor Collective Bargaining Agreement shall remain in effect for the negotiated contract term as agreed by the Parties, except as modified below.

2. General Wage Adjustment

Effective **July 1, 2026**, all bargaining unit wage rates shall be increased by **two percent (2.0%)**.

Effective **July 1, 2027**, all bargaining unit wage rates shall be increased by an additional **two percent (2.0%)**.

The wage schedules contained within the successor Collective Bargaining Agreement shall be updated accordingly.

3. All Other Contract Provisions

Except as specifically modified herein, all wages, hours, terms, and conditions of employment contained within the existing Collective Bargaining Agreement shall remain unchanged until incorporated into the successor Agreement.

4. Complete Agreement

This Tentative Agreement represents the complete understanding of the Parties regarding the items addressed herein.

No additional agreements, understandings, or modifications shall be binding unless reduced to writing and executed by both Parties.

Both parties understand and agree that the above modifications are the only items that shall amend the current collective bargaining agreement.

IN WITNESS WHEREOF, the parties have executed this Tentative Agreement on the date indicated below.

Date: 8/4/2026

For the City of Farmington Hills



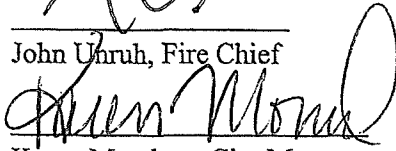
Thomas Skrobola, Finance Director



Lori Brown, HR Director

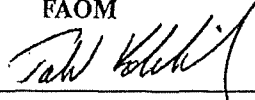


John Unruh, Fire Chief



Karen Mondora, City Manager

FAOM



Todd Kolchinsky, Local Union Representative



Michael Gerald, FAOM Business Agent



CITY CLERK'S REPORT TO MAYOR AND COUNCIL

DATE: September 14, 2026

DEPT: City Clerk

RE: Adoption of a Resolution Recognizing People For A Better Life as a Non-Profit Organization for the Purpose of Obtaining a Charitable Gaming License through the State of Michigan

ADMINISTRATIVE SUMMARY

- The City has received a request from Dr. Nidhal Garmo, founder and President of People For A Better Life (a nonprofit corporation doing business under the assumed name One World Medical Mission), requesting City Council to adopt a formal resolution recognizing them as a non-profit organization operating in the community. The organization is located at 31842 Bristol Lane, Farmington Hills.
- People For A Better Life provides medical and humanitarian assistance to refugees, internally displaced people, individuals with disabilities, and families affected by war, poverty, illness, and other humanitarian crises.
- The organization raises funds for charitable activities such as purchasing food baskets and acquiring refurbished medical and surgical equipment and supplies, and to pay the costs associated with shipping those supplies internationally.
- As part of their fundraising efforts, People For A Better Life will be hosting Charity Bingo Nights on Thursday Nights at Paradise Banquet Hall in Utica.
- To be eligible for a charitable gaming license, the organization must be recognized as a non-profit organization by the community in which they are located.
- The organization has provided verification of their status as a tax-exempt organization as described in Section 501(c)(3) of the Internal Revenue Code and has been classified as a public charity.

RECOMMENDATION

IT IS RESOLVED, that City Council hereby approves the Local Governing Body Resolution for Gaming Licenses Issued by the Bureau of State Lottery, recognizing People For A Better Life as a non-profit organization operating in the community for the purpose of obtaining a Charitable Gaming License.

Respectfully submitted,

Carly Lindahl, City Clerk



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103a(i)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R4/24)

September 2, 2026

Mayor and Members of the City Council
City of Farmington Hills
31555 West Eleven Mile Road
Farmington Hills, Michigan 48336

Re: Request for Resolution Recognizing People for a Better Life as a Nonprofit Organization in the Community

Dear Mayor and Members of the City Council:

On behalf of People for a Better Life, a Michigan nonprofit corporation doing business under the assumed name One World Medical Mission ("OWMM"), we respectfully request that the Farmington Hills City Council adopt a resolution recognizing People for a Better Life as a nonprofit organization operating in and serving the community. This resolution is being requested in connection with the organization's application for a charitable gaming license, through which the organization seeks to conduct bingo as an additional means of raising funds to support its charitable mission.

Who we are:

People for a Better Life has been recognized by the Internal Revenue Service as a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code since 2013. One World Medical Mission is not a separate organization; rather, it is the assumed name under which People for a Better Life conducts its humanitarian and charitable activities. Accordingly, references to One World Medical Mission or "OWMM" refer to the charitable programs and activities of People for a Better Life.

What we do:

For approximately twenty (20) years, People for a Better Life, through OWMM, has provided medical and humanitarian assistance to refugees, internally displaced people, individuals with disabilities, and families affected by war, poverty, illness, and other humanitarian crises. The organization was founded by its current President, Nidhal Garmo, R.Ph., who has personally traveled to areas served by the organization to oversee and participate in the distribution of humanitarian and medical assistance.

Among its charitable activities, the organization raises funds to purchase food baskets and partners with organizations located in areas of need to facilitate the direct distribution and delivery of food and other humanitarian aid to families. The organization also raises funds to acquire refurbished medical and surgical equipment and supplies from charitable partners in the United States, including World Medical Relief in Southfield, Michigan, and to pay the costs associated with shipping those supplies internationally to refugees, displaced families, and other individuals in need.

Over the course of its mission, the organization has distributed more than 7,000 wheelchairs, walkers, and other medical and mobility-assistance items to individuals with disabilities, including individuals who have suffered amputations and those living with congenital conditions. The organization also collects new

winter clothing from Michigan communities, churches, and other supporters for shipment and distribution to refugees and displaced families facing harsh living conditions.

To date, People for a Better Life, through OWMM, has organized and shipped approximately twenty-three (23) large containers of medical supplies, surgical supplies, mobility equipment, clothing, and other humanitarian assistance to individuals and families affected by war and humanitarian crises in Iraq and other countries.

The organization's fundraising efforts allow it to continue these programs and to partner with other charitable organizations in the United States and abroad to obtain, transport, and distribute needed supplies. The ability to conduct charitable bingo would provide an additional source of fundraising revenue to help People for a Better Life continue the humanitarian mission it has carried out for approximately twenty years.

What we are asking:

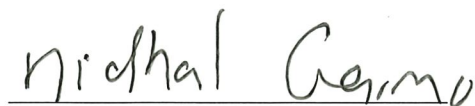
Representatives of People for a Better Life intend to attend an upcoming City Council meeting to present this request and answer any questions the City Council may have. We respectfully request that this matter be placed on the appropriate City Council agenda and that the City Council adopt the resolution required to recognize People for a Better Life d/b/a One World Medical Mission as a nonprofit organization in the Farmington Hills community for purposes of its charitable gaming application.

People for a Better Life is proud of the humanitarian work it has performed over the past twenty years and hopes that charitable bingo will provide an additional means of supporting and continuing that work for individuals and families in need.

Thank you for your consideration of this request and for your service to the Farmington Hills community. Please contact the undersigned if the City Council or City administration requires any additional documentation or information in connection with this request.

Very truly yours,

PEOPLE FOR A BETTER LIFE d/b/a ONE WORLD MEDICAL MISSION



By: Nidhal Garmo

Its: President

9-2-2026

Enclosures:

Articles of Incorporation and Amended Articles of Incorporation

Bylaws

IRS Determination Letter

Form 990

PEOPLE FOR A BETTER LIFE

NONPROFIT FUNDRAISER

— CHARITY —
BINGO
— NIGHT —



One World Medical Mission • owmm.org

Come out and enjoy a night of

BIG PRIZES!

For more information, contact
Nidhal Garmo

(248) 790-7848

EVERY THURSDAY NIGHT

Hosted by People for a Better Life

PARADISE BANQUET HALL

13461 Hall Road
Utica, MI 48315

*Support a nonprofit organization
that helps many families in need.*



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 9/14/2026

DEPT: Special Services

RE: Consideration of Employment for Troy Lamey

ADMINISTRATIVE SUMMARY

- The Department of Special Services has followed all City policies and procedures in establishing an eligibility list of qualified candidates. This includes advertising in the local newspapers, posting on websites and on social media, and distribution of job announcements at Farmington Public Schools and Oakland County Community College. A thorough investigation of the applicant's credentials and a personal interview were conducted. Providing applicants are equally qualified, residents receive preference for employment opportunities.
- Occasionally we have some difficulty finding qualified applicants for part-time positions because they may require certain qualifications or specialized training/certification and the work hours typically include nights and/or weekends. Therefore, in view of meeting the established criteria and being the most qualified applicant, the Department of Special Services respectfully requests the City Council's approval of Troy Lamey.

Name: Troy Lamey

Position Applied For: Swim Leader

Number of Employees Needed in this Position: 2

Date Position Posted: 10/1/2024 Open Until: Filled

Number of Applicants for this position: 2

Number of Applicants Interviewed: 2

Salary: \$13.73/hr

Relationship: Troy Lamey is the brother of Adriana Lamey, who is employed in the Recreation Division of Special Services.

Justification: Troy Lamey is the most qualified applicant and is available to begin work immediately.

RECOMMENDATION

IT IS RESOLVED, that the City Council of Farmington Hills hereby approves an employment request per Section 10.01A of the City Charter for Troy Lamey, who is related to an employee of the City, Adriana Lamey, who is a Swim Instructor for Special Services.

Prepared by: Stephen Dowhan, Recreation Supervisor - The Hawk

Department Approval: Ted Davis, Director of Special Services

Executive Approval: Karen Mondora, Acting City Manager



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 09/14/2026

DEPT: SPECIAL SERVICES

RE: REPLACEMENT OF THE DESICCANT WHEELS IN ARENA A AND B

ADMINISTRATIVE SUMMARY

- The Farmington Hills Ice Arena has two original Munters brand dehumidification units that were installed in 1995 for both Arena A and Arena B. In 2015 and 2016 the desiccant wheels inside the Arena A and B dehumidifiers were replaced. The desiccant wheels are responsible for extracting the moisture out of the air in the arena before it is recirculated. The wheel size is approximately 5' radius and weighs about 250lbs. These identical units operate separately. They cannot dry both rinks if one goes down. The normal expected lifespan of the wheel, seals, belts, and support rollers is 8-10 yrs. We have now passed life expectancy for both wheels. Without the wheels in operation, the rinks will fog up and begin to drip moisture from the steel ceiling girders.
- A quote was obtained for the repairs direct from Munters Corporation. Munters Corporation is the original equipment manufacturer (OEM) of the systems in use. As such, Munters possesses proprietary knowledge, technical expertise, and access to specialized tools, software, and replacement parts required to properly service and maintain this equipment.
- Funding is available in the City Wide Facility Improvements Fund.

RECOMMENDATION

IT IS RESOLVED that the City Council of Farmington Hills authorizes the Acting City Manager to execute a purchase order to Munters Corporation in the amount of \$122,066.78 (\$110,969.80 plus a 10% contingency cost of \$11,096.98 for unforeseen costs once the project starts) for desiccant wheel replacements at the Farmington Hills Ice Arena.

###

Prepared by: Dan Phelps, Ice Arena Manager
Prepared by: Brian Moran, Deputy Director
Reviewed by: Michelle Aranowski, Director of Central Services
Reviewed by: Ted Davis, Director of Special Services
Approved by: Karen Mondora, Acting City Manager



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 9/14/2026

DEPT: FIRE

RE: PURCHASE OF TWO AMBULANCES

ADMINISTRATIVE SUMMARY

- Sealed proposals for Ambulance and Emergency Medical Service were advertised, publicly opened and read aloud by Sourcewell - a State of Minnesota local government unit and service contract cooperative - on December 21, 2023. Forty-three (43) firms expressed interest, of which eleven (11) submitted proposals. The Sourcewell Board awarded a contract to REV Group, Inc., for Horton ambulance and emergency vehicles. The authorized Horton dealership for Indiana and Michigan is Emergency Vehicles Plus of Holland, Michigan. Participating in a cooperative purchasing program provides access to local dealers with national buying power, allowing the city to achieve maximum cost saving on purchases.
- Fire Department staff, in coordination with DPW personnel, have elected to request two (2) vehicles consistent with the current Squad (ambulance) fleet, as outlined in the 2026-2027 Capital Budget. The specification submitted through Sourcewell includes a Ford F-550 chassis with a two-year extended warranty, paired with a patient module measuring at least 96" × 167" and covered by a two-year manufacturer's warranty. The requested delivery date is on or before June 30, 2027.
- The current market for these types of vehicles is extremely challenging. Production delays, parts shortages, and limited-service capacity are common, and after-delivery support can be affected by staffing and training constraints. Because it is critical to keep emergency vehicles in reliable, continuous operation, it is essential to partner with companies that provide exceptional delivery, service, and technical support. Emergency Vehicles Plus, representing Horton ambulances and emergency vehicles, meets these criteria and has demonstrated the capability to support our operational needs.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

- Staff is recommending the City accept the Sourcewell pricing option, offered by Emergency Vehicles Plus/Horton. Funding for this purchase is available in the 2026/27 Capital Improvement Fund.

RECOMMENDATION

- In view of the above, it is recommended that City Council authorize the Acting City Manager to issue a purchase order to Emergency Vehicles Plus representing Horton, for two new ambulances, in the amount of \$414,019.00 per unit for a total purchase price of \$828,038.00.

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Prepared by: Nikki Lumpkin, Senior Buyer

Jason Olszewski, Deputy Fire Chief

Reviewed by: Michelle Aranowski, Director of Central Services

Reviewed by: Jon Unruh, Fire Chief

Approved by: Karen Mondora, Acting City Manager



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 09/14/2026

DEPT: CITYWIDE

RE: PURCHASE OF FLEET VEHICLES

ADMINISTRATIVE SUMMARY

- Each year the City of Farmington Hills participates in cooperative or extendable bids with various agencies including the State of Michigan & Macomb County who are members of the Michigan Intergovernmental Trade Network (MITN Cooperative). Cooperative or extendable bids have proven to be cost effective for the City due to the volume created by the cooperative process.
- Each year staff conducts a fleet evaluation during the budget process and replacements are requested based upon the overall condition of a vehicle and available funding. Some vehicles serve multiple departments as they are cycled throughout the City.
- Each vehicle purchased includes a minimum of three years or 36,000-mile manufacturer's warranty.
- Please note that, due to fluctuations in market conditions, the City may need to substitute certain vehicle features, which could impact the final cost. To address this potential variability, pricing is listed as "Not to Exceed" and may be lower once the vehicle builds are finalized. Funding for each vehicle is budgeted and available in FY 2026-2027 Capital Budget, Parks Millage Budget, and Public Safety Millage Budget.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

PURCHASE SUMMARY

Department	Awarded Dealer	Model	Qty	Not to Exceed Unit Price	Not to Exceed Total	Planned Replacement
Fire	Lunghamer Ford of Owosso	2027 Ford F-150 Police Responder Super crew 4X4	1	\$52,406	\$52,406	(1) #2304 2017 Ford Explorer 108,100 Miles
Fire	Lunghamer Ford of Owosso	2027 Ford F-250 Crew Cab 4X4 Lariat Pickup 6 ¾ Box	1	\$68,268	\$68,268	(1) #2300 2016 Ford Explorer 109,300 Miles
Fleet and Pool Vehicles	LaFontaine Automotive Group	2027 GMC Terrain AWD	3	\$30,410	\$91,230	(1) #407 2017 Ford Fusion 64,192 Miles, (1) #9409 2016 Chevrolet Impala 61,052 Miles, (1) #502 2015 Ford Focus 25,996 Miles
Parks and Recreation	Lunghamer Ford of Owosso	2027 Ford F-250 Crew Cab	1	\$49,766	\$49,766	(1) #212 2021 GMC Sierra 67,360 Miles
Parks and Recreation	Berger Chevrolet	2027 Chevrolet Colorado 4X4	1	\$35,988	\$35,988	(1) #620 2017 GMC Canyon 44,839 Miles
Police	Berger Chevrolet	2026 Chevrolet Tahoe 4WD	6	\$57,162	\$342,972	(1) #857 2020 Chevy Tahoe 120,555 Miles, (1) #870 2016 Ford Explorer 92,205 Miles, (1) 879 2024 Ford Explorer 86,510, (1) 897 2023 Chevy Tahoe 94,971 Miles, (1) 883 2023 Dodge Durango 70,970, (1) 811 2018 Chevy Tahoe 94,350 Miles



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

Department	Awarded Dealer	Model	Qty	Not to Exceed Unit Price	Not to Exceed Total	Planned Replacement
Police	Berger Chevrolet	2026 Chevrolet Traverse LT AWD	3	\$40,047	\$120,141	(1) #807 2024 Ford Edge (totaled in crash), (1) #839 2018 Ford Escape (blown engine), (1) #824 2017 Ford Taurus Converted into PIT Training Car 99,707 Miles
Police	Lunghamer Ford of Owosso	2027 Ford Explorer 4X4 Active	3	\$42,340	\$84,680	(1) #848 2017 Ford Taurus Converted into PIT Training Car 68553 Miles, (1) #883 2021 Chevy Equinox 127,595 Miles, (1) 853 2020 Chevy Equinox 99,707
Public Services	Lunghamer Ford of Owosso	2027 Ford F250 Crew cab	2	\$43,766	\$99,532	(1) #9205 2018 GMC Sierra 2500 54,686 Miles, (1) #9219 2017 GMC Sierra 2500 69,174 Miles
Public Services	Lunghamer Ford of Owosso	2027 Ford Expedition	1	\$68,224	\$68,224	(1) #206 2022 GMC Yukon 75,000 Miles

RECOMMENDATION

Based on the above information, it is recommended that City Council authorize the Acting City Manager to issue purchase order(s) as follows:

- 1) To Lunghamer Ford of Owosso for nine (9) vehicles in the amount of \$422,876.
- 2) To LaFontaine Automotive Group for three (3) vehicles in the amount of \$91,230.
- 3) To Berger Chevrolet for ten (10) vehicles in the amount of \$499,101.

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CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

Prepared by:	Michelle Aranowski, Director of Central Services
Reviewed by:	Derrick Schueller, DPW Superintendent
Reviewed by:	Jacob Rushlow, Director of Public Services
Reviewed by:	Jon Unruh, Fire Chief
Reviewed by:	John Piggott, Police Chief
Approved by:	Karen Mondora, Acting City Manager



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 9/14/2026

DEPT: SPECIAL SERVICES - GOLF DIVISION

RE: PURCHASE OF HATSUTA CORE SWEEPER

ADMINISTRATIVE SUMMARY

- The Golf Division recommends the purchase of a specialized core sweeper for the collection of aeration cores, grass clippings, top-dressing sand, thatch, and other turf debris from the golf course and/or turf areas.
- The Hatsuta HS806U Core Sweeper has been identified as meeting our specific operational requirements. Hatsuta manufactures the HS806U specifically for turf and green-space maintenance applications. It is a self-propelled, three-wheel machine with an 18 HP engine, 31.5-inch (800 mm) sweeping width, 12-cu.-ft. hopper, and hydraulic high-lift dumping system.
- The Hatsuta HS806U Core Sweeper incorporates a combination of features that are critical to the Department's intended use. These features are not being sought merely as general equipment preferences. They are necessary to accomplish the Department's turf-maintenance operations efficiently while minimizing damage to finished turf surfaces and reducing the manual labor associated with collection and disposal of aeration cores and other debris. It has been determined that substituting equipment that does not provide these combined capabilities would reduce operational efficiency and could increase labor requirements and the potential for turf damage.
- Alternative equipment may be capable of performing individual functions such as sweeping or debris collection; however, we require the combined ability to: Collect aeration cores efficiently; Operate on finished turf with minimal surface damage; Maneuver effectively in confined turf areas; Collect grass clippings and top-dressing material in addition to cores; Provide an adequate collection capacity; and Hydraulically elevate the collection hopper for efficient unloading. The Hatsuta HS806U Core Sweeper is the **only sweeper** that includes all these capabilities in a single piece of equipment.
- A two-year warranty for all parts and labor was required as part of the specifications. The equipment will be stored at Parks and Golf Maintenance Building.
- Funding for this equipment package is budgeted through the Special Services Capital Improvement Fund.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

RECOMMENDATION

- IT IS RESOLVED, the City Council authorizes the Acting City Manager to issue a purchase order in the amount of \$39,500.00 for this Hatsuta Core Sweeper, to Revels Turf & Tractor and to take delivery of the equipment from them as an authorized dealer.

Prepared by: Jim Priebe, Golf Course Supervisor

Reviewed by: Michelle Aranowski, Director of Central Services

Reviewed by: Ted Davis, Director of Special Services

Approved by: Karen Mondora, Acting City Manager



Hatsuta Core Collector

Quote # 2132340

Exp. 25-Sep-2026

Balance Due
\$39,500.00**Prepared For**

FARMINGTON HILLS GOLF CLUB

38111 INTERCHANGE DR
FARMINGTON, MI 483351035**Prepared By**RUSTY WILLARD
200 Veterans Drive
FOWLERVILLE, MI 48836
Phone: 888-959-8873
Mobile Phone: 616-485-2545

Description	QTY	Selling Price
Hatsuta Core Sweeper	1	\$39,500.00
Subtotal		\$39,500.00
Total Selling Price		\$39,500.00
Total Tax		\$0.00
Sub Total		\$39,500.00
Balance Due		\$39,500.00



JOHN DEERE

Configurations

Hatsuta Core Sweeper

QTY 1

Extended Selling Price
\$39,500.00



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 9/14/2026

DEPT: SPECIAL SERVICES - GOLF DIVISION

RE: PURCHASE OF NEW RAIN BIRD PUMP STATION FOR FHGC BACK NINE HOLES

ADMINISTRATIVE SUMMARY

- The new Rain Bird Pump Station will replace the existing, outdated system currently serving the back nine holes. The existing station has reached the end of its service life, and many of its components are no longer available for replacement. In addition to irrigating the back nine holes, the current pump station also has the capability to transfer water to the settling pond for irrigating the front nine or to directly irrigate those holes as needed.
- Mid-Ohio Electric Co., Inc. is currently the **exclusive** distributor in the state of Michigan for selling and installing Rain Bird Pump Stations.
- A three-year warranty for all parts was required as part of the specifications from the time of start-up. A one-year warranty for all labor was required as part of the specifications from the time of start-up. The pump station will be installed in the Back 9 Pump House at the Farmington Hills Golf Club.
- Funding for this equipment package is budgeted through the Special Services Capital Improvement Fund.

RECOMMENDATION

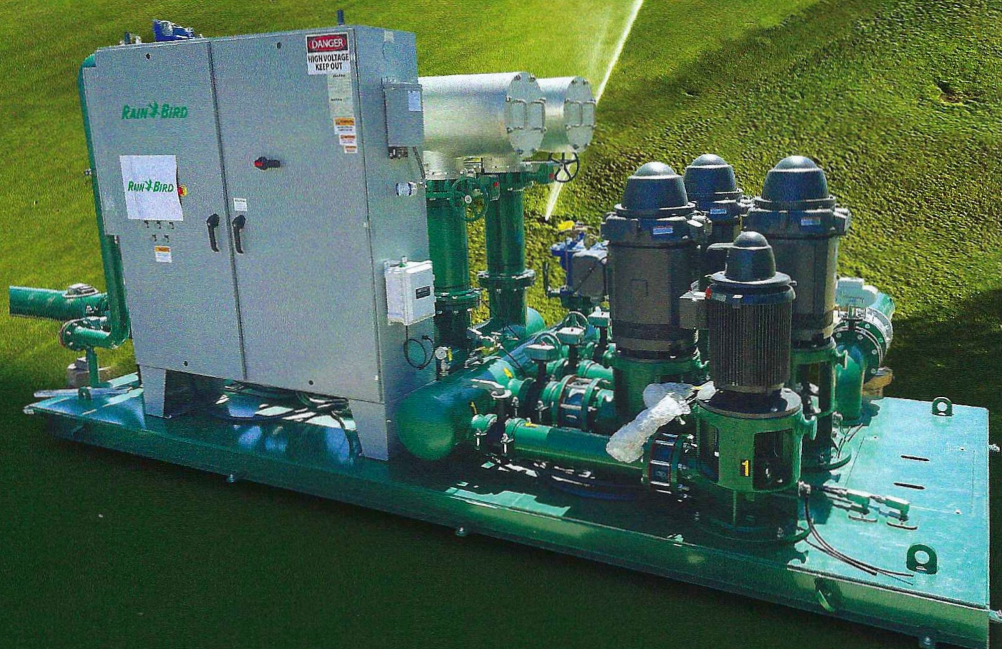
- IT IS RESOLVED, the City Council authorizes the Acting City Manager to issue a purchase order in the amount of \$186,129.00 for this Rain Bird Pump Station, to Mid-Ohio Electric Co., Inc. as the exclusive distributor and installer in the state of Michigan.

Prepared by:	Jim Priebe, Golf Course Supervisor
Reviewed by:	Michelle Aranowski, Director of Central Services
Reviewed by:	Ted Davis, Director of Special Services
Approved by:	Karen Mondora, Acting City Manager

Farmington Hills - Back 9

RAIN *BIRD*®

Pump Stations



Reliable Under Pressure.



Mid-Ohio Electric Co., Inc.
1170 McKinley Ave.
Columbus, OH 43222
Ph: (614) 274-8000
Fax: (614) 274-1671

Attn

Jim Priebe

cc

Phone:

(248) 533-4732 x

Fax:

Quote

Quote Number

FRQ2792 - 402B

Customer Information

Farmington Hills Golf Club
37777 11 Mile Court
FARMINGTON, MI 48335

Ship To Information

Farmington Hills Golf Club
37777 11 Mile Court
FARMINGTON, MI 48335

Quote Date: 8/14/2026

Customer ID: 001982

Quoted By: Robert Calkins

RFQ #:

Salesperson:

Terms: Net 30

Quote Information

Ship Via: Bestway

Reason For Work: Pump Station Replacement for the back 9 pump house location.

Cause of Failure: Old Age

Required Work: Remove the existing pump and supply and install a new Rain Bird Pump Station as described in the detailed equipment proposal

Comments: See "Terms & Conditions" page for detailed scope of work provided by Mid-Ohio Electric and the requirements for the golf club.

	Pick Up On	Lead Time	Total Price
Work Based on Straight Time:			\$186,129.00

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
We Are not Responsible For Items Left Over 60 Days.
Quote is valid for 30 days.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ PO# (If not yet issued) _____



Mid-Ohio Electric Co., Inc.
1170 McKinley Ave.
Columbus, OH 43222
Ph: (614) 274-8000
Fax: (614) 274-1671

8.14.26

Farmington Hills Golf Club

Attn: Jim Priebe

37777 11 Mile Court

Farmington Hills, MI 48335

FRQ2792 – 402B

Terms & Conditions:

Special Notes:

- The Golf Club will be responsible for removing the pump house roof and provide clear access for removal of the existing station and installation of the new station
- The existing pump station will be removed from the pump house and placed on the ground outside of the pump house. It will be the responsibility of the Golf Club to remove from site.
- The golf club will be responsible for hiring a licensed electrician to complete the electrical hook-up of the main power to the new pump station control panel.
- Heavy equipment access will be required to get the new pump station to the pump house...turf repair or vehicles becoming stuck will be the responsibility of the Golf Club
- Any pump house modifications required to install the new pump station properly will be the responsibility of the Golf Club

Terms: A 50% down payment will be required at the time of order and balance will be due net-30 days from date of installation. If the start-up is delayed at the time of installation, \$1000.00 will be deducted from the balance due and will be invoiced after the start-up is completed.

Quotation valid: 30 days.

Quotation prepared by: Bob Calkins

Phone: 614-956-8234

Email: bcalkins@mid-ohioelectric.com



Rain Bird Corporation
6991 East Southpoint Drive
Tucson, AZ 85756
Email: pumps@rainbird.com

PUMP STATION QUOTE

Quote #: FRQ2792 - 402B

Project Information	Job Name:	Farmington Hills GC - Back 9	Date:	8/14/2026
	Job Country:	USA	Distributor Name:	Mid-Ohio Electric Co.
	Job State/Province:	MI	Distributor Contact:	Bob Calkins
	Job City:	Farmington Hills	Dist. Contact Email:	bcalkins@mid-ohioelectric.com
	Site Contact:	Jim Priebe	Dist. Contact Phone:	614-956-8234
Station Details	Pump Platform:	T2L030Y1N00058SFX8	Power Requirement:	480/3/60
	Station Type:	Vertical Turbine In Wet Well	Max Flow Rate (GPM)	600
	Low water level from slab:	Verify	Min Flow Rate (GPM)	100
	Water Source:	Irrigation Pond	Discharge Pressure (PSI)	120
	Water Quality:	Average	Full Load Amps:	112
Site Conditions	Wet well diameter (area):	60"	Site Elevation:	0-3300'
	Low water level:	5'	Intake Flume Dia:	TBD
	Pump set:	16'	Discharge Pipe Dia.:	6"
	Wet Well Depth:	17'	Slab Dimensions:	TBD

Pump Station Pricing

Base Price:	\$186,129.00	The GRAND TOTAL includes the base pump station price, the total price of all selected options, and freight to the job site.
Option Pricing:	Included	
Freight:	Included	
ASP Set Assistance :	Included	
ASP Startup Assistance :	Included	
GRAND TOTAL:	\$186,129.00	

Prices valid for thirty (30) days from the date of this proposal.

Lead Time to Shipment

17-19 WEEKS	From receipt of all documents below: Purchase Order Signed Quote Signed Approval Drawing	Pump Stations are included in Rain Bird's Pump Station Professional Customer Satisfaction Policy.
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All reasonable efforts will be made to meet the requested shipment date after the receipt of a signed contract however, Rain Bird Corporation will not be liable for delays in shipment or delivery.

Pump Station Details

Main Pumps

Quantity	Type	Description
2	30 HP MOTOR	Premium Efficiency vertical main motors: Weather Protected Type I (WP1), Inverter ready insulation, precision balanced, high thrust bearing, non-reversing ratchets, motor space heaters, 4-Pole/1800RPM, 1.15 SF. 3-year manufacturer's and Rain Bird warranty
2	PUMP	Vertical turbine main pumps: Low vibration, corrosion resistant, high efficiency ductile iron discharge heads with 416SS line shafts, threaded steel column pipe, high pressure packing seals, 316SS/NAB impellers, and stainless steel basket strainers.

Pressure Maintenance Pump

Quantity	Type	Description
1	5 HP MOTOR	Submersible pressure maintenance motor 2-Pole/3600RPM, 1.15SF, operating in accordance with NEMA MG-1 and MG-2
1	PUMP	Vertical submersible pressure maintenance pump with stainless steel construction of vital pump components

All main pump motors are VFD or full voltage started. Main motors will auto alternate on start up to equalize run time.

Pressure maintenance pump to be full voltage started only.

System Details

This quote is for a UL Listed prepackaged variable speed vertical turbine pumping station built with custom fabricated steel piping, valves, industrial control panel, and supporting structural steel skid. The manifolds, pipes, and structural skid are to be powder coated green for maximum corrosion and impact protection. The controls shall be mounted inside a UL Listed and NEMA rated industrial control cabinet.

Mechanical System

Description

- Variable Frequency Drive [VFD]
- Programmable Logic Controller [PLC]
- Color touchscreen operator interface [HMI]
- Circuit breaker motor protection
- Dual mechanically and electrically interlocked contactors for main pump motors
- NEMA 4 electrical enclosure with interior panel light
- Heat Exchanger for closed loop cooling of the electrical enclosure
- Pressure relief valve with butterfly isolation valve
- ANSI lugged station discharge isolation valve
- Individual pump silent check valves and isolation valves
- Flow meter spool with paddle wheel flow meter, fertigation run relay, and optical isolator
- Stainless Steel Pressure Transducer
- Low water level safety float switch to protect against loss of prime
- Individual pump air release valve
- Hose bib connection for wash down
- Integral wet well service hatch
- Liquid filled discharge pressure gauge
- All decks, manifolds, internal and external piping - steel grit blasted to white metal condition and polyester powder coated for maximum corrosion protection. Skid also treated with fusion bonded zinc epoxy primer

Control System

Description

- Automatic alternation of main motors to equalize run time
- Automatic pressure ramp-up capability
- Electrical overload shutdown safety
- VFD fault shutdown
- Automatic system diagnostic utility
- Automatic low water level shutdown safety
- Individual pump lighted HOA switches
- High pressure and low pressure discharge safeties
- Main power line phase monitoring
- Single phase and three phase surge protection safeties
- Level 2 Advanced Pump Integration capability compatible with CirrusPRO central control software. (Requires MCA or Ethernet modems for communication).

FRQ2792 - 402B

Pump Station Options

Control Options

Quantity / Type	Cost/EA	Options
1	Included	Rain Bird MCA (Monitor-Control-Alert) pre-installed remote communication hardware plus three year pre-paid data plan

Filtration Options

Quantity / Type	Cost/EA	Options
1	Included	6" auto-flush wye strainer with 1/8 in. perforated screen

Pump Station Professional Customer Satisfaction Policy and Telephone Technical Support Plans

Quantity / Type	Cost	Options
3 Years	Included	Rain Bird guarantees that its pump station will be free of manufacturer defects for three years from the date of start-up but not beyond forty months from the date of purchase by the original customer with a copy of the seller's invoice required for coverage under this Policy. Labor costs associated with repair or replacement of component parts will be covered for no more than one year from date of start-up but not beyond sixteen months from the date of purchase by the original customer with a copy of the seller's invoice required for coverage under this Policy. Rain Bird fabricated material will be covered (labor and warranty) for three years from the date of start-up but not beyond forty months from the date of purchase by the original customer with a copy of the seller's invoice required for coverage under this Policy. Refer to the Rain Bird Pump Station Professional Customer Satisfaction Policy Terms and Conditions for details.

Electrical Power Notice

Confirm electrical service (Voltage, Phase, and FLA) on your site matches what is specified in this quote. Electrical changes after an order is placed are expensive and can delay a project. An engineering service charge of \$750 will be assessed to provide technical support. In addition, the customer will be responsible for all parts, labor, and travel to change electrical power required on a station.

Shipment, Delivery, and Set-Up

- All reasonable efforts will be made to meet the requested shipment date after the receipt of a signed contract however, Rain Bird Corporation will not be liable for delays in shipment and delivery.
- **Freight is included in this quote**
- Customer will be responsible for having job site readily accessible for station delivery via flat bed truck.
- **Mid-Ohio will provide the equipment and personnel required to unload and/or set the pump station.**
- **Station Set-up assistance charges are included in this quote**
- Customer will be responsible for electrical permit if required.
- Customer will be responsible for primary electrical hookup to pump station.
- Customer will be responsible for making piping connection for wye strainer waste line.
- Customer will be responsible for building modifications (roof removal & installation) if required.
- Customer will be responsible for wet well, slab and concrete work.

Start-Up

- **Start-up charges are included in this quote.**

Payment Terms and Banking Notes

- See "Terms and Conditions" page included in the proposal
- In the event the customer cannot take delivery on the requested date, delivery shall be deemed completed at the pump station manufacturing facility for the purpose of payment and (100) percent of the contract price will be due immediately, not to exceed (30) days. In addition, the customer will be responsible for additional storage and handling charges if incurred due to the delay.

Other Information

- Prices valid for thirty (30) days from the date of this proposal.

FRQ2792 - 402B

Other Information - Cont.

- **State and local sales taxes are not included in these prices.**
- Seller retains a security interest in the above mentioned equipment as provided by the UNIFORM COMMERCIAL CODE, until payment is received in full.
- All claims for shortages or incorrect deliveries must be submitted in writing to Rain Bird Customer Service within 15 days after receipt of goods.
- Pump Stations are considered a Special Order product. A completed Pump Station unit may not be returned to Rain Bird for credit. Order cancellations are subject to fees of up to 100% of the total pump station order price depending on the time of cancellation.
- Rain Bird's warranty does not cover damage caused by or resulting from misapplication, abuse or failure to conduct routine maintenance or winterization. Damage caused by freezing temperatures below 32°F will not be covered under warranty regardless of whether or not an environmental package or heater is installed.
- This pump station is custom designed to operate within the stated minimum and maximum flow rates. Operating this pump station outside of the stated design parameters violates any warranty stated or implied. Rain Bird only guarantees performance within design specification as listed on this quote only.
- This pump station is designed with standard construction materials, and is intended for fresh water pumping only. Using this pump station to pump aggressive/corrosive liquids, salty water, reverse osmosis water, deionized water, etc. voids any stated or implied warranty as well as Rain Bird's Pump Station Professional Customer Satisfaction Policy.
- During the duration of the Pump Station Professional Customer Satisfaction Policy, customer may be billed for on-site service or spare parts required to repair system or component failures resulting from lightning strikes, electrical surge, operator error, inadequate maintenance or other site anomalies.
- This Rain Bird Pump Station Quotation document is complete, and the pumping station will be manufactured as described in this quote only. No additional equipment or services will be provided that are not specifically listed in this quote. Manufacturing methods, materials, and processes are per Rain Bird's Pump Station Specification document, and is the only governing design specification, unless where otherwise listed in this quote. Please reference Rain Bird's Pump Station Specification for all design, manufacturing, and engineering clarifications to this quote

Acceptance

I/We hereby agree that in the event of default in the payment of any amount due, and if this account is placed in the hands of an attorney or agency for collection or legal action, to pay an additional charge equal to the costs of collection including agency, private process servers fees and reasonable attorney's fees, court costs incurred and any other costs of collection permitted by the laws governing these transactions. A charge up to 1.5% per month (or maximum allowable under law) which is ANNUAL PERCENTAGE RATE OF 18% will be added to any balance due after thirty (30) days from the date of invoice. All payments and/or credits are applied to the outstanding balance before computing a finance charge.

Quote Summary

Job Name:	Farmington Hills GC - Back 9
Quote Number:	FRQ2792 - 402B
Total Price:	\$186,129.00
Lead Time:	17-19 WEEKS

Accepted By

Company Name: _____

Signed By: _____

Print Name: _____

Date: _____

End User Name: _____

Address and contact info: _____



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 9/14/2026

DEPT: Finance

RE: Commitment of General Fund Reserve (\$14 million) for the Activities Center

ADMINISTRATIVE SUMMARY

At the City Council's Study Session dated July 13, 2026, the City Council reached consensus to proceed with issuing an RFP for a Construction Manager for the Activities Center, with a project budget not to exceed \$25 million.

The City Council was informed that the General Fund's fund balance is currently projected at \$59 million as of June 30, 2027 and noted that the Finance Director's recommendation is to maintain a minimum fund balance of 50 percent of expenditures and transfers out—approximately \$45 million – so long as the City continues to run structural budget deficits.

This threshold is designed to preserve the City's AAA bond rating.

Under this framework, approximately \$14 million from fund balance would be available for capital use without jeopardizing that rating.

Additionally, the City recently issued \$5 million of 2026 Capital Improvement Bonds, which are also needed for the Senior Activities Center project.

Under the Generally Accepted Accounting Principles (GAAP) established by the Governmental Accounting Standards Board (GASB) Statement 54, a Commitment of Fund Balance represents "amounts that can only be used for specific purposes decided by formal action of the government's highest level of decision-making authority".

The recommended action of the City Council to Commit the reservation of \$14 million of General Fund Balance, and \$5 million of 2026 Capital Improvement Bond proceeds, as of June 30, 2026, for the exclusive use of the Activity Center project will ensure that the public and all interested parties are aware that these dollars are not to be expended for any other purpose, and will be reported as so Committed in the City's FY 2025-26 Audited Financial Statements.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

RECOMMENDATION

The City Council resolves to Commit the reservation of \$14 million of General Fund Balance, and \$5 million of 2026 Capital Improvement Bond proceeds, as of June 30, 2026, for the exclusive use of the Activity Center project and direct the Administration to report these funds as so Committed, in the City's FY 2025-26 Audited Financial Statements.

#

Prepared by: Thomas Skrobola, Finance Director

Approved by: Karen Mondora, Acting City Manager



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 9/14/2026

DEPT: POLICE DEPARTMENT

RE: APPROVAL TO EXECUTE THE 2027 OAKLAND COUNTY AUTO THEFT PREVENTION ACT (ATPA) SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF FARMINGTON HILLS AND THE OAKLAND COUNTY SHERIFF'S OFFICE

ADMINISTRATIVE SUMMARY

- The City's Police Department participates in the Oakland County Auto Theft Program (OCAT), a multi-jurisdictional task force operating under the direction of the Oakland County Sheriff's Office (OCSO).
- Oakland County has entered into a Grant agreement with the State of Michigan where it is eligible to receive reimbursement for ATPA related expenses, including partial reimbursement of salary, wages, and overtime.
- Oakland County intends to use Grant Funds to reimburse the City's Police Department up to 35% of the total, for qualifying ATPA-related costs including ATPA officers' salaries, fringe benefits, overtime, vehicle usage, cell phone, MAATI and IAATI dues, as described in the Grant agreement.
- To receive reimbursement, the City must execute the 2027 Oakland County Auto Theft Prevention Program Subrecipient Agreement with Oakland County.
- The City Attorney has reviewed the agreement.

RECOMMENDATION

RESOLVE that City Council hereby authorizes the Acting City Manager to execute the Oakland County Auto Theft Program Subrecipient Agreement and any associated documents or agreements.

###

Prepared/Authorized by: Chief John Piggott, Police Department

Approved by: Karen Mondora, Acting City Manager



STATE OF MICHIGAN

DEPARTMENT OF STATE POLICE
AUTOMOBILE THEFT PREVENTION AUTHORITY
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JAMES F. GRADY II
DIRECTOR

August 28, 2026

Lt. Steve Zdravkovski
Oakland County Sheriff's Office
1200 North Telegraph Road, Building 38E
Pontiac, Michigan 48341

RE: 08-27 OCAT

Dear Lt. Zdravkovski:

I am pleased to inform you that your application to the Michigan State Police, Grants and Community Services Division, Auto Theft Prevention Authority (ATPA), has been selected to receive grant funding. With a focus on innovative programs that address auto theft and fraud, your efforts are valued and appreciated. The award for your team/project pending the finalization of the Grant Agreement (contract), is \$2,982,740. The ATPA portion of your award is \$1,043,959, and the match requirement is \$1,938,781. Further details regarding allowable expenditures are contained in the enclosed grant contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and financial penalties. **The deadline for returning your signed contract is September 30, 2026.**

If you have any questions or concerns regarding your award, please contact Mr. Tim Bailor, ATPA Program Coordinator, at BailorT@michigan.gov or 517-256-5207. We look forward to working with you.

Sincerely,

Mr. Tim Bailor, Program Coordinator
Automobile Theft Prevention Authority

Enclosures

Col. James F. Grady II – Chair
Chief Issa Shahin, Director Steve Cooper – Representing Law Enforcement
Mr. Adam Brown, Mr. Brian Eva – Representing Automobile Insurers
Ms. Nicole Quisenberry, Dr. Christopher Melde – Representing Purchasers of Automobile Insurance

MICHIGAN STATE POLICE HEADQUARTERS • 7150 HARRIS DRIVE • DIMONDALE, MICHIGAN 48821
MAILING ADDRESS • P.O. BOX 30634 • LANSING, MICHIGAN 48909
www.michigan.gov/msp • 517-284-3193

AGREEMENT
for
PARTICIPATION IN OCAT AND RECEIPT OF ATPA GRANT FUNDS
between
Oakland County (Oakland County Sheriff's Office)
and
Waterford Township (Waterford Township Police Department)
and
City of Farmington Hill (Farmington Hill Police Department)
and
City of Hazel Park (Hazel Park Police Department)
and
City of Southfield (Southfield Police Department)
and
City of Detroit (Detroit Police Department)
and
City of Pontiac (Oakland County Sheriff's Office-Pontiac)

I. PARTIES

This Agreement is made between Oakland County (Oakland County Sheriff's Office), Waterford Township (Waterford Township Police Department), City of Farmington Hill (Farmington Hill Police Department), City of Hazel Park (Hazel Park Police Department), City of Southfield (Southfield Police Department), City of Detroit (Detroit Police Department), City of Pontiac (Oakland County Sheriff's Office-Pontiac).

This Agreement will be performed by the parties' law enforcement agencies. Each party may be referred to in this Agreement by its respective law enforcement agency.

OCAT may also be referred to in this Agreement as the "Grant Administrator." The parties are collectively referred to in this Agreement as the Oakland County Auto Theft team OCAT.

II. PURPOSE

The purpose of this Agreement is to set forth the relationship and responsibilities of the members of OCAT.

III. EXHIBITS

The following exhibits are part of this Agreement:

Exhibit A: FY 2027 Automobile Theft Prevention Authority (ATPA) Grant Application.

Exhibit B: FY 2027 ATPA Grant Contract.

IV. RESPONSIBILITIES

OCAT agrees to accomplish the following objectives, which are more fully outlined in Exhibit A and Exhibit B:

Oakland County (Oakland County Sheriff's Office) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress reports and reimbursement requests from OCAT participating law enforcement agencies, compile received reports and submit compiled data with supporting documentation to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).

Waterford Township (Waterford Township Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Farmington Hill (Farmington Hill Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Hazel Park (Hazel Park Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Southfield (Southfield Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Detroit (Detroit Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Pontiac (Oakland County Sheriff's Office-Pontiac) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

The Parties mutually agree:

- a. To make all reasonable efforts to ensure that all reports are submitted to the Grant Administrator, compiled, and forwarded to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).
- b. To work cooperatively to fulfill all grant requirements as stated in the ATPA Grant Contract (Exhibit B).
- c. To use the Michigan High Intensity Drug Trafficking Areas' Deconfliction Center on all cases, when applicable.

V. LIABILITY

Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

VI. ASSURANCES

- Each party certifies that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this Agreement been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

VII. CORRESPONDENCE

All notices or other written communications shall be addressed as indicated in this section, or as specified, by subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other communications required by, or related to, this Agreement shall be in writing and shall be delivered in one of the following manners:

- a. In person.
- b. By certified registered mail, return receipt requested, with all postage or charges prepaid; or,
- c. By email to the email address identified for the authorized representative.

Oakland County:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Farmington Hills:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Hazel Park:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Detroit:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Waterford:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Southfield:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Pontiac:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

VIII. TERM

This Agreement is contingent upon funds being awarded by the ATPA for auto-theft prevention activities. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, for a period beginning October 1, 2026, through September 30, 2027, unless terminated early, as hereinafter set forth.

IX. TERMINATION

Any party may terminate this Agreement for any reason, provided that at least 30 days advance written notice of termination is given to the non-terminating parties by the terminating party.

X. ENTIRE AGREEMENT AND AMENDMENT

This Agreement is the complete and exclusive Agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. This Agreement may only be amended by a written document signed by the Parties after receiving approval from their governing bodies. However, a Party may change its Correspondence information without amending the Agreement in accordance with Section VII; it is not necessary to amend this Agreement for the sole purpose of changing the Correspondence information.

XI. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

XII. SIGNATURES

Each Party certifies that it has received approval from its governing body via resolution to enter into this Agreement. The person signing this Agreement on behalf of each Party certifies that he or she has the necessary approval and authority to sign this Agreement on behalf of the Party and bind the Party to the terms and conditions contained herein.

Oakland County (Oakland County Sheriff's Office)

By: _____ Date: _____

Printed Name:

Title:

Waterford Township (Waterford Township Police Department)

By: _____ Date: _____

Printed Name:

Title:

City of Farmington Hill (Farmington Hill Police Department)

By: _____ Date: _____

Printed Name:

Title:

City of Hazel Park (Hazel Park Police Department)

By: _____ Date: _____

Printed Name:

Title:

City of Southfield (Southfield Police Department)

By: _____ Date: _____

Printed Name:

Title:

City of Detroit (Detroit Police Department)

By: _____ **Date:** _____

Printed Name:

Title:

City of Pontiac (Oakland County Sheriff's Office-Pontiac)

By: _____ **Date:** _____

Printed Name:

Title:

AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

AUTHORITY: MCL 500.6105; **COMPLIANCE:** Voluntary, however, failure to complete will result in cancellation of grant/loss of funds.

Scan and email one complete copy with original signatures to the ATPA by September 30, 2026, at MSPATPA@michigan.gov. **Do not** send a paper copy.

I. Award Information			
Name of Grantee/Fiduciary Oakland County Sheriff's Office		Project Title/Acronym OCAT	
Address 1200 North Telegraph Road, Building 38E	City Pontiac	State MI	ZIP Code 48341
Total Grant Award \$2,982,740	ATPA Award \$1,043,959	Match Requirement \$1,938,781	
Grant Period Start Date October 1, 2026	Grant Period End Date September 30, 2027	Project Number 08-27	
Authorized Official Lt. Steve Zdravkovski	Project Contact Sgt. Robert Negri	Financial Contact Mr. Andre Hatter	

II. Contract Conditions and Requirements

Grant Award

The ATPA grant award is to be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives.

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2026, to September 30, 2027.

The project number (listed above in Award Information) must be included on all correspondence addressed to the ATPA regarding this grant.

A change in authorized official, project director, financial contact, participating agency, personnel assigned to the team, or budget line-item change requires a Project Modification Request (GRANTS-034), which can be downloaded from the ATPA website at www.michigan.gov/msp/divisions/grantscommunityservices/atpa.

The authorized official and financial officer will serve without compensation from the ATPA grant award.

Any amount of the grant award received, or forfeiture funds generated as a result of motor vehicle theft prevention activities shall be used to enhance motor vehicle theft prevention programs or initiatives. Forfeiture funds include, but are not limited to, forfeiture of cash and receipts from the sale of property.

Public communications materials, news releases, or training announcements that result from this grant must cite the "Auto Theft Prevention Authority" as the source of funding. Copies of the materials or news releases **must** be sent to the ATPA at least five days prior to publishing, and the ATPA reserves the right to make any necessary edits. The ATPA also has the royalty-free right to copy, publish, and distribute any data or material associated with this grant.

Law enforcement personnel funded by the ATPA grant award shall dedicate 100 percent of their regular work hours conducting ATPA grant-related duties. Prosecuting attorneys who designate a portion of their time for ATPA activities will dedicate 100 percent of their designated time to ATPA grant related duties. This will be reflected in daily logs which will be made available for on-site monitoring by ATPA personnel.

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the project is completed. The check shall be made payable to the "State of Michigan."

Reporting

Failure to comply with any reporting responsibilities identified in this contract may result in withholding grant payment(s) or the cancellation of the grant award. The grantee's lack of compliance will also be taken into account when considering future grant applications and awards from the ATPA.

All grantees must comply with the requirements of the Uniform Crime Reporting (UCR) System Act, 1968 PA 319, as amended. This act requires county sheriffs' departments, as well as city, village, and township police departments, to submit monthly UCR data.

The Progress Report (GRANTS-037), Financial Report (GRANTS-035), and Expenditure Detail (GRANTS-036), can be downloaded from the ATPA website at www.michigan.gov/msp/divisions/grantscommunityservices/atpa. The grantee agrees to submit reports in accordance with the schedule referenced in this contract.

All grant-funded employees, including employees of subgrantees, will complete and submit an Employee Time Certification (GRANTS-038). Grantees will submit GRANTS-038 to the ATPA annually via email to MSPATPA@michigan.gov.

All projects must maintain adequate supporting documentation for financial and progress reports submitted to the ATPA. Failure to provide adequate supporting documentation may adversely affect current-year reimbursements and future ATPA grant requests.

ATPA Teams

The grantee will serve as the fiduciary for the ATPA grant. The fiduciary will be responsible for receiving grant funds, distributing funds to participating team members, and receiving and compiling reports from team members. The grantee will submit grant reports according to the schedule referenced in this contract, as well as those specially requested by the ATPA.

When an agency withdraws an employee from an ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The project director must inform the ATPA when the withdrawal occurs by completing the Project Modification Request (GRANTS-034). The vacant position must be replaced within 30 days, or the position will be unfunded unless an extension request has been approved in writing.

Participating agencies are expected to participate on the ATPA team that received the grant award for the entire grant period. Participating agencies that withdraw personnel from the ATPA team before the end of the grant period will be reimbursed based upon the percentage of the grant period in which they participated. The ATPA Board of Directors reserves the right to deny future grant awards based on agency participation.

All personnel who are funded by an ATPA team must have their activities approved by the team commander.

III. Program and Financial Review

On-Site Monitoring and Payments

ATPA staff will schedule appointments with grantees in order to conduct on-site monitoring and grantees must accept these appointments.

Grantees must maintain separate accounting records to document grant revenues and expenditures.

This grant is reimbursement only. Grantees must document that expenditures have been paid by local sources before requesting reimbursement from the ATPA.

Supporting documentation which must be submitted with the financial report is as follows:

- Time and Attendance: Payroll expenditures must be supported by employee's earning history, attendance sheet, time sheet, payroll register, and duty log. These records must be retained and made available to ATPA staff during on-site monitoring.
 - o Law Enforcement and Prosecutors Only - Attach the monthly duty logs to the Financial Report (GRANTS-035) when submitted.
- Fringe Benefits and Overtime: Retain a copy of cost allocations for fringe benefits charged to the ATPA program.
 - o Law Enforcement and Prosecutors Only - Each person's overtime hours must not exceed twenty percent of the person's actual regular hours worked. For grantees only paying overtime, this limit does not apply.
- All payments for expenditures (e.g., utilities, office rent, copier use, vehicle lease/rent, cell phones) must be supported by an actual invoice or the method of determining cost.
- Equipment Procurement Procedures/Consultant/Contractual Service: Grantees must attach a copy of the actual invoice or the method of determining cost.

All grantees must sign up through the online SIGMA Self Service vendor registration process to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Michigan Department of Technology, Management and Budget's (DTMB) website located at www.michigan.gov/SIGMAVSS.

Should the grantee discover an error in a previous reimbursement request, the grantee shall immediately notify the ATPA and refund the ATPA any funds not authorized for use under this contract.

Mileage Expense for Non-profit Organizations: Limited to the grantee's established mileage reimbursement allowance for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

Vehicle Usage/Rental Expenses for Law Enforcement and Prosecutors: Limited to the grantee's established reimbursement policy for non-federally funded activities, not to exceed the ATPA approved budget amount.

IV. Criminal or Administrative Investigations/Charges

If any employee of the grantee/subgrantee associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this contract, the grantee shall immediately notify the ATPA in writing that such an investigation has been initiated or that a charge has been issued.

V. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549 (Debarment and Suspension) and implemented at 2 C.F.R. Part 2867 for prospective participants in primary covered transactions as defined at 28 C.F.R. Part 2867, Section 2867.20(a) the grantee certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

VI. Suspension/Termination

The ATPA and/or the grantee may suspend and/or terminate this contract without further liability or penalty to the ATPA for any of the following reasons:

- Failure to comply with any of the terms of this contract. Suspension requires immediate action by the grantee to comply with the terms of this contract; otherwise, termination by the ATPA may occur.
- Failure of the grantee to make satisfactory progress toward the measurable objectives set forth in this contract.
- Filing false certification in this contract or other report or document.

This contract may be terminated by either party by giving 15-day written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date of termination.

This contract may be terminated immediately if the grantee, an official of the grantee, or an owner is convicted of any activity referenced in Section IV of this contract during the term of this contract or any extension thereof.

Should this contract be terminated by either party, within 30 days after the termination, the grantee shall provide the ATPA with all financial, performance, and other reports required as a condition of this contract. The ATPA will make payments to the grantee for allowable reimbursable costs not covered by previous payments. The grantee shall immediately refund to the ATPA any funds not authorized for use and any payments or funds advanced to the grantee in excess of allowable reimbursable expenditures.

VII. Liability

All liability to third parties; loss or damage as a result of claims; and demands, costs, or judgments arising out of activities such as direct service delivery to be carried out by the grantee in the performance of this contract shall be the responsibility of the grantee and not the responsibility of the ATPA if the liability, loss, or damage is caused by or arises out of the actions or failure to act on the part of the grantee, any subgrantee, or anyone directly or indirectly employed by the grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the grantee or its employees by statute or court decisions.

All liability to third parties; loss, or damage as a result of claims; demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction to be carried out by the ATPA in the performance of this contract shall be the responsibility of the ATPA and not the responsibility of the grantee if the liability, loss, or damage is caused by or arises out of the action or failure to act on the part of any ATPA employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the ATPA), or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and ATPA in fulfillment of their responsibilities under this contract, such liability, loss, or damage shall be borne by the grantee and the ATPA in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the state of Michigan, its agencies (the ATPA), or their employees, respectively, as provided by statute or court decisions.

It is specifically understood and agreed that, if the State of Michigan or any County is party to this contract, nothing in this Section will require such party to indemnify any other party or entity in any litigation that may arise from the performance of this contract. This is not to be construed as a waiver of governmental immunity.

VIII. Eligible Expenditures

All eligible expenditures listed below with identified amounts are subject to the appropriate match as identified in Section I. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.

- Regular salaries.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed 20 percent of the total sworn employees' budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the team's discretion. For grantees only paying overtime, this limit does not apply.
- Training/Travel expenses. Travel outside normal territory, not to exceed \$5,000 per employee/per year. If training is outside of the annual IAATI and NCRC conferences, prior approval is required.
- Vehicle operation cost. Not to exceed:
 - o Law enforcement agency - Calculated at \$15,000 per employee/per year. Costs are cumulative, not limited to per employee. Only vehicles engaged in road patrols/investigations are eligible.
 - o Prosecutor's office - \$1,500 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
 - o Non-profit organization - \$1,500 per employee/per year for mileage reimbursement.
- Office space or utilities. Requires prior approval.
- Office furniture. Requires prior approval.
- Copier purchase/usage. Not to exceed:
 - o Law enforcement agency - \$1,200 per year.
 - o Prosecutor's office - \$1,200 per year.
 - o Non-profit organization - \$2,400 per year.
- Phone installation. Requires prior approval.
- Landline phone purchase/usage. Not to exceed:
 - o Law enforcement agency and prosecutor's office - \$1,500 per person/per year.
 - o Non-profit organization - \$1,500 per year.
- Office supplies. Not to exceed \$200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only). Not to exceed \$20,000 per year/per person, costs are cumulative, not limited per employee.
- Computer purchase. Requires prior approval.

- Cell phone purchase/usage. Not to exceed \$2,500 per person/per year.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Requires prior approval.

IX. Ineligible Expenditures

This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.

- Inordinate fringes, including, but not limited to, lump sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.
- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft-related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs incurred applying for this grant (e.g., consultants, grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any associated salaries or expenses.
- Legal fees.
- Purchase of promotional items unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

X. Law Enforcement Objectives

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.
- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.
- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).

- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

XI. Law Enforcement Evaluation Criteria (See Section XVII. Arrest Ranking)

- Number of fourteen point motor vehicle theft (MVT) related arrests.
- Number of twelve point MVT related arrests.
- Number of ten point MVT related arrests.
- Number of eight point MVT related arrests.
- Number of six point MVT related arrests.
- Number of four point MVT related arrests.
- Number of two point MVT related arrests.
- Number of insurance fraud related arrests.
- Number of passenger vehicles recovered.
- Dollar value of passenger vehicles recovered.
- Number of other vehicles recovered.
- Dollar value of other vehicles recovered.
- Number of parts parts/equipment recovered.
- Dollar value of parts/equipment recovered.
- Number of commercial vehicles recovered.
- Dollar value of commercial vehicles recovered.
- Dollar amount deposited into forfeiture account.

XII. Prosecutor Objectives

- Provide full-time access to the judicial system for the ATPA task forces in the grant area and provide opportunities to informally discuss cases and legal issues.
- Vertically prosecute all selected motor vehicle theft related cases.
- Maintain a policy of plea bargaining only when absolutely necessary.
- Achieve an overall conviction rate of 80 percent.
- Achieve a trial conviction rate of 70 percent.
- Strive for maximum sentence lengths for defendants.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XIII. Prosecutor Evaluation Criteria

- Number of cases initiated.
- Number of preliminary exams held.
- Number of preliminary exams waived.
- Number of cases disposed pre-trial.
- Number of defendants who pled guilty to original charge.
- Number of defendants who pled guilty to lessor included offense.
- Number of plea bargain dismissals.
- Number of other dismissals.
- Number of cases disposed by trial (jury/judge).
- Number of defendants convicted on original charge.
- Number of defendants convicted on reduced charge.
- Number of defendants incarcerated.
- Number of defendants fined/placed on probation.
- Dollar amount of restitution ordered.
- Number of defendants convicted of insurance fraud.

XIV. Non-Profit Organization Objectives

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 100 vehicles.
- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.

- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XV. Non-Profit Organization Evaluation Criteria

- Number of programs/seminars conducted.
- Number of vehicles etched.
- Number of fliers/brochures distributed.
- Number of theft prevention articles written and published.
- Number of residences contacted.

XVI. Reporting Schedule

Organization Type	Quarterly Progress and Financial Reports		Due Date
Law Enforcement Agency Prosecuting Attorney's Office Non-Profit Organization	Progress Report (GRANTS-037)	10-01-26 to 12-31-26	01-31-27
	Financial Report (GRANTS-035)	10-01-26 to 12-31-26	01-31-27
	Progress Report (GRANTS-037)	01-01-27 to 03-31-27	04-30-27
	Financial Report (GRANTS-035)	01-01-27 to 03-31-27	04-30-27
	Progress Report (GRANTS-037)	04-01-27 to 06-30-27	07-31-27
	Financial Report (GRANTS-035)	04-01-27 to 06-30-27	07-31-27
	Financial Report (GRANTS-035)	07-01-27 to 09-30-27	10-15-27
	Progress Report (GRANTS-037)	07-01-27 to 09-30-27	10-31-27

XVII. Arrest Ranking

Felony Charges	MCL	Arrest Points
Altering Vehicle Identification Number with Intent to Mislead	750.415	10
Arson - Owner Involved	750.75	14
Carjacking	750.529a	8
Chop Shop	750.535a	14
Continuing Criminal Enterprise	750.159i	14
Counterfeit Insurance Certificates	257.222	6
Embezzlement	750.174	6
Failure to Return Rental Vehicle	750.362	6
False Certification	257.903	12
False Police Report	750.411a	8
False Pretenses	750.218	12
False Statement in Application for Title	257.254	12
Forged License Documents/License Plates	257.257	6
Insurance Fraud - Owner Staged Arson/Larceny/Theft	500.4511	14
Interstate Transportation of Stolen Motor Vehicle	750.535	14
Larceny by Conversion	750.362	6
Larceny from Motor Vehicle	750.356a	4
Obtain Personal Identification (ID) Without Permission	257.324	6
Odometer Fraud	257.233a	12
Operating License Forged, Altered, or False	257.324	6

Possess or Sell Rosette Rivets	750.415	4
Possess Stolen Vehicle with Intent to Pass Title	257.254	10
Repair - Salvage Facility Violation	257.217	4
Receiving and Concealing Stolen Property	750.535	8
Unlawfully Driving Away Automobile	750.413	6
Unlawful Use	750.414	4
Use Fraudulent ID to Lease or Purchase Vehicle	750.415	12
All Other Charges		2

Note to Arrest Rankings:

- Team takes credit for the most serious charge against subject and ignores others.
- The team takes credit for original arrest charge, even if reduced later by prosecutor.
- If the subject is arrested on three separate warrants, team may count three arrests.
- Attempted crimes or conspiracy to commit crime earns same points as listed.

XVIII. Special Conditions

This contract is valid upon approval and execution by the ATPA.

This contract is conditionally approved, subject to and contingent upon the availability of funds.

The grantees will not assume any responsibility or liability for costs incurred by the ATPA prior to the full execution of this contract.

XIX. Contract Signatures

Grant funding will not be released until all requirements of the signed grant contract have been agreed upon. The undersigned has the authority to accept the terms of this grant contract.

Lt. Steve Zdravkovski

Printed Name of Authorized Official Project Director	Signature of Authorized Official Project Director	Date
Sgt. Robert Negri		

Printed Name of Project Contact	Signature of Project Contact	Date
Andre Hatter		

Printed Name of Financial Contact	Signature of Financial Contact	Date

Printed Name of ATPA Executive Director	Signature of ATPA Executive Director	Date
David T. Woodward		

Printed Name of Authorized Official	Signature of Authorized Official	Date

**MINUTES
CITY OF FARMINGTON HILLS
FARMINGTON HILLS CITY COUNCIL
STUDY SESSION
CITY HALL – COMMUNITY ROOM
AUGUST 10, 2026 – 6:00PM**

The study session of the Farmington Hills City Council was called to order by Mayor Rich at 5:45pm.

Councilmembers Present: Aldred, Boleware, Dwyer, Knol, Rich and Starkman

Councilmembers Absent: Bridges

Others Present: Acting City Manager Mondora, City Clerk Lindahl, Directors Brown and Rushlow, Fire Chief Unruh and City Attorney Joppich

CONSIDERATION OF APPROVAL TO ENTER INTO A CLOSED SESSION TO DISCUSS COLLECTIVE BARGAINING NEGOTIATIONS WITH FIREFIGHTERS ASSOCIATION OF MICHIGAN UNDER SECTION 8(1)(C) OF THE MICHIGAN OPEN MEETINGS ACT. (NOTE: COUNCIL WILL RETURN TO OPEN SESSION IMMEDIATELY FOLLOWING THE CLOSED SESSION).

MOTION by Aldred, support by Starkman, that the City of Farmington Hills City Council approves entering into a closed session to discuss collective bargaining negotiations with Firefighters Association of Michigan under Section 8(1)(c) of the Michigan Open Meetings Act.

MOTION CARRIED 6-0.

Council returned to open session immediately following the closed session.

UPDATE FROM GREAT LAKES WATER AUTHORITY ON THE 14 MILE RD TRANSMISSION MAIN PROJECT

Mayor Rich introduced Sue Coffey, CEO of the Great Lakes Water Authority (GLWA), who presented alongside her engineering and project management team, including Pete Saum (Director of Water Transmission), Sean Grant (Project Manager), and Mike Dunn (Director of Engineering).

Background and Project Overview

CEO Coffey provided an overview of the ongoing failures of the 48-inch Interpace pre-stressed concrete cylinder pipe (PCCP) along 14 Mile Road, attributing the repeated breaks to premature deterioration likely caused by manufacturing anomalies. She noted that a section of pipe inspected five years prior with no defects had since failed catastrophically, describing this rate of deterioration as "absolutely unprecedented." The failures have caused significant disruptions to public safety, traffic flow, and water service, including boil water advisories and water outages affecting six communities: Farmington Hills, Novi, Walled Lake, West Bloomfield, Commerce Township, and Wixom.

CEO Coffey confirmed that GLWA's Board of Directors granted emergency authorization to expedite the \$81 million comprehensive replacement project, which was not part of the original budget cycle. GLWA has already acquired the raw steel material for the new pipe to address long lead times and has commenced design and above-ground survey work, with construction targeted to begin in mid-November.

Phase 1: Full Pipe Replacement

The project's first phase entails replacing the full 3-mile stretch of deteriorating pipe running from just west of Hagerty Road to Farmington Road along 14 Mile Road. A new 54-inch steel pipe will be installed

parallel to the existing pipe, which must remain in service until the new pipe is commissioned. CEO Coffey mentioned the ongoing risk, stating that until the pipe is replaced, "it could unexpectedly fail again," and that "moving rapidly" is the most important mitigation strategy available. Two construction crews will work concurrently, starting from both the Farmington Road end and the Halsted Road area, both progressing westward to accelerate the timeline. Final paving and substantial completion is targeted for August 2028.

Construction Sequencing: Full Closure vs. Incremental Segments

CEO Coffey explained that GLWA evaluated two construction sequencing options in close coordination with city administration before selecting the full 3-mile road closure approach. Full closure was chosen because it is 15 months shorter in duration than an incremental segment approach, carries a higher confidence in the construction schedule, minimizes repeated disruptions to adjacent properties and businesses, and allows for full roadway restoration across the entire corridor at once. The incremental approach, while offering smaller detour zones, would roughly double the construction timeline and introduce variable, unpredictable traffic patterns that are a known source of public frustration.

Under the selected plan, the portion of 14 Mile Road from Hagerty Road to Farmington Road will be closed to through traffic for the duration of pipe installation, with one lane (eastbound) maintained open for local traffic only to ensure residents in the many adjacent subdivisions and emergency vehicles retain access.

Traffic Management

Director of Public Services Jacob Rushlow clarified that traffic control would be managed primarily through signage, barrels, and message boards maintained by the construction contractor—similar to how the city's current Halsted Road project is managed—rather than through dedicated police details.

Councilmember Dwyer raised concern about the potential burden on the Farmington Hills Police Department and the risk of traffic incidents. CEO Coffey and Director Rushlow confirmed that the police department would not be required to staff the project routinely, though officers would respond as needed to incidents or instances of motorists disregarding traffic control devices, as has occurred on other active projects.

The most congested area near Hagerty Road, with its adjacent businesses, will be addressed last in the construction sequence. CEO Coffey noted that north-south cross streets, including Halsted, Drake, and Farmington Roads, would be kept open to the extent possible, with each crossing anticipated to require approximately a one-month closure when pipe work passes through that intersection.

Coordination with Other City Projects

Councilmember Knol raised the importance of coordinating with other planned roadway projects to avoid compounding disruptions. Acting City Manager Mondora and City Engineer Saksewski confirmed that federal funds have already been secured for a 14 Mile Road reconstruction between Halsted and Drake Roads in 2028, and staff is actively working with the state to explore releasing those federal LAP funds flexibly so the road reconstruction can be incorporated into the GLWA project rather than requiring a separate future disruption. City Engineer Saksewski also noted a separate Farmington Road project from 13 to 14 Mile Road programmed for 2027, which overlaps with one of the primary detour routes and will require careful coordination.

Councilmember Dwyer asked for clarity on the source of the \$81 million in project funding. CEO Coffey explained that the project is funded through a combination of GLWA's bond program—including an expanded bond sale executed in May—and available pay-as-you-go capital, with no rate increase imposed on member communities to fund this project. She acknowledged that while no other communities' capital projects were deferred to fund this work, the GLWA's overall financial position did not improve as much as had been hoped from the May bond refunding.

Community Outreach and Communications

CEO Coffey outlined a multi-channel communications plan, emphasizing the importance of transparency and consistent messaging. Key elements include:

- **GLWA participation in the City's October open house**, where a project table will be staffed.
- **Two community town hall meetings planned in October**, timed to align with the November construction start.
- **A dedicated project webpage** on the GLWA website to be launched this month, featuring FAQs, construction updates, and detour information.
- **Regular social media updates** at a frequency reflective of public expectations—weekly or biweekly at minimum.
- **Coordinated communications** with the city's public affairs team, Oakland), and other impacted communities including the City of Novi, to ensure consistent public messaging.

Councilmember Boleware emphasized the need for ongoing and honest communication.

GLWA's Chief of Public Affairs Michelle Skroboski confirmed that an inter-jurisdictional communicators task force has already been assembled and will issue coordinated releases, hold news conferences when warranted, and maintain a regular cadence of updates even when there is no new news to report. Director Saum noted the importance of communicating to residents that work may be occurring inside the pipe—such as welding by interior crews—even when no activity is visible from the road.

Councilmember Aldred commended GLWA for selecting the full closure approach, calling it the right decision despite the disruption it will cause.

DISCUSSION REGARDING ROSE AND CITY PROPERTY RIGHTS

City Attorney Joppich presented a memorandum summarizing the various legal documents governing the city's relationship with Rose, stemming from the complex detachment of the Sisters of Mercy facilities during the Rose PUD approval process. He noted that the relationship involves shared infrastructure, drives, lease agreements, and a number of property rights documents that prompted questions about Rose's rights with respect to the Costick Center property.

Right of First Refusal — Costick Property

City Attorney Joppich explained that a Right of First Refusal (RFR) agreement exists in favor of Rose with respect to the city's Costick Center property. This agreement grants Rose the right to step into the shoes of any third-party buyer should the city choose to sell the Costick property, and to either purchase it on those same terms or decline. He noted that this is not an option agreement—the city must first decide to sell—and that there is currently no intention to sell the property. The RFR also has expiration triggers: it terminates if the city ceases using the Costick Center as a senior facility, or upon 30 days' written notice terminating the associated lease with Rose.

Mayor Rich clarified for the public record that nothing discussed should be interpreted as an indication that the Costick Center would be closing prior to a new facility being open.

City's Option to Purchase — 3.91-Acre Parcel (West of Costick Center)

City Attorney Joppich directed the Council's attention to a separate option agreement granting the city the right to purchase approximately 3.91 acres of vacant land west of the Costick Center, fronting on 11 Mile Road. This is the former site of the Provincial Building. The purchase price, established by appraisal at the time of the agreement, is \$360,000. The option expires in early December of this year, requiring Council to provide direction soon if it wishes to exercise the right.

Director of Special Services Ted Davis stated that acquiring this parcel would provide significantly greater flexibility in siting a new senior activity center, allowing the city to choose the optimal placement. Acting City Manager Mondora noted that acquiring the parcel would not preclude future exploration of public-private partnership or other creative uses for any remaining land.

Councilmember Knol raised questions about the environmental and engineering conditions of adjacent land near the creek running alongside Mercy High School. Acting City Manager Mondora confirmed that the floodway, floodplain, and the culvert in question are located on the Mercy property, not on the 3.91-acre parcel, and that there are no wetlands shown on the subject parcel. The parcel has a natural grade change of approximately 12 feet from north to south, which is considered favorable for construction purposes.

Councilmember Knol also raised concerns about the value and marketability of the parcel if the city ultimately does not use it for the activity center, given its relatively small size for development. Councilmember Aldred countered that the parcel adds flexibility to a larger potential land assemblage and that, given current zoning that could accommodate approximately 9 to 10 single-family homes, the purchase price is reasonable. He also noted that regardless of where the new activity center is ultimately sited, the land behind the Costick Center could eventually be considered for redevelopment, with this parcel potentially adding value or access to that effort.

City Attorney Joppich noted that the option agreement includes a restriction on future use: the city may not sell the parcel to a party intending to construct a big-box retail use or an assisted living/memory care facility.

Council discussed the timeline, noting that the architect's conceptual plans for the new activity center are not expected until mid-November—leaving only weeks before the option expires. Acting City Manager Mondora confirmed that Acting Finance Director Tom indicated that the purchase could be funded through adjustment to the current budget, without the need for bonding.

Council reached a general consensus in favor of exercising the option. City Attorney Joppich noted that a formal resolution authorizing the exercise of the option will be brought back to Council for adoption at a regular meeting.

DISCUSSION REGARDING FARMINGTON HILLS FIRE DEPARTMENT FIRE CODE UPDATES

Fire Chief Jon Unruh introduced the item, explaining that the trigger for reviewing a new fire code edition is typically a provision that offers meaningful operational benefit to the department. He noted that the last code update, adopted in 2015, was driven by in-building public safety radio coverage requirements—a provision that Fire Marshal Jason Baloga has since leveraged extensively to ensure

radio coverage in all major buildings in Farmington Hills. The primary driver of the proposed 2021 update is the expanded provisions governing lithium-ion battery technology.

Fire Marshal Baloga presented the recommendation to adopt the 2021 International Fire Code (IFC) with local amendments. He explained that the IFC is updated approximately every three years and is developed in parallel with the International Building Code (IBC). Michigan has already adopted the 2021 Michigan Building Code (based on the 2021 IBC), and adopting the corresponding 2021 IFC would bring the city's fire prevention regulations into alignment with the building standards already applied in the community. Fire Marshal Baloga noted that the lack of alignment creates confusion for contractors, engineers, architects, and business owners who are subject to two different code generations simultaneously.

The 2021 IFC addresses emerging hazards from lithium-ion batteries found in electric vehicles, e-bikes, scooters, power tools, and battery energy storage systems—technologies that were not widely recognized when the previous code was written.

Councilmember Knol raised a concern that even the 2021 IFC may already be outdated in certain respects, citing as an example that the code requires flame detectors while camera-based detection technology, already in use as an internal standard in the automotive industry, is more advanced and not yet reflected in the code. She asked whether businesses would be required to install both flame detectors and cameras, and whether the fire marshal would offer flexibility in such cases. Fire Marshal Baloga acknowledged that technology consistently outpaces code development and that flexibility is available within the code to manage specific hazards on a site-specific basis. He noted that in his eight years as fire marshal, he has never needed to take a matter to the Board of Appeal, as issues are typically resolved through early communication and project meetings during the planning commission phase.

Mayor Rich asked why the city is adopting the 2021 edition rather than the more recent 2024 IFC. Fire Marshal Baloga explained that aligning with the state's currently adopted building code—the 2021 edition—is the standard best practice, even if a newer IFC edition exists nationally.

Councilmember Knol also indicated she has additional questions regarding the city's use of third-party plan review and how it compares to practices in other jurisdictions, which she agreed to discuss with Fire Marshal Baloga outside of the meeting.

Councilmember Boleware asked what the practical risks are of remaining out of alignment with the state building code, and Fire Marshal Baloga confirmed it creates inconsistency and confusion for all parties engaged in the construction and inspection process.

ADJOURNMENT

Mayor Rich adjourned the meeting at 7:24pm

Respectfully submitted,

Carly Lindahl, City Clerk

**MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
CITY HALL – COUNCIL CHAMBER
AUGUST 10, 2026 – 7:30 PM**

The regular session of the Farmington Hills City Council was called to order by Mayor Rich at 7:34PM.

Councilmembers Present: Aldred, Boleware, Dwyer, Knol, Rich and Starkman

Councilmembers Absent: Bridges

Others Present: Acting City Manager Mondora, City Clerk Lindahl, Directors Aranowski, Kettler-Schmult and Rushlow, Police Chief Piggott, Fire Chief Unruh and City Attorney Joppich

PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Farmington Hills resident and Eagle Scout Cecilia Cardone.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Boleware, support by Dwyer, that the City Council of Farmington Hills hereby amends the agenda to correct the address in item #9, as follows:

9. Consideration of a request from MH Restaurant Group, LLC for the transfer of ownership of a 2026 Class C Liquor License with various permits to 31130 Orchard Lake Road.

MOTION CARRIED 6-0.

On behalf of the City, Mayor Rich recognized Ms. Cardone for her leadership and dedication demonstrated through her Eagle Scout project to restore the Old Mill historical marker in Farmington Hills.

Ms. Cardone explained that the project included reshingling the Old Mill historical marker roof, replacing boards, restraining the wood, and planting hostas around the base of the main structure. Ms. Cardone expressed gratitude for family members and scouts who helped with the project.

Mayor Rich provided Ms. Cardone with a Certificate of Recognition.

PROCLAMATION RECOGNIZING FARMINGTON HILLS NATIVE MEGAN KELLER, 2026 OLYMPIC GOLD MEDALIST

The following proclamation was read by Councilmember Knol:

**PROCLAMATION
Recognizing Farmington Hills native Megan Keller
2026 Olympic Gold Medalist, 2026 PWWHL Defender of the Year and Patron of Local Youth
Hockey
Aug. 10, 2026**

- WHEREAS,** The Olympics celebrate the best in sportsmanship, athleticism and competition, whose mission is to build a better and peaceful world by educating youth through sport and friendship; and
- WHEREAS,** the sport of hockey is loved and enjoyed by players of all genders, ages and abilities in our community and professionally with the Red Wings, and played in local rinks, including the Farmington Hills Ice Arena; and
- WHEREAS,** Farmington Hills native Megan Keller earned her second Gold Medal in Women's Hockey at the 2026 Winter Olympic Games where she scored the Golden Goal in Team USA's winning match against Canada; and
- WHEREAS,** with her world-class skills, team spirit, and competitive edge, Megan was also part of winning six International Ice Hockey Federation Women's World Championships, and was named the 2026 PWHL Defender of the Year; and
- WHEREAS,** she partnered with the NHL Foundation to create grants to empower local girls to enter the sport of hockey and serves as a role model to athletes on how to achieve success through teamwork, perseverance and rigorous training; and
- WHEREAS,** Megan Keller continues to bring great honor to our country in hockey and in the community, and who from Farmington Hills has become one of the world's best women's hockey players.

NOW, THEREFORE, I, Theresa Rich, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby honor Megan Keller for embodying the commitment, team spirit and resilience that are characteristic of the Farmington Hills community, and wish for continued success in all her future endeavors, on and off the ice.

Megan's mother Lynn Keller accepted the proclamation on Megan's behalf. Ms. Keller shared Megan's disappointment that she could not be present, and said that Megan was honored to accept the proclamation and proud to be from Farmington Hills.

RECOGNITION OF THE CITY OF FARMINGTON HILLS OUTSTANDING EMPLOYEES

Acting City Manager Mondora recognized City employees in attendance who were honored at the Annual Recognition and Service Awards on July 30th.

- Police Officers of the Year Officer Timothy Shingleton and Officer Devin Hunt for demonstrating extraordinary courage in heroic rescues and in safely resolving dangerous, complex incidents.
- Outstanding Employee of the Year Crime Data Analyst Avery Swickard for her incredible impact through data expertise and behind-the-scenes support.
- Firefighter of the Year Sergeant James Chesney for his professionalism, steady leadership, and mentoring at every level in the Fire Department.
- Outstanding Employee of the Year Senior HR Analyst Nidhi Parikh for helping guide the Human Resources Department through a major transformation with positivity, humility, and a team-focused approach.

Acting City Manager Mondora also recognized Outstanding Employees of the Year Parks and Golf Office Manager Colleen Pace and Accounting Specialist Brant Klassen, and Civilian Employee of the Year IT Systems Analyst Davin Asmar, who were not present.

Acting City Manager Mondora thanked Mayor Rich and City Council for their support and participation in the awards ceremony, and State Representative Samantha Steckloff for presenting awards. Acting City Manager Mondora noted that the 50th Annual Recognition and Service Awards would be held in 2027.

ANNOUNCEMENTS/PRESENTATIONS FROM CITY BOARDS, COMMISSIONS AND PUBLIC OFFICIALS
PRESENTATION OF THE FARMINGTON AREA ARTS COMMISSION 2025 ANNUAL REPORT

None.

CORRESPONDENCE

Mayor Rich noted that correspondence received by Councilmembers that required action to be taken by the City is forwarded to the City Manager's Office.

CONSENT AGENDA

MOTION by Starkman, support by Aldred, to approve the consent agenda as read.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, DWYER, KNOL, RICH, AND STARKMAN

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

CONSENT AGENDA ITEMS FOR DISCUSSION

None.

COUNCILMEMBERS' COMMENTS AND ANNOUNCEMENTS

Councilmember Aldred thanked and congratulated CARES of Farmington Hills for the success of the annual CARES Duck Race & Family Fun Day fundraiser on August 5th.

Councilmember Aldred referenced the 2026 Transportation Asset Management Plan just passed on the Consent Agenda and noted that the City had already met or was on track to meet road improvements goals set for 2029. Councilmember Aldred recognized Director of Public Services Jacob Rushlow, City Engineer Mark Saksewski, and City staff for their work improving road conditions in the City.

Mayor Rich wished Farmington Hills resident William Holmes a happy 100th birthday.

Mayor Rich reported that the Feed the Need Community Dinner pilot was held on July 27th. The dinner was hosted by the Nardin Park United Methodist Church, Heartfelt Harvest, Iskcon Farmington Hills, and the American Legion Riders. Mayor Rich said about 50 people attended the dinner, and another dinner was planned for the next quarter.

Mayor Rich congratulated the Neighborhood House on the upcoming Sunrise Gala annual fundraiser on August 12th.

Mayor Rich announced that Walk the Hawk would take place on August 12th at 7:00pm. The walk would be held outside on the track or on the third floor, depending on weather.

CITY MANAGER UPDATE

Acting City Manager Mondora reported on the following:

- The annual Citywide Open House is scheduled for Saturday, October 3rd at the City Municipal Campus. The free, family-focused event would take place from noon to 3:00pm, rain or shine.
- A new Special Services event, *The Hawk Experience: Play, Shop, Explore*, would be held on October 17th from noon to 4:00pm at The Hawk. The event would include a Michigan Maker's Market, guided tours of The Hawk, and the Fan Jam Final Four mobile engagement truck, offering a basketball themed experience.
- Congratulated Police Chief John Piggott for his appointment to the Michigan Community Corrections Board by Governor Whitmer.

NEW BUSINESS

CONSIDERATION OF APPROVAL OF APPOINTMENT TO THE ZONING BOARD OF APPEALS.

MOTION by Knol, support by Starkman, that the City Council of Farmington Hills hereby confirms the Mayor's recommendation to appoint the following individual to the following Board:

Zoning Board of Appeals

Tony Reames - Alternate

Length of Term:

Unexpired Term

Term ending:

February 1, 2028

Tony Reames will fill Satya Injeti's alternate seat, as Mr. Injeti had been moved to a full member seat.

MOTION CARRIED 6-0.

CONSIDERATION OF APPROVAL OF A ONE-FAMILY CLUSTER OPTION AGREEMENT AND CONSERVATION EASEMENT AGREEMENT FOR REVISED CLUSTER SITE PLAN 59-4-2019, CEDARS OF FARMINGTON ROAD. CMR 8-26-104

Director of Planning and Community Development Kettler-Schmult explained that the Cedars of Farmington Road development plan was for 10 detached homes on the site of the former Kendallwood Swim Club, which was now vacant. The One-Family Cluster Option Agreement and companion Conservation Easement Agreement were conditions of the approval of the development plan from City Council on May 11, 2026. The applicant was also present.

MOTION by Dwyer, support by Boleware, that the City Council of Farmington Hills hereby approves the One-Family Cluster Option Agreement and Conservation Easement Agreement for Revised Cluster Site Plan 59-4-2019, Cedars of Farmington and authorizes the Acting City Manager to sign on behalf of the City of Farmington Hills.

Mayor Rich noted that Council had discussed this item several times.

MOTION CARRIED 6-0.

CONSIDERATION OF APPROVAL OF FIRST MODIFICATION TO CONSENT JUDGMENT #94 – SAFEWAY ACQUISITION COMPANY, LOCATED AT 37500 TWELVE MILE. CMR 8-26-105

Director of Planning and Community Development Kettler-Schmult explained that the applicant was requesting a modification to the Consent Judgment in order to make site modifications that included façade and landscaping updates. The applicant was also present.

Councilmember Knol said she supported the façade and landscaping updates, but emphasized the importance of landscaping maintenance and weed removal along 12 Mile Road, including at this location.

MOTION by Knol, support by Dwyer, that the City Council of Farmington Hills hereby approves the first modification to Consent Judgment #94 for 37500 Twelve Mile Road and authorizes the City Attorney to sign on behalf of the City.

MOTION CARRIED 6-0.

CONSIDERATION OF APPROVAL OF THE INTRODUCTION OF AN ORDINANCE TO ADD A NEW CHAPTER ENTITLED “CITY SEALS, LOGOS, AND FLAGS” TO PROHIBIT USE OF THE CITY’S OFFICIAL SEAL, LOGOS, AND FLAG FOR PRIVATE COMMERCIAL USE. CMR 8-26-106

Mayor Rich noted that there had been a robust discussion of this item at a recent Study Session.

City Attorney Joppich explained that the draft ordinance included updates requested by City Council at the Study Session, including the ability to provide permission to use City logos, and the ability of City service providers and consultants to use City logos for work being done for the City but not for advertising for work in other communities. City Attorney Joppich noted that the ordinance covered the City seal that is embossed on key documents in the City Clerk’s office, the City flag, and all existing and future City logos.

Councilmember Aldred agreed that the updated draft ordinance captured City Council discussion and was a good step towards preventing third parties from using City logos for their own commercial gain.

MOTION by Aldred, support by Starkman, that the City Council of Farmington Hills hereby approves the INTRODUCTION of an Ordinance to add a new chapter entitled “CITY SEALS, LOGOS, AND FLAGS” to prohibit use of the City’s official seal, logos, and flag for private commercial use.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, DWYER, KNOL, RICH, AND STARKMAN

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

CONSIDERATION OF APPROVAL OF APPOINTMENT OF VOTING DELEGATE AND ALTERNATE VOTING DELEGATE FOR THE MICHIGAN MUNICIPAL LEAGUE ANNUAL MEETING TO BE HELD ON OCTOBER 7, 2026.

MOTION by Knol, support by Starkman, that the City Council of Farmington Hills hereby approves the appointment of Councilmember Jackie Boleware to be the voting delegate for the Michigan Municipal League Annual Meeting to be held on October 7, 2026.

MOTION CARRIED 6-0.

CONSIDERATION OF REQUEST FROM MH RESTAURANT GROUP, LLC FOR THE TRANSFER OF OWNERSHIP OF A 2026 CLASS C LIQUOR LICENSE WITH VARIOUS PERMITS TO 31130 ORCHARD LAKE ROAD.

City Clerk Lindahl explained that the applicant was requesting the transfer of ownership of a 2026 Class C Liquor License from another community for Zarzoor Prime, a proposed full-service restaurant at 31130 Orchard Lake Road. The license included AM and PM Sunday Sales, a Dance Entertainment permit, and Outdoor Service. The request has been routed to all departments and no objections were raised.

Attorney Brandon Kastaw was present on behalf of the request. Owner Wael Yousif was also present.

Mr. Katz explained that Zarzoor is an upscale Middle Eastern restaurant, and that the proposed restaurant would be an elevated version of the popular Zarzoor restaurant located in Sterling Heights. Mr. Katz had menu items, the floor plan, the site plan and other documents available for review.

Mr. Yousif said the proposed restaurant would be upscaled to serve the community, and that they looked forward to coming to Farmington Hills. A May 2027 opening was planned.

MOTION by Dwyer, support by Knol, that the City Council of Farmington Hills hereby adopts the resolution for APPROVAL to the Michigan Liquor Control Commission for the request from MH Restaurant Group LLC to transfer ownership of a 2026 Class C Liquor License with Sunday Sales (AM & PM), Dance Entertainment, and Outdoor Service permits to Zarzoor to be located at 31130 Orchard Lake Road.

Mayor Pro-Tem Boleware welcomed the applicant to Farmington Hills and noted that Orchard Lake Road was becoming an international mile of various ethnic foods and shops.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, DWYER, KNOL, RICH, AND STARKMAN

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

CONSIDERATION OF REQUEST FROM MOSLEM SHRINERS FOR THE TRANSFER OF LOCATION OF A 2026 CLASS C LIQUOR LICENSE WITH VARIOUS PERMITS TO 37987 INTERCHANGE DRIVE.

City Clerk Lindahl explained that the applicant was requesting the transfer of a 2026 Class C Liquor License from another community. The request has been routed to all departments and no objections were raised.

Robert Pate, Moslem Shriners, explained that the Moslem Shriners were located in Southfield until COVID and subsequently spent two years located in Novi while they looked for a new home. Mr. Pate said the Moslem Shriners were the only fraternal order that owns their own philanthropy, Shriners Hospitals for Children, with 22 medical centers and 150 clinic locations around the world. The Farmington Hills Moslem Shriner Temple cares for 1,200 children with 650 in active care in an eleven-county area using eight different hospitals, and was also serving international patients who come to their hospitals for care.

Mr. Pate said rentals of the building would be limited. The building is primarily for fraternal use and for fundraising. A cornhole league would also meet in the building. Members of the fraternity have Safe Serve certificates for alcohol and food. He reminded everyone that the medical care was provided to children cost-free, and the Moslem Shriners were looking forward to being a member of the Farmington Hills community.

MOTION by Starkman, support by Boleware, that the City Council of Farmington Hills hereby adopts the resolution for APPROVAL to the Michigan Liquor Control Commission for the request from Moslem Shriners to transfer location of a 2026 Class C Liquor License with Sunday Sales (PM) and Dance-Entertainment permits, with the addition of a new Sunday Sales (AM) permit to 37987 Interchange Drive.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, DWYER, KNOL, RICH, AND STARKMAN

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

CONSIDERATION OF AN APPEAL OF FREEDOM OF INFORMATION ACT REQUESTS DATED JUNE 24 AND JUNE 29, 2026.

City Attorney Joppich explained that the appeals were two appeals of FOIA determinations made regarding the disclosure of police records that were filed by Karen Hamama. City Attorney Joppich asked if the appellant was present, and there was no response.

City Attorney Joppich referenced the original requests and the response issued by the City, and explained that certain personal information was redacted from police records according to the Crime Victims Act and Child Protection Law, which was an exception under the Michigan Freedom of Information Act.

City Attorney Joppich said he did not see a basis in the materials provided by the appellant for why the decision to redact was wrong considering those factors.

MOTION by Aldred, support by Dwyer, that the City Council of Farmington Hills hereby affirms the partial denial of Karen Hamama's June 24, 2026, FOIA request and her June 30, 2026 FOIA request and resulting redactions to the City records provided to her and direct the City Clerk to issue formal written notice of this decision to Ms. Hamama pursuant to MCL 15.240, for the following reasons:

1. The redactions applied by the Police Department are legally permissible under FOIA Subsections 13(1)(a), 13(1)(b)(iii), and 13(1)(d), because:
 - the redacted information includes highly sensitive medical information, specific abuse allegations, and the identities of accused parties;
 - releasing such information would constitute a clearly unwarranted invasion of privacy of a minor child, uncharged individuals, and reporting medical professionals; and
 - the redactions are required to comply with and otherwise legally supported under the Michigan Crime Victim's Rights Act and the Michigan Child Protection Law.
2. Disclosing the medical information, abuse allegations, and identities of the accused parties in this matter would shed no light on the operations of the Farmington Hills Police Department, which runs contrary to the core purpose of the Freedom of Information Act.
3. Ms. Hamama has not provided any basis or information showing that the City erroneously or improperly redacted information from the records provided to her.

MOTION CARRIED 6-0.

CONSENT AGENDA

RECOMMENDED ACCEPTANCE OF THE 2026 – 2029 TRANSPORTATION ASSET MANAGEMENT PLAN AND ADOPTION OF RESOLUTION. CMR 8-26-107

MOTION by Starkman, support by Aldred, that the City Council of Farmington Hills hereby accepts the 2026 Transportation Asset Management Plan and provides a signed resolution and copy of the TAMP to the Transportation Asset Management Council, as required by Public Act 325 of 2018.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, DWYER, KNOL, RICH, AND STARKMAN

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF SINGLE AND TANDEM AXLE DUMP TRUCK PARTS, RELATED EQUIPMENT AND SERVICES TO TRUCK AND TRAILER SPECIALTIES, INC. IN AN AMOUNT NOT-TO-EXCEED THE ANNUAL BUDGETED AMOUNT AND NOT-TO-EXCEED A TOTAL OF FIVE YEARS. CMR 8-26-108

MOTION by Starkman, support by Aldred, that the City Council of Farmington Hills hereby authorizes the Acting City Manager to approve a purchase order with Truck and Trailer Specialties Inc. for truck parts and repair services in an amount not-to-exceed the annual budgeted amount and not-to-exceed a total of five (5) years.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, DWYER, KNOL, RICH, AND STARKMAN
Nays: NONE
Absent: BRIDGES
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF FIRE ENGINE FRAME AND SUSPENSION REPAIRS TO R&R FIRE TRUCK REPAIRS INC. IN THE AMOUNT OF \$31,369.68. CMR 8-26-109

MOTION by Starkman, support by Aldred, that the City Council of Farmington Hills hereby authorizes the Acting City Manager to issue a purchase order to R&R Fire Truck Repairs Inc., for frame rust mitigation and associated suspension repairs, in the amount of \$31,369.68.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, DWYER, KNOL, RICH, AND STARKMAN
Nays: NONE
Absent: BRIDGES
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF A SPECIAL EVENT PERMIT FOR ATHLETE LAB'S MEGAN KELLER DAY TO BE HELD AUGUST 20, 2026.

MOTION by Starkman, support by Aldred, that the City Council of Farmington Hills hereby approves a Special Event Permit for Athlete Lab's Megan Keller Day to be held August 20, 2026 from 4:00pm to 8:00pm at Athlete Lab, located at 23955 Freeway Park Drive, subject to the following terms and conditions:

- The event is open to the public and expecting 1000 people
- One (1) 40' x 60' tent will be on the applicant's property
- Three (3) food trucks on property
- There is no issue for a partial closure of Freeway Park Drive
- There will be no obstruction preventing emergency vehicles from entering the property at any time
- Proponent shall contact the Fire Department to schedule food truck(s) inspection
- No parking within 20' of any tent
- Egress shall be maintained throughout the building
- Fire lanes shall not be blocked or restricted
- Cooking/open flame devices shall not be used under tents and shall be at least 20' away
- Food trucks shall operate according to NFPA and Fire Prevention Code standards, and specifically:
 - ☐ Ensure that fuel tanks are filled to the capacity needed for uninterrupted operation for the duration of the event
 - ☐ All connections/piping shall be checked for leaks prior to operating

- ☐ Any cooking system which produces grease laden vapors shall be protected by listed fire extinguishing equipment
- ☐ Fire extinguishers shall be installed and maintained according to NFPA 10
- NHL Street Hockey inflatable shall be properly anchored according to manufacturers' recommendation to prevent movement during unexpected winds
- All applicable permits shall be applied for through the Building Department
- Proponent must contact Fire Prevention to schedule an inspection prior to beginning the event
- Event shall comply with minimum Fire Prevention Code requirements
- All obstruction, tables, yard games, shall be placed on one side of the street
- Barricades shall be removed immediately upon an emergency
- Those responsible for removing the barricades shall be designated and understands their responsibility prior to the event
- Suburban Sports Enterprises LLC dba Athletic Lab shall agree/acknowledge that blocking of the street may delay emergency response
- ROAD CLOSED AHEAD signs should have a "Freeway Pk" sign below them
- ROAD CLOSED AHEAD signs should be closer to the main access points of 10 Mile Road and Halsted Road to give enough advance warning (see attached)
- Required electrical permit for Fairs/and Festival safety inspection from the city's electrical inspector. Inspection will need to schedule during working hours the day before the event

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, DWYER, KNOL, RICH, AND STARKMAN

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF A SPECIAL EVENT PERMIT FOR THE FARMINGTON COMMUNITY LIBRARY TO ADD AN ADDITIONAL DAY TO THEIR FOOD TRUCK TUESDAYS, THAT BEING SEPTEMBER 1, 2026.

MOTION by Starkman, support by Aldred, that the City Council of Farmington Hills hereby approves a Special Event Permit for the Farmington Community Library to add an additional day to their Food Truck Tuesdays on September 4, 2026 from 5pm to 7pm at the Farmington Community Library located at 32737 W. 12 Mile Road, Farmington Hills, subject to the following terms and conditions:

- There will be parking on the property
- The applicant is expecting approximately 100 participants every Tuesday
- There will be three (3) 10x10 tents on site as well as two (2) food trucks
- The applicant has not asked for assistance from the Police Department and no issue with emergency vehicle access
- There will be no parking within 20' of any tent

- Egress shall be maintained throughout the building
- Fires lanes shall not be blocked or restricted
- Cooking/open flame devices shall not be used under tents and shall be at least 20' away
- Proponent shall contact the Fire Department to discuss the food truck inspection process
- Food trucks shall operate according to NFPA and Fire Prevention Code standards, and specifically:
 - ☐ Ensure that fuel tanks are filled to the capacity needed for uninterrupted operation for the duration of the event
 - ☐ All connections/piping shall be checked for leaks prior to operating
 - ☐ Any cooking system which produces grease laden vapors shall be protected by listed fire extinguishing equipment
 - ☐ Fire extinguishers shall be installed and maintained according to NFPA 10
- All applicable permits shall be applied for through the Building Department
- Event shall comply with minimum Fire Prevention Code requirements
- If the event utilizes a driveway closure at 12 Mile, it should be clearly delineated with drums or cones to ensure motorists understand the access point is closed

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, DWYER, KNOL, RICH, AND STARKMAN

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF A SPECIAL EVENT PERMIT FOR THE ISKCON ANNUAL BIRTH FESTIVAL OF KRISHNA TO BE HELD SEPTEMBER 4 THROUGH SEPTEMBER 6, 2026.

MOTION by Starkman, support by Aldred, that the City Council of Farmington Hills hereby approves a Special Event Permit for ISKCON Farmington Hills to hold the Annual Birth Festival of Krishna on Friday, September 4 through Sunday, September 6, 2026, from 5:00pm to 10:00pm at ISKCON Farmington Hills, located at 36600 Grand River Avenue, subject to the following terms and conditions:

- There will be twenty-six (26) 10x10 tents onsite used for seating and for vendors selling merchandise
- There will be a stage setup for live music and applicant was advised about loud music local ordinance
- The applicant is expecting 1,200 people each day, which will be open to the public
- Both entrances will be open for emergency vehicles in case the need arises
- The applicant has not asked for assistance from the police department
- No parking within 20' of any tent. Further, the west drive shall remain clear from Grand River to Lochdale for emergency vehicles
- Egress from the facility shall not be restricted

- Fire lane shall not be blocked or restricted
 - ☐ Temporary “NO PARKING FIRE LANE” signs shall be put up along Lochdale and Independence Office Drive on 9/4, 9/5 & 9/6
- Cooking/open flame devices shall not be used under tents
- **Proponent must contact Fire Prevention prior to beginning event to schedule a site inspection**
- Event shall comply with minimum Fire Prevention Code requirements
- ISKCON Farmington Hills has received permission from Middela LLC to use their two parking lots for visitors

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, DWYER, KNOL, RICH, AND STARKMAN

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF CITY COUNCIL STUDY SESSION MINUTES OF JULY 13, 2026.

MOTION by Starkman, support by Aldred, that the City Council of Farmington Hills hereby approves the City Council study session minutes of July 13, 2026.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, DWYER, KNOL, RICH, AND STARKMAN

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF CITY COUNCIL REGULAR SESSION MINUTES OF JULY 13, 2026.

MOTION by Starkman, support by Aldred, that the City Council of Farmington Hills hereby approves the City Council regular session minutes of July 13, 2026.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, DWYER, KNOL, RICH, AND STARKMAN

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF CITY COUNCIL, PLANNING COMMISSION AND ZONING BOARD OF APPEALS SPECIAL JOINT STUDY SESSION MINUTES OF JULY 20, 2026.

MOTION by Starkman, support by Aldred, that the City Council of Farmington Hills hereby

approves the City Council, Planning Commission and Zoning Board of Appeals special joint study session minutes of July 20, 2026.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, DWYER, KNOL, RICH, AND STARKMAN
Nays: NONE
Absent: BRIDGES
Abstentions: NONE

MOTION CARRIED 6-0.

ADDITIONS TO AGENDA

There were no additions to the agenda.

PUBLIC COMMENTS

Mayor Rich read an email comment from Charles Blackwell, pursuant to the Michigan Persons with Disabilities Civil Rights Act, who wrote, "Good evening. I had a medical emergency a few weeks ago, and all the EMS units were temporarily tied up on other runs since it was a busy time period around 4 p.m. Paramedics made the scene via fire truck, but I had to wait until an EMS unit made the scene since I needed to go to the hospital via stretcher. Fire Chief Unruh needs to come to Council and explain to the public how many EMS units are typically available and what happens when an EMS unit is not available."

Steven Ludwig, Farmington Hills resident, made observations about several development projects in the City and their impact on traffic.

Pamela Santo, Farmington Hills resident, shared pictures of deer taken in her yard and asked for an update on deer culling in the City, noting that she had been unable to make contact with Deputy Special Services Director Farmer about an update. Ms. Santo, a Moran Street resident whose property borders the Tawheed Center, said that the fence between the Tawheed Center and her property was in disarray and overgrown on the Tawheed Center side of the fence. Ms. Santo said that nuisance animals and pests came through gaps in and under the fence and then under her shed, and that Tawheed dumpsters need to be taken care of. Ms. Santo said that she would like a masonry wall installed on the property line.

Mayor Rich asked Acting City Manager Mondora to address the issue with Code Enforcement and Ms. Santo, and provide an update on the deer.

Michael Harris, Farmington Hills resident, said he was on the Beautification Committee, but was speaking as a member of the Farmington Hills community. Mr. Harris said the Beautification Committee and award ceremony have served the community well for years, but there were disturbing trends over the last eight years, and there should be updates to continue to serve with excellence. He asked City Council to be open to new ideas, saying that he would share concerns at this meeting and solutions during the next City Council meeting. Mr. Harris expressed his concerns with the ceremony stating that the ceremony does not represent the community and did not educate the community on environmentally friendly practices, which is one of its main purposes as listed in the Bylaws.

CITY ATTORNEY REPORT

The City Attorney Report was received by Council.

ADJOURNMENT

The regular session of City Council meeting adjourned at 8:36pm.

Respectfully submitted,

Carly Lindahl, City Clerk

**MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL SPECIAL MEETING
CITY HALL – COMMUNITY ROOM
AUGUST 12, 2026 – 5:30 PM**

The special meeting of the Farmington Hills City Council was called to order by Mayor Rich at 5:30pm.

Councilmembers Present: Aldred, Boleware, Bridges, Dwyer, Knol, Rich and Starkman

Councilmembers Absent: None

Others Present: City Clerk Lindahl, Director Brown, City Attorney Joppich and Anne Lewis, Senior Manager – Raftelis

APPROVAL OF SPECIAL MEETING AGENDA

MOTION by Bridges, support by Dwyer, to approve the special meeting agenda as published.

MOTION CARRIED 7-0.

CONSIDERATION OF APPROVAL TO ENTER INTO A CLOSED SESSION UNDER SECTION 8(1)(F) OF THE MICHIGAN OPEN MEETINGS ACT TO REVIEW AND CONSIDER THE CONTENTS OF THE APPLICATIONS FOR EMPLOYMENT OR APPOINTMENT TO THE CITY MANAGER POSITION SUBMITTED BY CANDIDATES WHO HAVE REQUESTED THAT THEIR APPLICATION REMAIN CONFIDENTIAL. (NOTE: COUNCIL WILL RETURN TO OPEN SESSION IMMEDIATELY FOLLOWING THE CLOSED SESSION).

MOTION by Starkman, support by Knol, that the City of Farmington Hills City Council approves entering into a closed session under Section 8(1)(f) of the Michigan Open Meetings Act to review and consider the contents of the applications for employment or appointment to the City Manager position submitted by candidates who have requested that their application remain confidential.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, DWYER, KNOL, RICH AND STARKMAN

Nays: NONE

Absent: NONE

Abstentions: NONE

MOTION CARRIED 7-0.

Council returned to open session immediately following the closed session, at 7:34pm.

SELECTION OF CANDIDATES TO BE INTERVIEWED FOR THE CITY MANAGER POSITION

City Attorney Steve Joppich confirmed that Council had discussed the candidates identified in the Raftelis Review Report, whose names have been assigned alphabetical letters, from which Council is to select finalists to be interviewed.

MOTION by Aldred, support by Starkman, that the City of Farmington Hills City Council selects candidates CC, EE, V, X, and KM as the candidates to be interviewed for the City Manager position.

Roll Call Vote:

Yeas:	ALDRED, BOLEWARE, BRIDGES, DWYER, KNOL, RICH AND STARKMAN
Nays:	NONE
Absent:	NONE
Abstentions:	NONE

MOTION CARRIED 7-0.

DISCUSSION OF THE INTERVIEW DATES, PROCESS, AND LOGISTICS FOR THE CITY MANAGER POSITION

Anne Lewis, Senior Manager of Raftelis led the discussion on scheduling. Several dates were considered, Council settled on Saturday, September 26th, with interviews between 9:00 AM and 4:00 PM to allow time for breaks and deliberation. The location was confirmed as Council Chambers at City Hall, as the interviews constitute an open meeting and the chambers were deemed more appropriate given the significance of the matter.

City Attorney Joppich raised the question of whether a backup date should be set in case a second round of interviews became necessary. After some discussion Council decided on Sunday, September 27th, beginning at 1:00 PM, as a backup date for a potential second round. Attorney Joppich noted that if a decision is reached on September 26th, a motion to cancel the September 27th meeting would be necessary, as it would need to be publicly noticed in advance.

MOTION by Knol, support by Dwyer, that the City of Farmington Hills City Council approves to hold candidate interviews on Saturday, September 26th, beginning at 9:00 AM in Council Chambers, with a contingent second round on Sunday, September 27th, beginning at 1:00 PM, in the Council Chambers.

MOTION CARRIED 7-0.

Travel Accommodations

City Attorney Joppich raised the matter of travel accommodations for out-of-state candidates among the five finalists. Ms. Lewis advised that, in standard practice, candidates arrange their own travel and submit receipts for reimbursement, though the city may wish to book hotel accommodations at a government rate. It was agreed that arrangements would follow existing City travel policies.

MOTION by Dwyer, support by Boleware, that the City of Farmington Hills City Council approves to provide travel accommodations and reimbursement for finalist candidates who are required to travel from out of state.

MOTION CARRIED 7-0.

Interview Questions and Format

Ms. Lewis was asked to draft a set of interview questions and share them with City Attorney Joppich and the Council for review prior to the interviews. City Attorney Joppich indicated he would forward the structured question list used during the previous City Manager recruitment as a reference.

Discussion ensued regarding the number and structure of questions. Councilmember Dwyer advocated for fourteen questions organized in two rounds, with each councilmember asking one question per round. Councilmember Knol supported the fourteen-question framework, emphasizing the importance of open-ended questions to elicit comprehensive answers and reduce the need for follow-up questioning. She also noted the legal necessity of consistency, that each candidate should be asked the same questions to avoid any perception of bias.

Councilmember Bridges expressed concern about feeling restricted in his ability to ask individualized follow-up questions. City Attorney Joppich cautioned Council that employment interviews carry legal and HR considerations, and that questions, particularly individualized ones, should be submitted for review in advance to ensure no lines are inadvertently crossed.

Councilmember Starkman reminded the body that the interview process is reciprocal — that while the Council is evaluating candidates, the candidates are simultaneously evaluating the Council and the city as a prospective employer. He emphasized the importance of presenting a hospitable and professional environment. Councilmember Boleware echoed this sentiment, stressing that legally permissible, respectful questioning is critical so that strong candidates are not deterred from accepting an offer.

The Council reached consensus on a format of up to fourteen open-ended questions, administered in a 50-60 minute interview window. Ms. Lewis offered to facilitate the interviews, including signaling when ten minutes remained and helping to move discussions along as needed. It was also agreed that each interview would include time for candidates to ask their own questions of the Council and to offer a brief closing statement.

Ms. Lewis further offered to develop a scoring rubric to assist the Council in evaluating candidates consistently. Council expressed support for this.

Regarding deliberation, City Attorney Joppich noted that no decision is required at the conclusion of either interview day, Council may take additional time to consider before making a final selection.

On the matter of broadcasting the interviews, City Attorney Joppich confirmed that the Open Meetings Act nor does the City Council Rules and Guidelines require the interviews to be broadcast. The consensus of Council was to not broadcast, so as to avoid later candidates gaining an unfair advantage by watching the broadcast and learning the questions ahead of time.

DISCUSSION OF THE CITY MANAGER EMPLOYMENT AGREEMENT

City Attorney Joppich explained that the employment agreement item was placed on the agenda proactively so the Council could address any concerns before a selection is made. He noted that some candidates had already inquired about the existence of an agreement, and that a prior City Manager agreement had been shared as a public reference document, though it was made clear that the prior agreement does not necessarily represent what the Council will approve for the new City Manager.

Attorney Joppich described the historical practice: upon selecting a candidate, City Council has directed the City Attorney to negotiate the terms of a contract in coordination with the Mayor, then bring the finalized agreement back for formal Council approval. The existing agreement format has been in use since the 1990s, though it has been updated from City Manager to City Manager to reflect evolving benefits, compensation norms, and professional development provisions.

Councilmember Bridges urged the Council and City Attorney to ensure the agreement is current and reflects today's market rather than outdated precedents.

Councilmember Dwyer specifically raised the question of caps on sick time and compensatory time accumulation, noting that in several Oakland County municipalities, the absence of such caps has led to significant financial exposure upon a City Manager's departure. Ms. Lewis confirmed that capped accrual is common in City Manager agreements, either mirroring city-wide employee policy or structured under an executive-level policy for exempt employees, and that caps are broadly recognized as a risk mitigation measure.

City Attorney Joppich acknowledged the Council's direction and confirmed that the agreement has been updated progressively over time. He noted that the prior agreement's severance structure was not outside the norm for the region, though he committed to ensuring any new agreement reflects current standards.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

The special meeting adjourned at 8:24pm.

Respectfully submitted,

Carly Lindahl, City Clerk