

AGENDA
CITY COUNCIL MEETING
FEBRUARY 28, 2022 – 7:30PM
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>

City Council will be participating in ALICE Training at City Hall at 6pm prior to the regular City Council meeting. This is for training purposes only and no official business will take place. Doors will open at approximately 7:15pm for the 7:30pm regular City Council meeting

REGULAR SESSION MEETING BEGINS AT 7:30P.M. IN THE CITY COUNCIL CHAMBER

STUDY SESSION (No Study Session Meeting Scheduled for February 28, 2022)

REGULAR SESSION MEETING

CALL REGULAR SESSION MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Approval of regular session meeting agenda
2. [Proclamation](#) supporting efforts of the Farmington Area Commission on Aging for the Prevention of Elder Financial Abuse
3. Presentation of [Historic District Commission 2021 Annual Report](#)
4. Presentation of [Planning Commission 2021 Annual Report](#)

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 9 - 18)

All items listed under Consent Agenda are considered routine 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

PUBLIC QUESTIONS AND COMMENTS

Limited to five (5) minutes for any item of City business not on the agenda.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

CITY MANAGER UPDATE

PUBLIC HEARING:

5. Public hearing and consideration of an amendment to [Planned Unit Development \(PUD\) 5, 1993](#), including site plan SP 65-10-2021, to develop a portion of a parcel located at the south side of W. 12 Mile Road between Investment Drive and Drake Road.

NEW BUSINESS:

6. Consideration of approval of [appointments](#) to various boards and commissions.
7. Consideration of approval of the [transfer of ownership of a 2021 Class C & SDM Liquor License](#) with Sunday Sales and Dance Permit located at 27406 W. 8 Mile Road.
8. Consideration of approval of the [Commercial Rehabilitation District Establishment and Exemption Certificate Policy](#).

CONSENT AGENDA:

9. Recommended approval of award of contract for Heritage Hills and Wedgewood Commons Subdivision Road Reconstruction Program, Phase II to Florence Cement Company in the amount of \$4,569,898.14. [CMR 2-22-14](#)
10. Recommended approval of award of contract for the City Hall Campus Parking Lot Replacement Project to Nagle Paving Company, in the amount of \$316,487.98. [CMR 2-22-15](#)
11. Recommended approval of award of contract for Armored Courier-Remote Safe Services with PNC Bank in a total amount of \$141,130 over a period of 5 years; with possible extensions. [CMR 2-22-16](#)
12. Recommended approval of purchase of a 2022 Ford Police Interceptor Replacement Fleet Vehicle from Signature Ford in the amount of \$34,129.00. [CMR 2-22-17](#)
13. Recommended approval of award of contract for the Farmington Freeway Industrial Park Phase 1 - Commerce Drive Reconstruction Project to Mark Anthony Contracting Inc., in the amount of \$2,132,547.07. [CMR 2-22-18](#)
14. Recommended approval of award of contract for the Whitlock Street Gravel Conversion Project to Hutch Paving LLC, in the amount of \$1,446,335.40. [CMR 2-22-19](#)
15. Recommended approval of award of bid for Uniform Laundry/Dry-Cleaning Services to Perfect Cleaners in an estimated annual amount of \$25,000 per year, for three (3) years; with possible extensions. [CMR 2-22-20](#)
16. Recommended approval of an agreement with Flock Group, Inc. to provide license plate detection system technology and services. [CMR 2-22-21](#)
17. Recommended approval of the City Council [study session meeting minutes](#) of February 14, 2022.
18. Recommended approval of the City Council [regular session meeting minutes](#) of February 14, 2022.

ADDITIONS TO AGENDA

ADJOURNMENT

Respectfully submitted,

Pamela B. Smith, City Clerk

Reviewed by:

Gary Mekjian, City Manager

REQUESTS TO SPEAK: Anyone requesting to speak before Council on any agenda item other than an advertised public hearing issue must complete and turn in to the City Clerk a blue, Public Participation Registration Form (located in the wall rack by the south door entering the council chambers).

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
Farmington Area Commission on Aging
Prevention of Elder Financial Abuse
February 28, 2022

- WHEREAS,** over 3.5 million Americans, including many elderly people, are the victims of financial exploitation every year; and
- WHEREAS,** the Education Committee of the Farmington Area Commission on Aging (COA) aims to ensure that all Farmington area residents have the opportunity to learn about the prevention of elder financial abuse before it happens; and
- WHEREAS,** the COA Education Committee will undertake a variety of activities to educate seniors, professionals, families, financial institutions, Farmington area public safety representatives, elder care facilities, and other groups to ensure that residents have effective resources to combat elder financial abuse and help them should they become victims; and
- WHEREAS,** we support the group in their efforts to assess the knowledge of community stakeholders on this issue and to create annual education programs to increase awareness about the prevention of elder financial abuse in our community.

NOW, THEREFORE, BE IT RESOLVED that I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby support the efforts of the **Farmington Area Commission on Aging** as they work diligently on the **Prevention of Elder Financial Abuse** and educate our community about this important issue impacting our senior population.

A handwritten signature in black ink that reads "Vicki Barnett".

Vicki Barnett, Mayor



Inter-Office Correspondence

DATE: February 24, 2022 (February 28, 2022, City Council Meeting)

TO: Mayor and City Council Members

FROM: Historic District Commission

SUBJECT: Historic District Commission 2021 Annual Report

The Historic District Commission is forwarding its [2021 Annual Report](#) for review and acceptance by City Council. The Historic District Commission adopted the report at their February 9, 2022, meeting. The Planning Commission accepted the report at their February 17, 2022, meeting. City ordinances require that the Historic District Commission prepare and present an annual report to the Planning Commission and City Council summarizing the Historic District Commission's activities in the prior year.

In accordance with the Historic District Commission's by-laws, once accepted by City Council, the annual report shall be forwarded to the State of Michigan Historic Preservation Office to comply with Certified Local Government requirements.

Historic District Commission Vice Chairperson, Ken Klemmer, will be present at the February 28, 2022, meeting to present.

Attachment:

[Historic District Commission 2021 Annual Report](#)



Historic District Commission

CITY OF FARMINGTON HILLS HISTORIC DISTRICT COMMISSION 2021 ANNUAL REPORT

The City Farmington Hills Historic District Commission is charged with preserving historic districts within the City that reflect elements of the architectural, cultural, economic, political, or social history of the community. This seven-member commission is comprised of City residents working diligently over the past year to further this goal. This report summarizes the Commission's activities in 2021.

2021 Commission Membership

Alec Thomson
Bryan Brincat (resigned)
James Paulson, Vice Chair
John Trafelet
Ken Klemmer, Chair
Lisa Martin, Recording Secretary
Marleen Tulas (newly appointed)
Steve Olson

City Council Liaison:	Valerie Knol, Councilperson
City Staff Liaison(s):	Angeline Lawrence, Staff Planner (resigned) Erik Perdonik, Staff Planner (newly assigned)

2021 Historic District Commission Goals, Objectives, and Initiatives

- ☐ Assist Parks and Recreation Department with scope of work required to help Spice House recover from damage caused by a fallen tree in 2020 and overall building maintenance. HDC formed a special subcommittee to work with the Department.
- ☐ Continue cemetery preservation plan with additional monument cleaning, initiate resetting of large monuments with scope of services for a consultant. Communicate with Department of Public Works to get clarity on landscape guidelines and process for grounds maintenance.
- ☐ Continue oral history project using on-line meeting software and digital tools to capture interviews of older residents, officials, and community stakeholders.
- ☐ Comprehensive video, photo of Sarah Fisher property since development is slated to begin soon. Review existing descriptions of historic properties in our "Blue Book" to expand language and architectural styles of historic districts described in the book.
- ☐ Conduct a workshop on obtaining a certificate of appropriateness and building permits using online resources.
- ☐ Complete study of properties identified in the 2019 reconnaissance survey by contacting property owners and informing them of benefits of local historic designation.
- ☐ Conduct a workshop on obtaining a certificate of appropriateness and building permits.
- ☐ Monitor the preservation status of the Botsford Inn and work with the responsible parties to address various issues regarding the exterior of the structure.

2022 Historic District Commission Goals, Objectives, and Initiatives

- ☐ Assist the City's Special Services Department with upcoming restoration work on the fieldstone wall at the Sherman-Goodenough House (Historic District Site No. 312).



Historic District Commission

- ☐ Assist the City's Special Services Department with the upcoming work on the Spicer House (Historic District Site No. 508) and implement a comprehensive restoration plan for the site.
- ☐ Continue collaboration between the Historic District Commission and City's Department of Public Works in implementing the cemetery preservation plan, including additional monument cleaning and resetting.
- ☐ Continue the oral history project using online meeting software and other digital tools to capture interviews of residents, officials, and community stakeholders.
- ☐ Continue to update the "Blue Book," the City's official guide to its Historic Districts, for accuracy and comprehensiveness, and explore a potential internship opportunity within the Planning Office to assist in such process.
- ☐ Comprehensive video and photo documentation of Sarah Fisher property since development may begin soon.
- ☐ Continue to monitor the preservation status of the Botsford Inn and work with the responsible parties to address various issues regarding the exterior of the structure.
- ☐ Complete study of properties identified in the 2019 reconnaissance survey by contacting property owners and informing them of benefits of local historic designation and continue to identify new sites for potential historic designation.
- ☐ Develop a standardized "welcome package" for new owners of designated historic sites.

Historic District Commission Meetings

In 2021, the Historic District Commission held eight (8) regular meetings. Meetings in May, June, August, and September were cancelled due to lack of business.

Review of Work Within Historic Districts

Review by the Historic District Commission is required whenever work is proposed to the exterior or within one-hundred (100) feet of a designated structure.

Certificates of Appropriateness are granted for a project which meets the United States Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as set forth in Title 36 of the Code of Federal Regulations, Part 67, as amended. Projects which cannot meet the Standards for Rehabilitation are considered for a Notice to Proceed. A Notice to Proceed may be issued where:

- (1) The resource constitutes a hazard to the safety of the public or to the structure's occupants;
- (2) The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing, and environmental clearances, as required;
- (3) Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant area within the historic district or to another site preferably within the city determined to be appropriate by the commission, have been attempted and exhausted by the owner;
- (4) Retaining the resource is not in the interest of the majority of the community.

Certificates of Appropriateness

In 2021, four (4) Certificates of Appropriateness were issued for work within the following districts:

Historic District Site No. 2 – John Garfield House – 35810 West Thirteen Mile Road

Site Overview

This Greek Revival house with a Federalist influence was probably constructed between 1831 and 1838 by John Garfield. The outer portion has hand-hewn beams, and the inner basic beams are logs with bark still on them.

The house experienced extensive remodeling and modification over the years but has been restored to its original Federal-Greek Revival appearance.



The property at one time contained an orchard and a dairy farm. The barn, which has been remodeled into a home, is on neighboring property. A carriage house, to the east of the home, was moved here from its original location near the Botsford Inn.

The John Garfield House is on the Michigan State Registry of Historical Places.

Certificate of Appropriateness 21-1

The Historic District Commission issued a Certificate of Appropriateness for the replacement of the existing cedar shake wood roofs on the main house, carriage house, and remodeled barn with asphalt, charcoal-colored, architectural grade, multilayered roofing.

Historic District Site No. 518 – Edward Chene House – 29920 Ardmore Drive

Site Overview

Built in 1927 for Edward and Evelyn Chene, this colonial revival home has original windows, original shingle siding, original plumbing fixtures, wood floor and coved ceilings. The house is situated on an acre lot. There are beautiful oak trees in the front yard and the first Christmas tree in the house was planted in the back yard and still growing.



Edward Chene was from the pioneer Chene family of Detroit. He was an insurance salesman.

This house was one of the early homes of Oaklands subdivision. It was designed by Emily Butterfield, the first woman licensed to practice architecture in Michigan. Emily worked with her father in the firm of Butterfield and Butterfield.

There are two additions to the house; the one on the south was post World War II, and the addition to the east was built in 1981. The house came under new ownership in 2021.

Certificate of Appropriateness 21-1A

Staff issued an administratively reviewed Certificate of Appropriateness for the installation of white, aluminum, five (5)-inch seamless gutters and downspouts, with gutter guard, on the home.

Certificate of Appropriateness 21-2

The Historic District Commission issued a Certificate of Appropriateness for the installation of a four (4)-foot-tall, black, vinyl-coated, chain-link fence within the rear and side yards.

Historic District Site No. 514 – James F. Cain House – 26135 Holly Hill Drive

Site Overview

A four-square design with Colonial revival details, this small “estate” house with sidewalks to other early models was located prominently in Pasadena Park subdivision.

This house is typical of a 1925 luxury design. Economic conditions of the Great Depression halted the development of the subdivision until after World War II so no more models like this were constructed.



James F. Cain, the builder and developer of Pasadena Park lived here with his wife Genevieve and three children for about ten years. Hollywood Drive became Holly Hill when Pasadena Park was reorganized.

Other unusual features are the basement, which was constructed of brick, and the Pewabic tile in the upstairs bathroom.

Certificate of Appropriateness 21-3

The Historic District Commission issued a Certificate of Appropriateness for the replacement of eight (8) windows on the 1960s family room addition with new double-hung windows with grills.

Notices to Proceed

In 2021, one (1) Notice to Proceed was amended for work within the following districts:

Historic District Site No. 507 – Sarah Fisher Home – 27400 Twelve Mile Road

Site Overview

Egyptian influence used in public building of the 1920s is seen in the original administration office and early buildings of the children's home. Fine brickwork, slate roof, limestone framing on door and windows, and carving over the entrance are used on this structure built in July 1929.

The entrance gates at Twelve Mile and Inkster Roads are outstanding and were restored in 2009.



Background

The Sarah Fisher family built the facility in 1929 to house unwed mothers and their children. The site includes ten (10) cottages, designed to house twenty-four (24) children each, a chapel, and a playroom. By 1934, there were two-hundred (200) children enrolled (ages two (2) to six (6)) and a nursery school was added.

With over twenty (20) buildings sitting on an approximately 31.5-acre campus, it was an important cultural center for over seventy (70) years. Closed in 2005 and unoccupied since, it has been first on the Historic District Commission's "Watch List," which includes historic district sites whose deteriorating condition is of particular concern to the Commission. Efforts to find a buyer to repurpose the many buildings have been fruitless. Working with other potential buyers, the Commission proposed preservation of a limited number of the most significant structures, symbolic of the facility's cultural role.

First Amendment to Notice to Proceed 20-1

The Historic District Commission issued a Notice to Proceed for the demolition of all historic structures on the site, with the exception of the chapel portion of the administration building, entry wall and gates at the corner of Twelve Mile and Inkster Roads, and the historic marker, which shall all be preserved, provided that:

- Materials from the buildings to be razed shall be reused as much as possible;
- Existing wood windows, architecturally significant exterior elements, and historic building material in the historic buildings shall be retained, preserved, and reused in so far as possible in the construction of the new onsite buildings;
- The proponent shall not proceed with any demolition whatsoever until completion of all other associated City of Farmington Hills approvals for complete redevelopment of the property;
- Any structure which is approved for demolition but left standing shall remain subject to Historic District Commission review.



Chapel Concept

As explained in greater detail later in this report in the **Project Updates** section, a Planned Unit Development application process is underway to redevelop the site for skilled nursing and residential uses.

Selected Historic District Commission Activities in 2021

Historic District Site No. 910 – West Farmington Cemetery – Twelve Mile and Halsted Roads

Site Overview

This cemetery was established in 1835 on the grounds of the Baptist Church that once stood there. The church is now gone. When the congregation disbanded, the church moved to the Palacky farm on Twelve Mile on May 4, 1938.

The cemetery was maintained by local families who established a group called the Willing Workers. They raised money and maintained the cemetery. It is now the property of the City of Farmington Hills.



This pioneer cemetery is listed on the Michigan State Registry of Historical Places.

Historic District Site No. 900 – East Farmington Cemetery – Twelve Mile Road between Inkster and Middlebelt Roads

Site Overview

In 1824 Sanford M. Utley came west with his family, including two sons, Peleg and George. His wife, Patience, fell off the wagon when they arrived in July; two months later on September 26, 1824, she was buried on Peleg's farm.

The section of the Utley farm, where Patience was buried, became Farmington's first cemetery. Hers was the first death in the township.

The cemetery was maintained by the East Farmington Cemetery Association with a group called the Mystic Workers taking care of the cemetery with various fundraising activities and their own labor.

The cemetery is now maintained by the City of Farmington Hills. It is listed on the Michigan Registry of Historical Places.



Cemetery Master Plan Implementation

Beginning in 2019, the Historic District Commission undertook leading the preservation of the two (2) city-owned cemeteries: Farmington West Cemetery and Farmington East Cemetery. The Master Plan developed by a Historic District Commission subcommittee is a multi-year, phased approach. Broadly speaking, the phases, which overlap, include documentation, cleanup of the landscape, cleaning of markers, and resetting and restoration of the markers.

While work has been slowed by the pandemic, progress has been steady; including both volunteer efforts and the engagement of professional services.

Throughout 2021, the Historic District Commission continued implementation of its Cemetery Master Plan. Commissioners, with the assistance of City Department of Public Works staff, Fenton Memorials, and volunteers, cleaned and reset monuments in West Farmington Cemetery, including the resetting of twelve (12) larger, heavier monuments along Halsted Road. At East Farmington Cemetery, Boy Scouts assisted Commissioners and volunteers in cleaning monuments at East Farmington Cemetery. Finally, the wrought-iron fence was restored at East Farmington Cemetery in 2021 as well.



Project Updates

Historic District Site No. 507 – Sarah Fisher Home – 27400 Twelve Mile Road

In 2020, a developer began the Planned Unit Development process seeking City approval to redevelop this site for skilled nursing and residential uses. The plans have since been revised in response to City Council comments, which gave rise to the First Amendment to Notice to Proceed 20-1 described previously in this report. The approval process remains ongoing with the developer and City currently exploring various potential economic incentive opportunities. A revised Planned Unit Development and Site Plan application is expected to be received soon. The process will then once again move forward for Planning Commission and City Council consideration.

Historic District Site No. 508 – Spicer House – Heritage Park on Farmington Road

Site Overview

This long low English Country House was designed to blend in with the landscape by talented architect Marcus Burrowes. The house was built in 1926 for attorney David Gray and his wife, Martha. It originally stood on twelve acres of land.

The house was designed with two wings; the outdoors was visible from all rooms. This design was not only beautiful, but practical, because of the cross ventilation.



David Gray died before the house was occupied and Martha Gray moved to California before the house was ever lived in. When Eleanor Goodenough married John Spicer in 1935, Mrs. Gray gave the home and property to the newlyweds. Eleanor was the daughter of Luman Goodenough, a dear friend of the Grays.

Additional acres were purchased for the farm which Eleanor Spicer ran until her death in 1982. At that time the property included 200 acres and Mrs. Spicer liked to refer to it as the only unspoiled place in Farmington Hills.

The land is now Heritage Park with this jewel of a house as its heart. The Spicer House serves as the Park's Visitor Center, with the wings modernized to serve as classrooms and meeting areas. The four historic rooms: the hall, living room with cathedral ceiling, library and dining room, serve for gatherings and displays.

Repairs and Maintenance

In 2020, the Spicer House was damaged by a fallen tree and is generally in need of maintenance in a variety of areas. In 2021, the Historic District Commission worked together with the City's Special Services Department as a variety of repairs were completed.

Funds are budgeted for the replacement of the roof in 2022, as well as work on the gutters and chimney. The Historic District Commission will be highly involved in this project as a Certificate of Appropriateness will be required for the roof replacement.



Historic District Commission

Comprehensive Preservation Plan

The Commission has also begun working with Special Services and consultants on developing and implementing a broader comprehensive preservation plan for the site. This work will continue in 2022.

Historic District Site No. 312 – Sherman-Goodenough House – 24705 Farmington Road

Site Overview

Palmer Sherman, a Farmington grower of seed for Ferry Morse Company, built a brick home on his farm in 1869. Palmer Sherman's home is the southeast portion of the Georgian mansion that was constructed from 1914-1930 when the Goodenoughs converted the farmhouse into their country estate. The additions were designed by architect Marcus Burrowes for Luman Goodenough, a Detroit attorney.



Included in the creation of the Georgian manor were elegant details by the talented architect who specialized in historic periods. There is Pewabic tile in one of the bathrooms. The house was a summer country home before becoming a year-round residence in 1916. The outstanding talent of Marcus Burrowes has been rewarded with registration in the Michigan Registry of Historical Places.

The house is surrounded by a fieldstone wall constructed by Farmington stone mason Henry Mahaney.

When Mrs. Goodenough died in 1967, the terms of the will provided for the home to be given to the community for community use, "provided no tax money was involved." A group of local citizens raised money for the operation of the home as a Community Center, and for over 20 years citizens of Farmington/Farmington Hills have been able to enjoy many social and cultural functions within the walls and grounds of this beautiful home, whose walls are redolent of a more leisurely, elegant age of horses and grooms, chauffeurs, gardeners and servants. Today, the City operates and maintains the site.

Repairs and Maintenance

In 2018 and 2019, the fieldstone wall was damaged as a result of a vehicle accidents. The Historic District Commission worked together with the City's Special Services Department in repairing the wall; however, more extensive repairs to the wall are necessary to ensure its long-term stability. For 2022, Special Services seeks to contract to reconstruct the southern sixty (60) feet of the wall; the Historic District Commission will be highly involved in this project as well.

Historic District Site No. 15 – Botsford Inn – 28000 Grand River Avenue

Site Overview

Built in 1836 by Allen Weston, this Inn was used as a hotel and tavern. It was significant as the Sixteen Mile House when owned and run by Stephen Jennings on the Detroit to Howell Plank Road. Milton Botsford purchased the Inn in 1860 and gave it his name.



In 1924 Henry Ford became owner of the Inn and did extensive restoration. He also moved the Inn back to make room for the widening of Grand River Avenue.

This Inn is listed in the National Registry of Historic Places and Michigan State Registry of Historical Places.

Watch List

In fall 2021, the Historic District Commission received reports regarding the preservation status of the Botsford Inn, owned by Botsford General Hospital and adjacent to the Cancer Center. As a result, the Commission established a subcommittee to visit and assess the condition of the property. The subcommittee's report noted removal of the historic shutters and other evidence of deterioration.

To assure that the property owner is aware of their preservation responsibilities, the subcommittee has scheduled an onsite meeting to discuss such obligations with the responsible parties.



Inter-Office Correspondence

DATE: February 24, 2022 (February 28, 2022, City Council Meeting)

TO: Mayor and City Council Members

FROM: Planning Commission

SUBJECT: Planning Commission 2021 Annual Report

The Planning Commission is forwarding their [2021 Annual Report](#) for your review and acceptance. State law requires that the Planning Commission prepare and present an annual report to City Council summarizing the Planning Commission's activities for the prior year.

A presentation by Planning Commission Chairperson, Dale Countegan, has been scheduled for the February 28, 2022, City Council meeting.

Attachment:

[Planning Commission 2021 Annual Report](#)

City of Farmington Hills Planning Commission 2021 Annual Report

The Farmington Hills Planning Commission is charged with promoting the public health, safety, and welfare of Farmington Hills through sound land use planning. This nine-member commission is comprised of residents of the City of Farmington Hills who have worked diligently over the past year to further this goal. This report documents their efforts during calendar year 2021.

Commission Members

Steven Stimson, Chair
Dale Countegan, Vice Chair
John Trafelet, Secretary

Barry Brickner

James Orr (resigned as Commissioner November 18, 2021)

Joseph Mantey
Robert Turner
Steven Schwartz
Marisa Varga

Major Initiatives

2022/2023 – 2027/2028 Capital Improvements Plan

Act 33 of the Public Acts of 2008, the Michigan Planning Enabling Act, provides that the Planning Commission annually prepare a Capital Improvements Plan. Further, Sections 3.07 and 6.08 of the City Charter require the submission of a Capital Improvements Plan to City Council. The Planning Commission held a study session on January 28, 2021, to prepare this document for public review and adopted the plan after holding a public hearing at their March 18, 2021, meeting.

Activity Highlights

“The Emerson” Planned Unit Development

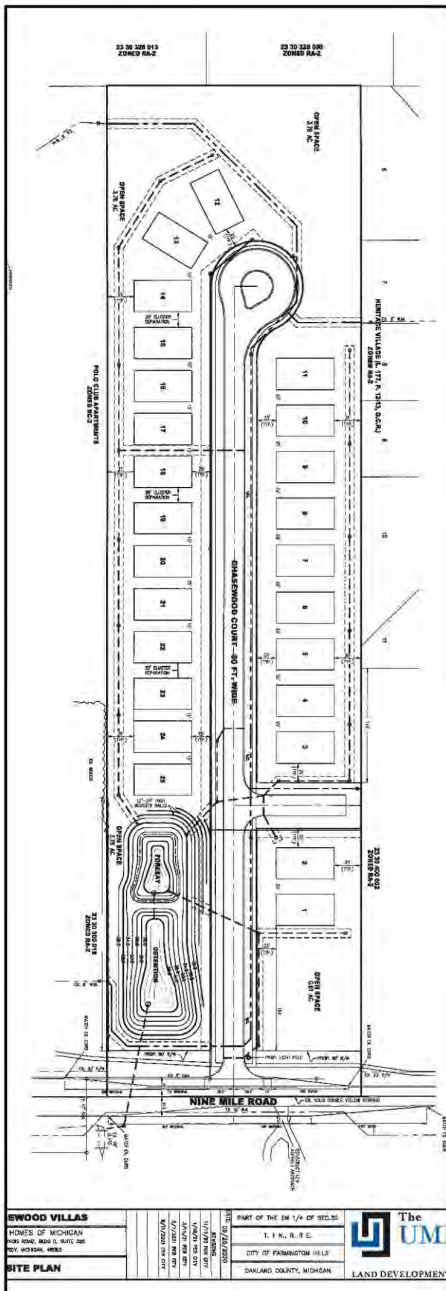
In December 2021, the Planning Commission reviewed and recommended that City Council approve a Planned Unit Development for a 316-unit apartment development on the south side of Northwestern Highway, between Greening Street and Highview Avenue. Council approved the Planned Unit Development plan in January 2022.

The applicant proposes to use the site for two (2) multiple-family residential apartment buildings; a four (4)-story, 250-unit building with a parking deck on the northern portion of the site, and a three (3)-story, 66-unit building on the southern portion of the site. A wide range of both interior and exterior onsite amenities for the residents are proposed, as well as streetscape, infrastructure, and access management improvements.

Sarah Fisher House (Historic District Site No. 507) Redevelopment

In April 2021, the Planning Commission reviewed and recommended that City Council approve a Planned Unit Development for a mixed-use development at the northwest corner of West Twelve Mile and Inkster Roads, the site of the Sarah Fisher House. The Planned Unit Development plan has since been revised in response to Council's concerns, and the applicant has expressed the intent to proceed with the planning approval process with the revised plans.

The applicant proposed to use the site for a two (2)-story, 140-bed skilled nursing facility and 144 apartment units, split between three (3) three (3)-story (38-foot tall) apartment buildings. The Planned Unit Development plan approved by the Planning Commission also included the preservation of the historic administrative building, one (1) cottage, and the entrance wall/gate structure.



“Chasewood Villas”

In August 2021, the Planning Commission reviewed and recommended that City Council approve a Cluster Option Site Plan for a single-family residential subdivision on the north side of West Nine Mile Road, between Polo Club and Baywood Drives. Council approved the Cluster Option Site Plan in September 2021.

The applicant proposes to use the site for 28 cluster units arranged along a cul de sac street, with 3.95 acres of open space.

(Chasewood Villa Site Plan, Cluster Site Plan 60-10-2020, September 27, 2021, City Council approval)

Application Activity: The following tables illustrate all application generated Planning Commission activity, including the number of meetings held, site and landscape plans, zoning map and text amendments and other land use applications reviewed by the Commission in 2021

2021

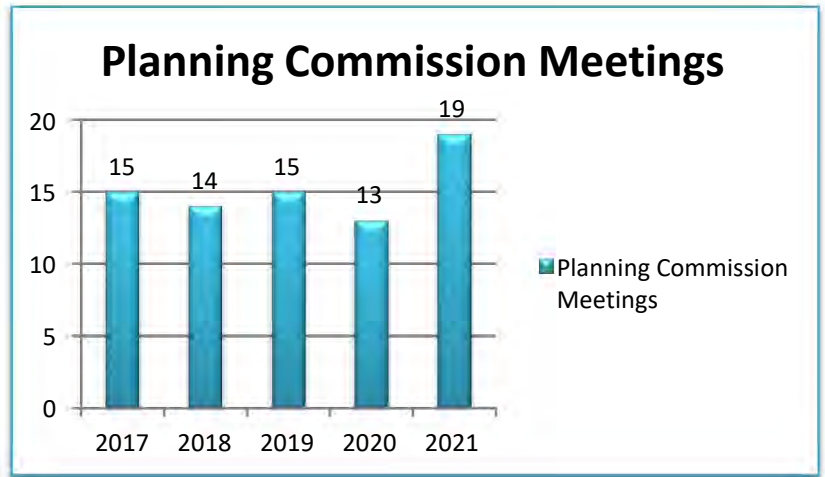
City of Farmington Hills

Planning Commission Activity

2021 Planning Commission Meetings:

Regular Meetings, includes Study Sessions and Joint meetings	8
Regular/ Public Hearing	7
Public Hearing	4
Total	19

(10 meetings via Zoom and 9 in person)



Comparative graph for previous years

2021 Site Plans (SP and Clusters)

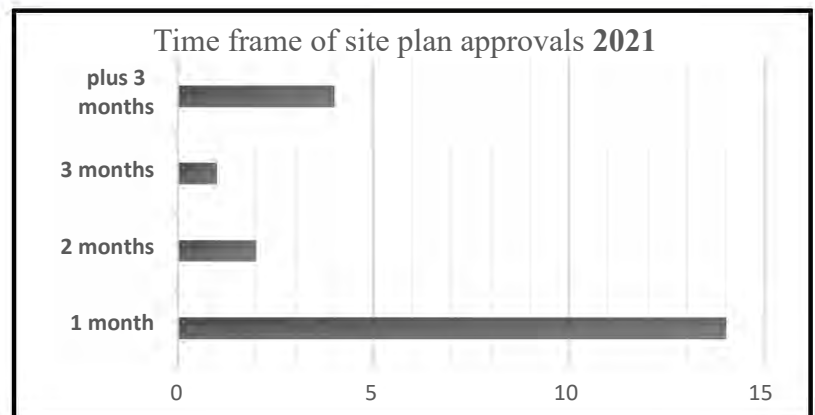
Approved	14
Postponed	2
On next year's Agenda	3
Total	19

2021 Special Approvals (SA)

Approved	2
Total	2



Average time it takes from application to Planning Commission for approvals in 2021. Most that are approved are subject to administrative approvals of revisions. (4 postponed by applicant, counted in plus 3 months)



Planning Commission Activity continued:

2021 Lot Splits

Approved	7
Total	7

2021 Rezoning

Approved	1
Denied	1
Total	2

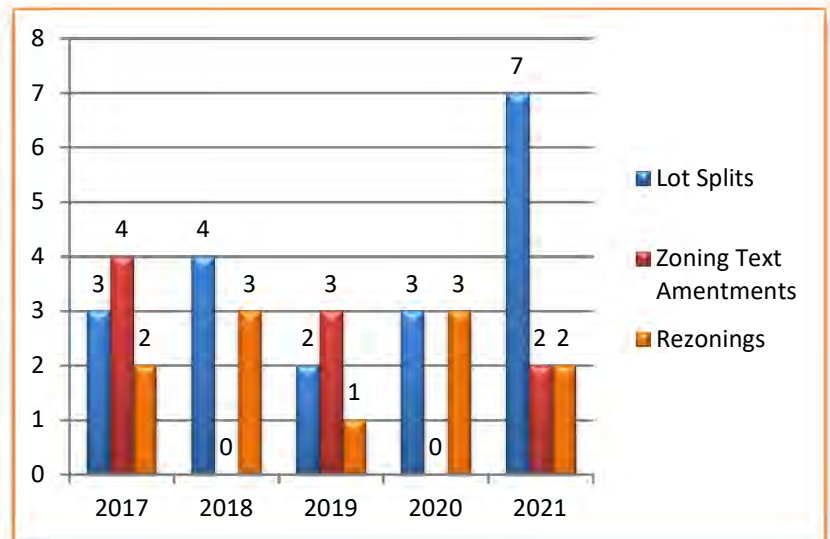
2021 Zoning Text Amendments

Approved	1
Set for Public Hearing (PH)	1
Total	2

2021 Cluster Options

Preliminary Approved	1
Total	1

Comparative Graph from previous years:



Comparative Graph from previous years:

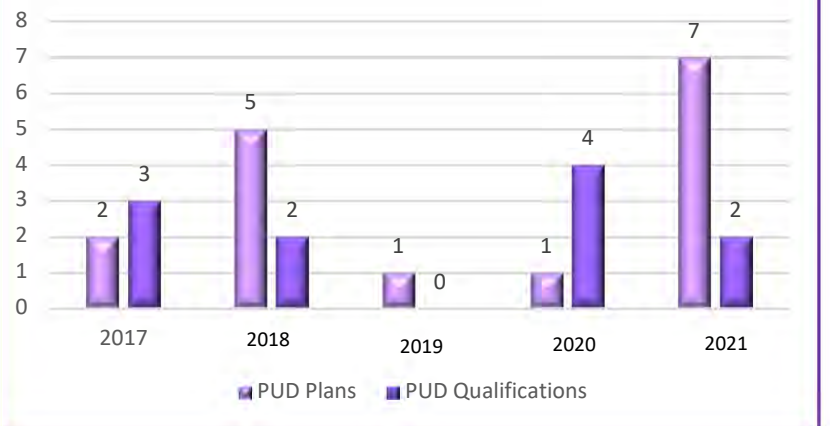
2021 P.U.D. Qualifications

Approved	2
Total	2

2021 P.U.D. Plans

Approved, includes Revised	7
Total	7

Planned Unit Developments and Qualifications



Site and Special Approval Plans

ITEM	SECTION	DESCRIPTION	APPROVED/DENIED	PROPONENT
SP 51-1-2021	20-300-019	24360 Independence Dr., Independence Green Clubhouse In RC-3	Approved by PC 2-18-2021	IGA Property Owner LLC, M Fontaine
SP 52-1-2021	15-201-015	27745 Orchard Lake, Gas Station renovation	Approved by PC 2-18-2021	Faiz Simon, Island Land Capital
SP 53-1-2021	11-351-049	31066 Twelve Mile Rd., Building Renovation Self-Service Fuel Facilities.	Postponed by applicant	Eric Williams, Stonefield
SP 54-2-2021 (PUD Plan 1, 2021)	15-201-270	31525 Twelve Mile, Convert existing hotel into a senior living complex in ES	Set for PH 3-18-2021	Manor Senior Living LLC
SA 55-2-2021	30-251-014	23955 Freeway Park Drive, Indoor Athlete Training in LI-1	Approved 3-18-2021	Tom Anastos
SP 56-2-2021	35-23-201-013, 002, 003, 004 & 005	30250 Grand River Ave., Automobile detailing business in support of internet sales, B-3	Approved 3-18-2021	Ari El, 30250 Grand River Ave.
SA 57-3-2021	02-102-003 to 005	32905 Northwestern Hwy, retail garden center and produce, multiple zonings	Approved 4-22-2021	Ray Hesano
SP 58-3-2021 (also see SP 67-12-2021)	23-351-036	31140 & 31130 Ten Mile, New building in B-3	4-22-21, Postponed by applicant prior to going to Planning Commission	Nikolin Nokaj
SP 59-4-2021	30-101-021	23400 Haggerty, Addition to existing building in LI-1	Approved by PC 6-17-2021	Glenn Pavey
SP 60-5-2021	25-301-019 thru 021	29300 Grayfield Dr. & vacant easterly and westerly adjoining parcels. Multiple family Apartments in RC-2	Approved 6-17-2021	Djon Stanaj
Revised Landscape SP 61-4-2019 (PUD 5, 1993)	17-201-013	S. side of 12 Mile Rd., W. of Drake, Construct staging area for new office building in OS-4	Approved 7-15-021	JST Corporation
SP 61-8-2021	02-226-027	33000 Covington Club Dr., RA-2, Garage and Sales Office at existing Apartment Community	Approved 9-23-2021	Jeffrey Kaftan
Revised SP 62-5-2019	11-477-109, 014 & 013	NW. Corner of 12 Mile Rd. & Middlebelt Rd. Assisted living facility in RC-2	Approved 11-18-2021	Harbor Retirement Development
SP 62-8-2021	26-482-001	29820 Nine Mile, LI-1, parking improvement (grow facility)	Approved 9-23-2021	David Jappaya
Landscape SP 63-9-2021	12-126-037	30955 Northwestern Hwy. OS-1 (CJ 85), Landscape revision	Approved 10-21-2021	Sapphire Landscaping
SP 64-10-2021	26-277-014	Middlebelt Rd. RA-3 major frontage option, one duplex.	11-18-2021 set for PH Approved 12-16-2021	Ramiz Naman

SP 65-10-2021, (Amend PUD 5, 1993)	17-201-013 part of	S. side of Twelve Mile and west side of Investment Dr. Commercial Retail & Restaurant, in OS-4	Approved 11-18- 2021	Michael Lawrence, Yamasaki, Inc
Revised SP 62-5- 2019	11-477-109, 014, 013	27815 Middlebelt Rd., Assisted Living facility., RC-2	Approved 11-18- 2021	C. Jennings Harbor Retirement Development
SP 66-12-2021	19-351-012	38400 Ten Mile Rd. Convert existing fast-food building to Car Wash, B-3	On 2-17-2022 PC agenda	Mustafa Gardi Chad Greentech Engineering
SP 67-12-2021 (also see SP 58-3-2021)	23-351-036	31140 West Ten Mile New Commercial, Building Supply, B-3	1-20-2022 Postponed by applicant	Nikolin Nokaj
SP 68-12-2021	21-376-020	34700 Grand River Ave. New Commercial Building, LI- 1	Not on agenda 12- 16, 2021, postponed by applicant for a future meeting	Billy Gongora Jing-Jin

Cluster Site Plans 2021

ITEM	SECTION	DESCRIPTION	PETITIONER	PC APPROVAL DATE
Cluster Site Plan 60-10- 2020	30-300-019	38500 Nine Mile Rd., RA-2, 28-30 Single Family homes	Pulte Homes of Michigan, LLC Paul Schuck	PC Recommended to City Council 2-18-2021

Lot Splits 2021

LOT SPLIT #	SECTION	DESCRIPTION	PETITIONER	PC APPROVAL DATE
Lot Split 1, 2021 final (PUD 5, 1993)	17-201-013 (now 014 & 015)	S. side of Twelve Mile, W. of Drake Rd. Split parent parcel into two lots OS-4, (JST)	Perimo USA Corporation Farmington Hills Corp Investors	Approved 3 18, 2021
Lot Split 2, 2021 final	03-226-026	30825 Orchard Lake Rd. Split parent parcel into two lots in B-2, (Hunters Sq)	PPT Realty, LP, Timothy Collier	Approved 4 22, 2021
Lot Split 3, 2021 Final	32-301-034	21120 Halsted Rd. Split parent parcel into 4, in RA-1	Terry Sever	Approved 5-20-2021
Lot Split 4, 2021 Rec'd 5-12-2021	33-226-018	33777 Nine Mile, Split parent parcel into 4, in RA-4	Terry Sever	Approved 6-17-2021
Lot Split 5, 2021 Rec'd 8-18-21	23-376-085	20893 Gill Rd. Split parent parcel into 2, RA-3	Mohammad Usman	Approved 9-23-2021
<u>Administrative</u> Lot Split 6, 2021 Rec'd 10/28/2021	Part of 13-351-005 PUD	29000 Eleven Mile, Sisters of Mercy, Edward Rose, assisted senior living, per previous plans approved	Mark Perkoski	Approved 11-30-2021
Lot Split 7, 2021 Rec'd 12-17-21	34-404-018	31770 Junction St. One parcel into 3	Carol Kujala	Approved 1-20-2022

Rezoning Requests 2021

REQUEST	LOCATION	SIDWELL#	FROM / TO	PROPONENT
ZR 1-2-2021 (3-18-21 set for PH) (4-22-2021, Postponed by applicant) 6-17-2021 recommend denial to CC,	23700 Orchard Lake, Westhill Woods	26-151-025	OS-2 to RC-3	Jefrey Fishman Did not go to CC
ZR 2-3-2021 (4-22-2021 set of PH) 6-17-2021 recommend approval to CC	Parcel south of 34700 Grand River Ave., B-3 to LI-1	21-376-021	B-3 to LI-1	Jing-Jin Electric CC approved rezoning

Zoning Text Amendments 2021

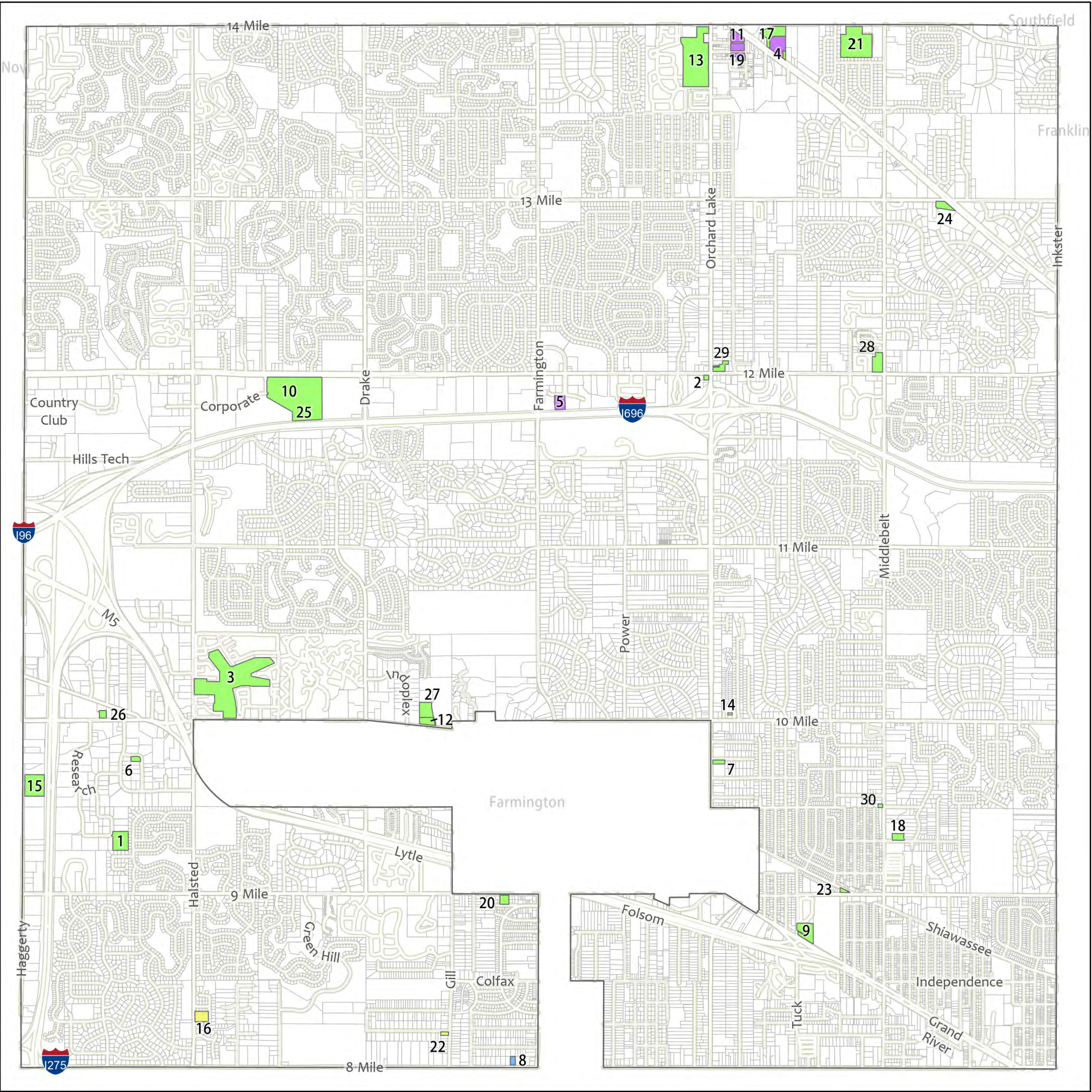
Z.T.A. #	RESULTS	PROPOSED AMENDMENT
ZTA 1, 2021	PC PH March 25, 2021 Amended April 22, 2021 recommended approval to City Council	Zoning Text Amendment 1, 2021 Reconsideration of locational requirements for medical marijuana caregivers in proximity to schools, nursery schools, day nurseries, day care centers, and state-licensed day care homes contained in a proposed amendment to the Zoning Ordinance to add a new definition of "Cannabis"; amend the definitions of "Medical Marihuana", "Primary Caregiver", and "Medical Use"; and to amend use standards and location requirements related to the cultivation of medical marihuana by primary caregivers
ZTA 2, 2021	PC regular meeting October 21, 2021, set for PC PH	Zoning Text Amendment 2 2021 Amend the definition of "Family" and various sections of Chapter 34, Zoning to provide equal housing opportunities particularly suited to the needs of persons entitled to reasonable accommodation under state or federal law within One Family and Planned Residential zoning districts

P.U.D. Plans 2021

P.U.D. PLAN#	SECTION	DESCRIPTION	ZONING	APPROVED / DENIED	PROPONENT
Amendment to PUD Plan 1-2014	15-101-038	33103 Hamilton Ct. Amend PUD to allow conversion of hotel to senior living center	OS-4	Set for PH 2-18-2021, Postponed by applicant 3-18-202	Sean Koza
PUD Plan 1, 2021 (SP 54-2-2021)	15-201-270	31525 Twelve Mile, Manor Senior Living, Convert hotel into senior living.	ES	Recommend to CC 5-27-2021	Manor Senior Living, LLC
PUD Plan 2, 2021	12-476-008	27400 Twelve Mile Rd. (Sara Fisher), Skilled Nursing Facility and Multi-Family Apartments	RA-1B	Set for PH 4-22-2021 Recommended to CC	Optalis Healthcare
Amendment to PUD Plan 3, 2017 (See PUD 3, 2021)	02-126-130	Stonefield of FH, 14 Mile & NW Hwy. Luxury Apartments Amend existing PUD to include a 5 story, 202-unit multiple family apartment	B-2, B-3	(Set for PH 4-22-2021) 7-15-2021 Postponed	NWH Holdings LLC, Robert Asmar
PUD 3, 2021 (Not amending old from 2017,	02-126-130	Stonefield of FH, 14 Mile & NW Hwy. Luxury Apartments Amend existing PUD to include a 5 story, 202-unit multiple family apartment	B-2, B-3	7-15-2021 PC PH postponed 8-19-2021 PC Tabled	NWH Holdings LLC, Robert Asmar
Amendment to PUD 5, 1993 (SP 65-10-2021)	17-201-013	S. side of 12 Mile Rd., W. of Drake Rd. Amend PUD to permit retail & restaurant	OS-4	Recommend to CC 12-16-2021	Farmington Hills Corp, LLC
PUD 4, 2021	23-02-106-001, 002, 003, 005, 006, 007, 012, 013, 015, 016; 23-02-104-001, 004, 005; 23-02-102-002, 003, 004, 005, 013	South side of Northwestern Hwy, between Greening and Highview One 4-story, 250-unit apartment building and one 3-story 66-unit walk-up multiple family building	B-3, RA-4, OS-1 & P-1	11-18-2021 set for PH 12-16-2021 Recommend to CC	Farmington Hills Lofts LLC Matt Shiffman

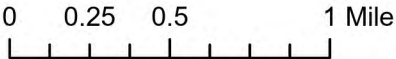
P.U.D. Qualifications 2021

P.U.D. OPTION #	SECTION	DESCRIPTION	ZONING	APPROVED / DENIED	PROPONENT
PUD Qual 1, 2021 Rec'd Jan 19, 2021	02-126-130	32680 Northwestern Highway, Five story, 200-unit multiple family apartment development	B-2, B-3	Qualified 2-18-2021	Robert Asmar, NWH Holdings, LLC
PUD Qual 2, 2021 Rec'd 5-12-2021	02-106-012, 013; 02-106-001, 002; 02-106-003, 016; 02-106-015, 005, 006, 007; 02-104-005, 001, 004; 02-102-005, 013; 02-102-002, 003 & 004	Upscale residential development fronting NW with access to Greening. 316 rental loft units in 2 buildings; 250-unit, 4 story bldg., 4 story garage; 66-unit, 3 story loft	<i>B-3, RA-4, OS-1 & P-1</i>	Qualified 6-17-2021	Farmington Hills Lofts, LLC, Matt Shiffman



#	Name	Type	CaseNo
1	Orchid Orthopedic Parking Expansion	Site Plan Review	63-12-2020
2	Gas Station Addition	Site Plan Review	52-1-2021
3	Independence Green Club House	Site Plan Review	51-1-2021
4	Stonefield Apartments	Planned Unit Development	PUD 1, 2021
5	Hamilton Court Senior Assisted Living	Planned Unit Development	PUD 1, 2014
6	Athlete Lab	Site Plan Review	55-2-2021
7	Fishman Rezoning	Site Plan Review	ZR-2-2021
8	Daneshvar Rezoning	Rezoning	ZR 2-7-2020
9	Car Detailing	Site Plan Review	56-2-2021
10	JST Lot Split	Lot Split	Lot Split 1, 2021
11	Ray's Plants and Flowers	Special Land Use	57-3-2021
12	Jing-Jin Electric	Site Plan Review	ZR 2-3-2021
13	Collier Lot Split	Site Plan Review	Lot Split 2, 2021
14	Nokaj Site Plan	Site Plan Review	58-3-2021
15	DCP Warehouse Addition	Site Plan Review	59-4-2021
16	Sever Lot Split	Lot Split	Lot Split 3, 2021
17	NorthPoint PUD	Site Plan Review	PUD 3, 2017
18	Phoenix Luxury Apartments	Site Plan Review	60-5-2021
19	The Emerson	Planned Unit Development	
20	Server Lot Split 2	Site Plan Review	Lot Split 4, 2021
21	Covington Club Sales Office	Site Plan Review	61-8-2021
22	Usman Lot Split	Lot Split	Lot Split 5, 2021
23	Jappaya Grow Facility	Site Plan Review	62-8-2021
24	Blackstone 13 Landscape Plan/Consent Judgement	Site Plan Review	
25	Farmington Hills Corp PUD Amendment	Site Plan Review	65-10-2021
26	Gardi Car Wash	Site Plan Review	66-12-2021
27	Jing Jin Addition	Site Plan Review	68-7-2021
28	Harbor Retirement	Site Plan Review	62-5-2019
29	Orchard Ridge Plaza	Site Plan Review	53-1-2021
30	Naman Duplex	Site Plan Review	64-10-2021

2021
Development Reviews
City of Farmington Hills





Inter-Office Correspondence

DATE: February 22, 2021 (February 28, 2022)

TO: Gary Mekjian, City Manager

FROM: Edward Gardiner, Director of Planning and Community Development

SUBJECT: (Major) Amendment to Planned Unit Development ("PUD") 5, 1993, including Site Plan ("SP") 65-10-2021

Request: Approval of (Major) Amendment to PUD Plan 5, 1993, including SP 65-10-2021

Applicant: Michael Lawrence

Owner: Farmington Hills Corporate Investors, LLC.

Sidwell: Part of 22-23-17-201-013

Zoning: OS-4, Office Research District (subject to PUD 5, 1993)

Master Plan: Large Office

Proposed Use(s): B-2, Community Commercial District uses (Restaurant and Retail)

Location: South side of West Twelve Mile Road, between Investment Drive and Drake Road

Overview: The applicant has submitted for City Council consideration a Major Amendment to PUD Plan 5, 1993, including SP 65-10-2021, to develop a 2.59-acre part of a parcel located at the south side of West Twelve Mile Road, between Investment Drive and Drake Road. A (Major) Amendment to the PUD is required because the proposed restaurant and retail uses are not permitted under the current 1993 PUD Agreement or within the underlying OS-4, Office Research District.

The applicant proposes to use the site for two (2) commercial buildings totaling 9,833 square feet. The northern building ("Building A") is 4,745 square feet, proposed to be split between a 2,201-square foot drive-through

restaurant and 2,544-square foot retail space. The southern building (“Building B”) is 5,088 square feet and proposed to be entirely retail space.

Procedural History:

Several years ago, at the Planning Commission’s September 8, 2016, Regular Meeting, incorporating restaurant and retail uses into PUD 5, 1993, was discussed extensively; however, no application came forward until October of 2021.

At the Planning Commission’s November 18, 2021, Regular Meeting, a motion passed unanimously to set the (Major) Amendment to PUD 5, 1993, including SP 65-10-2021, to include restaurant and retail uses, for public hearing on its next available agenda.

At the Planning Commission’s [December 16, 2021](#), Regular Meeting, a motion passed unanimously to recommend approval of (Major) Amendment to PUD 5, 1993, including SP 65-10-2021, to City Council, subject to (staff comment in *italics*):

- (1) The provision of 79 replacement trees or payment into the tree fund;

This was addressed in [revised plans dated January 4, 2022](#).

- (2) Resolution of all outstanding issues identified in Giffels Webster’s November 11, 2021, review letter;

These issues were addressed in [revised plans dated January 4, 2022](#), as confirmed in [Giffels Webster’s January 28, 2022, rereview letter](#).

- (3) Resolution of all outstanding issues identified in the Fire Marshal’s November 1, 2021, memorandum, including correction of the turning radius as noted;

These issues were addressed in revised plans dated January 4, 2022.

- (4) This amendment permitting all [B-2, Community Commercial uses](#), including restaurant and retail, as provided in the Zoning Ordinance.

Although the applicant is proposing restaurant and retail uses specifically, the Amendment will generally allow for all uses permitted within the B-2, Community Commercial District on the subject 2.59-acre parcel.

Possible Council Actions:

Resolution of Approval:

If City Council elects to proceed with the approval a Major Amendment to PUD Plan 5, 1993, including Site Plan 65-10-2021, the following suggested motion is offered at this point in the process:

Resolve that the application for approval of an Amendment to PUD Plan 5, 1993, dated January 4, 2022, and that the application for approval of Site Plan 65-10-2021, also dated January 4, 2022, are granted;

And further resolve that the 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.

Denial of Proposal:

If City Council elects to deny the Major Amendment to PUD Plan 5, 1993, including Site Plan 65-10-2021, the following suggested motion is offered:

Resolve that the application for approval of an Amendment to PUD Plan 5, 1993, dated January 4, 2022, and that the application for approval of Site Plan 65-10-2021, also dated January 4, 2022, is denied because it does not meet all provisions set forth in Section 34-3.20 of the Zoning Ordinance, and the proposed development will adversely affect the public health, welfare, and safety for the following reasons: *[Indicate reasons the PUD does not meet the requirements of Section 34-3.20 and/or will have the adverse effect described above.]*

Department Authorization by: Edward Gardiner, Director of Planning and Community Development

Prepared by: Erik Perdonik, Staff Planner

Attachments:

- **PUD Plan and Site Plan 65-10-2021 dated January 4, 2022**
- **December 16, 2021, Planning Commission meeting minutes**
- **January 28, 2022, Giffels Webster review letter**
- **Notice for City Council Public Hearing 1-28-2022**
- **B-2 Zoning District**

January 28, 2022

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

PUD Qualification/Site Plan/Landscape Plan

Case: PUD 5, 1993/65-10-2021
Site: 12 Mile & Investment Drive
Applicant: Michael Lawrence
Plan Date: 9/14/2021
Zoning: OS-4 w/ PUD

We have completed a review of the application for PUD qualification 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.



SUMMARY OF FINDINGS

Existing Conditions

1. **Zoning.** The site is zoned OS-4 and is part of PUD 5, 1993.
2. **Existing site.** The portion of the overall PUD being considered here is 2.59 acres and is undeveloped. A significant portion of the site is wetland; a portion of this would be impacted by the proposed development.
3. **Adjacent Properties.**

Direction	Zoning	Land Use
North (across 12 Mile)	RA-1 One-Family	Single family dwellings
East	OS-4 w/ PUD	Undeveloped
South	OS-4 w/ PUD	Undeveloped
West	OS-4 w/ PUD	Office

4. **Site configuration and access.** The site is proposed to be accessed from a driveway off investment drive.

PUD Amendment:

The applicant proposes to amend the PUD to permit retail and restaurant uses.

Per Section 34-3.20.5.G, "Proposed amendments or changes to an approved PUD plan shall be submitted to the planning commission. The planning commission shall determine whether the proposed modification is of such minor nature as not to violate the area and density requirements or to affect the overall character of the plan, and in such event may approve or deny the proposed amendment. If the planning commission determines the proposed amendment is material in nature, the amendment shall be reviewed by the planning commission and city council in accordance with the provisions and procedures of this section as they relate to final approval of the Planned Unit Development."

As the planning commission considers whether the amendment constitutes a minor or major amendment to the PUD, it should consider that the proposed uses are not permitted in the underlying district, and that deviations from underlying zoning are generally covered by the PUD agreement, which is an agreement between Council and the applicant.

One of the requirements of final PUD approval is a use plan showing where certain uses corresponding to different zoning districts are planned within the PUD. As the submitted plan shows only the one site for these uses, it could be extrapolated that this is the one area of the PUD where the uses are contemplated. If the applicant wishes to identify other areas within the PUD for these uses, an overall use plan should be produced showing these areas. The applicant may also wish to consider whether any personal service uses, such as a barber shop, would be appropriate for the context of the development.

Site Plan and Landscape Plan (based on revised plan submitted 12/21/2021):

1. **Summary of Proposal.** The applicant is proposing a small retail/restaurant development within the larger, office-focused PUD. The development consists of two buildings:

- Building A is 4,745 square feet, split between a 2,201-square-foot drive-through restaurant and 2,544-square foot retail space.
- Building B is 5,088 square feet and labeled entirely for retail.
- There is an outdoor dining area between the two buildings.

2. **Dimensional Standards (OS-4 district).** Full setbacks to the boundaries of this site should be labeled.

Item	Required	Proposed/Comments
Min. lot size	--	--
Min. lot width	--	--
Front Setback (east)	50 ft	77.3 ft
Rear Setback (west)	40 ft	Over 50 ft
Side Setback (north)	40 ft from 12 Mile	Approx. 117 ft
Side Setback (south)	40 ft from Corporate Drive	Over 56 ft
Building Height	50 feet	26.5 ft
Yard landscaping (34-3.5.2.A)	For all uses except one-family detached residential units, landscaping of all yards abutting a street shall be provided	See landscaping comments below.
Front yard open space	50%	55%
Lot Coverage	Limited to 30% by PUD	Approx. 9%
Loading space (34-3.5.2.N)	One loading space, min 10 ft x 50 ft	Compliant
Rooftop equipment (34-3.5.2.U.)	Rooftop equipment shall be screened in accordance with Section 34-5.17.	Plan indicates that rooftop equipment will be screened.
Landscape area abutting street or freeway (34-3.5.2.V.)	A landscaped area not less than ten (10) feet deep	Compliant

3. **Dumpster (34-5.1.2.D).**

Item	Required	Proposed/Comments
Location	Rear yard or interior side yard	The dumpster enclosures meet the standards of Section 34-5.1.2.D. They are in the rear yard.
Screening	Permanent building wall or earth mound not less than 6 feet or 1 foot above the enclosed dumpster whichever is greater	
Setback	20 feet from any residential property	

4. **Mechanical Equipment (34-5.1.4.D).** The plan indicates that mechanical equipment will be screened, but locations will be determined as tenants are secured.
5. **Fences (34-5.12.2.) and Walls (34-5.15.)** No fences or walls are required or proposed.
6. **Minimum parking (34-5.2.11).** Parking is required as follows (ufa = usable floor area):

Use	Requirement	Calculation	Provided
Restaurant (40% ufa)	1 space per 30 sq ft ufa	$2,201 \times 0.4 = 880.4/30 = 29$	30
Retail (80% ufa)	1 space per 175 sq ft ufa	$7,632 \times 0.8 = 6,105.6/175 = 35$	35
Total	65		74

7. **Parking Location.** Parking is located in compliance with the ordinance.
8. **Off-street parking dimensions (34-5.3.3.A & B.).** The spaces meet the minimum requirements.

Item	Required	Proposed/Comments
Maneuvering lane width	20 ft for 90-degree parking (per PUD) 15 ft for 60-degree parking (per PUD)	20 ft 15 ft
Parking space width	9 ft.	9 ft
Parking space length	20 ft. for minimum required (May include a maximum two-foot unobstructed vehicle overhang area at the front of the parking space.) 17 ft. for additional parking (May include a maximum one-foot unobstructed vehicle overhang area at the front of the parking space)	18 ft w/ 2-foot overhang (7-foot sidewalks provided)

9. **Drive-through stacking.** 10 drive-through stacking spaces are required, including 5 in advance of the ordering station. 10 total spaces are provided, with six before the ordering station.
10. **Barrier Free Parking.** Three ADA spaces are proposed, including one van accessible space.
11. **Corner Clearance (34-5.10).** This standard is met.
12. **Landscape Development (34-5.14).** The applicant is proposing to move the existing street trees in the right-of-way to accommodate sidewalk installation.

Item	Required			Proposed/Comments
Minimum distance from the property line (34-5.14.C.ii)	4 ft from the property line for trees and large shrubs			Compliant
Minimum parking lot island area	Minimum of 180 square feet; 3 feet minimum radius at the trunk of the tree			Standard is met by all in-lot landscape areas
Cost estimate	Not required			--
Minimum size and spacing requirements (34-5.14.F)	Size	Center to center distance (max)		
	(Height/width)	groupings	rows	
• Evergreen Trees	8 ft. height	20 ft.	12 ft.	--
• Narrow Evergreen Trees	5 ft. height	10 ft.	5 ft.	--
• Large Shrubs	30 in. height	10 ft.	5 ft.	--
• Small Shrubs	24 in. width	4 ft.	4 ft.	--
• Large Deciduous	3 in. caliper	30 ft.	-	Standard is met
• Small deciduous trees	2 in. caliper	15 ft.	-	--

Item	Required			Proposed/Comments
• Hedge shrubs	24 in. height	3 ft.	3 ft.	Standard is met
Canopy Trees	Shall be large deciduous. PC may permit large evergreens			Standard is met
Minimum number of parking lot trees (34-5.14.4.C)	1 per every 2,800 square feet of paved surface area: 29,629 sq ft of paved area = 11 required trees.			11 trees provided
Parking lot screening from public thoroughfare (34-5.14.5)	A planted hedge of small shrubs, or A masonry wall or berm 2 feet high			Compliant
Wall or Berm (34-5.15)	Required when abutting a residential district. (See 34-5.15)			Not required
Tree replacement (34-5.18)	Per the PUD, 35% of ordinance requirement			See below

13. **Tree Replacement (34-5.18).** The applicant proposes to pay into the tree fund for all replacement trees.

- Landmark trees (as identified in Section 34-5.18) are replaced at 25% of DBH removed (with 3-inch trees). 3 landmark trees with a total of 55 DBH of landmark trees are proposed to be removed, requiring 101.25 inches of replacement. At 3 inches per replacement tree, 34 replacements are required. Per the PUD, replacement trees are required at 35% of ordinance requirements, meaning that required replacements are 12 trees.
- Regulated trees not qualifying as landmark trees are required to be replaced on a one-to-one basis (and the PUD lowers this requirement to 35% of the total). 192 regulated trees are proposed to be removed. At 35% replacement, 67 replacements are required.
- A total of 79 trees are required. This is the number the applicant notes on the plan.

14. **Lighting (Section 34-5.16).**

a. Illumination Levels

Item	Required	Proposed/Comments
Maximum height (34-5.16.3.A.)	Per PUD, 25 feet maximum	20 ft.
Building Lighting (34-5.16.3.A. iii.)	Relevant building elevation drawings showing all fixtures and the portions of the walls to be illuminated	None proposed outside of doorways; all recessed
Average to minimum illumination ratio (34-5.16.3.C)	4:1	3.3:1
Maximum illumination at the property line	0.3 fc	0.3 fc
Illumination Levels- Hardscape areas (e.g., parking areas, sidewalks)	Max. 2.5 lumens per sq ft of hardscape area	Unclear from plan

Item	Required	Proposed/Comments
Illumination Levels Building Entrances – within 20 ft of door	Max. 2,000 lumens per door	Unclear from plan

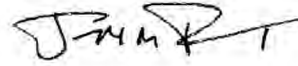
15. **Pedestrian Connection (Sec. 34-5.19).** Two connections are provided.

We are available to answer questions.

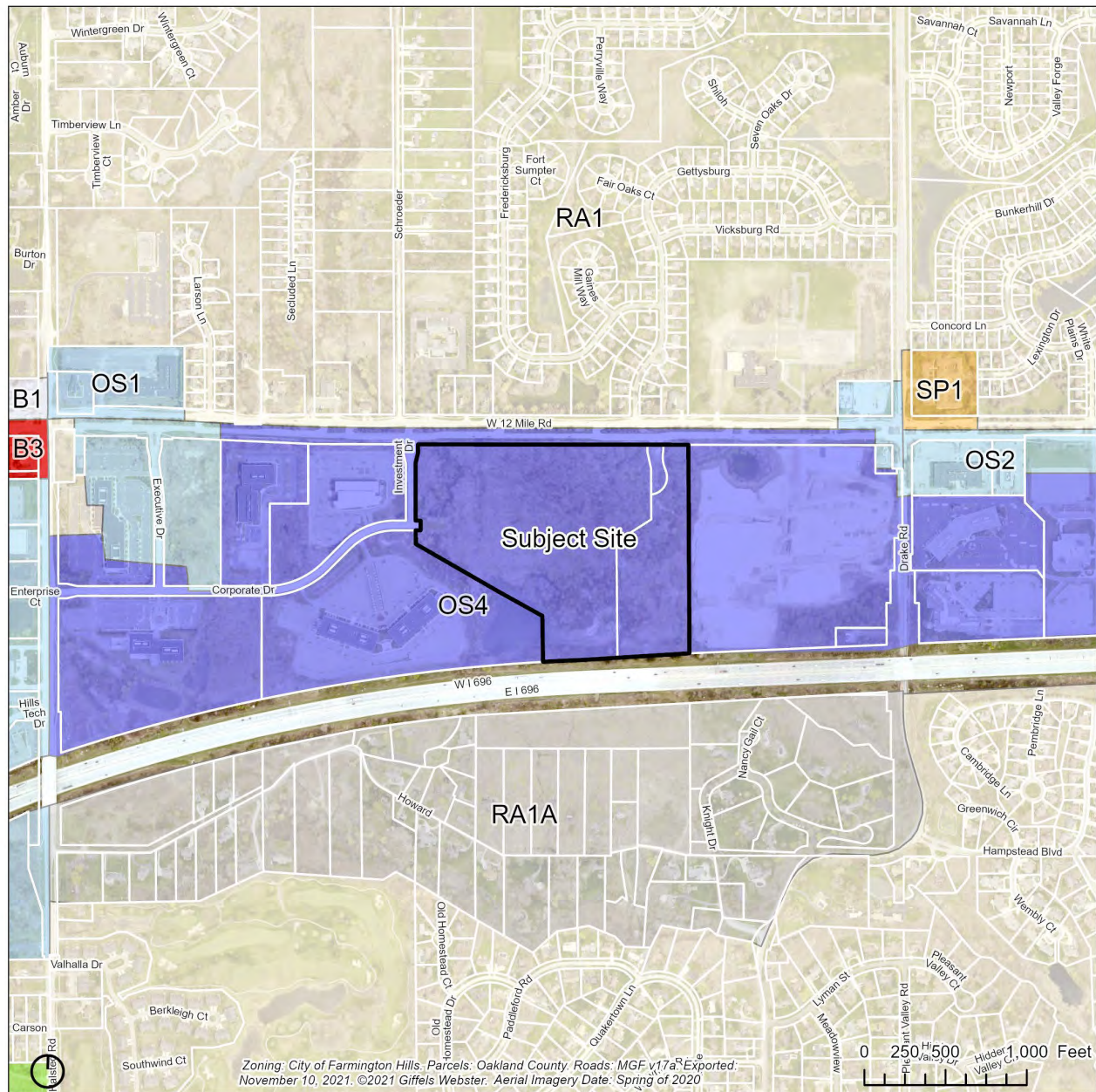
Respectfully,
Giffels Webster



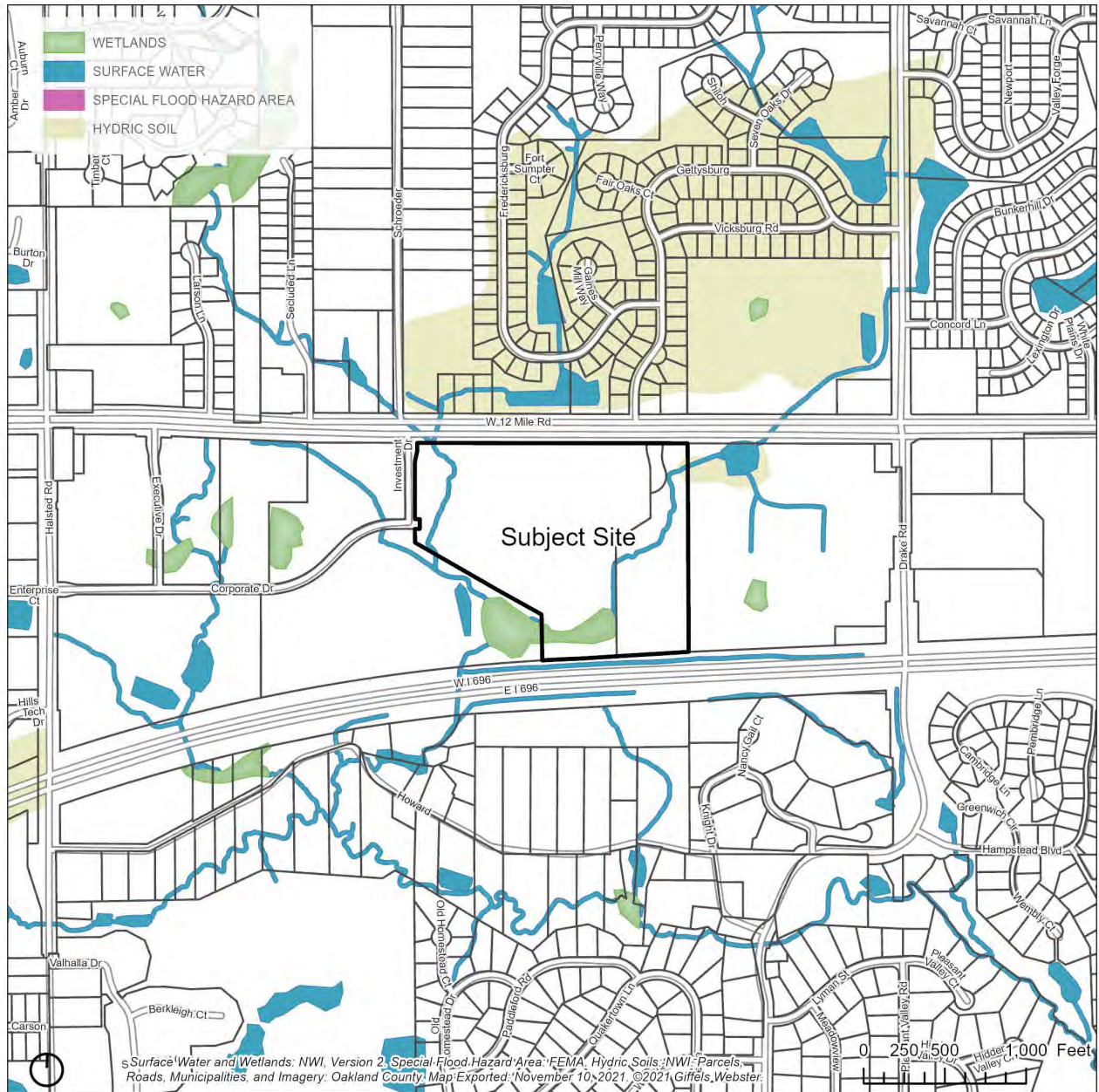
Rod Arroyo, AICP
Partner



Joe Tangari, AICP
Senior Planner



Current zoning



Wetlands

**MINUTES
CITY OF FARMINGTON HILLS
PLANNING COMMISSION PUBLIC HEARING
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
DECEMBER 16, 2021, 7:30 P.M.**

CALL MEETING TO ORDER

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

ROLL CALL

Commissioners Present: Brickner, Countegan, Schwartz, Stimson, Trafelet, Turner

Commissioners Absent: Trafelet, Varga
(one vacancy)

Others Present: Staff Planner Perdonik, City Attorney Schultz, Planning Consultant Arroyo, Staff Engineer Sonck

APPROVAL OF AGENDA

MOTION by Brickner, support by Turner, to approve the agenda as published.

MOTION carried unanimously by voice vote.

PUBLIC HEARING

A. AMENDMENT TO PUD PLAN 5, 1993 INCLUDING SITE PLAN 65-10-2021

LOCATION:	South side of Twelve Mile, west of Drake Rd.
PARCEL I.D.:	23-17-201-014
PROPOSAL:	Amend PUD Plan to permit retail & restaurant, in an OS-4 Office Research District
ACTION REQUESTED:	Recommendation to City Council
APPLICANT:	Michael Lawrence
OWNER:	Farmington Hills Corp. Inv., L.L.C.

Tony Antone, Kojaian Company, was present on behalf of this application to amend PUD Plan 5, 1993 to permit retail and restaurant use. Kojaian was the developer of the 134-acre Farmington Hills Corporate Campus. They were seeking a change in use for the 2.59-acre piece at 12 Mile Road and Investment Drive, in order to bring amenities into the Corporate Campus so the users of the campus would have more options at lunch hour, such as coffee, food, and services that might be sought during someone's free time. They were not seeking to add this use anywhere else in the PUD. This would be the first amendment to the PUD in the almost 20 years that they were the PUD developers, and they were almost "to the finish line" in terms of final development, having only this piece and one headquarter-type parcel to the east of this piece left to develop, and they had a prospective tenant for the parcel to the east.

In response to questions from Commissioner Brickner, Mr. Antone said that no tenants were yet signed for the requested change in use.

Referencing his November 11, 2021 written comments, Planning Consultant Arroyo gave the background and review for this request for PUD amendment to permit retail and restaurant uses. Two buildings were proposed, with Building A including a 2,201 square foot drive-through restaurant and a 2,544 square foot retail space, and Building B being 5,088 square-foot retail space. There would be an outdoor dining area between the two buildings.

Outstanding issues included:

- Building height was not provided; maximum height permitted was 50 feet.
- No information was provided regarding rooftop equipment; any rooftop equipment needed to be screened.
- The location of the ordering station was unclear from the plans; 10 stacking spaces are required and 10 are provided.
- Tree replacement calculations needed to be corrected to show a total of 79 replacement trees per the PUD agreement (this is a correction from the total in the review letter). The applicant proposed to pay into the tree fund for all replacement trees.
- The hedgerow to screen vehicle lights should extend along the north side of the drive-through stacking area visible from 12 Mile road.
- Lighting information needed to be provided as outlined on pages 5-6 of the review letter; this could be approved administratively.

The Planning Commission should discuss the specific uses allowed, as the applicant had identified a category of uses only (B-2 uses).

Commission discussion:

- This request was being processed as a major change, as determined at the November 18 2021 Planning Commission meeting. The requested action was a recommendation to City Council.
- Per Fire Department review, there needed to be an adjustment in the turning radius; this could be approved administratively.
- In response to questions from Commissioner Schwartz, Mr. Antone gave the following information:
 - The rest of the PUD was office use. The 25-acre parcel to the east of the subject was still vacant; Mr. Antone thought they would be bringing plans to the Commission in February for office use of that site.
 - Given the current market for office space, having the 2.9 acres available for retail, restaurant and service uses will help keep the development more viable in terms of keeping tenants in the space.

Chair Stimson opened the meeting for public hearing. Seeing that no public indicated they wished to speak, Chair Stimson brought the matter back to the Commission for discussion and/or a motion.

MOTION by Countegan, support by Schwartz, that the Planning Commission recommend to City Council that the Amendment to PUD 5, 1993, concurrent with Site Plan 65-10-2021, both dated October 15, 2021, submitted by Michael Lawrence of Yamasaki Inc., be approved because the plans are in accordance with the objectives, goals, and policies of the Master Plan for Future Land Use, and the applicable provisions of the Zoning Ordinance, with the following conditions:

- 79 replacement trees be provided, or funds paid into the tree fund.

- Resolution of all outstanding issues identified in the November 11, 2021 Giffels Webster review letter.
- Resolution of all outstanding issues identified in the November 1, 2021 Fire Marshal memorandum, specifically including the correction of the turning radius as noted.

And with the determination that:

- This amendment includes all B-2 uses as listed in the Zoning Ordinance.

Discussion

Planning Consultant Arroyo read the list of all B-2 uses.

Motion carried unanimously by voice vote.

APPROVAL OF MINUTES November 18, 2021

MOTION by Brickner, support by Turner, to approve the November 18, 2021 Planning Commission meeting minutes as presented.

Motion carried unanimously by voice vote.

PUBLIC COMMENT

None.

COMMISSIONERS' COMMENTS

None.

January meetings will be January 20 (regular meeting) and January 27 (CIP)

ADJOURNMENT

MOTION by Brickner, support by Countegan, to adjourn the meeting at 9:04 p.m.

MOTION carried unanimously by voice vote.

Respectfully Submitted,
John Trafelet
Planning Commission Secretary

/cem

FHCC

CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN
TAX ID: PART OF 23-17-201-013

SITE PLANS



THE LOCATION OF DESIGNATED UTILITIES IS NOT GUARANTEED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO UTILITIES OR TO THE PUBLIC CAUSED BY THE CONTRACTOR'S NEGLIGENCE OR FAILURE TO FOLLOW THE 811 RULES.

NOTICE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO UTILITIES OR TO THE PUBLIC CAUSED BY THE CONTRACTOR'S NEGLIGENCE OR FAILURE TO FOLLOW THE 811 RULES.

ATWELL
666-850-4200 www.atwell-group.com
TWO TOWNS SQUARE, SUITE 200
SOUTHFIELD, MI 48076
248-447-2000



DEVELOPMENT TEAM

DEVELOPER

KOJAIAN MANAGEMENT CORP
38400 WOODWARD AVE., SUITE 250
BLOOMFIELD HILLS, MI 48304
CONTACT: TONY ANTOINE
PHONE: 248-644-7600

ARCHITECT

YAMASAKI, INC.
THE FISHER BUILDING
3011 WEST GRAND BLVD., SUITE 222
DETROIT, MI 48202
CONTACT: MICHAEL LAWRENCE
PHONE: 877-547-0885

CIVIL ENGINEER

ATWELL, LLC
12745 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MI 48315
CONTACT: MIKE MCPHERSON
PHONE: 586-796-8800
EMAIL: mmcphe@atwell-group.com

GOVERNING AGENCIES / UTILITY CONTACTS

MUNICIPALITY

PLANNING DEPARTMENT
31555 W. ELEVEN MILE ROAD
FARMINGTON HILLS, MI 48336-1103
CONTACT: MARK STEG
PHONE: 248-871-2544

WATER & SEWER

PUBLIC WORKS
27245 HALSTED
FARMINGTON HILLS, MI 48334
CONTACT: KEVIN MCCARTHY
PHONE: 248-871-2850

PROPERTY DESCRIPTION

DESCRIPTION OF A 2.59 ACRE PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 17, T1N, R9E, CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN

Commencing at the North 1/4 corner of Section 17, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, thence South 88 degrees 05 minutes 57 seconds West 95.28 feet along the North line of said Section 17 and the centerline of 12 Mile Road (Variable Width); thence South 01 degrees 54 minutes 03 seconds East 120.00 feet to the Southerly right-of-way line of said 12 Mile Road for a PLACE OF BEGINNING; thence South 01 degrees 54 minutes 03 seconds East 265.28 feet; thence South 27 degrees 24 minutes 44 seconds West 234.53 feet; thence South 87 degrees 58 minutes 27 seconds West 151.89 feet to the Easterly right-of-way line of Investment Drive (60 feet wide); thence along said Easterly right-of-way line the following three (3) courses: North 02 degrees 03 minutes 48 seconds West 354.64 feet, North 10 degrees 58 minutes 27 seconds East 66.03 feet, and North 01 degrees 54 minutes 03 seconds West 51.10 feet to the Southerly right-of-way line of said 12 Mile Road; thence along said Southerly right-of-way line North 88 degrees 05 minutes 57 seconds East 253.11 feet to the Place of Beginning, containing 2.59 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.

PROJECT NARRATIVE

THIS PROJECT PROPOSES TO CONSTRUCT TWO COMMERCIAL BUILDINGS TOTALING 9,833 SQUARE FEET. THE ANTICIPATED TENANTS INCLUDE MULTIPLE RETAIL AND RESTAURANT TENANTS. ASSOCIATED PARKING LOT, UTILITY, AND LANDSCAPING IMPROVEMENTS ARE PROPOSED TO ACCOMMODATE THE DEVELOPMENT.

FLOODPLAIN NOTE

PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP NO. 28125C0631F DATED 8/28/2005, THE SITE LIES WITHIN ZONE X WHICH ARE AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

WETLANDS

EXISTING WETLANDS ON-SITE ARE PROPOSED TO BE IMPACTED. A PERMIT FROM EGLE IS REQUIRED PRIOR TO CONSTRUCTION.

NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF FARMINGTON HILLS STANDARDS.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL FRANCHISE UTILITY (GAS, ELECTRIC, DATA) CONSTRUCTION, REMOVAL, AND RELOCATIONS. ANY FRANCHISE UTILITY INFORMATION ON THESE PLANS IS SHOWN FOR REFERENCE ONLY.

SHEET INDEX

- C00 COVER SHEET
- C01 SITE LAYOUT PLAN
- C02 TREE PRESERVATION PLAN
- C03 TREE LIST
- C04 TREE LIST
- C05 LANDSCAPE PLAN
- C06 LANDSCAPE DETAILS
- C07 PRELIMINARY GRADING & STORMWATER PLAN
- C08 PRELIMINARY GRADING & STORMWATER PLAN
- C09 PRELIMINARY UTILITY PLAN
- C10 FIRETRUCK TURNING DIAGRAM

ATTACHED PLANS

- ALTA SURVEY
- PHOTOMETRIC PLAN
- TRASH ENCLOSURE DETAILS
- BUILDING FLOOR PLAN
- BUILDING ELEVATIONS

SECTION 17
TOWN 1 NORTH, RANGE 9 EAST
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

KOJAIAN MANAGEMENT CORP.
FARMINGTON HILLS CORPORATE CAMPUS
RETAIL DEVELOPMENT
SITE PLANS
COVER SHEET

DATE: SEPTEMBER 14, 2021
REVISIONS/SUBMITTALS:
09-14-2021 CITY SUBMITTAL
12-21-2021 REVISION
1-4-2023 ONE SUBMITTAL

REV. POD 5, 1993
SP 65-10-2024
RECEIVED

JAN 18 2027

ITY OF FARMINGTON HILLS
PLANNING DEPT.

NO SCALE
DRAWN BY: EM
CHECKED BY: EM
PROJECT MANAGER: KMc
JOB #: 17002594
FILE CODE: CP
SHEET NO. C00

LEGEND

- EXISTING TREE TO REMAIN
EXISTING TREE TO BE REMOVED

TREE REPLACEMENT SUMMARY

LANDMARK TREES	3 TREES
NUMBER OF LANDMARK TREES REMOVED	101.25-INCHES
REPLACEMENT CALIPERS REQUIRED PER ORDINANCE	34 TREES
TOTAL 3" LANDMARK TREE REPLACEMENT REQUIRED	12 TREES
TOTAL 3" TREES BASED ON 35% REDUCTION	
REGULATED TREES	192 TREES
NUMBER OF REGULATED TREES REMOVED	67 TREES
TREE REPLACEMENT REQUIRED BASED ON 35% REDUCTION	
TOTAL NUMBER OF TREES TO BE REPLACED	70 TREES

THE DEVELOPER PROPOSES TO PAY INTO THE CITY TREE REPLACEMENT FUND IN LIEU OF PROVIDING REPLACEMENT TREES

CORPORATE DRIVE
60' R.O.W.

INVESTMENT DRIVE
60' R.O.W.

12 MILE ROAD
VARIABLE R.O.W.



Know what's below.
Call before you dig.

BE AWARE OF EXISTING
UNDERGROUND UTILITIES AND
STRUCTURES. THE LOCATION OF
ALL EXISTING UTILITIES AND
STRUCTURES SHALL BE DETERMINED
BY THE CONTRACTOR PRIOR TO
CONSTRUCTION. THE CONTRACTOR
SHALL BE RESPONSIBLE FOR
OBTAINING ALL NECESSARY
PERMITS AND APPROVALS FROM
THE CITY OF FARMINGTON HILLS
AND THE MICHIGAN DEPARTMENT
OF TRANSPORTATION.

NOTES:
CONSTRUCTION SITE SAFETY IS THE SOLE
RESPONSIBILITY OF THE CONTRACTOR.
THE CONTRACTOR SHALL BE RESPONSIBLE
FOR OBTAINING ALL NECESSARY
PERMITS AND APPROVALS FROM
THE CITY OF FARMINGTON HILLS
AND THE MICHIGAN DEPARTMENT
OF TRANSPORTATION.

ATWELL & ASSOCIATES, LLC
866.850.4200
WWW.ATWELL-GRUPP.COM
248.447.2000



SECTION 17
TOWN 1 NORTH, RANGE 9 EAST
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

KOJIAN MANAGEMENT CORP.
FARMINGTON HILLS CORPORATE CAMPUS
RETAIL DEVELOPMENT
SITE PLANS
TREE PRESERVATION PLAN

DATE
SEPTEMBER 14, 2021
REVISIONS/SUBMITTALS
00-14-2021 CITY SUBMITTAL
10-11-2021 REVISION
1-4-2022 FIVE REVISIONS

DRAWN BY: EN
CHECKED BY: EN
PROJECT MANAGER: MMG
JOB #: 17502584
FILE CODE: CP
SHEET NO.

0 10' 20'
SCALE 1"=50'

CAD FILE: V:\2022\20220914\20220914-2022-10

C02

REFER TO SHEET C02 FOR TREE REPLACEMENT CALCULATIONS

AND FILES: K:\WORKSHEET\PLANS\PIZZERIA\COSS\INDEX-1.DST

Tree Survey Data						Tree Health/Condition/Tree Species*						Removal / Replacement Calculations		
Tree Tag #	Species Name	Common Name	Diameter (inches)	Condition	Comments	Trunk	Canopy	Structure	Health/ Disease	Chlorophyll	Ullm	Score	Removal	Replacement Value
0767	Prunus americana	Black Cherry	6.0	Fair		3	3	4	3	3	3	21	No	0.03 cal
0768	Prunus americana	Black Cherry	8.0	Good		3	3	3	3	3	3	26	No	0.03 cal
0769	Prunus americana	Black Cherry	8.0	Good		3	3	3	3	3	3	26	No	0.03 cal
0770	Prunus americana	Black Cherry	12.0	Good		3	3	3	3	3	3	29	No	0.03 cal
0771	Prunus americana	Black Cherry	2.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0772	Prunus americana	Black Cherry	2.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0773	Prunus americana	Black Cherry	4.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0774	Prunus americana	Black Cherry	10.5	Good		3	3	3	3	3	3	28	No	0.01 cal
0775	Prunus americana	Black Cherry	15.0	Good		3	3	3	3	3	3	28	No	0.01 cal
0776	Prunus americana	Black Cherry	20.0	Good		3	3	3	3	3	3	28	No	0.01 cal
0777	Prunus americana	Black Cherry	4.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0778	Prunus americana	Black Cherry	11.5	Good		3	3	3	3	3	3	27	No	0.00 cal
0779	Prunus americana	Black Cherry	7.0	Good		3	3	3	3	3	3	26	No	0.00 cal
0780	Prunus americana	Black Cherry	12.5	Good		3	3	3	3	3	3	26	No	0.00 cal
0781	Prunus americana	Black Cherry	7.0	Good		3	3	3	3	3	3	25	No	0.00 cal
0782	Prunus americana	Black Cherry	10.0	Good		3	3	3	3	3	3	27	No	0.00 cal
0783	Prunus americana	Black Cherry	7.5	Fair		3	3	3	3	3	3	27	No	0.00 cal
0784	Prunus americana	Black Cherry	11.0	Good	Good Tree - 1st	3	3	3	3	3	3	28	No	0.00 cal
0785	Prunus americana	Black Cherry	7.5	Good		3	3	3	3	3	3	26	No	0.00 cal
0786	Prunus americana	Black Cherry	10.0	Good		3	3	3	3	3	3	27	No	0.00 cal
0787	Prunus americana	Black Cherry	11.5	Good		3	3	3	3	3	3	28	No	0.00 cal
0788	Prunus americana	Black Cherry	10.0	Good		3	3	3	3	3	3	28	No	0.00 cal
0789	Prunus americana	Black Cherry	7.5	Good		3	3	3	3	3	3	26	No	0.00 cal
0790	Prunus americana	Black Cherry	6.5	Good		3	3	3	3	3	3	25	No	0.00 cal
0791	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	25	No	0.00 cal
0792	Prunus americana	Black Cherry	8.0	Good		3	3	3	3	3	3	26	No	0.00 cal
0793	Prunus americana	Black Cherry	10.0	Fair		3	3	3	3	3	3	26	No	0.00 cal
0794	Prunus americana	Black Cherry	4.5	Good		3	3	3	3	3	3	23	No	0.00 cal
0795	Prunus americana	Black Cherry	6.5	Fair	Leaning	3	3	3	3	3	3	25	No	0.00 cal
0796	Prunus americana	Black Cherry	10.5	Good		3	3	3	3	3	3	26	No	0.00 cal
0797	Prunus americana	Black Cherry	8.0	Good		3	3	3	3	3	3	26	No	0.00 cal
0798	Prunus americana	Black Cherry	6.0	Fair		3	3	3	3	3	3	23	No	0.00 cal
0801	Prunus americana	Black Cherry	11.5	Good		3	3	3	3	3	3	28	No	0.00 cal
0802	Prunus americana	Black Cherry	8.5	Good		3	3	3	3	3	3	26	No	0.00 cal
0803	Prunus americana	Black Cherry	10.0	Good		3	3	3	3	3	3	27	No	0.00 cal
0804	Prunus americana	Black Cherry	16.0	Good		3	3	3	3	3	3	28	No	0.00 cal
0805	Prunus americana	Black Cherry	10.5	Good		3	3	3	3	3	3	27	No	0.00 cal
0806	Prunus americana	Black Cherry	11.0	Good		3	3	3	3	3	3	27	No	0.00 cal
0807	Prunus americana	Black Cherry	14.5	Good		3	3	3	3	3	3	28	No	0.00 cal
0808	Prunus americana	Black Cherry	12.0	Good		3	3	3	3	3	3	28	No	0.00 cal
0809	Prunus americana	Black Cherry	16.5	Good		3	3	3	3	3	3	28	No	0.00 cal
0810	Prunus americana	Black Cherry	1.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0811	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0812	Prunus americana	Black Cherry	6.0	Fair	Leaning	3	3	3	3	3	3	23	No	0.00 cal
0813	Prunus americana	Black Cherry	6.0	Fair		3	3	3	3	3	3	23	No	0.00 cal
0814	Prunus americana	Black Cherry	10.0	Fair		3	3	3	3	3	3	26	No	0.00 cal
0815	Prunus americana	Black Cherry	10.0	Fair		3	3	3	3	3	3	26	No	0.00 cal
0816	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0817	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0818	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0819	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0820	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0821	Prunus americana	Black Cherry	7.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0822	Prunus americana	Black Cherry	11.0	Good		3	3	3	3	3	3	27	No	0.00 cal
0823	Prunus americana	Black Cherry	9.0	Good		3	3	3	3	3	3	26	No	0.00 cal
0824	Prunus americana	Black Cherry	7.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0825	Prunus americana	Black Cherry	7.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0826	Prunus americana	Black Cherry	13.5	Good		3	3	3	3	3	3	28	No	0.00 cal
0827	Prunus americana	Black Cherry	2.5	Fair		3	3	3	3	3	3	23	No	0.00 cal
0828	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0829	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0830	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0831	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0832	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0833	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0834	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0835	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0836	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0837	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0838	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0839	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal
0840	Prunus americana	Black Cherry	6.0	Good		3	3	3	3	3	3	23	No	0.00 cal

REFER TO SHEET C02 FOR TREE REPLACEMENT CALCULATIONS

811
Know what's below.
Call before you dig.

THE LOCATION OF BURIED UTILITIES AND DEPTHS ARE APPROXIMATE. CALLERS MUST BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTHS OF UTILITIES PRIOR TO ANY EXCAVATION. CALLERS MUST BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FOR ANY EXCAVATION. CALLERS MUST BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FOR ANY EXCAVATION. CALLERS MUST BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FOR ANY EXCAVATION.

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ATWELL
366.650.4200
www.atwell-group.com
246.447.2000

SECTION 17
TOWN 1 NORTH, RANGE 9 EAST
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

KOJAIA MANAGEMENT CORP.
FARMINGTON HILLS CORPORATE CAMPUS
RETAIL DEVELOPMENT
SITE PLANS
TREE LIST

DATE: SEPTEMBER 14, 2022
REVISIONS/SUBMITTALS
06-11-2021 CITY SUBMITTAL
03-01-2021 REVISION
1-1-2021 PRE SUBMITTAL

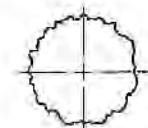
DRAWN BY: EM
CHECKED BY: EM
PROJECT MANAGER: MMG
JOB #: 17002684
FILE CODE: CP
SHEET NO: C04

CAD FILE: K:\17002684\DWG\PLAN\SECT17\17002684-00-TRC-JET

LEGEND

PROPERTY LINE
SANITARY SEWER
STORM SEWER
WATERMAIN
GAS
UNDERGROUND ELECTRIC
UNDERGROUND TELEPHONE

PROPOSED 5000/900



DECIDUOUS TREE



EXISTING TREE



EXISTING TREE TO BE
RELOCATED AS NECESSARY



EVERGREEN SHRUB

PLANT KEY

PA (3) — PLANT QUANTITY
PLANT KEY
(REFER TO SCHEDULE)

LANDSCAPE REQUIREMENTS SUMMARY

ITEM	QTY PROVIDED	QTY REQUIRED	COMMENTS
PARKING LOT TREES	11 TREES	11 TREES	1/2,800 SF PAVING (29,628 PROVIDED)

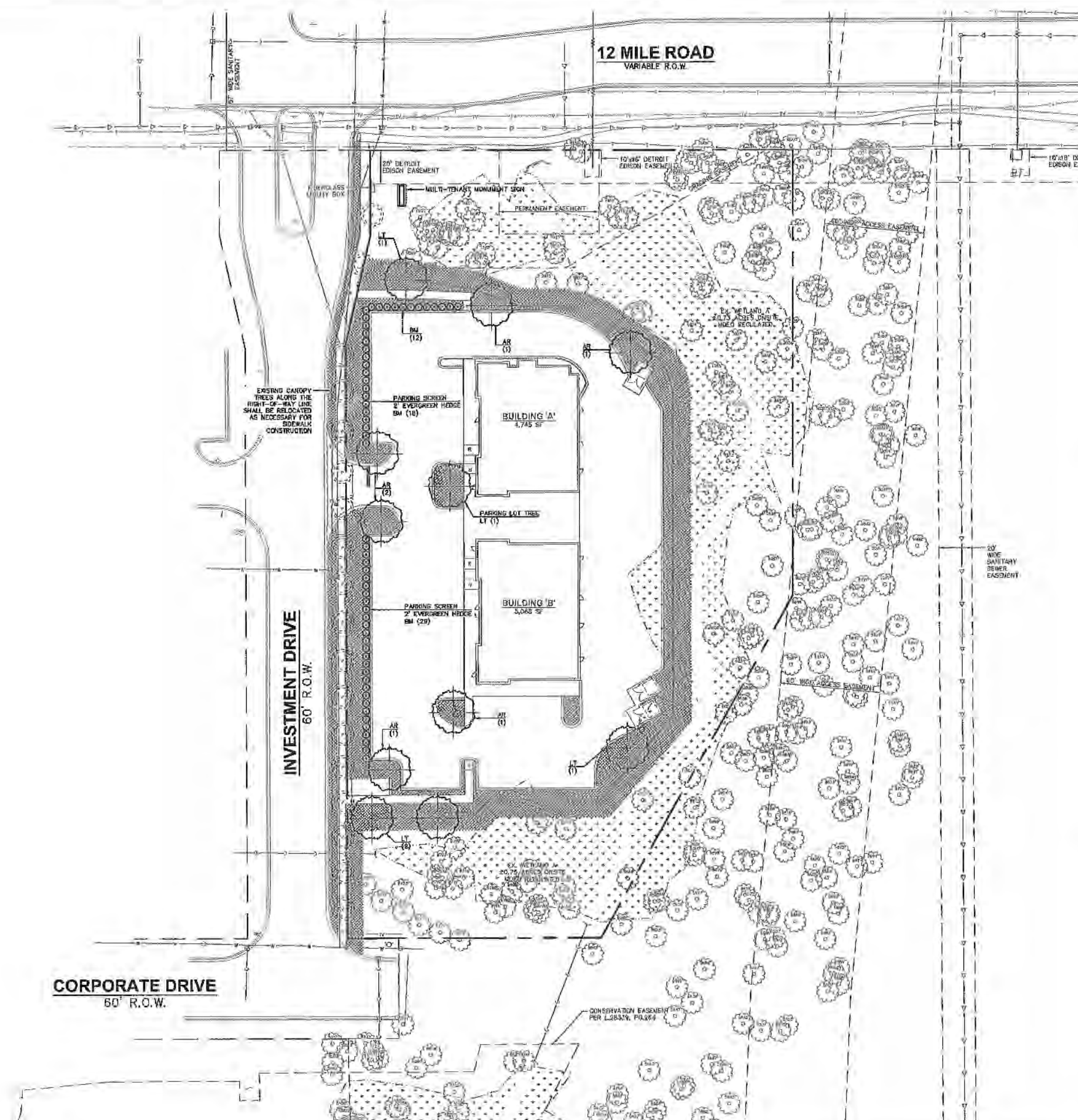
REFER TO SHEETS 002-004 FOR TREE REMOVAL/REPLACEMENT AND TREE SURVEY.

DECIDUOUS TREE SCHEDULE

KEY QTY BOTANICAL NAME	COMMON NAME	SIZE	NOTES
AR 5 ACER RUBRUM 'AUTUMN GLAZE'	AUTUMN GLAZE RED MAPLE	3" CAL.	B & B
LT 6 LIRIODENDRON TULIPERA	TULIP TREE	3" CAL.	B & B

SHRUB SCHEDULE

KEY QTY BOTANICAL NAME	COMMON NAME	SIZE	NOTES
EM 10 EVUNUS MICROPHYLLA	EMERALD JEWEL BOXWOOD	3"	2" MIN. HGT.



811

Know what's below.

Call before you dig.

THE LOCATION OF UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN RECONSTRUCTED. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION WORK. THE USER SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY THE USER OR ANY OTHER PARTY AS A RESULT OF ANY CONSTRUCTION WORK OR ANY OTHER PARTY.

NOTICE: CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY OF THE WORK OF ANY PERSONS EMPLOYED BY THE CONTRACTOR OR ANY OTHER PARTY.

CONTRACTOR: ATWELL & ASSOCIATES, INC. 866.350.4200 www.atwell-group.com TWO TOWNS SQUARE, SUITE 700 BIRMINGHAM, AL 35203 205.447.2200

ATWELL
866.350.4200 www.atwell-group.com
TWO TOWNS SQUARE, SUITE 700
BIRMINGHAM, AL 35203
205.447.2200



SECTION 17
TOWN 1 NORTH, RANGE 9 EAST
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

KOJAVAN MANAGEMENT CORP.
FARMINGTON HILLS CORPORATE CAMPUS
RETAIL DEVELOPMENT
SITE PLANS
LANDSCAPE PLAN

DATE: SEPTEMBER 14, 2021

REVISIONS/SUBMITTALS

05-11-2021 CITY SUBMITTAL

10-11-2021 REV. SUBMITTAL

11-11-2021 REV. SUBMITTAL

12-11-2021 REV. SUBMITTAL

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GENERAL NOTES

- LANDSCAPE CONTRACTOR (CONTRACTOR) SHALL VISIT SITE, INSPECT EXISTING CONDITIONS AND REVIEW PROPOSED PLANTINGS AND RELATED WORK. LANDSCAPE CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS ON PROPERTY WITH THE EXISTING CONTRACTOR AND BY CALLING BY PHONE TO LOCATE PLANT LOCATIONS. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN. CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE WITH ANY DISCREPANCY. PLANTS SHOWN ON THE PLANT LIST ARE MINIMUM SPECIES TO WHICH THE PLANTS ARE TO BE INSTALLED.
- FROM TO ANY LAND CLEARING OR CONSTRUCTION, TREE PROTECTION FENCING IS TO BE INSTALLED BY THE CONTRACTOR. THIS FENCING SHALL BE INSTALLED AT THE ONE LINE OF ALL TREES AND SHRUBS AND MUST BE MAINTAINED AS APPROVED FOR THE DURATION OF THE PROJECT. NO CUTTING, PLUNGING OR TREESPACING SHALL OCCUR INSIDE THE FENCED AREAS.
- LANDSCAPE CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATIONS WITH OTHER CONTRACTORS WORKING ON SITE.
- WHERE EXISTING TREES AND/OR SIGNIFICANT SHRUBS MASSINGS ARE FOUND ON SITE, WHETHER SHOWN ON THE DRAWING OR NOT, THEY SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED AND/OR ARE IN AN AREA TO BE GRADED. ANY QUESTION REGARDING REMOVAL OF PLANT MATERIAL SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.
- ALL EXISTING TREES TO REMAIN TO BE FERTILIZED AND PRUNED TO REMOVE DEAD WOOD AND DAMAGED OR RUBBING BRANCHES.
- NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT AND OWNER. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PLANT MATERIAL FROM DAMAGE TO INSTALLATION.
- ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF LANDSCAPE ARCHITECTS. ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARDS OF THE AUTHORITY HAVING JURISDICTION AND IN ACCORDANCE WITH CURRENT INDUSTRY STANDARDS IN A HEALTHY, HEALTHY AND VIGOROUS CONDITION.
- CONTRACTOR WILL SUPPLY FERTILIZER GRADE AND EXCAVATE AS NECESSARY TO SIMPLY AT TOPSOIL DEPTH IN ALL PLANTING BEDS AND 4" TOPSOIL DEPTH IN ALL LAWN AREAS. FERTILIZER AND GRADE SHALL BE APPLIED TO A MINIMUM OF 6" ABOVE ADJACENT DRIVEWAYS WITH TOPSOIL. FERTILIZER SHALL BE APPLIED TO ALL LAWN AREAS AND ADJACENT DRIVEWAYS AND COMPACT TO TOP OF DRIVE OR WALK TO SUPPORT VEHICLES AND MODERATELY WEIGHT WITHOUT SETTLING.
- ACCEPTANCE OF GRADING AND SOIL/ROOT SHALL BE BY LANDSCAPE ARCHITECT AND/OR PROJECT REPRESENTATIVE. THE LANDSCAPE CONTRACTOR SHALL ASSUME MAINTENANCE RESPONSIBILITY UNTIL FINAL ACCEPTANCE HAS BEEN RECEIVED. MAINTENANCE SHALL INCLUDE WATERING, FERTILIZING, REPLACEMENT OF WASH-OUTS AND OTHER OPERATIONS NECESSARY TO KEEP SOIL/ROOT IN A HEALTHY CONDITION. WHEN THE LANDSCAPE CONTRACTOR HAS BEEN NOTIFIED AND/OR OWNER'S REPRESENTATIVE, THE OWNER WILL ASSUME ALL MAINTENANCE RESPONSIBILITIES.
- PLANT MATERIAL LOCATIONS SHOWN ARE SUGGESTIONS AND MAY BE SUBJECT TO CHANGE IN THE FIELD AS REQUIRED.
- REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO THE OWNER.
- OWNER OR OWNER'S REPRESENTATIVE SHALL INSPECT LANDSCAPE INSTALLATION AND HAVE THE RIGHT TO REJECT AND WITHHOLD PAYMENT ON ANY PLANT MATERIALS OF DAMAGED OR POOR QUALITY OR NOT MEETING SPECIFICATIONS.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP OF SITE AT THE COMPLETION OF LANDSCAPING EACH DAY. AT ALL TIMES THE WORKERS SHALL BE MAINTAINED CLEAN AND FREE OF DEBRIS. REMOVE EXCESS SOIL AND WASTE MATERIAL, TRASH AND DEBRIS FROM THE SITE. MAINTAIN A NEATLY KEPT SITE IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL CODES AND REGULATIONS.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR SOIL, EROSION AND DUST CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION. THE LANDSCAPE CONTRACTOR SHALL PROVIDE EROSION OF SOIL AND ENTRY OF SOIL-BEARING WATER AND AIRBORNE DUST INTO ADJACENT PROPERTIES AND INTO THE PUBLIC STORMWATER FACILITIES. REFER TO EROSION CONTROL PLAN FOR DETAILS.

MAINTENANCE INSTRUCTIONS UNLESS NOTED OTHERWISE.

- MULCH MATERIAL: AS SPECIFIED ON THE LANDSCAPE PLANS, MAINTAIN ALL PLANTING BEDS TO 3" DEPTH. ALL SHRUB PLANTING BEDS TO RECEIVE 3" DEEP MULCH. ALL EVERGREEN AND DECIDUOUS TREES (UP TO 10" DBH) TO RECEIVE 6" DEEP SHEARED HAWTHORN MULCH WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK. EXISTING MULCH TO BE 2-4" DBH AT TREES AND 1" DBH DEEPER DRIP LINES.
- TREE STAKING: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO STAKE AND/OR BRACE THE TREES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESPONSIBILITY TO TAKE EVERY STEP NECESSARY TO MAINTAIN THE TREES AND SHRUBS IN AN UPRIGHT AND PLUMB POSITION AT ALL TIMES UNTIL THE END OF THE PLANT GUARANTEE PERIOD. EXCEPT WHERE SPECIFIED, SOIL OR WIND CONDITIONS ARE A PROBLEM. AT END OF GUARANTEE PERIOD ALL STAKES SHALL BE REMOVED BY LANDSCAPE CONTRACTOR. ALL STAKES USED FOR TREE SUPPORTS SHALL BE REMOVED FROM ANY AND ALL EXCAVATION ROUTES.
- TREE WRAPPING: WRAPPING MATERIAL SHALL BE QUALITY HEAVY WATERPROOF CLOTH MANUFACTURED FOR THIS PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1" AND REMOVE ALL WRAPPING AFTER 2-1."
- EDGING: EDGING SHALL BE SHARP EDGED.
- FERTILIZER: SHAP-SHOT ROOT STIMULATOR AS MANUFACTURED BY AGRI, OR APPROVED EQUAL, SHALL BE APPLIED TO THE SOIL SURFACE OF EACH PLANT DURING INSTALLATION.
- PLANT STAKING: MEASURE TREES AND SHRUBS ACCORDING TO AND 100% STANDARD. TAKE CAREFUL MEASUREMENTS 6 INCHES ABOVE GROUND FOR TREES UP TO 4" CALIPER AND 12 INCHES ABOVE GROUND FOR LARGER TREES. ALWAYS HANDLE BARKED AND BARKED MATERIAL BY THE ROOT BALL. PLANT MATERIAL SHALL BE DELIVERED TO THE SITE AND PLANTED THE SAME DAY.
- PLANTING PLAN: ALL PROPOSED PLANTS SHALL BE LOCATED CAREFULLY AS SHOWN ON THE PLANS. PLAN TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS OVER PRECEDENCE OVER NOTES. RESPECT QUANTITIES, DO NOT SCALE DRAWINGS.

MAINTENANCE / WARRANTY

- MAINTENANCE OF PLANT MATERIALS AND LAWN AREAS SHALL BEGIN IMMEDIATELY AFTER INSTALLATION AND SHALL CONTINUE UNTIL FINAL ACCEPTANCE, BUT IN NO CASE, LESS THAN THE FOLLOWING STATED PERIODS:
PLANT MATERIALS: 90 DAYS AFTER SUBSTANTIAL COMPLETION
LAWN AREAS: 60 DAYS AFTER SUBSTANTIAL COMPLETION
- AFTER REQUIRED MAINTENANCE PERIOD, THE OWNER, UPON REQUEST, WILL MAKE AN INSPECTION TO DETERMINE ACCEPTABILITY. UNACCEPTABLE WORK SHALL BE REPAIRED OR REPLACED AND REINSPECTED BEFORE FINAL ACCEPTANCE IS GRANTED.
- A WRITTEN WARRANTY SHALL BE PROVIDED TO THE OWNER GUARANTEEING THAT ALL PLANT MATERIALS, SOIL, UNDER SEEDING AREAS WILL BE FURNISHED FOR THE FOLLOWING STATED PERIODS: TREES, SHRUBS, AND GROUND COVERS - ONE YEAR AFTER FINAL ACCEPTANCE. SOIL AND SEEDING AREAS - 90 DAYS AFTER FINAL ACCEPTANCE. PERENNIALS - 90 DAYS AFTER FINAL ACCEPTANCE.
- THE CONTRACTOR SHALL PROVIDE THE OWNER WITH WRITTEN INSTRUCTIONS REGARDING MAINTENANCE OF EACH TYPE OF VEGETATION. THE OWNER IS RESPONSIBLE FOR PROPER MAINTENANCE OF THE MATERIALS DURING THE WARRANTY PERIOD AS OUTLINED IN THE MAINTENANCE INSTRUCTIONS. THE CONTRACTOR SHALL MAKE PERIODIC INSPECTIONS OF THE SITE AND WILL INFORM THE OWNER IF ANY LACK OF PROPER MAINTENANCE IN WRITING. OWNER'S FAILURE TO COMPLY WITH THE MAINTENANCE PROGRAM SHALL VOID THE WARRANTY. KILL AND VOID.
- THE CONTRACTOR IS NOT RESPONSIBLE FOR LOSS OF PLANTIVE MATERIALS DUE TO UNUSUAL WEATHER CONDITIONS, EROSION, FLOODING, HIGH WINDS OR OTHERS IF ANY CONDITIONS BEYOND THE CONTROL OF THE CONTRACTOR SHOULD OCCUR. THE MATERIALS AFFECTED WILL BE LOANED OR COVERED BY THE CONTRACTOR.

PLANT MATERIALS

- PROVIDE PLANTS OF GUARANTEED SIZE, QUALITY, SPECIES AND VARIETY SHOWN AND SPECIFIED AND IN CONFORMANCE WITH THE REQUIREMENTS OF AND 2001 "AMERICAN STANDARD FOR NURSERY STOCK". PLANTS SHALL HAVE BEEN GROWN IN A DECIDUOUS NURSERY IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES.
- ALL PLANTS SHALL BE FULLY WELL-BRANCHED PLANTS CHARACTERISTIC OF THE SPECIES. PLANTS SHALL BE FREE OF DISEASES, INSECTS, LONG-LEAFED AND DEFECTS SUCH AS HOLE, SUN-SCALD, INJURIES, AMBLYOMES, OR DISCOLORATIONS.
- PLANT STOCK SHALL HAVE BEEN GROWN UNDER CLIMATE CONDITIONS SIMILAR TO CONDITIONS IN THE LOCALITY OF THE PROJECT.
- LABEL AT LEAST ONE PLANT OF EACH KIND WITH A SECURELY ATTACHED WATERPROOF TAG BEARING LEGIBLE IDENTIFICATION OF BOTANICAL AND COMMON NAME.
- PROVIDE FREEDOM ONE DUG AND UNPLANTED PLANT MATERIALS. DO NOT DUMP DUG OR DUMPED STOCK QUANTITY COLLECTION.
- DO NOT REMOVE CONTAINER-GROWN STOCK FROM CONTAINERS UNTIL PLANTING TIME.

INSTALLATION

- INSTALL TREES AND SHRUBS ACCORDING TO STANDARD DETAILS SHOWN ON THE PLAN.
- ALL TREE BRANCHES SHALL BE SOAKED WITH WATER AND UNLOADED IMMEDIATELY FOLLOWING PLANTING.
- ALL TREE BRANCHES AND SHRUB BEDS SHALL BE MULCHED WITH A 3-INCH LAYER OF ORGANIC PRUNE SHEARS HAWTHORN BARK MULCH. NON-ORGANIC MULCHES SUCH AS GRAVEL, CRUSHED BRICK, LAVA ROCK, ETC., ARE UNACCEPTABLE.
- TREE CAVING SHALL BE REMOVED AFTER ONE FULL GROWING SEASON.
- APPLY 12 CUBIC FEET OF PEAT MOSS PER 100 SQUARE FEET AND 20 POUNDS OF 8-8-8 FERTILIZER FOR 100 SQUARE FEET OF GROUND COVER PLANTING BEDS. INSTALL THE BEDS TO A DEPTH OF 6 INCHES AND SHOWN TO AN EVEN AND UNIFORM SURFACE. PLANT GROUND COVER MATERIALS, APPLY 2 INCHES OF ORGANIC MULCH, AND WATER.

PLANTING NOTES

- NO PLANTING TO BE INSTALLED UNTIL DRAINAGE AND CONSTRUCTION HAS BEEN COMPLETED IN THE INSTALLED AREA.
- THE CLIMATE PLAN FOR ALL SITE DIMENSIONS, SQUARE FOOTAGE, PAVING CALCULATIONS, AND DETAILS OF ALL SITE IMPROVEMENTS.
- IF THE LANDSCAPE CONTRACTOR PROVIDES ANY DISCREPANCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS, OR ANY OTHER SITE CONDITION WHICH MIGHT MATERIALLY AFFECT PLANT MATERIAL ESTABLISHMENT, SURVIVAL, OR QUALITY, THEY SHALL BRING THESE DISCREPANCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- FROM TO ANY LAND CLEARING OR CONSTRUCTION, TREE PROTECTION FENCING IS TO BE INSTALLED BY THE CONTRACTOR. THIS FENCING SHALL BE INSTALLED AT THE ONE LINE OF ALL TREES AND SHRUBS AND MUST BE MAINTAINED AS APPROVED FOR THE DURATION OF THE PROJECT. NO CUTTING, PLUNGING OR TREESPACING SHALL OCCUR INSIDE THE FENCED AREAS WITHOUT APPROVAL.
- ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS. PLANT MATERIALS ARE TO BE PLANTED IN THE SAME RELATIONSHIP TO GRADE AS WAS GROWN IN NURSERY CONDITIONS. IF WET, CLAY SOILS OR POOR DRAINAGE SOILS ARE EXISTENT, PLANT MATERIALS SHALL REMAIN ALL TRUNK, WIRE AND BURLAP FROM TOP 1/3 OF ROOT BALL AND FROM TREE TRUNKS.
- ONE SHRUB PER TREE AND SIZE IN EACH PLANTING BED AND EVERY TREE SHALL BE CLEARLY IDENTIFIED (COMMON OR LATIN NOMENCLATURE). IF THE EXISTING LAWN IS FOUND TO BE LEVEL, HEALTHY, DENSE & FREE FROM WEEDS, LAWN MAY NOT REQUIRE REPLACEMENT OR RESEEDING. IF RESEEDING IS REQUIRED ON IS PART OF THE APPROVED PLAN, THEN THE FOLLOWING REQUIREMENTS WILL APPLY:
EXISTING LAWN FOUND TO BE IN POOR CONDITION MUST FIRST BE REMOVED WITH BROOM-UP (OR EQUAL) TO REVEAL THE EXISTING LAWN AND WEED AREAS. RENT A MIN. OF 100 DAYS FOR THE HIGHEST TO THE LOWEST. THEN REMOVE ALL WEEDS AND WEEDS TO A MIN. DEPTH OF 2" INCHES. ADD A MIN. OF 2" DEPTH OF NEW TOPSOIL TO ALL LAWN AREAS. BROADCAST AND COMBUST TOPSOIL TO THE TOP OF ALL CURBS & WALKS PRIOR TO SOILING. RESEED TO ELIMINATE ALL BUMPS & DEPRESSIONS AND RESEED ALL AREAS.
- EXISTING LAWN FOUND TO BE IN GOOD CONDITION, BUT WITH BARE, STAINED OR WEEDY AREAS MUST BE RESEEDING BY FILLING IN LOW AREAS, FERTILIZING, OVERSEEDING AND TOP DRESSING ALL BARE AND BARE SPOTS AND BY IRRIGATING A WEED AND FERT PROGRAM.
- CONVERSION OF ALL ASPHALT AND GRAVEL AREAS TO LANDSCAPE SHALL BE DONE IN THE FOLLOWING MANNER:
A. REMOVE ALL ASPHALT, GRAVEL AND COMPACTED EARTH TO A DEPTH OF 3-4" (4" DEPTH) DEPENDENT ON THE DEPTH OF SUB BASE AND DEPTH OF OFF SITE.
B. REPLACE EXCAVATED MATERIAL BY SOIL, MEDIUM TEXTURED PLANTING SOIL (LOAM OR LIGHT YELLOW CLAY) TO A MIN. OF 2" ABOVE TOP OF CURB AND SIDEWALK. ADD 4"-6" OF TOPSOIL AND GROUND TO A MIN. OF 2" ABOVE ADJACENT CURB AND WALK AFTER EARTH SETTLING, UNLESS NOTED OTHERWISE ON THE PLAN.
- IF CONVERSION TO LANDSCAPE OCCURS IN AN EXISTING (OR REMOVED) LANDSCAPE AREA, REPLACE EXCAVATED MATERIAL TO 4"-6" BELOW ADJACENT EXISTING GRADE BY SOIL MEDIUM TEXTURED PLANTING SOIL (LOAM OR LIGHT YELLOW CLAY) AND ADD 4"-6" OF TOPSOIL TO MEET EXISTING GRADES AFTER EARTH SETTLING.
- ALL TREES (ITS MUST BE TESTED FOR PROPER DRAINAGE PRIOR TO PLANTING TREES). A DRAINAGE SYSTEM MUST BE INSTALLED IF PLANTING PIT DOES NOT DRAIN SUFFICIENTLY. (REQUIRED IN HEAVY CLAY SOILS).
- ALL LANDSCAPE AREAS SHALL HAVE PROPER DRAINAGE THAT PREVENTS EXCESS WATER FROM STANDING ON LAWN AREAS OR AROUND TREES & SHRUBS.
- ALL SOIL BUMP AND SHRUB BEDS IN LAWN AREAS SHALL BE EDED WITH A MANICURED TOOL OR WITH MANUFACTURED EDGING AS INDICATED.
- MULCHING AND WATERING OF ALL PLANTS & TREES SHALL BE IMMEDIATELY ON WITHIN 10 DAYS AFTER INSTALLATION.

LAWN INSTALLATION

- LAWN AREAS SHALL BE PREPARED ACCORDING TO THE SECTION DESIGN ENTITLED "SEEDBED PREPARATION".
- LOCALLY-GROWN SOO SHALL BE PROVIDED IN AREAS WHERE SEEDING IS NORMALLY UNSUCCESSFUL OR WILL BE UNSUCCESSFUL DUE TO CLIMATE, SEASON, OR OTHER TEMPORARY CONSTRAINT. SOO SHALL BE STRONGLY ROOTED, FREE OF WEEDS, AND OF UNIFORM DIMENSIONS WITH NO MORE THAN 1.5 INCHES OF LESS THAN 1 INCH OF SOIL.
- SOO SHALL BE TIGHTLY-FITTED TOGETHER. ENDS AND EDGES SHALL MEET WITHOUT GAPS. ALL JOINTS SHALL BE STRENGTHENED WITH MANICURED EDGING. AFTER INSTALLATION, SOO SHALL BE THOROUGHLY WATERED. ON SLOPES STEEPER THAN 2:1, SOO SHALL BE HELD IN PLACE WITH WOODEN STRAPS MEASURING 1 INCH SQUARE BY 8 INCHES LONG. STRAPS SHALL BE HELD TIGHT WITH THE TOP OF THE SOO'S SOLE LAYER.

- PROVIDE GRASS SEED THAT IS FRESH, CLEAN, NEW-GROW SEED COMPLYING WITH REQUIREMENTS FOR PURITY AND GERMINATION ESTABLISHED BY OFFICIAL SEED ANALYSTS OF NORTH AMERICA. PROVIDE SEED TYPE OR SEED MIX WITH BEST RECORD OF SUCCESS IN LOCALITY OF PROJECT OR PER PRODUCT SPECIFICATIONS REFER TO PLAN.
- APPLY SEED AT THE APPROPRIATE RATE FOR MOIST, SPECIFICATIVE FOR ESTABLISHING A NEW LAWN. SOO SEED (LIGHT A SPREADER OR SEEDING MACHINE). DISTRIBUTE SEED EVENLY OVER ENTIRE AREA. AT A MINIMUM, QUANTITY IN 2 DIRECTIONS AT RIGHT ANGLES TO EACH OTHER. RAKE SEED LIGHTLY INTO TOP 1/4-INCH OF SOIL. ROLL LIGHTLY, AND WATER WITH A FINE SPRAY.
- PROTECT ALL SEEDING AREAS AGAINST DISOBS BY SPREADING A CLEAN, SEED FREE SALT RAY OR THICKENED STRAY OF WHEAT, RYE, OATS, OR BARLEY. SPREAD UNIFORMLY TO FORM A CONTINUOUS BLANKET NOT LESS THAN 1/8 INCHES THICK. MEASUREMENT OVER SEEDING AREA.
- TREATMENTS SUCH AS JUNE WHEAT, EXCELLENCE MATTING, OR PHEOPHOSPHATE SHOULD BE USED TO SPANGLING OFFERS OR STEEP SLOPES SUSCEPTIBLE TO DISOBS. THE TREATMENT SHALL BE INSTALLED PRIOR TO THE MULCHING OPERATION.

SEEDBED PREPARATION

- ALL DISTURBED AREAS SHALL BE DRESSED TO THE TYPICAL SECTIONS AND/OR GRASSES SHOWN AND PLANTED TO A DEPTH OF 5 INCHES. THE TOP 2 INCHES SHALL BE MANICURED TO PROMOTE A UNIFORM SEEDING.
- REMOVE ALL LOOSE ROCK, ROOTS, AND OTHER DEBRIS LEAVING SURFACE REASONABLY SMOOTH AND UNIFORM. SOIL LEVEL SHALL BE APPROXIMATELY 1 INCH BELOW ALL TYPES OF CURBS AND WALKWAYS.
- APPLY LIME AND FERTILIZER WITH NECESSARY EQUIPMENT TO ENSURE UNIFORM DISTRIBUTION OF THE MATERIALS. THE HAND/BUCKET METHOD IS NOT ACCEPTABLE. THE WATER AND TYPES OF MATERIALS TO BE APPLIED ARE AS FOLLOWS:
TURFGRASS FERTILIZER WITH SLOW RELEASE NUTRIENT (N-P-K 18-18-18) - RATE THAT WILL PROVIDE 5 LBS. OF PHOSPHORUS PER 1000 SQUARE FEET
LIMESTONE - 10 LBS. PER 1000 SQUARE FEET
(LIMESTONE MAY BE WAIVED IF EXISTING PH IS GREATER THAN 6.5.)
- WORKER PREPARED LAWN AREAS BEFORE PLANTING IF SOO IS IN PLACE. ALL SURFACE MOISTURE TO DRY BEFORE PLANTING LAWN. DO NOT CREATE A MUDGY SOIL CONDITION.

DECIDUOUS CANOPY TREE PLANTING DETAIL

NOT TO SCALE



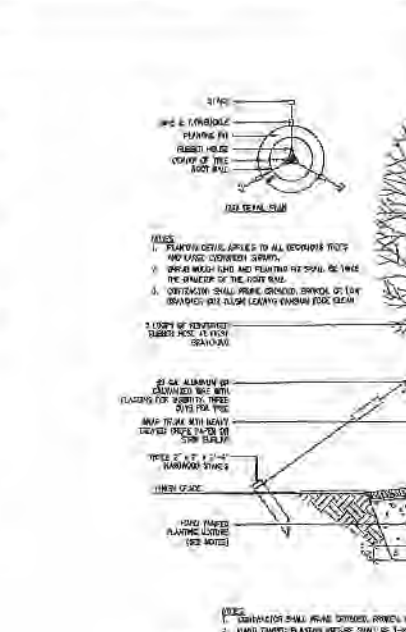
EARTH/SPADE EDGE DETAIL

NOT TO SCALE



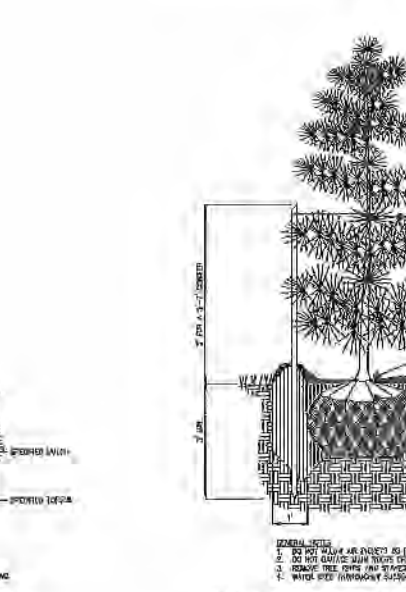
CONIFEROUS TREE PLANTING DETAIL

NOT TO SCALE



DECIDUOUS CANOPY TREE PLANTING DETAIL

NOT TO SCALE



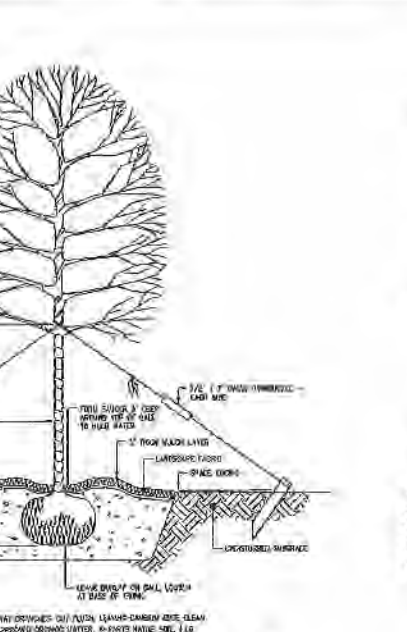
CONIFEROUS TREE PLANTING DETAIL

NOT TO SCALE



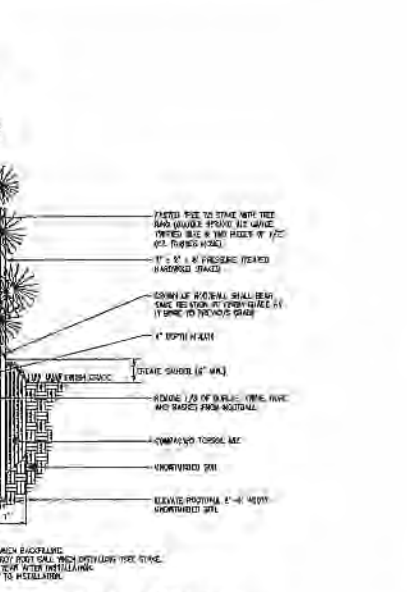
CONIFEROUS TREE PLANTING DETAIL

NOT TO SCALE



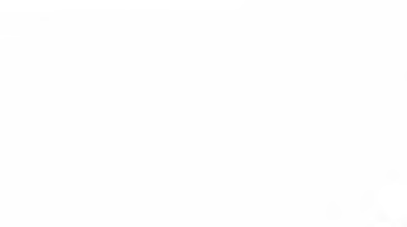
DECIDUOUS CANOPY TREE PLANTING DETAIL

NOT TO SCALE



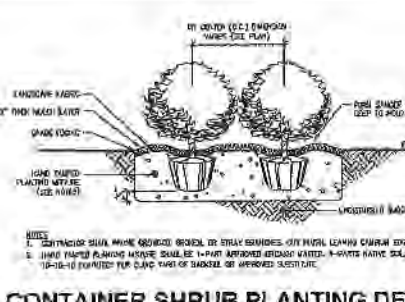
CONIFEROUS TREE PLANTING DETAIL

NOT TO SCALE



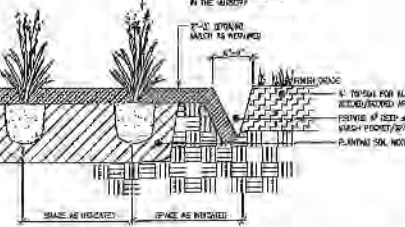
CONIFEROUS TREE PLANTING DETAIL

NOT TO SCALE



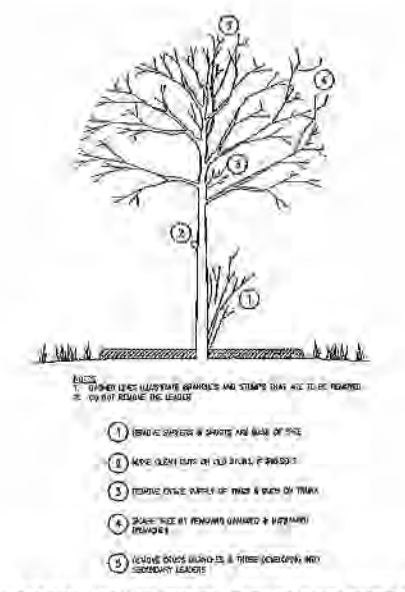
CONTAINER SHRUB PLANTING DETAIL

NOT TO SCALE



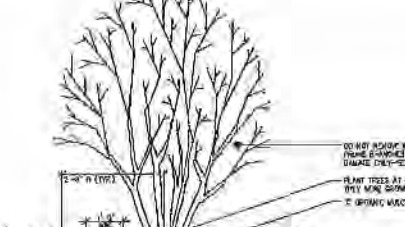
SHRUB/PERENNIAL BED DETAIL

NOT TO SCALE



DECIDUOUS TREE PRUNING DETAIL


NOT TO SCALE



DECIDUOUS TREE PRUNING DETAIL


NOT TO SCALE





Know what's below.
Call before you dig.

THE LOCATION OF UTILITIES IS THE RESPONSIBILITY OF THE CALLER. CALLING 811 WILL NOT GUARANTEE THE LOCATION OF UTILITIES. THE CALLER SHALL BE RESPONSIBLE FOR THE LOCATION OF UTILITIES. THE CALLER SHALL BE RESPONSIBLE FOR THE LOCATION OF UTILITIES. THE CALLER SHALL BE RESPONSIBLE FOR THE LOCATION OF UTILITIES.



ATWELL
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SOUTHFIELD, MI 48034
313.444.2000

SECTION 17

TOWN 1 NORTH, RANGE 9 EAST
CITY OF FARMINGTON HILLS
SITING PLANS
OAKLAND COUNTY, MICHIGAN

KOJIAN MANAGEMENT CORP.
FARMINGTON HILLS CORPORATE CAMPUS
RETAIL DEVELOPMENT
SITING PLANS
LANDSCAPE DETAILS

DATE: SEPTEMBER 14, 2021

REVISIONS/SUBMITTALS

01-14-2021 DIFF SUBMITTAL

02-24-2021 REVISIONS

03-02-2021 PRE REVISIONS

DRAWN BY: EM

CHECKED BY: EM

PROJECT MANAGER: M.M.

JOB #: 17002954

FILE CODE: CR

SHEET NO: 006

	PROPERTY LINE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED RETAINING WALL
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING / PROPOSED MANHOLE
	EXISTING / PROPOSED CATCH BASIN
X 100.00	PROPOSED ELEVATION
X 100.00T	PROPOSED ELEVATION TOP
X 100.00B	PROPOSED ELEVATION BOTTOM

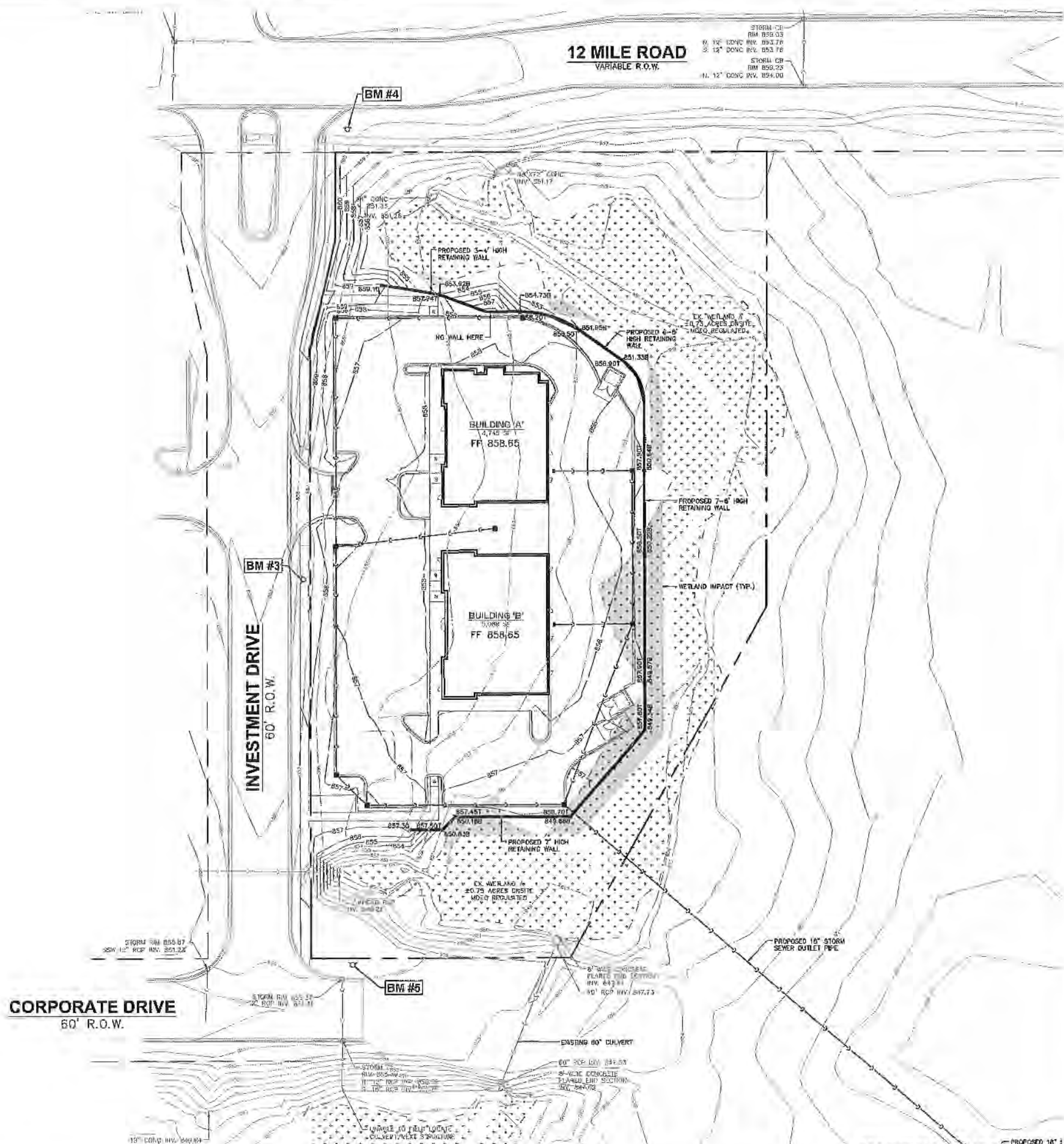
1. FOR ADDITIONAL INFORMATION REFERENCE THE STANDARD NOTES SHEET, STANDARD DETAILS SHEETS(S), AND ANY MUNICIPALITY AND/OR JURISDICTIONAL DETAILS ATTACHED TO THIS PLAN SET.
2. ALL ELEVATIONS SHOWN ARE TOP OF PAVEMENT/FINISH GRADE UNLESS OTHERWISE NOTED.
3. PROPOSED ELEVATIONS FOR STRUCTURES ARE:
HYDRANT = BASE FLANGE
VALVE/MANHOLE/CLEARCUT = RIM
CATCH BASIN/INLET = RIM/FLOW LINE

ON-SITE RUNOFF IN IMPERVIOUS AREAS WILL BE COLLECTED IN AN UNDERGROUND STORM SEWER SYSTEM AND CONVEYED TO A REGIONAL DETENTION AREA CONSTRUCTED AS PART OF THE JST PROJECT.

BENCHMARK 3
 ARROW ON HYDRANT ON EAST SIDE OF INVESTMENT
 DRIVE 256± SOUTH OF 12 MILE ROAD
 ELEV. 865.90 MAYORS

BENCHMARK 4
 ARROW ON HYDRANT AT NORTHEAST CORNER OF 12 MILE
 ROAD AND INVESTMENT DRIVE
 ELEV. 862.64 MAYORS

BENCHMARK 5
 ARROW ON HYDRANT AT NORTHEAST INTERSECTION OF
 INVESTMENT DRIVE AND CORPORATE DRIVE
 ELEV. 858.40 MAYORS



PROPOSED 18" : 1
MATCHLINE NEXT SHEET



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON AN APPROXIMATE MAP ONLY AND NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ALL EXISTING AND ALL UNDERGROUND UTILITIES.

NOTICES
CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE OWNER, THE ENGINEER, OR THE ARCHITECT SHALL BE EXPECTED TO ASSUME RESPONSIBILITY FOR SAFETY OF WORK, OF PERSONS ENGAGED IN WORK, OF ANY NEARBY STRUCTURE, OR ANY OTHER PERSONS.

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SOUTHFIELD, MI 48075



SECTION 17
TOWN 1 NORTH, RANGE 9 EAST
CITY OF FARMINGTON HILLS
CLARENCE COUNTY, MINNESOTA

KOJAIAAN MANAGEMENT CORP.
FARMINGTON HILLS CORPORATE CAMPUS RETAIL DEVELOPMENT
SITE PLANS
PRELIMINARY GRADING &

DATE	SEPTEMBER 14, 2021
REVISIONS/SUBMITTAL	
00-14-2021	CITY SUBMITTAL
13-21-2021	REQUESTION
1-14-2022	FOR REQUESTAL

0 16' 30'

SCALE: 1"=30'

DRAWN BY: EM

CHECKED BY: EM

PROJECT MANAGER: MM

JOB #: 17002554

FILE CODE: DP

SHEET NO. CO

	PROPERTY LINE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED RETAINING WALL
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING / PROPOSED MANHOLE
	EXISTING / PROPOSED DITCH BASIN
	×100.00 PROPOSED ELEVATION
	×100.00' PROPOSED ELEVATION TOP
	×100.00' PROPOSED ELEVATION BOTTOM

1. FOR ADDITIONAL INFORMATION REFERENCE THE STANDARD NOTES SHEET, STANDARD DETAILS SHEETS(S), AND ANY MUNICIPALITY AND/OR JURISDICTIONAL DETAILS ATTACHED TO THIS PLAN SET.
2. ALL ELEVATIONS SHOWN ARE TOP OF PAVEMENT/FINISH GRADE UNLESS OTHERWISE NOTED.
3. PROPOSED ELEVATIONS FOR STRUCTURES ARE:
 HYDRANT = BASE FLANGE
 VALVE/MANHOLE/CLEANOUT = RIM
 CATCH BASIN/INLET = RIM/FLOW LINE

ON-SITE RUNOFF IN IMPERVIOUS AREAS WILL BE COLLECTED IN AN UNDERGROUND STORM SEWER SYSTEM AND CONVEYED TO A REGIONAL DETENTION AREA CONSTRUCTED AS PART OF THE JST PROJECT.

BENCHMARK 3
ARROW ON HYDRANT ON EAST SIDE OF INVESTMENT
DRIVE 290'± SOUTH OF 12 MILE ROAD
ELEV: 859.60 NAVD83

BENCHMARK 4
ARROW ON HYDRANT AT NORTHEAST CORNER OF 12 MILE
ROAD AND INVESTMENT DRIVE
ELEV: 862.64 NAVD83

BENCHMARK 5
ARROW ON HYDRANT AT NORTHEAST INTERSECTION OF
INVESTMENT DRIVE AND CORPORATE DRIVE
ELEV: 858.40 NAVD83

606

MATCHLINE NEXT SHEET

LEGEND

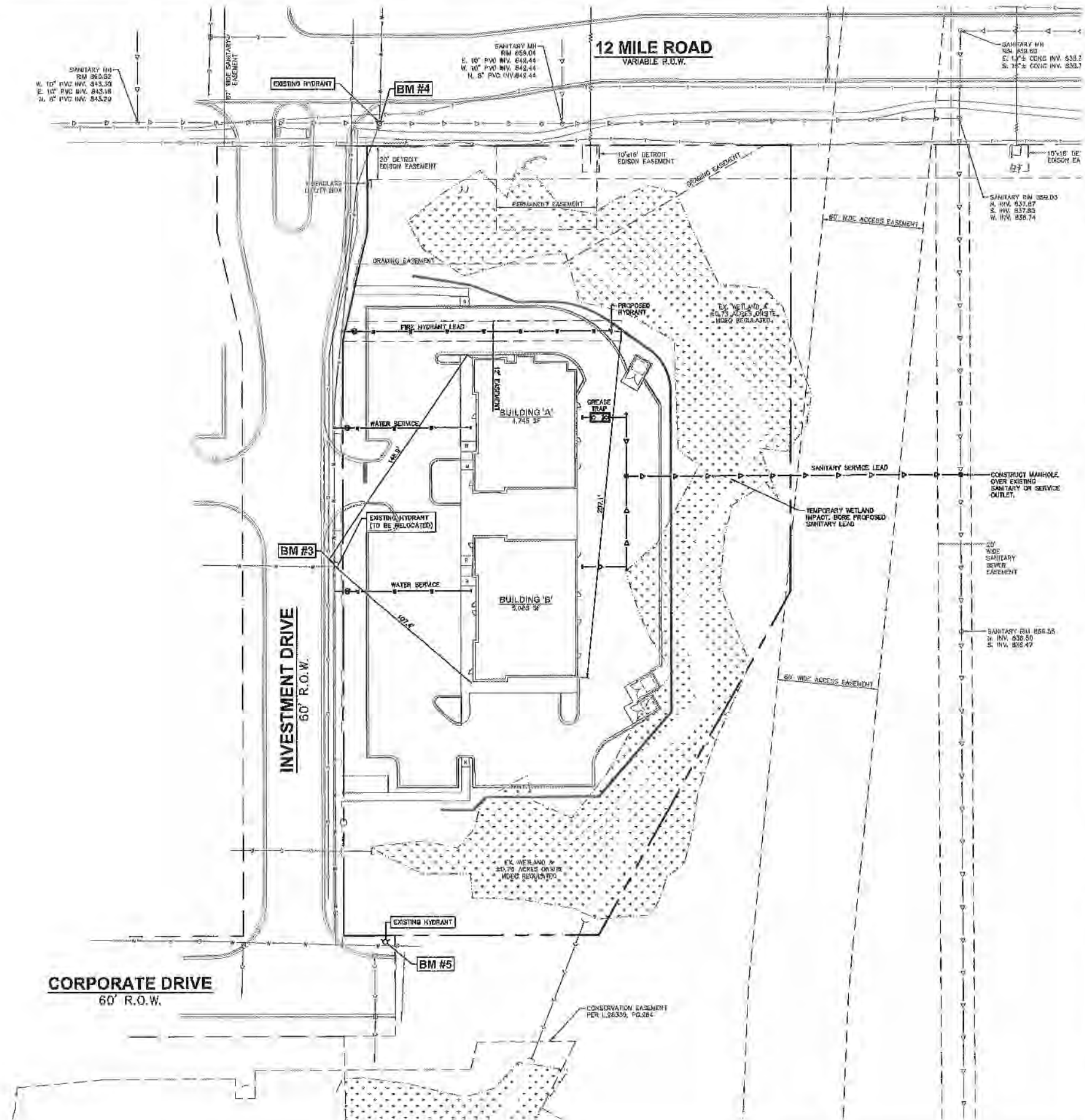
- PROPERTY LINE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATER
- EXISTING GAS
- EXISTING OVERHEAD LINE
- EXISTING UNDERGROUND ELECTRIC
- PROPOSED SANITARY SEWER
- PROPOSED WATER
- EXISTING / PROPOSED MANHOLE
- EXISTING / PROPOSED VALVE
- EXISTING / PROPOSED LIGHT POLE
- EXISTING UTILITY POLE
- EXISTING HYDRANT

SITE BENCHMARKS

BENCHMARK 3
ARROW ON HYDRANT ON EAST SIDE OF INVESTMENT DRIVE 250'± SOUTH OF 12 MILE ROAD
ELEV: 859.80 NAVD83

BENCHMARK 4
ARROW ON HYDRANT AT NORTHEAST CORNER OF 12 MILE ROAD AND INVESTMENT DRIVE
ELEV: 862.84 NAVD83

BENCHMARK 5
ARROW ON HYDRANT AT NORTHEAST INTERSECTION OF INVESTMENT DRIVE AND CORPORATE DRIVE
ELEV: 855.10 NAVD83



811

Know what's below.
Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN RECONCILED TO THE RECORD. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. NO DAMAGES WILL BE PAID TO THE CONTRACTOR FOR ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY THE CONTRACTOR DUE TO THE LOCATION OF UTILITIES. LOCATE AND PREPARE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY THE CONTRACTOR DUE TO THE LOCATION OF UTILITIES. LOCATE AND PREPARE ANY AND ALL UNDERGROUND UTILITIES.

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866.850.4200 www.atwell-group.com

DATE: 09/14/2021
BY: J. L. HARRIS
SCALE: 1"=30'

SECTION 17

TOWN 1 NORTH, RANGE 9 EAST

CITY OF FARMINGTON HILLS

OAKLAND COUNTY, MICHIGAN

KOJIAN MANAGEMENT CORP.

FARMINGTON HILLS CORPORATE CAMPUS

RETAIL DEVELOPMENT

SITE PLANS

PRELIMINARY UTILITY PLAN

DATE: SEPTEMBER 14, 2021

REVISIONS/SUBMITTALS

09-14-2021 ORY SUBMITTAL

10-11-2021 RESUBMISSION

1-4-2022 PRE SUBMITTAL

DRAWN BY: EM

CHECKED BY: EM

PROJECT MANAGER: MMc

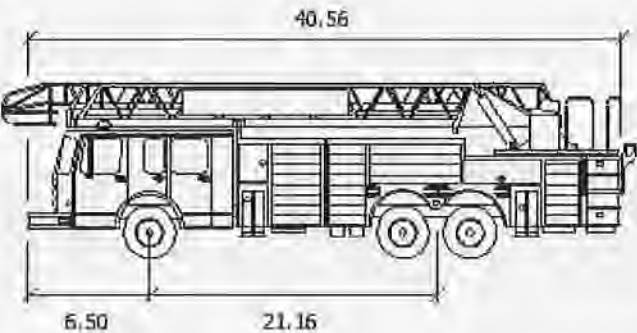
JOB #: 17002554

FILE CODE: CP

SHEET NO. C09

LEGEND

FRONT WHEEL PATH
REAR WHEEL PATH



NOTE: DIMENSIONS LISTED TO A 1/4" MIN. CENTERLINE NOT TO SCALE

FIRE TRUCK DETAIL
NOT TO SCALE

SITE BENCHMARKS

BENCHMARK 3
ARROW ON HYDRANT ON EAST SIDE OF INVESTMENT DRIVE 250' ± SOUTH OF 12 MILE ROAD
ELEV: 859.80 NAVD83

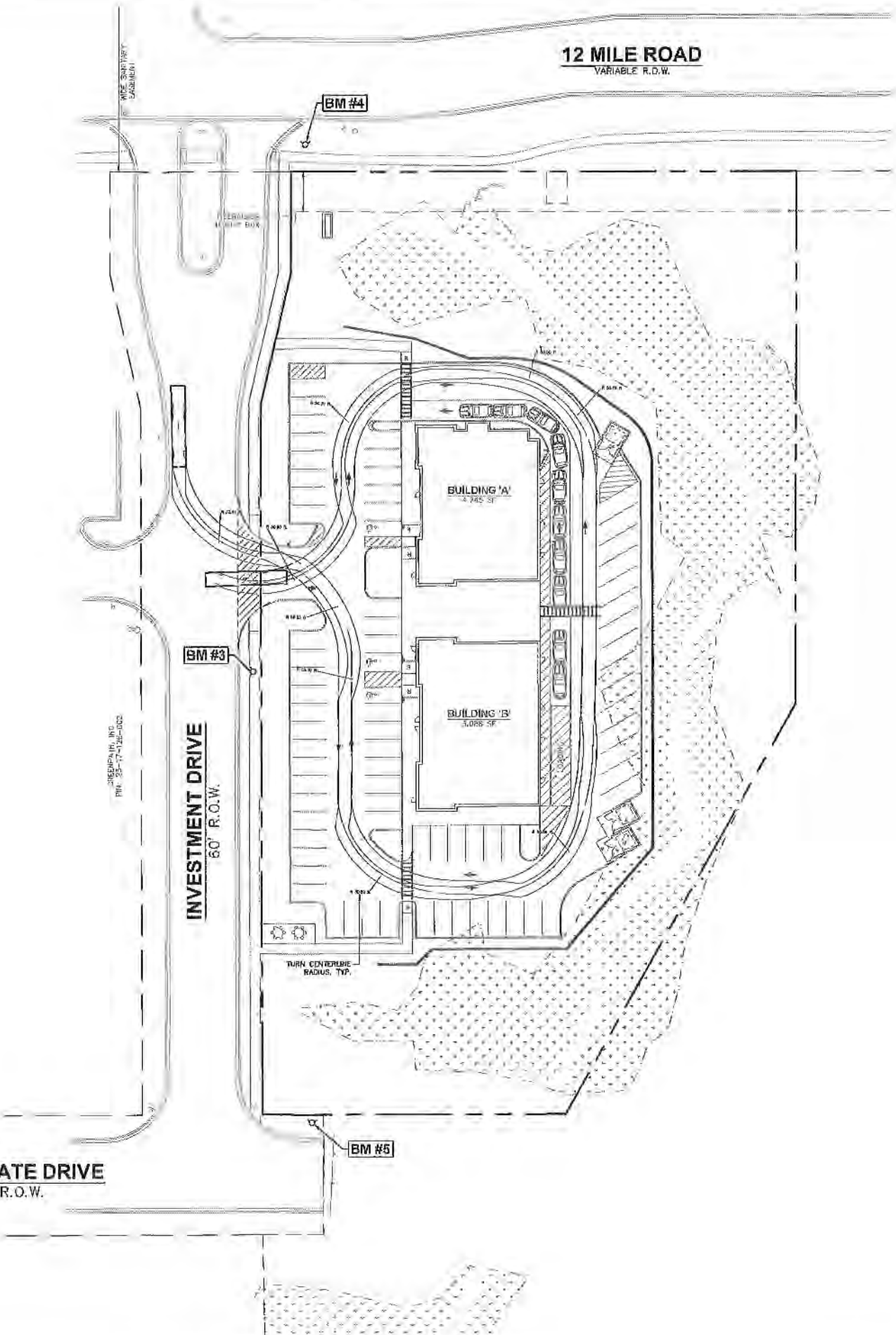
BENCHMARK 4
ARROW ON HYDRANT AT NORTHEAST CORNER OF 12 MILE ROAD AND INVESTMENT DRIVE
ELEV: 862.84 NAVD83

BENCHMARK 5
ARROW ON HYDRANT AT NORTHEAST INTERSECTION OF INVESTMENT DRIVE AND CORPORATE DRIVE
ELEV: 858.49 NAVD83

CORPORATE DRIVE
60' R.O.W.

INVESTMENT DRIVE
60' R.O.W.

12 MILE ROAD
VARIABLE R.O.W.



THE LOCATIONS OF UTILITIES ARE SHOWN BY ALL APPROPRIATE BAY CANT AND HAVE NOT BEEN RECONSTRUCTED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES, REPAIRS, AND LOSSES INCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PROTECT ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORKERS AND THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORKERS AND THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORKERS AND THE PUBLIC.

CONTRACTOR'S NOTICE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORKERS AND THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORKERS AND THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORKERS AND THE PUBLIC.

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248.447.2000

SECTION 17
TOWN 1 NORTH, RANGE 9 EAST
CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

KOJIAN MANAGEMENT CORP.
FARMINGTON HILLS CORPORATE CAMPUS
RETAIL DEVELOPMENT
SITE PLANS
FIRETRUCK TURNING DIAGRAM

DATE: SEPTEMBER 14, 2021
REVISIONS/SUBMITTALS
01-14-2021 DTT SUBMITTAL
11-01-2021 REVISIONS
11-11-2021 FIRE TRUCK TURNING

0 15' 30'
SCALE: 1"=30'

DRAWN BY: EM
CHECKED BY: EM
PROJECT MANAGER: MM
JOB #: 17002584
FILE CODE: CF
SHEET NO. C10

CAD FILE: R:\PROJECTS\2021\17002584\17002584-01-FIRETRUCK



VICINITY MAP
NOT TO SCALE

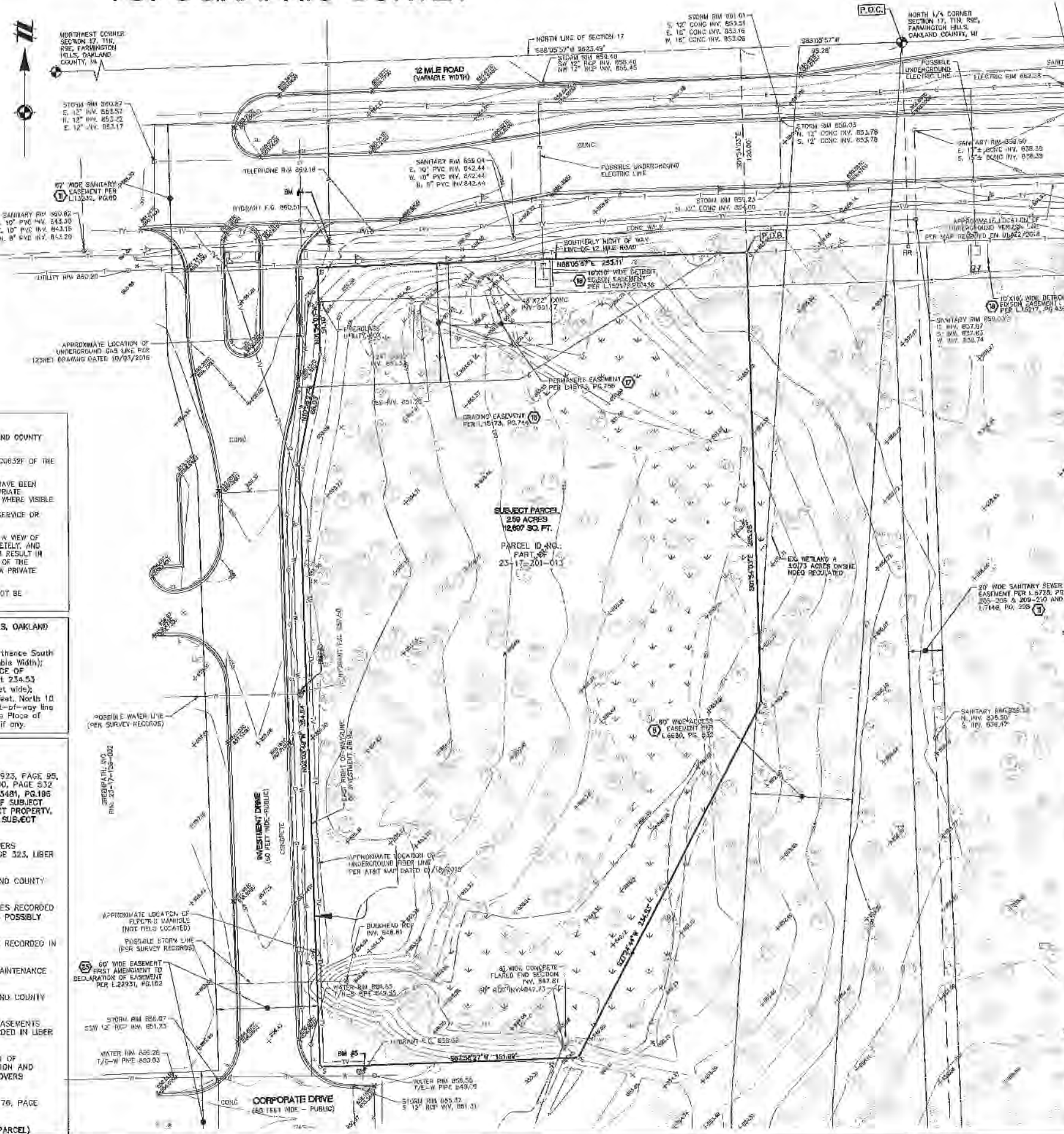
SITE BENCHMARKS:

- BM #3: ARROW ON HYDRANT ON EAST SIDE OF INVESTMENT DRIVE 250'± SOUTH OF 12 MILE ROAD
ELEVATION: 858.90 (NAD83)
- BM #4: ARROW ON HYDRANT AT NORTHEAST CORNER OF 12 MILE ROAD AND INVESTMENT DRIVE
ELEVATION: 862.84 (NAD83)
- BM #5: ARROW ON HYDRANT AT NORTHEAST INTERSECTION OF INVESTMENT DRIVE AND CORPORATE DRIVE
ELEVATION: 858.40 (NAD83)

LEGEND

- SECTION CORNER
SET IRON
FOUND IRON PIPE
FOUND IRON ROD
EXISTING SIGN
EXISTING TREE WITH TAG
EXISTING LIGHTPOLE
EXISTING GROUND LIGHT
EXISTING TELEPHONE RISER
EXISTING VALVE
EXISTING FIRE HYDRANT
EXISTING MANHOLE/DATCH BASIN
EXISTING ELECTRIC TRANSFORMER
EXISTING CULVERT
EXISTING TRAFFIC SIGNAL
UNDERGROUND GAS MAIN
UNDERGROUND CABLE MARKER
UNDERGROUND TELEPHONE MARKER
UNDERGROUND WATER MARKER
EXISTING GROUND ELEVATION
BOUNDARY ADJACENT LINE
EASEMENT LINE
SECTION LINE
APPROXIMATE UNDERGROUND ELECTRIC LINE
APPROXIMATE UNDERGROUND TELEPHONE LINE
APPROXIMATE UNDERGROUND GAS LINE
UNDERGROUND STORM LINE
UNDERGROUND SANITARY LINE
APPROXIMATE UNDERGROUND WATER LINE
APPROXIMATE UNDERGROUND CABLE/FIBER LINE
EXISTING CENTERLINE OF DITCH
APPROXIMATE EDGE OF WATER
EXISTING LIMITS OF VEGETATION
EXISTING FENCE
EXISTING GUARD RAIL
EXISTING CURB AND GUTTER
EXISTING GROUND CONTOUR
APPROXIMATE LIMITS OF WETLAND
POINT OF BEGINNING
POINT OF COMMENCEMENT
SCHEDULE B-II EXCEPTION

TOPOGRAPHIC SURVEY



NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 17, BEING N88°09'57"E, PER COVENANT DEED RECORDED IN LIBER 21086, PAGE 256, OAKLAND COUNTY RECORDS. VERTICAL DATUM IS BASED ON NAD83.
2. THE SITE SHOWN HEREON IS LOCATED WITHIN ZONE X (AREAS OF MINIMAL FLOOD HAZARD) ACCORDING TO MAP NUMBERS 2612500631F AND 2612500632F OF THE FLOOD INSURANCE RATE MAP, EFFECTIVE SEPTEMBER 29, 2006.
3. WATER MAIN, STORM SEWER, AND SANITARY SEWER UTILITY STRUCTURES HAVE BEEN FIELD LOCATED WHERE VISIBLE. UTILITY AND AS-BUILT MAPS HAVE BEEN REQUESTED AND SOME MAPS HAVE BEEN RECEIVED AT DATE OF THIS SURVEY. FRANCHISE UTILITY MAPS HAVE BEEN REQUESTED FROM THE APPROPRIATE FRANCHISE COMPANY, BUT NOT ALL MAPS HAVE BEEN RECEIVED AT DATE OF SURVEY. FRANCHISE UTILITY STRUCTURES HAVE BEEN FIELD LOCATED WHERE VISIBLE.
- NOTE: THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED.
- NOTE TO THE CLIENT - SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAN OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
4. SNOW AND ICE CONDITIONS EXISTED IN THE FIELD THAT MAY RESULT IN SOME PHYSICAL IMPROVEMENTS NOT BEING VISIBLE AND THEREFORE MAY NOT BE LOCATED AS PART OF THIS SURVEY.

DESCRIPTION OF A 2.59 ACRE PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 17, T1N, R9E, CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN

Commencing at the North 1/4 corner of Section 17, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, thence South 88 degrees 05 minutes 57 seconds West 95.28 feet along the North line of said Section 17 and the centerline of 12 Mile Road (Variable Width); thence South 01 degrees 54 minutes 03 seconds East 120.00 feet to the Southern right-of-way line of said 12 Mile Road; thence South 24 degrees 24 minutes 44 seconds West 234.53 feet; thence South 87 degrees 58 minutes 27 seconds West 151.29 feet to the Eastern right-of-way line of Investment Drive (60 feet wide); thence along said Eastern right-of-way line the following three (3) courses: North 02 degrees 03 minutes 48 seconds West 354.64 feet, North 10 degrees 58 minutes 27 seconds East 66.03 feet, and North 01 degrees 54 minutes 03 seconds West 51.10 feet to the Southern right-of-way line of said 12 Mile Road; thence along said Southern right-of-way line North 88 degrees 05 minutes 57 seconds East 253.11 feet to the Place of Beginning, containing 2.59 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.

SCHEDULE B-II EXCEPTIONS:
(PER SRAVER TITLE AGENCY COMMITMENT NO. 63-1131489-SCM, EFFECTIVE DATE 2/15/11)

8. BUILDING AND USE RESTRICTIONS RECORDED IN LIBER 1435, PAGE 235, LIBER 1436, PAGE 566, LIBER 1721, PAGE 409, LIBER 1923, PAGE 95, LIBER 3200, PAGE 4, LIBER 3481, PAGE 192, LIBER 3648, PAGE 875, LIBER 3702, PAGE 42, LIBER 3722, PAGE 678, LIBER 6880, PAGE 532 AND IN LIBER 10823, PAGE 587, OAKLAND COUNTY RECORDS. (L1435, PG.235, L1436, PG.566, L1923, PG.409, L3722, PG.678 COVERS LAND WEST OF SUBJECT PROPERTY, L1721, PG.409 & L3722, PG.678 COVERS LAND SOUTHWEST OF SUBJECT PROPERTY, L3548, PG.678 COVERS PORTION OF SUBJECT PROPERTY AND LAND TO WEST, EASEMENT LOCATED WEST OF SUBJECT PROPERTY, L3702, PG.42 COVERS PORTION OF SUBJECT PROPERTY AND LAND TO WEST, L6680, PG.532 COVERS LAND TO SOUTHWEST OF SUBJECT PROPERTY, EASEMENT AS SHOWN)
11. EASEMENTS GRANTED TO THE CITY OF FARMINGTON HILLS FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF SANITARY SEWERS RECORDED IN LIBER 6728, PAGE 205, LIBER 6728, PAGE 208, LIBER 6728, PAGE 209, LIBER 6728, PAGE 210, LIBER 6977, PAGE 323, LIBER 7148, PAGE 298, LIBER 13232, PAGE 90 AND IN LIBER 13232, PAGE 86, OAKLAND COUNTY RECORDS. (AS SHOWN)
13. TERMS, CONDITIONS AND PROVISIONS OF HISTORIC DISTRICTS PROPERTY AFFIDAVIT RECORDED IN LIBER 9695, PAGE 684, OAKLAND COUNTY RECORDS. (COVERS SUBJECT PARCEL)
16. EASEMENTS GRANTED TO THE CITY OF FARMINGTON HILLS FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC UTILITIES RECORDED IN LIBER 15173, PAGE 744, LIBER 15173, PAGE 747 AND IN LIBER 15173, PAGE 750, OAKLAND COUNTY RECORDS. (AS SHOWN - POSSIBLY EXPIRED)
17. EASEMENTS GRANTED TO THE CITY OF FARMINGTON HILLS FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF STORM SEWER RECORDED IN LIBER 15173, PAGE 753 AND IN LIBER 15173, PAGE 759, OAKLAND COUNTY RECORDS. (AS SHOWN)
18. UNDERGROUND EASEMENT (RIGHT OF WAY) GRANTED TO THE DETROIT EDISON COMPANY FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF UTILITY LINE FACILITIES RECORDED IN LIBER 15217, PAGE 436, OAKLAND COUNTY RECORDS. (AS SHOWN)
19. TERMS, CONDITIONS AND PROVISIONS OF PLANNED UNIT DEVELOPMENT AGREEMENT RECORDED IN LIBER 15223, PAGE 50, OAKLAND COUNTY RECORDS. (COVERS SUBJECT PARCEL)
25. DECLARATION OF EASEMENTS RECORDED IN LIBER 22126, PAGE 765, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS RECORDED IN LIBER 22931, PAGE 182 AND FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF EASEMENTS RECORDED IN LIBER 39512, PAGE 870, OAKLAND COUNTY RECORDS. (AS SHOWN)
26. DECLARATION OF RESTRICTIVE COVENANTS RECORDED IN LIBER 29253, PAGE 281, AS AMENDED BY AFFIRMATION AND EXTENSION OF DECLARATION OF RESTRICTIVE COVENANTS RECORDED IN LIBER 31866, PAGE 777 AND FURTHER AMENDED BY SECOND AFFIRMATION AND EXTENSION OF DECLARATION OF RESTRICTIVE COVENANTS RECORDED IN LIBER 41884, PAGE 74, OAKLAND COUNTY RECORDS. (COVERS SUBJECT PARCEL)
29. DECLARATION OF COVENANTS AND BUILDING RESTRICTIONS FOR FARMINGTON HILLS CORPORATE CAMPUS RECORDED IN LIBER 41176, PAGE 496, OAKLAND COUNTY RECORDS. (COVERS SUBJECT PARCEL)
30. ASSIGNMENT OF MEMBERSHIP INTEREST RECORDED IN LIBER 41476, PAGE 456, OAKLAND COUNTY RECORDS. (COVERS SUBJECT PARCEL)

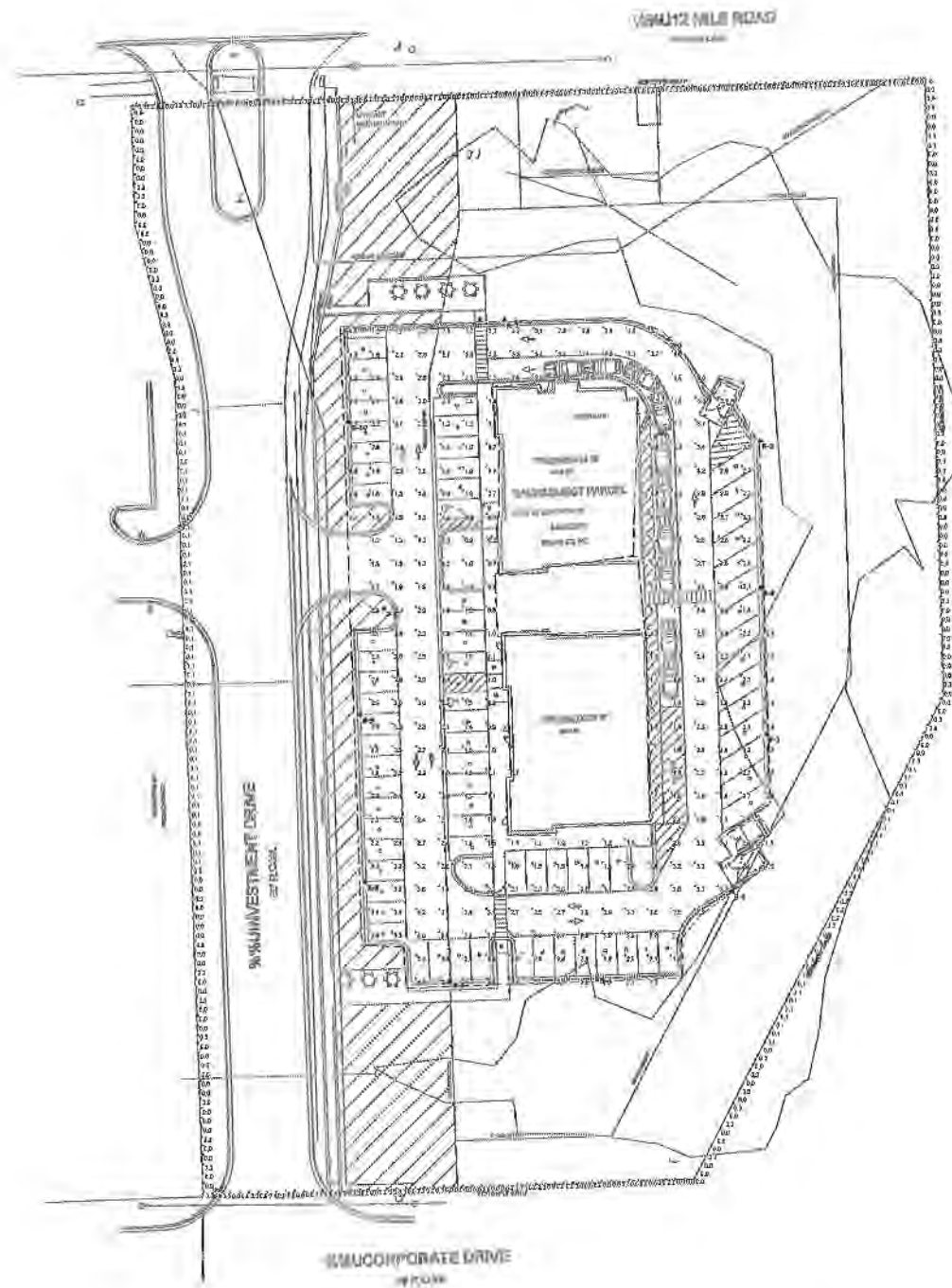
Know what's below.
Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN FIELD LOCATED. THE USER OF THIS REPRESENTATION IS RESPONSIBLE FOR VERIFYING THE EXACT LOCATION OF ALL UTILITIES BEFORE CONSTRUCTION. ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY THE CONTRACTOR SHALL BE THE RESPONSIBILITY OF THE USER OF THIS REPRESENTATION. NO WARRANTY IS MADE BY ATWELL GROUP LLC.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE USER OF THIS REPRESENTATION SHALL BE RESPONSIBLE TO ASSURE THAT THE USER OF THIS REPRESENTATION IS AWARE OF ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY THE CONTRACTOR. NO WARRANTY IS MADE BY ATWELL GROUP LLC.

ATWELL GROUP LLC
666.850.4200
www.atwell-group.com
TWO THOUSAND SEVEN HUNDRED AND SEVENTEEN
300 N. ZEEB RD., SUITE 700
FARMINGTON HILLS, MI 48334

SECTION 17	TOWN 1 NORTH, RANGE 9 EAST	CITY OF FARMINGTON HILLS	OAKLAND COUNTY, MICHIGAN
CLIENT	CUNNINGHAM-LIMP COMPANY	TOPOGRAPHIC SURVEY	LOCATED IN
DATE	08/23/2016		
REVISIONS:			
SCALE	1" = 30 FEET		
DRAWN BY	CH, ME		
CHECKED BY	CH, ME		
DATE	8/1/16		
BOOK	N/A		
JOB	17002564		
SHEET NO.	1 OF 1		



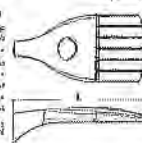
Plan View
Scale: 1" = 50'



D-Series Size D LED Area Luminaire

Specifications

SPAC	0.50 ft
Length	24"
Width	12"
Height	12"
Weight (max)	11.5 lbs



Capable Luminaire

- This luminaire is an A+ Certified Luminaire, which has been designed and tested to provide consistent color appearance and quality-level interoperability.
 - All configurations of this luminaire meet the A+ Certified specification for chromatic consistency.
 - This luminaire is A+ Certified when ordered with DTL control marked by a DTL icon. DTL equipped luminaires meet the A+ specification for luminaire-to-photometric interoperability.
 - This luminaire is part of an A+ Certified solution for RDM/DMX512 or DALI-2 dimming control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with A+ certified control gear marked by a DTL icon.
- To learn more about A+ visit www.a+lighting.com/a+.
1. See ordering code for details.
2. A+ Certified Solutions for RDM/DMX512 or DALI-2 dimming control gear are sold separately. Sold Separately. Unit is RDM/DMX512 or DALI-2.

EXAMPLE: D5X0 LED F5 40K 12M MVOLT SPA D0000			
SPAC	Length	Width	Height
0.50 ft	24"	12"	12"
1.00 ft	48"	24"	24"
1.50 ft	72"	36"	36"
2.00 ft	96"	48"	48"
2.50 ft	120"	60"	60"
3.00 ft	144"	72"	72"
3.50 ft	168"	84"	84"
4.00 ft	192"	96"	96"
4.50 ft	216"	108"	108"
5.00 ft	240"	120"	120"
5.50 ft	264"	132"	132"
6.00 ft	288"	144"	144"
6.50 ft	312"	156"	156"
7.00 ft	336"	168"	168"
7.50 ft	360"	180"	180"
8.00 ft	384"	192"	192"
8.50 ft	408"	204"	204"
9.00 ft	432"	216"	216"
9.50 ft	456"	228"	228"
10.00 ft	480"	240"	240"

GENERAL LIGHTING OPERATIONS NOTES

LIGHTING SYSTEM IS DESIGNED TO OPERATE DURING DUSK TIL DAWN HOURS.

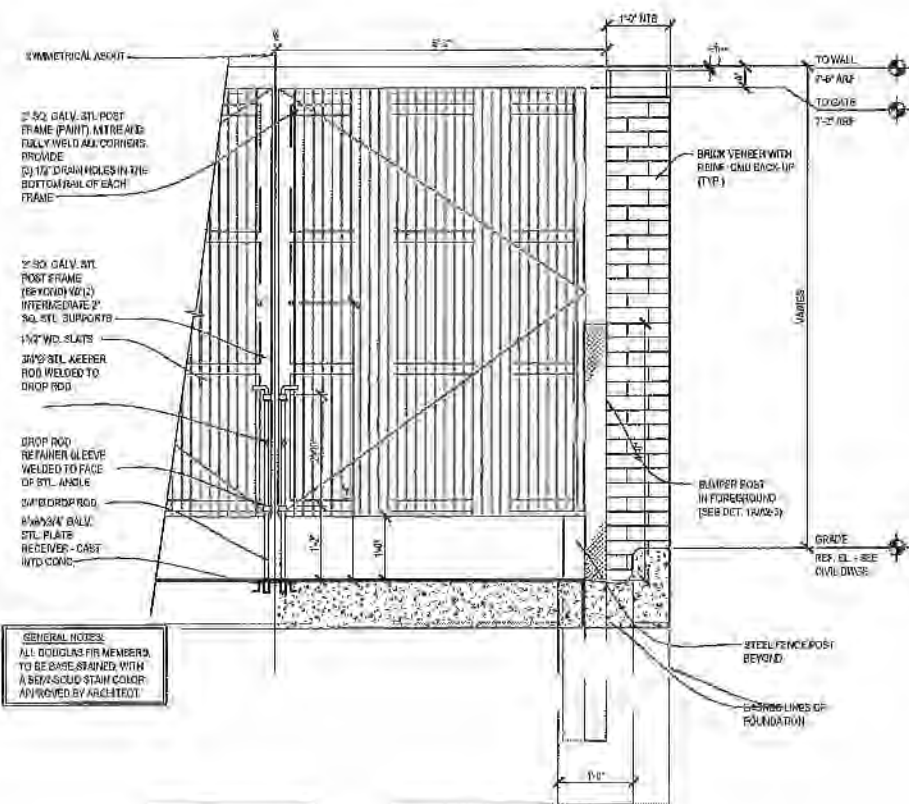
BUILDING FACADE LIGHTING SHALL BE TURNED OFF FROM 1 HR AFTER CLOSE OF BUSINESS OR MIDNIGHT, WHICHEVER IS LATER, AND 6 AM OR OPENING, WHICHEVER IS EARLIER.

ALL OTHER EXTERIOR LIGHTING SHALL BE REDUCED TO NO GREATER THAN 70% OF MAX. FROM 1 HR AFTER CLOSE OF BUSINESS OR MIDNIGHT, WHICHEVER IS LATER, AND 6 AM OR OPENING, WHICHEVER IS EARLIER.

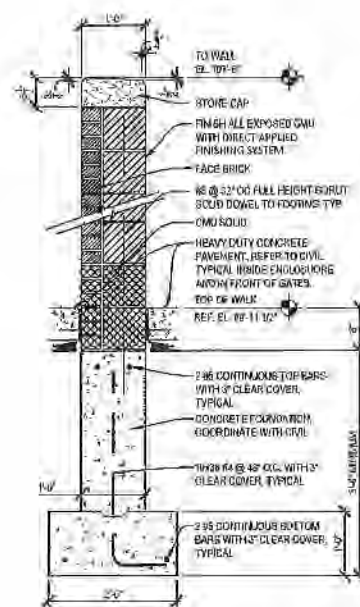
ALL LIGHTING CAN BE ADJUSTED BY OWNER.

Luminaire Locations			
Loc	Qty	Footcandle	Footcandle
1	1	10.00	10.00
2	1	10.00	10.00
3	1	10.00	10.00
4	1	10.00	10.00
5	1	10.00	10.00
6	1	10.00	10.00
7	1	10.00	10.00
8	1	10.00	10.00
9	1	10.00	10.00
10	1	10.00	10.00
11	1	10.00	10.00
12	1	10.00	10.00
13	1	10.00	10.00
14	1	10.00	10.00
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17	1	10.00	10.00
18	1	10.00	10.00
19	1	10.00	10.00
20	1	10.00	10.00
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23	1	10.00	10.00
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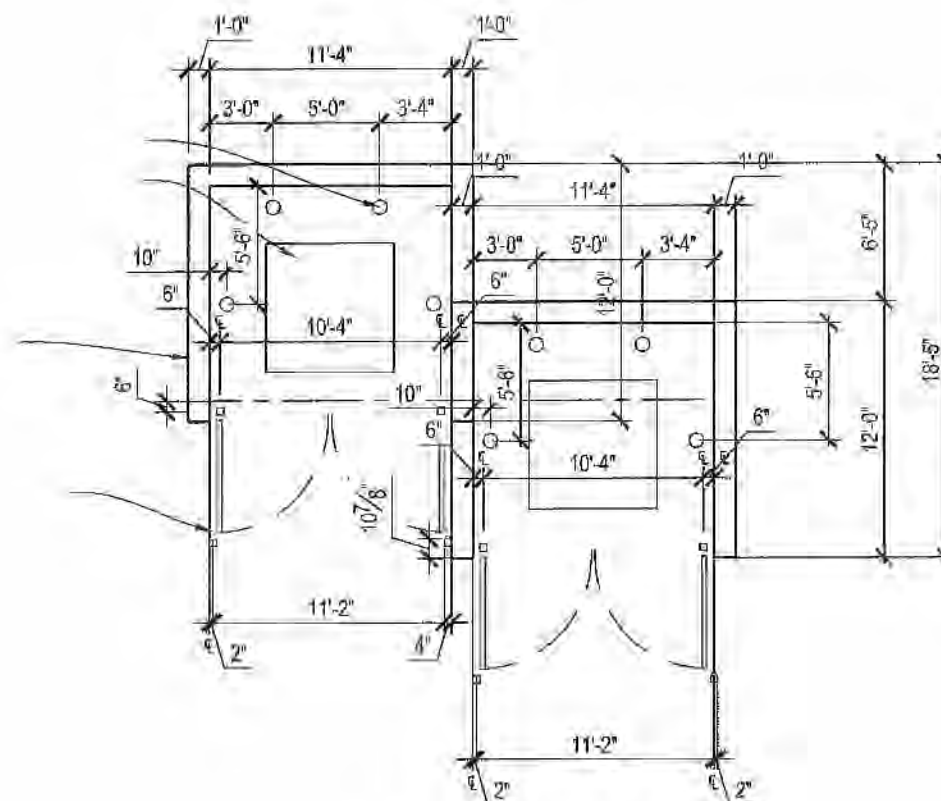
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Symbol	Label	Qty	Footcandle
1	A	1	10.00
2	B	1	10.00
3	C	1	10.00
4	D	1	10.00
5	E	1	10.00
6	F	1	10.00
7	G	1	10.00
8	H	1	10.00
9	I	1	10.00
10	J	1	10.00
11	K	1	10.00
12	L	1	10.00
13	M	1	10.00
14	N	1	10.00
15	O	1	10.00
16	P	1	10.00
17	Q	1	10.00
18	R	1	10.00
19	S	1	10.00
20	T	1	10.00
21	U	1	10.00
22	V	1	10.00
23	W	1	10.00
24	X	1	10.00
25	Y	1	10.00
26	Z	1	10.00
27	AA	1	10.00
28	AB	1	10.00
29	AC	1	10.00
30	AD	1	10.00
31	AE	1	10.00
32	AF	1	10.00
33	AG	1	10.00
34	AH	1	10.00
35	AI	1	10.00
36	AJ	1	10.00
37	AK	1	10.00
38	AL	1	10.00
39	AM	1	10.00
40	AN	1	10.00
41	AO	1	10.00
42	AP	1	10.00
43	AQ	1	10.00
44	AR	1	10.00
45	AS	1	10.00
46	AT	1	10.00
47	AU	1	10.00
48	AV	1	10.00
49	AW	1	10.00
50	AX	1	10.00
51	AY	1	10.00
52	AZ	1	10.00
53	BA	1	10.00
54	BB	1	10.00
55	BC	1	10.00
56	BD	1	10.00
57	BE	1	10.00
58	BF	1	10.00
59	BG	1	10.00
60	BH	1	10.00
61	BI	1	10.00
62	BJ	1	10.00
63	BK	1	10.00
64	BL	1	10.00
65	BM	1	10.00
66	BN	1	10.00
67	BO	1	10.00
68	BP	1	10.00
69	BQ	1	10.00
70	BR	1	10.00
71	BS	1	10.00
72	BT	1	10.00
73	BU	1	10.00
74	BV	1	10.00
75	BW	1	10.00
76	BX	1	10.00
77	BY	1	10.00
78	BZ	1	10.00
79	CA	1	10.00
80	CB	1	10.00
81	CC	1	10.00
82	CD	1	10.00
83	CE	1	10.00
84	CF	1	10.00
85	CG	1	10.00
86	CH	1	10.00
87	CI	1	10.00
88	CJ	1	10.00
89	CK	1	10.00
90	CL	1	10.00
91	CM	1	10.00
92	CN	1	10.00
93	CO	1	10.00
94	CP	1	10.00
95	CQ	1	10.00
96	CR	1	10.00
97	CS	1	10.00
98	CT	1	10.00
99	CU	1	10.00
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101	CW	1	10.00
102	CX	1	10.00
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104	CZ	1	10.00
105	DA	1	10.00
106	DB	1	10.00
107	DC	1	10.00
108	DD	1	10.00
109	DE	1	10.00
110	DF	1	10.00
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112	DH	1	10.00
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115	DK	1	10.00
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117	DM	1	10.00
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120	DP	1	10.00
121	DQ	1	10.00
122	DR	1	10.00
123	DS	1	10.00
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126	DV	1	10.00
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128	DX	1	10.00
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130	DZ	1	10.00
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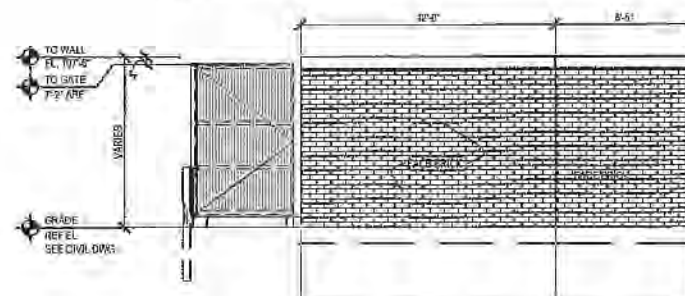
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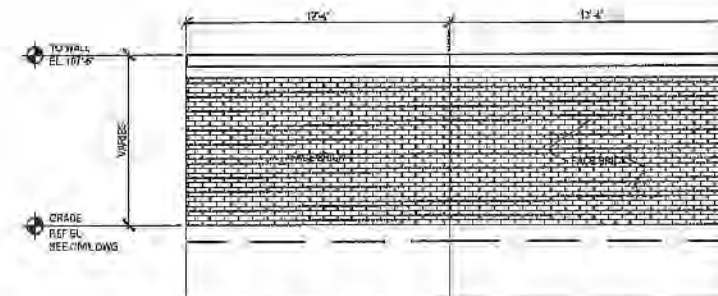
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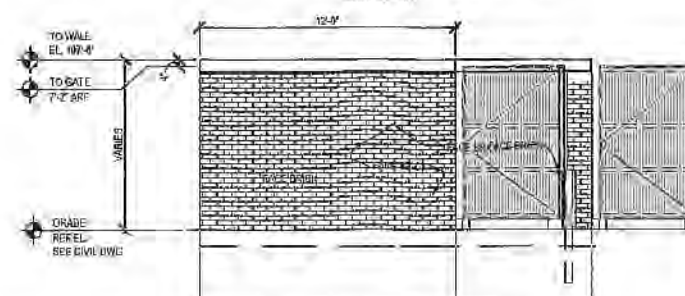
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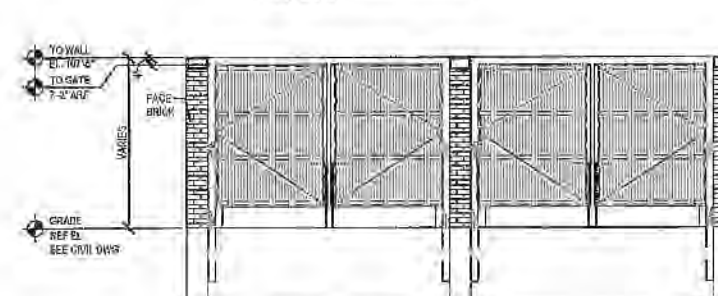
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Northeast Elevation
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Southeast Elevation
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Southwest Elevation
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YAMASAKI
ARCHITECTS INTERIOR DESIGNERS PLANNERS

Remedy, Inc.
The Tabor Building
201 West Grand Avenue, Suite 222
Dearborn, MI 48126-8502
313.547.2855
313.547.2854
info@yamasaki.com

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Cunningham Limp
28070 Cabot Dr. #100
Novi, MI 48377

Kojala
Management
Corporation
39400 Woodward Ave #250
Bloomfield Hills, MI 48304

FHCC Retail Center

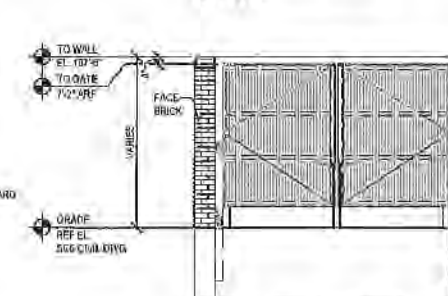
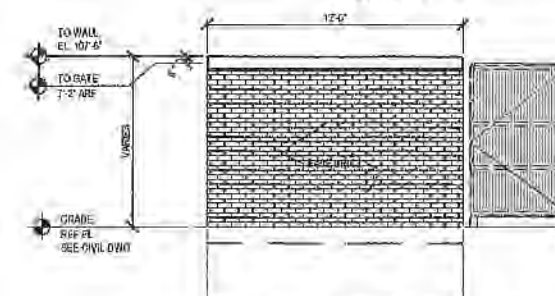
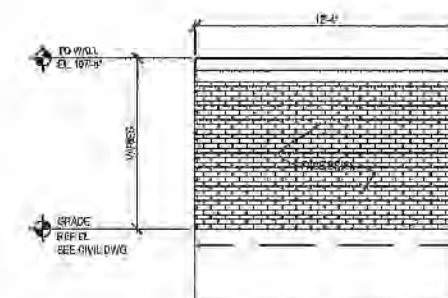
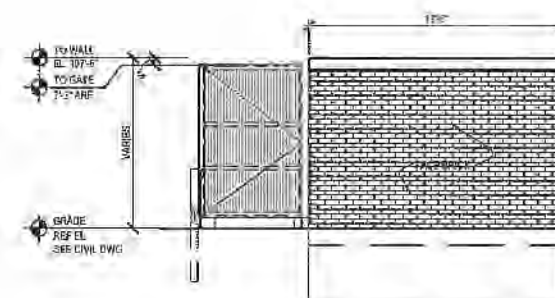
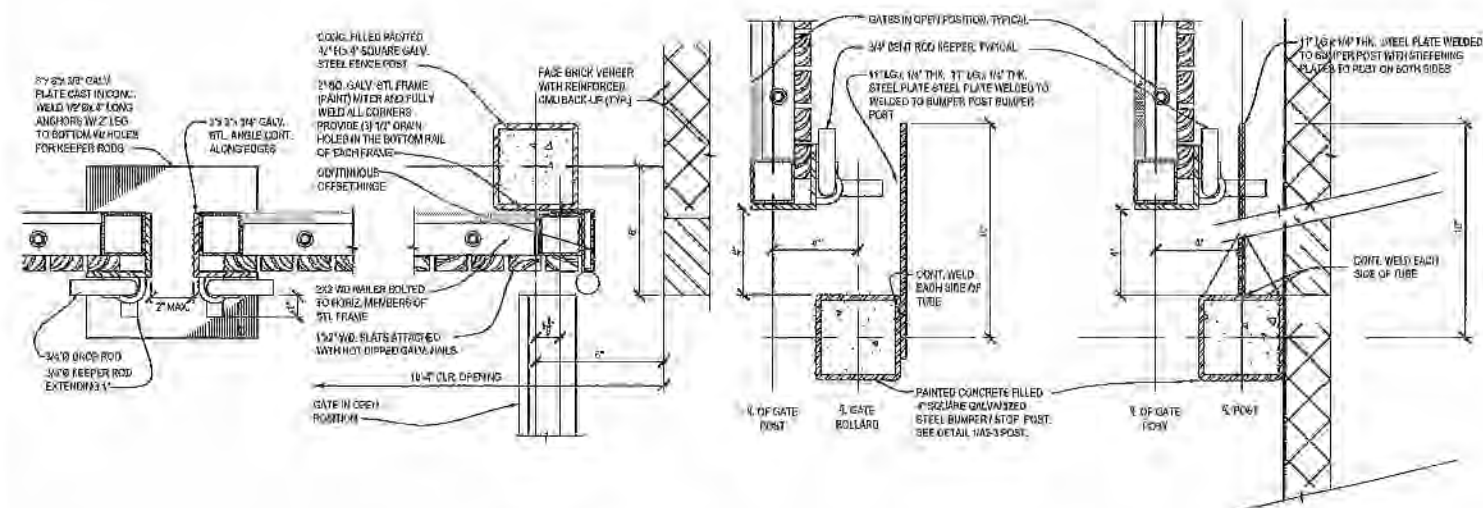
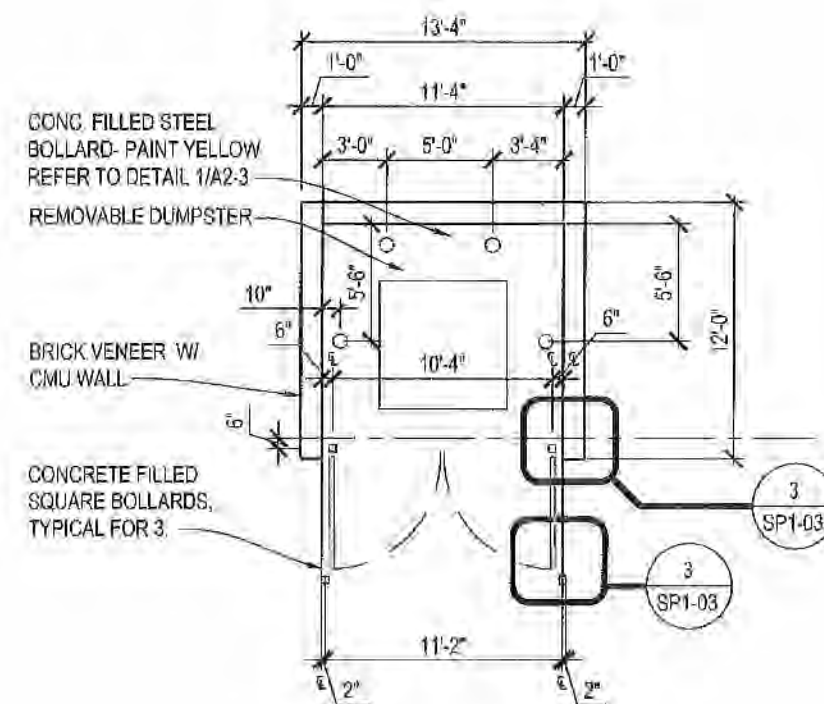
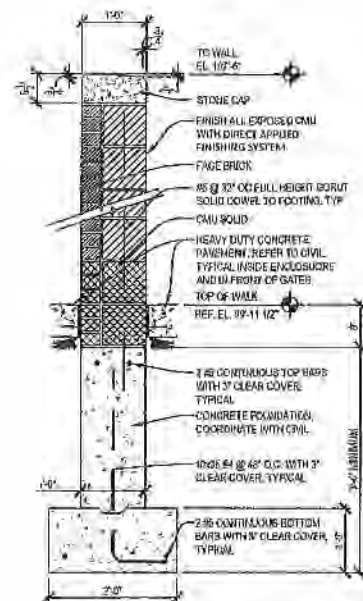
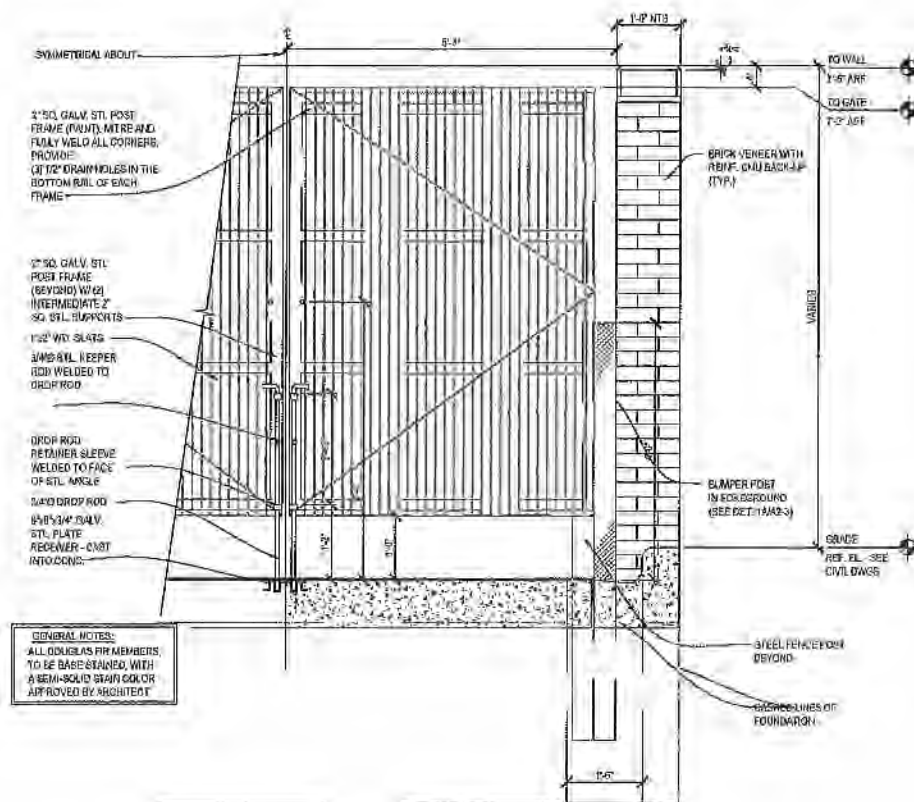
West 12 Mile Rd.
Farmington Hills, MI 48331

Trash Enclosure
Plan, Elevations,
Details

Sheet/Revision
Site Plan Submission 1.1.18

Drawn By:
ES
Checked By:
RS
Approved By: [Signature]
Approved For Construction By:

Page No.
2018.000
SP1-02

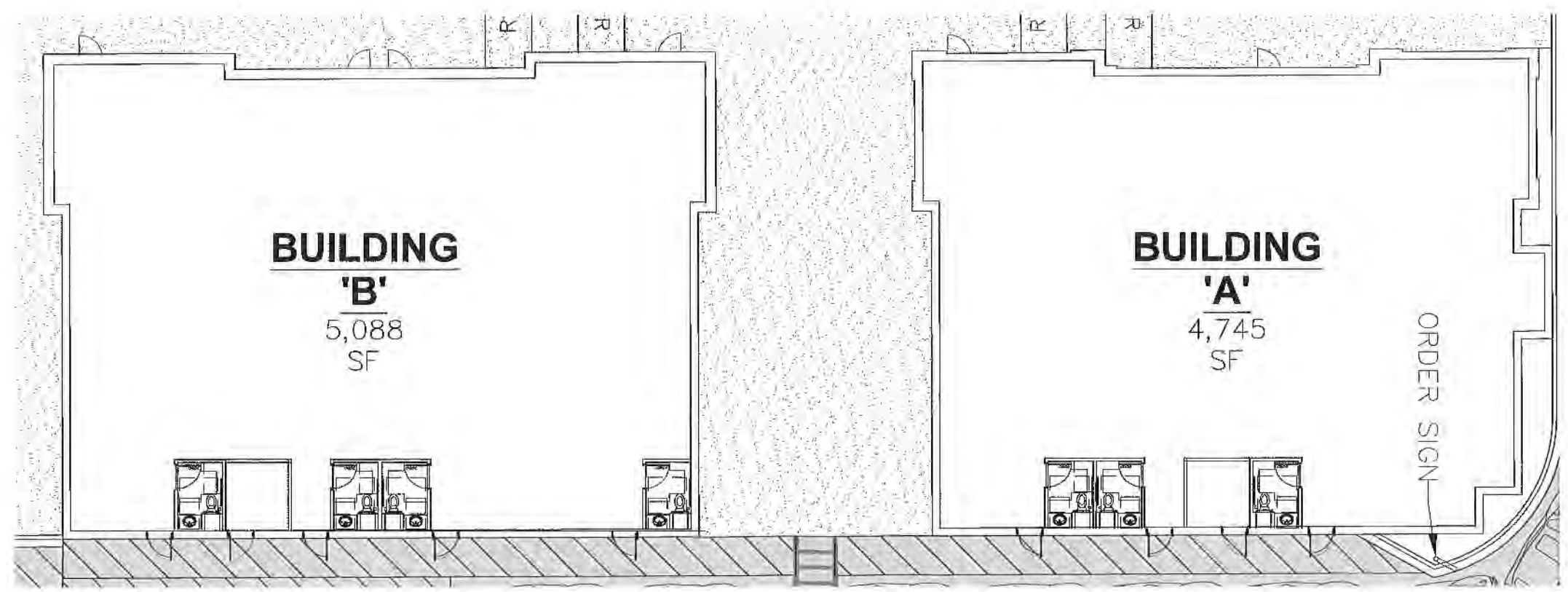


YAMASAKI®
ARCHITECTS INTERIOR DESIGNERS PLANNERS

Yamasaki, Inc.
The Fisher Building
3011 West Grand Boulevard, Suite 222
Detroit, Michigan 48202
313.567.6835
(Fax) 313.567.8494
info@yamasaki.com

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Owner:
Cunningham Limp
28970 Cabot Dr. #100
Novi, MI 48377

Developer:
Kojian Management Corporation
39400 Woodward Ave #250
Bloomfield Hills, MI 48304

Project:
FHCC Retail Center

West 12 Mile Rd.
Farmington Hills, MI 48331

**FLOOR PLANS
AND ENLARGED
TOILET ROOM
PLANS**

Issued For Review:

Drawn By:
ES

Checked By:

Approved By:
RS

Approved For Construction By:

Date:

Project No.
2018.000
A1-01

PRELIMINARY
NOT FOR CONSTRUCTION

YAMASAKI
ARCHITECTS INTERIORS DESIGNERS PLANNERS

Yamasaki, Inc.
The Firm Building
3811 West Grand Boulevard, Suite 222
Loyal, Michigan 48047
313.501.2885
Fax: 313.501.2803
info@yamasakiinc.com

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File No.

Client

Cunningham-Limp
28970 Cabot Drive, Suite 100
Novi, MI 48377

Owner

Kojalan
Management
Corporation
39400 Woodward Ave, Suite 250
Bloomfield Hills, MI 48304

Project

F.H. Corporate
Center Retail

Address

West 12 Mile Road
Farmington Hills, MI 48331

Drawn

Elevations

Drawn

CTW

Checked by

ML

Prepared by

RS

Approved for Construction by

Date

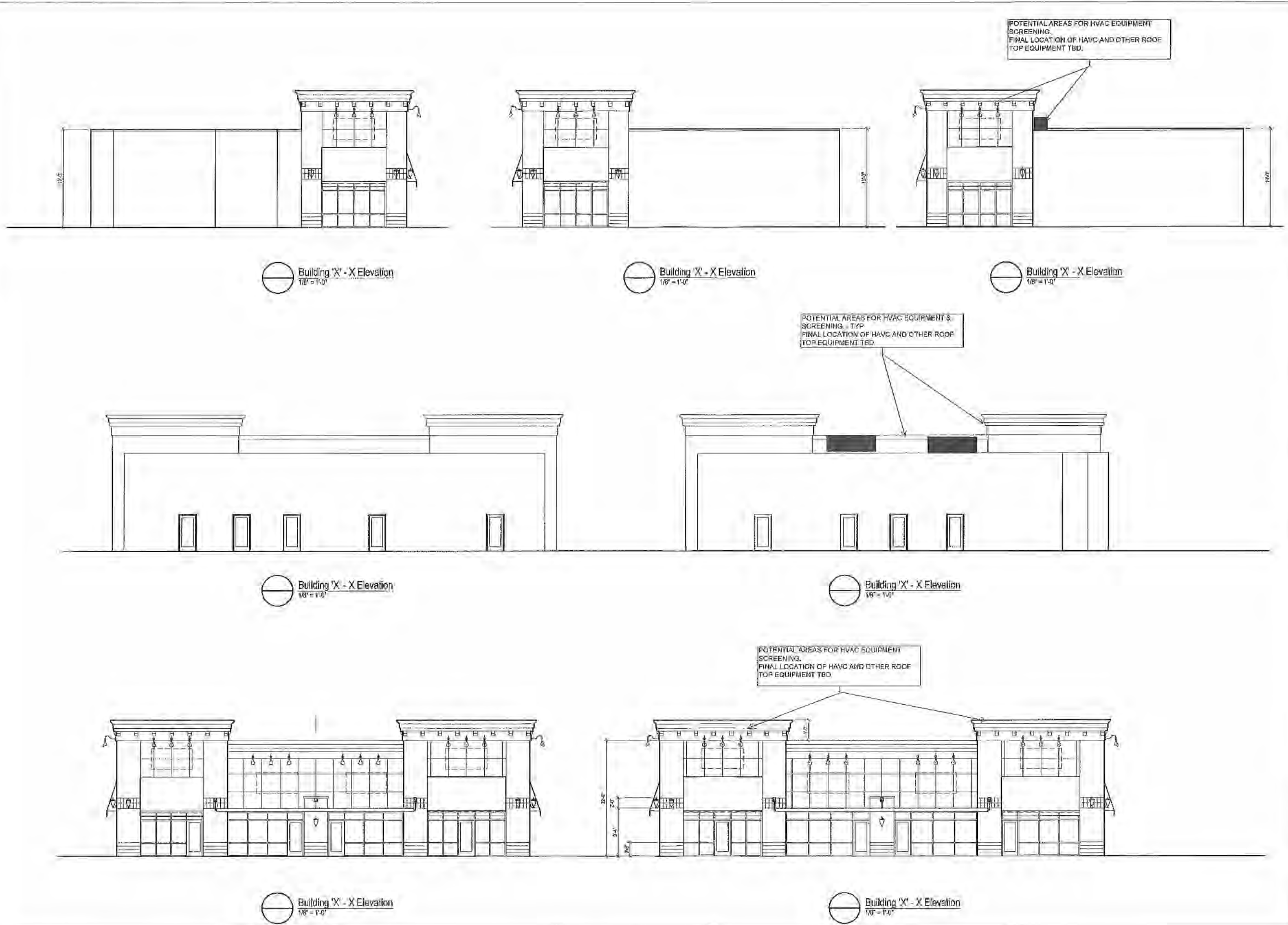
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Project No.

2018-06

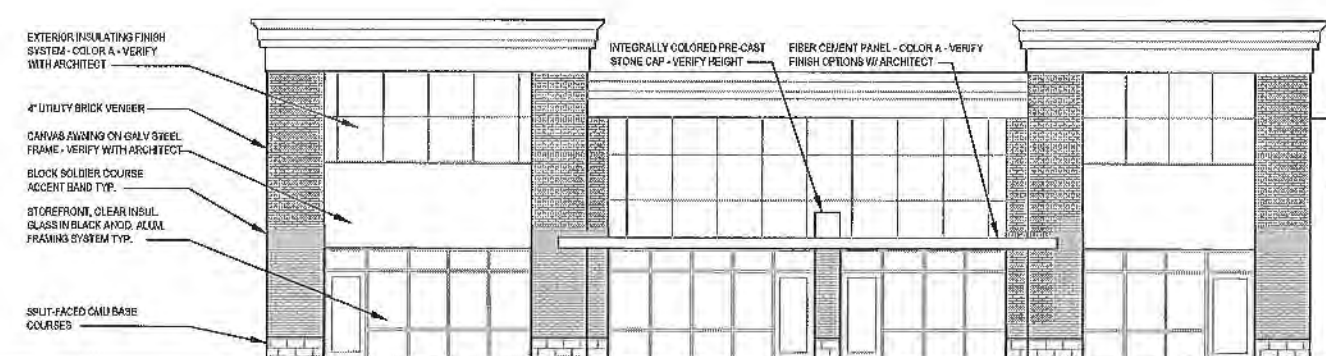
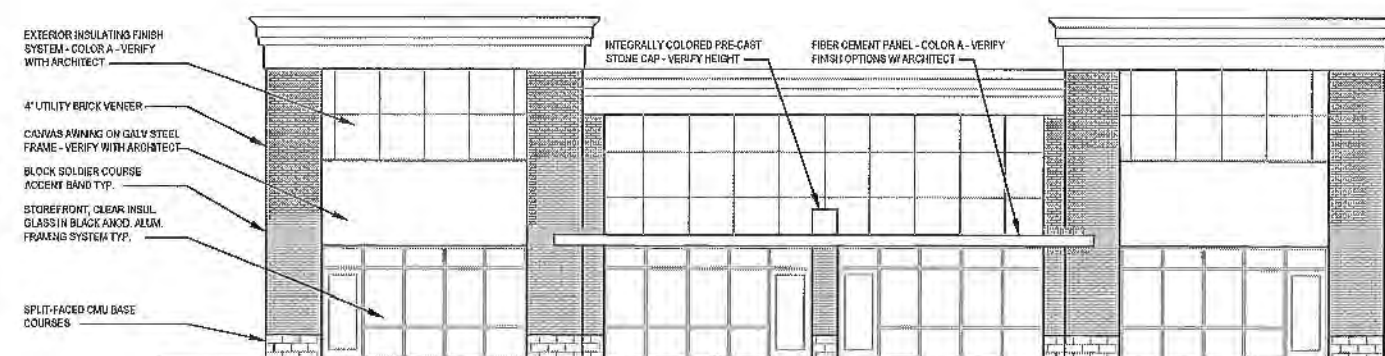
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A5-01





Rendered West Elevations



West Elevations

2018.000

2018.000
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 2018.000
 2018.000
 2018.000

Cunningham Corp
 2018.000
 2018.000

Kojan
 Management
 Corporation
 39400 Woodward Ave #250
 Bloomfield Hills, MI 48304

FHCC Retail Center

West 12 1/2 Rd
 Farmington Hills, MI 48331

Rendered
 Elevations

2018.000
 Site Plan Submission 6.3.18

2018.000
 SD-1

**CITY OF FARMINGTON HILLS
CITY COUNCIL PUBLIC HEARING NOTICE**

www.fhgov.com

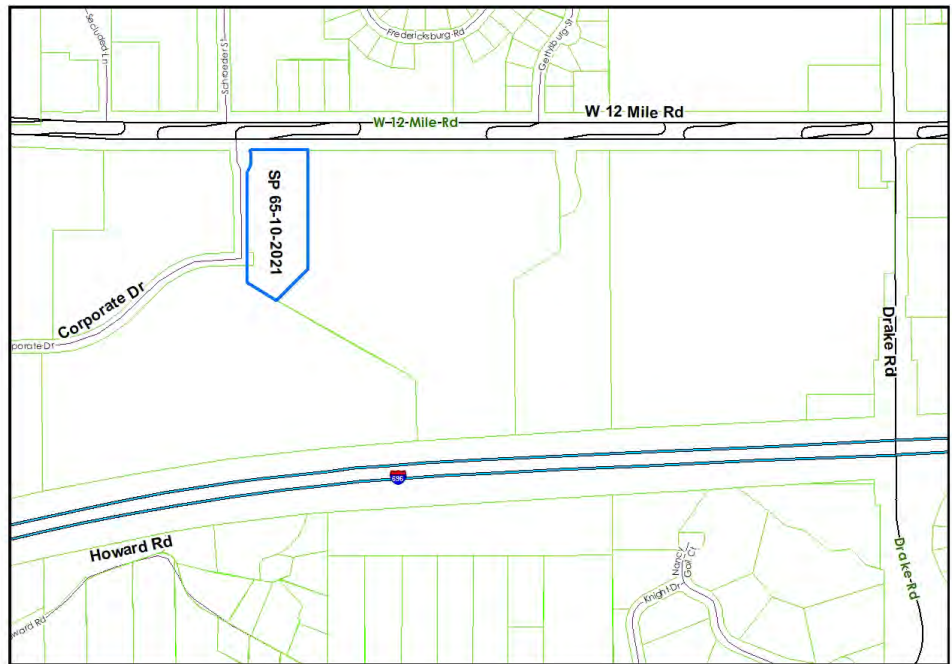
DATE: February 28, 2022
TIME: 7:30 P.M.
PLACE: Farmington Hills City Hall, City Council Chambers
31555 Eleven Mile Road
Farmington Hills, MI 48336
ITEM: Amendment to PUD Plan 5, 1993 including Site Plan 65-10-2021

The Farmington Hills City Council will give formal consideration to amend Planned Unit Development (PUD) Plan 5, 1993, including Site Plan 65-10-2021 submitted by Michael Lawrence, who seeks approval of retail and restaurant uses.

The property involved is located on the south side of Twelve Mile Rd., west side of Investment Dr. and being more particularly described as: Part of Parcel Identification Number: 23-17-201-014, City of Farmington Hills, Oakland County, Michigan.

Any person who is interested is invited to participate in the discussion of the request in person at the scheduled meeting, or written comments may be submitted to the City of Farmington Hills Planning Department, 31555 W. Eleven Mile Road, Farmington Hills, MI 48336, during regular business hours prior to the Public Hearing. The application may be reviewed at the Planning Office on any business day between 8:30 a.m. and 4:30 p.m.

Edward R. Gardiner, Director
Planning & Community Development
Phone: 248-871-2540
e-mail: egardiner@fhgov.com
Publish: February 13, 2022



Procedures for accommodations for persons with disabilities:

The City will be following its normal procedures for accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 871-2410 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

34-3.1.24

B-2 Community Business District

A. INTENT

The B-2 community business districts are designed to cater to the needs of a larger consumer population than is served by the B-1 districts and so are generally characterized by an integrated or planned cluster of establishments served by a common parking area and generating large volumes of vehicular and pedestrian traffic.

 **User Note:** For uses listed in **bold blue**, refer to Article 4, or click on use, for use-specific standards

B. PRINCIPAL PERMITTED USES

The following uses are permitted subject to the required conditions in **Section 34-3.10**

- i. **Retail businesses** § 34-4.29
- ii. Personal service establishments which perform services on the premises
- iii. **Laundry, drycleaning establishments, or pickup stations, dealing directly with the consumer** § 34-4.25
- iv. Office buildings for any of the following occupations: executive, administrative, professional, accounting, writing, clerical, stenographic, drafting, sales
- v. Medical office including clinics
- vi. Banks, credit unions, savings and loan associations and similar uses with drive-in facilities as an accessory use only
- vii. Post office and similar governmental office buildings, serving persons living in the adjacent residential area
- viii. Nursery schools, day nurseries, and day care centers
- ix. **Fabrication, repair, and processing of goods** § 34-4.29
- x. **Fast food or carryout restaurant** § 34-4.27
- xi. **Veterinary hospital or clinic** § 34-4.26
- xii. **Automobile service centers** § 34-4.31
- xiii. **Open-air business** § 34-4.30
- xiv. **Outdoor space for seating areas accessory to a restaurant** § 34-4.32
- xv. **Cellular tower^m and cellular antennae^m** § 34-4.24
- xvi. Sit down restaurants^m
- xvii. **Theaters, assembly halls, concert halls or similar places of assembly** § 34-4.44
- xviii. Churches

B. PRINCIPAL PERMITTED USES (cont.)

- xix. Business schools and colleges or private schools operated for profit
- xx. Other uses similar to the above uses
- xxi. **Indoor health and fitness studio and instructional dance studios** § 34-4.58.1
- xxii. Accessory structures and uses customarily incident to any principal permitted use.

C. SPECIAL APPROVAL USES

The following uses are permitted subject to the required conditions in **Section 34-3.10**

- i. **Bowling alley, indoor archery range, indoor tennis courts, indoor skating rink, indoor commercial recreation facilities over three-thousand, three-hundred (3,300) square feet or similar uses** § 34-4.19
- ii. **Establishments with coin-operated amusement devices^m** § 34-4.33

D. ACCESSORY USES

- i. **Electric vehicle^m infrastructure** § 34-4.55



B-2 Community Business District 34-3.1.24

E. DEVELOPMENT STANDARDS

Lot Size

Minimum lot area^m: Not specified

Setbacks^m

Minimum front yard setback: 75 ft
 Minimum rear yard setback: 20 ft
 Minimum side yard setback: 20 ft
 Minimum from residential district: 75 ft
 Minimum from side street: 75 ft

Building Height^m

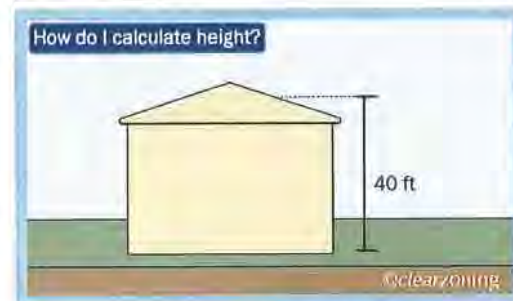
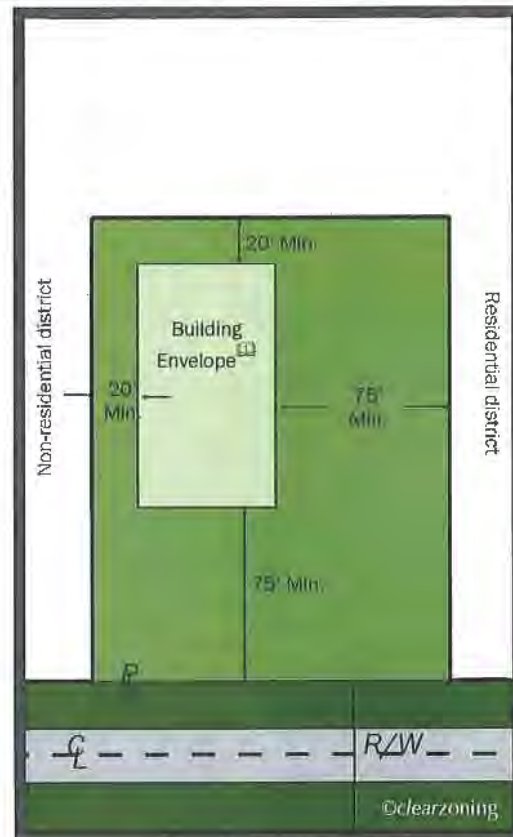
Maximum building height: 40 ft

Open Space

Front yard open space required 20%

NOTES

- For additions to the above requirements, refer to Section 34-3.5: **A, J, N, U** and **V**.



The above drawings are not to scale.

SELECTED REFERENCES

3. Zoning Districts

- General Exceptions § 34-3.26
- Planned Unit Development^m § 34-3.20

4. Use Standards

- Special Land Uses^m § 34-4.20
- Standards for Cellular Towers^m § 34-4.24.8

5. Site Standards

- Accessory Buildings and Structures § 34-5.1
- Off-street Parking Requirements § 34-5.2
- Off-street Parking Space Layout Standards § 34-5.3

Off-street Loading and Unloading

- § 34-5.4
- Signs^m § 34-5.5
- Acceleration-deceleration Passing Lanes § 34-5.6
- Flood Zone Controls § 34-5.8
- Entranceway Structures § 34-5.9
- Corner Clearance § 34-5.10
- Frontage on Public Street § 34-5.11
- Fences § 34-5.12
- Access to Major or Secondary Thoroughfares § 34-5.13
- Landscape Development § 34-5.14
- Walls and Berms § 34-5.15
- Exterior Lighting § 34-5.16
- Screening of Rooftop Equipment § 34-5.17

Tree Protection, Removal & Replacement

- § 34-5.18
- Pedestrian Access and Connectivity § 34-5.19

6. Development Procedures

- Site Plan Review § 34-6.1
- Notice of Public Hearing § 34-6.2
- Special Land Use and Special Approval Use Standards § 34-6.3

7. Admin and Enforcement

- Guarantee for Improvements § 34-7.2





INTEROFFICE CORRESPONDENCE

DATE: February 28, 2022
TO: City Council
FROM: Vicki Barnett, Mayor
SUBJECT: Recommendation for appointments

I would like to recommend the following appointments at the February 28, 2022 City Council meeting:

Parks and Recreation Commission

	Length of Term:	Term ending:
Sydney Rushing	Unexpired term	February 1, 2025

Ms. Rushing is filling the vacancy of Carl Cristoph who was not reappointed. Her resume is attached.

Zoning Board of Appeals

	Length of Term:	Term ending:
Emily Collins	Unexpired term - Alternate	February 1, 2025

Ms. Collins is filling the vacancy of Mike O'Connell who was made a regular member. Her resume is attached.

Innovation, Energy and Environmental Sustainability Committee

Appointments made per resolution R-182-21 establishing the committee.

	Position:	Term Ending:
Jon Aldred	Farmington Hills Resident	October 11, 2023
Matthew Strickfaden	Farmington Hills Business Rep.	October 11, 2023
Nikolas de Wit	Student	October 11, 2023
Mark Zachos	EDC Member	October 11, 2023
Aaron Paluzzi	Broadband Task Force Member	October 11, 2023
Erin Quetell	Environmentalism	October 11, 2023
Jennifer Whitteaker	DTE Representative	October 11, 2023

Resumes and letters of interest for recommended IEESC appointments are attached.

January 17, 2022

Mayor Vicki Barnett
31555 W. Eleven Mile Rd
Farmington Hills, MI 48336

Re: Requesting Commission Appointment for Parks & Recreation

Dear Mayor Barnett,

I hope this letter finds you well. I am reaching out requesting your consideration to be appointed to the Parks & Recreation Commission. I want to be active in our great community and believe I would be a great addition to the Commission.

A little about me, my husband and I have a beautiful family that we relocated to Farmington Hills in the Fall of 2020 from Detroit. We chose to come to Farmington Hills because we felt it was the best fit for our family due to the diversity, inclusiveness, and sense of community. We have 3 great children – a 16 year old son, a 2.5 year old daughter, and a 8 month old daughter; as well as 2 fun pups.

I am an attorney and I have had my own practice, Rushing Law, PLC, since I was barred in November of 2014. I have a background in sports as I grew up as a 4-sport athlete and was an athlete in college. I love being outdoors and I enjoy our area parks with my children and pups and would love to be a park of overseeing them! I also can't wait to get my girls involved in sports!

I have included my resume for your review. If you have any questions or any information I can provide you please do not hesitate to reach out to me! Thank you for your consideration for appointment to the commission.

Sincerely,

Sydney Rushing



Sydney@RushingLawPLC.com

SYDNEY E. F. RUSHING

[REDACTED]
[REDACTED] Sydney@RushingLawPLC.com

LICENSING

- **State Bar of Michigan (P78830)**
- **Supreme Court of the United States**
- **United States District Court – Eastern District of Michigan**

EDUCATION

University of Detroit Mercy School of Law, Detroit, MI
Juris Doctor, May 2014

Adrian College, Adrian, MI
Bachelor of Arts, Business Administration, May 2011

WORK EXPERIENCE

Rushing Law, PLC, Detroit, Michigan

Trial Attorney & Owner, November 2014 – Present

- Provide legal services in the area of criminal defense in the tri-county area
- Cases include traffic, misdemeanor, felony, and federal charges
- Perform extensive legal research for various aspects of criminal litigation and appeals
- Provide indigent defendant representation both at the trial and appellate levels
- Manage all aspects of the firm including marketing, billing, accounting, client relations and legal work

Bowman and Brooke, Bloomfield Hills, MI

Contract Attorney, November 2015 – Present

- Perform substantive review of documents for responsiveness, relevance, confidentiality, privilege, and issue tags in Relativity
- Review and summarize deposition transcripts
- Complete redactions, assist with privilege logs, and perform quality check work

Quicken Loans, Detroit, MI

Corporate Counsel Intern, June 2013-August 2013

- Produced legal documents on projects assigned, such as Detroit's X-Games bid, new company start-ups, and contract work
- Participated in implementing a new program that organizes all Quicken Loans entities and entity documents in one location
- Attended sister company board meetings, took minutes, and prepared resolutions

Madison Grisdale

From: Gary Mekjian
Sent: Wednesday, February 23, 2022 2:45 PM
To: Madison Grisdale
Cc: Pam Smith
Subject: FW: Application for Zoning Board of Appeals
Attachments: Resume_Emily Collins_FH Commission.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Madison, this is one of two appointments made by the Mayor for the 2/28 meeting. Please prepare memos for both and get to Pam. Thanks

Gary M. Mekjian, P.E.
City Manager
City of Farmington Hills
(248) 871-2500



<http://www.fhgov.com>

From: vlbarnett@aol.com <vlbarnett@aol.com>
Sent: Tuesday, February 22, 2022 4:47 PM
To: Gary Mekjian <GMekjian@fhgov.com>; Edward Gardiner <EGardiner@fhgov.com>
Subject: Fwd: Application for Zoning Board of Appeals

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I would like to appoint Emily Collins to the ZBA. While she lacks zoning experience, she is very excited to serve, a quick learner and knows what we need to do to attract young families and businesses to our City.
-- Vicki Barnett

-----Original Message-----

From: Emily Collins [REDACTED]
To: Vlbarnett@aol.com
Sent: Sat, Jan 22, 2022 12:04 pm
Subject: Application for Zoning Board of Appeals

Mayor Barnett,

I'm pleased to officially submit my application to be appointed to the Zoning Board of Appeals for the City of Farmington Hills. I moved to Farmington Hills in the spring, and have fallen in love with this city.

I have a background working with city council members in Troy, Michigan, where I grew up. I was immediately interested in the various parts of their jobs. Many residents don't realize how much city government does, and the huge role it plays in their daily lives. I'm interested in serving on the Zoning Board of Appeals because I think it is the single most important commission in any city. I also served as the Legislative Director to State Representative Samantha Steckloff, which gave

me a deeper understanding of our state laws and how state and local laws and ordinances go hand-in-hand. Her own background in city government also gave me a greater appreciation of the scope of our commissions and council.

A municipality's zoning ordinances sound boring at face value, but they truly create the culture of a city and are more complex than people realize. Zoning dictates what businesses can come to the city, how accessible housing is to existing and new residents, and the very character of our neighborhoods and community gathering places. There are so many factors that go into making decisions on zoning allowances, especially our residents' voices. I would take immense pride in having a role on the commission.

I want to lend my time to maintain and grow the community we have in Farmington Hills. I think my background makes me a great candidate for this role, and I'd be honored to serve. My resume is attached for your review.

Thank you so much for your consideration, and I hope to hear from you soon.

Kind regards,

Emily Collins

--

Emily Collins, M.A., SCL-MI, NCC

This email is intended for the use of the addressee(s) named herein. It may contain privileged and confidential information. If you are not the intended recipient, or an authorized representative of the intended recipient, you are hereby notified that any review, copying, or distribution of this email and its attachments, if any, is strictly prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system. Thank you.

EMILY COLLINS

LinkedIn: Emily-Christine-Collins

EDUCATION

Master of Arts – Counselor Education June 2017

Bachelor of Arts – Psychology April 2014

Study Abroad – Communications Summer 2013

Western Michigan University

Oakland University

London, United Kingdom

HIGHLIGHT OF QUALIFICATIONS

- Eight years of experience supervising teams, organizations, students, and volunteers to meet defined goals and benchmarks in both campaign and educational settings
- Knowledgeable in the recruitment, training and management of large numbers of volunteers
- Comfortable in the development and management of budgets of various sizes, up to \$120,000
- Trained and experienced in various aspects of digital campaigning across platforms
- Over ten years of experience in event planning for high-stake, large and small programs
- Seven years of experience in creating infrastructure and processes for new programs

RELEVANT EXPERIENCE

Michigan Democratic Party

Lansing, Michigan

Grassroots Organizing and Petitions Coordinator

September 2021 – Present

- Created and executed the program plan for collecting and internally validating over 35,000 petitions to get the governor on the 2022 ballot
- Recruited, trained, and managed over 100 volunteers throughout circulation and validation phases
- Maintained relationships with stakeholders including unions, county parties, and advocacy groups
- Planned events with county parties and clubs throughout the state and staffed the governor and Lt. governor, maintaining a tight timebox and time with attendees

MI House of Representatives

Lansing, Michigan

Legislative Director

February 2021 – September 2021

- Managed legislative process including coordinating with other offices, policy team, Legal Services Bureau, bill or resolution writing, and stakeholder engagement
- Ran on the Representative's social media and communications, including press relations
- Assembled the infrastructure for and managed policy network to coordinate economic policy

Julia Pulver for State Representative

West Bloomfield, Michigan

Field Director

August 2020 – November 2020

- Made and executed the field plan to flip the 39th House District seat, making over 100,000 voter contact attempts, including supervision of a seven-person team, recruitment of over 370 volunteers, and creating processes for team, volunteer, and data management

Brendan Johnson for State Representative

Rochester, Michigan

Campaign Manager

January 2020 – August 2020

- Constructed the campaign plan to flip the 45th House District seat including field, fundraising, endorsement, and communications, managing a 20-person team and \$60,000 budget


Ann Erickson Gault for Troy City Council

Troy, Michigan

Campaign Manager

July 2019 – November 2019

- Led campaign committee to execute strategy including communications, field, finance, data, research, and events, supervising a team of six-person team and defining the \$21,000 budget



To: City Manager's Office, Farmington Hills

Dear Mayor Barnett,

I am writing to be considered as a member to serve on the new Innovation, Energy and Environmental Sustainability Committee (IEESC).

One of the most profound changes we are likely to experience in the next 5 to 10 years is the significant increase in the use of electric vehicles. The Executive Order on "Strengthening American Leadership in Clean Cars and Trucks" sets a goal that 50 percent of all new passenger cars and light trucks sold in 2030 be zero-emission vehicles. It is therefore necessary that cities and municipalities are cognizant of the impact of these changes and what it will require to help make this goal a practical reality, such as the availability of charging stations.

As an engineer who has worked for over 30 years in both OEMs and in technology companies supplying the automotive industry, I have the ability to understand the relevant technical details. For example in October 2019, I was invited by the SAE (Society of Automotive Engineers), to participate as a panelist at the "SAE Innovations in Mobility" conference, discussing the impact of new materials and light-weighting for energy efficiency on vehicle design.

In addition to the technical, it is also important to be able to see the big picture and prioritize. I believe my experience for many years in product management leadership will help convert strategic aims to specific actions in the context of this committee and environmental sustainability.

The move to electric vehicles also makes the reliability of our electric power supply more important than ever. In speaking with many Farmington Hills residents in the Fall of 2021, the unreliability of our power supply was a recurring theme of frustration. I have been encouraged by the response of DTE Energy with regards tree trimming in recent weeks, however there is more to do. I believe a continuous process improvement approach is required to track project goals and performance metrics in order to prevent a rapid return to frequent power outages. I hope that involvement with DTE Energy will be an on-going aspect of this committee.

The inclusion of innovation is also an exciting opportunity to seek out ways to foster the growth of new business initiatives (in collaboration for example with the Economic Development Corporation) and encourage new possibilities enabled by the prospect of the upcoming city-wide broadband.

I have lived in Farmington Hills for over 20 years, and I am motivated to get involved and contribute. I would be honored to serve the community in this way as we steward the resources we have been given for our children and future generations.

Yours sincerely,

Jon Aldred



JON ALDRED



SUMMARY

Over 20 years product management experience in envisioning and delivering technical software. Exceptional communication skills proven by leading product development teams in multiple global locations. Creative, team-oriented, and commercially aware with a strong automotive engineering background.

PROFESSIONAL EXPERIENCE

Director, Product Management (2008 – present)

HBK, Inc., Southfield, MI – HBK produces nCode and ReliaSoft engineering software for improving reliability, availability, maintainability, safety, and durability. HBK (Hottinger Bruel & Kjaer) is a leading provider of precision measurement, processing and control solutions.

- Create vision, communicate direction and implement future product strategy and roadmaps, including chairing quarterly Product Review Board with senior management.
- Oversee the creation of **nCode** and **ReliaSoft** software used by thousands of engineering companies globally including Ford Motor Company, General Motors, Stellantis, John Deere and Lockheed Martin, for durability, reliability and data management applications. www.ncode.com & www.reliasoft.com
- Success of products measured by customer retention rates at over 90% and sales growth over 8% annually. Successful track-record of using agile methods for delivering a major release of commercial software product range every year plus additional minor updates as required.
- Leadership through daily communication with development teams in Arizona, United Kingdom, and India using Scrum and SAFe development methodologies and utilizing Rally and Jira tools.
- Line manager for product managers / owners and technology teams (10 direct reports) through weekly project reviews, and longer-term personal goal setting and performance reviews.
- Product Focus Certified Product Manager, August 2021. Certified Scrum Product Owner in October 2011 through Agile University.

Product Manager (1996 – 2008)

nCode International, Inc., Southfield, MI – A leader in software for durability and sensor data analysis, nCode was acquired by HBK in 2008.

- Various technical roles starting as Senior Application Engineer assisting engineering clients in USA and increasing product management responsibilities for software products such as nCode GlyphWorks and DesignLife.

Senior Engineer (1993 – 1996)

At Chrysler Corporation via EASi Engineering, Bingham Farms, MI

- Contract engineer on-site at Chrysler Technical Center, Auburn Hills, MI. Performed computer aided engineering (CAE) simulations for durability and NVH using a variety of software including NASTRAN, Abaqus, LS-Dyna & HyperMesh.

Project Engineer (1986 – 1993)

Jaguar Cars Limited, Coventry, United Kingdom

- Joined Jaguar Cars as Student Engineer and worked in several departments in periods between university studies. After graduation, joined Body Analysis department performing CAE analysis on vehicle structures for crash and noise performance.

EDUCATION

- Bachelor of Engineering in Automotive Engineering and Design, 1st Class Honors, 1990 Loughborough University, United Kingdom.

OTHER INFORMATION

- Society of Automotive Engineers member (1996 – present)
- US Citizen

Matthew G. Strickfaden



14 February 2022

Innovation, Energy and Environmental Sustainability Committee (IEESC)

Dear Mayor Vicki Barnett,

Please accept this as my letter of interest for being appointed to the Farmington Hills' new Innovation, Energy and Environmental Sustainability Committee (IEESC).

This exciting and important Committee will have the opportunity to reshape our city by enhancing support for environmental sustainability efforts and exploring opportunities that will benefit the entire Farmington Hills/Farmington community.

I am a natural leader and consummate team player who enjoys researching innovative ways to reimagine today's environmental issues well into the future. I relate to both public and private sector leaders and know how to make both happy to fund imaginative ideas moving forward.

Thank you in advance for considering me for this wonderful opportunity.

Regards,

Matthew G. Strickfaden

Matthew G. Strickfaden

Custom Home Builder

Former Farmington Hills City Councilmember

Farmington Hills, Michigan

Work Experience

Farmington Hills City Councilmember

01/2021 – 11/2021

- Appointed Council Liaison to Parks and Rec
- Appointed to Council Planning Commission Committee
- Unanimously selected by the Farmington Hills City Council

Senior Project Manager Matthew G. Strickfaden and Associates, Inc.

01/1985 - Present

- Multiple Home of the Year recipient
- Award winning custom home builder
- Best Home Builder of the year recipient

Gymnastics Coach Farmington Gymnastics Center

01/1992 - Present

- Safe Sport certified
- Safety and Risk Management Certified
- Competitive Coach

Honors and Awards

- Michigan Home Builder of the Year
- Best Home Builder in Michigan
- Multiple Home of the Year recipient

Personal Projects

- FH20XL – VISION
- A 20-year vision for Farmington Hills

Organizations

- USAG
- AARL
- Home Builders Association of Michigan

Achievements

- Unanimously selected to the Farmington Hills City Council

Interests

- Making things better

Nikolas de Wit

[REDACTED]

[REDACTED]

December 17, 2021

To whom it may concern,

My name is Nikolas de Wit, I am a resident of Farmington Hills and a student at Wayne State University studying Environmental Science with a Minor in Urban Sustainability and Urban Studies.

I was recently made aware that the city of Farmington Hills is looking for a student representative to serve on its Innovation, Energy, and Environmental Sustainability Committee. I would like to submit my resume in the interest of serving the community to the best of my ability as a Student Representative on the committee. I am extremely excited about this opportunity and what the future may hold for the City of Farmington Hills' sustainability efforts. If any additional information or references are required, please do not hesitate to contact me.

I look forward to hearing from you,

Nikolas de Wit

Nikolas de Wit

Objective

Hard working student pursuing Environmental Science BS degree, with minor in Urban Sustainability and Urban Studies at Wayne State University; with the objective to apply pragmatic skills acquired in ecology, communication, leadership, and strong work ethic.

Education

Wayne State University	2020-Present
<i>Bachelor of Science Degree in Environmental Science</i>	
<i>Minor in Urban Sustainability and Urban Studies</i>	

Schoolcraft College	2018-2020
<i>Associates Degree in Science</i>	

Harrison High School	2014-2018
<i>High School Diploma</i>	

Work Experience

Heritage Park Nature Center, Farmington Hills, MI	5/2020-Present
<i>Nature Center Leader</i>	
<ul style="list-style-type: none">● Experience in leading city programs.● Dependable time management skills.● Efficient in nature/sustainability-oriented goals.● Diligent in executing work tasks.	

Fresh Thyme Farmers Market, Farmington, MI	2/2019-6/2019
<i>Meat Clerk</i>	
<ul style="list-style-type: none">● Responsible for a variety of food production, per quality standard.● Customer service, with a focus of friendly service.● Punctual attendance.● Reliable team worker.	

Tim Hortons, Livonia, MI

6/2018-2/2019

Barista

- Efficiently managed tasks in a fast-paced environment.
- Excellent multi-tasking ability.
- Team oriented.
- Responsible for cash register.

Skills, Competencies and Accomplishments

- Accomplished Eagle Scout, recognized by Boy Scouts of America, 2018
- Senior Patrol Leader of Troop 110, 2017-18
- Four-year member of Harrison High School Marching Band, 2014-18
- Declaration of Special Tribute, issued by Christine Greig, 2019
- Strong leadership skills.
- Environmentally conscious.
- Self-starter.
- Works well with children.
- Sustainability oriented.
- Proficient in Microsoft Office Suite
- Familiar with ArcGIS Pro Program
- Familiar with Autodesk Suite
- Youth Protection Training Certified (Renewed 2020)
- Familiar with Spanish.

Joseph Valentine

From: Cristia Brockway
Sent: Friday, December 17, 2021 12:06 PM
To: Joseph Valentine
Subject: Nomination of Mark Zachos from EDC to IEESC

Good afternoon Joe,

On December 15, during the Economic Development Corporation meeting, Mark Zachos was nominated by the board as the EDC representative for the Innovation, Energy, and Environmental Sustainability Committee (IEESC).

Sincerely,

Cristia Brockway
Economic Development Director
City of Farmington Hills
(248) 871-2506
cbrockway@fhgov.com



Mark Zachos Biography

Mr. Mark Zachos is the founder and President of DG Technologies (DG), a company specializing in Vehicle Communications and Diagnostics Technology. He is responsible for the company's overall operating business as well as enabling new technologies that support DG programs and strategic initiatives. Mark earned a BEEE from the University of Michigan and a MSEE from The University of Detroit and has over 30 years of experience in vehicle electronics and diagnostics systems. He holds several patents on vehicle communications related technology.

Mr. Zachos is the US delegate to the International Standards Organization (ISO) Road Vehicle Standards Working Group. Mark is a member of TMC, IEEE, and has been very active in SAE Technical Committee work for over 20 years. He is Chairman of the SAE Vehicle Diagnostics Committee and the Vice Chairman of the SAE Vehicle Systems Network Architecture Committee. He is also the Task Force Chairman for J2602, J2561, J2411, J2178, J1699-3, J1939-82 and J1939-84. He has had direct involvement with the development of over 20 technical standards while participating in OBD technology projects for light duty and heavy duty vehicles. Mark has organized over a dozen technical sessions at SAE Congress and other events. Mr. Zachos has also authored many technical papers presented at various technical Conferences worldwide.

Mark is the past Chairman of the 2020 Alternative Energy and Future Transportation Advisory Committee for the City of Farmington Hills, MI. He is an Instructor for the SAE Continuing Education Division and an adjunct faculty member at The University of Michigan. Mr. Zachos is a recipient of several industry Awards including the SAE Technical Standards Board Outstanding Contribution Award and the McFarland Award. Mark was elected to the SAE International Board of Directors in 2010.

Outside of business hours, Mark is active in his church and its local charity projects, enjoys golfing with his wife Nancy, working on school or Girl Scout projects with his 6th grade daughter Anne, and evening walks with Indy (his 100 pound golden-doodle dog). An avid baseball fan, he's a Detroit Tiger season ticket holder. And, he is also "in the planning stages" of restoring his 1979 Corvette and 1929 Model A.

DG Technologies
33604 West Eight Mile Road
Farmington Hills, MI 48335
[248-888-2000](tel:248-888-2000)

Madison Grisdale

From: Gary Mekjian
Sent: Monday, November 22, 2021 5:31 PM
To: Janet Cisneros
Subject: FW: IEESC status
Attachments: Professional Resume.pdf

For the Mayors consideration

Gary M. Mekjian, P.E.
City Manager
City of Farmington Hills
(248) 871-2500



<http://www.fhgov.com>

From: Aaron Paluzzi <[REDACTED]>
Sent: Monday, November 22, 2021 4:25 PM
To: Kelly Monico <KMonico@fhgov.com>
Cc: Gary Mekjian <GMekjian@fhgov.com>
Subject: Re: IEESC status

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Kelly,

Here's my resume. The request text is as follows:

Subject: Application for: THE INNOVATION, ENERGY AND ENVIRONMENTAL SUSTAINABILITY COMMITTEE

Hello Mayor Barnett,

I'm interested in participating on the new committee that is superseding some of the duties of the MBC. I've included my resume with this email. However, a summary of my expertise in the area is that I am an electrical engineer from WMU with experience in EV conversions, solar power, and alternative energy storage solutions in addition to databases and data structures. I feel I would be a good fit for the new committee as I also bring my 5 years experience in the MBC and it's broadband study.

*Sincerely,
Aaron Paluzzi*

On Mon, Nov 22, 2021 at 3:18 PM Kelly Monico <KMonico@fhgov.com> wrote:

Aaron Paluzzi



Professional Goal

Experienced Electrical Engineer looking for new challenges.

Education

Bachelor of Science in Electrical Engineering

Western Michigan University
Kalamazoo, MI

Professional Certification

Teamcenter Engineering Master Certification
Fundamentals of Engineering exam (FE)

Employment Experience

April 2019, Solution Architect

To Current, Engineering USA

Troy MI

- Design a solution to migrate existing data from an existing Teamcenter solution to a new Teamcenter data model using IPS Data Upload
- Understand the customer's design cycle to aid in writing requirements on how to handle the customer's data.
- Modify and customize Siemens PLM software to fit the needs of our customers.
- Use of Java, JSPs, VBA, VB, C#, TCL, Perl, Batch, and C++ in projects to customize software solutions.
- Handle project planning as well as estimation.
- Work with customers from pre-sales engagements through planning, implementation, project closeout, and continuing maintenance.
- Aiding customers in migrating data from various old systems into the Teamcenter database.
- Installation of the new Deployment Center product and AIG T4CEP.

November 2015, Product Architect

To May 2019, Siemens PLM

Allen Park MI

- Work hand in hand with various customers to design use cases for new software implementations.
- Design systems engineering process solutions to reduce change orders down the product lifecycle.
- Understand the customer's design cycle to aid in writing requirements on how to handle the customer's data.
- Modify and customize Siemens PLM software to fit the needs of our customers.
- Use of Java, JSPs, VBA, VB, C#, TCL, Perl, Batch, and C++ in projects to customize software solutions.
- Handle project planning as well as estimation.
- Work with customers from pre-sales engagements through planning, implementation, project closeout, and continuing maintenance.
- Aiding customers in migrating data from various old systems into the Teamcenter database.
- Working with the new Active Work Space system (2.4 / 3.0 / 3.1) and designing customizations around customer requirements.

August 2015, Teamcenter Consultant

To November 2015, Epitec

Allen Park MI

- Design a new export tool to allow Ford to generate custom data from information stored in Teamcenter.
- Work with dissimilar tools via C# APIs.
- Product a tool easy enough for end users to accept.
- Enable the tool to be run from a in house designed system.

April 2015, Teamcenter Consultant

to June 2015, Magna

Livonia MI

- Perform on the fly customization of an Agile PLM system.
- Troubleshoot issues with the existing customer datastore
- Tech support of the Agile PLM and Teamcenter PLM systems.
- Testing of PLM, PDM, and CAD systems

July 2013, Senior Technical Consultant

to April 2015, SQS USA Inc.

Livonia MI

- Work with local clients and remote testers to manage software testing projects.
- Manage remote teams to meet deliverable dates.
- Work with customers to set achievable goals.
- Work as onsite resource aiding in software testing
- Find and resolve test architecture issues before testing begins.
- Perform project estimation and costing.
- Automated testing of PLM, PDM, and CAD systems using HP QTP

June 2005, Software Product Consultant

to July 2013, Siemens PLM: Systems Engineering Center of Excellence

38695 7 Mile Rd., Livonia MI

- Work hand in hand with the customer to design use cases for new software implementations.
- Design systems engineering process solutions to reduce change orders down the product lifecycle.
- Understand the customer's design cycle to aid in writing requirements on how to handle the customer's data.
- Modify and customize Siemens PLM software to fit the needs of our customers.
- Use of Java, JSPs, VBA, VB, C#, TCL, and C++ in projects to customize software solutions.
- Handle project planning as well as estimation.
- Work with customers from pre-sales engagements through planning, implementation, project closeout, and continuing maintenance.
- Aiding customers in migrating data from various old systems into the Teamcenter database.

March, 2004 Field Engineer

to June 2005, Technology Service Corporation

15011 Michigan Ave., Dearborn MI

- Design and troubleshoot hardware integration solutions for both large and small businesses.
- Work with professional customers presenting design ideas and adjusting them to the customer's expectations.
- Installation of equipment while managing a small team of technicians onsite.
- Programming control systems in AMX C based programming language, Crestron, and Java.
- Debug and assist in the design of Visual Basic programs for internal company use.
- Designing networking solutions for home and small businesses.

- Installation of networking hardware with Field Technicians.
- Testing network installations before gaining customer sign off.

August, 2003 Software Design Engineer Intern

to November 2003, Parker Abex
2220 Palmer Ave, Kalamazoo MI

- Design and Implementation of High Availability Test software.
- Work in a team of professionals to rapidly develop software for new product lines.
- Write software in C++ and LabVIEW 5.1, 6, and 7.0 for product verification stands.
- Design software to match testing specifications laid out by product design engineer.

Projects

July 2021, Systems Architect, Electric Boat

to Current

- Work with the customer to design solutions to specific issues in a pre-existing Teamcenter installation
- Test if current solutions and architecture will work in a new version of the Teamcenter tool
- Track issues across multiple departments of the customer and within the Siemens GTAC site

May 2021, Systems Architect, Exactech

to Current

- Gathering customer requirements to resolve issues within the existing Teamcenter installation
- Work with the existing installation team to identify where issues came from.
- Design solutions to existing customer requirements that do not require customization of the software.

February 2021, Systems Architect, L&S

to May 2021

- Design and creation of data migration script for CAM data
- Merge CAM data with Zolar tool data to produce highly accurate machine pathing instructions

November 2020, Systems Architect, Abaco

to Current

- Presales and requirements gathering
- Statement of Work
- Design of the complete system with integrations to circuit design applications and ERP.

July 2020, Systems Architect, Northrup Grummen

to Current

- Installation of the new Siemens Deployment Center product and AIG T4CEP
- Design of the T4CEP servers and network architecture across multiple firewalls
- Integration of Teamcenter and Opcenter via AIG T4CEP.
- Install and integration of Valor Process Prep.

April 2019, Systems Architect, Williams International

to January 2020 (Pontiac, MI)

- Implement a new concept on a standard mBOM and eBOM
- Migrate existing data into the new standard
- Implement precursor technology to enable sBOM integration with the new unified BOM.

Febuary 2018, Systems Architect, Newport News Shipbuilding

to Current (Newport News, VA)

- Designing and implementing a ETL data import system using external scripting.
- Read in data provided from outside firms
- Scripting via Batch, Perl, and XSLT

November 2015, Consultant, Ford, Complete

to February 2017 (Allen Park, MI)

- Develop a tool to handle FMEA models within Teamcenter.
- Replicated the current web based utility from within Teamcenter and used the current Excel C# front end to minimize customer retraining.
- Managed a team of two developers from different areas of expertise (SOA and ITK)
- Gathered requirements from the Solutions Architect of the project
- Worked with Developers and Solutions Architect and managed the customer expectations as to what is possible within a time frame.

September 2015, Consultant, Ford, Complete

to November 2015 (Allen Park, MI)

- Develop an external SOA tool to enable generation of CAM Shafts with Teamcenter models.
- Execute the external SOA tool from a Ford internal tool.

October 2014, Consultant, Denso, Complete

to March 2015 (Southfield, MI)

- Develop solution to pull the version of NX that created CAD data out of over 100,000 files and develop a report based on this information.
- Develop a solution to determine what objects in the database system are mastered in two CAD tools.
- Develop solutions in Java and C# for NXOpen.

April 2014, Consultant, Sonos, Complete

to June 2014 (Chicago, IL)

- Short term project executing customer tests.
- Generate weekly reports for the customer on test performance.

October 2013, Consultant, Ford Motor, Complete

to October 2014 (Dearborn, MI)

- Managing a group of programmers and software testers to complete automation of customer test cases.
- Execute customer test cases searching for issues with software upgrade.
- Report to the customer any flaws found.
- Testing solutions developed in HP ALM which is similar to C.

March 2013, Systems Architect, Newport News Shipbuilding, Complete

to July 2013 (Newport News, VA)

- Designing and implementing workflow business logic to match current customer processes
- Refine existing business processes to work within the out of the box Teamcenter software
- Create custom Teamcenter logic when the business process cannot be changed due to

- regulatory oversight.
- Solutions developed in XML and SQL.
- Work within the BMIDE, Workflow Designer, Structure manager, and Access Manager portions of Teamcenter.

January 2013, Software Product Consultant, Northrup Grummen, Complete

to March 2013 (Remote)

- Designing and implementing workflow business logic to match current customer processes
- Refine existing business processes to work within the out of the box Teamcenter software

January 2012, Systems Architect, L3 Communication, Complete

to November 2012 (Salt Lake City, UT)

- Designing and implementing workflow business logic to match current customer processes
- Refine existing business processes to work within the out of the box Teamcenter software
- Create custom Teamcenter logic when the business process cannot be changed due to regulatory oversight.
- Solutions developed in C++, Java, and C#.
- Work across the entire Teamcenter Unified product including Workflow Manager, BMIDE, Access Manager, Change Management, Structure Manager and various others.

January 2011, Systems Architect, Emerson, Complete

to December 2011 (Nation Wide)

- Worked on site creating business logic in Teamcenter 8.
- Provided remote support for the customer and coworker.
- Creating complex business logic that reaches across multiple dissimilar business units
- Solutions developed in XML.

November 2010, Software Product Consultant, Honeywell, Complete

to December 2011 Phoenix, AZ

- Worked on site creating business logic in Teamcenter 8.
- Provided remote support for the customer and coworker.
- Troubleshooted issues working with the customer and IT personnel.
- Solutions developed in HTML and XML.
- Work with the BMIDE and Workflow Manager as well as data import.

November 2010, Software Product Consultant, Johnson Controls, Complete

to December 2010 Holland, MI

- Worked on site creating a custom solution for DB access.
- Rapid VB and C# development.
- Develop a custom solution in Teamcenter for the Systems Engineering tool.

October 2010, Software Product Consultant, Goodrich Aeronautical, Complete

to November 2010 Troy, OH

- Worked onsite mentoring Goodrich personnel in the customization and configuration of Teamcenter Engineering 2007.

February 2010, Software Product Consultant, Chrysler, Complete

to November 2010 Auburn Hills, MI

- Worked with sales personnel on a successful presales engagement
- Designed a functional proof of concept for customer approval.
- Logistic management implementing servers remotely and ordering client machines with custom software loads.
- Worked within the Project Manager, Systems Engineering, and Workflow Designer modules of Teamcenter Unified

November 2009, Software Product Consultant, Daimler Truck, Complete

to December 2009 Portland, OR

- Worked as primary engineer designing, implementing, and delivering solution to the customer.
- Completed project successfully in a limited time frame
- Worked with the customer remotely for most of the project limiting costs.
- Solutions developed in VBA and TCL.
- Worked with the Teamcenter Systems Engineering standalone product

January 2009, Software Product Consultant, General Motors, Complete

to July 2009 Sterling Heights, MI

- Worked as part of a team to implement product on the customer location.
- Designed automated testing regimen in Mercury Loadrunner
- Ran Loadrunner testing to completion and published successful results.
- Solutions developed in TCL and Loadrunner (similar to C)

February 2007, Software Product Consultant, Ford Motor Company, Complete

to January 2009 Dearborn, MI

- Primary on site engineer working along side the customer to implement our product on multiple projects.
- Worked as part of a team during early pre-sales engagements.
- Manage coworkers both on-site and off-site to accomplish project goals.
- Analyze customer change orders and provide feedback on feasibility.
- Solutions developed in XML and TCL.

October 2006, Software Product Consultant, Intel, Complete

to November 2006

- Work with Siemens sales staff to develop a initial product schema as a POC for Intel's medical division.
- Develop custom workflows to coincide with customer work processes.
- Combination of HTML and TCL.

April 2006, Software Product Consultant, AECL, Complete

to June 2007 Toronto, CA

- Primary engineer on the project from earliest pre-sales contact with the customer.
- Provided company sales staff with estimates and specification documents.
- Worked with customer to design final specification document.
- Laid out customer specific product customizations.
- Recommended staff to the project manager.
- Continue to provide support in an off site fashion.

Skills

Teamcenter Engineering	Teamcenter Systems Engineering	Teamcenter
Teamcenter Unified	Teamcenter Active Workspace (2.4, 3.0, 3.1)	IBM Websphere
C++	x86 Assembly	Arduino
HTML	XML	Visual Basic .NET
ASP	SQL	Java
TCL/Tk	C#	JSP
PHP	PCSpice	Matlab
Analog control system design	Digital control system design	Wireless systems
Microsoft Office	Microsoft Windows	Linux
Apache Tomcat	Perl	NXOpen
Mercury Loadrunner	Project Management	Raspberry Pi
3D Printing		

References

Available upon request.

Joseph Valentine

From: Jennifer L Whitteaker <jennifer.whitteaker@dteenergy.com>
Sent: Tuesday, November 30, 2021 12:31 PM
To: Joseph Valentine
Subject: RE: Farmington Hills

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Joe –

I've recently discussed this again with my new leader and she believes that I should serve on the committee – at least at the onset to better understand the scope and depth of the committee. As you can imagine, we have a lot of other great subject matter experts throughout the company, and we don't have one area of sustainability that's all encompassing. Would it be okay to name me, and then have someone else named as we learn more about the work?

Thank you,

Jennifer

Jennifer L Whitteaker
Regional Manager for Oakland County
DTE Energy, Corporate & Government Affairs
O: 313.235.9282 | M: 734-748-9370 | jennifer.whitteaker@dteenergy.com

Report a Power Outage: [Report Your Outage | DTE Energy](#)

Submit a Tree Trim Inquiry: [Tree Trimming Claim Form | DTE Energy](#)

Report a Streetlight Outage: [dteenergy.com - Street Lighting Trouble Report](#)

From: Joseph Valentine <JValentine@fhgov.com>
Sent: Tuesday, November 30, 2021 11:13 AM
To: Jennifer L Whitteaker <jennifer.whitteaker@dteenergy.com>
Subject: [EXTERNAL] RE: Farmington Hills

Jennifer,

I just wanted to follow up to see if you were able to identify someone at DTE that could serve on the city's new Innovation, Energy and Environmental Sustainability Committee. We probably won't appoint the members until January of 2022, but I'm trying to identify them and have their paperwork ready to go so they can start meeting in January. I have attached a copy of the city's resolution establishing this committee again for your review.

Any assistance you can provide is appreciated.

Thanks,

Joseph A. Valentine
Assistant City Manager
City of Farmington Hills
31555 West Eleven Mile Road
Farmington Hills, MI 48336
248.871-2500

Joseph Valentine

From: Erin Quetell <[REDACTED]>
Sent: Tuesday, November 30, 2021 11:29 AM
To: Joseph Valentine
Subject: Re: Farmington Hills Committee Opportunity
Attachments: R-182-21 - Establishing the Innovation Energy Environmental Sustainability Committee.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Joseph,

I would love to participate! Is there a proposed meeting schedule yet?

I have been a resident of Farmington Hills since 2017 and currently serve on the drinking water advisory committee.

Professionally, I am the new Environmental Sustainability Officer for Oakland County. Most recently, I was the Environmental Sustainability Planner for the City of Ferndale - working on a variety of sustainability projects and programs, as well as large planning, zoning, and development projects. Prior to that I worked for OHM Advisors for one year post graduate school in their water resources department. I have a Bachelor of Science in Biology from Grand Valley State University and a Master of Public Administration in Environmental Science and Policy from Columbia University.

Let me know if you want more info. Here is my LinkedIn - <https://www.linkedin.com/in/erin-quetell>

Thank you,

Erin Quetell
[REDACTED]

On Nov 30, 2021, at 11:07 AM, Joseph Valentine <JValentine@fhgov.com> wrote:

Erin,

I hope this email finds you well. I received your name and contact information from our Engineering Department as a resident that may be interested in serving on a new temporary committee to assist Farmington Hills in identifying new opportunities to enhance and develop innovation, energy and environmental sustainability initiatives within the city. I have attached a copy of the resolution establishing this committee with more details for your review. Should you have any questions, please do not hesitate in contacting me. Should you find this opportunity of interest, you can send me an email expressing your interest along with a short resume of your background.

Thank you in advance for your consideration of this new opportunity.

Best regards,



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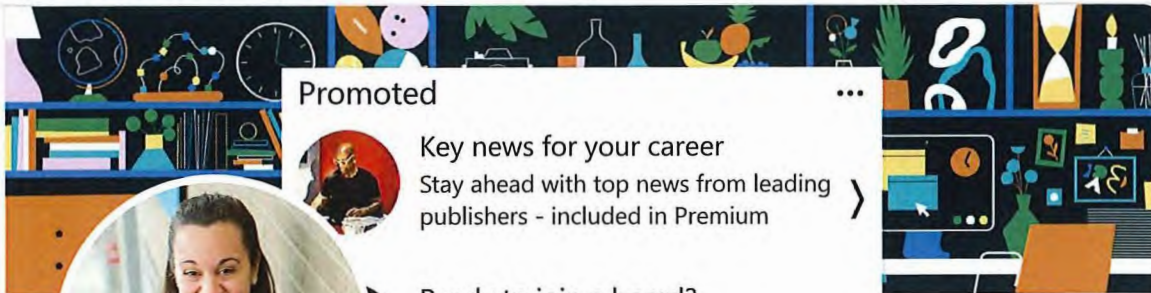
Erin Quetell (She/Her)

Environmental Sustainability Officer with Oakland County, Mi...

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Erin Quete

Environmental Sustainability Officer with Oakland County, Michigan

-  Oakland County, Michigan Government
-  Columbia University in the City of New York

Detroit Metropolitan Area · [Contact info](#)

500+ connections



70 mutual connections: Melanie Piana, PMP, CC-P, Trevor Pawl, and 68 others

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About

Experienced sustainability professional with a background in biology and public administration.

Activity

971 followers



Love this! Very timely indeed.

Erin shared this
16 Reactions





1

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**Erin Quetell (She/Her)**

Environmental Sustainability Officer with Oakland County, Mi...

More

Message

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Erin commented

**Thank**

Erin repl

Experience



Envir

Oakla

Oct 2021 – Present · 2 mos

Waterford, Michigan, United States

- Develop and manage campus wide sustainability plan and climate action goals for Oakland County facilities and operations
- Greenhouse Gas Emission Inventory and Update for Oakland County Campus
- Implement sustainability projects throughout Oakland County campus
- Support local cities, villages, and townships with their sustainability and climate goals



Environmental Sustainability Planner

City of Ferndale, Michigan · Full-time

Sep 2017 – Sep 2021 · 4 yrs 1 mo

Ferndale, MI

- Managed and implemented sustainability efforts throughout the City of Ferndale following the Master Land Use Plan and City Council Strategic Plan initiatives working with each government department
- ...see more



Sustainability Technical Specialist

OHM Advisors · Full-time

May 2016 – Sep 2017 · 1 yr 5 mos

Livonia, MI

- Developed integrated sustainability practice at firm
- Developed green infrastructure program and projects

REPORT TO THE CITY COUNCIL FROM THE CITY CLERK – FEBRUARY 28, 2022

SUBJECT: Consideration of request from Rob & Dan Mulligan's, Inc. for the transfer of ownership of a 2021 Class C & SDM Liquor License with Sunday Sales (AM & PM) and Dance Permits located at 27406 W. 8 Mile Road

ADMINISTRATIVE SUMMARY:

- The City has received notification and a request from Robert McKiddie and Daniel Koch, owners of Rob & Dan Mulligan's, Inc. for local approval of the above referenced request.
- The request is for the transfer of ownership of a 2021 Class C & SDM License with permits from Mulligan's Pub & Grub, Inc. The license will be used at its existing location.
- The establishment is operating as Mulligan's Pub & Grub and the city application and restaurant menu are provided with this report.
- The applicant has provided their policy regarding the sale of alcoholic beverages, pursuant to Michigan Liquor Control Commission Rules and that is also included with this report
- This liquor license was not issued from the city's quota licenses; therefore, a city agreement is not required.
- The application was routed to all departments and there were no objections with regard to the transfer of ownership of this existing liquor license.

RECOMMENDATION:

That the City Council hereby adopts the resolution for APPROVAL to the Michigan Liquor Control Commission for the request from Rob & Dan Mulligan's, Inc. for the transfer of ownership of a 2021 Class C & SDM Liquor License with Sunday Sales (AM & PM) and Dance Permits from Mulligan's Pub & Grub, Inc. located at 27406 W. 8 Mile Road.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'P. Smith', with a stylized flourish at the end.

Pamela B. Smith, City Clerk

City of Farmington Hills
31555 Eleven Mile Road
Farmington Hills, MI 48336
City Clerk's Office: 871-2410

**CITY OF FARMINGTON HILLS
LIQUOR LICENSE APPLICATION**

NEW LICENSES AND TRANSFERS

THE FOLLOWING APPLICATION MUST BE COMPLETED IN FULL BEFORE CONSIDERATION OF A LIQUOR LICENSE CAN BE GIVEN. THERE IS A \$1,000 NON-REFUNDABLE APPLICATION FEE, PLUS \$250.00 FOR EACH PERMIT. PLEASE NOTE THIS APPLICATION IS NOT CONSIDERED COMPLETE UNTIL APPLICANT HAS CONTACTED AND COMPLIED WITH THE CITY'S POLICE DEPARTMENT REQUIREMENTS. PLEASE CONTACT (248) 871-2770.

NOTE: Pursuant to City Code requirements, the City Council shall not approve any new application for license to sell beer and/or wine and/or spirits for consumption on the premises, unless the use of said license shall be in connection with and incidental to a bona fide restaurant operation. The determination as to whether such operation exists shall be made by the City Council and a decision by a majority thereof shall be conclusive. (No license shall be granted unless approved by a roll call vote of five (5) members elect of the City Council AND UNLESS ENCLOSED AGREEMENT IS SIGNED AND ATTACHED.)

License to be in the name of: Rob & Dan Mulligan's, Inc

Applicant Name: Daniel Koch Phone: (586) 943-3954

Address: 19857 Emerald Lane City Clinton Twp State MI Zip 48038

Age: 50 Citizenship United States Birthplace Detroit, Michigan

If Naturalized, time and place: Non-applicable

Location of License Premises: 27406 West Eight Mile Road

Does applicant presently own the premises? NO If not, Name owner of premises:

Mulligan Family Living Trust

Length of time this business has been in operation: 1991

Manager's Name and address: Daniel Koch (586) 943-3954

Legal Description of Property (Lot Number, I.D. Number): 22-23-36-483-021

Lots 8, 9, 10 and 11 of Assessor's Grand River

Crest State Subdivision

Has applicant ever been convicted of a felony or been disqualified to receive a license by reason of any matter?

Yes ☐ No ☒ If yes, explain: Non-applicable

Relationship of applicant to business: CO-OWNER

Length of time in business of that character: 25+ years

Type of Licenses and Permits requested: Class C / SDM

City of Farmington Hills
31555 Eleven Mile Road
Farmington Hills, MI 48336
City Clerk's Office: 871-2410

**CITY OF FARMINGTON HILLS
LIQUOR LICENSE APPLICATION**

NEW LICENSES AND TRANSFERS

THE FOLLOWING APPLICATION MUST BE COMPLETED IN FULL BEFORE CONSIDERATION OF A LIQUOR LICENSE CAN BE GIVEN. THERE IS A \$1,000 NON-REFUNDABLE APPLICATION FEE, PLUS \$250.00 FOR EACH PERMIT. PLEASE NOTE THIS APPLICATION IS NOT CONSIDERED COMPLETE UNTIL APPLICANT HAS CONTACTED AND COMPLIED WITH THE CITY'S POLICE DEPARTMENT REQUIREMENTS. PLEASE CONTACT (248) 871-2770.

NOTE: Pursuant to City Code requirements, the City Council shall not approve any new application for license to sell beer and/or wine and/or spirits for consumption on the premises, unless the use of said license shall be in connection with and incidental to a bona fide restaurant operation. The determination as to whether such operation exists shall be made by the City Council and a decision by a majority thereof shall be conclusive. (No license shall be granted unless approved by a roll call vote of five (5) members elect of the City Council AND UNLESS ENCLOSED AGREEMENT IS SIGNED AND ATTACHED.)

License to be in the name of: Rob & Dan Mulligan's, Inc.

Applicant Name: Robert McKiddie Phone: (313) 471-1297

Address: 2677 Canfield Trail City: Brighton State: MI Zip: 48114

Age: 58 Citizenship: US citizen Birthplace: Detroit, Michigan

If Naturalized, time and place: non-applicable

Location of License Premises: 27406 West Eight Mile Road

Does applicant presently own the premises? NO If not, Name owner of premises:

Mulligan Family Living Trust

Length of time this business has been in operation: 1991

Manager's Name and address: Daniel Koch (586) 943-3954

Legal Description of Property (Lot Number, I.D. Number): 22-23-36-463-021

Lots 8, 9, 10 and 11 of Assessor's Grand River Crest
State subdivision

Has applicant ever been convicted of a felony or been disqualified to receive a license by reason of any matter?

Yes ☒ No ☐ If yes, explain: 1983; LARCENY less than \$100.00

Redford Twp, MI

Relationship of applicant to business: CO-OWNER

Length of time in business of that character: 5 years

Type of Licenses and Permits requested: CLASS C /SDM

List all uses in addition to sale of alcoholic beverages:

bar / restaurantPlease provide a breakdown of the anticipated revenues from food and non-alcoholic beverages, alcoholic beverages and other revenues and attach a copy of your full food menu: \$5,000 per week; \$3,000 food;\$500 Nonalcohol \$1,500 alcohol.

	Existing Building	New Construction
Size of Site:	<u>34.2 x 90 ft</u>	<u>-</u>
Size of Building:	<u>3,092</u>	<u>-</u>
Seating Capacity	<u>80</u>	<u>-</u>
Capacity of Other Uses:	<u>N/A</u>	<u>-</u>
Number of Floors:	<u>1</u>	<u>-</u>
Present Zoning	<u>B-3</u>	<u>-</u>
Required Zoning:	<u>B-3</u>	<u>-</u>
Cost of necessary construction/remodeling:	<u>0</u>	<u>-</u>
Estimated date of construction start:	<u>N/A</u>	<u>Completion: N/A NO renovations</u>
Total cost to be expended by the licensee for the licensed premises:	<u>\$400,000 + \$3,500</u>	
Do you presently operate any other restaurants?	<u>NO business / land inventory</u>	
If so, provide name and address of those establishments:	<u>non-applicable</u>	
Do you presently hold a liquor license?	<u>NO Location non-applicable</u>	

Please list an accurate record and history of any liquor license violations by the applicant, by a corporation or entity the applicant has worked for or had a substantial interest in, or by a parent or subsidiary corporation of the applicant for the immediate preceding five (5) years:

None

Is this a Partnership or Corporation? corporation If corporation, state the object for which it was formed: PURCHASE OF BUSINESS

Corporation name: Rob & Dan Mulligan's, INC. Date of Charter: 11/30/21

If Partnership, names/addresses of partner(s) non-applicable

If Corporation, names/addresses of officers:

Robert McKiddie, 2677 Canfield Trail, Brighton, MI 48114

Daniel Koch, 19857 Emerald Lane, Clinton Twp, MI 48038

Please list all stockholders, their addresses and the percentage of stock they each hold:

NAME	ADDRESS	% STOCK
Daniel Koch	19857 Emerald Lane, Clinton Twp MI 48038	50%
Robert McKiddie	2677 Canfield Trail, Brighton, MI 48114	50%

Evidence of financial responsibility:

Amount of Funds supplied by Principals: \$ 20,000
 Amount to be financed: \$ 380,000
 By Whom? seller financed

Personal References:

Business References:

John Adams (734) 658-2228 Keera Herrod (313) 433-9209
 Kristen Campbell (313) 585-5371 Jeffrey Woehler (586) 615-9452
 Tange Garcia (313) 510-4587 Rex Monarch (734) 578-6246

Name and address of closest liquor establishment and distance from proposed liquor establishment .5 Miles
 Tom's Liquor Store, 20925 Inkster, Farmington Hills

**** Applicant must submit in writing, information on training program for employees of establishment relative to the sale of alcohol, checking I.D., etc.

Applicant fully understands that should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny applicant's request or revoke any approvals.

I hereby certify the above information to be true and accurate to the best of my knowledge. I hereby swear that I will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the City of Farmington Hills or the administrative rules of any regulatory agency in the conduct of this business.

Robert McKiddie

Applicant's Signature

Robert McKiddie

Applicant's Name - Please Print

1/10/22
 Date

***** FOR OFFICE USE ONLY *****

CHECKLIST FOR SUBMISSION:

Signed, completed application

Listing of Corporation Partners/Officers

Menu

Signed, completed agreement

Training Policy ****

Fees (\$1,000 non-refundable application fee; +\$250 per LCC permit)

Please list all stockholders, their addresses and the percentage of stock they each hold:

NAME	ADDRESS	% STOCK
Daniel Koch	19857 Emerald Lane, Clinton Twp	48038 50%
Robert McKiddie	2677 Canfield Trail, Brighton	48114 50%

Evidence of financial responsibility:

Amount of Funds supplied by Principals: \$ 20,000
 Amount to be financed: \$ 350,000
 By Whom? Seller Financed

Personal References:

Business References:

John Kalyvas (313) 605-3405 Bob (Jambuzzies) (586) 246-7488
 Jason Grant (586) 872-1947 Steve (1281) (586) 557-2305
 Sue Tranter (586) 222-6690 Chuck - Elk's Ferndale
 (248) 854-1626

Name and address of closest liquor establishment and distance from proposed liquor establishment .5 miles
Tom's Liquor Store, 20925 Inkster, Farmington Hills

****Applicant must submit in writing, information on training program for employees of establishment relative to the sale of alcohol, checking I.D., etc.

Applicant fully understands that should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny applicant's request or revoke any approvals.

I hereby certify the above information to be true and accurate to the best of my knowledge. I hereby swear that I will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the City of Farmington Hills or the administrative rules of any regulatory agency in the conduct of this business.

Daniel Koch

Applicant's Signature

Daniel Koch.

Applicant's Name - Please Print

Date

1/10/22

***** FOR OFFICE USE ONLY *****

CHECKLIST FOR SUBMISSION:

Signed, completed application
 Listing of Corporation Partners/Officers
 Menu

Signed, completed agreement
 Training Policy ****
 Fees (\$1,000 non-refundable application fee; +\$250 per LCC permit)

(/)

Alcohol Information Management System

Michigan Liquor Control Commission

Check Application Status

You may look up the status on a current application pending with the MLCC through this page.

You do not need to fill out each search box to do a search - for best results enter your request number only and press the search button. A list will appear at the bottom of the page which will include only the request number you entered. You may then click on the request number in that list to open another page with details of the pending request.

You may search using the other search boxes when you do not know the request number but do know other details about the applicant or licensee. If you search using the other search boxes, the resulting list may contain multiple requests related to that search. You may also search by all requests in a specific city, county, or zip code, but that will generate a large list.

After running a search, if you would like to generate a list that you may merge into a letter or print, click the CSV button (for a Comma-Separated Value list), the Excel button (for an Excel spreadsheet list), the Print button to print the list, or the Copy button to copy the data so that you may paste it into a document.

Request Details

Request #

RQ-2112-20052

Licensee

ROB & DAN MULLIGAN'S, INC.

Status

Incomplete Application

Business ID

0275129

LGU

FARMINGTON HILLS CITY

County

OAKLAND

Physical Address

27406 W 8 Mile Rd, Farmington Hills MI, 48336-6200

Go Back

Licenses

Show 10 entries

Copy

CSV

Excel

Print

License #	Group	Type	Status
L-000447420	Retail - On Premises	Class C	Pending
L-000447421	Retail - Off Premises	Specially Designated Merchant	Pending

Showing 1 to 2 of 2 entries

Previous

1

Next

Permits

Show 10 entries

Copy

CSV

Excel

Print

Permit #	Type	Status
21-13694	Sunday Sales (AM)	Pending
21-13695	Sunday Sales (PM)	Pending
21-13696	Dance	Pending

Showing 1 to 3 of 3 entries

Request Transactions

Show10▼entries

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Name	Type
- 002827985	Transfer Ownership (Includes Adding/Dropping Co-Licensees)
Description TRANSFER OWNERSHIP 2021 CLASS C & SDM LICENSE WITH SUNDAY SALES PERMIT (AM), SUNDAY SALES PERMIT (PM) AND DANCE PERMIT FROM MULLIGAN'S PUE	
Status	Pending
Sub-status	
- 002827986	Conditional License
Description CONDITIONAL LICENSE	
Status	Pending
Sub-status	

Activities

Show10▼entries

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Print

Date	Activity Code	Description
01/25/2022	FRADM1	File Returned from Administration
01/25/2022	CONAPP	Conditional License Approved
01/25/2022	CONSCH	Conditional License Scheduled for Commission
01/14/2022	AUTHOR	Authorized for Investigation
01/14/2022	CAMR	Completed Application Meets Requirements
01/14/2022	DOCREC	Additional Documents/Fees Received to Complete Application for Conditional License Application
01/14/2022	PAPREC	Additional Paperwork of Fees Received
01/04/2022	FPRECD	Livescan form received
12/17/2021	DOCREQ	Additional Documents/Fees Requested to Complete Application for Conditional License Application
12/17/2021	ADD PAP	Additional Paperwork or Fees Requested



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

Tuesday, January 18, 2022

Joseph A. Shallal, Attorney
C/O Rob & Dan Mulligan's, Inc.
kristen@momshlaw.com

RID # RQ-2112-20052 **Reference/Transaction:** CONDITIONAL LICENSE, TRANSFER OWNERSHIP 2021 CLASS C & SDM LICENSE WITH SUNDAY SALES PERMIT (AM), SUNDAY SALES PERMIT (PM) AND DANCE PERMIT FROM MULLIGAN'S PUB & GRUB, INC.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Rob & Dan Mulligan's, Inc.

Business address and phone number: 27406 W 8 Mile Rd, Farmington Hills, MI 48336

Home address and phone number of partner(s)/subordinates:

Robert McKiddie, 2677 Canfield Trail, Brighton, MI 48114, C: 313-471-1297

Daniel Koch, 19857 Emerald Lane North, Clinton Township, MI 48038, C: 586-943-3954

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Southfield District Office (313) 456-1170

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

SR

cc: ROB & DAN MULLIGAN'S, INC.: barman157@yahoo.com
FARMINGTON HILLS CITY: psmith@fhgov.com

Mulligan's Pub & Grub

27406 8 Mile Rd. • Farmington Hills 48336 • 248-471-0777

Open at 10:30 am Mon. - Sat. • Noon on Sun.

KENO

BURGERS, SANDWICHES & MORE



1/2 lb. GROUND ROUND*	.....\$9.00.....	WITH CHEESE	..\$9.50
BACON CHEESE BURGER*	.....		..\$10.00
SWISS MUSHROOM BURGER*	.....		..\$10.00
PATTI MELT*	Swiss cheese & grilled onion on rye	.....	..\$10.00
CORN BEEF & SWISS ON RYE	.....		..\$10.00
REUBEN	Corned beef, sauerkraut, & swiss on rye	.....	..\$12.00
GRILLED CHICKEN WRAP	Grilled onion, cheese, lettuce, tomato & ranch	..	\$11.00
GRILLED CHEESE	On texas toast	.....\$5.50.....	WITH BACON.....\$7.00
BLT	On texas toast	.....\$7.00.....	WITH CHEESE ..\$8.00
FISH SANDWICH	On grilled bun served with tartar sauce	.....	..\$8.00
SHRIMP BASKET & FRIES	Served with cocktail sauce	.....	..\$9.00
CHICKEN STRIPS & FRIES	Served with sauce of choice	.....	..\$10.00
WING DINGS & FRIES	Served with sauce of choice	.....	..\$10.00
STEAK HOAGIE & FRIES	.....		..\$11.00

APPETIZERS & SIDES

DEEP FRIED MUSHROOMS	Served with cocktail sauce	.....	..\$8.00
MOZZARELLA CHEESE STICKS	Served with ranch	.....	..\$7.00
MINI TACOS (10)	Topped with cheddar cheese, lettuce & tomato	.....	..\$8.00
SAMPLE TRAY - 3 Chicken Strips, 2 Wings, 3 Cheese Sticks	.....		..\$10.00
SIDE ORDER FRENCH FRIES	.....		..\$4.00
ONION RINGS	.....		..\$6.00
SOUP OF THE DAY	.....CUP \$3.50.....	BOWL	\$5.00
HOMEMADE CHILI	.....CUP \$4.00.....	BOWL	\$6.00

*COOK TO ORDER - Consuming raw or under cooked food
may increase the risk of food borne illnesses

Thank You! Come Again!
Your Hosts - RALPH & PEGGY

Beer
&
Wine
Over



POLICY REGARDING ALCOHOLIC BEVERAGE SALES

It is the policy of this store to obey and uphold Michigan laws regulating the sale of alcoholic beverage products to persons under 21 years of age and any sale to visibly intoxicated persons. This policy includes the following rules regarding the sale of alcoholic beverage products:

1. No sale of alcoholic beverage products to any persons under the age of 21. No one will sell beer, wine, liquor, or any other type of alcoholic beverage, to anyone under the age of 21.
2. If the person appears to be under 35, ask for valid photo identification. Valid photo identification means a driver's license, Michigan I.D. card or military I.D. If there is any doubt about a person's age, do not make the sale. In most if not all cases a person is under 21 if he or she possesses a driver's license that his vertical rather than horizontal.
3. No sales of alcoholic beverage to any adult for use by underage individuals. The clerk will monitor the inside and outside of the store to see if there is any suspicious activity with minors who are attempting to buy alcohol by paying an adult to do it for them. The clerk will refuse any sales if the clerk suspects any such activity.
4. Employees will not accept a note (or any other implied permission) from any person under the age of 21.
5. No sales of alcoholic beverages to anyone who is visibly intoxicated.
6. If a customer complains about this policy, please explain that State Law prohibits the sale of alcoholic beverage products to those under the age of 21, and therefore we refuse to sell to minors.
7. A copy of the law is posted near the cash register. Please read the law carefully. If you have any questions, please ask your supervisor.
8. YOU CAN BE FINED AND INCUR COURT COSTS AND FEES FOR SELLING ALCOHOLIC BEVERAGES TO ANYONE UNDER THE AGE OF 21.

POTENTIAL COSTS FOR SELLING ALCOHOLIC BEVERAGE TO MINORS:

A person who sells, gives, or furnishes any beer, wine, liquor, or any alcoholic beverage in any other form to a person under 21 years of age:

- May be found guilty of a misdemeanor;
- Can be fined for each offense;
- Will incur approximately \$250.00 in court costs;
- Will incur approximately \$500.00 in attorney fees.

FOR A POTENTIAL COST OF \$1,000.00 FOR EACH OCCURRENCE

ATTENTION: Anyone found guilty of any of the previously described violations of the Alcoholic Beverage Act can lead to notification of the Liquor Control Commission and additional fines.

9. Failure to adhere to store policy will result in disciplinary action including termination.

In turn, Management agrees to:

1. Train all employees regarding alcoholic beverage distribution laws including TIPS or TAMS training.
2. Support the judgment of employees in not making sales in any of the above cases.
3. Conduct spot checks to document compliance with the law.
4. Post warning signs against the sale of alcoholic beverage products to minors in accordance with the Alcoholic Beverage Act.
5. Distribute a copy of the state law to all employees and review the law and any changes in the law and in the store policy with our employees.
6. Give a bonus in the amount of \$100.00 to the employee if the employee catches and reports to management a person who is under 21 trying to purchase alcohol.

ACKNOWLEDGEMENT

I understand that the Alcoholic Beverage Act prohibits the sale of alcoholic beverage products to persons under 21 years of age. I have reviewed the materials regarding the sale of alcoholic beverage products to minors and the store policy, and understand that failure to adhere to store policy could result in disciplinary action, including loss of my job, as well as the imposition of a fine, court costs and attorney fees.

I agree to the following rules and company policy about the sale of alcoholic beverage products:

- I will not sell alcoholic beverage products (beer, wine, liquor or similar items) to any person under the age of 21. Initial _____
- If the person appears to be under 35, I will ask for identification. If there is any doubt about the person's age, or the legitimacy of their identification, I will not make the sale. Initial _____
- I will not knowingly sell alcoholic beverage to any adult for use by individuals under the legal age. If I think this is happening, I will not make the sale. Initial _____
- I will not accept a note (or any other implied permission) from any person under the age of 21. Initial _____
- I will not sell alcoholic beverage products to any person who is visibly intoxicated. I understand that key signs showing that a person may be intoxicated include several things including swaying, staggering or stumbling, falling down, bloodshot glassy or drowsy looking eyes, difficulty handling money, slurred, rambling, loud or noisy speech, clumsiness, difficulty standing, aggressive and belligerent behavior, annoying other customers, blank or dazed stare, flushed face, strong odor of alcohol, slow and or slurred responses.

In turn, management agrees to support my judgment in not making sales in any of the above cases.

Employee's signature

Date:

Store Manager's signature

Date:

(This agreement will be maintained in our personnel file as part of your permanent employee records).

ACKNOWLEDGEMENT

I understand that the Alcoholic Beverage Act prohibits the sale of alcoholic beverage products to persons under 21 years of age. I also understand that I cannot sell tobacco products to persons under 21 years of age. I have reviewed the materials regarding the sale of alcoholic beverage and or tobacco products to minors and the store policy, and understand that failure to adhere to store policy could result in disciplinary action, including loss of my job, as well as the imposition of a fine, court costs and attorney fees.

I agree to the following rules and company policy about the sale of alcoholic beverage and tobacco products:

- I will not sell alcoholic beverage products (beer, wine, liquor or similar items) to any person under the age of 21.
- If the person appears to be under 35, I will ask for identification. If there is any doubt about the person's age, or the legitimacy of their identification, I will not make the sale.
- I will not knowingly sell alcoholic beverage to any adult for use by individuals under the legal age. If I think this is happening, I will not make the sale.
- I will not accept a note (or any other implied permission) from any person under the age of 21.
- I will not sell alcoholic beverage products to any person who is visibly intoxicated. I understand that key signs showing that a person may be intoxicated include several things including swaying, staggering or stumbling, falling down, bloodshot glassy or drowsy looking eyes, difficulty handling money, slurred, rambling, loud or noisy speech, clumsiness, difficulty standing, aggressive and belligerent behavior, annoying other customers, blank or dazed stare, flushed face, strong odor of alcohol, slow and or slurred responses.
- I will not sell any tobacco products to any person under the age of 21.

Employee's signature

Date:

Employee's signature

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**REPORT FROM THE CITY MANAGER TO CITY COUNCIL
FEBRUARY 28, 2022**

**SUBJECT: APPROVAL OF PA 210 - COMMERCIAL REHABILITATION DISTRICT
ESTABLISHMENT AND EXEMPTION CERTIFICATE POLICY**

ADMINISTRATIVE SUMMARY

- We are looking to improve our economic development strategy by focusing on our goals which are: to “expand and retain the existing business base and enhance the commitment to the redevelopment of the maturing sections of the city” AND to “assure the continued vitality of Farmington Hills as a premier community by preserving the tax base, the infrastructure, and quality of life”.
- We would like to put forward the newly drafted policy for the use of a Commercial Rehabilitation abatement incentive.
- This economic development tool of opportunity would be used for properties in commercial business enterprises and multifamily residential uses. The abatement incentive is based off taxes generated from new investment for a limited period. New investment would be the rehabilitation of a building(s) of commercial property that is older. Rehabilitation/alteration within this program would also be considered for new construction on vacant property from which a previous structure had been demolished.
- It is our belief that the Commercial Rehabilitation Act could be used as a beneficial tool for substantial developments with a high, positive economic impact or for commercial establishments in dire need. As we continue to explore commercially focused economic development tools for business enterprise locations throughout the city, having this type of incentive would allow the city to continue our pledge in our ongoing vitality efforts and quality of life within these regions.
- We have received a letter of interest in this program from a company with a development proposal. The attached policy has been reviewed and created in conjunction with City Staff and the City Attorney.

RECOMMENDATION

It is recommended that City Council authorize the City Manager to approve the Commercial Rehabilitation Exemption Certificate Policy and to authorize the City Manager and City Clerk to execute the policy on behalf of the City.

Prepared by: Cristia Brockway, Economic Development Director

Reviewed by: Gary Mekjian, City Manager

Approved by: Gary Mekjian, City Manager

City of Farmington Hills

Commercial Rehabilitation District Establishment and Exemption Certificate Policy

I. Overview and Statement of Purpose

- A. The City of Farmington Hills is a vibrant community with significant development and redevelopment projects proceeding on a regular basis, with fair *ad valorem* tax millages and regulatory structures. The City is not, therefore, interested in establishing Commercial Rehabilitation Districts (CRDs) or granting Commercial Rehabilitation Exemption Certificates (CRECs), under the Commercial Rehabilitation Act, PA 210 of 2005, as amended (the “Act”), to most of the commercial properties within the City.
- B. The City’s primary purpose in considering some limited CRDs and CRECs under the Act would be to facilitate, encourage, and incentivize improvements to properties that will bring underutilized existing commercial properties meeting this Policy’s purposes, goals, and criteria into full utilization and compliance with current City land use plans and standards. It is the intent of the City to consider CRECs for large, high-quality investors with considerable long-range and additional benefit to the City and its residents and business community and also for smaller investors or owners with older, obsolete, or economically inefficient properties in need of rehabilitation that will benefit the City and its residents and business community.
- C. The purpose of this policy is to inform the business community and provide goals, procedures, and criteria for City Council and administrative staff in reviewing and determining the merits of applications submitted to the City for the establishment of CRDs and CRECs under the Act. In order to continue the high quality of services expected by Farmington Hills residents and business community, CRDs and CREC requests that do not meet the criteria set forth in this Policy cannot be recommended unless there are sufficiently unique or strategic additional reasons as determined in the discretion of City Council.
- D. The City contemplates that the character of any commercial property rehabilitation project proposed for an exemption certificate in a CRD be consistent with the City’s land use plans for the area. The City also contemplates redevelopment that includes rehabilitation to be established through and in accordance with the planning and zoning process. It is specifically noted that City Council approval of a CRD or CREC shall not be considered, inferred or construed as implying or constituting an indication by City Council that the rehabilitation project complies with the City Zoning Ordinance or any other ordinance or code, or that any zoning, building or other approvals or permits for the rehabilitation project should be or will be approved by the City Council, Planning Commission, Zoning Board of Appeals, or any other City board, commission or administrative official.
- E. Although this Policy is intended to apply to third parties applying for CRDs and CRECs, the City reserves the right, but not the obligation, to establish one or more CRDs in the City, in its sole discretion, as permitted under the Act.

II. Goals

Farmington Hills has developed this Policy for the possible consideration of CRDs and CRECs with goals focused on incentivizing, attracting, and facilitating exceptional projects, significant capital investment, rehabilitation of facilities, architectural excellence, and corporate stewardship.

The City of Farmington Hills may establish a CRD and grant a CREC to further any of the following objectives:

- A. To attract and spur exceptional projects to the City of Farmington Hills in order to provide a greater tax base, without creating a high demand for city services and city-funded infrastructure improvements.
- B. To promote the rehabilitation of economically inefficient, underutilized, or vacant commercial properties that will provide significant benefits to the community, without creating a high demand for city services and city-funded infrastructure improvements.
- C. To encourage and promote significant capital investments that will serve as a catalyst for other significant investments within the community.
- D. To create or retain a significant number of employment opportunities within the community that offer competitive wages within the industry.
- F. To judiciously and prudently use all tools available to improve the quality of life in the City of Farmington Hills, in a manner that assures that the long-term benefits of such action outweigh the short-term costs and foregone revenue.

III. General Eligibility Criteria

Every applicant for a CRD and CREC must meet the following requirements:

- A. All requirements of the Act. In applying the Act and considering applications for CRDs and CRECs: (1) the term “multifamily use” in the Act shall include any use listed in Sections 34-3.1.10.B.i-iv, 34-3.11.B.i-iv, and 34-3.12.B.i-iv of the City Zoning Ordinance as a principal permitted use in the multiple-family residential zoning districts; and (2) the term “commercial business enterprise” in the Act shall include any use listed as a principal permitted or special approval use in any of the B, OS, ES, IRO and LI zoning districts under the City Zoning Ordinance.
- B. For a development seeking to build a new facility on vacant land, there must have been a building or buildings on the property within the previous 15 years that was or were for a commercial business enterprise or multifamily residential use, which building or buildings have since been demolished.
- C. There must be no outstanding code violations on the property that will not be resolved through the proposed redevelopment or rehabilitation.
- D. Rehabilitation/construction value hard costs must be equal to at least the current real property building value. Deferred and normal maintenance costs and hazardous material remediation are ineligible for inclusion in the rehabilitation/construction value hard cost amount.
- E. The approved site plan for the proposed and final configuration of the property must comply to the fullest extent possible with current Farmington Hills zoning ordinance and development standards.

- F. Configuration of rehabilitated or proposed structures must comply with current Farmington Hills Fire Code and Michigan Building Codes and also with all codes and requirements applicable to fire suppression systems, fire alarm/voice alarm communication systems, and Barrier Free Access.

IV. Review Criteria Specific to CREC Requests

In connection with the City's review and consideration of a CREC application under the Act, the following criteria will be used to evaluate specific requests in terms of the **net benefit to the City and its residents and businesses**, and to determine the number of years of the CREC. In supplementation of the information submitted pursuant to the state's form application, the applicant shall provide **sufficient information** from qualified sources to the City to allow the City to conduct a full and complete review of the stated criteria in the Act and this Policy.

- A. The value or cost of the proposed improvements (i.e., the capital investment)
- B. A description of the quality of the proposed construction (architectural drawings, site plans, building materials, etc.)
- C. The expected economic life of the improvements
- D. The functionality of the site and aesthetic value with the improvements, which may include, but are not limited to, the following considerations:
 - Exterior improvements
 - Building expansions
 - Site improvements
 - Interior improvements
 - Façade improvements
 - Environmental sustainability improvements
- E. The total projected local abatement amount
- F. Any additional costs to the City, direct or indirect (e.g. increased demands on the city government services, direct competition with existing businesses within the area, additional required infrastructure, public safety impacts, traffic concerns, and the like), that will be experienced as a result of the rehabilitation/redevelopment
- G. The estimated number of jobs added or retained by the proposed facility improvement, and, if jobs are to be added, the period of time over which they will be added
- H. The extent to which the applicant commits to the use of local (City of Farmington Hills) vendors, suppliers, professionals, and contractors
- I. The extent to which the project will enhance opportunities for other existing or planned businesses in the City of Farmington Hills as part of the overall net economic benefits of the project to the City and its businesses and residents

- J. The environmental impact of the project and improvements—on woodlands, wetlands, storm water, air quality, etc.
- K. The extent to which the project will provide public benefits, which may include but are not limited to the following:
- Contributes to the renewal of areas in need of redevelopment, development, and/or rehabilitation
 - Provides significant economic and/or employment opportunities
 - Significantly, and noticeably, restores or improves property to an economically efficient condition
 - Helps provide access to services for residents, visitors, and other businesses
 - Provides significant pedestrian features and/or enhancements
 - Provides improvements and features that promote environmental sustainability
 - Preserves historical elements
 - Provides recreational outdoor uses
 - Provides public gathering/event space
 - Maintains or enhances the appearance and character of the area
 - Provides public art displays
 - Enhances safety surrounding the building
 - Improves public safety features, e.g., improved turn radius for Fire Department equipment, external lighting, etc.
 - Provides significant landscaping improvements, new landscaping for new development, complete landscaping redesign
 - Encourages owner occupied uses for residential units
 - Increases public tax base
 - Provides a new amenity within the area
 - Introduces new technologies

V. Limitations

- A. The maximum time period for a CREC is 10 years.
- B. Construction of improvements must not have started more than 6 months before the City's receipt of an application for the CREC and must be located in a CRD established before the commencement of the project.
- C. There must be no outstanding taxes, fines, or liens owed by the applicant or entity with regard to the property at issue.
- D. The City may approve a transfer of an existing CREC if a new business or existing business purchases or leases property which has an existing certificate in effect pursuant to the provisions of PA 210, 2005 as amended, provided: (1) the new owner or lessee shall make an application for a transfer of the CREC to the new owner or lessee immediately, but no longer than six (6) months after a change in ownership occurs; and (2) The property, holder of the CREC and proposed transferee are in compliance with all conditions and requirements of the existing CREC; (3) the proposed transfer would be consistent with this Policy and any amendments made to this Policy in effect at the time a request for a transfer is made.

- E. No extensions of a CREC will be authorized.
- F. As a condition of receiving a CREC pursuant to this Policy, a business must continue to operate the facility for which the CREC is granted for twice the term of the CREC. If a business vacates or fails to operate the facility for which the CREC is granted for the period of time outlined above, then it shall be liable for restitution to the City and repayment of any property tax savings that benefitted the business due to the existence of the CREC, beginning with the initial effective year of the CREC, and such amount shall be a lien on the property until paid.
- G. A business requesting a tax incentive for a facility under a lease must provide proof that the lease includes an initial length of lease equal to the business residency requirement as outlined above. Options to extend a lease will not be counted as part of the initial term of the lease.

VI. Agreement Required

As a requirement for or condition of approval of a CREC, the applicant must enter into a written agreement with the City that is acceptable to the City and includes, as a minimum:

- A. The term of the CREC and the agreement;
- B. Any conditions required by the City Council and this Policy in connection with the grant of the CREC, as to which the City reserves all rights to determine in the interests of the City;
- C. A requirement that the holder of the CREC shall submit an annual report to the City Manager the status of construction completion, the local vendors contracted to provide good or services, the number of new jobs created since issuance of the CREC, property taxes paid, and any other reporting requirements established by the City with respect to the information stated in this Policy and/or provided by the applicant, whether required and described under the Act itself or established by the City as appropriate to the project and the agreement;
- D. Events of default, including (by way of example only) any of the following:
 - 1) Closure, or abandonment, or discontinuation of operation of the facility;
 - 2) Change of use;
 - 3) Failure to use local vendors as represented to the City;
 - 4) Failure to create new jobs as represented to the City;
 - 5) Failure to complete construction as represented to the City;
 - 6) Failure to meet any reporting requirements;
 - 7) Delinquency with regard to property taxes and/or to timely and properly follow legal procedures for contest;
 - 8) Failure to comply with local ordinances; and
 - 9) Assignment or transfer without approval of the City;
- E. Restitution and repayment provisions consistent with this Policy, under which the City will be paid back the amount of the property tax savings that benefitted the business in the event of certain kinds of defaults.

VII. General Procedures

- A. The applicant must submit any application form prepared by the City and an application provided by the State of Michigan. Each application will be reviewed and considered on its own individual merits, on a case-by-case basis, with respect to the achievement of the purposes and goals of the City and satisfaction of the criteria and limitations, as outlined in this Policy and the Act.
- B. Applicants bear the burden of proof and must substantially satisfy provisions of this Policy and the Act at initial application in order to be considered.
- C. Review of applications shall be as required by statute. When the Farmington Hills City Council reviews an application under the Act and this Policy, it may approve, deny, or approve the proposal with conditions applicable to the request. Any approval of a CREC shall not be effective until the Agreement required under this Policy is fully executed and any approval conditions required to be addressed prior to the effectiveness of the approval are satisfied.
- D. All procedures, rights, and obligations concerning CRDs and CRECs are subject to the Act, this Policy, and the signed Agreement described in this Policy.
- E. The City reserves the sole discretion, to the fullest extent available under the law, to review each application and determine whether the request meets the City's purposes, goals, criteria, conditions and limitations in this Policy and under the Act, and to determine whether the project would be beneficial to the City, whether the applicant merits consideration, whether any other conditions exist that affect the City determination to grant or deny an application, and whether the objectives, priorities, or conditions of the community have changed.

Signed by:

Gary Mekjian, City Manager

Pamela B. Smith, City Clerk

Date: _____

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – February 28, 2022

SUBJECT: Consideration of Award of Contract for the Heritage Hills and Wedgwood Commons Subdivision Road Reconstruction Program, Phase II in Section 4

Administrative Summary

- In November 2018, voters approved the City Charter Amendment to Transition to a Local Road Millage. This millage replaced the City's local road special assessment process for funding local road reconstruction.
- The City currently rates the paved public roads utilizing the Pavement Surface Evaluation and Rating (PASER) system which is a widely accepted system used throughout the country. Michigan's Transportation Asset Management Council has adopted the PASER system for measuring statewide pavement conditions in Michigan.
- The City utilizes a PASER rating of 2.75 or less to qualify local roads and subdivisions for consideration of reconstruction. The paved roads within the project area have an average PASER rating of 2.57, making the project a high priority candidate. After the millage was passed, authorization to bid this project for reconstruction was received.
- All the roads in the project area consist of concrete pavement. This proposal is for the second of a multi-phase, multi-year project which will be bid each year. Phase I was completed in 2021. The roads will be reconstructed to local road standards with removal and replacement of the existing pavement surface, underlying base, and curb and gutter.
- The project was publicly bid and advertised on the Michigan Intergovernmental Trade Network (MITN) with bids opened on February 11, 2022.
- The lowest bidder is Florence Cement Company, Shelby Twp, MI in the amount of \$4,569,898.14.
- Heritage Hills and Wedgwood Commons Subdivision is a large project area and includes 6.4 miles of local roads. The project will be constructed in four (4) or more phases over a multi-year period. Constructing the overall project in phases should maximize the number of prospective bidders. This also ensures that each phase can be completed in a one-year construction season. Construction of Phase II is anticipated to begin in April 2022 with completion in October 2022.

RECOMMENDATION

IT IS RESOLVED, the Heritage Hills and Wedgwood Common Subdivision Road Rehabilitation Program, Phase II be awarded to Florence Cement Company in the amount of \$4,569,898.14.

IT IS FURTHER RESOLVED, the City Manager and the City Clerk be authorized to execute the contract on behalf of the City.

Support Documentation

On February 11, 2022, three (3) bids were received for the above-referenced project.

Florence Cement Company has successfully completed similar projects for the City of Farmington Hills and their work has been satisfactory. Florence was the subcontractor for the Heritage Hills and Wedgwood Commons Phase I Road Rehabilitation project, as well as the Stone Creek and Westlake Estates Phase I and Phase II Road Rehabilitation project completed in 2021. Our consultant, Hubbell Roth & Clark has verified their references with other communities and found them to be positive and supportive of awarding this project. It is our opinion they can adequately perform the work as outlined in the contract.

Due to current pandemic restrictions, public Open House meetings for the local road projects will not be held. A mailing notice will be sent to all residents and property owners within the project area that will include staff contact information, instructions for signing up for the project-specific Listserv, as well as “Frequently Asked Questions” for the project. The mailing will also provide a contact name and phone number for anyone requesting a one-on-one consultation to address any further questions they may have. This information will also be posted to the City’s website.

To provide further outreach, a second mailing will be provided to all residents and property owners prior to construction beginning to identify the Construction Inspector assigned to the project, his or her contact information and to identify the prime contractor that was awarded the contract. Additional periodic mailings will occur for the duration of the construction.

BID SUMMARY – CONCRETE

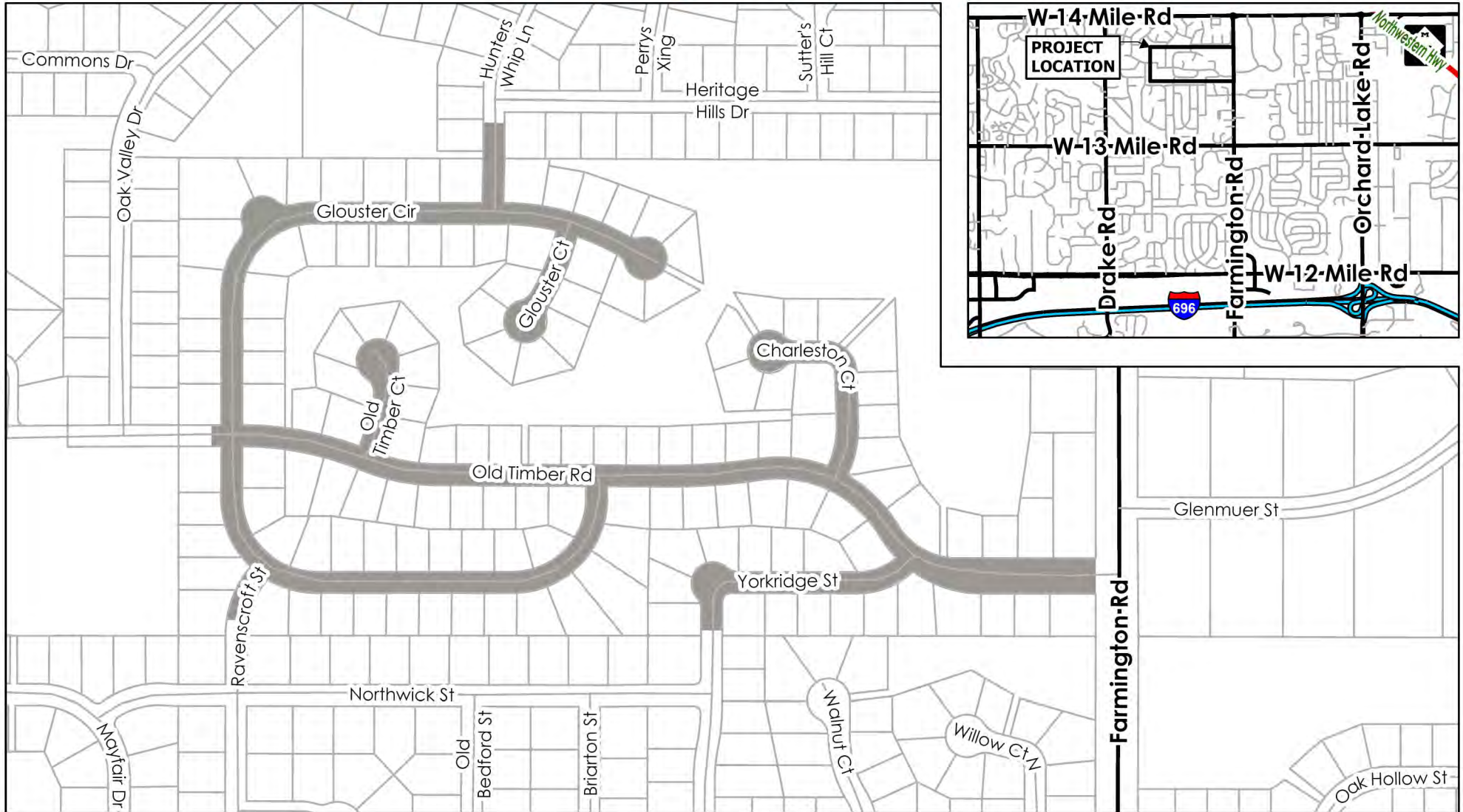
<u>CONTRACTOR</u>	<u>PHASE II</u>
Fonson Company, Inc. Brighton, MI	\$5,173,815.59
Mark Anthony Contracting, Inc. Milford, MI	\$4,903,409.09
Florence Cement Company Shelby Twp, MI	\$4,569,898.14

Table Description: Summary of bid results for the Heritage Hills and Wedgwood Commons – Phase II Rehabilitation Program

Prepared by: Mirandi Alexander, Civil Engineer
Reviewed by: James Cubera, P.E., City Engineer
Karen Mondora, P.E., Director of Public Services
Kelly Monico, Director of Central Services
Approved by: Gary Mekjian, P.E., City Manager

City of Farmington Hills

Heritage Hills & Wedgwood Commons - Phase II



Legend



Proposed Road Rehabilitation

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – February 28, 2022

SUBJECT: Consideration of Award of Contract for the City Hall Campus Parking Lot Replacement Project

Administrative Summary

- The City's Capital Improvement Plan includes rehabilitation of City parking facilities.
- In early 2020, the City received bids for this project, however, at the time, the decision was made to defer the project.
- The current 2021-2022 Capital Improvement Plan budget includes funding for rehabilitation of the parking lots on the City Hall Campus north of Fire Station #5 and the main parking area and aisles south of Eleven Mile Road and east of the police station, as per the attached exhibit.
- The project was publicly rebid and advertised on the Michigan Intergovernmental Trade Network (MITN) with bids opened on February 11, 2022.
- The lowest bidder who has demonstrated the ability to complete the work is Nagle Paving Company. Their bid was in the amount of \$316,487.98.
- Construction is anticipated to begin in April with completion in July.

RECOMMENDATION

IT IS RESOLVED, the City Hall Campus Parking Lot Replacement Project be awarded to the lowest competent bidder, Nagle Paving Company, in the amount of \$316,487.98, and

IT IS FURTHER RESOLVED, the City Manager and the City Clerk be authorized to execute the contract on behalf of the City.

Support Documentation

The City of Farmington Hills has budgeted for the replacement of the City Hall Campus parking lots located at 31555 Eleven Mile Road. These parking lots include the public lot that services the Police Station, the public lot that services City Hall and Fire Station No. 5 as well as the other two lots adjacent to City Hall (see attached map).

On February 11, 2022, seven (7) bids were received for the above-referenced project (see Bid Summary). The low bid is competitive with current prices in today's market.

Nagle Paving Company has previously completed many projects for the City of Farmington Hills. In 2020, they completed the Stonewood Court rehabilitation project. They have also completed the 2021 Local Roads HMA Rehabilitation Project. They received favorable referrals from the City of Livonia and the City of Northville. It is our opinion that Nagle Paving Company can adequately perform the work outlined in the contract.

BID SUMMARY

<u>CONTRACTOR</u>	<u>TOTAL</u>
Nagle Paving Company Novi, MI	\$316,487.98
Hutch Paving, Inc. Warren, MI	\$333,000.00
Best Asphalt, Inc. Romulus, MI	\$359,778.60
Al's Asphalt Paving Co. Taylor, MI	\$363,674.50
Asphalt Specialists, Inc. Pontiac, MI	\$365,390.60
Spartan Paving, LLC Waterford, MI	\$372,346.35
T & M Asphalt Paving, Inc. Milford, MI	\$382,247.00

Table Description: Summary of bid results for the City Hall Campus Parking Lot Replacement Project

Prepared by: Kristina Geelhood, Civil Engineer I

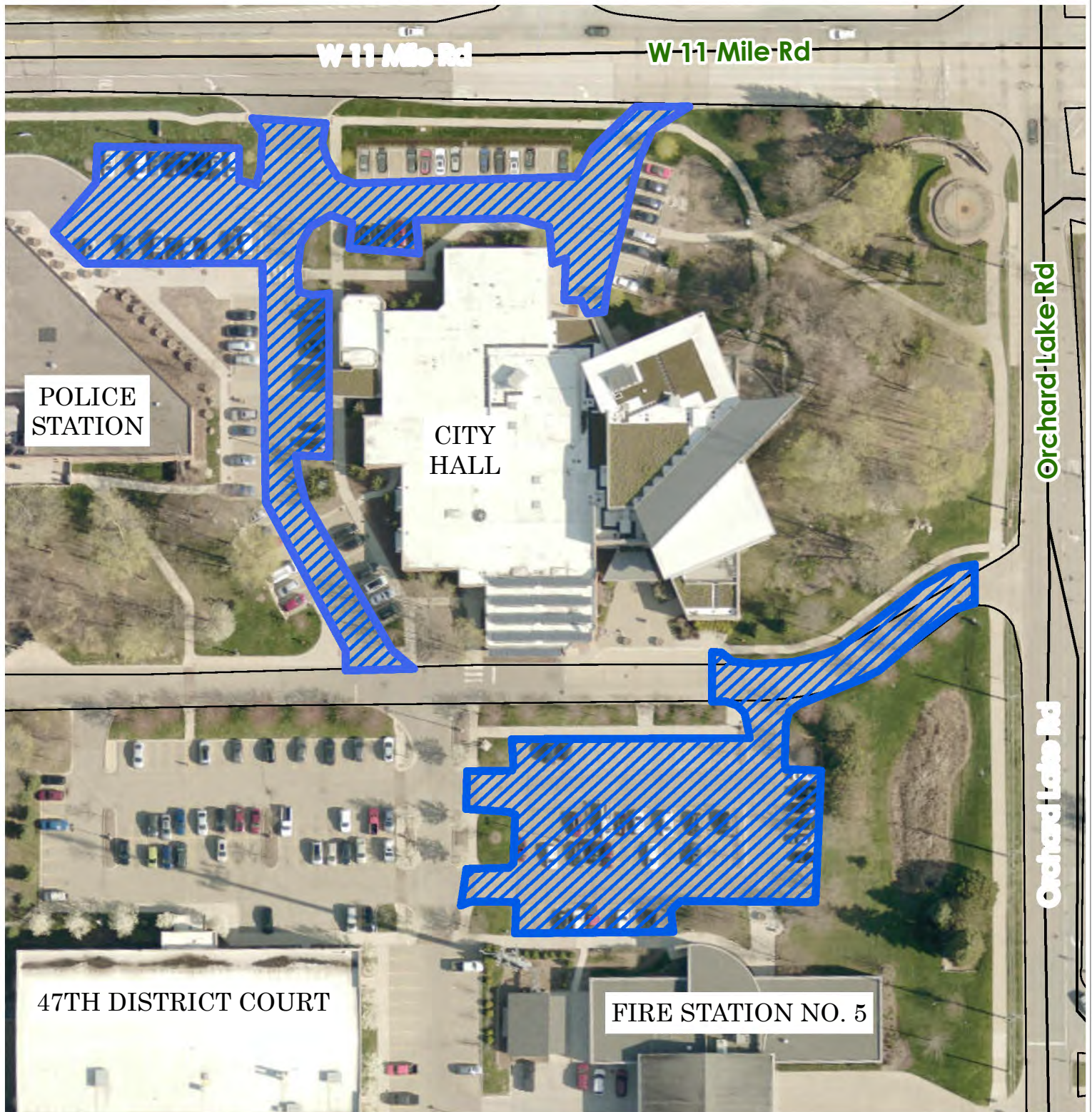
Reviewed by: James Cubera, P.E., City Engineer

Departmental Authorization by: Karen Mondora, P.E., Director of Public Services

Kelly Monico, Director of Central Services

Approval by: Gary Mekjian, P.E., City Manager

City of Farmington Hills
Department of Public Services
City Hall Campus Parking Lot Replacement Project



**CITY MANAGER REPORT TO THE CITY COUNCIL
FEBRUARY 28, 2022**

SUBJECT: AWARD OF ARMORED COURIER-REMOTE SAFE SERVICES

ADMINISTRATIVE SUMMARY:

- **Request for proposals** were advertised, posted on the City's e-procurement system and, after one postponement to encourage additional responses, opened and read aloud on January 26, 2022, for Armored Courier-Remote Safe Services. Notification was sent to over fifty (50) vendors, and after a one-week postponement, the City received one (1) response from PNC Bank, N.A. The Adopted FY 2021-22 Budget includes funding to procure Armored Courier-Remote safe services for the secure transportation of cash deposits from City facilities to the City's banking institutions.
- **The City's current approach** involves many hours of City staff (including Special Services staff and uniformed City Police Officers) couriers cash deposits daily both to and from City facilities and to the City's depository bank, Comerica Bank.
- **PNC Bank's proposal** centers around their Remote Safe Solution hardware and technology. PNC Bank will install four Remote Safes, one at City Hall in Treasury, one at the Hawk Administrative offices, one at the City's Ice Arena, and one at the Farmington Hills Golf Pro Shop. PNC Bank has a contract with Brink's Armored Transportation Services to pick up and deliver cash deposits from these locations to PNC Bank, which will be the City's new cash depository bank. Checks are not covered by this arrangement; they will be scanned directly to Comerica Bank, and all other services currently provided by Comerica Bank will remain in place. City staff will deposit all cash into the PNC Remote Safes, which will immediately credit the funds to the City's PNC Bank account, upon which time the cash in the Remote Safes will become the property and responsibility of PNC Bank and Brink's Armored Transportation Services as PNC Bank's contracted courier.
- **Advantages of the PNC Remote Safe and Armored Courier Proposal vs. the current City approach:** The above arrangement will provide instant credit for City cash deposits and will provide the best possible security and associated risk management for cash deposits, as well as saving many hours of staff time currently dedicated to transporting cash between various City locations and to the Bank.
- **Funds are available in the Amended FY 2021-22 General Fund Budget** to cover the costs for the proposed PNC Bank's contract. The cost of this contract is estimated to be as follows, and sufficient funds are available in the Amended FY 2021-22 General Fund Budget:
 - FY 2021-22 (remainder of FY): \$9,858
 - FY 2022-23: \$28,226
 - FY 2023-24: \$28,226
 - FY 2024-25: \$28,226
 - FY 2025-26: \$28,226
 - FY 2026-27 (part of FY, ending at 5 year mark): \$18,368
- Funds are also available to install security cameras at each Remote Safe location, which is required under the terms of the proposed PNC Bank's contract and would be completed by the City separately in FY 2021-22 at a cost of \$6,000.

RECOMMENDATION:

In view of the above, it is recommended that City Council authorize the City Manager to sign a contract with PNC Bank, N.A. for Armored Courier-Remote Safe Services in the estimated amounts indicated above. In addition, it is recommended the City Council authorize the City Manager to issue purchase orders for Remote Safe Solution and Courier Services to PNC Bank, N.A. for a period of 5 years, with no more than three (3) addition one (1) year renewals upon mutual consent between the City and PNC Bank N.A.

Prepared by:	Debbie Shires, Deputy City Treasurer
Reviewed by:	Michelle Aranowski, Senior Buyer
Reviewed by:	Thomas Skrobola, Finance Director
Reviewed by:	Kelly Monico, Director of Central Services
Approved by:	Gary Mekjian, City Manager

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL
February 28, 2022**

SUBJECT: REPLACEMENT- TOTALED MARKED POLICE FLEET VEHICLE

ADMINISTRATIVE SUMMARY

- On January 29, 2022, a police vehicle was struck by a citizen's vehicle, which caused extensive damage to a Police Department vehicle. The insurance company determined that the damage was extensive enough to declare the vehicle "totaled."
- Each year the City of Farmington Hills participates in cooperative or extendable bids with various agencies including the State of MI, Oakland County & 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.
- The Police Department obtained a quote for a replacement vehicle based on the aforementioned contract and determined a 2022 Ford Police Interceptor purchased from Signature Ford, utilizing the Macomb County Contract Bid #21-18 program was the lowest priced vehicle which best met their needs.
- The vehicle purchased includes a minimum three-year or 36,000 mile bumper to bumper warranty and a 100,000 miles or 60 months powertrain warranty.
- Funding for the vehicle will be provided partially from MMRMA, who has placed an actual cash value at \$18,500.00. MMRMA will also cover the costs to replace any additional police equipment that was damaged during the accident. That cost has not been estimated yet due to the vehicle currently being de-commissioned. The cost of the new vehicle under Macomb County Contract Bid # 21-18 is \$34,129.00. The Police Department would pay the remaining \$15,629.00 out of the current Vehicle Maintenance Account.

RECOMMENDATION

Based on the above information, it is recommended that City Council authorize the City Manager to issue a purchase order to Signature Ford for a 2022 Ford Police Interceptor in the amount of \$34,129.00.

Prepared by: Jeff King, Chief of Police

Reviewed by: Kelly Monico, Director of Central Services

Reviewed by: Thomas Skrobola, Finance Director

Approved by: Gary Mekjian, City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – February 28, 2022

SUBJECT: Consideration of Award of Contract for the Farmington Freeway Industrial Park Phase 1 – Commerce Drive Reconstruction Project in Section 30

Administrative Summary

- This is a multiyear phased project and includes the reconstruction of the roads in the industrial park, south of 10 Mile Road and west of Halsted Road.
- This first phase includes Commerce Drive, south of Research Drive.
- The City currently rates the paved public roads utilizing the Pavement Surface Evaluation and Rating (PASER) system which is a widely accepted system used throughout the country. Michigan's Transportation Asset Management Council has adopted the PASER system for measuring statewide pavement conditions in Michigan. This not only includes the residential streets in the City but also our major roads and industrial roads.
- The paved roads within the project area have PASER ratings ranging from 2.0 to 3.0, making the project a strong candidate for reconstruction. This construction is funded by the City's major road account which typically comes from gas tax and the major road millage.
- The road will be rehabilitated to industrial road standards with removal of the existing concrete surface and underlying base. Replacement will consist of a new thicker concrete surface on an improved aggregate base. New curb and gutter and underdrain will also be constructed with this project. In addition, there are a few areas throughout the project where storm sewer will be removed and replaced.
- This project was publicly bid and advertised on the Michigan Intergovernmental Trade Network (MITN) with bids opened on February 18, 2022.
- The lowest bidder who has demonstrated the ability to complete the work is Mark Anthony Contracting, Inc. Their bid was in the amount of \$2,132,547.07.
- Construction is anticipated to begin in April, weather permitting, with completion by September.

RECOMMENDATION

IT IS RESOLVED, the Farmington Freeway Industrial Park Phase 1 – Commerce Drive Reconstruction Project be awarded to the lowest competent bidder, Mark Anthony Contracting, Inc., in the amount of \$2,132,547.07, and

IT IS FURTHER RESOLVED, the City Manager and the City Clerk be authorized to execute the contract on behalf of the City.

Support Documentation

The City of Farmington Hills has budgeted for the rehabilitation of Commerce Drive, south of Research Drive. The bid is within the budgeted amount.

This project will maintain the existing lane configurations. As stated above, an industrial strength pavement on a thick aggregate base will replace the existing roadway with all new curb and gutter and underdrain. Several storm sewer pipes will be removed and replaced as well.

On February 18, 2022, four (4) bids were received for the above-referenced project (see Bid Summary). The low bid, provided by Mark Anthony Contracting, Inc., is competitive with current prices in today's market.

Mark Anthony Contracting, Inc. was a concrete paving subcontractor for the Halsted Road Reconstruction (I-696 to 12 Mile Road) Project for the City of Farmington Hills in 2019. They have also performed similar work and have been a prime contractor for projects with the Road Commission of Oakland County, the City of Roseville, and the City of Royal Oak. It is our opinion they can adequately perform the work as outlined in the contract.

In light of current events, public Open House meetings for City road projects will not be held. A mailing notice will be sent to all of the property owners within the project area that will include staff contact information, instructions for signing up for the project-specific Listserv, as well as "Frequently Asked Questions" for the project. The mailing will also provide a contact name and phone number for anyone requesting a phone consultation to address any further questions they may have. This information will also be posted to the City's website. The City's Economic Development Director will also be assisting in property owner outreach.

To provide further outreach, a second mailing will be provided to all property owners prior to construction beginning to identify the Construction Inspector assigned to the project, his or her contact information and to identify the prime contractor that was awarded the contract. Additional periodic mailings and/or hand delivered notices will be provided to residents for the duration of the project.

BID SUMMARY

<u>CONTRACTOR</u>	<u>TOTAL</u>
Mark Anthony Contracting, Inc. Milford, MI	\$2,132,547.07
Florence Cement Company Shelby Twp, MI	\$2,260,504.90
Fonson Company, Inc. Brighton, MI	\$2,433,529.00
Hard Rock Concrete, Inc. Wayne, MI	\$2,575,810.25

Table Description: Summary of bid results for the Farmington Freeway Industrial Park Phase 1 – Commerce Drive Reconstruction Project

Prepared by: Natasha Sonck, Civil Engineer I

Reviewed by: James Cubera, P.E., City Engineer

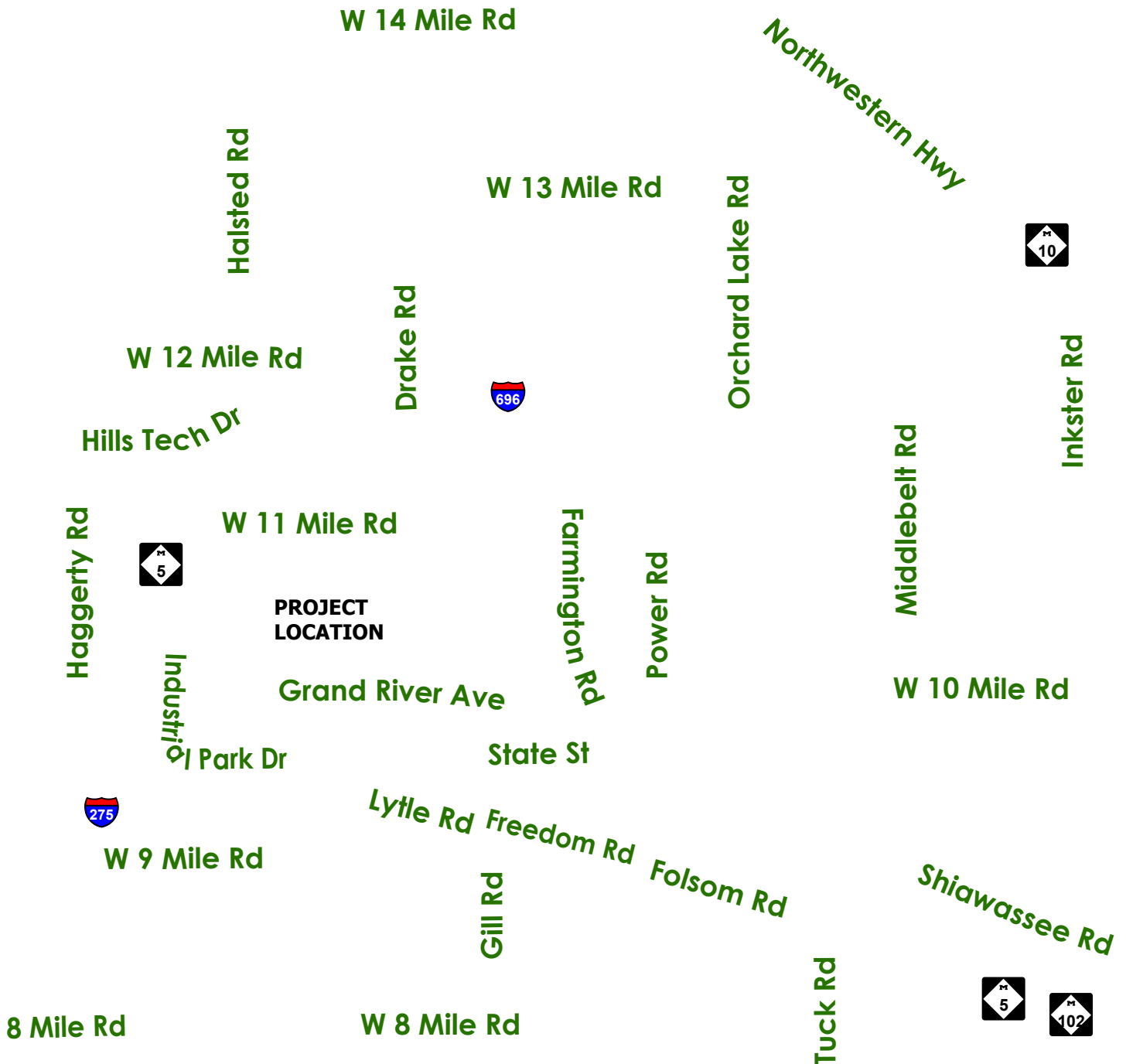
Michelle Aranowski, City Purchaser

Departmental Authorization by: Karen Mondora, P.E., Director of Public Services

Approval by: Gary Mekjian, City Manager



City of Farmington Hills
Department of Public Services
Farmington Freeway Industrial Park - Phase 1
Commerce Drive Reconstruction



REPORT FROM THE CITY MANAGER TO CITY COUNCIL – February 28, 2022

SUBJECT: Consideration of Award of Contract for the Whitlock Street Gravel Conversion Project in Section 34

Administrative Summary

- In November 2018, voters approved the City Charter Amendment to Transition to a Local Road Millage. This millage replaced the City's local road special assessment process for funding local road reconstruction. A portion of the funding generated from this millage is designated for the conversion of gravel roads to hard surface pavement where it is requested by a majority of the property owners.
- In March 2019, City Council adopted the Policy for Converting Gravel Public Roads to Paved Roads.
- Since that time, several gravel roads have gone through the procedure to convert a gravel road to pavement. Whitlock Street received its authorization by City Council on January 13, 2020, after an informational meeting, submittal of a majority petition, and a public hearing.
- The City Engineering Division hired an engineering consultant to prepare construction documents, including plans and specifications, for bidding.
- The southern approximately 600 feet of Whitlock is zoned for industrial use and will be paved to industrial road standards. The existing gravel roadway will be removed, and the road will be constructed with concrete on a new aggregate stone base with curb and gutter. This will also include storm sewer improvements. The remaining portion of Whitlock Street, as well as the unpaved portion of Salvador Street, will be paved to local road standards. The existing gravel roadway will be removed, and the road will be paved with an asphalt surface on a new aggregate stone base.
- The project was publicly bid and advertised on the Michigan Intergovernmental Trade Network (MITN) with bids opened on February 18, 2022.
- The lowest bidder who has demonstrated the ability to complete the work is Hutch Paving, Inc. Their bid was in the amount of \$1,446,335.40.
- Construction is anticipated to begin in April, weather permitting, with completion by September.

RECOMMENDATION

IT IS RESOLVED, the Whitlock Street Gravel Conversion Project be awarded to the lowest competent bidder, Hutch Paving, LLC, in the amount of \$1,446,335.40, and

IT IS FURTHER RESOLVED; the City Manager and the City Clerk be authorized to execute the contract on behalf of the City.

Support Documentation

On February 18, 2022, four (4) bids were received for the above-referenced project (see Bid Summary). The low bid, provided by Hutch Paving, Inc., is competitive with current prices in today's market.

Hutch Paving, Inc., has successfully completed the Canfield Avenue Gravel Conversion Project for the City of Farmington Hills in 2020. They have also performed similar work for the City of Royal Oak and the Charter Township of Canton. It is our opinion they can adequately perform the work as outlined in the contract.

In light of current events, public Open House meetings for City road projects will not be held. A mailing notice will be sent to all residents and property owners within the project area that will include staff contact information, instructions for signing up for the project-specific Listserv, as well as "Frequently Asked Questions" for the project. The mailing will also provide a contact name and phone number for anyone requesting a one-on-one consultation to address any further questions they may have. This information will also be posted to the City's website.

To provide further outreach, a second mailing will be provided to all residents and property owners prior to construction beginning to identify the Construction Inspector assigned to the project, his or her contact information and to identify the prime contractor that was awarded the contract. Additional periodic mailings and/or hand delivered notices will be provided to residents for the duration of the project.

BID SUMMARY

<u>CONTRACTOR</u>	<u>TOTAL</u>
Hutch Paving, Inc. Warren, MI	\$1,446,335.40*
Springline Excavating, LLC Farmington Hills, MI	\$1,562,950.82
Fonson Company, Inc. Brighton, MI	\$1,693,972.67
Fessler and Bowman, Inc. Flushing, MI	\$1,820,727.00

Table Description: Summary of bid results for the Whitlock Street Gravel Conversion Project

*Corrected Total

Prepared by: Natasha Sonck, Civil Engineer I

Reviewed by: James Cubera, P.E., City Engineer

Michelle Aranowski, City Purchaser

Departmental Authorization by: Karen Mondora, P.E., Director of Public Services

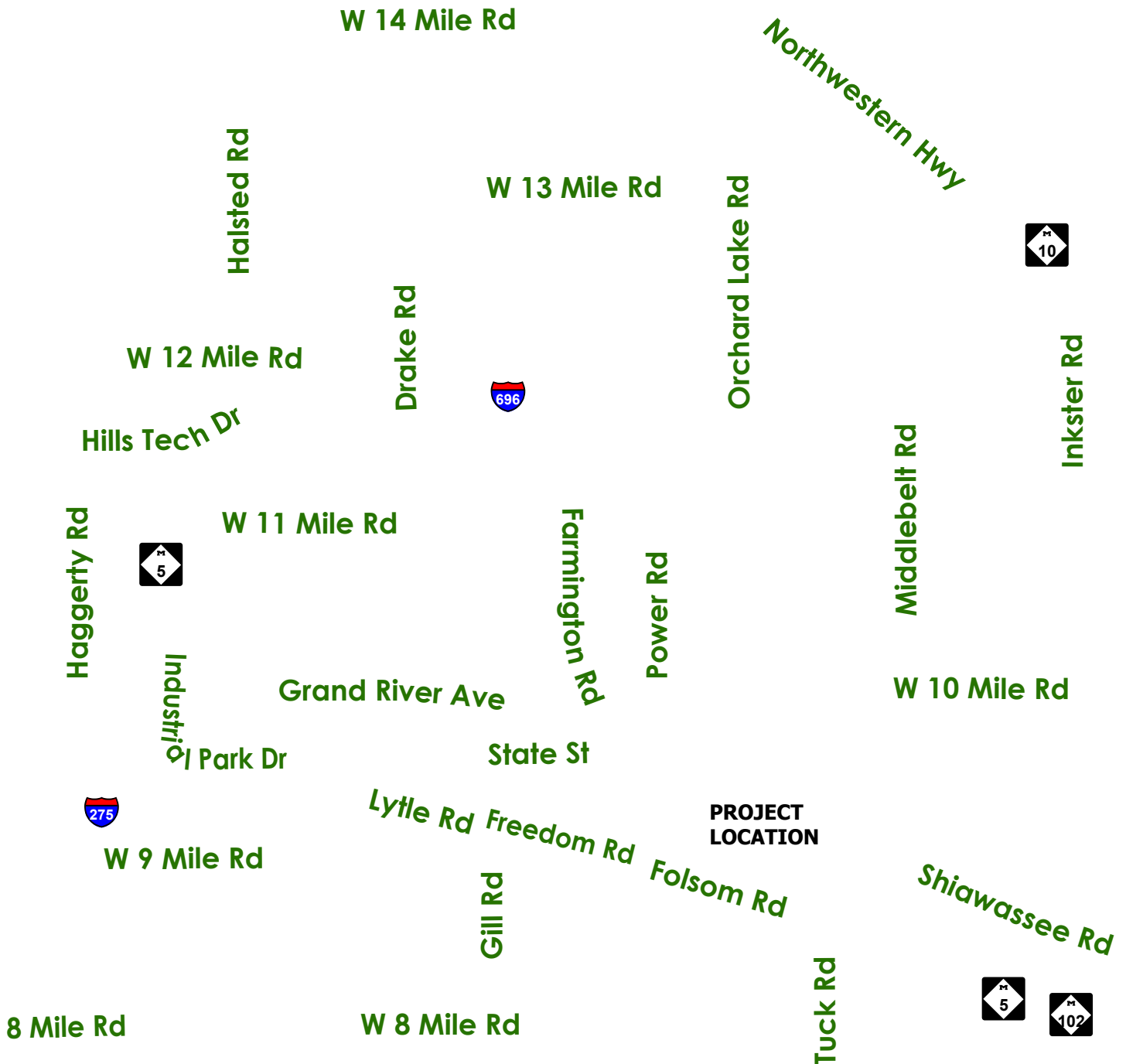
Approval by: Gary Mekjian, P.E., City Manager



City of Farmington Hills

Department of Public Services

Whitlock Street Gravel Road Conversion



REPORT FROM THE CITY MANAGER TO CITY COUNCIL
February 28, 2022

SUBJECT: AWARD OF BID FOR UNIFORM LAUNDRY/DRY-CLEANING SERVICES

ADMINISTRATIVE SUMMARY

- Sealed bids were advertised, available on the MITN e-procurement system, and after one postponement to encourage additional bids, opened and read aloud on February 22, 2022, for uniform laundry/dry-cleaning services for Police and Fire personnel. Bid notification was sent to sixteen (16) vendors. The City received two (2) bids. Uniform cleaning services are provided to designated uniform personnel by union contract and departmental policy.
- The attached bid tabulation is based on one year's estimated usage without factoring in employee time off; therefore, it represents higher quantities than what is actually used. Unit prices do not change during the initial three (3) years of the contract period but usage may vary based upon departmental demand. In fiscal year 2020/2021, approximately \$25,000 was spent on uniform cleaning services (including alterations).
- The specification term for this agreement is three (3) years with three (3) additional one year extensions upon mutual agreement between the City and awarded vendor.
- Police, Fire and Central Services staff have reviewed the responses and it was determined that the lowest qualified bidder is Perfect Cleaners. Perfect Cleaners is our current vendor, and the city has been satisfied with their services. Their pricing is the most competitive, they have excellent references, they have a production cleaning facility within 15 minutes from the City which ensures timely delivery, they offered to extend pricing after the initial contract period at two (2)% increase and they have performed this service for the City for the past ten (10) years in a satisfactory manner.
- Uniform Laundry/Dry Cleaning services are budgeted in the Police & Fire operating budget.

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to issue purchase orders for uniform cleaning to Perfect Cleaners for an estimated annual amount of \$25,000 per year, for three (3) years. In addition, it is recommended that the City Council authorize the City Manager to issue purchase orders for uniform cleaning to Perfect Cleaners for three (3) additional one year extensions at the approved 2% per year increase upon mutual consent between the City and Perfect Cleaners.

Prepared by:	Michelle Aranowski, Senior Buyer
Reviewed by:	Kelly Monico, Director of Central Services
Reviewed by:	Jon Unruh, Fire Chief
Reviewed by:	Jeff King, Police Chief
Approved by:	Gary Mekjian City Manager

City of Farmington Hills

Bid Tabulation

itb-fh-21-22-2325

Uniform Cleaning

Opened 2/22/2022

RECOMMEND FOR AWARD

ITEM	TOTAL MONTHLY ESTIMATE	Frejat Enterprises LLC DBA Champs Cleaners Clarkston, MI		Perfect Cleaners Detroit, MI	
		Unit Price	Total \$ per Month	Unit Price	Total \$ per Month
DRY CLEANING					
SHIRTS-MILITARY PRESS	200	\$ 3.75	\$ 750.00	\$ 2.50	\$ 500.00
PANTS-SLACKS	150	\$ 3.75	\$ 562.50	\$ 2.50	\$ 375.00
SUIT COAT OR BLAZER	30	\$ 3.75	\$ 112.50	\$ 4.50	\$ 135.00
WINTER JACKETS (WITH LINING)	10	\$ 8.95	\$ 89.50	\$ 7.00	\$ 70.00
SPRING JACKETS	30	\$ 7.95	\$ 238.50	\$ 4.50	\$ 135.00
BLOUSES	15	\$ 3.75	\$ 56.25	\$ 2.50	\$ 37.50
TIES	15	\$ 1.60	\$ 24.00	\$ 1.50	\$ 22.50
SWEATER	15	\$ 3.75	\$ 56.25	\$ 2.50	\$ 37.50
LAUNDRY					
DRESS SHIRTS	445	\$ 3.75	\$ 1,668.75	\$ 2.50	\$ 1,112.50
PRISONER WEAR & SHOES	5	\$ 4.60	\$ 23.00	\$ 2.50	\$ 12.50
BLANKETS	60	\$ 4.60	\$ 276.00	\$ 2.00	\$ 120.00
MOP HEADS	3	\$ 4.60	\$ 13.80	\$ 3.50	\$ 10.50
PANTS	500	\$ 3.75	\$ 1,875.00	\$ 2.50	\$ 1,250.00
SWEATSHIRT	25	\$ 3.75	\$ 93.75	\$ 2.50	\$ 62.50
POLO SHIRT	40	\$ 3.75	\$ 150.00	\$ 2.50	\$ 100.00
GRAND TOTAL PER MONTH (estimate)			\$5,989.80		\$3,980.50
GRAND TOTAL PER YEAR (estimate)			\$71,877.60		\$47,766.00
ALTERATIONS					
SHORTEN/LENGTHEN PANTS/SLACKS			\$8.00		\$12.50
TAKE IN/OUT PANTS/SLACKS			\$12.00		\$13.50
SHORTEN/LENGTHEN SLEEVES			\$20.00		\$13.50
TAKE IN/OUT SUIT COAT/BLAZER			\$20.00		\$15.00
REPLACE ZIPPER IN PANTS			\$15.00		\$15.00
TAPER DRESS UNIFORM SHIRTS			\$15.00		\$12.50
% per year (beginning at year 4)			6.70%		2.00%
Extend to MITN within 30 miles			NO BID		NO BID

Bid notification was sent to over 16 vendors. We received zero (0) "No-Bids.

RED FONT INDICATES A CORRECTED AMOUNT

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
February 28, 2022

SUBJECT: CONSIDERATION OF APPROVAL OF AN AGREEMENT WITH FLOCK GROUP, INC. TO PROVIDE LICENSE PLATE DETECTION SYSTEM TECHNOLOGY AND SERVICES.

ADMINISTRATIVE SUMMARY

- This item concerns a proposed agreement for Flock Group, Inc. (also called Flock Safety) to provide and install software and hardware for automatic license plate detection and related services. As described at City Council's February 14, 2022 Study Session, the system captures images of vehicle make, type, color, license plate and car features but does not provide an image of the car occupants. The system also captures audio evidence such as screeching tires, breaking glass and gunshots and time stamps the occurrence. Police will be able to use search criteria to find critical evidence captured by the system to assist in solving crime.
- Flock Safety will install 40 cameras at locations throughout the City designated by the Farmington Hills Police Chief. Installations of cameras at some locations may require permits from the Road Commission, Michigan Department of Transportation, and the City.
- The Flock Systems LPR is unique as it is specifically designed to work with law enforcement agencies. The system creates an integrated network of cameras and databases enabling law enforcement agencies to share data among police agencies and alert those agencies when a suspect vehicle is detected. While there are other License Plate Reading (LPR) systems on the market, most are targeted at private sector business, such as towing companies and do not possess the robust collaborative functionality found in the Flock System. Other communities in Michigan already have agreements in place and are using the system. These communities include Detroit, Southfield, Warren, Grand Rapids, Waterford, Flint, and Kalamazoo.
- Once installed and operational, the Police Department will have developed a policy and/or protocols applicable to the system and technology. The Citizen Advisory group established by the Police Department will provide input to the Police Chief on the use of this technology.
- If approved, it is anticipated that installation of the system will be completed by August. The City will have a 60-day free trial period. If the Department finds the trial period successful, the City will begin a two-year agreement with Flock Safety at a cost of \$100,000 or \$2,500 a camera. Flock Safety is waiving implementation fees. This cost includes hardware, software and support services. The City will have the right to terminate the agreement at a cost of \$250 per camera. This amount will increase to \$500 per camera if the agreement is signed after March 1, 2022.

RECOMMENDATION

In view of the above, it is recommended that:

The City Council of Farmington Hills approves and authorizes the City Manager to sign the proposed agreement and associated contract documents with Flock Group, Inc. to provide license plate detection system technology and services for Police Department and law enforcement purposes, subject to final review and approval of the contract documents by the Police Chief and City Attorney.

Prepared by: Jeff King, Chief of Police
Reviewed by: Michelle Aranowski/Jack Li, Central Services/IT Department
Approved by: Gary Mekjian, City Manager Farmington Hills

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the City of Farmington Hills, through its police department with an address of 3155 W. Eleven Mile Road, Farmington Hills, MI 48336 (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. “**Agency Hardware**” shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Agency Hardware**” excludes the Embedded Software

1.3 “**Authorized End User(s)**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

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1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Non-Agency End User(s)**” shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

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1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

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2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock

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reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 ***Designated Locations.*** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather,

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theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency shall assist Flock with obtaining (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power. Agency is solely responsible for any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units

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for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

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2.1 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by the Michigan Freedom of Information Act, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same security precautions

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to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, subpoena or Freedom of Information Act request, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency.

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Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following receipt of initial

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invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement*

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*will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

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6.5 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.4, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY ’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED

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“AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF MICHIGAN.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Neither Party is responsible or liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party. Flock is not responsible for any or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY,

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AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF MICHIGAN.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Unless provided otherwise by law, each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Except as otherwise provided by law, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

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9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

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10.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located, which is Michigan. The parties hereto agree that jurisdiction and venue would be proper in the State or federal Court in Michigan. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL STUDY SESSION MEETING
COMMUNITY ROOM
FEBRUARY 14, 2022 – 6:00PM

The study session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 6:00pm.

Council Members Present: Barnett, Boleware, Bridges, Bruce, Knol, Massey, and Newlin

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Directors Mondora, Monico and Skrobola, Police Chief King, Fire Chief Unruh and City Attorney Joppich

WEBSITE DEMONSTRATION

Kelly Monico, Director of Central Services, provided an overview for City Council of the website refresh including how to search and improvements made. She stated that the new format would be easier to use with mobile devices.

Mayor Barnett suggested that once the tax payment deadline had passed that the link for that on the homepage of the website then include information for property tax assistance for residents that may have been unable to pay their taxes. She wanted this link to include services and information that could help residents in those situations.

SMART CITY INITIATIVES

Director Monico stated that smart city initiatives was discussed at the City Council goals session and she reviewed where the city is today and how it has laid the ground work for becoming a smart city, which included:

- Employing Plante and Moran
- Staff attendance at a Smart Cities conference
- Speaking with other communities about their Smart City initiatives
- Discussing best practices
- Met with SiFi who is installing city-wide broadband and speaking with their partners to learn more about how this can be used for Smart City initiatives
- Learning about funding sources
- Holding a visioning session with staff

From the visioning session with staff, the initial focus suggested was public health, safety and welfare and several initial projects suggested included:

- Smart traffic signals
- Digitized signage throughout the city
- Road sensors
- Event sensors
- Public safety drones

Director Monico noted that the next steps would be to engage stakeholders, develop and adopt a data management policy to protect the data received, research funding sources, budget for projects on an annual basis and commit to smart cities technology going forward.

Questions and suggestions of City Council included:

- Timeline for SiFi to complete the broadband installation
- Suggested contracting out someone to research and write grants on behalf of the city
- Including privacy provisions when developing a data management policy
- Questioned if there was a Smart Cities qualification process
- Traffic light sensors was a number one priority of one council member
- Suggested a resolution of intent to be a Smart City

Karen Mondora, Director of Public Services, responded that SiFi had 3 years to complete their task from the time they signed their agreement with the city.

Director Monico responded that Plante and Moran has grant writers on staff that could be used early on to assist the city if needed with that source of funding. She added that there is no official qualification for becoming a Smart City and that it is a term used; however, there have been awards given to the “Most Smart City”.

It was noted that a resolution of intent was not necessary but pointed out that the Innovation, Energy and Environmental Sustainability Committee was established for this purpose.

Director Monico she stated that while a resolution of intent may not be necessary, she agreed it was a good idea to communicate to the residents what the city is doing to progress in this manner.

City Manager Mekjian explained that the city would like to start a Flock System as a pilot program for a first project.

Police Chief King explained that a Flock System would allow for cameras to be installed throughout areas of the city that could recognize make and models and/or license plates of vehicles that might be critical in cases where vehicles were used in crimes. He stated that the system does not identify persons or include facial recognition and that it would only potentially identify vehicles or the license plate of a vehicle. Chief King explained how the software works and how data is stored. He added that the software can also be used for traffic counts. During the pilot program, there would be no cost to the city; but if the city determined to maintain the system after the pilot program it would cost \$2500 per camera, per year to lease.

Council inquired how the department would safeguard use of the system for predatory policing and how the software alerts the police department of a vehicle in question.

Chief King stated that this system would only trigger on what he permits in the system and as with all police department programs, there would be strict oversight.

The pilot program would include 40 cameras for a 60-day period. He confirmed in response to Council that there would be an evaluation of the equipment to test for accuracy based on the criteria included in the program.

City Council consensus was for staff to pursue the Flock System pilot program.

JUNETEENTH AS A CITY HOLIDAY

City Manager Mekjian stated that this topic was also discussed at the goals session and questions that staff had was whether Council wanted a holiday with city hall closed or a floating holiday where the city is open but staff could take another day off of their choice. Staff was seeking direction as this would have to be negotiated with the bargaining units and the majority of them were opening up for negotiations very soon. From the goals session, City Council had asked for staff to review the following:

- What other communities are doing
- Budgetary impact
- The possibility of swapping out one holiday for another

City Manager Mekjian reviewed what other local communities and counties were doing and most had not discussed or were doing anything at this time as their bargaining units had already settled contracts. He mentioned that Southfield was closing for the holiday and Genesee County had ratified 3 of its contracts that replaced Presidents Day holiday with the Juneteenth holiday.

Tom Skrobola, Finance Director, explained that as far as a budgetary impact, closing city hall on that day would cost approximately \$60,000 and having a floating holiday would cost approximately \$90,000 due to the need to backfill some positions at time and a half.

Discussion was held and the consensus of Council was that they would prefer to eliminate the floating holiday for Columbus Day and provide the Juneteenth holiday as a day off with city hall closed.

ADJOURNMENT

The study session meeting adjourned at 7:22pm.

Respectfully submitted,



Pamela B. Smith, City Clerk

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
FEBRUARY 14, 2022 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 7:34pm.

Council Members Present: Barnett, Boleware, Bridges, Bruce, Knol, Massey, and Newlin

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Directors Monico and Schnackel and City Attorney Joppich

PLEDGE OF ALLEGIANCE

State Senator Jeremy Moss and State Representative Samantha Steckloff led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Massey, support by Knol, to approve the agenda as published.

MOTION CARRIED 7-0.

PROCLAMATION RECOGNIZING FEBRUARY 2022 AS BLACK HISTORY MONTH

The following Proclamation was read by Council Member Bridges:

**PROCLAMATION
Black History Month
February 2022**

WHEREAS, the City of Farmington Hills takes pride in recognizing February 2022 as Black History Month, celebrating the many notable contributions that Black individuals have made to our community, our country, and our world; and

WHEREAS, we applaud the vast cultural, economic, political, and social contributions made by the African Americans who helped to build this great nation and honor their valuable contributions to professional fields including education, law, government, science, business, sports, the arts, and brave service in the United States Armed Forces; and

WHEREAS, we embrace the multicultural diversity of Black people in Farmington Hills, and express our gratitude for how their influence enriches the history and culture of our City, and unites and sustains us as a community; and

WHEREAS, we uplift our African American community leaders, business owners, and professionals and promote the Black community as part of the rich tapestry of our whole inclusive Farmington Hills community; and

WHEREAS, we encourage all people to recognize issues of systemic racism, disparity in Black health and wellness, and the centuries of struggles that have brought us to this moment in time as we confront inequities and work to strengthen our community so that all Black people feel welcomed, valued, and celebrated for their accomplishments.

NOW, THEREFORE, BE IT RESOLVED that I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim February 2022 as **Black History Month** and call upon our citizens, public and private institutions, businesses, and schools to honor the history and achievements of Black Americans and reflect upon efforts needed to create a world that is more just, equitable, and prosperous for all people.

Mayor Barnett mentioned that Dr. Patricia Coleman-Burns could not be present this evening to accept the proclamation but that it would be mailed to her.

PROCLAMATION DECLARING FEBRUARY 2022 AS UNITED WAY FOR SOUTHEASTERN MICHIGAN 2-1-1 MONTH

The following Proclamation was read by Council Member Bruce and accepted by Cassie Thierfelder of United Way of Southeastern Michigan:

**PROCLAMATION
Declaring February 2022 as
United Way for Southeastern Michigan 2-1-1 Month**

WHEREAS United Way for Southeastern Michigan is dedicated to ensuring all households in southeast Michigan are stable and all children are set up to thrive; and

WHEREAS, United Way for Southeastern Michigan is the operator of Michigan 2-1-1 for Oakland County, which launched in 2002 and expanded to Southeastern Michigan in 2005; and

WHEREAS, Michigan 2-1-1 is a service provided at no cost to Michigan residents that connects them with thousands of health and human services agencies and resources in their communities - quickly, easily, and confidentially; and

WHEREAS the Michigan 2-1-1 helpline is available 24 hours a day, 365 days a year via phone, email, live chat, and online databases; and

WHEREAS Michigan 2-1-1 has supported our region during natural disasters, including the recent flooding, and global crises, including providing information about COVID-19 testing and vaccination locations; and

WHEREAS more than 22,000 individuals from Oakland County contacted 2-1-1 for assistance with housing, job training, utility assistance, food, and other resources in the last year alone; and

WHEREAS the people of the City of Farmington Hills recognize United Way for Southeastern Michigan's 2-1-1 service as a valued community asset and are grateful to the dedicated Community Care Advocates at 2-1-1 for their efficient, effective, and compassionate response to the growing needs of those in our communities; and

WHEREAS February 11th is 2-1-1, a date that represents Michigan 2-1-1, and the service provided by 2-1-1 Community Care Advocates, which is celebrated throughout the month of February each year.

NOW, THEREFORE, BE IT RESOLVED that I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim February 2022 as **United Way for Southeastern Michigan 2-1-1 Month** in the City of Farmington Hills and encourage all citizens to join in recognizing this organization and its service to the community.

CORRESPONDENCE

Mayor Barnett acknowledged e-mail correspondence received regarding minimum water billing. She stated that this will be forwarded to staff who can contact the resident to explain why the city has the minimum water bill cost they have versus other communities.

CONSENT AGENDA

MOTION by Bridges, support by Massey, to approve consent agenda as read.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

PUBLIC QUESTIONS AND COMMENTS

State Senator Moss provided an update on:

- New Senate District Boundaries; he expressed his disappointment that he would no longer represent Farmington Hills after December 31, 2022
- Bills to increase transparency and ethics in state government to apply FOIA to legislature and Governor's Office
- Proposed changes to voting laws, many making it more difficult to vote
- Initiative petitions for ballot proposals and re-introduction of Bills to ensure better governing practices over ballot petitions
- Bills for a climate resiliency plan and weatherization and disaster relief navigator grant program to address power outages and provide resources and encourage weatherization of homes and emphasizing emergency notification system

State Representative Steckloff provided the following update:

- Approximately \$1 million dollars was brought to Farmington Hills, including \$500,000 for the Holocaust Memorial Center, a crisis intervention center for the Police Department, Fire Department trailer and EV charging stations.
- She is serving on a special task force, Future of Mobility, and working with auto industries,

manufacturers of charging stations, engineers, etc., to discuss creating electric roads. There is a Governor proposal for a mile long stretch of road to be a free-charging road in Detroit; and an 8-Bill package is proposed to create a system for funding to offer programs for cities as well as school districts for when electric school buses come on board.

- New economic strategic fund for historic investments mainly in manufacturing areas.
- Budget update on monies allocated for roads, bridge repair, revenue sharing, schools and universities; and supplemental budgets to assist local communities with funding for body cameras, crisis management, mental health and continued hazard pay for front line workers
- New grants available for theaters, movie theaters, gyms and concert venues

Senator Moss added that there are also proposed supplemental budgets for public safety and water infrastructure to support vulnerabilities in communities.

Council members had the following comments or inquiries:

- Could theater grants be used for the city community center theater
- Applauded Senator Moss for pushing transparency in state government
- Requested more funding for the Michigan State Police Department to address speeding on local highways
- Ensure that money allocated to health care workers go to the individuals and not the hospitals

In response to Council, Representative Steckloff stated that the theater grants are for private businesses like the Players Barn not municipalities; but it could help local community theaters, gyms and museums. She added that funding has been allocated to recruit qualified officers, assist with police academies and resources for officers moving to a job from out of state, pay raises and hazard pay; but she will also make note about the need for funding for State Officers to address speeding. Representative Steckloff also commented on how the legislature is proposing to turn the money around more quickly.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

There were no Council Member comments or announcements.

CITY MANAGER UPDATE

City Manager Mekjian made the following comments:

- Special Olympic Polar Plunge took place on Saturday, thank you to the participants who raised over \$12,000 on behalf of the city
- Thank you to city departments for their efforts in handling the current winter storm
- Passports will soon be by appointment only due to the increase in requests

NEW BUSINESS

CONSIDERATION OF APPROVAL OF APPOINTMENTS TO ECONOMIC DEVELOPMENT CORPORATION AND INNOVATION AND ENERGY AND ENVIRONMENTAL SUSTAINABILITY COMMITTEE.

Mayor Barnett suggested two separate motions as she wished to postpone appointments to the Innovation, Energy and Environmental Sustainability Committee.

MOTION by Knol, support by Boleware, that the City Council of Farmington Hills hereby postpones the appointments to the Innovation, Energy and Environmental Sustainability Committee to the next regular meeting of February 28, 2022.

MOTION CARRIED 7-0.

MOTION by Massey, support by Bridges, that the City Council of Farmington Hills hereby confirms the Mayor's recommendation to appoint Eunice Jeffries to the Economic Development Corporation with a term ending February 1, 2028.

MOTION CARRIED 7-0.

CONSIDERATION OF AN APPEAL OF A FREEDOM OF INFORMATION ACT (FOIA) REQUEST DATED OCTOBER 13, 2021.

City Attorney Joppich explained that when a person makes a request for records under the Freedom of Information Act and any portion of the records are denied, the applicant has the right to appeal that decision to City Council. In this case, the applicant was granted a requested incident report, in part, and it was also denied, in part, as portions of the information contained in the incident report were redacted. The applicant, Mr. Oppertausser, has submitted two previous appeals for this same information. He noted that Mr. Oppertausser is present and should be permitted to make his presentation as to why he believes this information should be released. Attorney Joppich clarified that the decision of Council following the presentations of the applicant and City Attorney Young would be to either uphold the decision of the FOIA Coordinator or to reverse the decision and have the city release the redacted information or reverse the decision in part to release a portion of the redacted information.

Mr. Oppertausser explained that information provided in the past for the same FOIA request was different than what was provided to him in his most recent request and he provided documents to support this statement. He added that he does not believe the exemption cited in the city's response letter applied to his request. He confirmed he has appealed the redaction of information on this report in the past but reiterated that the most recent report was different than what was previously provided. He believes the information provided to the officer by the complainant was false and he was being accused of acting in a way that was harmful to himself and others, which he claims put the Police Department on defense when approaching him.

Mayor Barnett expressed concern with the applicant wanting the phone number of the complainant in this case as she did not see what good that would do now that the incident was over and that the purpose of the privacy act was to protect people from being contacted or potentially harassed.

Mr. Oppertausser explained that the report stated the complainant was his sister and he does not believe that it was and if he knew the phone number, he could confirm whether or not that statement was true. He also believed that by law he had the right to confront his accusers and vindicate himself. He stated that this has been ongoing for 2.5 years so he does not believe this is the end of it.

City Attorney Carlito Young explained that he was present this evening to discuss whether the information was properly disclosed under the State statute. The exemptions noted in the FOIA Coordinator's response referenced the Privacy Act and the Lien Statute, which are called out in the Freedom of Information Act as permitted exemptions. He added that the law referenced in Mr. Oppertausser's appeal is federal law and would not be applicable to the city. He discussed the concern with disclosing contact information that is covered under the Privacy Act and what could occur if that information is disclosed. He acknowledged that there were some discrepancies in what was disclosed previously and he believes this was due to Mr. Oppertausser's previous appeal and decision that some information did pertain to him and since he was the one requesting it that more of the information could be released. Attorney Young explained that the contact information and Lien information requested in all appeals relating to this report has not been released and he sees no reason to release that information now. He added that the city is prohibited from releasing Lien information unless there was a court order.

Discussion was held and Council inquired about the following:

- Whether the information would be subject to disclosure in the case of a lawsuit
- Mr. Opperthausen's options if this person complains again and he believes the complaints were made falsely
- Whether the phone number could be released if the complainant agreed to that and why the federal law did not apply.

Attorney Young explained that the focus of FOIA is to disclose information and be transparent as to how government operates and exemptions are in place to protect certain privacies. He stated that providing a phone number does not disclose to the public how government operates. He stated that he could not speak to a lawsuit as that was beyond the scope of what was being discussed this evening but Mr. Opperthausen certainly had the right to obtain an attorney to explore his options. As far as the complainant permitting their phone number to be released, he would suggest to staff in that scenario that this permission was submitted to the city in writing and if so, he would not object to the city releasing that information; but that was not the scenario this evening.

In response to Council, Attorney Young stated that federal law does not apply as the city is not a federal entity.

MOTION by Bridges, support by Boleware, that the City Council of Farmington Hills hereby affirms the Police Department's redaction and denial of the contact information and LEIN information in this matter for the following reasons:

1. Both FOIA Section 13(1)(a) and legal precedent in Michigan support redacting an individuals' personal contact information, including that individual's personal phone number
2. The redacted LEIN information is non-public information and exempt from disclosure under FOIA Section 13(1)(d) and the LEIN statute.
3. The federal FOIA law referenced in Mr. Opperthausen's appeal does not apply to the matter involving the City's Police Department

MOTION CARRIED 7-0.

CONSENT AGENDA

RECOMMENDED APPROVAL OF AWARD OF CONTRACT FOR THE NORMANDY HILLS SUBDIVISION WATER MAIN CONSTRUCTION PROJECT TO F.D.M. CONTRACTING, INC. IN THE AMOUNT OF \$2,255,551.30. CMR 2-22-09

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby approves the Normandy Hills Subdivision Water Main Construction Project be awarded to the lowest competent bidder, F.D.M. Contracting, Inc. of Shelby Township, Michigan in the amount of \$2,255,551.30, and

IT IS FURTHER RESOLVED, that the City Council authorizes the City Manager and City Clerk to execute the contract on behalf of the City.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF AWARD OF BID FOR AN ICE RESURFACER TO FRANK J ZAMBONI & CO, INC. IN THE AMOUNT OF \$109,995.52. CMR 2-22-10

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase order for an Ice Resurfacer to Frank J Zamboni & Co, Inc. in the amount of \$109,995.52.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF AWARD OF CONTRACT FOR DPW JANITORIAL SERVICES TO LGC GLOBAL ENERGY FM IN THE AMOUNT OF \$20,060, WITH POSSIBLE EXTENSIONS. CMR 2-22-11

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby authorizes the City Manager and City Clerk to sign a contract with LGC Global Energy FM for DPW Janitorial Services in the amount of \$20,060, with possible extensions.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF AWARD OF PROPOSAL FOR SOFT DRINK POURING CONTRACT FOR SPECIAL SERVICES TO PEPSI BEVERAGES COMPANY FOR A FIVE-YEAR TERM, WITH POSSIBLE EXTENSIONS. CMR 2-22-12

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby authorizes the City Manager to sign a contract with the Pepsi Beverages Company for a five (5) year term for a soft drink pouring contract for the William Costick Activities Center, Parks Maintenance Building, Golf Course, Driving Range, Ice Arena, Heritage Park, Farmington Hills Community Center (HAWK), Longacre House and Founders Sports Park and for additional one (1) year renewals, not to exceed seven (7) renewals, under the same terms and conditions, by mutual consent between the City of Farmington Hills and Pepsi Beverages Company.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF PAYMENT TO GUARDIAN PLUMBING FOR EMERGENCY REPAIR OF 3RD FLOOR PLUMBING ISSUE AT THE HAWK IN THE AMOUNT OF \$12,215.09. CMR 2-22-13

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby authorizes payment to Guardian Plumbing for emergency repairs of the 3rd floor plumbing at The Hawk in the amount of \$12,215.09.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF RESCHEDULING THE MARCH 14, 2022 REGULAR CITY COUNCIL MEETING TO MARCH 21, 2022.

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby reschedules the regular City Council meeting of March 14, 2022 to March 21, 2022.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF THE CITY COUNCIL GOALS STUDY SESSION MEETING MINUTES OF JANUARY 22, 2022.

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby approves the City Council goals study session meeting minutes of January 22, 2022.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF THE CITY COUNCIL STUDY SESSION MEETING MINUTES OF JANUARY 24, 2022.

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby approves the City Council study session meeting minutes of January 24, 2022.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

**RECOMMENDED APPROVAL OF THE CITY COUNCIL REGULAR SESSION MEETING
MINUTES OF JANUARY 24, 2022.**

MOTION by Bridges, support by Massey, that the City Council of Farmington Hills hereby approves the City Council regular session meeting minutes of January 24, 2022.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY, AND NEWLIN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

ADDITIONS TO AGENDA

There were no additions to the agenda.

ATTORNEY REPORT

The attorney report was received by Council.

ADJOURNMENT

MOTION by Knol, support by Massey, to adjourn the regular session City Council meeting at 9:00pm.

MOTION CARRIED 7-0.

Respectfully submitted,



Pamela B. Smith, City Clerk