

**AGENDA**  
**CITY COUNCIL MEETING**  
**NOVEMBER 25, 2024 – 7:30PM**  
**CITY OF FARMINGTON HILLS**  
**31555 W ELEVEN MILE ROAD**  
**FARMINGTON HILLS, MICHIGAN**  
Telephone: 248-871-2410 Website: [www.fhgov.com](http://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 Active Assailant Response 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*

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

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

**REGULAR SESSION MEETING**

**CALL REGULAR SESSION MEETING TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

1. Approval of regular session meeting agenda
2. Proclamation recognizing [November 30, 2024 as Small Business Saturday](#)

**ANNOUNCEMENTS/PRESENTATIONS FROM CITY BOARDS, COMMISSIONS AND PUBLIC OFFICIALS**

**CORRESPONDENCE**

**CONSENT AGENDA - (See Items No. 5-15)**

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

**CONSENT AGENDA ITEMS FOR DISCUSSION**

**COUNCIL MEMBERS' COMMENTS AND ANNOUNCEMENTS**

**CITY MANAGER UPDATE**

**PUBLIC HEARING:**

3. Public hearing and consideration of the INTRODUCTION of an Ordinance to amend the Farmington Hills Code of Ordinances, Chapter 34, "Zoning" in order to restate certain permitted and special approval uses, in particular regarding Gas Stations, Car Washes, and Auto Repair Shops; to establish or clarify standards for approval or redevelopment of uses; and to address drive-through window standards. [CMR 11-24-114](#)

**NEW BUSINESS:**

4. Consideration of approval of the INTRODUCTION of an Ordinance to authorize the conveyance of city owned property, parcel 22-23-34-408-009, to Claudio Rodrigo Aguilera Quezada. [CMR 11-24-115](#)

**CONSENT AGENDA:**

5. Recommended approval of award of bid for the purchase and installation of lockers in the women's locker room at the Police Department to Shelving.com in the amount of \$26,953. [CMR 11-24-116](#)
6. Recommended approval of award of bid for body and paint repairs of a 2016 pumper fire truck to Tilleda Paint & Body LLC in the amount not to exceed \$36,987.50. [CMR 11-24-117](#)
7. Recommended approval of bid waivers for all budgeted Instructors, Speakers, Artists, Musicians and Performers for a period of three years. [CMR 11-24-118](#)
8. Recommended approval of a resolution to vacate a watermain easement located at 35700 Twelve Mile Road. [CMR 11-24-119](#)
9. Recommended approval of Assignment of Easement located along the southside of Biddestone Lane, East of Farmington Road to the Evergreen-Farmington Sanitary Drain Drainage District. [CMR 11-24-120](#)
10. Recommended approval of a cost participation agreement with the Road Commission for Oakland County for the culvert repair project on Middlebelt Road over the Shiawassee Tributary. [CMR 11-24-121](#)
11. Recommended approval of amendments to the Defined Contribution Plan Policy. [CMR 11-24-122](#)
12. Recommended approval of setting the [City Council goals session date of January 11, 2025](#).
13. Recommended approval of a request for employment under Section 10.01A of the City Charter for a [Laborer 1 - Golf](#).
14. Recommended approval of City Council [study session meeting minutes](#) of November 11, 2024.
15. Recommended approval of City Council [regular session meeting minutes](#) of November 11, 2024.

**ADDITIONS TO AGENDA**

**PUBLIC COMMENTS**

Limited to three (3) minutes for any item of City business not on the agenda.

**ADJOURNMENT**

Respectfully submitted,

Carly Lindahl, City Clerk

Reviewed by:



Gary Mekjian, City Manager

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



**PROCLAMATION**  
**Small Business Saturday®**  
**Nov. 30, 2024**

**WHEREAS,** the City of Farmington Hills celebrates local small businesses and recognizes that they create jobs, boost the economy and help to preserve our community; and,

**WHEREAS,** the City of Farmington Hills is home to more than 5 thousand businesses that are owned and operated by hard-working people of all kinds. Of each dollar spent at local businesses, 70 cents stays local and recirculates to other area businesses. Shopping small represents your community support and a fellow community member's dream; and,

**WHEREAS,** Michigan has more than 900 thousand small businesses that amount to more than 99% of Michigan businesses. Small businesses are defined as having fewer than 500 employees, which account for nearly 2 million employees, representing nearly half of Michigan workers; and,

**WHEREAS,** consumers who shop on Small Business Saturday® are making a conscious commitment to support small, independently owned businesses and make purchases with a positive impact; and,

**WHEREAS,** Small Business Saturday® is an important part of small businesses' busiest season, during which consumers are encouraged to shop or eat at independently owned businesses and purchase gift cards from local businesses.

**NOW, THEREFORE, BE IT RESOLVED** that I, Theresa Rich, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim Nov. 30, 2024, as **Small Business Saturday®** and urge our community to support small businesses annually on the Saturday after Thanksgiving and throughout the entire year.

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

Theresa Rich, Mayor



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

**DATE:** November 25, 2024

**DEPT:** Planning and Community Development

**RE:** Draft Zoning Text Amendment ("ZTA") 2, 2024 to amend the Farmington Hills Code of Ordinances, Chapter 34, "Zoning," Article 3.0, "Zoning Districts," Sections 34-3.1.25 and 34-3.1.29, "B-3 General Business District" and "LI-1 Light Industrial District," to reclassify several principal permitted and special approval uses, and Article 4.0, "Use Standards," to add and remove approval standards associated with automobile repair, drive-in restaurants, gasoline service stations, outdoor space for sale or rental of new or used motor vehicles, and vehicle wash

### ADMINISTRATIVE SUMMARY

The following is a brief procedural history of draft ZTA 2, 2024:

July 25, 2024 -	First Planning Commission Study Session
August 15, 2024 -	Second Planning Commission Study Session
September 16, 2024 -	City Council-Planning Commission Joint Study Session
September 19, 2024 -	Planning Commission Set for Public Hearing (9-0)
October 17, 2024 -	Planning Commission Public Hearing/Recommendation to Council (6-2)
October 28, 2024 -	City Council Study Session

The following is a brief overview of draft ZTA 2, 2024:

First, draft ZTA 2, 2024 would revise B-3 General Business District, Sections 34-3.1.25.B - Principal Permitted Uses and 34-3.1.25.C - Special Approval Uses, to make automobile repair, drive-in restaurants, gasoline service stations<sup>1</sup>, vehicle wash<sup>2</sup>, and veterinary hospitals or commercial kennels, which are presently *principal permitted uses*, *special approval uses* within the B-3 General Business District.<sup>3</sup> Gasoline service stations and vehicle wash would be limited to the redevelopment of existing sites.

Second, draft ZTA 2, 2024 would revise the abovementioned B-3 District Sections to include cigar bars or lounges as a principal permitted use for the first time, and to make coin-operated amusement device arcades, billiard parlors or other similar indoor recreation uses and establishments with coin-operated amusement devices, which are presently *special approval uses*, *principal permitted uses*.

Third, draft ZTA 2, 2024 would revise LI-1 Light Industrial District, Sections 34-3.1.29.B - Principal Permitted Uses and 34-3.1.29.C - Special Approval Uses, to make vehicle wash and indoor recreation facilities over 5,000 square feet in gross leasable area, which are presently

*special approval uses, principal permitted uses* within the LI-1 Light Industrial District.

Lastly, draft ZTA 2, 2024 would revise several *use standards* within Article 4.0 associated with automobile repair (Section 34-4.31), drive-in restaurants (34-4.35); gasoline service stations (34-4.28); outdoor space for sale or rental of new or used motor vehicles, trailers, mobile homes, boats, recreational vehicles and other similar products (34-4.36); and vehicle wash (34-4.40) to add several new *use standards* and remove several existing ones.

## **ATTACHMENTS**

- July 25, 2024, Planning Commission Study Session Approved Meeting Minutes
- August 15, 2024, Planning Commission Study Session Approved Meeting Minutes
- September 16, 2024, City Council-Planning Commission Joint Study Session Approved Meeting Minutes
- September 19, 2024, Planning Commission Approved Regular Meeting Minutes
- October 17, 2024, Planning Commission Approved Regular Meeting Minutes
- October 28, 2024, City Council Study Session Draft Meeting Minutes
- Zoning Text Amendment 2, 2024 - Draft Ordinance
- Gasoline Service Station Location Map
- Gasoline Service Station Comparative List
- Vehicle Wash Location Map
- Vehicle Wash Comparative List
- B-3 General Business District Map

###

Prepared by: Erik Perdonik, AICP, City Planner

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

Approved by: Gary Mekjian, City Manager

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<sup>1</sup> There are forty-one (41) gasoline service stations (1.14 per square mile) within Farmington Hills and Farmington. Please see the attached location map and comparative list.

<sup>2</sup> There are twelve (12) vehicle washes (0.33 per square mile) within Farmington Hills and Farmington. Please see the attached location map and comparative list.

<sup>3</sup> Property zoned B-3 District comprises 2.30 percent of the City's total land area. Please see the attached district map.

**MINUTES  
CITY OF FARMINGTON HILLS  
PLANNING COMMISSION SPECIAL MEETING  
MASTER PLAN STUDY  
31555 W ELEVEN MILE ROAD  
FARMINGTON HILLS, MICHIGAN  
JULY 25, 2024, 6:00 P.M.**

**CALL MEETING TO ORDER**

The Planning Commission Special Meeting was called to order by Chair Trafelet at 6:00pm.

**ROLL CALL**

Commissioners present:           Brickner, Countegan, Grant, Mantey, Trafelet, Stimson, Varga, Ware

Commissioners Absent:           Aspinall

Others Present:                    Director of Planning and Community Development Kettler-Schmult, City Planner Perdonik, Staff Planner Canty, City Attorney Schultz, Planning Consultant Tangari

**APPROVAL OF THE AGENDA**

**MOTION by Ware, support by Stimson, to approve the agenda as published.  
Motion passed unanimously by voice vote.**

**MASTER PLAN STUDY IMPLEMENTATION STUDY SESSION**

**A. Discuss Draft Zoning Text Amendment 2, 2024, to Revise Various Provisions of Sections 34-3.1.25, 34-4.28, 34-4.31, 34-4.35, 34-4.36, and 34-4.40**

Referencing his July 18, 2024 memorandum *Draft Zoning Text Amendment (“ZTA”) 2, 2024*, City Planner Perdonik explained that tonight’s discussion would focus on the B-3 District, specifically changes to reclassify several uses within the District. Uses that were formerly principal permitted uses, such as drive-in/drive-through restaurants and gasoline service stations, would require special approval. Conversely, uses that were previously special uses, like coin-operated amusements, billiard halls, and indoor recreational activities, will become principal permitted uses. City Council has shown interest in creating new categories for uses like cigar bars and lounges.

**Rationale for reclassifying certain uses**

The rationale for reclassifying certain uses, such as automobile repair, vehicle washes, drive-throughs, and gas stations, into the special approval use category is to grant the Planning Commission more discretion, allowing the Commission to impose conditions that ensure compatibility with surrounding properties. Other nearby communities (follow the same practice, where similar uses are treated as special uses due to their potential negative impact on neighboring properties. This approach is widely accepted and helps manage externalities that could lower the marketability of neighboring properties.

**Encouraging the highest and best commercial uses/Limiting certain new developments (gas stations, car washes) to existing sites**

The City wants to encourage the best commercial uses and create a strong distinction between what a commercial and a light industrial use is.

There is significant market pressure for new car washes and gas stations, yet the City has more than 20 existing gas stations and several car washes already. Does the City play the long game and wait for higher and better uses?

**A philosophical question: How best to balance current market demands with long-term community planning goals?**

Discussion underscored the importance of evaluating whether these types of businesses align with the community's vision, particularly regarding their placement and impact.

- By limiting new development/redevelopment regarding gas stations and car washes to sites that already have that use, the proposed draft includes the possibility of not allowing any new gas stations or car washes in the B-3 district, except as part of a PUD. The consideration under a PUD involves evaluating the use under different standards than permitted or special uses.
- At present, no applications for gas stations are being processed under permitted or special use, but there is one PUD application being reviewed.
- Car washes would be a permitted use in the ES district and the LI-1 district. The goal is to place noisy and potentially disruptive businesses in appropriate locations in order to maintain the community's character and marketability.
- The Commission addressed the importance of aligning zoning regulations with the community's master plan and long-term vision. This involves making strategic decisions now to ensure future development aligns with the desired character of the City. Master plan discussions have consistently focused on the type of community Farmington Hills aspires to be, and current zoning doesn't always reflect this vision.
- Alternatively, Commissioners cautioned that only a small portion of the City is subject to these changes, given that 65% is residential and a significant part of the remaining 35% is dedicated to office use. It was suggested that market demand should drive decisions and attractive, well-designed gas stations could add to the tax base.
- It was important to look at the big picture when making zoning changes. On the other hand, staff felt it was critical to “stop the bleeding,” in that the developable areas left in the city were being sought by less than highest, best uses.
- Discussion touched briefly on the need to provide Electric Vehicle charging stations throughout the City.

**Architectural and Landscape Standards**

City Planner Perdonik described a recent redevelopment of a gas station. Currently there were no standards for construction or facades in the zoning ordinance. The draft ordinance establishes architectural standards for gas stations.

Commission discussion included:

- General support for architectural and landscape standards.
- The Commission discussed whether providing more flexibility of use while putting some standards in place would resolve the issue of proliferation of gas stations and car washes. To

some Commissioners, this made sense, and it also made sense to keep thinking about the redevelopment of the City in a larger sense.

- It came out in conversation that other communities have worked to limit these types of uses through their special use ordinances, and through zoning ordinance standards.

After considerable debate, the Commission directed staff to provide a map highlighting the B-3 zones. This will help contextualize the discussions and will help in understanding where different uses are permitted and the rationale behind these decisions, particularly concerning the placement of car washes and gas stations.

It appeared there was consensus to have some architectural standards on gas stations. There was less consensus with respect to the trying to limit the number of gas stations in the City.

#### **Drive-throughs and lot adjacency requirements**

##### **Conflicting ordinance goals and community needs**

The draft zoning text amendment would amend the regulations associated with drive-through/drive-in restaurants, specifically regarding the requirement that a drive-through restaurant cannot be located on a zoning that is adjacent to an RA district. Sometimes strict adherence to this zoning requirement can lead to impractical results. Recently the Starbucks drive-through – prohibited by ordinance – at the West River Shopping Center was approved through a consent judgment.

Another ordinance mandates a 60' building setback from the road right-of-way, while also requiring vehicle stacking to be in the rear yard. These goals conflict.

Changing certain by-right uses to special approval uses allows the Commission to look at these issues on a case-by-case basis and has the advantage that the process calls for a noticed public hearing.

#### **Next steps**

The Commission discussed the future schedule for looking at zoning ordinance amendments. Tonight's discussion underscored the complexity of land use planning, balancing environmental concerns, market demands, and the community's long-term vision. Discussion also emphasized making careful, incremental changes to achieve the community's goals without drastically altering its character. Each decision comes with opportunity costs, and the Commission must weigh the benefits of any new development against potential alternatives. The Commission will continue to work through these issues during this implementation phase of the Master Plan.

#### **MOTION by Stimson, support by Varga, to adjourn.**

**Motion carried unanimously by voice vote.**

The meeting adjourned at 7:20pm.

Respectfully Submitted,  
Kristen Aspinall  
Planning Commission Secretary

/cem

**MINUTES  
CITY OF FARMINGTON HILLS  
PLANNING COMMISSION SPECIAL MEETING  
MASTER PLAN STUDY  
31555 W ELEVEN MILE ROAD  
FARMINGTON HILLS, MICHIGAN  
AUGUST 15, 2024, 5:30 P.M.**

**CALL MEETING TO ORDER**

The Planning Commission Special Meeting was called to order by Chair Trafelet at 5:40pm.

**ROLL CALL**

Commissioners present:           Aspinall, Brickner, Grant, Mantey, Trafelet, Varga, Ware (arrived 6:22pm)

Commissioners Absent:           Countegan, Stimson

Others Present:                   City Planner Perdonik, Staff Planner Canty, City Attorney Schultz, Planning Consultant Upfal

**APPROVAL OF THE AGENDA**

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

**Motion passed unanimously by voice vote.**

**MASTER PLAN STUDY IMPLEMENTATION STUDY SESSION**

**A. Discuss Draft Zoning Text Amendment 2, 2024, to Revise Various Provisions of Sections 34-3.1.25, 34-3.1.29, 34-4.28, 34-4.31, 34-4.35, 34-4.36, and 34-4.40**

Referencing his August 9, 2024 memorandum *Draft Zoning Text Amendment (“ZTA”) 2, 2024*, City Planner Perdonik led a discussion that focused on the changes that would comprehensively amend the use standards associated with drive-through or drive-in restaurants (Section 34-4.35); gasoline service stations (34-4.28); automobile repair (34-4.31); vehicle wash (34-4.40); and outdoor space for sale or rental of new or used motor vehicles, trailers, mobile homes, boats, recreational vehicles and other similar products (34-4.36) to add several new use standards and remove several existing ones.

The text amendment would also amend Sections 34-3.1.29.B and 34-3.1.29.C, to make vehicle washes a principal permitted use in the LI-1 Light Industrial district, instead of a special approval use.

**B-3 District**

The B-3 District, although covering only 2.30% of the city’s land, plays a significant role in commercial activities, allowing for various uses like car washes, gas stations, and car dealerships. B-3 is the most permissive commercial district and the City receives more requests to rezone to B-3 than other commercial zoning districts.

**Gas stations and car washes**

- The Planning Commission had requested more context for the number and distribution of gas stations and car washes within the City, specifically focusing on the B-3 Zoning District, to

determine how much of the City would be affected by the proposed amendment. Several maps were provided, including a map showing the location of gas stations in Farmington Hills and also the City of Farmington.

- The proposed amendment would continue to allow gas stations and car washes by right in LI-1 Light Industrial districts, which include traditional office and industrial parks, and frontage along Eight Mile and Grand River.
- The amendment would also continue to permit gas stations and car washes in ES-Expressway Service districts. About 0.16% of the City is zoned ES, concentrated mainly around the freeway interchange districts.
- There are approximately 41 gas stations in Farmington and Farmington Hills, with approximately 30 in Farmington Hills. Eleven (27%) of the gas stations in Farmington and Farmington Hills are open 24 hours. Approximately four additional gas stations are currently being considered in Farmington Hills, including Sheetz which is coming in as a PUD.
- Gas stations that meet all criteria and that are not a part of a PUD project are not a discretionary decision in B-3.
- The City has a higher number of gas stations and car washes in comparison to other communities.
- The amendment would define gas stations and car washes as special use within the B-3 District and limit them to redevelopment of existing sites, giving the City more control.

The consensus of the Planning Commission was to move forward with implementing special land use regulations as described regarding gas stations and car washes in the B-3 District, with a focus on setting design standards that are not overly restrictive but ensure a baseline quality.

#### **Car dealerships**

- Current car dealership rules are very permissive and there has been a proliferation of used car dealerships in the City.
- Most used car dealerships are along Grand River. Car dealerships could be slowed from proliferating outside of the Grand River area by requiring 200 feet of frontage on a state highway.
- Car dealerships should be excluded from Northwestern Highway because the City was focusing on establishing a walkable mixed-use district there.
- Requiring 200 feet of frontage would not preclude a larger car dealership. Indoor showrooms were permitted by right in the B-3 district, which included higher-end car dealerships.
- There are socioeconomic disparities in the Grand River area, and the City has a long-standing goal of revitalizing the corridor.

#### **Drive-through restaurant front yard setbacks**

Revisiting discussion from a prior meeting, the Commission discussed the current requirement for a 60-foot front yard setback for drive-through restaurants. This requirement creates tension with the goal of encouraging rear-yard stacking for drive-through lanes. By reducing the front yard setback to align with standard B-3 requirements, developers would find it easier to place buildings closer to the road and utilize the rear for stacking. However, care should be taken regarding placing drive-through restaurants near residential areas, and the special use designation would allow the City and the developer to negotiate appropriate protections for residential neighborhoods on a case-by-case basis without prohibiting the use altogether in these locations.

- There was consensus that making drive-through restaurants a special use would make it easier to attract desirable businesses, while still providing City control of the standards through the special use process. The Commission appeared to support reducing front yard setbacks for drive-thru restaurants to encourage rear yard stacking, when appropriate, through the special use approval process.

#### Automobile repair facilities

- The draft amendment would add standards to the ordinance pertaining to automobile repair facilities, especially impacting the B-3 district.
- An auto repair business would not be allowed to sell cars. The goal is to prevent the visual blight associated with repair shops that also sell used cars, which can lead to cluttered and unattractive sites and – when there are several such businesses in an area – cluttered and unattractive corridors.
- The B-2 district did not allow stand-alone auto repair business; the business had to be integral to a planned shopping center. This language was suggested for the B-3 district also. Stand-alone auto repair businesses would continue to be allowed in the LI-1 district. Light Industrial zoning was currently being used for auto repair businesses on frontages of Eight Mile and Grand River.
- Discussion ensued regarding the need to support small business owners who own stand-alone car businesses. Could enforced design and blight standards be an alternative to restricting the location of stand-alone auto-repair shops?
- It was noted that the amended language would apply to new businesses. Most of the existing auto repair businesses in the B-3 district would not be able to accommodate requiring all cars to be in the rear yard or screened because the lots are so small. Existing businesses would also be grandfathered.
- A “planned shopping center” was not currently defined.

#### Need for mixed-use zoning ordinance

There was agreement among Commissioners on the necessity of crafting a mixed-use zoning ordinance, especially since the Master Plan already anticipates mixed-use developments.

#### Conclusion

There is a sense of urgency to advance the zoning changes discussed tonight as well as looking at a mixed-use ordinance. Both are necessary for Farmington Hills to remain competitive. There was consensus to place Draft Zoning Text Amendment 2, 2024 on next month’s agenda, to set the Amendment for public hearing.

#### **PUBLIC COMMENT**

None.

#### **COMMISSIONER COMMENTS**

None.

**MOTION by Brickner, support by Grant, to adjourn.**

**Motion carried unanimously by voice vote.**

The meeting adjourned at 7:22pm.

Respectfully Submitted,  
Kristen Aspinall  
Planning Commission Secretary

/cem

**MINUTES  
SPECIAL JOINT STUDY SESSION MEETING  
FARMINGTON HILLS CITY COUNCIL  
FARMINGTON HILLS PLANNING COMMISSION  
SEPTEMBER 16, 2024 – 6:00 P.M.  
FARMINGTON HILLS CITY HALL – COUNCIL CHAMBER**

**CALL MEETING TO ORDER**

The Special Joint Study Session meeting of the Farmington Hills City Council was called to order by Mayor Rich at 6:00pm.

**ROLL CALL/INTRODUCTIONS**

Council Members Present: Aldred, Boleware, Bridges, Bruce, Dwyer, Knol, and Rich  
Council Members Absent: None

Planning Commissioners Present: Aspinall, Brickner, Countegan, Mantey, Stimson, Varga, Ware, and Trafelet

Planning Commissioners Absent: Grant

Others Present: City Manager Mekjian, City Clerk Lindahl, City Planner Perdonik, Planning Consultant Bahm (Giffels Webster), City Attorney Joppich

**MASTER PLAN IMPLEMENTATION**

- a. **Background**
- b. **Priorities/Goals**
- c. **Next Steps**

**Background/Introduction**

City Manager Mekjian explained that the objective of this meeting was to have a shared discussion with City Council and Planning Commission regarding implementation of the newly adopted Master Plan, including prioritizing zoning text amendments that will be necessary to implement the plan.

City Planner Perdonik led an opening discussion of the relationship between the Master Plan and the Zoning Ordinance.

- Without corresponding zoning regulations, the Master Plan remains largely unactionable.
- The current Zoning Ordinance is outdated and does not reflect the modern vision established in the Master Plan. Updating the zoning ordinance will bring the Master Plan to life.
- Tonight everyone will be asked to help define the highest priorities in terms of moving the Master Plan’s vision forward, and to envision the regulatory framework that will accomplish this.

**Draft amendments regarding five land uses**

As a starting point, draft amendments have been provided regarding five specific land uses in the B-3 District, the City’s prime commercial district. These uses impact the overall character of the City. They include:

1. Automobile repair
2. Drive-thru restaurants

3. Gasoline service stations
4. New and used vehicle sales
5. Vehicle washes

The draft amendments move these uses into the special land use category, allowing the City to have more control over dimensional and architectural standards, locations, and impact mitigation. All projects – including these uses, need to be quality projects.

#### **Discussion: Flexibility vs. Restriction**

While there appeared to be general agreement that the City was experiencing over-saturation of these automobile-based uses, concerns were raised about changing the ordinance to be too restrictive relative to market-driven business uses. Perhaps the focus should be on creating opportunities rather than limiting specific businesses.

It came out in discussion that major retailer Shell had announced it was closing 1,000 gas stations, shifting its focus and resources to expand services for EVs.

It was pointed out that gas stations were not actually mentioned in the Master Plan. Planning Consultant Bahm explained that addressing auto-related uses is consistent with the goals of the Master Plan, which emphasizes walkability as a key priority. By reviewing and adjusting the regulations around these uses, the City can ensure that the growth of such businesses does not conflict with the long-term vision for a walkable, pedestrian-friendly environment.

#### **Consensus**

After discussion, Mayor Rich summarized that there appeared to be majority – though not unanimous – support that the City did have enough of these uses, and in the case of gas stations, unless property already had a gas station on it at some point, the City should consider an ordinance that limited new authorizations. City Attorney Joppich pointed out that a developer could always request a PUD. The draft amendments were not creating a prohibition or a moratorium, but a different classification.

#### **Focus on what the community desires**

A common complaint among residents is the lack of full-service restaurants and gathering spaces in the City. Suggestions included:

- Grand River Corridor: Incorporate murals and public art to make the area more vibrant and walkable.
- Orchard Lake and 14 Mile Area: Pursue the creation of a social district. Provide walkable areas, especially as upscale apartments are being developed in the area.
- 12 Mile Corridor: Focus on reducing the amount of unused parking lots and consider mixed-use development. Potentially reduce the parking requirement for office use.
- The Zoning Ordinance can help drive market demand by creating an attractive environment for businesses, rather than simply reacting to market trends.
- Take advantage of place-making opportunities in conjunction with the County-sponsored Nine Mile Road walkability project.
- Create special business districts at intersections, focusing on landscaping and quality architectural design and materials.

### **Mixed-use zoning**

Mixed-use zoning promotes the ideas just discussed, especially including walkability and placemaking. The Master Plan recommends mixed-use zoning in several locations, but the City does not have a mixed-use ordinance. Such an ordinance needs to be constructed in order to implement the vision of the Master Plan, especially along the 12-Mile Road corridor, where there is an opportunity to convert existing office space into residential units or mixed-use developments.

City Planner Perdonik agreed that the 12 Mile Corridor is well-positioned for mixed-use development, including multifamily developments along with the flexibility to permit restaurants and other uses to increase diversity in land use. Noting that there is a broader corridor study in process, an incremental step of allowing more uses in the OS-4 district via a text amendment, such as permitting higher density residential uses, would allow multifamily housing conversions from office spaces as “by right” without needing an immediate zoning change. Developers may also want to add more density to sites by building additional structures in addition to converting existing ones.

### **Architectural standards**

It was important to maintain high-quality architectural standards for any new developments or conversions. Conversions from office to residential must look intentional and not appear like a cheaply done project.

### **Affordable and workforce housing**

The need for affordable and workforce housing was acknowledged, with a need to encourage middle-housing types (duplex/triplex/quadplex/cottage courts) as part of mixed-use development.

### **Year Round Walkability**

Year-round walkability requires that snow be cleared in the winter, and sidewalks be cleared of overgrowth during the rest of the year. City Attorney Joppich will provide information as to City liability and the best way to achieve clear sidewalks year-round.

### **Summary of consensus items:**

- There was broad consensus that mixed-use zoning is a top priority, and Council directed the Planning Commission to work with the City Attorney to begin to draft a mixed-use ordinance, with special attention paid to its applicability on the 12 Mile Corridor and within the Orchard Lake/14 Mile area.
- There also appeared to be support for an ordinance amendment to permit uses by right in the OS-4 District such as multifamily, higher density development.
- While there was not complete unanimity, with Planning Commissioners Brickner and Countegan cautioning against adopting too restrictive ordinances, most participants appeared to agree that the City has reached saturation with gas stations and car washes, and certain other uses, and continued work on draft amendments to address this issue was supported.
- There was general agreement on the importance of requiring high-quality architectural standards for new developments and redevelopments, especially when converting office spaces to residential.

**Prioritization Exercise:**

Planning Consultant Bahm led participants in an interactive exercise where participants prioritized the areas within the 9 building blocks called out in the Master Plan that they believed were most important. These priorities will help guide future efforts and strategies for the City's development.

The suggestion was made to annually review progress, similar to the Council's goal-setting meetings. This would help ensure alignment between the Planning Commission and the City Council and allow them to assess whether resources and attention were being effectively allocated.

**PUBLIC COMMENT**

Pamela Gerard made comments regarding the importance of the Master Plan.

**ADJOURNMENT**

The study session meeting adjourned at 7:23pm.

Respectfully submitted,

Carly Lindahl, City Clerk

**CITY OF FARMINGTON HILLS  
PLANNING COMMISSION MEETING  
31555 W ELEVEN MILE ROAD  
FARMINGTON HILLS, MICHIGAN  
SEPTEMBER 19, 2024, 7:30 P.M.**

**CALL MEETING TO ORDER**

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

**ROLL CALL**

Commissioners present:           Aspinall, Brickner, Grant, Mantey (arr. 7:32pm), Trafelet, Varga, Ware, Countegan, Stimson

Commissioners Absent:           None

Others Present:                   Staff Planner Canty, Planning Consultant Tangari (Giffels Webster), Staff Engineer Alexander, City Attorney Saarela

**APPROVAL OF THE AGENDA**

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

**Motion passed unanimously by voice vote.**

**PUBLIC HEARING**

**A.    ZONING TEXT AMENDMENT 2, 2024**

CHAPTER OF CODE:           34, Zoning Ordinance  
PROPOSED AMENDMENT: Amend Zoning Ordinance to reclassify various principal permitted and special approval uses within the B-3, General Business District, and LI-1, Light Industrial District, and to add and remove various use standards

ACTION REQUESTED:       Set for public hearing

SECTIONS:                   34-3.1.25, 34-3.1.29, 34-4.28, 34-4.31, 34-4.35, 34-4.36, and 34-4.40

Staff Planner Canty and Planning Consultant Tangari provided introductory comments:

**Purpose of the Amendment:**

The amendment seeks to reclassify certain uses, moving them from allowed as a right to requiring special use approval, which requires a public hearing, input from the community, and a formal review and approval process by the Planning Commission. Affected uses include gas stations, drive-throughs, auto sales and car dealerships, and vehicle wash facilities.

The intent of the amendment is to give the Planning Commission and the public a greater role in shaping the development of these uses within the B-3 and LI-1 Districts. By requiring special approval, the amendment provides the opportunity to:

- Set parameters for how these businesses operate and fit into the community

- Ensure compatibility with surrounding uses
- Address concerns before final approval is granted
- Introduce additional regulatory oversight and shifts the districts in which some of these uses are allowed.

Staff Planner Canty summarized that the Amendment will allow both the Planning Commission and the public to have a say in how these developments proceed, enabling more control and flexibility as the Commission is able to shape the developments in ways that benefit the community.

### **Commission discussion**

Commissioner Brickner pointed out instances where he felt the draft ordinance was contradictory, in that there were certain requirements for compliance, but meeting those requirements was extremely difficult. For instance:

- **Mandatory outdoor seating at drive-through restaurants**

The requirement for outdoor seating at drive-through restaurants (Section 34-4.35) might limit the development of small drive-through establishments. There is a need for flexibility to accommodate modern uses such as drive-throughs rather than imposing unnecessary restrictions. This regulation could restrict smaller establishments.

In response, other Commissioners pointed out that the requirement for outdoor seating would accommodate non-motorists by providing a place to sit. The Master Plan emphasized the importance of walkability, and providing outdoor seating at drive-throughs could support this vision.

- **Automobile service centers and automobile repair**

Regarding the orientation of service bay doors (Section 34-4.31), the draft language prohibits doors from facing residential areas or public roads, which could make it impossible to build service centers in many parts of the City. While the restrictions make sense in theory, they may be too stringent in practice, effectively limiting the ability to develop new automobile service facilities. Is this the intent?

- **Vehicle washes**

The ordinance restricts vacuum and drying areas to the rear yard (Section 34-4.40) and requires a setback of 100 feet from residential districts, unless there is a separation by a major or secondary thoroughfare. Should ordinances be written that require a specific layout while also imposing restrictions that prevent compliance with that layout?

- **Gasoline service stations**

The new requirement is to have only one driveway per street frontage (Section 34-4.28). Many gas stations operate with separate entrances and exits, and this restriction could pose challenges.

Commissioner Brickner said that while there were good ideas in the draft ordinance, he remained concerned that the new ordinances were too restrictive.

Commissioner Countegan agreed that portions of the draft ordinance might be too restrictive. However, the purpose of tonight's meeting was to set a public hearing, and he was ready to do that.

**MOTION by Countegan, support by Stimson, that Zoning Text Amendment 2, 2024, which proposed to amend the Farmington Hills Code of Ordinances, Chapter 34, "Zoning," Article 3.0, "Zoning Districts," and Article 4.0, "Use Standards," Sections 34-3.1.25, 34-3.1.29, 34-4.28, 34-4.31, 34-4.35, 34.4.36, and 34-4.40, to reclassify various principal permitted and special approval uses, and to add and remove various use standards, be set for public hearing for the Planning Commission's next available regular meeting agenda.**

**Motion passed unanimously by voice vote.**

**B.**

**COMMISSIONER/STAFF COMMENTS**

Commissioner Mantey raised a point of clarification regarding lighting standards, noting potential confusion about which ordinances the Planning Commission can grant leniency for. He recalled that the illumination at the property line falls under the nuisance ordinance, rather than a zoning ordinance, which limits the ability to grant relief.

**ADJOURNMENT**

**MOTION by Aspinall, support by Ware, to adjourn the meeting.**

**Motion carried unanimously by voice vote.**

The meeting was adjourned at 8:50pm.

Respectfully submitted,  
Kristen Aspinall  
Planning Commission Secretary

/cem

**CITY OF FARMINGTON HILLS  
PLANNING COMMISSION MEETING  
31555 W ELEVEN MILE ROAD  
FARMINGTON HILLS, MICHIGAN  
OCTOBER 17, 2024, 7:30 P.M.**

**CALL MEETING TO ORDER**

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

**ROLL CALL**

Commissioners present: Aspinall, Brickner, Mantey, Trafelet, Varga, Ware, Countegan, Stimson

Commissioners Absent: Grant

Others Present: Planning and Community Development Director Kettler-Schmult, Staff Planner Canty, Planning Consultants Tangari and Upfal (Giffels Webster), Staff Engineer Alexander, City Attorney Schultz

**APPROVAL OF THE AGENDA**

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

**Motion passed unanimously by voice vote.**

**PUBLIC HEARING**

**A. ZONING TEXT AMENDMENT 2, 2024**

CHAPTER OF CODE: 34, Zoning Ordinance

PROPOSED AMENDMENT: Amend Zoning Ordinance to reclassify various principal permitted and special approval uses within the B-3, General Business District, and LI-1, Light Industrial District, and to add and remove various use standards

ACTION REQUESTED: Recommendation to City Council

SECTIONS: 34-3.1.25, 34-3.1.29, 34-4.28, 34-4.31, 34-4.35, 34-4.36, and 34-4.40

**Purpose of the Amendment**

Referencing City Planner Perdonik's October 11, 2024 memorandum, Planning Consultant Tangari introduced Zoning Text Amendment 2, 2024, which proposes changes to the B-3 General Business District and LI-1 Light Industrial District. The amendment reclassifies various uses, shifting some uses from principal permitted uses to special approval uses to better align with the city's development goals. Notable changes include:

- Drive-in restaurants, gasoline service stations, automobile repair facilities, veterinary hospitals, commercial kennels, and vehicle washes are all currently principal permitted uses in the B-3 District. This amendment changes these uses to special approval uses.
- In the B-3 District, gasoline service stations and vehicle washes will be limited to ongoing use and redevelopment of existing sites.

- B-3 and LI-1 Districts are amended to include cigar bars and lounges as a principal permitted use, as well as coin operated amusement devices, arcades, billiard parlors, and other similar indoor recreation uses. Currently these uses are special approval uses.
- Vehicle wash and indoor recreation facilities over 5,000sf are currently special approval uses in the LI-1 District. These will become principal permitted uses.
- The text amendment will also amend certain standards associated with gasoline service stations in Section 428, automobile repair in Section 431, drive-in restaurants in Section 435, outdoor space for sale or rental of new or used motor vehicles, trailers, mobile homes, boats, recreation vehicles, and other similar uses in Section 436, and vehicle washes in Section 440.
- Regarding Section 436, it has been longstanding policy of the City to require that the display area of vehicle sale uses meet the front setback of the building; this is now explicitly stated.

#### **Clarification on Non-Conforming Uses**

Director of Planning and Community Development Kettler-Schmult explained that the ordinance includes new language, developed with the assistance of the City Attorney, to address the issue of non-conforming properties. The new language ensures that existing businesses, like gas stations and vehicle washes, will remain **legally conforming** despite the zoning text changes.

#### **Public Hearing**

Chair Trafelet opened the public hearing.

Sam Jaafer, Re/Max Leading Edge, spoke on behalf of local business owner Rawad Haddad, who has been working with the City to obtain approval for a used car dealership at 28975 Grand River. Mr. Haddad has spent over \$20,000 to comply with City requirements. He requested that the city consider the efforts his client has made to meet expectations, as the approval process has been adjourned twice.

As no other public indicated they wished to speak, Chair Trafelet closed the public hearing and brought the matter back to the Commission.

#### **Commission Discussion**

- Seating Requirements for Drive-Throughs  
Commissioner Brickner asked why the Ordinance was requiring 8 seats or any seats at drive-through restaurants. Outdoor seating is only useful for a few months each year. Making outdoor seating mandatory could discourage businesses from developing drive-throughs. While he supports allowing outdoor seating, requiring it is too restrictive.

Director Kettler-Schmult explained that the seating requirement aligns with the city's Master Plan goals, which emphasize walkability and creating spaces where people can linger and enjoy the area. Additionally, several drive-through restaurants have provided outdoor seating of their own volition, without seeking city approval because the current standards for outdoor seating would be difficult to meet.

Planning Consultant Tangari added that without outdoor seating, a drive-through is purely car-focused, which conflicts with the City's vision. The purpose of the requirement is to promote a balance between car use and pedestrian-friendly spaces.

- **Clarification on Relaxed Outdoor Space Standards**  
Commissioner Mantey asked for clarification regarding the reference to Section 34-4.32, which sets standards for outdoor seating. Planning Consultant Tangari explained that the proposed text amendment exempts drive-through seating areas from the requirements in this section, allowing businesses to use simpler setups, such as picnic tables. Commissioner Mantey noted that this requirement is not an undue burden and pointed out that existing businesses, like the A&W Restaurant on Grand River, successfully use picnic tables to provide outdoor seating. However, a single picnic table can usually sit 6 people comfortably; perhaps the requirement should be reduced to 6 outdoor seats.
- **Concerns About Flexibility and Providing a Waiver Option**  
Commissioner Stimson suggested including waiver language in the amendment to give the Planning Commission the flexibility to waive the seating requirement in certain circumstances. He noted that some site layouts might not allow for outdoor seating without compromising safety or access. Director Kettler-Schmult confirmed that the Board of Appeals would need to handle requests for relief from this requirement unless waiver language is explicitly included in the ordinance.

Commissioner Countegan agreed with Commissioner Brickner that the language was too restrictive.

- **Non-Conforming Uses and Gasoline Stations**  
In response to a question from Commissioner Ware, City Attorney Schultz provided further clarification on how existing uses would be classified under this text amendment. The amendment ensures that existing gas stations and vehicle washes in the B-3 District can continue operating as lawfully conforming uses as long as they exist at the time of ordinance adoption – that is, they would not become non-conforming. The proposed language allows these businesses to lawfully redevelop existing sites but prevents the establishment of new gas stations or vehicle washes in the District. This ensures that existing businesses can operate smoothly and retain access to commercial financing while the City modifies the ordinance to meet goals for future development.

**MOTION by Stimson, support by Mantey, to recommend to the City Council that Zoning Text Amendment 2-2024, which proposes to amend the Farmington Hills Code of Ordinances, Chapter 34 Zoning, Article 3.0 Zoning Districts and Article 4.0 Use Standards, Sections 34-3.1.25, 34-3.1.29, 34-4.28, 34-4.31, 34-4.35, 34-4.36, and 34-4.40 to reclassify various principal permitted and special approval uses and to add and remove various use standards, be approved with the following changes:**

- **Section 34-4.35, Item 1(c), shall reduce the required seating from eight seats to six.**
- **Provide language to allow the Planning Commission the ability to waive this requirement.**

Motion discussion:

Commissioner Ware was concerned that adding a waiver option could encourage deviation from the ordinance, and conflict with the Master Plan goals. Commissioner Stimson explained that including the possibility of a waiver provided the Commission flexibility where unusual site constraints exist.

City Attorney Schultz added that before this amendment goes to City Council, the language regarding a waiver option will say that the Planning Commission can waive the requirement if certain conditions exist, and there will be limitations written in the language that make the waiver option not applicable if there is plenty of room for the seating.

Commissioner Countegan thought this text amendment represented an attempt to micromanage sites and peculiar situations that might be encountered. He felt the amendment was somewhat anti-Master Plan relative to the Plan's larger vision of providing flexibility and being open to different opportunities and proposals.

**Roll Call Vote**

**Ayes – Stimson, Ware, Aspinall, Varga, Mantey, Trafelet**

**Nays – Brickner, Countegan**

**Motion passed 6-2.**

**REGULAR MEETING**

.

**PUBLIC COMMENT**

None

**COMMISSIONER/STAFF COMMENTS**

**ADJOURNMENT**

**Motion by Ware, support by Varga, to adjourn the meeting.**

**Motion passed unanimously by voice vote.**

The meeting was adjourned at 10:16pm.

Respectfully submitted,  
Kristen Aspinall,  
Planning Commission Secretary

/cem

**MINUTES  
CITY OF FARMINGTON HILLS  
FARMINGTON HILLS CITY COUNCIL  
CITY HALL – COMMUNITY ROOM  
OCTOBER 28, 2024 – 6:00PM**

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

Council Members Present: Aldred, Boleware, Bridges, Bruce, Dwyer, Knol and Rich

Council Members Absent: None

Others Present: City Manager Mekjian, Assistant City Manager Mondora, City Clerk Lindahl, Directors Brockway, Kettler-Schmult, Rushlow and Schnackel, and City Attorney Joppich

**DISCUSSION ON ZONING TEXT AMENDMENTS**

Council Member Rich introduced this agenda item, and City Manager Mekjian provided a brief overview, noting that Draft Zoning Text Amendment 2, 2024 had been discussed at the September 16, 2024 joint meeting with the Planning Commission.

**Background**

Referencing her October 28, 2024 memorandum, Director of Planning and Community Development Kettler-Schmult outlined the purpose of ZTE 2, 2024, emphasizing that the text amendments will help the Planning Commission consider opportunity cost, and provide the Commission with tools to be more selective and require higher quality development, to pressure the market to redevelop vacant or underutilized property, reduce blight, enhance community appearance, and provide a stronger basis for zoning enforcement.

The zoning text amendments primarily affect B-3 zoning classifications, transitioning several uses—such as automotive repair, drive-in restaurants, gasoline service stations, vehicle rental spaces, and car washes—from principal uses to those requiring special approval.

On October 17, the Planning Commission moved to recommend approval of the zoning text amendment with two changes:

- 1) To reduce the minimum number of outdoor seats for drive-through restaurants from eight to six.
- 2) Add language that would allow the Planning Commission to waive the outdoor seating requirement under certain limited circumstances.

The text amendment is part of a series of forthcoming updates to the Zoning Ordinance, to bring the ordinance more in line with the newly adopted Master Plan.

**Council discussion**

In response to questions, Director Kettler-Schmult gave the following information:

- Businesses legally operating under current zoning would maintain their legal conforming use status. Any new development will have to conform to the updated zoning ordinance.

- The term “drive-in restaurant” traditionally applies to both drive-in and drive-through establishments, such as A&W and McDonald’s. The definition is being updated to better reflect the intent of the ordinance. For instance, the definition should not include every restaurant that offers carry-out services.
- There were only two drive-in restaurants in the City.
- Regarding potential redundancy in the ordinance relative to the classification of coin-operated amusement devices, Director Kettler-Schmult clarified that the separate regulations reflected that such uses could serve as either primary or accessory functions, depending on the establishment.
- Regarding those uses that are transitioning to special uses, the change is designed to provide higher scrutiny while allowing existing businesses to continue operating under their current approvals. The Special Approval process ensures public notification and evaluation of impacts on neighboring properties.
- The intent behind limiting certain land uses, such as gas stations and repair shops, is to promote diverse, vibrant businesses while avoiding saturation of specific uses at key locations.
- Staff had conducted a study of the number of gas stations and car washes in nearby communities as well as in Farmington Hills; this information will be provided to Council.
- Opportunity cost is a way of explaining trade-offs in decision making. Filling prominent locations with certain businesses limits opportunities for other potential developments, impacting the city’s ability to attract new businesses.
- Design standards are still to be determined. The standards will be incorporated directly into the zoning ordinance.

City Attorney Joppich provided context on the broader process of implementing the Master Plan through incremental zoning amendments. The current amendments are the initial step, with additional amendments expected to follow, providing a phased implementation of the Master Plan.

#### **DISCUSSION ON PUBLIC ART FUNDING**

City Manager Mekjian summarized prior discussions and the City’s current contributions, including:

- Public art projects funded through the general fund, including the planned public art installation at 696 and Orchard Lake Road, and landscaping at the roundabout between 13 Mile and 14 Mile Roads (~\$350K project), which will prep that area for public art.
- Collaboration with developers to incorporate public art in new developments, particularly Planned Unit Developments.

#### **Background - Director Kettler-Schmult**

Director Kettler-Schmult provided an overview of positive community feedback during the recent Master Plan update process and research on funding mechanisms, noting various approaches used by other municipalities:

- Public funding through general funds or capital improvement projects.
- Private investment, including donations and grants.
- Rental/loan agreements with artists.
- Hybrid models, such as dedicated public art funds supported by developer contributions.

#### **Public Art Examples and Case Studies – Planning Consultant Bahm, Giffels Webster**

Utilizing a PowerPoint presentation, Planning Consultant Bahm elaborated on public art funding models from across the U.S. In 2023, \$4.4 billion of public art was commissioned by corporations, cities, airports, hospitals, churches, and other organizations.

- Benefit of percent for art programs
  - Provides a stream of funding, assuring public art projects will be planned each year.
  - Leverages private investment
- Michigan Programs
  - Southfield: CIP and private development, per formula
  - Marquette: General Fund \$30,000
  - Sterling Heights, General fund \$100,000
  - East Lansing: 1% of CIP, 1% site plan approvals
  - Ann Arbor: Allocates a percentage of its CIP budget per project.
  - Traverse City: Operates through its Downtown Development Authority with general funds, grants, and mini-grant programs.
- Programs throughout US – variety of funding methods:
  - Washington DC, Charlotte NC, Oklahoma City OK: 1% of CIP
  - States of Florida, Illinois, Minnesota: a percentage of construction/capital costs for state buildings
  - Tampa FL, Nashville Metro Area TN: percentage of CIP
  - Houston TX: Hotel/motel tax
  - Phoenix AZ: General Fund, public art funds, lottery revenue, regional and federal grants
  - Napa CA and Tampa FL: % of private development costs committed to art installation or contribution to public art fund
- Incentives and Zoning Tools
  - Density bonuses.
  - Overlay districts that support mixed-use development, specifically provide bonuses to developments that provide artist live/work space (Lowell MA).
  - Artist overlay districts and relocation programs to revitalize certain districts (Nashville TN & Paducah KY used this to revitalize historic districts).
  - Provide flexibility in land uses through Arts, Culture, and Small Business Overlay (Phoenix AZ).

**Takeaway:** There are different models of funding. As Council thinks about the kind of program you want to create, start to think about what you want, and what you don't want.

**Takeaway:** Who will approve and oversee the installation of public art? A formalized process could ensure consistency and equity in public art approvals.

**Takeaway:** Think about zoning tools and incentives that can be used in Farmington Hills

**Council discussion:**

Council Member Boleware shared her experience of repeat visits to Paducah, Kentucky, noting the success of its artist residency program in revitalizing the historic district.

Discussion focused on funding possibilities:

- CIP Contribution: Farmington Hills' CIP could allocate approximately \$50,000 annually to public art at 1%.
- Private Sector Involvement: Businesses like Mercedes-Benz are contributing to public art voluntarily.

- PUD Public Art Requirements: Council supports including public art in PUDs with a formalized evaluation process.
- Public art ordinances and/or policy could consider decommissioning or rotating some art to maintain vibrancy.
- Arts Commission Role: Emphasis on involving the Arts Commission and community members in public art decisions. Guidelines should be developed, such as no political advocacy.
- Southfield Case Study: Southfield's public art program has shown economic and community benefits.
- Council requested more information on how the City of Farmington funds its public art (Riley Park, the Raven), specifically whether it uses DDA funds or CIP allocations.
- What kind of art is Council looking for? Murals? Paint? Space? Sculpture?
- Can Tax Increment Financing (TIF) funds be used?

### Guest Comments

Economic Development Director Brockway introduced guests from the development community and local DDAs, including Tony Antone, Kojaian Company; Gavin Beckford, Canton DDA; Matt Schiffman, CEO of PA Commercial; and Scott Elliott, Signature Associates.

Comments included:

- Developers need to know upfront what is important to a community. Requiring participation in public art is not a deterrent as long as costs are reasonable, and would not keep businesses from investing in Farmington Hills, but developers need clear guidelines and focused implementation, similar to understanding that trees are important to the City and there are rules about that.
- Businesses need to retain some control over the type of art installed so that it aligns with their business character.
- It is important to have landmarks in the City. Planning where public art is wanted, on what corridors, is important.
- ArtPrize in Grand Rapids has been immensely successful and has brought a lot of attention and business to that city.
- Developers partner with the communities where they operate. Being a partner for public art aligns with that philosophy.

**Takeaway:** Public art is generally supported by developers if guidelines are clear and costs reasonable.

Gavin Beckford, Economic Development and Downtown Development Authority Manager for Canton Township:

- Described Canton's partnership with the Midwest Sculpture Initiative, which rotates sculptures annually, funded by the DDA.
- Stressed the importance of a strategic, fair, and well-communicated plan for public art to avoid deterring businesses.
- Highlighted the need for comprehensive agreements with businesses, including provisions for maintenance of the art.

### Equity and Small Business Concerns

There was a need for fairness when considering contributions from small businesses, which may operate on tighter budgets compared to larger corporations. A framework for private developer contributions could consider small and large businesses differently.

**Next steps**

City Manager Mekjian will come back with a recommendation:

- City’s contribution to be based on public facility improvement.
- Develop a private contributions framework, acknowledging that private art contributions should be balanced, considering the financial capacity of small businesses.

On the question of offering incentives for developers contributing public art, City Attorney Joppich emphasized caution when using public art as a trade-off for zoning concessions like density or setback reductions, as this could undermine zoning regulations that are in place for a purpose.

Attorney Joppich also highlighted the importance of equity. Businesses must be treated fairly under any public art funding policy. He referred to Southfield’s ordinance, which sets a \$1 million threshold for construction projects, with 1% of the project cost allocated to public art, capped at \$25,000. Projects below the threshold are exempt, providing a fair and balanced approach.

**Planning for Public Art**

- A Master Plan for Public Art, specifically to identify locations for art installations, could be considered.
- The Arts Commission should be involved in selecting art for designated locations. The Corridor Improvement Authority (CIA) could create its own plans for specific areas.
- Tax Increment Financing (TIF) funds could potentially be used for public art in the Grand River Corridor.
- Planning Consultant Bahm suggested starting with a pilot project on public properties and expanding based on the success of initial installations.

Mayor Rich thanked the participants, staff and Council for their contribution.

**ADJOURNMENT**

The Study Session meeting was adjourned at 7:18pm.

Respectfully submitted,

Carly Lindahl, City Clerk

ORDINANCE NO. C-\_\_\_\_\_ -2024

CITY OF FARMINGTON HILLS  
OAKLAND COUNTY, MICHIGAN

AN ORDINANCE TO AMEND THE FARMINGTON HILLS CODE OF ORDINANCES, CHAPTER 34, “ZONING,” ARTICLE 3, “ZONING DISTRICTS,” SECTION 34-3.1.25, “B-3 GENERAL BUSINESS DISTRICT,” AND SECTION 34-3.1.29, “LI-1 LIGHT INDUSTRIAL”; ARTICLE 4, “USE STANDARDS,” SECTION 34-4.28, “GASOLINE SERVICE STATIONS,” SECTION 34-4.31, “RETAIL BUSINESS AND FABRICATION, REPAIR, AND PROCESSING OF GOODS,” SECTION 34-4.35, “DRIVE-IN RESTAURANTS,” SECTION 34-4.36, “OUTDOOR SPACE FOR SALE OR RENTAL OF NEW OR USED MOTOR VEHICLES, TRAILERS, MOBILE HOMES, BOATS, RECREATIONAL VEHICLES AND OTHER SIMILAR PRODUCTS,” AND SECTION 34-4.40, “VEHICLE WASH,” IN ORDER TO RESTATE CERTAIN PERMITTED AND SPECIAL APPROVAL USES, IN PARTICULAR REGARDING GAS STATIONS, CAR WASHES, AND AUTO REPAIR SHOPS; TO ESTABLISH OR CLARIFY STANDARDS FOR APPROVAL OR REDEVELOPMENT OF USES; AND TO ADDRESS DRIVE-THROUGH WINDOW STANDARDS.

THE CITY OF FARMINGTON HILLS ORDAINS:

**Section 1 of Ordinance. Ordinance Amendment.**

The Farmington Hills City Code, Chapter 34, “Zoning,” Article 3, “Zoning Districts,” Section 34-3.1.25, “B-3 General Business District,” is amended to read in its entirety as follows:

34-3.1.25 B-3 GENERAL BUSINESS DISTRICT

A. INTENT

The B-3 General Business District is designed to provide sites for diversified business types that might be incompatible with the pedestrian movement within the B-1 Local Business District or B-2 Community Business District.

B. PRINCIPAL PERMITTED USES

The following uses are permitted subject to Section 34-3.11:

- i. Banks, credit unions, savings and loan associations and similar uses with drive-in facilities as an accessory use only
- ii. Businesses in the character of a drive-in or open front store § 34-4.37
- iii. Business schools and colleges or private schools operated for profit
- iv. Bus passenger stations § 34-4.38

- v. Cellular towers and cellular antennae § 34-4.24
- vi. Churches
- vii. Cigar bars or lounges
- viii. Coin-operated amusement device arcades, billiard parlors or other similar indoor recreation uses § 34-4.19.4
- ix. Commercial outdoor recreational space § 34-4.39
- x. Dance halls or catering halls when conducted within a completely enclosed building
- xi. Data processing or computer centers
- xii. Establishments with coin-operated amusement devices § 34-4.33
- xiii. Gasoline service stations § 34-4.28
- xiv. Indoor health and fitness and instructional dance studios § 34-4.58.1
- xv. Indoor recreation facilities § 34-4.19
- xvi. Laundry, drycleaning establishments, or pickup-stations, dealing directly with the consumer § 34-4.25
- xvii. Lawnmower sales or service
- xviii. Medical offices or clinics
- xix. Mortuary establishments
- xx. Motel § 34-4.34
- xxi. New or used motor vehicle salesroom, showroom or office when the use is carried on within a building and open-air display of vehicles is accessory
- xxii. Nursery schools, day nurseries, and daycare centers
- xxiii. Office buildings for any of the following occupations: executive, administrative, professional, accounting, writing, clerical, stenographic, drafting or sales
- xxiv. Other commercial uses of a similar and no more objectionable character
- xxv. Outdoor space for sale or rental of new or used motor vehicles, trailers, mobile homes, boats, recreational vehicles and other similar products § 34-4.36
- xxvi. Personal service establishments that perform services on the premises
- xxvii. Private clubs or lodge halls

- xxviii. Post offices and similar governmental office buildings, serving persons living in the adjacent residential area
- xxix. Public buildings, public utility buildings, telephone exchange buildings, electric transformer stations and substations without storage yards; gas regulator stations with service yards, but without storage yards; water and sewage pumping stations
- xxx. Restaurants, including fast food or carryout restaurants
- xxxi. Retail businesses § 34-4.29
- xxxii. Retail sales of plant materials, lawn furniture, playground equipment and other house or garden supplies
- xxxiii. Theaters, assembly halls, concert halls or similar places of assembly § 34-4.44
- xxxiv. Tire, battery and accessory sales
- xxxv. Accessory buildings and uses customarily incidental to any of the above uses

C. SPECIAL APPROVAL USES

The following uses are permitted subject to Section 34-3.11:

- i. Automobile repair § 34-4.31
- ii. Drive-in restaurants § 34-4.35
- iii. Gasoline service stations § 34-4.28
- iv. Vehicle wash § 34-4.40
- v. Veterinary hospitals or commercial kennels § 34-4.26

D. ACCESSORY USES

- i. Electric vehicle infrastructure § 34-4.55
- ii. Fabrication, repair, and processing of goods § 34-4.29
- iii. Outdoor space for seating areas accessory to a restaurant § 34-4.32

E. DEVELOPMENT STANDARDS

Lot Size

Minimum lot area: Not specified

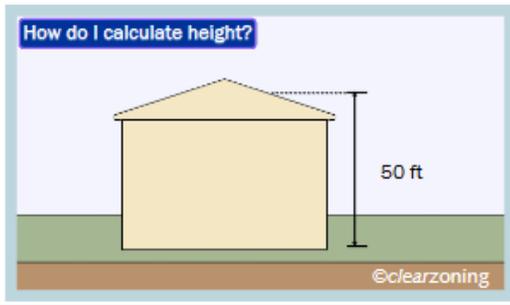
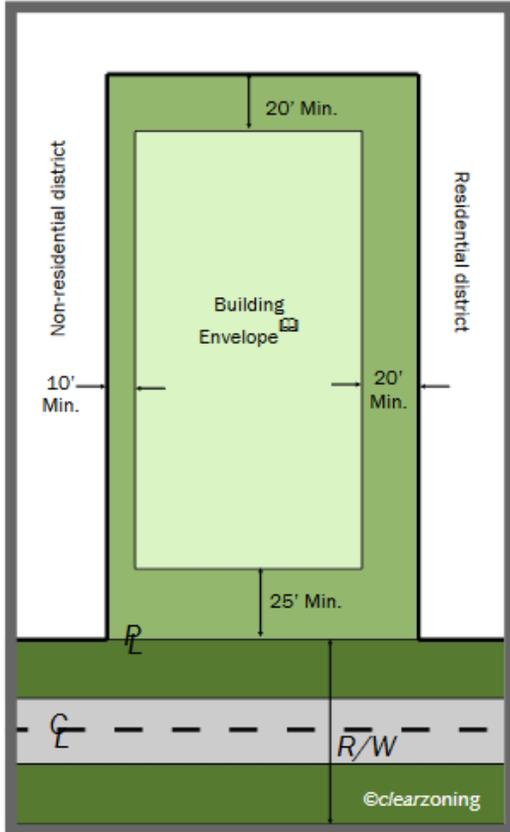
Setbacks

Minimum front yard setback: 25 ft  
 Minimum rear yard setback: 20 ft

Minimum side yard setback: 10 ft  
 Minimum from residential district: 20 ft  
 Minimum from side street: 25 ft

Building Height  
 Maximum building height: 50 ft  
 Maximum number of stories: 3

Open Space  
 Front yard open space required 50%



**Section 2 of Ordinance. Ordinance Amendment.**

The Farmington Hills City Code, Chapter 34, “Zoning,” Article 3, “Zoning Districts,” Section 34-3.1.29, “LI-1 Light Industrial,” is amended to read in its entirety as follows:

### 34-3.1.29 LI-1 LIGHT INDUSTRIAL

#### A. INTENT

The LI-1 Light Industrial District is intended to accommodate wholesale activities, warehouses and industrial operations whose external physical effects, in the form of nuisance factors, are restricted to the area of the District and in no manner affect in a detrimental way any of the surrounding districts. The LI-1 District is structured to permit, along with any specified uses, the manufacturing, compounding, processing, packaging, assembly or treatment of finished or semifinished products from previously prepared material. It is further intended that the processing or raw material for shipment in bulk form, to be used in an industrial operation at another location, not be permitted.

#### B. PRINCIPAL PERMITTED USES

The following uses are permitted subject to Section 34-3.14:

- i. The following uses are permitted subject to Section 34-4.46.1:
  - a. Automobile repair § 34-4.31
  - b. Laboratories-experimental, film or testing, except biological laboratories engaging in genetic research
  - c. Manufacturing
  - d. Warehouses, storage and transfer and electric and gas service buildings and yards, excluding gas treatment and gas pumping stations and water supply and sewage disposal plants and water and gas tanks and holders
- ii. Cellular towers and cellular antennae § 34-4.24
- iii. Commercial kennels
- iv. Farms
- v. Freestanding signs located within a freeway sign zone for purposes of Section 34-5.5.3.A.ix
- vi. Primary caregivers § 34-4.57
- vii. Storage facilities for building materials, sand, gravel, stone, lumber, open storage for construction contractor's equipment, and supplies § 34-4.47
- viii. Trade or industrial schools
- ix. Vehicle Wash § 34-4.40
- x. Reserved

- xi. The following uses are permitted subject to Sections 34-4.46.2 and 34-4.46.3:
  - a. Any service establishment or an office, showroom or workshop of an electrician, decorator, dressmaker, tailor, baker, printer or upholsterer; or an establishment doing radio or home appliance repair, photographic reproduction and similar service establishments that may include retail adjunct
  - b. Banks or credit unions, savings and loan associations
  - c. Bowling alleys
  - d. Commercial outdoor recreational space
  - e. Data processing or computer centers
  - f. Drive-in restaurants § 34-4.35
  - g. Gasoline service stations § 34-4.28
  - h. Indoor recreation facilities not exceeding 5,000 square feet in gross leasable area § 34-4.19
  - i. Laundry, drycleaning establishments or pickup-stations
  - j. Lawnmower sales or service
  - k. Medical offices or clinics
  - l. New or used motor vehicle salesroom, showroom or office when the use is carried on within a building and open-air display of vehicles is accessory
  - m. Office buildings for any of the following occupations: executive, administrative, professional, accounting, writing, clerical, stenographic, drafting or sales
  - n. Other industrial uses of a similar and no more objectionable character
  - o. Outdoor space for sale or rental of new or used motor vehicles, trailers, mobile homes, boats, recreational vehicles and other similar products § 34-4.36
  - p. Personal service establishments that perform services on the premises
  - q. Restaurants, including fast food or carryout restaurants
  - r. Retail sales of plant materials not grown onsite and sales of lawn furniture, playground equipment and other home garden supplies
- xii. Accessory buildings and uses customarily incidental to any of the above uses

C. SPECIAL APPROVAL USES

The following uses are permitted subject to Section 34-3.14:

- i. Automobile or other machinery assembly plants § 34-4.48
- ii. Junkyards
- iii. Lumber and planing mills and lumber cutting and other finishing processes § 34-4.53
- iv. Metal plating, buffing, polishing, and the manufacturing, compounding, processing, packaging or treatment of solvents, surface coatings, degreasing/metal cleaning materials, pesticides (including storage), pharmaceuticals or chemicals § 34-4.50
- v. Other industrial uses of a similar and no more objectionable character § 34-4.51
- vi. Painting, varnishing and undercoating shops § 34-4.49

D. ACCESSORY USES

- i. Electric vehicle infrastructure § 34-4.55
- ii. Outdoor space for seating areas accessory to a restaurant § 34-4.32

E. DEVELOPMENT STANDARDS

Lot Size

Minimum lot area: Not specified

Setbacks

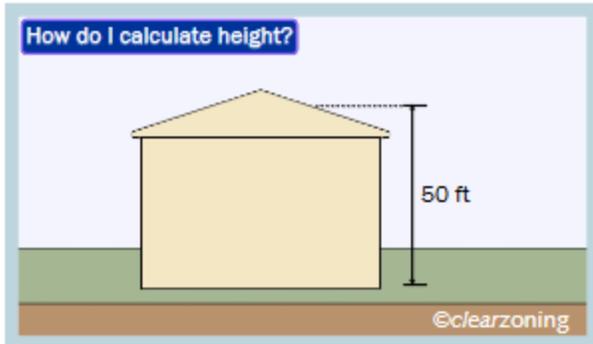
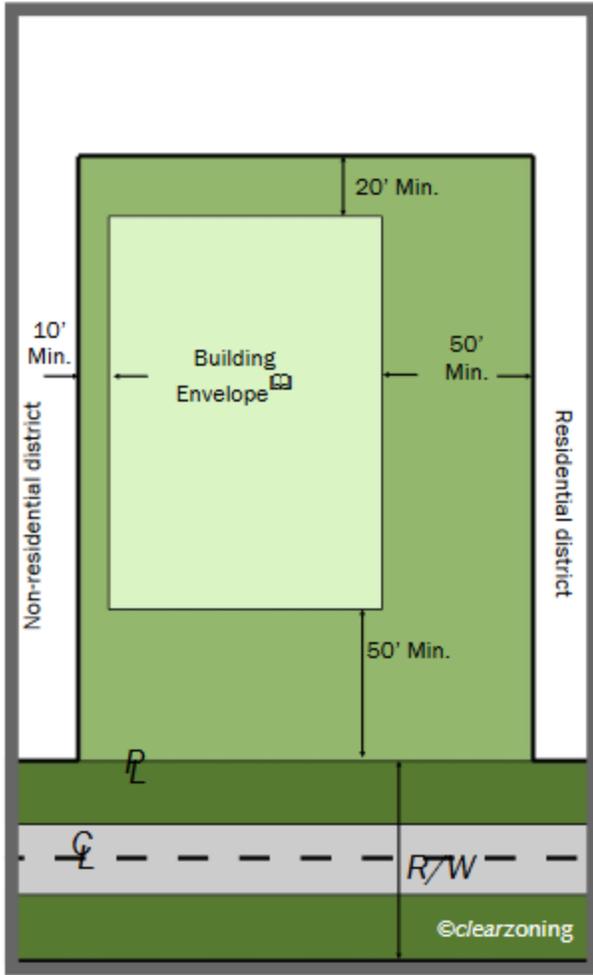
Minimum front yard setback: 50 ft  
Minimum rear yard setback: 20 ft  
Minimum side yard setback: 10 ft  
Minimum from residential district: 20 ft  
Minimum from side street: 25 ft

Building Height

Maximum building height: 50 ft  
Maximum number of stories: 3

NOTES

■ For additions to the above requirements, refer to Section 34-3.5: A, M, N, S, T, U and V



**Section 3 of Ordinance. Ordinance Amendment.**

The Farmington Hills City Code, Chapter 34, “Zoning,” Article 4, “Use Standards,” Section 34-4.28, “Gasoline Service Stations,” is amended in its entirety to read as follows:

**34-4.28 GASOLINE SERVICE STATIONS**

1. Within all zoning districts within which the use is permitted:

- A. The minimum lot area for gasoline service stations shall be fifteen-thousand (15,000) square feet;
- B. Pump canopies shall be no closer than one-hundred (100) feet from any residentially-zoned and/or -used property unless such property is separated from the gasoline service station use by a major or secondary thoroughfare;
- C. No more than one (1) driveway access shall be permitted per street frontage;
- D. Vehicular access drives shall be located no closer than twenty-five (25) feet from the right-of-way of any intersecting street;
- E. Parking areas and areas for vehicular circulation shall be located not less than ten (10) feet from any lot line;
- F. All sides of the building shall incorporate a consistent architectural style, including horizontal or vertical design elements that have sufficient relief to create shadow lines, and the type of element (i.e. horizontal or vertical) shall be determined by the intended design aesthetic of the building;
- G. The building shall have a minimum transparency of sixty (60) percent on any façade facing a pump island or the front lot line. Such transparency shall be measured based on the total wall area of the façade. False windows, spandrel glass or similar façade or architectural features shall not be counted towards the transparency requirement;
- H. Any canopy structure shall be designed and constructed in a manner that is architecturally consistent with the principal building;
- I. The parcel or zoning lot shall be separated from any public thoroughfare by a masonry wall a minimum of two (2) feet in height notwithstanding Section 34-5.14.5. Such wall shall be architecturally consistent with the principal building;
- J. Gas stations may be developed according to the following design standards that allow for the principal building to be closer to the street with the pump islands and canopy located behind the building. The standards of this Subsection J shall take precedence over any conflicting design or dimensional requirement contained elsewhere in this Ordinance:
  - i. The principal building shall be located not less than five (5) feet from the front lot line; and
  - ii. Any pump canopy shall be located to the rear of the principal building;
- K. The storage, sale, or rental of new or used cars, trucks, trailers and/or any other vehicles on the zoning lot is prohibited; and
- L. Up to fifty (50) percent of fueling positions may be considered toward fulfilling the parking requirement for the gasoline service station for purposes of 34-5.2.

2. Within the B-3 District, gasoline service stations shall be permitted only on a zoning lot that is being actively used and occupied as a lawfully-conforming gasoline service station on the effective date of the ordinance adding this Subsection 34-4.28.2.
3. Within the B-1 District, principal buildings shall have a minimum setback of one-hundred (100) feet from any residentially-zoned and/or -used property unless such property is separated from the gasoline service station use by a major or secondary thoroughfare.
4. Within the LI-1 District, off-street loading and unloading space with a dimension of at least ten (10) feet by fifty (50) feet shall be provided but may be located within any required yard notwithstanding Section 34-5.4.
5. Within the LI-1 and ES districts, vehicle washes and automobile repair may be permitted as an accessory use.
6. Within the B-1, B-3, and ES districts, off-street loading and unloading space shall be provided in the ratio of at least ten (10) square feet per front foot of building but may be located within any required yard notwithstanding Section 34-5.4.

**Section 4 of Ordinance. Ordinance Amendment.**

The Farmington Hills City Code, Chapter 34, "Zoning," Article 4, "Use Standards," Section 34-4.31, "Retail Business and Fabrication, Repair, and Processing of Goods," is amended in its entirety to read as follows:

34-4.31 AUTOMOBILE REPAIR

1. Within all zoning districts within which the use is permitted:
  - A. Principal buildings shall be located no closer than one-hundred (100) feet from any residentially-zoned and/or -used property unless such property is separated from the automobile repair use by a major or secondary thoroughfare;
  - B. All buildings shall be oriented such that bay doors and/or open bays face away from any public roads and/or residentially-zoned and/or -used property unless screened from such roads and/or property by a building;
  - C. The storage, sale or rental of new or used cars, trucks, trailers and/or any other vehicles on the zoning lot is prohibited;
  - D. Damaged vehicles or those awaiting repair may be stored outside of a building provided that the storage area is enclosed within a wall that complies with Section 34-5.15;
  - E. Outdoor storage of scrap, junk or dismantled cars or spare parts on the zoning lot is prohibited;
  - F. All lubrication equipment, automobile wash equipment, hoists and/or pits shall be enclosed entirely within a building; and

- G. All repair work shall be carried out within an enclosed building.
- 2. Within the B-2 and B-3 districts, automobile repair shall be permitted only when developed as part of a larger planned shopping center designed to integrate the automobile repair within the site plan and architecture of the overall shopping center. A building permit shall not be issued separately for the construction of any automobile repair within the B-2 and B-3 districts.

**Section 5 of Ordinance. Ordinance Amendment.**

The Farmington Hills City Code, Chapter 34, "Zoning," Article 4, "Use Standards," Section 34-4.35, "Drive-In Restaurants," is amended in its entirety to read as follows:

**34-4.35 DRIVE-IN RESTAURANTS (INCLUDING DRIVE-THROUGH WINDOWS)**

- 1. Within the B-3 District:
  - A. Any space for the stacking of vehicles shall be located no closer than thirty-five (35) feet from any residentially-zoned and/or -used property;
  - B. A minimum 1,100-square-foot area with indoor seating for at least twenty (20) people shall be provided; and
  - C. An outdoor space for seating accessory to the drive-in restaurant comprised of at least six (6) seats shall be provided. Section 34-4.32 shall not apply to such outdoor seating space. The Planning Commission may reduce the outdoor seating requirement, or waive it entirely, if it finds that there is insufficient area available to appropriately place the seating, or that its location would make it unlikely that it would be utilized or would make it difficult to be utilized, or if the unique circumstances of the use make providing the seating undesirable.
- 2. Within the B-3 and LI-1 districts, vehicular access drives shall be located no closer than sixty (60) feet from the right-of-way of any intersecting street.
- 3. Drive-in restaurants shall comply with Section 34-5.2.12.

**Section 6 of Ordinance. Ordinance Amendment.**

The Farmington Hills City Code, Chapter 34, "Zoning," Article 4, "Use Standards," Section 34-4.36, "Outdoor Space for Sale or Rental of New or Used Motor Vehicles, Trailers, Mobile Homes, Boats, Recreational Vehicles and Other Similar Products," is amended in its entirety to read as follows:

**34-4.36 OUTDOOR SPACE FOR SALE OR RENTAL OF NEW OR USED MOTOR VEHICLES, TRAILERS, MOBILE HOMES, BOATS, RECREATIONAL VEHICLES AND OTHER SIMILAR PRODUCTS**

- 1. Within the B-3 and LI-1 districts:

- A. Areas for display of vehicles shall meet the setback requirements applicable to principal buildings within the zoning district within which the use is located; and
  - B. Vehicular access drives to the outdoor sales area shall be located not less than sixty (60) feet from the intersection of any two (2) streets.
2. Within the B-3 District, and except as to zoning lots that are being actively used and occupied as a lawfully-conforming outdoor space for sale or rental of new or used motor vehicles, trailers, mobile homes, boats, recreational vehicles and other similar products on the effective date of the ordinance adding this Subsection 34-4.36.2:
- A. The use shall be located on a lot that has all of its public street frontage for purposes of Section 34-5.11 on Grand River Avenue; and
  - B. The lot shall have a minimum frontage of two-hundred (200) feet on Grand River Avenue.

**Section 7 of Ordinance. Ordinance Amendment.**

The Farmington Hills City Code, Chapter 34, "Zoning," Article 4, "Use Standards," Section 34-4.40, "Vehicle Wash," is amended in its entirety to read as follows:

34-4.40 VEHICLE WASH

- 1. Within all zoning districts within which the use is permitted:
  - A. The minimum lot area for vehicle washes shall be fifteen-thousand (15,000) square feet;
  - B. All buildings, vehicular stacking space, vacuuming or other outside use area, except employee parking, shall be located no closer than one-hundred (100) feet from a residentially-zoned and/or -used property unless such property is separated from the vehicle wash use by a major or secondary thoroughfare;
  - C. Vehicular access drives shall be located no closer than two-hundred (200) feet from the intersection of any two (2) streets;
  - D. One traffic lane shall be provided as means of exiting the vehicle wash queue without having to enter the vehicle wash building;
  - F. All buildings shall be oriented such that bay doors and/or open bays face away from any public roads and/or residentially-zoned and/or -used property unless screened from such roads and/or property by a building;
  - G. Vacuuming and/or drying areas may be located outside the building but only within a rear yard;
  - H. All vehicles required to wait for access to the vehicle wash shall be provided space outside of any public right-of-way; and

- I. All washing facilities shall be within a completely enclosed building.
2. Within the B-3 district, vehicle washes shall be permitted only on a zoning lot that is being actively used and occupied as a lawfully-conforming vehicle wash on the effective date of the ordinance adding this Subsection 34-4.40.2.

**Section 8 of Ordinance. Repealer.**

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

**Section 9 of Ordinance. Savings.**

The amendments of the Farmington Hills Code of Ordinances set forth in this ordinance do not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendments of the Farmington Hills Code of Ordinances set forth in this ordinance.

**Section 10 of Ordinance. Severability.**

If any section, clause or provision of this ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any court of competent jurisdiction, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated, and such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this ordinance shall stand and be in full force and effect.

**Section 11 of Ordinance. Effective Date.**

The provisions of this ordinance are ordered to take effect twenty-one (21) days after enactment.

**Section 12 of Ordinance. Date and Publication.**

This ordinance is declared to have been enacted by the City Council of the City of Farmington Hills at a meeting called and held on the \_\_\_\_ day of \_\_\_\_\_, 2024, and ordered to be given publication in the manner prescribed by law.

Ayes:  
 Nays:  
 Abstentions:  
 Absent:

STATE OF MICHIGAN     )  
   ) ss.  
 COUNTY OF OAKLAND    )

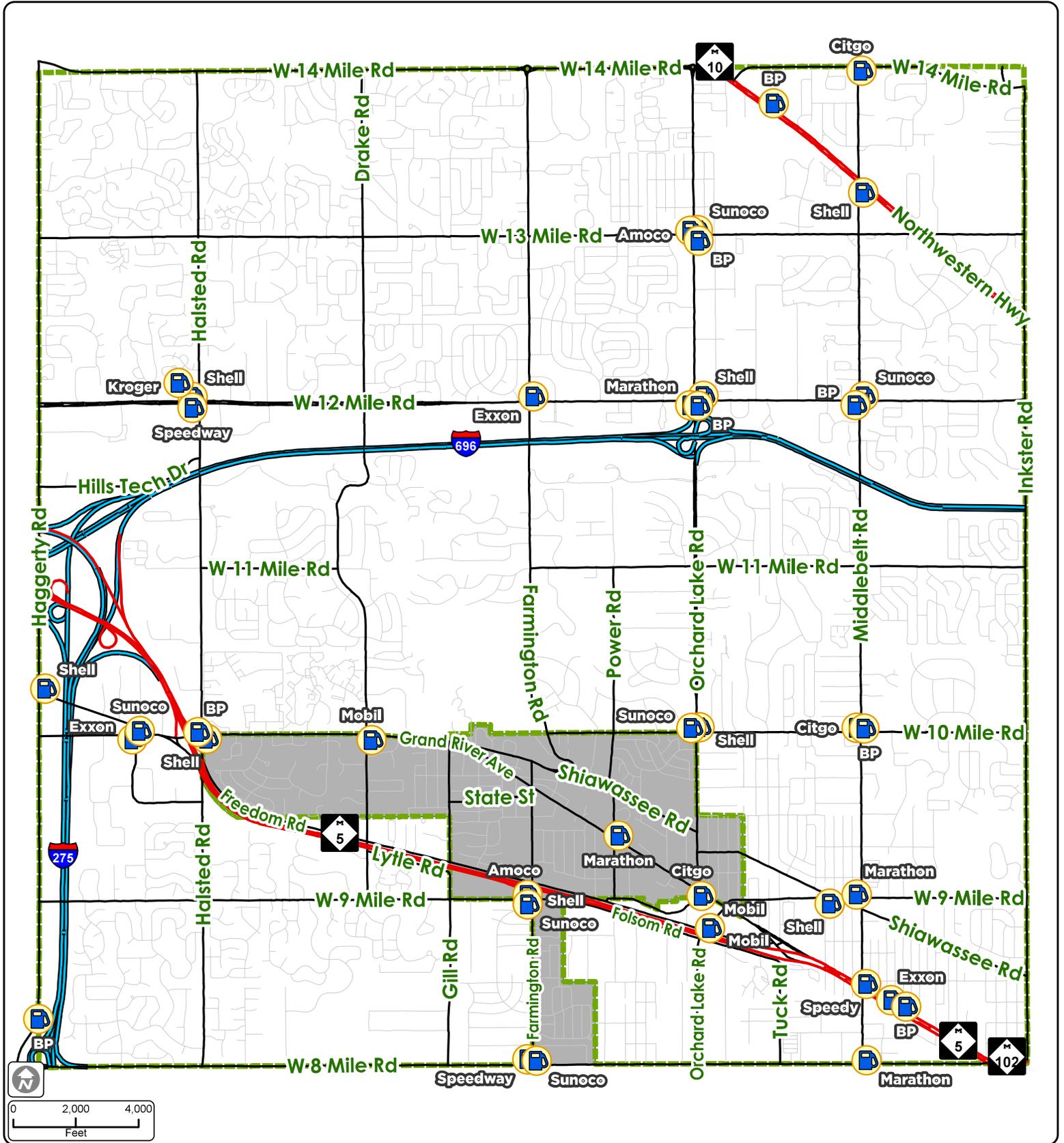
I, the undersigned, the qualified and acting City Clerk of the City of Farmington Hills, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington Hills at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the original of which is on file in my office.

---

CARLY LINDAHL, City Clerk  
City of Farmington Hills

# Gas Stations - August 2024

## City of Farmington Hills, Michigan



SOURCE: City of Farmington Hills GIS, 2024  
Oakland County GIS, 2024

### LEGEND

 Gas stations

**24-Hour Gas stations in Farmington Hills Research and Data**  
**Kris Canty, Staff Planner (June 25, 2024)**

**Farmington Hills and Farmington**

- 41 total gas stations (1.14 per sq mile)
- **11 gas stations open 24 Hours (27%)**

<b>Gas Station</b>	<b>Intersection</b>	<b>Zone</b>
<b>Marathon</b>	Middlebelt Road at Nine Mile Road	B-3
<b>Shell</b>	Haggerty Road at Grand River Avenue	B-3 /FRW-1
<b>Shell</b>	Halsted Road at W 12 Mile Road	B-1
<b>Shell</b>	Orchard Lake Road at W 10 Mile Road	B-3
<b>Shell</b>	Middlebelt Road at Northwestern Hwy (M-10)	B-3
<b>BP</b>	Middlebelt Road at W 10 Mile Road	B-3
<b>BP</b>	Orchard Lake Road at 12 Mile Road / I-696	B-3
<b>Marathon</b>	Orchard Lake Road at 12 Mile Road / I-696	ES
<b>Shell</b>	Halsted / M-5 at Grand River Avenue	
<b>Mobil</b>	Grand River Avenue at Drake Road	
<b>Speedway</b>	Farmington Road at 8 Mile	

**Novi**

- 13 total gas stations (0.42 per sq mile)
- **7 gas stations open 24 Hours (54%)**

<b>Gas Station</b>	<b>Intersection</b>
<b>Speedway</b>	Beck Road at W Pontiac Trail
<b>Shell</b>	Beck Road at I-96
<b>Shell</b>	Novi Road at 13 Mile Road
<b>Mobil</b>	Novi Road at Grand River Avenue
<b>Speedway</b>	Novi Road at W 10 Mile Road
<b>Speedway</b>	Haggerty Road at 14 Mile Road
<b>Speedway</b>	Haggerty Road at 8 Mile Road / I-275

**Southfield**

- 20 gas stations (0.76 per sq mile)
- **11 gas stations open 24 Hours (55%)**

<b>Gas Station</b>	<b>Intersection</b>
<b>Mobil</b>	Southfield Road at 13 Mile Road
<b>BP</b>	Telegraph Road at W. 12 Mile Road
<b>Shell</b>	Lahser Road at W. 11 Mile Road
<b>Mobil</b>	Lahser Road at W. 11 Mile Road

<b>Marathon</b>	Telegraph Road at W 10 Mile Road
<b>Amoco</b>	Lahser Road at Northwestern Hwy (M-10)
<b>Mobil</b>	Evergreen Road at W. 10 Mile Road
<b>Speedway</b>	Evergreen Road at Northwestern Hwy (M-10)
<b>Sunoco</b>	Southfield Road at W 10 Mile Road
<b>Shell</b>	Greenfield Road at W 10 Mile Road
<b>Exxon</b>	Southfield Fwy at W 8 Mile Road

#### Livonia

- 21 total gas stations (0.58 per sq mile)
- **11 gas station open 24 Hours (53%)**

<b>Gas Station</b>	<b>Intersection</b>
<b>Shell</b>	Merriman Road at 8 Mile Road
<b>Mobil</b>	Middlebelt Road at 8 Mile Road
<b>Speedway</b>	Newburgh Road at 7 Mile Road
<b>Shell</b>	Middlebelt Road at 7 Mile Road
<b>Shell</b>	Inkster Road at 7 Mile Road
<b>Shell</b>	Newburgh Road at 5 Mile Road
<b>Mobil</b>	Middlebelt Road at 5 Mile Road
<b>Sunoco</b>	Inkster Road at 5 Mile Road
<b>Exxon</b>	Merriman Road at I-96
<b>Sunoco</b>	Plymouth Road at Eckles Road
<b>Exxon</b>	Inkster Road at Plymouth Road

#### West Bloomfield

- 6 total gas stations (0.19 per sq mile)
- **3 gas stations open 24 Hours (50%)**

<b>Gas Station</b>	<b>Intersection</b>
<b>Shell</b>	Orchard Lake Road at Maple Road
<b>Shell</b>	Farmington Road at 14 Mile Road
<b>Shell</b>	Orchard Lake Road at Pontiac Trail

### Rochester Hills

- 14 total gas stations (0.42 per sq mile)
- **8 gas stations open 24 Hours (57%)**

Gas Station	Intersection
<i>Shell</i>	S. Adams Road at Walton Boulevard
<i>Mobil</i>	S. Adams Road at Walton Boulevard
<i>Speedway</i>	Rochester Road (M-150) at Avon Road
<i>Speedway</i>	M-59 at Crooks Road
<i>Shell</i>	M-59 at Crooks Road
<i>Sunoco</i>	M-59 at Rochester Road
<i>Shell</i>	Crooks Road at South Boulevard
<i>Meijer</i>	M-59 at Adams Road

### Troy

- 19 gas stations (0.56 per sq mile)
- **11 gas stations open 24 Hours (57%)**

Gas Station	Intersection
<i>Shell</i>	Dequindre Road at Long Lake Road
<i>Mobil</i>	Dequindre Road at E. 14 Mile Road
<i>Shell</i>	John R. Road at Big Beaver Road
<i>Speedway</i>	John R. Road at Big Beaver Road
<i>BP</i>	John R. Road at Maple Road
<i>Mobil</i>	John R. Road at E. 14 Mile Road
<i>Shell</i>	Stephenson Hwy at Maple Road
<i>Shell</i>	Rochester Road at Wattles Road
<i>Mobil</i>	Livernois Road at Long Lake Road
<i>Sunoco</i>	Livernois Road at Maple Road
<i>Speedway</i>	Rochester Road at Maple Road

### Canton

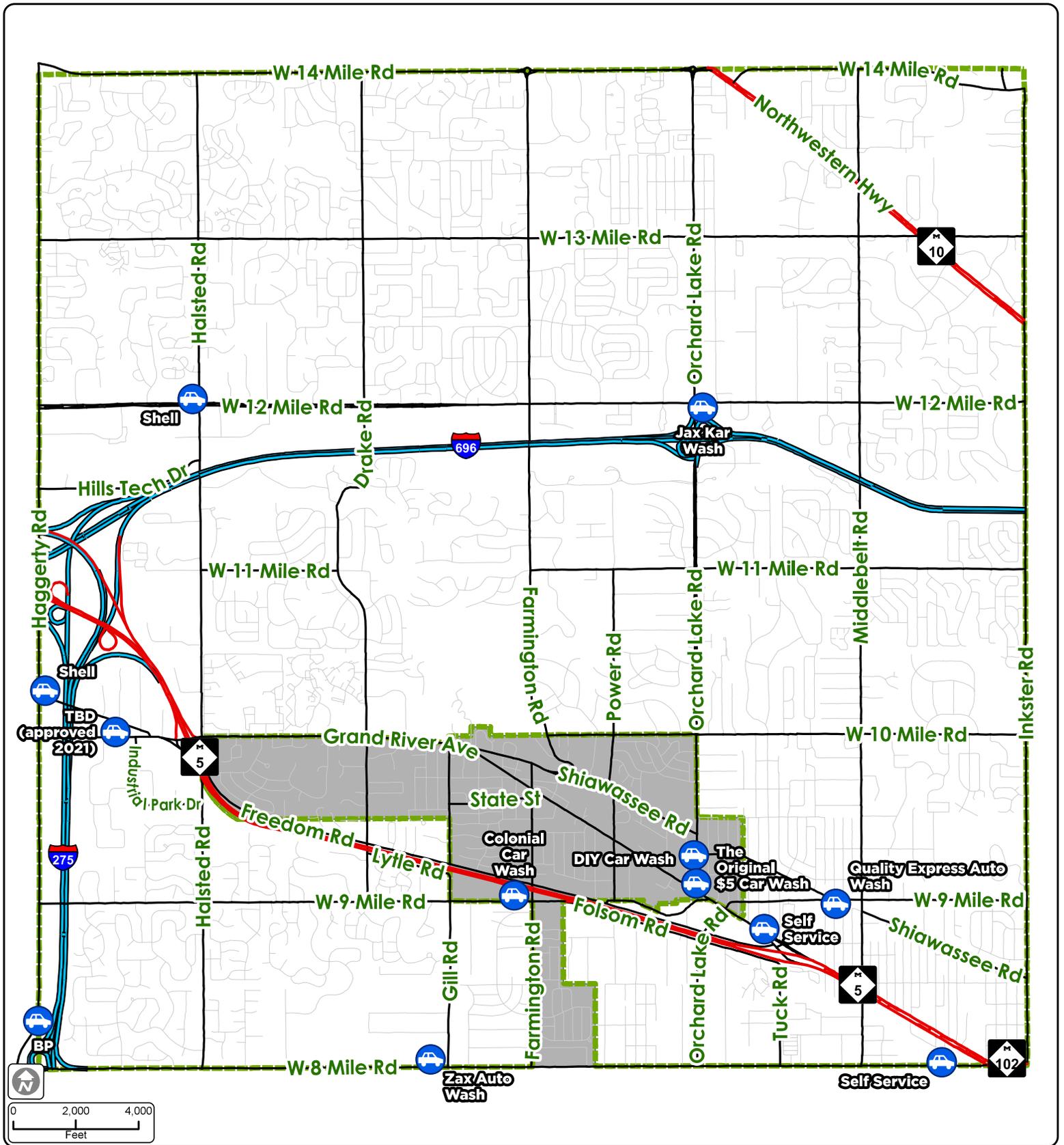
- 20 gas stations (0.55 per sq mile)
- **13 gas stations open 24 Hours (65%)**

Gas Station	Intersection
<i>BP</i>	Michigan Avenue (US-12) at Belleville Road
<i>Mobil</i>	Michigan Avenue (US-12) at Belleville Road
<i>Shell</i>	Michigan Avenue (US-12) at Sheldon Road
<i>Marathon</i>	Michigan Avenue (US-12) at Haggerty Road

<b>Shell</b>	Michigan Avenue (US-12) at I-275 / Lotz Road
<b>Sunoco</b>	Michigan Avenue (US-12) at I-275 / Lotz Road
<b>Mobil</b>	Michigan Avenue (US-12) at I-275 / Lotz Road
<b>BP</b>	Canton Center Road at Cherry Hill Road
<b>Speedway</b>	Ford Road (M-153) at Canton Center Road
<b>Speedway</b>	Ford Road (M-153) at Lilley Road
<b>BP</b>	Ford Road (M-153) at Haggerty Road / I-275
<b>Shell</b>	Ford Road (M-153) at Haggerty Road / I-275
<b>Mobil</b>	Haggerty Road at Joy Road

# Car Washes- August 2024

## City of Farmington Hills, Michigan



SOURCE: City of Farmington Hills GIS, 2024  
Oakland County GIS, 2024

**LEGEND**

 Car washes

**Car Wash Establishments in Farmington Hills Research and Data**  
**Kris Canty, Staff Planner (July 26, 2024)**

City of Farmington Hills and City of Farmington (0.33 per sq mi)

#	Car Wash	Closest Intersection	Zoning
1	Jax Car Wash	Orchard Lake Road at 12 Mile Road	B-3
2	Quality Express Auto Wash	9 Mile Road at Shiawassee Road	B-3
3	Self-Service Car Wash	8 Mile Road at Grand River Avenue	B-3
4	Zax Car Wash	8 Mile Road at Gill Road	B-3
5	The Original \$5 Car Wash	Farmington Road at 9 Mile Road / M-5 Freeway	
6	DIY Car Wash	Farmington Road at 9 Mile Road / M-5 Freeway	
7	Colonial Car Wash	Farmington Road at 9 Mile Road / M-5 Freeway	
8	Shell	Grand River Avenue at Haggerty Road	B-3
9	Shell	12 Mile Road at Halsted Road	B-1
10	Self-Service	Grand River Avenue at Tuck Road	B-3
11	BP	Haggerty Road at 8 Mile Road	ES
12	TBD (approved 2021)	10 Mile Road at Grand River Avenue	B-3

City of Livonia (0.14 per sq mi)

#	Car Wash	Closest Intersection
1	Zax Car Wash	Plymouth Road at Levan Road
2	Century Car Wash (BP Gas)	Levan Road at 5 Mile Road
3	Shell Car Wash	Merriman Road at 5 Mile Road
4	Carriage Wash	Inkster Road at 5 Mile Road
5	Zax Car Wash	Plymouth Road at Middlebelt Road

City of Novi (0.13 per sq mi)

#	Car Wash	Closest Intersection
1	Super X Car Wash	Haggerty Road at 8 Mile Road
2	Squeaky Shine Car Wash	Novi Road at 8 Mile Road
3	Pure Car Wash	Meadowbrook Road at 10 Mile Road
4	Original \$6 Soft Car Wash	Novi Road at Grand River Avenue

City of Southfield (0.30 per sq mi)

#	Car Wash	Closest Intersection
1	\$4 Car Wash	Greenfield Road at 13 Mile Road
2	Jax Car Wash	Southfield Road at 13 Mile Road
3	Car Wash (Gas Station)	Evergreen Road at 12 Mile Road
4	Jax Car Wash	Telegraph Road at 12 Mile Road
5	Jax Car Wash	Evergreen Road at 10 Mile Road
6	Soapbox Car Wash	Telegraph Road at 10 Mile Road

7	\$5 Soft Car Wash	Inkster Road at 8 Mile Road
8	Powa Wash	Inkster Road at 8 Mile Road

West Bloomfield Township (0.03 per sq mi)

#	Car Wash	Closest Intersection
1	Jax Car Wash	Orchard Lake Road at Maple Road

City of Rochester Hills (0.12 per sq mi)

#	Car Wash	Closest Intersection
1	Mr. T's Auto Wash	John R. Road at Auburn Road
2	Mr. T's Auto Wash	Crooks Road at M-59
3	Jax Car Wash	Rochester Road (M-150) at Auburn Road
4	Mr. C's Car Wash	Rochester Road at Woodward Ave (Rochester)

City of Troy (0.18 per sq mi)

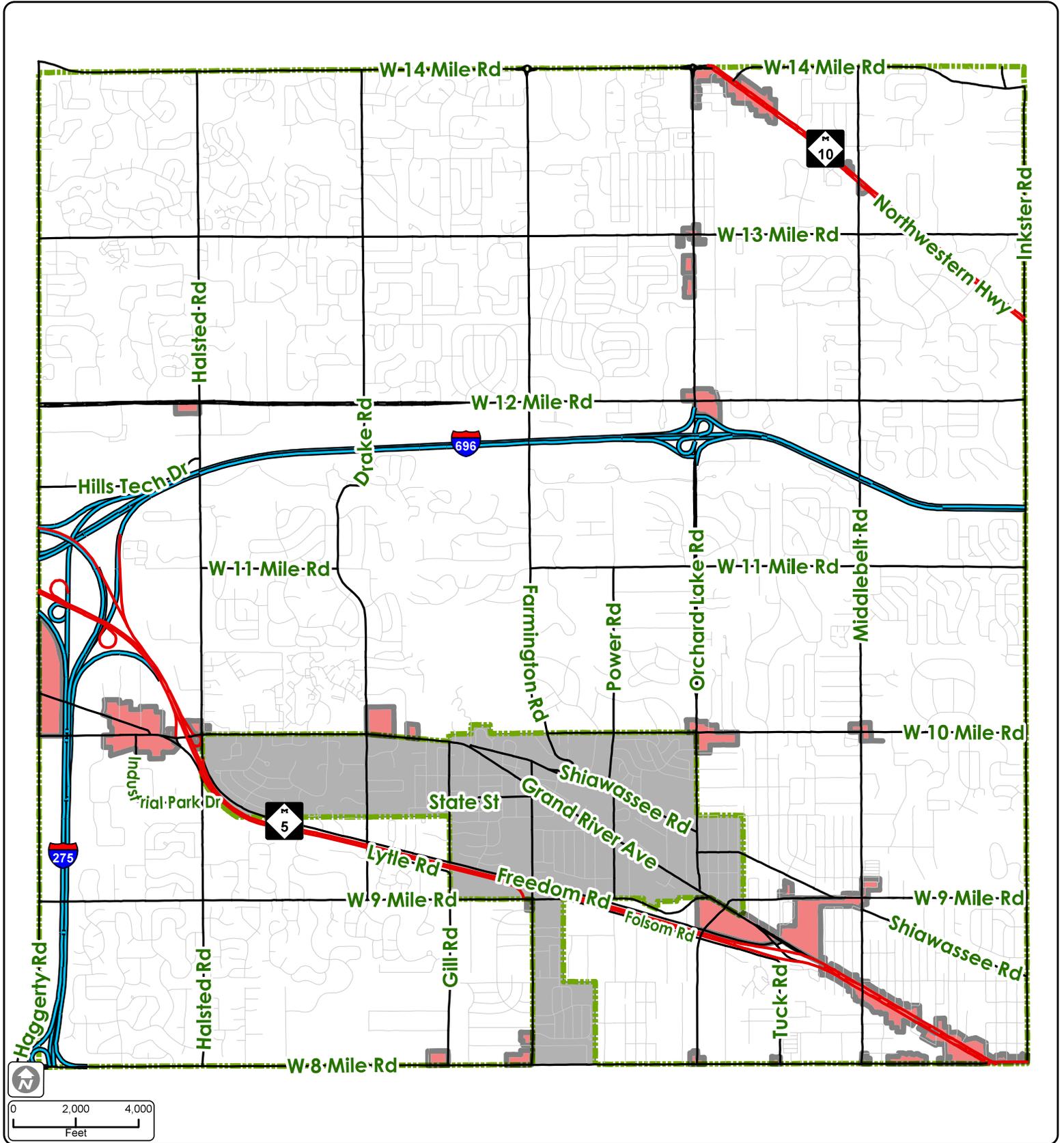
#	Car Wash	Closest Intersection
1	Ace Auto Wash	Dequindre Road at Maple Road
2	Pro Car Wash (Gas Station)	Rochester Road at Wattles Road
3	Pro Car Wash East	Rochester Road at Wattles Road
4	Paul's Auto Wash	Mian Street at Maple Road
5	Jax Car Wash	Coolidge Highway at Maple Road
6	Car Wash at BP	Crooks Road at Big Beaver Road

Canton Township (0.25 per sq mi)

#	Car Wash	Closest Intersection
1	Zippy's Auto Wash	Michigan Avenue (US-12) at Beck Road
2	Canton Auto Wash	Michigan Avenue (US-12) at Belleville Road
3	Quick Pass South	Michigan Avenue (US-12) at Canton Center Road
4	Car Wash (Gas Station)	Michigan Avenue (US-12) at Lotz Road
5	Car Wash (Gas Station)	Canton Center Road at Cherry Hill Road
6	Canton City Car Wash	Canton Center Road at Ford Road (M-153)
7	Mister Car Wash	Haggerty Road at Ford Road (M-153)
8	Quick Pass Canton Express Car Wash	Canton Center Road at Warren Road
9	Ultra Auto Wash	Lilley Road at Joy Road

# B3-General Business, Zoning Districts

## City of Farmington Hills, Michigan



SOURCE: City of Farmington Hills GIS, 2024  
Oakland County GIS, 2024

### LEGEND

#### Zoning districts

 B3-2.30% total land area



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

Date: November 25, 2024

Re: Consideration of Approval of an Ordinance Authorizing Conveyance of City Owned Property, parcel 22-23-34-408-009, to Claudio Rodrigo Aguilera Quezada REPORT FROM THE CITY MANAGER TO CITY COUNCIL

### ADMINISTRATIVE SUMMARY-

- The City received the referenced property from Oakland County due to tax foreclosure in September 2011. Since late summer of 2011, the City has owned the parcel.
- The parcel is zoned RA-3 one family residential, is .40 acres large, and fronts Osmus Avenue which is located at the mid to south-eastern portion of the City.
- Applicant and resident, Claudio Rodrigo Aguilera Quezada, has presented their interest in purchasing parcel 23-34-408-009 at an amount of \$5,000. This amount was reviewed by our City Assessor.
- The applicant will be required to combine this lot to their preexisting property.
- The applicant has also provided an earnest \$750 deposit as a part of the purchase agreement.
- City staff, along with the City Attorney, have been working on the documents required to close on the sale of this property.
- City Charter requires that City Council adopt an ordinance to convey City owned real property. As such, the City Attorney's office has reviewed this item and has drafted the Quit Claim Deed and Ordinance.

### RECOMMENDATION

IT IS RESOLVED, that the City Council of Farmington Hills hereby approves the introduction of an ordinance authorizing the conveyance of the property located at 22-23-34-408-009 to Claudio Rodrigo Aguilera Quezada for the sum of \$5,000, and authorizes the City Manager to sign the quit claim deed and any other documents necessary for closing and conveying said property to Claudio Rodrigo Aguilera Quezada, conditioned upon and subject to his compliance with the terms of the Purchase Agreement between Claudio Rodrigo Aguilera Quezada and the City.

Prepared by: Gary Mekjian, City Manager

Reviewed by: Cristia Brockway, Economic Development Director

Approved by: Gary Mekjian, City Manager

CITY OF FARMINGTON HILLS  
OAKLAND COUNTY, MICHIGAN

ORDINANCE NO. C-\_\_\_\_-24

AN ORDINANCE TO AUTHORIZE THE  
CONVEYANCE OF CERTAIN PROPERTY TO  
CLAUDIO RODRIGO AGUILERA QUEZADA, AN  
INDIVIDUAL.

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1.

The City Council of the City of Farmington Hills authorizes the City Manager to, upon Purchaser's payment of \$5,000.00, execute and deliver an appropriate deed conveying the City of Farmington Hills' interest in the property described on the attached Exhibit A to Claudio Rodrigo Aguilera Quezada, an individual ("Purchaser"), conditioned upon and subject to Purchaser's compliance with the terms of the Purchase Agreement between the City and Purchaser.

Section 2. Repealer.

All ordinances, parts of ordinances, or sections of the City Code in conflict with this Ordinance are repealed only to the extent necessary to give this Ordinance full force and effect.

Section 3. Severability.

Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

Section 4. Savings.

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

Section 5. Effective Date.

The provisions of this Ordinance are ordered to take effect twenty-one (21) days after enactment.



**EXHIBIT A**

Legal Description: T1N, R9E, SEC 34 KRAVE'S GRAND RIVER HEIGHTS LOT 149

Parcel # 22-23-34-408-009 (Vacant Land)

Address: None (Vacant, Farmington Hills, Michigan)

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF FARMINGTON HILLS

AGREEMENT REGARDING PURCHASE OF PROPERTY

THIS AGREEMENT REGARDING CONVEYANCE OF PROPERTY ("Agreement") is by and between CLAUDIO RODRIGO AGUILERA QUEZADA, an individual, whose address is 21116 Robinson Street, Farmington Hills, Michigan 48336 ("Purchaser") and the CITY OF FARMINGTON HILLS, a Michigan municipal corporation, whose address is 31555 Eleven Mile Road, Farmington Hills, Michigan 48336 ("Seller"), and shall be dated and effective as of the date on which it has been fully executed by Purchaser and Seller (the "Effective Date"). In this Agreement, Purchaser and Seller may be referenced together as the "Parties".

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, PURCHASER AND SELLER AGREE AS FOLLOWS:

Purchaser hereby offers and agrees to purchase from the Seller, and Seller agrees to sell to the Purchaser, the property described on the attached Exhibit "A" and any rights or easements presently existing for the benefit thereof (the "Property") subject to the terms and conditions set forth below:

1. Purchase Price. Purchaser shall pay to the Seller Five Thousand Dollars (\$5,000.00), which amount shall be referred to in this Agreement as the "purchase price." Payment of the purchase price shall be made in a bank certified check, cashier's check, or wire transfer of funds to an account designated in writing by Seller.
2. Earnest Money Deposit. With its delivery of this signed Agreement, Purchaser is depositing with Seller Seven Hundred and Fifty Dollars (\$750.00) in the form of a cashier's check made payable to Seller, which shall be deemed the "Earnest Money Deposit" to be held and applied by Seller in accordance with one of the following: (a) the terms of this Agreement; (b) a fully executed mutual release; or (c) a determination in a civil action indicating to whom or how the deposit must be paid or applied. If this Agreement is not signed by Seller within thirty (30) days of its receipt of this Agreement signed by Purchaser, the Earnest Money Deposit shall be returned to Purchaser upon written request to Seller.
3. Title Contingency. Within fourteen (14) calendar days after the Effective Date, Purchaser, at its option and expense, may, but is not required to, obtain in its possession a title insurance commitment issued by a title company of Purchaser's choosing ("Title Company") bearing a date later than the Effective Date, wherein the Title Company agrees to issue an ALTA owner's policy of title insurance with standard exceptions in the full amount of the Purchase Price, insuring title to the Property to be good and marketable and free and clear of all liens, claims, easements, restrictions, encumbrances, encroachments, leases or rights of parties in possession of every kind and nature whatsoever, except for "Permitted Encumbrances" as defined below ("Title Policy"). If Purchaser chooses not to obtain a title insurance commitment in accordance with the timing and terms of this paragraph, Purchaser is thereby choosing to accept title in its "AS-IS" condition. If Purchaser chooses to obtain a title insurance commitment in accordance with the timing and terms set forth above, within five (5) calendar days after the date on which Purchaser receives such title insurance commitment, Purchaser shall forward a copy of said commitment to the Seller. Purchaser shall have ten (10) calendar days after the date on which Purchaser receives the title

insurance commitment to review same. If Purchaser determines, in his sole discretion, that any lien, claim, easement, restriction, encumbrance, encroachment, lease or right of any party may interfere with Purchaser's contemplated use of the Property or is otherwise unacceptable to Purchaser for any reason whatsoever (hereinafter, "Title Defect"), Purchaser shall notify Seller of any such Title Defect within five (5) calendar days after said ten (10) day period. Any exception set forth in the commitment to which Purchaser does not timely object shall be a "Permitted Encumbrance." Seller shall use its best efforts to cure any Title Defect of which it is timely notified. If Seller fails to cure all such Title Defects within thirty (30) calendar days after the receipt of Purchaser's timely notice thereof, Purchaser's sole remedies are to either (i) terminate this Agreement, or (ii) waive any such Title Defect(s) and proceed to closing accepting title in its "AS IS" condition. Seller's failure to correct a title defect shall not be deemed a default under this Agreement. Purchaser shall pay for the Title Policy.

4. City Ordinance, City Easements, and Property Combination.

(a) This Agreement and any closing on Purchaser's purchase of the Property from Seller is contingent upon City Council of the City of Farmington Hills adopting, in its sole and absolute discretion, an ordinance as required under its City Charter for conveyance of the Property to Purchaser, and such ordinance becoming effective. The Parties agree that any prior indications of City Council regarding Purchaser's proposal to purchase the Property and the City's execution and terms of this Agreement shall not be considered and are not intended to represent or be relied upon as an indication or assurance of any kind as to whether the City Council will adopt such an ordinance. In the event such an ordinance is not adopted within sixty (60) days of the Effective Date, this Agreement and all of the obligations and liabilities of the Seller and Purchaser shall be terminated and of no further force and effect, unless the Parties mutually agree to an extension of time in writing. The failure of the City Council to adopt an ordinance as required under its Charter shall not be deemed a default by Seller under this Agreement, but in such event Seller shall return the Earnest Money Deposit to Purchaser.

(b) This Agreement and any closing on Purchaser's purchase of the Property from Seller is contingent upon the Property being combined with the adjoining Parcel No. 22-23-34-408-004 (which parcel is currently owned by Purchaser and has the address of 21116 Robinson Street, Farmington Hills, Michigan), such that the two properties form and become a single parcel and zoning lot for taxing, use, and zoning purposes (the "adjoining parcel combination"). Purchaser shall complete all applications and submissions necessary, and pay all fees and costs required for the processing and completion of the adjoining parcel combination within five (5) business days of the Effective Date of this Agreement. This Agreement shall not be considered and is not intended to represent or be relied upon as an indication or assurance of any kind as to whether the City will approve the adjoining parcel combination. In the event the adjoining parcel combination is not completed and finalized on or before the closing, this Agreement and all of the obligations and liabilities of the Seller and Purchaser may be terminated by Seller, in Seller's sole discretion, and shall be of no further force and effect. Denial of the adjoining parcel combination, even if by the City of Farmington Hills, shall not be deemed a default by Seller under this Agreement.

(c) The City of Farmington Hills will retain all existing easement rights and all City utilities, City roads, and any other City-owned improvements on, under, over, across, or within any and all parts of the Property, and Purchaser agrees to and shall execute easements granting and/or confirming those rights in a form required and acceptable to Seller at closing.

5. Taxes, Prorated Items, and Costs. The parties agree that the cost of completion of the required closing documents and the cost to conduct the closing shall be paid by Purchaser. Purchaser shall pay any required transfer tax, all closing fees and costs, and the costs associated with recording the required deed.

6. At Closing and Conveyance to Purchaser. At closing and prior to Seller's execution and delivery of a quit claim deed (in the form attached as Exhibit "B") conveying the Property to Purchaser, Purchaser shall have completed the following: (a) pay the purchase price less the amount of the Earnest Money Deposit to Seller with a cashier's check and verification satisfactory to Seller that such payment has cleared with funds deposited into Seller's desired bank account; (b) pay all required transfer taxes, closing fees and costs, costs associated with recording the deed from the Seller, and any other costs associated with or required for consummation of this transaction; (c) finalization of the property combination(s) required under this Agreement; and (d) execute a Property Transfer Affidavit as required by law and any and all other required documents required for the conveyance of the Property.

7. Possession. Seller shall deliver and Purchaser shall accept Seller's title and possession of the Property as of the date and time of Seller's execution and delivery of the deed conveying the Property to Purchaser at the closing.

8. Closing. The transaction contemplated under this Agreement shall be consummated at a meeting of the parties (the "closing") at 10:00 a.m., local time, at Seller's address set forth above on the date that is thirty (30) calendar days after the contingencies set forth in paragraph 4, above, have been completed, unless said date is a Saturday, Sunday or legal holiday, in which case the closing shall occur on the next immediately following business day. Notwithstanding the preceding sentence, the Parties may mutually agree in writing to an alternative place, date, and/or time for the closing, recognizing that time is of the essence in closing this transaction.

9. Seller's Disclosure Statement. Purchaser acknowledges that the Property is vacant land and a Seller Disclosure Statement was not available at the time this Agreement was written and is not required. If required or requested, Seller agrees to provide Purchaser with a Seller's Disclosure Statement at any time prior to closing pursuant to and to the extent required by Public Act 92 of 1993.

10. Defaults. In the event of material default by the Purchaser under this Agreement, Seller may, at Seller's option, declare a forfeiture hereunder, retain the Earnest Money Deposit, and pursue any legal or equitable remedies available to Seller. In the event of material default by Seller under this Agreement, Purchaser may, at Purchaser's option, elect to pursue any legal or equitable remedies available to Purchaser.

11. Notices. Any notice required to be given in accordance with the provisions of this Agreement shall be in writing and effective when delivered personally or when mailed by certified mail, return receipt requested, directed to the parties at the addresses set forth in this Agreement or at such other address as may be set forth in writing by the respective parties or attorney. It is agreed by the parties that notices required hereunder may, but are not required to, be delivered by email, provided a hard copy (originally signed copy) is mailed or delivered in a timely manner. If sent by email, the date and time of said notice shall be one day after the date and time the email was sent. If not sent by email, notice shall be deemed given on the earlier of (a) the date of personal delivery, (b) the date when received,

or (c) one day after mailing if mailed in the State of Michigan. Notices to Purchaser shall be addressed to the attention of "Claudio Rodrigo Aguilera Quezada." Notices to Seller shall be addressed to the attention of "City Manager."

12. Condition of Premises. Purchaser acknowledges that it is purchasing and by closing this transaction shall be deemed to have accepted the Property "AS IS." Purchaser acknowledges that (a) it has examined the Property in person or otherwise to its satisfaction; (b) it has had the opportunity to conduct additional inspections, surveys, examinations, environmental testing, soils testing, and other due diligence for the purchase of the Property; (c) Seller acquired ownership of the Property by way of a tax foreclosure and conveyance by Oakland County pursuant to and under the State of Michigan tax foreclosure and sale laws and procedures, and Seller has not inspected the Property and has no knowledge of its condition; and (d) Seller has not made any representations or warranties of any kind concerning the Property upon which Purchaser has placed reliance except as provided in this Agreement. Further, Purchaser hereby agrees to release Seller, Seller's employees, officials, councils, consultants, and attorneys from any and all claims whatsoever related to the condition of the Property, including without limitation any encroachments and defects involving the title or possession, soil conditions, environmental or hazardous material contamination, suitability for construction or use of any kind, or other conditions. Seller makes no representations regarding the existence or non-existence of environmental contamination or hazardous materials of any nature on, under, or near the Property and Purchaser shall indemnify and hold Seller harmless from any claims of contamination and/or statutory obligations to clean up the Property. Purchaser is strictly liable for the investigation of the title to and encroachments onto the Property and inspection of the Property itself, prior to signing this Agreement.

13. Grammar and Headings. Whenever words herein are used in the neuter, they shall be read in the feminine or masculine whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa. The headings contained herein are for the convenience of the Parties and are not to be used in construing the provisions of this Agreement.

14. Entire Agreement. Seller and Purchaser agree that this Agreement contains the entire agreement between them and that there are no agreements, representations, statements, or understandings that have been relied upon by them that are not stated in this Agreement.

15. Binding Effect. The covenants, representations, and agreements set forth in this Agreement are binding upon and inure to the benefit of the Parties hereto, their respective heirs, representatives, successors and assigns, and paragraphs 4(c) and 9 through 21 shall survive the closing and conveyance of the Property to Purchaser.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the statutes and laws of the State of Michigan. In the event that any provision herein shall be held by any court of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed severable and severed therefrom and the remaining provisions herein shall remain in full force and effect between the parties.

17. Non-Assignability. Purchaser shall not assign, sell, or transfer this Agreement or any of its rights, obligations, or interests arising hereunder without the prior written consent of

Seller, which consent may be withheld for any reason or no reason at all, in Seller's discretion. Any purported assignment contrary to the terms hereof shall be null, void, and have no force and effect, and shall not relieve the assignor of its obligations under and pursuant to this Agreement.

18. Counterparts and Electronic Copies. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signature to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

19. Incorporation of Exhibits. The exhibits attached at the end of this Agreement are incorporated herein and expressly agreed to and made a part of this Agreement for all purposes by this reference

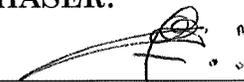
20. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire understanding and agreement between the parties hereto concerning Purchaser's purchase of the Property, and all prior negotiations, discussions, understandings, and agreements concerning the same are deemed to be merged herein.

21. Amendment. This Agreement may not be amended orally, but may only be amended in writing signed by all of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth opposite their signatures.

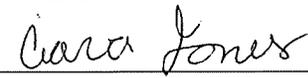
**PURCHASER:**

Dated: 10/17, 2024

  
\_\_\_\_\_  
Claudio Rodrigo Aguilera Quezada

STATE OF MICHIGAN    )  
  )ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 17 day of October, 2024, by Claudio Rodrigo Aguilera Quezada, an individual.

  
\_\_\_\_\_  
Ciara Jones , Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: December 03, 2030

**CIARA JONES**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF OAKLAND**  
**My Commission Expires December 03, 2030**

**SELLER:**  
CITY OF FARMINGTON HILLS

Dated: October 21, 2024

[Signature]  
By: Gary Mekjian  
Its: City Manager

Dated: October 21, 2024

[Signature]  
Attested By: Carly Lindahl  
Its: City Clerk

STATE OF MICHIGAN )  
 )ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 21 day of October, 2024, by Gary Mekjian, City Manager, and attested to by Carly Lindahl, Clerk, on behalf of the City of Farmington Hills.

[Signature]  
Alexandra Barshaw Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: 03/13/2028

ALEXANDRA BARSHAW  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires March 13, 2028  
Acting in the County of Oakland

ALEXANDRA BARSHAW  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires March 13, 2028

**EXHIBIT A**

Legal Description: T1N, R9E, SEC 34 KRAVE'S GRAND RIVER HEIGHTS LOT 149

Parcel # 22-23-34-408-009 (Vacant Land)

Address: Vacant, Farmington Hills, Michigan

**EXHIBIT B**

**Quit Claim Deed**

KNOW ALL MEN BY THESE PRESENTS, that CITY OF FARMINGTON HILLS, a Michigan municipal corporation, 31555 W. Eleven Mile Road, Farmington Hills, MI 48336 (“Grantor”), for and in consideration of the sum of Five Thousand Dollars 5,000.00), the receipt of which is acknowledged, conveys to CLAUDIO RODRIGO AGUILERA QUEZADA, an individual, whose address is 21116 Robinson Street, Farmington Hills, Michigan 48336 (“Grantee”), the real property situated in the City of Farmington Hills, County of Oakland, State of Michigan described on the attached and incorporated Exhibit “A” (the “Property”), together with all of the tenements, hereditaments, and appurtenances thereto belonging or in otherwise appertaining, subject to (a) restrictions, conditions, reservations, covenants, and easements of record, if any, and (b) all applicable building codes and zoning and other ordinances.

Grantor grants to Grantee the right to make any and all division(s) remaining under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended. This Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act. Grantor covenants and represents that it has not previously conveyed or transferred the above-described property or any part thereof.

Dated \_\_\_\_\_, 2024.

Signed by:  
CITY OF FARMINGTON HILLS

\_\_\_\_\_  
By: Gary Mekjian, Its City Manager

STATE OF MICHIGAN    )  
  ) ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Gary Mekjian, City Manager, on behalf of the City of Farmington Hills.

\_\_\_\_\_  
, Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by:  
Steven P. Joppich, Esq., Rosati Schultz Joppich Amtsbuechler, P.C., 27555 Executive Drive, #250, Farmington Hills, MI 48331

<b>When recorded return to:</b> Grantee	<b>Send Subsequent Tax Bills To:</b> Grantee	<b>Recording Fee:</b> _____ <b>Transfer Tax:</b> _____ <b>Parcel No.:</b> _____
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Exhibit "A" to Quit Claim Deed

Legal Description: T1N, R9E, SEC 34 KRAVE'S GRAND RIVER HEIGHTS LOT 149

Parcel # 22-23-34-408-009 (Vacant Land)

Address: Vacant, Farmington Hills, Michigan



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 11/25/2024

DEPT: POLICE DEPARTMENT

RE: AWARD OF BID FOR LOCKERS IN THE WOMEN'S LOCKER ROOM AT THE POLICE DEPARTMENT

### ADMINISTRATIVE SUMMARY

- The procurement and installation of lockers at the Police department was publicly advertised and competitively bid on the Michigan Inter-governmental Trade Network (MITN) e-procurement system, and after one postponement opened on October 30, 2024. Notification was sent to three hundred (300) vendors, (including seventy-six (76) that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled). We received zero "no bid" responses.
- The need for additional lockers in the women's locker room stems from a combination of factors that have evolved since the 2015 renovation. When the locker room was first renovated, the space was designed to accommodate the existing number of staff, but over time, changes in staffing, operational demands, and usage patterns have created a need for more storage capacity and functionality.
- The present renovation will allow for 10-15 additional lockers and two benches.
- The recommended vendor is Shelving.com. Shelving.com is the lowest responsive bidder and has previously installed lockers at the Police Department successfully.

### RECOMMENDATION

- IT IS RESOLVED that the City Council of Farmington Hills authorize the City Manager to issue a purchase order with Shelving.com, Madison Heights, MI in the amount of \$26,953.00 for the purchase and installation of lockers for the women's locker room at the Police Department.

Prepared by: Nikki Lumpkin, Senior Buyer  
Reviewed by: John Piggott Assistant Police Chief  
Reviewed by: Jeff King, Police Chief  
Approval by: Gary Mekjian, City Manager



# CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

City of Farmington Hills																		
BID TABULATION																		
itb-fl-24-25-2474																		
Purchase and Installation of Lockers for the Police Department																		
Opened 10/30/2024																		
													<i>Alternate Bids</i>					
Vendor Name	YTI Office Express, Troy, MI			Shelving + Rack System, Greenville, MI			The Casper Corporation, Farmington Hills, MI			Shelving.com, Madison Heights, MI			The Casper Corporation Alt. #1 Farmington Hills, MI			The Casper Corporation, Alt. #2 Farmington Hills, MI		
Itemized Bid	Qty. Based on Sq. Ft.	Unit Price	Total	Qty. Based on Sq. Ft.	Unit Price	Total	Qty. Based on Sq. Ft.	Unit Price	Total	Qty. Based on Sq. Ft.	Unit Price	Total	Qty. Based on Sq. Ft.	Unit Price	Total	Qty. Based on Sq. Ft.	Unit Price	Total
Lockers	14	\$1,850.00	\$25,900.00	15	\$1,416.25	\$21,243.75	15	\$1,331.91	\$19,978.70	15	\$1,490.75	\$22,361.26	15	\$1,185.00	\$17,775.00	15	\$1,209.61	\$18,144.15
Labor			\$ 2,900.00			Not listed			\$ 7,000.00			\$ 4,891.74			\$ 7,000.00			\$ 7,000.00
<b>Total Cost of Project (Purchase of lockers &amp; installation)</b>			<b>\$28,800.00</b>			<b>\$28,493.75</b>			<b>\$26,978.70</b>			<b>\$26,953.00</b>			<b>\$24,775.00</b>			<b>\$25,144.15</b>
Manufacturer/Brand/Model	Penco/Patriot/Gw2424			Tiffin/Steele Solutions			Spacesaver Free Style			Penco			Spacesaver Free Style			Spacesaver Free Style		
Estimated Lead Time for Lockers	8-10 wks			8-10- wks			15-17 wks			8-12 wks			15-17 wks			15-17 wks		
Estimated Time for Completion of Installation	4-5 hrs			1-2 Days			3 - 4 Days			2 Days			3 - 4 Days			3 - 4 Days		



**CITY MANAGER’S REPORT TO  
MAYOR AND COUNCIL**

**DATE: 11/25/24**

**DEPT: FIRE DEPARTMENT**

**RE: SERVICE OF 2016 PUMPER FIRE TRUCK**

**ADMINISTRATIVE SUMMARY**

- The 2016 Pumper Fire Truck is in of need of body and paint repairs. Through visual inspections the Fire Department has sought quotes for the repairs from 4 (four) different service facilities.
- Paint repairs are needed due to corrosion from salt and damage from everyday use. Manufacture is warranting areas that paint, and bodywork has prematurely fallen off. This damage is present and multiple areas of the cab and body of the apparatus.
- Rosenbauer South Dakota, LLC recommends Tilleda Paint & Body LLC for repairs to the Pumper Fire Truck. Tilleda Paint & Body LLC will honor Rosenbauer's warranty and is capable of providing the specific color and special paint required for the Rosenbauer Fire Truck.
- Funding for this project is available in the Fire Department Vehicle Maintenance Fund.

**BID TABULATION**

<b>Company Name</b>	<b>City, State</b>	<b>Total Bid</b>
Schroeder’s Auto and RV Repair	Howell, MI	\$86,038.46
Serra Superior Collision Center	Brighton, MI	\$47,598.00
Motor City Truck Collision	Brighton, MI	\$31,832.81
Tilleda Paint & Body LLC	Tilleda, WI	\$31,125.00 *

\*This amount does not include additional \$2,500.00 in towing fees to Wisconsin. Rosenbauer has agreed to cover an additional 25% of the non -warranted repairs from Tilleda.

**RECOMMENDATION**

- In view of the above, it is recommended that City Council authorize the City Manager to issue a purchase order for body work and painting of fire truck to Tilleda Paint & Body LLC in the amount not to exceed \$36,987.50 (\$33,625 + \$3,362.50 (10% contingency)).

###

Prepared by: John Orzech, Apparatus Coordinator



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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Reviewed by:	Michelle Aranowski, Director of Central Services
Department Approval:	Jon Unruh, Fire Chief
Executive Approval:	Gary Mekjian, City Manager



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 11/25/24

DEPT: Special Services

RE: BID WAIVERS FOR INSTRUCTORS, SPEAKERS, ARTISTS, MUSICIANS AND PERFORMERS

### ADMINISTRATIVE SUMMARY

- The Special Services Department contracts with instructors, speakers, artists, musicians, and performers to provide the community with unique educational, entertainment and training experiences.
- The City Charter requires sealed competitive bidding of commodities that individually or aggregately exceed \$10,000 in one fiscal year. The Charter also requires a waiver if it is in the best interest of the City to forgo competitively bidding a product or service. Bid waivers are requested for various reasons. In this case, the waiver is requested because the vendors that provide the services listed above are sole providers of their unique ability. Very often production rights to specific theater shows and musicals may cost upwards of \$10,000 and be exclusive to a licensing agent. In addition, band/musician tour routing is scheduled 1-2 years in advance.
- Bid waivers are an effective way to address unique procurement situations. Waiving the bid requirements allows staff to focus on other commodities where bidding would provide an economic or service improvement. In addition, some of these services require advanced booking of two (2)-three (3) years to ensure the providers are available. Waiving the bid process would allow staff time to plan, concerts, classes and events to meet vendor schedule deadlines.
- Independent contractor agreements will be utilized for all services to ensure vendors meet all City of Farmington Hills legal & insurance requirements.
- Funding for these services is provided in the Special Services operating account and offset by the revenue from said educational, entertainment and training experiences.

### RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to approve all independent contractor agreements and issue purchase orders for all budgeted instructors, speakers, artists, musicians, and performers for three (3) years.

###

Prepared by: Michelle Aranowski, Director of Central Services

Department Approval: Ellen Schnackel, Director of Special Services

Executive Approval: Gary Mekjian, City Manager



**CITY MANAGER'S REPORT TO  
MAYOR AND COUNCIL**

---

**DATE: 11/25/2024**

**DEPT: Public Services**

**RE: Vacation of Water Main Easement, located at 35700 Twelve Mile Road, in Section 8**

---

**ADMINISTRATIVE SUMMARY**

- The City has received a request to vacate a water main easement located at 35700 Twelve Mile Road, parcel number 23-08-400-012.
- An addition is currently proposed to the building and the property owner, Islamic Cultural Association, has requested to vacate the existing water main easement which will be in conflict with the new construction.
- A new water main easement will be granted as a condition of the Engineering Plan approval.
- The legal description of the easement to be vacated is attached.

**RECOMMENDATION**

IT IS RESOLVED, that the Farmington Hills City Council hereby approve the attached resolution to vacate a water main easement, as legally described therein, a copy of which is attached to the resolution, pursuant to the establishment of new water main easement as part of the engineering plan approval process.

**SUPPORT DOCUMENTATION**

The Islamic Cultural Center, located at 35700 Twelve Mile Road, is currently proposing to construct an addition to the existing building. The addition will be in conflict with a portion of the existing water main therefore it is proposed to be relocated. Because of this, the property owner has submitted a request to the City to vacate the water main easement which is in interference with the new construction. A fully executed replacement water main easement will be required as part of the engineering plan approval process and this vacation request will be contingent upon receipt of said easement.



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

---

The City contacted the Oakland County Water Resources Commissioner's Office, City Attorney and City Departments for comments on the water main easement vacation and there were no objections regarding this vacation request. Based on our review and input from the above agencies, we are recommending the vacation of the water main easement, subject to the granting of a new easement.

###

Prepared by: Tammy Gushard, P.E., Senior Engineer  
Reviewed by: Jacob Rushlow, P.E., Director of Public Services  
Approved by: Gary Mekjian, P.E., City Manager





# PARENT PROPERTY LEGAL DESCRIPTION

## EXHIBIT A



### DRAKE ROAD

SE CORNER SECTION 8  
T 1N, R 9E  
FARMINGTON HILL,  
OAKLAND COUNTY  
MICHIGAN

500°04'56"E 746 31' R

60' EXCEPTION

S89°38'26"W 396 00' R

S89°26'00"W 396 00' R

500°04'56"E  
275 00' R

### Legal Description

### LEGAL DESCRIPTION - ORIGINAL PARCEL

PROPERTY LOCATED IN THE CITY OF FARMINGTON HILLS, COUNTY OF OAKLAND, STATE OF MICHIGAN

PART OF EAST 1/4 OF SOUTHEAST 1/4 OF SECTION 8, TOWN 1 NORTH RANGE 9 EAST, BEGINNING AT POINT DISTANT SOUTH 89 DEGREES 26 MINUTES 00 SECONDS WEST, 396 FEET FROM SOUTHEAST SECTION CORNER, THENCE SOUTH 89 DEGREES 38 MINUTES 26 SECONDS WEST, 919 72 FEET, THENCE NORTH 00 DEGREES 48 MINUTES 36 SECONDS WEST, 1021 33 FEET, THENCE NORTH 89 DEGREES 38 MINUTES 26 SECONDS EAST 1328 69 FEET THENCE SOUTH 00 DEGREES 04 MINUTES 56 SECONDS EAST, 746 31 FEET, THENCE SOUTH 89 DEGREES 38 MINUTES 26 SECONDS WEST, 396 FEET THENCE SOUTH 00 DEGREES 04 MINUTES 56 SECONDS EAST, 275 00 FEET TO POINT OF BEGINNING, EXCEPT PART OF SOUTHEAST 1/4 BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 04 MINUTES 56 SECONDS WEST, 275 00 FEET FROM SOUTHEAST SECTION CORNER, THENCE SOUTH 89 DEGREES 38 MINUTES 44 SECONDS WEST, 60 FEET, THENCE NORTH 00 DEGREES 04 MINUTES 56 SECONDS WEST, 746 31 FEET, THENCE NORTH 89 DEGREES 38 MINUTES 44 SECONDS 60 00 FEET, THENCE SOUTH 00 DEGREES 04 MINUTES 56 SECONDS EAST, 746 31 FEET TO THE POINT OF BEGINNING ALSO EXCEPTING AT POINT DISTANT NORTH 89 DEGREES 38 MINUTES 44 SECONDS WEST, 396 FEET FROM SOUTHEAST SECTION CORNER, THENCE NORTH 89 DEGREES 38 MINUTES 44 SECONDS WEST, 919 89 FEET, THENCE NORTH 00 DEGREES 05 MINUTES 29 SECONDS WEST, 60 FEET, THENCE SOUTH 89 DEGREES 38 MINUTES 44 SECONDS EAST, 919 90 FEET THENCE SOUTH 00 DEGREES 04 MINUTES 56 SECONDS EAST, 60 FEET TO BEGINNING SUBJECT TO ALL EASEMENTS AND RESTRICTION OF RECORD

TAX PARCEL NO 22-23-08-400-012

NOTE LEGAL DESCRIPTION PROVIDED BY LAND SPECIALISTS FROM A TOPOGRAPHIC SURVEY PERFORMED ON 11/15/2015

60  
EXCEPTION

60' ROW LINE

12 MILE ROAD

N89°38'26"E 1328 69' R

S89°38'26"W 919 72' R

N00°48'36"W 1021 33' R



Civil Engineers Land Planning  
Land Surveying

**Orman Engineering, LLC**  
5476 Vivian Lane  
Waterford, MI 48327  
P 248 682 6001  
E alex@ormanengineering.com

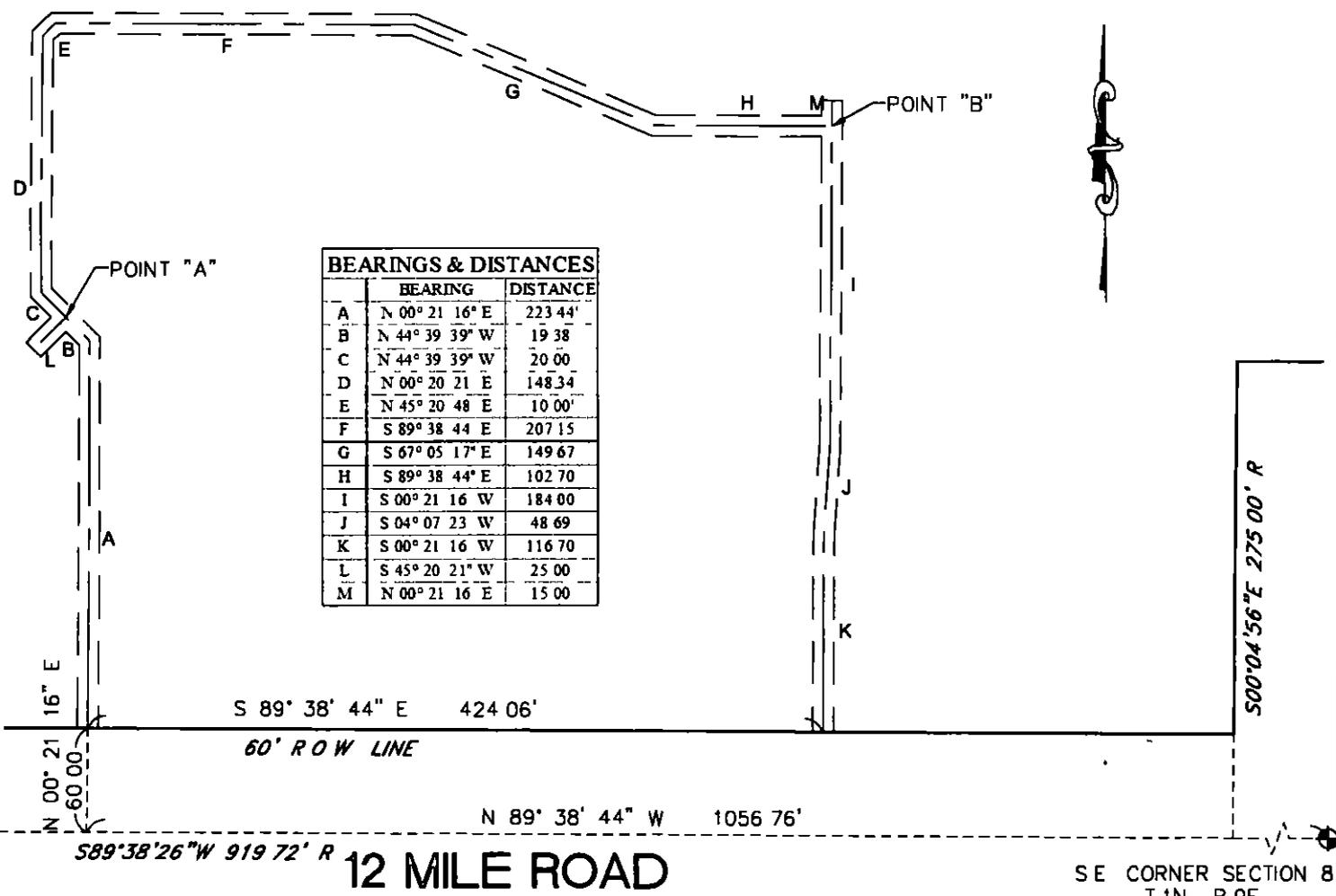
Client  
**Islamic Cultural Association**  
35700 W 12 Mile Rd  
Farmington Hills, MI 48331

Scale 1" = 150

Project No 1195	
Date 05-02-2018	Sheet 1 of 2
Drawn By SDM	Checked By AO

# 12' WIDE WATER MAIN EASEMENT

## EXHIBIT B



A 12 foot wide easement for the purpose of access to a water main located in the City of Farmington Hills, County of Oakland, State of Michigan, the centerline which is described as follows

Commencing at the Southeast corner of Section 8, Township 1 North, Range 9 East, Farmington Hills, Oakland County, Michigan, thence along the South line of said Section 8, North 89 degrees 38 minutes 44 seconds West, 1056.76 feet, thence North 00 degrees 21 minutes 16 seconds East, 60.00 feet to the Point of Beginning of this easement, thence North 00 degrees 21 minutes 16 seconds East, 223.44 feet, thence North 44 degrees 39 minutes 39 seconds West, 19.38 feet to a point that will later be referenced as Point "A", thence North 44 degrees 39 minutes 39 seconds West, 20.00 feet, thence North 00 degrees 20 minutes 21 seconds East, 148.34 feet, thence North 45 degrees 20 minutes 48 seconds East, 10.00 feet, thence South 89 degrees 38 minutes 44 seconds East, 207.15 feet, thence South 67 degrees 05 minutes 17 seconds East, 149.67 feet, thence South 89 degrees 38 minutes 44 seconds East, 102.70 feet to a point that will later be referenced as Point "B", thence South 00 degrees 21 minutes 16 seconds West, 184.00 feet, thence South 04 degrees 07 minutes 23 seconds West, 48.69 feet, thence South 00 degrees 21 minutes 16 seconds West, 116.70 feet to the Point of Ending of this easement, said point of ending being located South 89 degrees 38 minutes 44 seconds East, 424.06 feet from the Point of Beginning of this easement, also a 12 foot wide water main easement, the centerline of which being described as follows Beginning at the aforementioned Point "A", thence South 45 degrees 20 minutes 21 seconds West, 20.46 feet to the Point of Ending, also a 12 foot wide water main easement, the centerline of which being described as follows Beginning at the aforementioned Point "B", thence North 00 degrees 21 minutes 16 seconds East, 15.00 feet to the Point of Ending

pt. 23-08-400-012

SE CORNER SECTION 8  
T 1 N., R 9 E  
FARMINGTON HILL,  
OAKLAND COUNTY  
MICHIGAN



Orman Engineering, LLC  
5476 Vivian Lane  
Waterford, MI 48327  
P 248 682 6001  
E alex@ormanengineering.com

Client Islamic Cultural Association 35700 W 12 Mile Rd Farmington Hills, MI 48331	Project No 1195	
	Date 05-02-2018	Sheet 2 of 2
Scale 1" = 100	Drawn By SDM	Checked By A O



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

---

**DATE:** 11/25/2024

**DEPT:** Public Services

**RE:** Assignment of Easement to the Evergreen-Farmington Sanitary Drain  
Drainage District

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### ADMINISTRATIVE SUMMARY

- A sanitary sewer and pump station currently exists along the southside of Biddestone Lane, east of Farmington Road.
- The sanitary sewer system is located within an existing easement which was granted to the City of Farmington Hills in 1976 for the purpose of operating, construction, maintenance, and repairing of the sanitary sewer system.
- The City does not own or operate any portion of sanitary sewer system located within the existing easement and does not intend to construct a sanitary sewer within this easement in the future.
- The sanitary sewer system which currently exists is part of the Evergreen-Farmington Sanitary Drain Drainage District (EFSD) which is under the jurisdiction of the Oakland County Water Resources Commissioners Office (WRC).
- The EFSD is proposing to complete upgrades to the sanitary sewer system and pump station located within the easement and requested the easement be reassigned to them.
- The City Attorney's office has reviewed the easement and the Assignment of Easement document for the conveyance to the EFSD.

### RECOMMENDATION

IT IS RESOLVED, that the Farmington Hills City Council hereby authorize the City Manager and City Clerk to sign the Assignment of Easement.

# # #

Prepared by: Tammy Gushard, P.E., Senior Engineer  
Reviewed by: Jacob Rushlow, P.E., Director of Public Services  
Approved by: Gary Mekjian, P.E., City Manager

## **ASSIGNMENT OF EASEMENT**

The Easement for operating, constructing, maintaining and repairing a sanitary sewer system and pump station, granted to the City of Farmington Hills (the "City") whose address is 31555 W. Eleven Mile Rd., Farmington Hills, MI 48336-1103, which easement is located in Section 15 of the City, is the subject matter of this Assignment, and shall be referred to herein as the "Easement."

WHEREAS, the owners of the property, upon which the Easement is located (the "Property"), granted the City the Easement to construct, operate, maintain, repair and replace a sanitary sewer system, including a sanitary sewer line and associated pump station, in the easement recorded at Liber 6750, Page 148, Oakland County Records.

WHEREAS, the City does not own or operate the sanitary sewer system within the easement granted, and has investigated and confirmed it does not intend to construct, operate or maintain a sanitary sewer system within that location. The sanitary sewer system which currently exists is part of the Evergreen-Farmington Sanitary Drain Drainage District (EFSD) which is under the jurisdiction of the Oakland County Water Resources Commissioners Office (WRC).

WHEREAS, the Drainage Board for the Evergreen-Farmington Sanitary Drain Drainage District (the "Drainage Board"), through the Oakland County Water Resource Commissioners Office has plans to complete upgrades to the sanitary sewer system and pump station located within the easement.

WHEREAS, the Drainage Board can use the Easement to complete its upgrade to the Biddestone Pump Station and seeks an assignment of the Easement to the Drainage Board for this purpose.

WHEREAS, the City is a user of the Evergreen-Farmington Sanitary Drain Drainage District and also has no need for the Easement, and seeks to assign them as requested.

***NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:***

- I. That the following Easement, located in Section 15 of the City, recorded at Liber 6750, Page 148, Oakland County Records, for operating, constructing, maintaining and repairing a sanitary sewer system and pump station, be assigned to the Drainage Board for the Evergreen-Farmington Sanitary Drain Drainage District for operation and maintenance of a sanitary sewer system.
2. This Assignment shall be recorded with the Oakland County Register of Deeds.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

GRANTOR:

The City of Farmington Hills

\_\_\_\_\_  
Gary Mekjian, City Manager

\_\_\_\_\_  
Carly Lindahl, City Clerk

COUNTY OF OAKLAND        )  
  ) SS  
STATE OF MICHIGAN        )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2024, Gary Mekjian, City Manager and Carly Lindahl, City Clerk, executed the foregoing document before me and being duly sworn on behalf of the City of Farmington Hills.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Oakland County, Michigan  
Acting in the County of \_\_\_\_\_

The Drainage Board for the Evergreen-Farmington  
Sanitary Drain Drainage District

\_\_\_\_\_

Please print or type name beneath signature.

COUNTY OF OAKLAND     )  
  ) SS  
STATE OF MICHIGAN     )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2024, \_\_\_\_\_  
executed the foregoing document before me and, being duly sworn, stated that he/she  
is the \_\_\_\_\_ of The Drainage Board for the Evergreen-Farmington  
Sanitary Drain Drainage District, with its full authority and as its free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Oakland County, Michigan  
Acting in the County of \_\_\_\_\_

Drafted by:  
Elizabeth K. Saarela, Esquire  
Rosati, Schultz, Joppich & Amtsbuechler, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

When recorded return to:  
Carly Lindahl, City Clerk  
31555 W. Eleven Mile Road  
Farmington Hills, MI 48336



2316427011

FAT064  
Quarter Section- SE  
SECTION- 16

2315301009

2315301010

Biddestone Woods

FAT059  
Quarter Section- SW  
SECTION- 15

2315303011

City of Farmington Hills

2315303010

2315303012

**PERMANENT EASEMENT FOR SANITARY  
SEWER TO THE CITY OF FARMINGTON HILLS  
AS RECORDED IN LIBER 6750 PAGE 148, O.C.R.**

2316426012

2315352002

2315352003

Ridgewood Manor

2315352004

2315352005

**Legend**

- Subdivision Plat Boundary
- Right-of-Way
- QuarterGrid
- Property Lines
- OCDC Sewer Easement
- Municipal District

REVISION BLOCK			
PARCEL BASE / SOURCE DATE:			
REV. NO:	REV. BY:	REV. DATE:	DESCRIPTION:
1			
2			
3			
4			

**BIDDESTONE PUMP STATION  
PUMP STATION SITE  
SW 1/4 OF SECTION 15  
CITY OF FARMINGTON HILLS**

ORIG. DATE: 03/27/2023  
SCALE: 1"= 50'  
DESIGNED BY:  
DRAWN BY: TJR



ONE PUBLIC WORKS DRIVE  
BLDG. 95 WEST  
WATERFORD, MI  
48328-1907  
SHEET NO. : 1 OF 1

**DISCLAIMER:**  
The information displayed in this map is compiled from recorded deeds, plats, tax maps, surveys and other public records. Although this information is intended to accurately reflect public information, it is not a legally recorded map or survey and is not intended to be used as one. Users should consult primary/original information sources where appropriate.

Sept-10-76

9/15

LIBER 6750 PAGE 148

EASEMENT

FHS-SW15-6-70R-P.S.

KNOW ALL MEN BY THESE PRESENTS, That

76 74124

Edward N. Moseman & Anne G. Moseman his wife, 29606 Middlebelt, Apt. 1801, Farmington, Mich.

hereinafter called the Grantor, for and in consideration of the sum of Two Thousand One Hundred Forty-six Dollars (2146.00) paid to her by the City of Farmington Hills, a Michigan Municipal Corporation, hereinafter called the City, whose address is 31555 Eleven Mile Road, Farmington Hills, Michigan 48024, do hereby grant to the City the right to construct, operate, maintain, repair and/or replace a sanitary sewer system across and through the following described land situated in the Township of Farmington, Oakland County, Michigan.

The permanent easement "A" shall consist of the east 20.0 ft of the west 96.0 ft (excepting the north 70.0 ft) of the hereinafter described Parcel 23-15-303-010.

Also a permanent easement "B" consisting of the north 70.0 ft of the west 133.0 ft of the hereinafter described Parcel 23-15-303-010, which includes the 33.0 ft now being used for road purposes.

The above described permanent easement "B" is to also be used for the construction and maintenance of a sewage pump station.

Also a temporary construction easement consisting of that portion of the west 76.0 ft of the hereinafter described Parcel 23-15-303-010 not taken for permanent easement.

Also a temporary construction easement consisting of a strip of land 10.0 ft wide parallel to and adjoining the east edge of the above described permanent easement "A".

Also a temporary construction easement consisting of a strip of land 20.0 ft wide parallel to and adjoining the south edge of the above described permanent easement "B".

Also a temporary construction easement consisting of the east 22.0 ft of the west 155.0 ft of the north 90.0 ft of the hereinafter described Parcel 23-15-303-010.

Said easements being over and across the following described property:

That part of the northwest 1/4 of the southwest 1/4 of Section 15, T1N, R9E, Farmington Township, Oakland County, Michigan, lying southerly and westerly of "Biddestone Woods" Subdivision as recorded in Liber 80 of Plats, Page 12, Oakland County Records.

PUMP STATION TO HAVE SHRUBS OR TREES PLANTED TO HIDE THE VIEW.

Said temporary construction easement shall terminate upon the completion date of construction. The premises so disturbed by reason of the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the City.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signatures this 20 day of JULY, A.D. 1976

In presence of

James R. Stewart, Jr. (Signature)

Edward N. Moseman (Signature)

Anne G. Moseman (Signature)

M.D. Hughson, Notary Public, STATE OF MICHIGAN, COUNTY OF OAKLAND

STATE OF MICHIGAN REAL ESTATE TRANSFER TAX Dept. of Treasury \$2.75

On this 20 day of JULY, A.D. 1976, before me, a Notary Public in and for said county, personally appeared Edward N. Moseman & Anne G. Moseman his wife,

to me known to be the same person described in and who executed the within instrument, who then acknowledged the same to be her free act and deed.

6-23-76 hc This instrument drafted by W. J. Hardenburg, Jr. No. 1 Public Works Drive Pontiac, Michigan 48054

James R. Stewart, Jr. Notary Public, County, Michigan. My commission expires

FHS-SW15-6-70R-P.S. 117495

JAMES R. STEWART, JR. Notary Public, Oakland County, Michigan My Commission Expires January 24, 1977 E-8F



**CITY MANAGER'S REPORT TO  
MAYOR AND COUNCIL**

---

**DATE: 11/25/2024**

**DEPT: Public Services**

**RE: Consideration of authorization of a cost participation agreement between the Road Commission for Oakland County (RCOC) and the City of Farmington Hills for the culvert repair project on Middlebelt Road over the Shiawassee Tributary.**

---

**ADMINISTRATIVE SUMMARY**

- In 2023 the Road Commission for Oakland County identified that the Middlebelt Road culvert north of 9 Mile Road that spans the Shiawassee Tributary was deteriorated and in need of replacement. The RCOC completed the culvert replacement project.
- Bids for the project were received, and construction is substantially complete at this time.
- A City of Farmington Hills water main located in the RCOC right-of-way is in conflict with the road and drainage work being conducted and is required to be relocated.
- It is customary for a utility owner under permit in the RCOC right-of-way to be responsible for costs incurred to the RCOC when they complete a road or drainage project and there is a conflict related to that utility.
- As such, the City of Farmington Hills cost related to the water main conflict with this culvert project is \$51,972.81. It should be noted that this project was competitively bid through RCOC.
- It is recommended that the City enter into cost participation agreement with the RCOC to fund the City's local share.

## **RECOMMENDATION**

IT IS RESOLVED, that the City Council of Farmington Hills authorize the City Manager and City Clerk to sign and enter into a cost participation agreement for Board Project #55313 with the Road Commission of Oakland County to address the cost associated with replacement of the City's water main located in the RCOC right-of-way.

Prepared by Mark S. Saksewski, P.E., Senior Engineer

Approved by James Cubera, P.E., City Engineer

Departmental Authorization by Jacob Rushlow, P.E., Director of Public Services

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

# Bid Tabulation

---

**Contract ID:** 55313  
**Location:** Middlebelt Road  
**Description:** Culvert Replacement over Shiawassee Creek

---

<b>Project Number:</b> 55313	<b>Project Engineer:</b> MSG
<b>Estimate Number:</b> 1	<b>Date Created:</b> 6/3/2024
<b>Project Type:</b> Bridge Construction	<b>Fed/State #:</b>
<b>Location:</b> Middlebelt Rd	<b>Fed Item:</b>
Nine Mile	<b>Control Section:</b>
<b>Description:</b> Culvert Replacement on Middlebelt Rd over Shiawassee Creek, north of Nine Mile Road	

**Bidder: Springline Excavating, LLC**

Line	Pay Item	Description	Quantity	Units	Bid Price	Total
0001	1100001	Mobilization, Max \$45,000.00	1	LSUM	\$45,000.000	\$45,000.00
0002	2020008	Stump, Rem, 6 inch to 18 inch	1	Ea	\$700.000	\$700.00
0003	2030015	Sewer, Rem, Less than 24 inch	157	Ft	\$12.000	\$1,884.00
0004	2037050	_ Culv, Rem, Over 48 inch, RCOC, Modified	1	Ea	\$5,400.000	\$5,400.00
0005	2040050	Pavt, Rem	583	Syd	\$9.000	\$5,247.00
0006	2040055	Sidewalk, Rem	100	Syd	\$10.000	\$1,000.00
0007	2047001	_ Water Main, Rem	85	Ft	\$88.000	\$7,480.00
0008	2047011	_ Slope Protection, Rem, Spec	20	Syd	\$35.000	\$700.00
0009	2047021	_ Exploratory Investigation, Utility, RCOC	50	Cyd	\$90.000	\$4,500.00
0010	2050010	Embankment, CIP	195	Cyd	\$20.000	\$3,900.00
0011	2050015	Excavation, Channel	15	Cyd	\$36.000	\$540.00
0012	2050016	Excavation, Earth	20	Cyd	\$32.000	\$640.00
0013	2050031	Non Haz Contaminated Material Handling and Disposal, LM	40	Cyd	\$100.000	\$4,000.00
0014	2057011	_ Excavation, Earth, RCOC	60	Syd	\$26.000	\$1,560.00
0015	2080014	Erosion Control, Filter Bag	3	Ea	\$275.000	\$825.00
0016	2080044	Erosion Control, Turbidity Curtain, Shallow	40	Ft	\$30.000	\$1,200.00
0017	2087001	_ Erosion Control, Silt Fence, RCOC	30	Ft	\$10.000	\$300.00
0018	2087050	_ Erosion Control, Inlet Protection, Fabric Drop, RCOC	3	Ea	\$250.000	\$750.00
0019	3027011	_ Aggregate Base, 4 inch, 21AA, RCOC	115	Syd	\$12.000	\$1,380.00
0020	3027011	_ Aggregate Base, 6 inch, 21AA, RCOC	85	Syd	\$17.000	\$1,445.00
0021	3027011	_ Aggregate Base, 8 inch, 21AA, RCOC	550	Syd	\$19.000	\$10,450.00
0022	3062000	Driveway Maintenance, Commercial	1	Ea	\$1,200.000	\$1,200.00
0023	3087011	_ Geotextile, Separator, Non-Woven, RCOC	200	Syd	\$4.000	\$800.00
0024	4017001	_ Culv, CSP Arch, CIA, 98 inch by 69 inch, RCOC	111	Ft	\$1,200.000	\$133,200.00
0025	4017050	_ Concrete Collar	2	Ea	\$7,650.000	\$15,300.00
0026	4027001	_ Culv, CIA, CSP, 12 inch, RCOC	111	Ft	\$98.000	\$10,878.00
0027	4027001	_ Culv, CIA, CSP, 18 inch, RCOC	46	Ft	\$118.000	\$5,428.00
0028	4027050	_ Maintaining Storm Drainage	2	Ea	\$7,800.000	\$15,600.00
0029	4030312	Dr Structure, Tap, 12 inch	1	Ea	\$900.000	\$900.00
0030	4030318	Dr Structure, Tap, 18 inch	1	Ea	\$900.000	\$900.00
0031	4047001	_ Underdrain, Subgrade, Open-Graded, 6 inch, RCOC	210	Ft	\$21.000	\$4,410.00
0032	5010002	Cold Milling HMA Surface	673	Syd	\$10.000	\$6,730.00

**Bidder: Springline Excavating, LLC**

Line	Pay Item	Description	Quantity	Units	Bid Price	Total
0033	5010005	HMA Surface, Rem	452	Syd	\$9.000	\$4,068.00
0034	5010008	Pavt for Butt Joints, Rem	87	Syd	\$16.000	\$1,392.00
0035	5012014	HMA, 3EMH	77	Ton	\$160.000	\$12,320.00
0036	5012026	HMA, 4EMH	65	Ton	\$175.000	\$11,375.00
0037	5012038	HMA, 5EMH	105	Ton	\$190.000	\$19,950.00
0038	5017051	_ Pavt, Cleaning, RCOC	1	LSUM	\$2,450.000	\$2,450.00
0039	6027011	_ Conc Pavt with Integral Curb, Misc, Nonreinf, 9 inch	110	Syd	\$105.000	\$11,550.00
0040	7057051	_ Pre-Construction and Post-Construction Survey	1	LSUM	\$2,750.000	\$2,750.00
0041	7060092	Reinforcement, Steel, Epoxy Coated	2,112	Lb	\$1.500	\$3,168.00
0042	8020038	Curb and Gutter, Conc, Det F4	142	Ft	\$35.000	\$4,970.00
0043	8027001	_ Driveway Opening, Conc, Det M, RCOC	90	Ft	\$40.000	\$3,600.00
0044	8030044	Sidewalk, Conc, 4 inch	790	Sft	\$9.000	\$7,110.00
0045	8080011	Fence, Chain Link, 48 inch	35	Ft	\$186.000	\$6,510.00
0046	8100371	Post, Steel, 3 pound	28	Ft	\$15.000	\$420.00
0047	8100405	Sign, Type IIIB	9	Sft	\$25.000	\$225.00
0048	8100421	Sign, Type V, Rem	1	Ea	\$100.000	\$100.00
0049	8102010	Ground Mtd Sign Support, Rem	1	Ea	\$25.000	\$25.00
0050	8110044	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	36	Ft	\$10.000	\$360.00
0051	8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	2	Ea	\$250.000	\$500.00
0052	8110343	Rem Spec Mrkg	68	Sft	\$2.950	\$200.60
0053	8117001	_ Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow, RCOC	420	Ft	\$3.000	\$1,260.00
0054	8117001	_ Pavt Mrkg, Sprayable Thermopl, 6 inch, White, RCOC	270	Ft	\$5.000	\$1,350.00
0055	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	28	Ea	\$50.000	\$1,400.00
0056	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	28	Ea	\$.010	\$0.28
0057	8120026	Pedestrian Type II Barricade, Temp	8	Ea	\$60.000	\$480.00
0058	8120170	Minor Traf Devices	1	LSUM	\$14,500.000	\$14,500.00
0059	8120252	Plastic Drum, Fluorescent, Furn	72	Ea	\$20.000	\$1,440.00
0060	8120253	Plastic Drum, Fluorescent, Oper	72	Ea	\$.010	\$0.72
0061	8120258	Pavt Mrkg, Wet Reflective, Type R, Tape, Rt Turn Arrow	1	Ea	\$275.000	\$275.00
0062	8120310	Sign Cover	10	Ea	\$5.000	\$50.00

**Bidder: Springline Excavating, LLC**

Line	Pay Item	Description	Quantity	Units	Bid Price	Total
0063	8120350	Sign, Type B, Temp, Prismatic, Furn	639	Sft	\$5.000	\$3,195.00
0064	8120351	Sign, Type B, Temp, Prismatic, Oper	639	Sft	\$.010	\$6.39
0065	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	423	Sft	\$10.000	\$4,230.00
0066	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	423	Sft	\$.010	\$4.23
0067	8122111	Pavt Mrkg, Wet Reflective, Type R, Tape, Only	1	Ea	\$275.000	\$275.00
0068	8137011	_ Riprap, Plain, RCOC	35	Syd	\$100.000	\$3,500.00
0069	8167011	_ Turf Establishment, THM Seed, Regular Mulch, Performance, RCOC	410	Syd	\$25.000	\$10,250.00
0070	8200458	TS Face, Bag	6	Ea	\$1,600.000	\$9,600.00
0071	8200459	TS Face, Bag, Rem	6	Ea	\$1,300.000	\$7,800.00
0072	8230062	Gate Valve, 8 inch	1	Ea	\$2,115.000	\$2,115.00
0073	8230360	Gate Well, 60 inch dia	1	Ea	\$3,700.000	\$3,700.00
0074	8232000	Gate Well, Cover	1	Ea	\$600.000	\$600.00
0075	8237001	_ Water Main, DI, 8 inch, Tr Det G, Modified	86	Ft	\$300.000	\$25,800.00
<b>Bid Total: \$479,122.22</b>						

6/26/2024

Based on the low bid, costs associated with the water main are as follows:

PE Costs (Amendment): \$8,387.81  
 Highlighted Items - \$39,685  
 Mobilization (10%) - \$3,900  
 Total - \$51,972.81

## **COST PARTICIPATION AGREEMENT**

### **ADDITIONAL CONSTRUCTION**

Middlebelt Road

Over Shiawassee Tributary

City of Farmington Hills

Board Project No. 55313

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Farmington Hills, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has programmed the installation of the city-owned water main, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, said improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost associated with said PROJECT items is \$51,973; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the funding of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD shall forthwith undertake and complete the PROJECT, as above described, and shall perform the engineering, inspection, and the administration in reference thereto.
2. The actual total cost of the PROJECT, as determined by the BOARD, shall include preliminary engineering, mobilization, and total payments to the contractor. Any costs incurred by the BOARD prior to this agreement date shall be allowable.

3. The actual cost of the PROJECT as determined by the BOARD along with any overages shall be funded solely by the COMMUNITY, estimated in the amount of \$51,973.
4. Upon execution of this Agreement, the BOARD shall submit an invoice to the COMMUNITY for \$51,973 (being 100% of the cost of the PROJECT).
5. Upon receipt of said invoices, the COMMUNITY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.
6. The COMMUNITY shall be responsible for the maintenance of the water main.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS OF THE  
COUNTY OF OAKLAND  
A Public Body Corporate

By \_\_\_\_\_

Its \_\_\_\_\_

CITY OF FARMINGTON HILLS

By \_\_\_\_\_

Its \_\_\_\_\_

# EXHIBIT A

Middlebelt Road  
Over Shiawassee Tributary  
City of Farmington Hills  
Board Project No. 55313

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Installation of city-owned water main.

ESTIMATED DESIGN COST
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Contractor Payments	\$	39,685
Preliminary Engineering	\$	8,388
Mobilization	\$	<u>3,900</u>
Total Estimated Local Share		<u><u>\$51,973</u></u>

	COMMUNITY	BOARD	TOTAL
Contribution	\$51,973	\$0	\$51,973
TOTAL SHARES	\$51,973	\$0	\$51,973



**CITY MANAGER'S REPORT TO  
MAYOR AND COUNCIL**

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**DATE: 11/20/2024**

**DEPT: Finance Department**

**RE: Defined Contribution Plan Policy Amendments**

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**ADMINISTRATIVE SUMMARY**

- The City offers both a Defined Benefit plan and Defined Contribution plan for Retirement Benefits to full-time employees.
- In 2022 and 2023, the City Council re-opened the Defined Benefit plan to new full-time hires and existing members of certain employee groups for which it had been previously closed:
  - ◆ General City and 47<sup>th</sup> District Court
  - ◆ TPOAM (formerly AFSCME)
  - ◆ Teamsters
  - ◆ FOPLC (Dispatch)
- The City ceased making contributions to the Defined Contribution retirement plan in 2022 and 2023.
- The City's Defined Contribution retirement plan attorneys from VanOverbeke, Michaud, and Timmony, PLC, have prepared an amended Defined Contribution Plan Policy, which governs the Defined Contribution retirement plan, to properly reflect the above changes to the Defined Contribution retirement plan.

**RECOMMENDATION**

- Adopt the amended Defined Contribution Plan Policy.

###

Prepared by: Thomas C. Skrobola, Finance Director/Treasurer

Executive Approval:

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**VANOVERBEKE  
MICHAUD &  
TIMMONY, P.C.**

ATTORNEYS AND COUNSELORS

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**M E M O R A N D U M**

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**TO: CITY OF FARMINGTON HILLS  
DEFINED CONTRIBUTION RETIREMENT COMMITTEE**

**FROM: AARON L. CASTLE**

**RE: DEFINED CONTRIBUTION PLAN POLICY AMENDMENTS**

**DATE: NOVEMBER 7, 2024**

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This memorandum is provided to briefly outline the proposed amendment and restatement of the City of Farmington Hills Defined Contribution Plan Policy (the “DC Plan”) as prepared by this office. The proposed revisions/updates are intended to bring the DC Plan current with applicable state and federal laws and applicable collective bargaining agreements, to ensure consistency between DC Plan provisions and existing administrative policies and procedures, and to incorporate changes deemed necessary and appropriate as a result of the City’s re-opening of its defined benefit retirement plan.

More specifically, the provisions of the DC Plan have been updated to clarify certain plan provisions, including participation in the DC Plan, termination of participation in the DC plan, contributions and to update vesting provisions. Relevant proposed updates/amendments to the DC Plan document are as follows:

1. Introductory language referencing the City’s reopening of its defined benefit retirement plan to all current and future employees of the City was added.
2. **Section 9 – Participation in the Defined Contribution Plan** was updated to clarify that Officers and Employees of the City will remain participants in the DC plan as long as they continue to maintain a DC plan account.
3. **Section 10 – Termination of Participation in Defined Contribution Plan; Reinstatement** was changed to clarify that employment in a non-eligible class is no longer a cause for termination of participation in the DC plan. Instead a vested former employee remains a participant in the DC plan until either (a) they withdrew all the assets from their DC plan account or (b) at their death, whichever occurs first, which would then result in their termination from participation in the DC plan.

***Re: Defined Contribution Plan Policy Amendments***  
***November 7, 2024***

4. **Section 11– Employer Contributions** was updated to reflect that Employer contributions to the DC Plan are no longer required.
5. **Section 12 – Mandatory Employee Contributions** was updated to reflect that mandatory Employee contributions to the DC Plan are no longer required.
6. **Section 16 – Vesting** was updated to provide for 100% vesting at 3 years of service with the City.
7. **Section 21 – Payment of Benefits** was updated to increase the age for which distributions from the DC Plan are required to start, from age 70 ½ to age 73.
8. **Section 26 – Termination** was updated to remove language regarding the City’s intention to continue making contributions. Correspondingly, the discontinuation of contributions to the DC Plan was removed as a terminable event.

The proposed updates and amendments are based on the information provided to this office as well as this office’s review of the current DC plan language, and consultation with staff regarding past and current practices with respect to the DC Plan. It is noted that adoption of the proposed updates/amendments to the DC Plan will require formal approval by City Council. As always, please do not hesitate to contact this office if you have any questions or concerns.

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

**A POLICY TO PROVIDE PLAN ADMINISTRATION AND PLAN REGULATIONS FOR THE CITY’S EMPLOYEE DEFINED CONTRIBUTION ~~COMPENSATION~~ PLAN, DEFERRED COMPENSATION PLAN AND EMPLOYEE HEALTH SAVINGS PLAN.**

WHEREAS, the City of Farmington Hills (the “City”) sponsors one or more defined contribution retirement plans for the purpose of providing post-employment benefits to its employees and their surviving spouses and beneficiaries; and

WHEREAS, in 2022 and 2023, the City Council approved the reopening of its defined benefit retirement plan to all current and future employees of the City; and

WHEREAS, in light of the foregoing, the City wishes to restate the terms of this Policy to reflect the changes made as a result of the re-opening of the City’s defined benefit retirement plan;

NOW, THEREFORE, the City hereby restates the terms of its Defined Contribution Plan Policy, in its entirety, as follows:

**I. DEFINED CONTRIBUTION PLAN**

**1. Defined Contribution Plan; Adoption; Eligibility; Modification.**

- (a) This Section applies to participants of the City of Farmington Hills 401(a) Money Purchase Plan and Trust as established by the City as of July 1, 2006, and known as the “Defined Contribution Plan”.
- (b) Participation in the Defined Contribution Plan shall be governed by this Section, together with the Defined Contribution Plan Adoption Agreement, plan document, and applicable collective bargaining agreements.

**2. Definitions.**

The following definitions shall apply to the Defined Contribution Plan:

- (a) *Adoption Agreement* means the agreement between the City and its Third-Party Administrator(s), as may be amended from time to time, establishing and setting forth the terms of the Defined Contribution Plan.
- (b) *Annual Addition.* The sum of the following for a Limitation Year:
  - (1) Employer contributions;
  - (2) Participant contributions;
  - (3) Forfeitures allocated to a Participant’s account;

- (4) Amounts allocated to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by the City;
  - (5) Amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits allocated to the separate account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund as defined in Code Section 419(e); plus
  - (6) Allocations under a simplified employee pension.
  - (7) Contributions under a Section 457 deferred compensation plan are not required to be included as an Annual Addition under the Defined Contribution Plan. However, any elective deferrals (within the meaning of Code Section 402(g)) under any qualified defined contribution plan maintained by the City must be included as an Annual Addition for purposes of applying the limitations of Section 2-816.
  - (8) Annual Additions do not include restorative payments made to restore losses to the Defined Contribution Plan in connection with an action taken (or not taken) by a fiduciary of the Defined Contribution Plan that creates a reasonable risk of liability for breach of fiduciary duty other than a breach resulting from a failure to remit contributions to the Defined Contribution Plan.
  - (9) For purposes of this section, Participant contributions under subparagraph (2) above shall be determined without regard to any rollover contributions (as defined in Code Sections 401(a)(31), 402(c), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)), and without regard to employee contributions to a simplified employee pension plan which are excludable from gross income under Code Section 408(k)(6).
  - (10) Reserved.
- (c) *Beneficiary* means the individual(s) designated under the Defined Contribution Plan and entitled to benefits upon the death of a Participant.
  - (d) *City*. See section 2-270(d) of the City of Farmington Hills Retirement Ordinance.
  - (e) *Compensation*. See section 2-270 (e) of the City of Farmington Hills Retirement Ordinance.
  - (f) *Contribution Suspense Account* means the bookkeeping account which shall be credited with all forfeitures as provided herein.
  - (g) *Defined Contribution Plan* or *Plan* means the City of Farmington Hills 401(a) defined contribution pension program as established by the City as of July 1, 2006, pursuant to the Governmental Money Purchase Plan & Trust Adoption Agreement between the City and ICMA Retirement Corporation.

- (h) *Defined Contribution Retirement Committee* or *DCRC* shall mean the fiduciary or named fiduciaries designated to manage and control the operation and administration of the Defined Contribution Plan.
- (i) *Effective Date* means the effective date of this Defined Contribution Plan as stated in Section II of the Adoption Agreement.
- (j) *Eligible Class* means the class(es) of Employees who are eligible to participate in the Defined Contribution Plan, as specified herein, in Section V.1. of the Adoption Agreement, and applicable collective bargaining agreements.
- (k) *Employee* means a person employed by the City.
- (l) *Employer Contributions* means the funds contributed by the City to the Defined Contribution Plan.
- (m) *Employer Contribution Account* means the bookkeeping account maintained for each Defined Contribution Plan Participant for recording the cumulative amount of all Employer Contributions and all earnings thereon.
- (n) *Insurable Interest.* See section 2-270(k) of the City of Farmington Hills Retirement Ordinance.
- (o) *Limitation Year* means the twelve consecutive month period for which Compensation is calculated for purposes of determining the limitations under Section 2-816. The limitation year shall be the Plan Year.
- (p) *Mandatory Contribution* means the mandatory contribution made by Participants pursuant to Section 12 of this Policy.
- (q) *Mandatory Contributions Account* means the bookkeeping account maintained for each Defined Contribution Plan Participant for recording the Participant's Mandatory Contributions and all earnings thereon.
- (r) *Normal Retirement Age* means age 55 as specified in Section IV of the Adoption Agreement, or as otherwise provided within applicable collective bargaining agreements.
- (s) *Participant* means an Employee who participates in the Defined Contribution Plan and for whose benefit the assets are held.
- (t) *Part-time Employee.* See section 2-270(o) of the City of Farmington Hills Retirement Ordinance.
- (u) *Plan Year* shall mean the twelve consecutive month period commencing on July 1 of each year and ending on June 30 thereof.

- (v) *RHS Plan* means the Retiree Health Savings Plan and Trust established by the City for the purpose prefunding for post-employment healthcare costs and expenses of eligible Employees on a pre-tax basis.
- (w) *Service* means personal service rendered as an Employee of the City. Service shall be credited for purposes of vesting under the Defined Contribution Plan as provided in section 2-290 of the City of Farmington Hills Retirement Ordinance.
- (x) *Third Party Administrator* shall mean the individual(s) or entity(ies) retained by the Defined Contribution Retirement Committee to assist in the day to-day administration and operation of the Defined Contribution Plan.
- (y) *Trust* means the legal entity created by the City for purpose of funding the benefits for Participants.
- (z) *Trustee* means the bank, person(s), or entity that have undertaken to serve as the Trustee of the Trust assets.
- (aa) *Vested Former Employee* means a Participant in the Defined Contribution Plan who has separated from employment with the City and has satisfied the vesting requirements specified at Section 2-818, herein.

### **3. Trust.**

A Trust is hereby established to hold all of the assets of the Defined Contribution Plan for the exclusive benefit of Participants and Beneficiaries, except that all costs and expenses of administration of the Defined Contribution Plan may be paid from the from the Trust.

### **4. Trustee.**

The Defined Contribution Retirement Committee shall serve as Trustee of the Trust and shall be responsible for the administration, management, and proper operation of the Defined Contribution Plan, and for interpreting and making effective the provisions of the Plan.

### **5. Defined Contribution Retirement Committee—Composition.**

(a) The Defined Contribution Retirement Committee shall be a quasi-judicial body, and shall be comprised of the following three (3) voting members:

- (1) The City finance director, by virtue of the position;
- (2) The City human resources director, by virtue of the position; and
- (3) The Assistant City Manager, by virtue of the position.

(b) The Defined Contribution Retirement Committee shall also be comprised of four (4) non-voting members, as follows:

- (1) Three (3) Participants in the Plan representing the Employee bargaining units, to be elected by the members of those bargaining units that are Participants in the Plan; and
- (2) One (1) Participant in the Plan representing the non-union Employees, to be elected by the non-union Participants in the Plan.

(c) The non-voting membership of the DCRC may be expanded at the discretion of the voting DCRC members, but in no event shall the total membership of the DCRC exceed nine (9) members.

(d) Non-voting members of the DCRC shall attend meetings, provide whatever opinions and recommendations deemed warranted, and receive all written product received by the DCRC. To the extent the voting members of the DCRC establish any committee or subcommittee, such non-voting members are also eligible to be appointed, in the DCRC's discretion, as a non-voting member of such committee/subcommittee.

(e) The voting members of the Defined Contribution Retirement Committee shall annually elect from its membership a chairperson and a vice chairperson. The chairperson shall preside over the meetings of the DCRC. If the chairperson is unable or unavailable to preside over a meeting, the vice chairperson shall preside in the chairperson's place.

## **6. Defined Contribution Retirement Committee—Meetings.**

The Defined Contribution Retirement Committee shall hold meetings regularly, at least once each calendar quarter, and shall designate the time and place of each meeting. All meetings of the DCRC shall be public and public notice of the meetings shall be posted at city hall. Two (2) voting members of the Defined Contribution Retirement Committee shall constitute a quorum at any meeting and at least two (2) concurring votes shall be required for a valid action by the DCRC. The Defined Contribution Retirement Committee may adopt its own rules of procedure and shall keep a written record of its proceedings.

## **7. Defined Contribution Retirement Committee—Powers and Duties.**

(a) The Defined Contribution Retirement Committee shall hold all powers necessary to carry out the purposes of the Plan and Trust and that are generally available to Trustees under the laws of the State of Michigan, except as limited by the Plan and Trust and by federal law and regulations.

(b) The general administration, management and responsibility for the proper operation of the Plan and Trust and for making effective and construing the provisions of the Plan and Trust shall be vested in the Defined Contribution Retirement Committee established herein, consistent with applicable state and federal laws and regulations. The Defined Contribution Retirement Committee or other fiduciary of the Trust shall discharge his or her duties with respect to the Trust solely in the interest of the Participants and Beneficiaries for the exclusive purpose of providing benefits to Participants and Beneficiaries and paying reasonable expenses of administering the Plan and Trust. A Trustee shall discharge his or her duties with the care, skill, and caution under the circumstances then prevailing which a prudent person, acting in a like

capacity and familiar with those matters, would use in the conduct of an activity of like character and purpose.

(c) Consistent with applicable state and federal laws and regulations, the Defined Contribution Retirement Committee shall have the power to promulgate rules and regulations for the day-to-day management of the Plan and Trust, the investment of monies held by the Trust not subject to Participant investment direction, to determine all questions regarding the interpretation of the Plan and Trust, and such other matters as shall be deemed necessary and proper by the DCRC. If any rule or regulation of the Plan and Trust or part thereof is found to be in conflict with any Collective Bargaining Agreement, law, statute, judicial decision, arbitration decision or any other competent body or tribunal, such rule or regulation or part thereof shall be deemed voided and, all other rules and regulations of the Plan and Trust shall remain in full force and effect.

(d) The Defined Contribution Retirement Committee may employ such clerical personnel or administrative personnel to perform whatever administrative activities are required in the proper performance of the Plan and Trust. In addition, the DCRC may, if they desire, contract with a Third Party Administrator to perform such clerical and administrative duties as they may, in their sole discretion, determine is reasonably and prudently necessary to carry out the Plan's activities and purposes. Under no circumstances shall said administrator have control or authority with respect to the management of the Trust or its assets.

(e) The Defined Contribution Retirement Committee may utilize city staff for such functions as personnel administration, accounting, banking and purchasing and will comply with all established City control procedures and policies related to these services. The DCRC will annually reimburse the City for actual costs of these services as determined by a method jointly agreed upon by the DCRC and the City.

(f) The Defined Contribution Retirement Committee may retain the services of professional advisors including, but not limited to: investment advisors, consultants, custodians, accountants, auditors, actuaries, administrators, medical directors, and legal counsel with whom they may seek advice, consult with, require attendance at meetings and to otherwise represent the DCRC in matters relating to the Plan and Trust. The DCRC shall review the costs and services of its professional advisors from time to time and may, in its sole discretion, remove or replace any or all of its professional advisors if it is deemed to be in the best interest of the Plan Participants and Beneficiaries.

(g) The Defined Contribution Retirement Committee may authorize the purchase of insurance for the Trust and for the Trustees to cover liability or losses occurring for any reason, including but not limited to, an act or omission (errors or omissions) of a fiduciary, including the Trustees.

(h) In the event of any suit brought against the Defined Contribution Retirement Committee and/or its members arising out of the acts within the scope and powers and duties of the DCRC, or in the event of any lawsuit brought by the Trustees as authorized herein, the cost of defense or prosecution of such lawsuit shall be charged to the Trust, and shall be paid directly from the Trust, provided such costs are not incurred by reason of bad faith, gross negligence, or breach of a fiduciary obligation to the Trust or to the beneficiaries thereof.

**8. Defined Contribution Retirement Committee—Compensation.**

All individuals shall serve without compensation as members of the Defined Contribution Retirement Committee. DCRC members may be reimbursed by the Trust for reasonable and necessary costs and expenses in performing their duties as Trustees and related to the operation of the Plan and Trust.

**9. Participation in the Defined Contribution Plan.**

Officers and Employees of the City employed in an Eligible Class shall ~~remain~~become Defined Contribution Plan Participants ~~for so long as they maintain an account in the Defined Contribution Plan on their date of employment with the City, provided that Officers of the City who are in an Eligible Class shall become Participants on the date they assume the office to which they have been elected or appointed.~~ for so long as they maintain an account in the Defined Contribution Plan

**10. Termination of Participation in Defined Contribution Plan; Reinstatement.**

(a) Except for Participants who qualify as a Vested Former Employees, participation in the Defined Contribution Plan ends upon termination of employment with the City ~~or becoming employed in a position that is not in an Eligible Class.~~

(b) Vested Former Employees shall remain a Participant in the Defined Contribution Plan until the earlier of their withdrawal of all assets from their account in the Defined Contribution Plan, or death. ~~Upon reemployment by the City in an Eligible class, an Employee shall again become a Participant in the Defined Contribution Plan.~~

**11. Employer Contributions.**

(a) ~~The City shall contribute to the Trust an amount equal to ten percent (10%) of each Participant's Compensation for the Plan Year.~~ Employer Contributions to the Defined Contribution Plan shall be accounted for separately in the Employer Contribution Account.

(~~a~~b) The Defined Contribution Retirement Committee shall establish a written investment policy setting forth the objectives, strategies, and permissible investments for Employer Contributions.

(~~b~~e) The amount of Employer Contributions to the Defined Contribution Plan ~~provided hereunder~~ may be amended from time to time for Participants covered by a collective bargaining agreement and by resolution of the City Council for all other Participants.

(~~c~~d) Employer Contributions made to the Trust shall be irrevocable, except as provided herein.

**12. Mandatory Employee Contributions.**

(a) ~~An employee participating in the Defined Contribution Plan shall be required to contribute an amount equal to 5% of Compensation for the Plan Year.~~ Mandatory Employee

Contributions will be made via payroll deduction and accounted for separately in the Mandatory Contributions Account.

(ab) The amount of Mandatory Contributions [to the Defined Contribution Plan](#) ~~provided hereunder~~ may be amended from time to time for Employees covered by a collective bargaining agreement and by resolution of the City Council for all other Participants.

(be) Pursuant to Section 414(h)(2) of the Internal Revenue Code, as amended, and in accordance with the guidance issued by the Internal Revenue Service in Revenue Ruling 2006-43, the Mandatory Contributions required under this section shall be picked up by the City and paid to the Trust in lieu of being paid by the Participant. Such picked-up contribution amounts shall be treated as contributions made by the City for purposes of any tax treatment with respect to Participants for whom such contributions are made to the Trust.

### **13. Timing of Contributions.**

Employer and Participant contributions shall be made bi-weekly in conjunction with payroll dates.

### **14. Separate Accounts and Allocations.**

(a) There shall be created and maintained such separate accounts for each Defined Contribution Plan Participant as shall be necessary, including, but not limited to, an Employer Contribution Account, an employee Mandatory Contributions Account. There shall also be created a suspense account in the event that such an account is required pursuant to Section 17 of this Policy. Such accounts are primarily for accounting purposes and do not require segregation within the Trust. The DCRC may delegate the responsibility for the maintenance of the accounts to its Third Party Administrator.

(b) Mandatory Contributions picked up and paid to the Trust on behalf of a Defined Contribution Plan Participant shall be allocated to and recorded in his/her Mandatory Contributions Account upon receipt of such contributions in the Trust.

### **15. Maximum Annual Additions.**

(a) The Annual Additions made on behalf of a Defined Contribution Plan Participant for a Limitation Year shall not exceed the lesser of (1) ~~sixty-nine~~~~fifty-five~~ thousand dollars (\$~~69~~~~55~~,000) (as adjusted for cost of living in accordance with the provisions of Internal Revenue Code section 415), or one hundred percent (100%) of the Defined Contribution Plan Participant's Compensation for such Limitation Year.

(b) In a Limitation Year of less than twelve (12) calendar months, including the Limitation Year in which the Defined Contribution Plan Participant is hired/terminated, the Annual Additions limitation for such Limitation Year shall be multiplied by a fraction with a numerator equal to the number of months in the short Limitation Year and a denominator equal to twelve (12).

(c) In the event the maximum Annual Addition allocable to any Defined Contribution Plan Participant for a Limitation Year would exceed the limitation described above, the excess may be corrected under an available correction method in accordance with applicable guidance, including the Employee Plans Compliance Resolution System and such other guidance as may be made available from time to time.

(d) All defined contribution plans maintained by the City under Section 401(a) of the Internal Revenue Code of 1986, as amended, shall be treated as one (1) plan for purposes of the foregoing limitations.

**16. Vesting.**

(a) A Participant shall be fully vested in his/her Mandatory Contributions Account regardless of the Participant’s years of Service.

(b) The vested portion of a Participant’s Employer Contribution Account shall be determined in accordance with the following vesting schedule:

<u>Years of Service</u>	<u>Percent Vesting</u>
Three	5100%
Five	75100%
Seven	100%

(c) Notwithstanding the foregoing vesting schedule, a Participant’s Employer Contribution Account shall be fully vested in the following circumstances:

- (1) As of the date the Participant (i) who is an Employee attains Normal Retirement Age or (ii) dies or is disabled (within the meaning of section 2-380) while an Employee or while performing qualified military service (as defined in Internal Revenue Code section 414(u)).
- (2) In the event the Defined Contribution Plan is terminated, provided that the forfeitable percentage of the unpaid balance of the Employer Contribution Account of a Participant whose employment has terminated prior to the date of Defined Contribution Plan termination shall be forfeited on the effective date of such termination and shall not be vested.

**17. Forfeitures.**

(a) Except as provided above, an Employee who separates from employment with the City prior to obtaining full vesting and elects to receive a distribution of all or a portion of vested amounts from the Plan, shall immediately forfeit that percentage of his or her Employer Contribution Account balance which has not been vested as of the date of such distribution.

(b) All unvested amounts forfeited by reason of separation of employment shall be allocated to the Contribution Suspense Account and may annually be used as follows:

- (1) to reinstate any previously forfeited amounts pursuant to Section 18 of this Policy;

- (2) to offset future Employer Contributions to the Defined Contribution Plan; or
- (3) to pay reasonable and necessary Plan expenses.

(c) If a Participant receives a voluntary distribution of less than the entire vested portion of his/her Employer Contribution Account, the part of the non-vested portion that will be treated as a forfeiture is the total non-vested portion multiplied by a fraction, the numerator of which is the amount of the distribution attributable to Employer Contributions and the denominator of which is the total value of the vested Employer Contribution Account.

(d) The Defined Contribution Retirement Committee shall maintain a Contributions Suspense Account and shall credit to such account all unvested Employer Contributions which have been forfeited hereunder. Under no circumstances shall any values attributable to forfeitures be refunded to the City.

### **18. Reinstatement of Forfeitures.**

If a Participant who is subject to a forfeiture returns to employment with the City before incurring a break in service of five (5) consecutive years, any amounts forfeited pursuant to Section 17 of this Policy shall be reinstated to the Participant's Employer Contribution Account on the date of repayment by the Participant of the vested amount(s) distributed to such Participant from his/her Employer Contribution Account, plus interest. Such repayment must be made before the earlier of five (5) years after the first date on which the Participant is subsequently reemployed by the City, or the date the Participant incurs a break in service of five (5) consecutive years.

### **19. Participant Directed Investments.**

(a) Participants may, subject to a procedure established by the Defined Contribution Retirement Committee, direct the DCRC or its Third Party Administrator to invest their vested accounts in specific assets, specific funds or other investments permitted under the Defined Contribution Plan.

(b) The DCRC will establish procedures setting forth the permissible investment options under this section, how often changes between investments may be made, and any other limitations and provisions that the DCRC may impose on a Participant's right to direct investments.

(c) The DCRC may, in its discretion, adopt and revise the procedures to include or exclude such instructions, guidelines, or policies as it deems necessary or appropriate to ensure proper administration of the Defined Contribution Plan, and may interpret the same accordingly.

### **20. Benefits and Appeals.**

(a) A Participant or Beneficiary shall notify the Plan Administrator in writing of a claim of benefits under the Defined Contribution Plan. The Plan Administrator shall take such steps as may be necessary to facilitate the payment of benefits under the Defined Contribution Plan.

(b) A Participant or Beneficiary shall be notified in writing, within thirty (30) days, of a denial of a claim for benefits. The notification shall contain the basis for the denial and advise of the claimant's right to appeal the denial and request a hearing before the Retirement Committee. The appeal shall be made in writing and filed with the Retirement Committee within ninety (90) days of the date of notification of denial. The appeal must contain a statement of the claimant's reasons for believing the denial to be improper. The Retirement Committee shall schedule an appeal hearing within sixty (60) days of receipt of the written appeal.

## **21. Payment of Benefits.**

(a) The distribution of a Participant's Account(s) shall commence as soon as administratively possible, after one of the following events, whichever is later:

- (1) the Participant's separation from employment upon attainment of Normal Retirement Age; or
- (2) the Participant's disability retirement as provided at Section 23 of this Policy, herein.

If a Participant's aggregate Account balance cannot be determined by the Plan Administrator within sixty (60) days of a Participant's termination of employment or attainment of Normal Retirement Age, or if the Participant cannot be located, distribution will be made within sixty (60) days after the date on which the Account can be determined or on which the Participant is located, as applicable.

(b) A Participant may elect payment of his or her Account in any one of the following forms:

- (1) A lump-sum payment of the full amount of his or her Accounts in the Defined Contribution Plan; or
- (2) Any other form or sequence of payments offered by the Plan.

(c) A Participant shall be immediately eligible to receive a distribution of vested amounts if his or her employment with the City is terminated for reasons other than death or retirement. Distribution will be made in accordance with the vested Participant's affirmative election but no earlier than the Participant's employment termination date. Unless a Participant affirmatively consents to the distribution, the Participant will be deemed to have not made an election to commence payment of benefits from the Defined Contribution Plan.

(d) Notwithstanding anything to the contrary in this section, a Participant who separates from employment with the City and who has a combined vested interest of \$1,000.00 or less in his or her Accounts, shall be paid a lump sum distribution from the Defined Contribution Plan within sixty (60) days of his or her separation from service.

(e) Notwithstanding anything to the contrary in this section, the Defined Contribution Plan will be interpreted and administered in accordance with Section 401(a)(9) of the Internal Revenue Code, as amended, and the regulations thereunder, which provisions will control in the

event of any conflict with the terms of the Defined Contribution Plan. Distributions shall commence no later than April 1 of the year following the later of the year in which the Participant attains age ~~73~~<sup>70½</sup> or the year in which the Participant terminates employment with the City.

(f) The payment of benefits from the Defined Contribution Plan may be made by the Plan Administrator, or by any custodian or other person so authorized by the Retirement Committee to make such disbursement. The Retirement Committee, Plan Administrator, custodian, or such other person authorized to make a disbursement shall not be liable with respect to any distribution made at the direction of a Participant, Beneficiary, or any authorized representative of a Participant or Beneficiary.

## **22. Distribution Upon Death of Participant.**

(a) Each Participant may designate a Beneficiary and contingent Beneficiary(ies) entitled to receive those amounts held in the Participant's name under the Defined Contribution Plan. Any Participant may, at any time, revoke or change the designation of his/her Beneficiaries by filing a notice of the revocation or change with the Plan Administrator.

(b) In the event of a duty or non-duty related death, the deceased Participant's Beneficiary(ies) shall be paid the vested percentage of the Participant's Employer Contribution Account, and all the Participant's Mandatory Contributions plus all accumulated earnings thereon.

## **23. Distribution Upon Disability of Participant.**

(a) If a Participant's employment with the City ceases by reason of total and permanent disability, the vested percentage of the Participant's Accounts shall be immediately distributable as of the date the Participant is deemed disabled by the DCRC.

(b) In determining whether the Participant's disability is such as would qualify for a distribution under this section, the DCRC may rely upon a certification by a licensed physician engaged by the DCRC, or upon an adjudication by the Social Security Administration that the Participant is disabled within the meaning of the Social Security Act of 1935, as amended.

## **24. Amendment.**

(a) The City reserves the right, subject to subparagraph (b) and Section 25 of this Policy to amend the Defined Contribution Plan from time to time.

(b) No amendment to the Defined Contribution Plan shall be effective to the extent that it has the effect of decreasing a Participant's accrued benefit. Notwithstanding the preceding sentence, a Participant's Account balance may be reduced to the extent permitted under section 412(c)(8) of the Internal Revenue Code, as amended. For purposes of this paragraph, an amendment which has the effect of decreasing a Participant's Account balance or eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing an accrued benefit. Furthermore, if the vesting schedule of the Plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the nonforfeitable percentage

(determined as of such date) of such Employee's right to his/her City-derived vested benefit will not be less than his percentage computed under the plan without regard to such amendment.

## **25. Amendment of Vesting Schedule.**

(a) If the Defined Contribution Plan's vesting schedule is amended, or the Defined Contribution Plan is amended in any way that directly or indirectly affects the computation of the Participant's nonforfeitable percentage or if the Defined Contribution Plan is deemed amended by an automatic change to or from a top-heavy vesting schedule, each Participant may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Defined Contribution Plan without regard to such amendment or change.

(b) The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

- (1) Sixty (60) days after the amendment is adopted;
- (2) Sixty (60) days after the amendment becomes effective; or
- (3) Sixty (60) days after the Participant is issued written notice of the amendment by the Plan Administrator or Retirement Committee.

## **26. Termination.**

(a) Duration. This Plan shall continue until its assets have been paid out and distributed.

(b) Termination; Assumption. It is the City's present intention to permanently maintain the Defined Contribution Plan ~~and continue to make contributions~~ provided, however, that:

- (1) The Defined Contribution Plan shall automatically terminate upon the City's legal dissolution, ~~or upon its adjudication as a bankrupt or insolvent, or~~ upon its making a general assignment for the benefit of creditors, or upon a receiver being appointed for its assets.
- (2) In the event of any termination, ~~or partial termination, or complete discontinuance of contributions,~~ the City and the Plan Administrator shall give prompt notice thereof to the Commissioner of Internal Revenue; and, subject to Subparagraph (c) below, each Participant's Account shall become fully vested and Nonforfeitable. In the case of a partial termination, this paragraph shall apply only to that portion of the Defined Contribution Plan that is terminated.

(c) Liquidation. In the event of the Defined Contribution Plan's termination, the Plan Administrator shall liquidate all investments and determine the value of each Participant's Account ~~under~~ as of the date of termination as follows:

- (1) Adjustments ~~may~~ shall be made to each Account to cover any expenses of distribution and final liquidation. The Plan Administrator shall pay the balance of each Participant's Account as described in Section 21, herein.
- (2) Before making any payments, distributions or assignments, however, the Plan Administrator and its legal counsel, shall first be paid their expenses and charges incident to the operation of the Trust and the termination thereof, by the City. If the City does not pay such expenses and charges, the Plan Administrator shall have a lien on the cash and other property remaining in its hands, the assets distributable to the Participant being liable for a pro rata share thereof until the Plan Administrator and their counsel have been paid, provided that said expenses and charges shall be subject to approval by the City Council.
- (3) In any event, the Plan Administrator shall not be required to make any distributions until written evidence of approval by the Commissioner of Internal Revenue of such termination and distribution has been submitted to the Plan Administrator.

(d) Termination of the Trust. Notwithstanding termination of the Defined Contribution Plan, the Trust shall terminate when and if, but not until, the Trust Fund has been entirely paid out and distributed in accordance with this Plan.

## **27. Discontinuance of Contributions.**

A permanent discontinuance of contributions to the Defined Contribution Plan by the City, unless an amended and restated Defined Contribution Plan is established, shall constitute a Plan termination.

## **28. Powers of the City.**

- (a) The Employer shall have the following powers and duties:
  - (1) To amend or terminate the Defined Contribution Plan pursuant to the provisions of Section 24 and Section 26 of this Policy;
  - (2) To engage an independent qualified public accountant, when required to do so by law, to prepare annually the audited financial statements of the Defined Contribution Plan's operation;
  - (3) To take all actions and to communicate to the Defined Contribution Retirement Committee in writing all necessary information to carry out the terms of the Plan and Trust; and
  - (4) To notify the DCRC in writing of the termination of the Plan.

## **29. Duties of the Third-Party Administrator.**

(a) Subject to oversight and management by the Defined Contribution Retirement Committee, the Third Party Administrator shall have the following powers and duties:

- (1) To implement the provisions of the Defined Contribution Plan in accordance with the terms of the Plan document and objective rules established by the DCRC;
- (2) To maintain and provide such returns, reports, schedules, descriptions, and individual Account statements, as are required by law within the times prescribed by law; and to furnish to the DCRC, upon request, copies of any or all such materials, and further, to make copies of such instruments, reports, descriptions, and statements as are required by law available for examination by Participants and such of their Beneficiaries who are or may be entitled to benefits under the Defined Contribution Plan in such places and in such manner as required by law;
- (3) To obtain from the DCRC such information as shall be necessary for the proper administration of the Defined Contribution Plan;
- (4) To determine the amount, manner, and time of payment of benefits hereunder;
- (5) To appoint and retain such agents, counsel, and accountants for the purpose of properly administering the Defined Contribution Plan;
- (6) To distribute assets of the Trust to each Participant and Beneficiary in accordance with [the terms of the Defined Contribution Plan](#)~~Section 21 of the Defined Contribution Plan Policy~~; and
- (7) To do such other acts reasonably required to administer the Defined Contribution Plan in accordance with its provisions or as may be provided for or required by law.

### **30. Protection of the Employer.**

The City and its Defined Contribution Retirement Committee shall not be liable for the acts or omissions of the Third Party Administrator, but only to the extent that such acts or omissions do not result from the City's or DCRC's failure to provide accurate or timely information as required or necessary for proper administration of the Plan.

### **31. Protection of the Third Party Administrator.**

The Third Party Administrator may rely upon any certificate, notice or direction purporting to have been signed on behalf of the Defined Contribution Retirement Committee which the Third Party Administrator believes to have been signed by a duly designated official of either.

### **32. Resignation or Removal of Third Party Administrator.**

(a) The Plan Administrator may resign at any time effective upon sixty (60) days prior written notice to the Defined Contribution Retirement Committee. The Third Party Administrator may be removed by the DCRC at any time upon written notice to the Third Party Administrator. Upon the resignation or removal of the Third Party Administrator, the DCRC may appoint a

successor Third Party Administrator; failing such appointment, the DCRC shall assume the powers and duties of the Third Party Administrator.

(b) Upon the resignation or removal of the Third Party Administrator, any Trust assets invested by or held in the name of the Third Party Administrator shall be transferred to the trustee in cash, at fair market value, except that the return of Trust assets invested in a contract issued by an insurance company shall be governed by the terms of that contract.

### **33. No Termination Penalty.**

The Third Party Administrator shall have no authority or discretion to impose any termination penalty upon its removal.

### **34. Decisions of the Defined Contribution Retirement Committee.**

All constructions, determinations, and interpretations made by the DCRC shall be final and binding on all persons participating in the Defined Contribution Plan, given deference in all courts of law to the greatest extent allowed by applicable law, and shall not be overturned or set aside by any court of law unless found to be arbitrary or capricious, or made in bad faith.

### **35. Non-guarantee of Employment.**

Nothing contained in this Defined Contribution Plan shall be construed as a contract of employment between the City and any Employee, as a right of an Employee to be continued in the employment of the City, or as a limitation of the right of the City to discharge any of its Employees, with or without cause.

### **36. Rights to Trust Assets.**

No Participant or Beneficiary shall have any right to, or interest in, any assets of the Trust upon termination of his/her employment or otherwise, except as provided from time to time under this Defined Contribution Plan, and then only to the extent of the benefits payable under the Defined Contribution Plan to such Employee or Beneficiary out of the assets of the Trust. All payments of benefits as provided for in this Defined Contribution Plan shall be made solely out of the assets of the Trust and none of the fiduciaries shall be liable therefor in any manner.

### **37. Nonalienation of Benefits.**

(a) The right of an individual to a benefit, to a refund of accumulated Participant contributions, or any other right accrued or accruing to any individual, and the monies and assets of the Defined Contribution Plan, shall not be subject to execution, garnishment, attachment, the operation of bankruptcy or insolvency law, or other process of law, except as specifically required by State of Michigan or Federal law and shall be unassignable except as provided in Subsection (b) of this Section, Section 38 of the Defined Contribution Plan Policy, or as required by State of Michigan or Federal law.

(b) In the event the City offers group health coverage to retired Participants, and if a Participant is covered under a group health insurance or prepayment plan participated in by the

City, and makes a permitted election to continue such coverage as a retired Participant or as a Beneficiary, the individual may authorize the Plan Administrator to deduct from the individual's benefit payment(s) such amount(s) as required to continue coverage under such group health insurance or prepayment plan and in the event said Participant or Beneficiary fails to pay a required premium for a group health insurance plan, the premium due shall be deducted by the Plan Administrator at the direction of the Defined Contribution Retirement Committee from the Participant's Account.

**38. Eligible Domestic Relations Order.**

The prohibition of Section 37, above, shall not apply to the creation, assignment, or recognition of a right to any benefit payable to a Participant pursuant to a Domestic Relations Order, as such order is determined by the Retirement Committee to be in accordance with the Eligible Domestic Relations Order Act, MCL 38.1701, et seq. ("EDRO Act"). Notwithstanding the foregoing, if the Retirement Committee determines such order is an "Eligible Domestic Relations Order" ("EDRO") and if the Retirement Committee determines that the EDRO applies to a Participant in the Plan and requires payment before the Participant would have otherwise been entitled to payment, the Retirement Committee shall make distribution to the "alternate payee" identified in the EDRO from the Defined Contribution Plan only effective as of the first day of the month following the month that the domestic relations order was determined to be an EDRO, or the first day of the month following the month that a benefit is payable under the later of the date set out in the EDRO or the EDRO Act.

**39. Nonforfeitability of Benefits.**

Subject only to the specific provisions of this Plan, nothing shall be deemed to deprive a Participant of his/her right to the Nonforfeitable Interest to which he/she becomes entitled in accordance with the provisions of the Plan.

**40. Incompetency of Payee.**

(a) In the event any benefit from the Defined Contribution Plan becomes payable to a minor or incompetent, to a person otherwise under legal disability, or to a person who, in the sole judgment of the Defined Contribution Retirement Committee, is by reason of advanced age, illness, or other physical or mental incapacity incapable of handling the disposition of his/her property, the DCRC may apply the whole or any part of such benefit directly to the care, comfort, maintenance, support, education, or use of such person or pay or distribute the whole or any part of such benefit to:

- (1) The parent of such person;
- (2) The guardian, committee, or other legal representative, wherever appointed, of such person;
- (3) The person with whom such person resides;
- (4) Any person having the care and control of such person; or

(5) Such person personally.

(b) The receipt of the person to whom any such payment or distribution is so made shall be full and complete discharge therefor.

**41. Mergers, Consolidations, and Transfer of Assets.**

The Defined Contribution Plan shall not be merged into or consolidated with any other plan, nor shall any of its assets or liabilities be transferred into any such other plan, unless each Participant in the Defined Contribution Plan would (if the Defined Contribution Plan then terminated) receive a benefit immediately after the merger, consolidation, or transfer that is equal to or greater than the benefit he/she would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Defined Contribution Plan had then terminated).

**42. Employer Records.**

Records of the City as to an Employee's or Participant's period of Service, termination of Service and the reason therefor, leaves of absence, re-employment, earnings, and Compensation will be conclusive on all persons, unless determined to be incorrect.

**43. Controlled Groups and Affiliated Service Groups.**

All Employees of any entity required to be aggregated with the City pursuant to section 414(o) of the Code and the regulations thereunder will be treated as employees by a single employer.

**44. Gender and Number.**

The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

**45. Applicable Law.**

(a) The Defined Contribution Plan shall be construed under the laws of the State of Michigan, except to the extent superseded by federal law. The Plan is established with the intent that it meets the requirements under the Internal Revenue Code, as amended. The provisions of this Defined Contribution Plan. shall be interpreted in conformity with these requirements.

(b) In the event of any conflict between the Defined Contribution Plan and a policy or contract issued hereunder, the Plan provisions shall control; provided, however, no Plan amendment shall supersede an existing policy or contract unless such amendment is required to maintain qualification under section 401 of the Internal Revenue Code, as amended.

## **II. DEFERRED COMPENSATION PLAN**

### **1. Continued.**

A deferred compensation plan and trust for the benefit of employees of the City of Farmington Hills ("City") under Section 457 of the Internal Revenue Code, as amended, shall be continued for the purpose of assisting those employees to provide for their retirement security.

### **2. Administration and Management.**

The City's Defined Contribution Plan Retirement Committee ("DCRC") shall be responsible for the administration, management, and operation of the deferred compensation plan and trust.

### **3. Authorization of contracts.**

The DCRC is authorized to enter into a contract or contracts to provide deferred compensation benefits to eligible City employees. Contracts shall only be entered with a company licensed and/or authorized to provide deferred compensation plans in the State of Michigan.

## **III. RETIREE HEALTH SAVINGS PLAN**

### **1. Continued.**

(a) A retiree health savings plan and trust for the benefit of employees of the City of Farmington Hills ("City"), shall be continued for the exclusive purpose of offsetting health care related expenses of retirees of the City and their eligible beneficiaries.

(b) Non-Union employees of the City participating in the RHS Plan shall be entitled to receive annual contributions from the City in amounts as agreed upon between the City and its non-union employee benefit groups. Members of all other benefit groups participating in the RHS Plan will received annual contributions from the City in amounts specified in the applicable collective bargaining agreements between the City and its employee bargaining units. Participants in the RHS Plan shall be fifty percent (50%) vested in the City's contributions to the RHS Plan after three (3) full years of employment with the City; seventy-five percent (75%) vested after five (5) full years of employment; and one hundred percent (100%) vested after seven (7) full years of employment.

(c) Employees participating in the RHS Plan shall contribute on an annual basis one and five-tenths (1.5) percent of the Employee's annual Compensation. Employees participating in the RHS Plan may make additional voluntary contributions to the RHS Plan in accordance with the terms and conditions of the RHS Plan document.

(d) The RHS Plan was created, under the authority of the Public Employee Health Care Fund Investment Act, Public Act 149 of 1999 (MCL 38.1211 et seq.), and shall constitute an integral part trust pursuant to section 115 of the Internal Revenue Code of 1986, as amended, and is created for the exclusive purpose of fulfilling the essential governmental function of pre-

funding for post-employment health care related costs and expenses to eligible employees of the City.

**2. Administration and Management.**

The City’s Defined Contribution Plan Retirement Committee (“DCRC”) shall be responsible for the administration, management, and operation of the retiree health savings plan and trust.

**3. Authorization of contracts.**

The DCRC is authorized to enter into a contract or contracts to provide retiree health savings benefits to eligible City employees. Contracts shall only be entered with a company licensed and/or authorized to provide retiree health savings plans in the State of Michigan.

**Approved 6/11/2018**  
**Restated**



OFFICE OF CITY CLERK

**TO:** Mayor and City Council Members  
**FROM:** Carly Lindahl, City Clerk  
**DATE:** November 25, 2024  
**SUBJECT:** Setting of Annual Goals Study Session Meeting

The date of Saturday, January 11, 2025 has been suggested for the City Council's annual goals study session meeting.

The meeting is proposed to begin at 9:00 a.m. and take place in the Community Room at City Hall. If this date and time is acceptable to Council, the following motion is in order to formally confirm the meeting date. Thank you.

**RECOMMENDATION:**

IT IS RESOLVED, that City Council hereby schedules the annual goals study session meeting for Saturday, January 11, 2025, beginning at 9:00 a.m. in the Community Room at City Hall.



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 11/25/2024

DEPT: Special Services

RE: Consideration of Employment for Alec Shapic

### ADMINISTRATIVE SUMMARY

- The Department of Special Services has followed all City policies and procedures in establishing an eligibility list of qualified candidates. This includes advertising in the local newspapers, posting on websites and on social media, distribution of job announcements at Farmington Public Schools and Oakland County Community College. A thorough investigation of the applicant's credentials and a personal interview were conducted. Providing applicants are equally qualified, residents receive preference for employment opportunities.
- Occasionally we have some difficulty finding qualified applicants for positions because they may require certain qualifications or specialized training/certification and the work hours typically include nights and/or weekends. Therefore, in view of meeting the established criteria and being the most qualified applicant, the Department of Special Services respectfully requests the City Council's approval of Alec Shapic.

Name: Alec Shapic

Position Applied For: Laborer 1- Golf

Number of Employees Needed in this Position: 1

Date Position Posted: 9/18/2024 Open Until: Filled

Number of Applicants for this position: 4

Number of Applicants Interviewed: 4

Salary: \$20.72 per hour

Relationship: Alec Shapic is the brother of Allison Shapic who is employed in the Recreation Division of Special Services

Justification: Alec Shapic is the most qualified applicant and is available to begin work immediately.

### RECOMMENDATION

- "IT IS RESOLVED, that the City Council of Farmington Hills hereby approves an employment request per Section 10.01A of the City Charter for Alec Shapic, who is related to an employee of the City Allison Shapic, who is a Nature Center Coordinator for Special Services."

Prepared by: Kristen Amolsch, Secretary to the Director of Special Services

Department Approval: Ellen Schnackel, Director of Special Services

Executive Approval: Gary Mekjian, City Manager

**MINUTES  
CITY OF FARMINGTON HILLS  
FARMINGTON HILLS CITY COUNCIL  
CITY HALL – COMMUNITY ROOM  
NOVEMBER 11, 2024 – 6:00PM**

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

Council Members Present: Aldred, Boleware, Bridges, Bruce, Dwyer, Knol and Rich

Council Members Absent: None

Others Present: City Manager Mekjian, Assistant City Manager Mondora, City Clerk Lindahl, Director Harvey, and City Attorney Joppich

**DISCUSSION ON THE REPLACEMENT OF THE FARMINGTON/FARMINGTON HILLS MULTI-CULTURAL MULTI-RACIAL COMMUNITY COUNCIL (MCMR)**

**Background**

Referencing his November 4, 2024 memorandum, City Manager Mekjian explained that this topic was assigned a priority “B” during the goal-setting session in January. Initial discussion occurred at the June 10, 2024 study session, when Council directed the City Manager to invite Karen Bolson and Tom Shurtliff to a meeting to provide historical context. Unfortunately, neither individual could attend tonight’s meeting.

Additionally, City Council requested the City Manager to research what other communities are doing in this space, and a list of a few comparables are included in the memo, along with links to those resources.

The draft Mission, Vision and Objectives statement from the June 10, 2024 memorandum was also included.

Mayor Rich said Council was looking at two broad questions this evening:

- 1) Does Council want to have another board or commission?
- 2) If the answer is affirmative, does Council want to have partnering?

If a consensus is reached, staff will begin to develop a governance framework and bylaws.

**Initial Discussion**

- The MCMR was originally formed in the 1990s to address racial tensions and was highly effective in its early years.
- The MCMR had encountered challenges in recent years, leading to concerns about its use of public funding and lack of oversight. Issues included a lack of defined goals, inconsistent parliamentary procedures, and members walking away if they disagreed with decisions. Currently MCMR received no funding from Farmington Hills.

- Council expressed interest in supporting a commission (or board/committee) but emphasized the importance of establishing clear goals and objectives before proceeding. Clarity regarding the mission and purpose of the group is essential.
- Discussion focused on whether such an entity should be limited to Farmington Hills only or include other partners:
  - Limiting the commission to Farmington Hills would allow the City to exercise greater control, ensuring its mission is clearly defined, consistently applied over time, and directly aligned with City priorities.
  - Support was voiced for including the City of Farmington, as there is a history of shared boards, commissions, schools, and a library system, which makes a joint effort logical.
  - On the other hand, the school district and the library already have their own specific initiatives and responsibilities in this area.
    - MLK Day activities are already managed effectively by the MCMR and the library.
    - The school district's correct focus on students could complicate the commission's broader objectives.
  - FAIA's (Farmington Area Interfaith Association) focus on faith-based issues complements, rather than overlaps with, the proposed commission's mission.
- The discussion addressed who the commission should report to within the City:
  - The Assistant City Manager was suggested, as someone who is well-acquainted with all City departments and knows how to direct people when issues arise.
  - The DEI Director was also suggested, although there was concern that integrating DEI efforts into the commission might dilute the commission's original purpose of addressing racial and cultural concerns separate from hiring issues (see further discussion below).
  - The question of who staff liaison should be remains open. Whoever it turns out to be will report to the City Manager.

#### Role and function of DEI

Director Harvey explained that DEI principles encompass diverse aspects of the community, including race, religion, gender, socioeconomic status, disabilities, etc., aligning with the goals of both MCMR and FAIA (Farmington Area Interfaith Association). There is a direct line with what the Director does in her job in the City and what she would potentially do with a community group. Part of the position description focused first on the City's workforce, and then also continuing that work in the community.

#### Mission and scope

- The challenge is how to formulate a commission that effectively addresses the goals and mission of such a group, which is why clarity regarding goals and guard-rails regarding duties remain critical:
  - For instance, the draft vision and objectives included in the packet include providing *“a forum for discussion, fact-finding and develop recommendations regarding issues of concern to the various ethnic, religious, and racial communities within Farmington and Farmington Hills and to aid in their interaction.”*
  - The goals and objectives include: *“The goal of the (TBD) Community Committee is to enhance and facilitate a better understanding and awareness of those cultural differences that make the city's ethnic, religious and racial communities different and unique, while developing a foundation for improved understanding and cooperative*

*living. The objectives of the committee will be to provide activities, recommendations or reports that will aid the city council in establishing public policies toward specific issues affecting all ethnic, religious, and racial groups.”*

- Again, the challenge is implementation. Farmington Hills is recognized for its diversity, and such a commission will need to address issues affecting a wide range of ethnic, cultural, and marginalized groups, including those with disabilities.

#### Comments from MCMR Participants

Director of Farmington Community Library and MCMR participant Kelley Siegrist, MCMR participant Sue Ross, and Farmington School Board Member and MCMR participant Angie Smith, provided the following comments, with added discussion by Council:

- MCMR has a rich history, with its origins as a community-driven initiative to celebrate Martin Luther King Jr. Day, fostering collaboration among local schools, city officials, and community members. Other past events such as parades, Heritage Festival, and “Taste of Farmington” featured food, dance, and crafts to celebrate community diversity.
- MCMR’s decline was partly due to disruptions caused by others in community leadership.
- MCMR’s primary focus has been MLK Day programming, which the library has managed effectively, and which could continue to go forward without MCMR involvement.
- MCMR did struggle to define its mission and purpose, and lacked administrative structure.
- MCMR continued to create relationships across diverse communities.
- MCMR flexibility is essential for fostering trust and open dialogue.

#### Final discussion and next steps

- Farmington Hills’ diversity necessitates an inclusive commission that reflects the City’s values and priorities
- The City Attorney reminded Council of the ordinance guiding boards and commissions, which ensures structured leadership, including term limits for chairpersons and annual voting on leadership roles.
- Collaboration with Farmington was favored due to shared services and community overlap.
- Council members supported making the proposed commission an educational and celebratory body focused on fostering understanding of different cultures and emphasizing the importance of community engagement without political overtones. A strong consensus emerged to prioritize educational goals, listening to community voices, and celebrating the City’s multicultural identity.
- Events such as a “Taste of Farmington and Farmington Hills” that celebrate the community’s diversity and encourage participation could be reinvigorated, potentially in cooperation with the Farmer’s Market.
- The commission should avoid political activism or competing with other community organizations, focusing instead on fostering understanding and inclusivity.
- Mayor Rich directed City Manager Mekjian to work with staff to develop a detailed proposal for the new commission based on tonight’s discussion.
- The City Manager will work with the City Attorney’s office to create a detailed framework for the commission, including clear goals, a defined mission, and a framework for governance and activities.

#### **ADJOURNMENT**

City Council Study Session Minutes

November 11, 2024

Page 4 of 4

**DRAFT**

The Study Session meeting was adjourned at 7:17pm.

Respectfully submitted,

Carly Lindahl, City Clerk

MINUTES  
CITY OF FARMINGTON HILLS  
CITY COUNCIL MEETING  
CITY HALL – COUNCIL CHAMBER  
NOVEMBER 11, 2024 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Rich at 7:31PM.

Council Members Present: Aldred, Boleware, Bridges, Bruce, Dwyer, Knol and Rich

Council Members Absent: None

Others Present: City Manager Mekjian, Assistant City Manager Mondora, City Clerk Lindahl, Director Rushlow, Fire Chief Unruh, and City Attorney Joppich

**PLEDGE OF ALLEGIANCE**

Members of the Mayor’s Youth Council led the pledge of allegiance.

**APPROVAL OF REGULAR SESSION MEETING AGENDA**

MOTION by Bridges, support by Aldred, to approve the agenda as published.

MOTION CARRIED 7-0.

**INTRODUCTION OF THE MAYOR’S YOUTH COUNCIL AND ADMINISTRATION OF OATH**

Noting that the Mayor’s Youth Council is an advisory Council that makes recommendations to the Cities of Farmington Hills and Farmington concerning the needs and concerns of youth and the community, Mayor Rich acknowledged that the Mayor of the City of Farmington, Joe LaRussa, was also in attendance.

The Youth Council members present this evening introduced themselves and were administered the Oath of Office by Clerk Lindahl.

**PROCLAMATION RECOGNIZING NOVEMBER 11, 2024 AS VETERANS DAY**

The following proclamation was read by Councilmember Bruce and received by Curtis Daniel, who served as a Fire Protection Specialist with the U.S. Air Force from 1971-1975, responsible for fire craft rescues.

More recently, Curtis is an active member of the Costick Center, where he has been a member of the Cycling for Active Adults club for 12 years and has participated in the Senior Aquatics Arthritis Exercise class for 11 years. Curtis also gives back to the Costick community by volunteering his time. For 11 years, he has served as a volunteer driver for the Home Delivered Meals program and, for nine years, has been a City of Farmington Hills driver for the Senior Transportation program.

This proclamation is presented to Curtis Daniel in honor of his service to his country and to his community.

**PROCLAMATION  
Veterans Day  
Nov. 11, 2024**

- WHEREAS,** throughout the course of history, courageous men and women have taken up arms to secure, defend and maintain the core principles upon which our nation's freedoms depend; and,
- WHEREAS,** since our nation's founding, more than 41 million men and women have stepped forward to serve their country during times of peace and times of war and conflict; and,
- WHEREAS,** the veterans who served in the military have protected the American way of life and have dedicated themselves to achieving lasting peace throughout the world; and,
- WHEREAS,** the spirit of freedom remains strong with over 1.3 million men and women currently on active duty and more than 800 thousand in the reserve forces, with many in harm's way fighting overseas; and,
- WHEREAS,** as a nation, we are eternally grateful for the noble sacrifices made by our veterans, and we honor and respect them for their service.

**NOW, THEREFORE,** I, Theresa Rich, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby recognize our esteemed veterans in acknowledgment of **Veterans Day 2024**, and urge all residents to pause and reflect, this November and throughout the year, on the sacrifices of those who have served their country.

**PROCLAMATION RECOGNIZING NOVEMBER 13, 2024 AS WORLD KINDNESS DAY**

The following proclamation was read by Councilmember Dwyer and accepted by Tammy Luty, member of the Commission on Children, Youth, and Families.

**PROCLAMATION  
World Kindness Day  
Nov. 13, 2024**

- WHEREAS,** the City of Farmington Hills recognizes the value of acts of kindness that are performed without prompting or reason and how these acts can positively impact the person giving kindness, the person receiving kindness, and those witnessing; and,
- WHEREAS,** acts of kindness can be performed by any person regardless of age, background, education, gender, religion, or abilities for the unselfish purpose of spreading goodwill; and,
- WHEREAS,** kind individuals create a more caring community and help to perpetuate genuine acts of kindness in Farmington Hills and beyond; and,

**WHEREAS,** the Farmington/Farmington Hills Commission on Children, Youth and Families seeks to encourage a kind and supportive environment where children, youth, and families are happy, healthy, educated, safe, and have the opportunity to reach their full potential; and,

**WHEREAS,** members of the Commission on Children, Youth and Families inspire kindness and mental health awareness through their Kindness Rock Garden in Heritage Park, an interactive community art installation of rocks painted with uplifting messages for anyone to take when they need encouragement.

**NOW, THEREFORE,** I, Theresa Rich, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim **Nov. 13, 2024**, to be “**World Kindness Day**” and urge all members of the community to share acts of kindness, caring and compassion in the community, not just on Nov. 13, but every day of the year.

Ms. Luty offered remarks regarding the Kindness Rock Garden, established in October 2022 by the Commission, and located behind the Spicer House.

**ANNOUNCEMENTS/PRESENTATIONS FROM CITY BOARDS, COMMISSIONS AND PUBLIC OFFICIALS**

There were no announcements or presentations.

**CORRESPONDENCE**

There was no correspondence received.

**CONSENT AGENDA**

MOTION by Boleware, support by Knol, to approve the consent agenda as read by Mayor Pro Tem Bridges.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH

Nays: NONE

Absent: NONE

Abstentions: NONE

MOTION CARRIED 7-0.

**CONSENT AGENDA ITEMS FOR DISCUSSION**

There were no items removed for discussion.

**COUNCIL MEMBERS’ COMMENTS AND ANNOUNCEMENTS**

- Council Member Aldred and Mayor Rich offered comments regarding the Veterans Day luncheon held earlier today at the Costick Center. The event was meaningful and well organized.
- Council Member Aldred highlighted the Farmington SAFE (Suicide Awareness for Everyone) community conversation event First Responder Trauma and Substance Use Awareness, Wednesday, November 13, 6pm, Council Chambers, and online.
- Mayor Rich reminded everyone there is a “Walk the Hawk with Council” event at noon tomorrow.

### **CITY MANAGER UPDATE**

City Manager Mekjian provided the following update:

- Thanked Special Services for the excellent Veterans Luncheon held earlier today.
- Yard waste collection will end the week of December 9.
- Holiday lighting event will be 6:30pm Tuesday, December 3<sup>rd</sup>, at City Hall. Santa Claus will be on a fire engine, and there will be cookies and cocoa.

### **NEW BUSINESS**

#### **CONSIDERATION OF REQUEST FROM EVENTS-O-RAMA LLC FOR THE TRANSFER OF OWNERSHIP OF A 2024 CLASS C LICENSE WITH VARIOUS PERMITS AND 3 BARS LOCATED AT 23666 ORCHARD LAKE ROAD.**

#### **Background**

Referencing her 11/11/24 memorandum, City Clerk Lindahl presented the request from Events-O-Rama LLC for the transfer of ownership of a 2024 Class C license at 23666 Orchard Lake Road.

- The City has received notification from the Michigan Liquor Control Commission and a request from Rajesh Gupta, representing Events-O-Rama LLC for local approval of the above referenced request.
- The request is for the transfer of ownership of a 2024 Class C license with Sunday Sales Permit (PM), Dance-Entertainment Permit, and 3 bars from Farmington Hills Investment Inc. (Farmington Manor), with the addition of a Sunday Sales Permit (AM) and a Catering Permit. This license is being used at its existing location with new ownership.
- The applicant has submitted an application along with their policy regarding the sale of alcoholic beverages, pursuant to Michigan Liquor Control Commission Rules. The application is included with this report.
- An agreement for return of the license to the City of Farmington Hills if the business ceases to operate has been submitted with their application.
- The application packet was routed to all departments for review. The transfer of ownership of the existing liquor license and permits received a denial from the Police Department, pending the applicant presenting the situation to City Council for a waiver. No objections were received from any other departments.
- Approval requires a Council waiver and five affirmative votes.

#### **Presentation by Applicant and his Legal Counsel:**

Mr. Rajesh Gupta deferred to his attorney, Mr. Peter Manni, for the presentation.

Mr. Manni focused on the following key points:

- Mr. Gupta's Background:
  - Extensive experience in the restaurant and banquet hall industry since 1990.
  - Managed and opened multiple restaurants and banquet halls across the U.S., including Ohio and Louisiana.
- Business Preparations:
  - Mr. Gupta has received a conditional license from the Michigan Liquor Control Commission.
  - Secured all required inspections, financial reviews, and a food license from the County Health Department.
- Criminal History Context:
  - A conviction stemmed from a 2010 incident where a business check issued by Mr. Gupta's

restaurant was returned for insufficient funds.

- After leaving the U.S. due to family emergencies and being unable to return due to immigration issues, Mr. Gupta was unable to resolve the case until 2022.
- In 2022 the matter was resolved with full restitution, a guilty plea to a lesser misdemeanor charge, and no jail time served.
- Character Defense:
  - Mr. Manni emphasized Mr. Gupta's transparency with the police department during their investigation.
  - Highlighted his family-oriented nature and extensive business experience.
- November 11, 2024 Letter from Sanjay K. Ghatt, Mr. Gupta's Attorney in 2010 in the State of Ohio: A letter was received this morning from Sanjay Ghatt which laid out in detail the factual history and timeline of the 2010 Ohio case. Mr. Manni read the entire letter from Mr. Ghatt, which included the following statements:

*"On May 20, 2010, Mr. Gupta and I appeared for the arraignment, and he entered a plea of Not Guilty to the charges. The case was in the process of being resolved, when Mr. Gupta had to go to India to attend to his ailing mother. He was unable to return due to an immigration issue. As a result, in February, 2011, upon Mr. Gupta's failure to attend Court, a capias was issued.*

*"In December, 2022, Mr. Gupta made arrangements to return to the United States. Subsequently, I worked with the prosecutor and the Court for Mr. Gupta to pay the restitution in the amount of the check and resolve the pending case."*

Mr. Ghatt's letter provided the follow summary:

*"In your decision making, I request that you consider the following:*

- *Mr. Gupta pled guilty to a misdemeanor charge;*
- *At no point did he serve any time in jail, be it in the Municipal Court case or relating to the subsequent filing in the Court of Common Pleas;*
- *He was ordered to pay the restitution in the amount of the check in question, which he did prior to the hearing of December 21, 2022;*
- *He was not ordered to pay any fines or court costs; and*
- *The case was closed in toto at sentencing."*
- Mr. Manni also referenced the October 15, 2024 Police communication (Interoffice Correspondence) from Captain Brian Moore to Chief Jeff King acknowledging Mr. Gupta's honesty during their inquiry.

The Police Department correspondence concluded: *"Gupta was honest and forthright about this conviction with Sergeant Hernandez. Farmington Hills ordinance does prohibit issuing a liquor license to an applicant convicted of a crime of dishonesty or false statement. In this case Gupta issued a check knowing he had insufficient funds in the bank. Twelve years later he took responsibility for his actions and handled the matter in court."*

Additional Comments from Applicant:

Mr. Gupta elaborated on the circumstances surrounding his absence from the U.S. and the delayed resolution of the 2010 bounced check:

- He had become a U.S. Citizen prior to these events.

- He traveled to India in July 2010 due to his father's critical illness and 90-day ICU stay, traveling back and forth for business reasons during this time.
- Because of visa restrictions to visit India, being a U.S. citizen, he was in the U.S. when his father died and he could not return to India for the funeral. At that time, he made a decision to close his business and went to India to take care of his family, including his mother and brothers. His mother passed in 2012. He himself became very ill during this time.
- After taking care of family matters, Mr. Gupta returned to the U.S. in 2022 and immediately resolved the legal matter.
- Mr. Gupta described this period as a significant personal and financial downturn for his family.

#### **Council Member Questions and Concerns**

- Council Member Bruce raised concerns regarding:
  - The 12-year delay in addressing the bounced check and the lack of attempts to resolve the debt during that time.
  - The absence of penalty payments or adjustments for inflation when restitution was made. In Bruce's opinion, the business owner who received the bad check had never been made whole because he was paid back in 2010 dollars, not 2022 dollars.
  - The perceived lack of proactive responsibility during the 12-year period troubled Bruce.

In response, Mr. Gupta said that he paid what he was asked to pay during the settlement. He detailed some of the financial hardships and personal struggles faced during the period, as his family in the U.S. (wife and children) lost their principal breadwinner and his wife became very ill in 2016 with an autoimmune diagnosis. She had to leave her job and is now on disability.

Mr. Gupta acknowledged his failure to make even small partial payments or other gestures but attributed this to extreme personal and financial difficulties. He emphasized his intention to resolve the matter as soon as he returned to the U.S.

In response to questions from Bruce, Mr. Gupta said he was purchasing the Farmington Manor with the help of a friend, who is helping him acquire the assets of the business through a loan.

- Council Member Bruce expressed concern about the lack of effort to demonstrate responsibility for the unpaid debt over a 12-year period. Based on his experience, even small, consistent payments can show good faith and acknowledgment of a financial obligation. Bruce also highlighted that repaying the original 2010 amount in 2022 dollars without adjustments for inflation or penalties did not fully compensate the impacted business owner, raising questions about the applicant's commitment to addressing the matter responsibly. Even from the other side of the world, money can be transferred at a moment's notice. Mr. Gupta had committed a crime in 2010, and for 12 years not even the smallest restitution was made.

In response, Mr. Gupta said this was the first thing he took care of when he returned to the U.S.

- Council Member Dwyer, drawing from his long experience as a former police chief, including 23 years in Farmington Hills, and which also included reviewing and approving or denying hundreds of requests for Class C licenses, supported approving the liquor license:
  - Cited Mr. Gupta's cooperation and honesty during the police investigation.
  - Acknowledged concern about Mr. Gupta being able to make a living.

- Acknowledged mitigating factors, including Mr. Gupta's challenging circumstances and the relatively minor nature of the offense.
- Based on several factors and the investigation itself by the Police Department and how Mr. Gupta cooperated, including being honest and forthright with the investigator, he recommended approval for the requested license.

- Mayor Pro Tem Bridges asked Mr. Gupta if he was aware of the debt when he left for India.

Mr. Gupta admitted partial awareness of the debt but cited time pressures and personal challenges as reasons for the delay in addressing it.

Mayor Pro Tem Bridges inquired if the City Clerk had knowledge of similar past cases involving applicants with similar background issues.

City Clerk Lindahl stated there were no records during her tenure as Clerk of similar cases proceeding to council approval. She noted that some applicants had withdrawn their requests when informed of issues uncovered in background checks.

- Council Member Knol expressed support for granting the license:
  - Mr. Gupta had admitted his mistake. He has been very forthright this evening. The event was a long time ago, Mr. Gupta had not served jail time, and as soon as he came back from India he took care of this situation.
  - Highlighted the fact that everyone makes mistakes and hopes for some grace, especially after restitution has been made.

Council Member Knol shifted focus to the condition of the Farmington Manor property:

- Raised concerns about neglected landscaping and its impact on the business's image.
- Urged Mr. Gupta to prioritize improvements, including cleaning up weeds and enhancing the property's curb appeal, even if he has to do the work himself.
- Cited the "broken window theory," emphasizing how poorly maintained properties affect surrounding businesses.

Mr. Gupta assured Council that the landscaping and building facade were included as improvements in the purchase contract.

- Council Member Aldred sought clarification on conflicting timelines payments regarding Mr. Gupta's knowledge of the warrant:
  - Cited discrepancies between the police department's report and a letter submitted by Mr. Gupta's attorney regarding what Mr. Gupta knew about the warrant against him. Per the police report, Mr. Gupta was fully aware before he left the country but had no funds to make the victim whole. Per Attorney Manni's letter, Mr. Gupta was not aware of the warrant before he left.

Mr. Manni acknowledged the inconsistencies, explaining they arose from limited access to historical records and reliance on court dockets and imperfect memory. This was why he read the Ohio attorney's letter, which they had only received this morning, and which was factual and relied on the client/case records that were kept at the time. Mr. Manni confirmed that Mr. Gupta was aware of the warrant when he left for India, prioritizing family emergencies in India

over addressing the legal matter. Mr. Manni apologized for inconsistencies and affirmed that they were trying to be fully transparent.

- Mayor Rich raised concerns about the ordinance language, which states that no such license "shall" be issued to individuals with certain criminal histories, noting that "shall" indicates a mandatory prohibition.

City Attorney Joppich confirmed that Mayor Rich was reading the ordinance correctly. However, Council has the authority to grant waivers of ordinance requirements. This discretion should be exercised cautiously and only under exceptional circumstances to avoid setting precedents.

- Waivers should be granted rarely and require a high bar of justification.
  - Approving this waiver could create expectations for similarly situated applicants. Because of this, Attorney Joppich emphasized the importance of carefully exploring all the issues. Was this particular situation contemplated by the ordinance, or does the situation go beyond what was contemplated? If a waiver is granted, Council needs to be able to look back at this request and understand why they made the decision that they did. The record should be complete, including all related documents including the letter from the Ohio attorney discussed by Mr. Manni tonight.
- Council Member Boleware asked if approving the waiver in this case would obligate Council to approve all similar waivers in the future.

City Attorney Joppich explained that while each case must be evaluated on its specific merits, granting a waiver could create an expectation for consistency in a similar case.

- Mayor Pro Tem Bridges questioned the alignment of the timeline provided by the applicant's attorney with other documentation.

City Attorney Joppich acknowledged some discrepancies, which had been clarified by additional materials provided by the applicant's attorney this evening. Attorney Joppich deferred credibility judgments to Council, but also acknowledged that the corrections to the record had been made voluntarily by the applicant.

- Mayor Pro Tem Bridges proposed tabling the decision to allow time for a thorough review of the new documentation, to ensure it aligns with the applicant's testimony and submitted materials.
  - Emphasized the importance of precedent-setting and the need for careful deliberation.
  - Suggested postponing the decision to the next council meeting on November 25th.
  - Acknowledged that postponement could disadvantage the applicant but argued that due diligence outweighed this concern.

#### **Motion to Postpone**

MOTION by Bridges, support by Boleware, to postpone this item to the November 25, 2024 meeting.

Council Member Knol pointed out that tabling this item to the next meeting would disadvantage Mr. Gupta as Council will be one member short on November 25, when 5 affirmative votes are needed, and tabling to November 25 could also negatively impact the terms of the property

purchase.

The Mayor called the question, which failed by voice vote.

- Council Member Dwyer sought clarification regarding the ordinance's prohibition on issuing licenses to individuals convicted of crimes involving dishonesty or false statements.

City Attorney Joppich explained that the ordinance applies regardless of whether the conviction is classified as a misdemeanor or punishable by less than one year if the crime is one of dishonesty. Issuing a check with insufficient funds qualifies as this type of crime.

- Council Member Dwyer noted that it was unusual for the police department to defer a decision on a waiver to City Council. Reflecting on his 23 years of experience with the police department in Farmington Hills, he stated that he had never encountered a case where the department asked Council to consider a waiver instead of making a clear recommendation.

Council Member Dwyer suggested that this might indicate the police department sees this case as a "gray area," leaving the decision to Council. He speculated that the department's hesitation to recommend outright denial reflects uncertainty about how the case should be resolved. Dwyer emphasized that this approach deviates from the norm, as the police department typically provides a definitive recommendation in 99.9% of cases. He indicated he was ready to make a motion.

#### **Motion and Final Discussion**

MOTION by Dwyer, support by Knol, that the City Council of Farmington Hills hereby adopts the resolution for APPROVAL to the Michigan Liquor Control Commission for the request from Events-O-Rama LLC to transfer ownership of a 2024 Class C license with permits and 3 Bars; from Farmington Hills Investment Inc., located at 23666 Orchard Lake Road; and includes the waiver of Ordinance provision Section 4-45 (7).

Motion discussion:

Council Member Bruce opposed the motion. He reiterated concerns about Mr. Gupta's handling of the debt, stating that only the "minimum necessary" was done after 12 years. He emphasized the importance of holding applicants to higher standards, especially when granting a valuable resource like a Class C liquor license. He raised concerns about setting a precedent for future waivers and the lack of historical examples of such cases. In his 20 years on Council no one convicted of a crime had come in for a waiver in order to have get a Class C liquor license, and he did not think one should be granted for someone who had done the bare minimum restitution.

Council Member Knol emphasized Mr. Gupta's sincere apology and extensive experience in the banquet and restaurant industry. She pointed out the critical need for a banquet facility to have a liquor license, and the potential positive impact on the Orchard Lake area if the facility were revitalized.

Council Member Aldred suggested taking a brief recess to give council members time to read the letter from Mr. Gupta's Ohio attorney, especially as that letter addressed discrepancies in the timeline and inconsistencies in documentation provided in the packets.

MOTION by Aldred, support by Boleware, to take a 10-minute recess to allow council members to review the newly provided documentation in order to make an informed decision.

Motion passed by voice vote.

The meeting recessed at 8:40pm and reconvened at 8:50pm.

Mayor Rich noted that there was a motion on the floor, to approve the license and grant a waiver of Section 4-45.7, which restricts licenses based on criminal history.

Council Member Aldred highlighted the facts submitted in the letter from Mr. Gupta's lawyer, explaining that the case began in 2010 when Mr. Gupta entered a plea of not guilty but had to leave for India to care of his ailing mother.

Mr. Manni pointed out that the Michigan Liquor Control Commission had reviewed the applicant's application including the criminal history and approved the transfer of the liquor license. Mr. Manni emphasized transparency and willingness to provide additional documentation.

Council Member Aldred asked City Attorney Joppich if the waiver required further clarification for the record.

City Attorney Joppich confirmed that Council's detailed discussions and thorough questioning sufficiently supported the decision. He recommended creating a comprehensive set of minutes to ensure a clear record of the council's decision-making process.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, DWYER, KNOL AND RICH  
Nays: BRUCE  
Absent: NONE  
Abstentions: NONE

MOTION CARRIED 6-1.

**CONSIDERATION OF APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS.**

MOTION by Knol, support by Boleware, that the City Council of Farmington Hills hereby confirms the Mayor's recommendation to appoint the following individuals to various City Boards and Commissions:

**Beautification Commission**

Paul Aren	<b>Length of Term:</b> Expired Term	<b>Term ending:</b> February 1, 2028
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Paul will fill the regular vacancy left by Carol Kurth who resigned January 2024.

Kailee Sosnowski	<b>Length of Term:</b> Expired Term	<b>Term ending:</b> February 1, 2028
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Kailee will fill the regular vacancy left by Jennifer Chinn who resigned December 2023.

**Emergency Preparedness Commission**

	<b>Length of Term:</b>	<b>Term ending:</b>
Sean Thomas	Unexpired Term	February 1, 2025

Sean was appointed as an alternate member in December 2023, he will now fill the regular vacancy left by Dan Wecker who resigned November 2024.

**Grand River Corridor Improvement Authority**

	<b>Length of Term:</b>	<b>Term ending:</b>
Rudy Patros	Unexpired Term	February 1, 2028

Rudy will fill the regular vacancy.

**Commission on Community Health**

	<b>Length of Term:</b>	<b>Term ending:</b>
Sylvia White	Unexpired Term	February 1, 2027

Sylvia will fill the regular vacancy left by Daniel Konja who resigned June 2024.

MOTION CARRIED 7-0.

**CONSENT AGENDA**

**RECOMMENDED APPROVAL OF AWARD OF BID FOR PURCHASE OF FIRE DEPARTMENT DAY CHAIRS TO FIRE STATION FURNITURE IN THE AMOUNT OF \$20,154.29. CMR 11-24-111**

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase order to Fire Station Furniture in the amount of \$20,154.29 for the purchase of 21 heavy duty day chairs.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH  
Nays: NONE  
Absent: NONE  
Abstentions: NONE

MOTION CARRIED 7-0.

**RECOMMENDED APPROVAL OF AWARD OF BID FOR PURCHASE AND INSTALLATION OF DUMP BODIES AND WINTER MAINTENANCE ACCESSORIES ON TWO NEW DUMP TRUCK CHASSIS AND FOUR NEW PICK-UP TRUCKS TO TRUCK & TRAILER SPECIALTIES IN THE AMOUNT OF \$277,256. CMR 11-24-112**

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase order with Truck & Trailer Specialties in the amount of \$277,256.00 for the purchase and installation of dump bodies and winter maintenance accessories on two (2) new dump truck chassis and four (4) new pick-up trucks.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH  
Nays: NONE  
Absent: NONE  
Abstentions: NONE

MOTION CARRIED 7-0.

**RECOMMENDED APPROVAL OF AWARD OF BID FOR COSTICK CENTER DOOR B AND LONGACRE HOUSE PORCH AWNING PROJECTS TO MICHIGAN TENT & AWNING INC. IN AN AMOUNT NOT TO EXCEED \$12,845.05. CMR 11-24-113**

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby authorizes the City Manager to award the bid for Costick Center and Longacre Awning Projects to Michigan Tent & Awning Inc. in an amount not to exceed \$12,845.05.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH  
Nays: NONE  
Absent: NONE  
Abstentions: NONE

MOTION CARRIED 7-0.

**RECOMMENDED APPROVAL OF CITY COUNCIL STUDY SESSION MEETING MINUTES OF OCTOBER 28, 2024.**

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby approves the city council special study session meeting minutes of October 28, 2024.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH  
Nays: NONE  
Absent: NONE  
Abstentions: NONE

MOTION CARRIED 7-0.

**RECOMMENDED APPROVAL OF CITY COUNCIL REGULAR SESSION MEETING MINUTES OF OCTOBER 28, 2024.**

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby approve the city council regular meeting minutes of October 28, 2024.

Roll Call Vote:

Yeas: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL AND RICH  
Nays: NONE  
Absent: NONE  
Abstentions: NONE

MOTION CARRIED 7-0.

### **ADDITIONS TO AGENDA**

There were no additions to the agenda.

### **PUBLIC COMMENTS**

Mayor Rich reviewed the process and rules relative to public comment.

- Dan McRoberts, Greencastle Road and HOA president for his subdivision which is located near 12 Mile Road between Inkster and Middlebelt, raised the issue that planned construction on 12 Mile Road will require the removal of the subdivision's entrance sign. The Oakland County Road Commission indicated it would not relocate the sign, only remove it. Attempts to contact the city's engineering department for assistance yielded no response, despite follow-ups. The HOA lacks funds to manage the removal, storage, and reinstallation of the sign independently.

City Manager Mekjian acknowledged the issue and committed to investigating the matter. He will review the sign's location in relation to City and County jurisdiction and will reach out to the County if that is the responsible party.

- Valdor Haglund, Dorchester Drive, Farmington Glen Subdivision, described concerns about the lack of communication regarding the fiber optic installation by SIFI Networks in his neighborhood. Residents were surprised by the work, which included flags, markings, and digging, with no prior notice. Attempts to inquire about the work revealed that door hangers or notices were either not distributed or inconsistently provided.

City Manager Mekjian acknowledged similar complaints from other neighborhoods about SIFI's poor communication practices. He confirmed that SIFI is required to distribute door hangers and place signage in affected areas, but compliance has been inconsistent. The City has pushed for better communication from SIFI and has increased its own efforts to inform residents via the city website.

Council Member Knol expressed frustration relative to the ongoing communication failures by SIFI Networks, despite repeated discussions between the City Manager and the company. She emphasized the need for the City to take direct responsibility for improving communication, including utilizing the City's communications department to create mailings or newsletters that provide hard-copy information to residents. Relying on the City's website was not enough.

Council will invite SIFI representatives to a future council meeting to address issues directly.

- Angie Smith, Farmington Public School Board Member, commended Council and the Police Department for their swift response and support in addressing racist text messages targeting high school students following the recent election. She expressed gratitude to Police Chief Jeff King and Detective Clark for their proactive efforts in handling recent incidents of anti-Semitic and racist behavior.
- PG, resident, commented on the study session discussion held prior to tonight's regular meeting regarding potential replacement of the Farmington-Farmington Hills Multicultural, Multiracial Community Council. She thanked Council Member Dwyer for his remarks during the study session, and suggested renaming "Diversity, Equity, and Inclusion" (DEI) initiatives to focus on "Greater Inclusion, Diversity, and Equity," arguing that inclusion should take precedence over diversity.

- Preston Marston, eighth grade, advocated for expanding creative opportunities for youth at the Farmington Hills Library, including introducing screenplay and film contests in addition to existing writing competitions.

**ADJOURNMENT**

The regular session of City Council meeting adjourned at 9:19PM.

Respectfully submitted,

Carly Lindahl, City Clerk