

**AGENDA**  
**CITY COUNCIL**  
**STUDY SESSION & CLOSED SESSION**  
**MARCH 24, 2025 – 5:30PM**  
**CITY OF FARMINGTON HILLS**  
**CITY HALL – COMMUNITY ROOM & CITY COUNCIL CHAMBER**  
**31555 W ELEVEN MILE ROAD**  
**FARMINGTON HILLS, MICHIGAN**  
Telephone: 248-871-2410 Website: [www.fhgov.com](http://www.fhgov.com)

1. Call Study Session to Order
2. Roll Call

**CLOSED SESSION ITEM (COMMUNITY ROOM – 5:30PM):**

3. Consideration of approval to enter into a closed session to discuss an employee requested review for Gary Mekjian, City Manager. (Note: Council will return to open session at 6:00PM in the City Council Chamber).

**STUDY SESSION ITEMS (CITY COUNCIL CHAMBER – 6:00PM):**

4. Presentation on [Urban Deer Management](#)
5. Adjourn Study Session

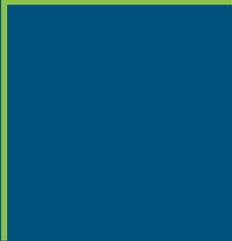
Respectfully submitted,

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. Thank you.



# Farmington Hills Study Session Presentation

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March 24th, 2025



# Introductions

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Bryan Farmer



Chad Fedewa



Mike Kost



George Ackerman



Lauren Jones



Tristan Compton



Andy Metz



Chelsea Yang



Zach Cavanaugh

# History of Deer Management in Farmington Hills

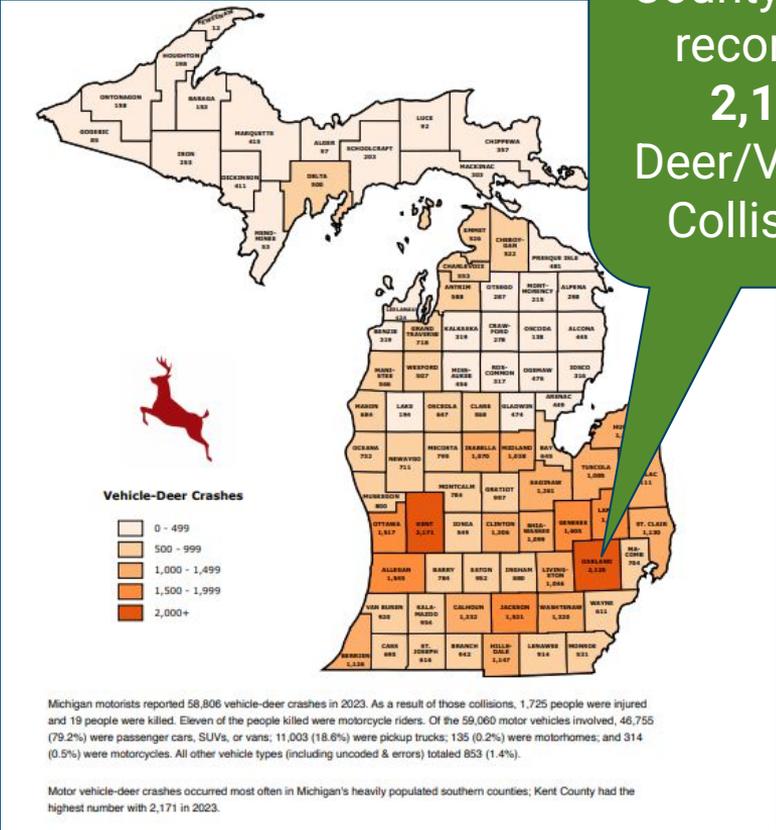
- 2015 - Began conducting research, collecting data, and working with the DNR
- 2017 - Farmington Hills began the idea of taking a regional approach vs city by city
- 2021 - Farmington Hills led regional approach to deer management by establishing the Southeast Michigan Urban Deer Coalition (SEMIUDC)
- 2022 - SEMIUDC worked with SEMCOG on a 7 county deer survey
- 2024 - SEMIUDC invited to be part of Statewide Deer Management Initiative (DMI)
- 2024 - Non-regulatory items proposed during the DMI process
- 2025 - SEMIUDC representation on State of Michigan Deer Advisory Team
- 2025 - Establishment of the Statewide Urban Deer Management Plan for Communities

# Deer-Vehicle Collisions Statistics

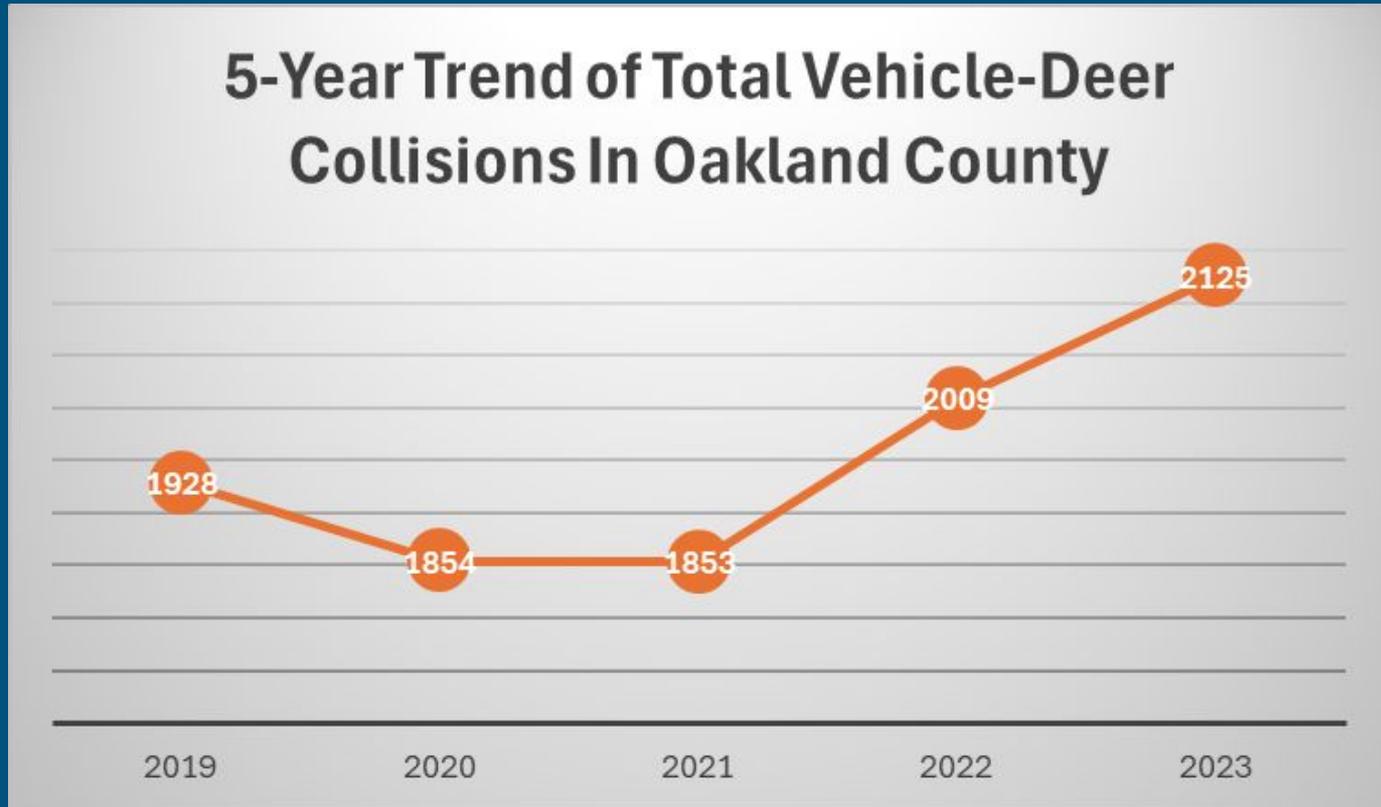
(Data source: Michigan Traffic Crash Facts)

Oakland County ranked **second** in the State of Michigan in the number of Deer-Vehicle Collisions in 2023

In 2023, Oakland County had a record of **2,125** Deer/Vehicle Collisions

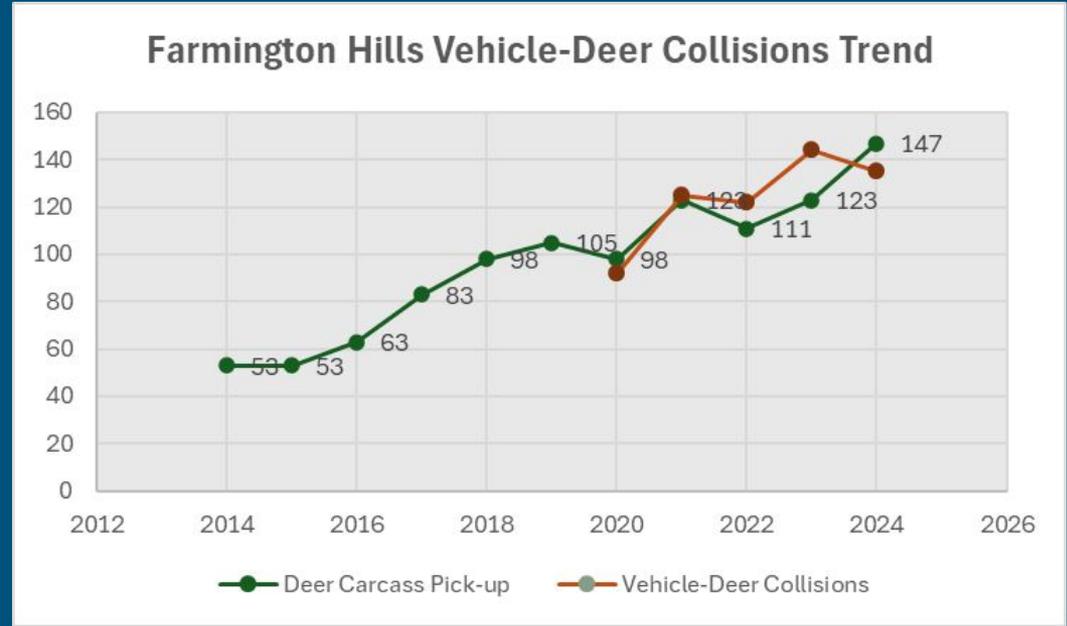


# Deer-Vehicle Collisions in Oakland County from 2019-2023



# Deer-Vehicle Collisions in Farmington Hills

- **621** Deer-Vehicle Collisions in past 5 years
- **Increasing** number of Deer-Vehicle Collisions and deer carcass being picked up on roadways
- **180 calls** were logged from Farmington Hills residents expressing concerns about deer impacts from 2015-2022



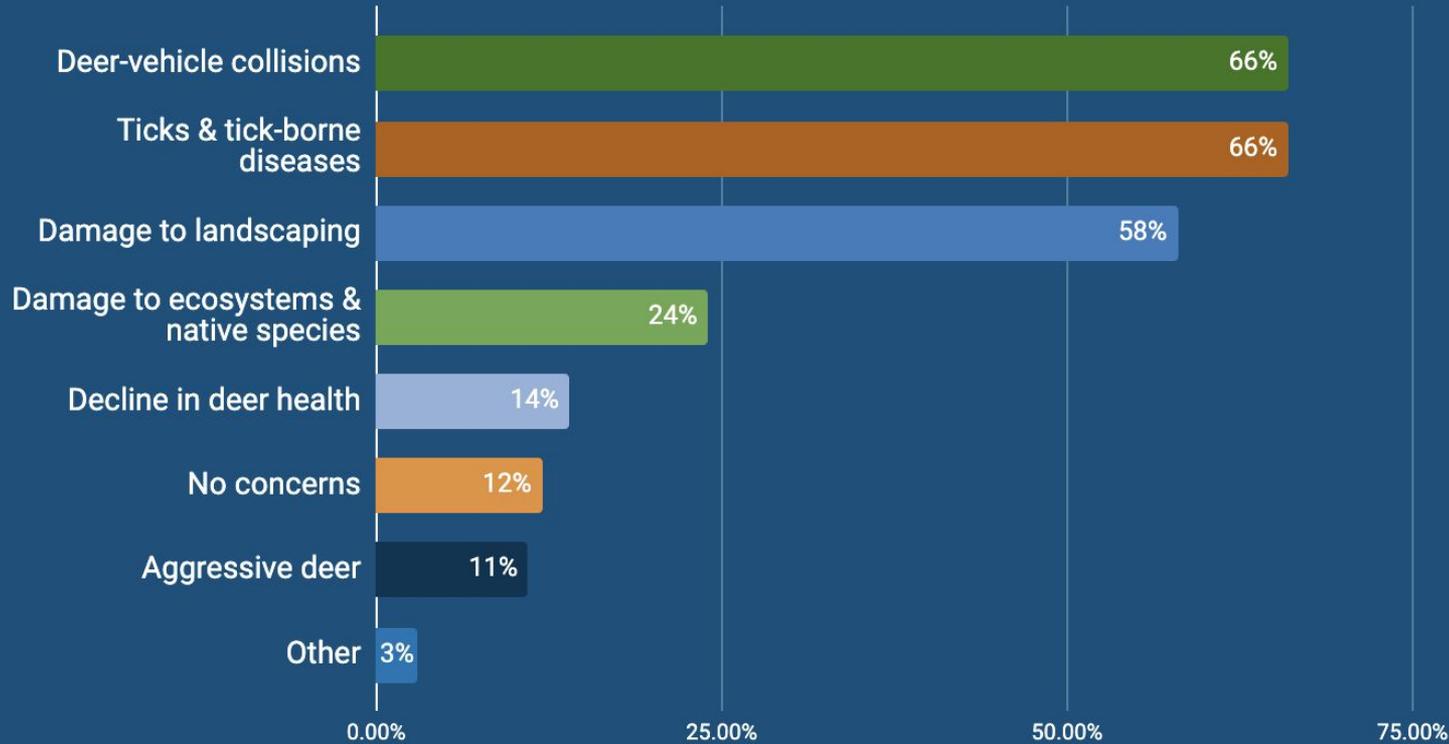
# Location of Deer-Vehicle Collisions in Farmington Hills, 2020-2024

City of Farmington Hills, Crashes Involving Deer, 5-Years 2020-2024





# Oakland County's Deer Concerns

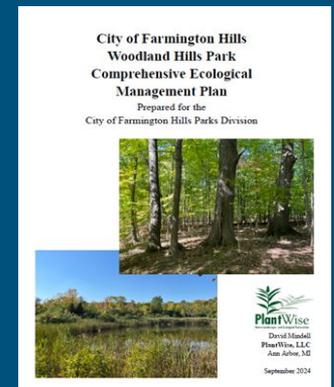
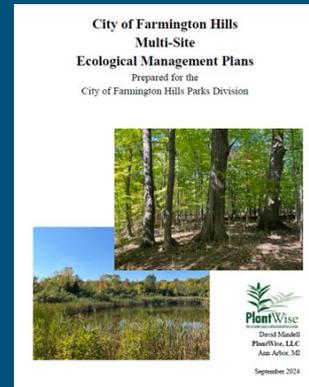
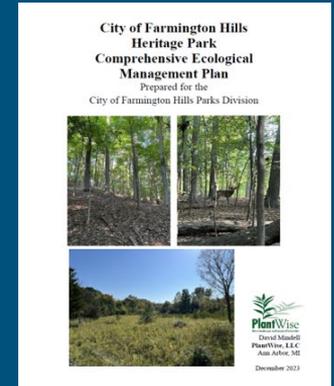
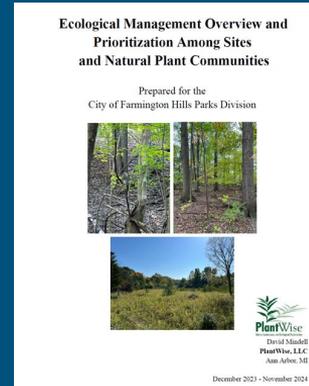


	Why TO Manage Deer	If Deer are NOT Managed
<b>SAFETY</b>	<p>Deer-Vehicle collisions and injuries decrease</p> <p>Reduction in Lyme disease cases</p>	<p>Frequency of Deer-Vehicle collisions and driver injuries increase</p> <p>Lyme disease cases increase</p>
<b>NATURE</b>	<p>Ecological restoration &amp; native species revitalization</p> <p>Less personal landscape &amp; property damage</p>	<p>Deer continue to destroy environments and landscapes</p>
<b>COSTS</b>	<p>Reduced impact to private property</p> <p>Reduction in automobile repair expenses</p> <p>Reduced impacts to driver injury</p> <p><b>Relatively low cost for the city to manage</b></p>	<p>City's money would be spent on fixing deer damage</p> <p><b>Increasing resident expenses:</b> Landscaping, vehicle repairs, injury</p>

# Ecological Plan - PlantWise Reports

## FOUR MANAGEMENT PLAN GUIDELINES

1. Overview and Prioritization
2. Heritage Park
3. Woodland Hills Park
4. Multi-site Management Plans



# Ecological Impacts



## Forest Succession and Structure

- Loss of saplings and seedlings create significant regeneration issues
- Slow growing trees are particularly sensitive
- Forests become dominated by fast-growing, unpalatable tree species

## Herbaceous and Subcanopy

- Studies have shown that forests can lose up to 80% of their ground cover species
- Extirpations of rare plant species including lilies, orchids, and dicots
- Linked to rise in invasive species proliferation and increased fern cover

# Ecological Impacts



- Overall decline in bird abundance and richness
- Short-term- subcanopy nesters
- Long-term- lack of mature trees



- Overbrowsing of many flowering plants
- Specialist pollinators decline who rely on a specific plant species



- Competition for food
- Destruction of suitable cover from predators

Sources:  
Waller, D. M., & Alverson, W. S., 1997  
Côté et al., 2004  
Sakata & Yamasaki, 2015  
Phillips & Cristol, 2024

# Ecological Plan Goals

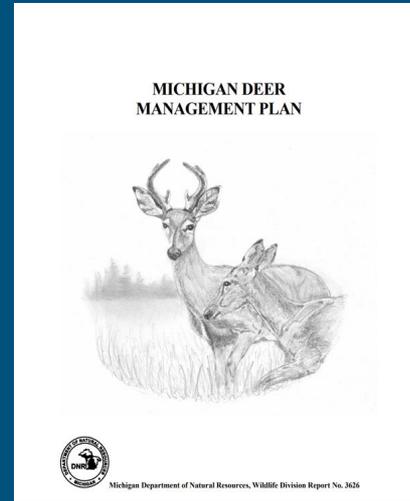
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- Promote diversity through oak regeneration
  - Currently oaks are limited to old, mature trees with subcanopy dominated by shade-tolerant species
- Curtail the spread of invasive species
  - Garlic mustard, Asian bittersweet, common buckthorn, and others are present at varying degrees with the potential for explosive growth
- Protection and restoration of herbaceous groundcover, flowering plants, and biodiversity
  - Increases ecosystem functions and services
  - Maintains natural beauty for park goers



# Michigan Department of Natural Resources

- Michigan Deer Management Plan
- Managing Deer Within Suburban Communities Guideline
- Consistent Deer Management Approach for Municipalities to Adopt across Michigan
- Regional Deer Management vs City by City Approach



## Managing Deer Within Suburban Communities

**Does your community have a deer problem?**

One challenge for many community leaders is determining whether their community has a deer problem. In many situations, deer tend to impact certain neighborhoods more than others. This often causes varying opinions between residents on the local deer population. Community leaders should first begin by attempting to identify the level of impact within their community.

**What is the best approach for your community to monitor local deer impacts?**

It is important to focus on monitoring the impacts, rather than the number of deer within a community. Deer can have both biological impacts (ex. impact to forest health) and social impacts (ex. deer-vehicle collisions) within a community. Some items to consider monitoring to better understand the impacts of deer include:

- Monitoring deer-vehicle collisions, both in number and location, over time.
- Hiring a naturalist or botanist to survey/estimate deer impacts to natural areas.
- Recording complaints of landscape damage.
- Surveying residents to express their opinions of deer within the community.

 For more information, visit [mi.gov/deer](https://www.michigan.gov/deer)

# Success Story- Meridian Township

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- Deer management plan initiated in 2010
- Three Targets: Reducing deer-vehicle collisions, limiting destruction to parks and neighborhoods, preventing spread of Chronic Wasting Disease
- Volunteer Archery Program
  - Mandatory training, background check, and proficiency test
  - Daily communication with participants on guidelines and practices
  - Must be residents of Meridian Township
  - 2023- 67 resident volunteers, 141 deer harvested, 77 deer donated, 3,436.5 volunteer hours
- 2024 Cull
  - Conducted Jan 2-Jan 13
  - Management areas chosen by high deer density-car collision intersections
  - 159 deer harvested and donated

# Success Story- Meridian Township

	<b>Total Hunters</b>	<b>Properties Hunted</b>	<b>Archery Harvest</b>	<b>Police Cull</b>	<b>Reported Deer/Car Collisions</b>
<b>2011</b>	25	7	43	--	152
<b>2012</b>	50	18	90	--	153
<b>2013</b>	60	20	127	--	180
<b>2014</b>	73	21	150	--	137
<b>2015</b>	30	19	63	--	144
<b>2016</b>	73	31	73	--	164
<b>2017</b>	66	30	80	--	129
<b>2018</b>	74	38	57	--	129
<b>2019</b>	84	38	88	--	153
<b>2020</b>	75	42	176	150 (21')	100
<b>2021</b>	68	43	130	200 (22')	116
<b>2022</b>	70	63	156	200 (23')	103
<b>2023</b>	67	71	141	159 (24')	97

# Success Story- Meridian Township

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- Results
  - Deer-vehicle collisions have decreased 36% over 13 year span, with lowest tally in 2023 at 97 reports
  - Noticeable decline in deer browsing damage in parks and preserves within management areas
  - Average hunter participation and properties used has gradually increased over the past 5-7 years
  - Chronic Wasting Disease (CWD) has not been reported since 2016
  - 6,156 pounds of venison donated to 16 local food banks in 2023-24 management year

# East Lansing

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- Management began in 2021
  - 2021- 65 deer removed, 2022- 79 deer, 2023- 49 deer and 2024- 52 deer
- Removal implemented by professional USDA Wildlife Service biologists trained in the use of firearms
- Anecdotal evidence of browse and vegetation improvements, however not enough time has passed to see significant changes
- All venison is donated to the Greater Lansing Food Bank, with an average of 30 pounds per deer, resulting in 6,700 pounds of venison

# Parks and Private Property for Deer Management

- Example of local parks and private areas deer management:
  - Huron-Clinton Metroparks
    - Began culls in 1998
    - Deer culls occurred in 7 of the 13 Metroparks in 2025
    - Deer Herd & Ecosystem Management Plan 2022-2026
  - Oakland County Parks
    - Managed deer hunts in most of their parks
    - Archery Hunting from Oct. 1- Jan. 31 every year
    - Deer culls in 2024 and 2025
  - City of Jackson
    - Began culls in 2016
  - Michigan DNR
    - Statewide deer management plan
    - Late Season (Urban Archery) Jan. 1-31 every year
    - Late antlerless firearm extended Dec. 16 - Jan. 12 in 2024-25



# Hunting

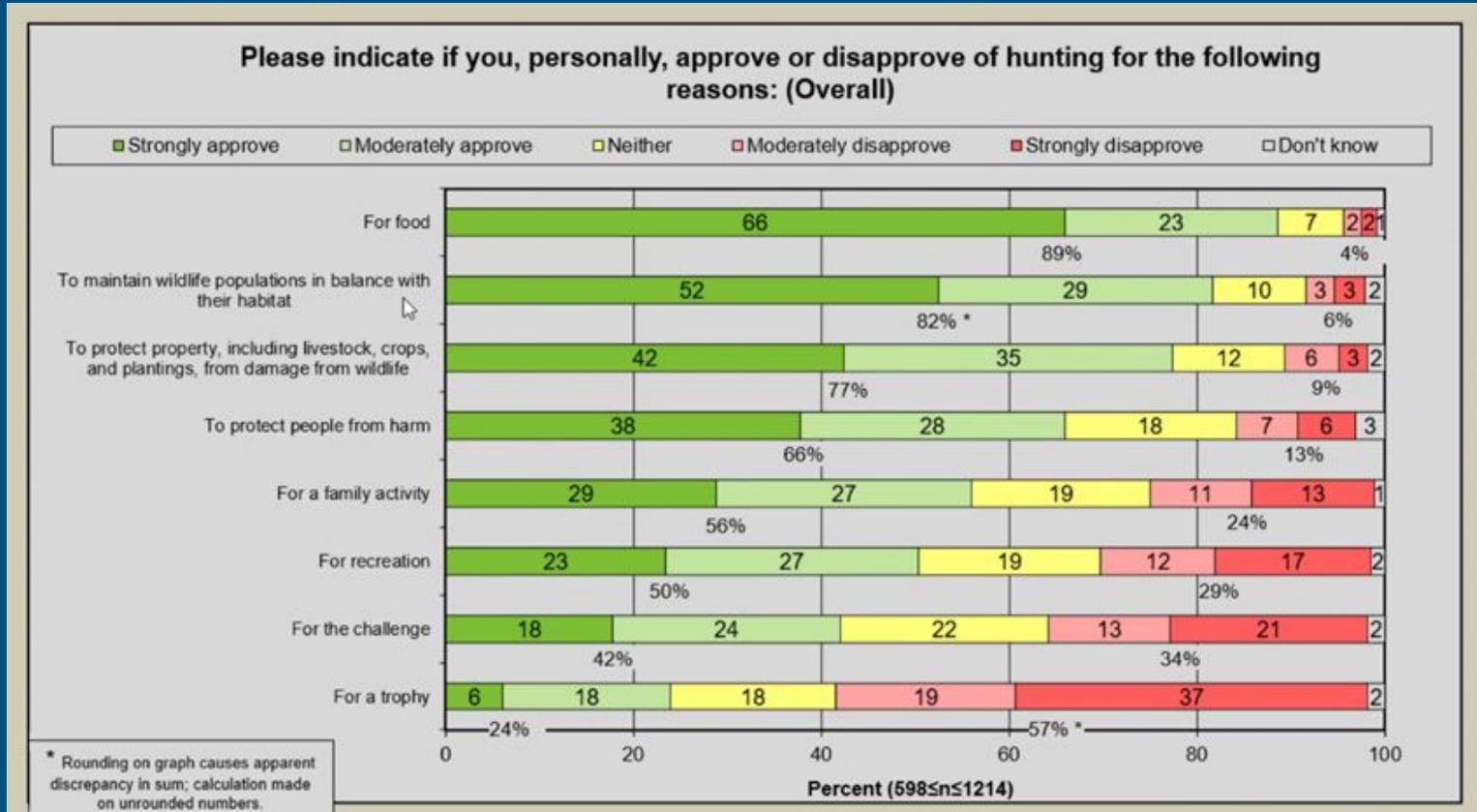
## Organized Hunts

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- Current state of hunting
  - Total amount of Hunters have decreased by 32% since 1995
    - With a 1.4% average annual decline
- Hunting for the future
  - Need to reintroduce hunting through outreach events
    - Educate and inform residents about hunting opportunities led by conservation organizations across the State of Michigan
    - Gun and archery training events
      - Increases and promotes comfotability, safety, and knowledge
    - Organized hunting programs
      - Highly regulated, controlled number of participants, and pre-identified locations of hunts
    - Friends and family hunting events
      - Creates memorable hunting experiences amongst friends and families to create lifelong traditions



# Social Survey on Deer Hunting



# Hunting

## Reasons to Hunt

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- Reasons
  - Organized hunting is more cost effective
  - 40-50% of people want to hunt, but only 10% currently hunt (annual parks and rec archery survey)
  - One of the reasons we have had a decline in hunter participation and deer harvest is access to land and restrictive local ordinances
  - There is need for a coordinated effort amongst State Wildlife Agencies and conservation organizations

# Culls - defining the process

- USDA or private company would determine where culls take place, set up areas, then perform
  - USDA has had recent success in Oakland County and East Lansing
- Typically in February or March of every year
  - Take place after hunting season
  - Performed after dark
- Recent Examples: Meridian Township, Jackson (private company, Aaron's Nuisance Animal Control), Oakland County Parks (USDA)
- Costs: Vary. Average cost of cull \$20,000 annually.



# USDA Cull - Step by Step Process

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1. Phase 1: City reaches out to USDA for recommendations and availability (June); City contacts MDNR for permitting process (by Nov 1); Initial Meeting Scheduled (Recommend: City Manager, Police Chief, Major Stakeholders)
2. Phase 2: CSA Development: Collaboration and data gathering, who, what, where, when, how; CSA Signed; Time period of removal efforts (ex: 3-4 efforts over 2-5-week span)
3. Phase 3: Work Initiation documents are signed; DNR Permit and Carcass Tags are approved and in possession; Processor for donation and foods banks has been identified, along with any testing requirements
4. Phase 4: Tentative Dates of Effort Selected; Implementation of actual control work; Evaluation of results

# Food Donations

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- Ohio Division of Wildlife 2017 study:
  - 62.51 lbs for an antlered deer, 45.05 lbs for an antlerless deer
  - Amounts depend on shot placement and butcher time/skill
- Pittsburgh: **92 deer** were donated to local food banks, which provided **3,680 pounds of venison** (40 pounds per deer) and **14,720 meals** (160 quarter-pound meals per deer) to residents
- Working with Hunters Feeding Michigan
- CARES - Todd Lipa



# Timeline for Action:

## Need for long term management planning and commitment

### Deer Density Studies

- Williams et al., 2013
  - Data from 4 deer management programs in New Jersey and Pennsylvania
  - Deer density decrease
  - Programs included culls and efforts to increase hunting participation
  - Points to benefits of management programs
- Van Buskirk et al., 2021
  - Statistical model on deer management
  - Most scenarios required 5 years before significant density decrease
  - Targeting antlerless deer is an essential factor
- Culls bring high density down quickly (Curtis, 2020)
- Long term commitment is needed

#### Sources:

Curtis, P. D. (2020). After Decades of Suburban Deer Research and Management in the Eastern United States: Where Do We Go From Here? *Human–Wildlife Interactions*, 14(1).

Van Buskirk, A. N., Rosenberry, C. S., Wallingford, B. D., Domoto, E. J., McDill, M. E., Drohan, P. J., & Diefenbach, D. R. (2021). Modeling how to achieve localized areas of reduced white-tailed deer density. *Ecological Modelling*, 442, 109393. <https://doi.org/10.1016/j.ecolmodel.2020.109393>

Williams, S. C., Denicola, A. J., Almendinger, T., & Maddock, J. (2013). Evaluation of organized hunting as a management technique for overabundant white-tailed deer in suburban landscapes. *Wildlife Society Bulletin*, 37(1), 137–145. <https://doi.org/10.1002/wsb.236>

**Table 1.** White-tailed deer (*Odocoileus virginianus*) harvest totals for the 4 study areas (Upper Makefield Township, Pennsylvania, USA from 2007 to 2010, Bernards Township, New Jersey, USA from 2000 to 2011, Princeton Township, New Jersey, USA from 2000 to 2011, and Duke Farms, New Jersey, USA from 2004 to 2011) by method of take. Densities are reported as number of deer per km<sup>2</sup>.

	Seasons	Archery	Gun	ND	S.S.	Initial den.	Final den.
Upper Makefield	3	828	61	314	188	≈35	≈18
Bernards Township	11	2,602	2,603	—	N/A	≈34 <sup>a</sup>	≈18
Princeton Township	11	1,077	N/A	—	1,986	≈43	≈17
Duke Farms	7	278	560	—	28	≈80	≈12
Totals	32	4,785	3,224	314	2,202		

ND, not differentiated between archery and shotgun; S.S., sharpshooting, N/A, not attempted.

a Initial density was determined after 1 year of limited coordinated hunting.

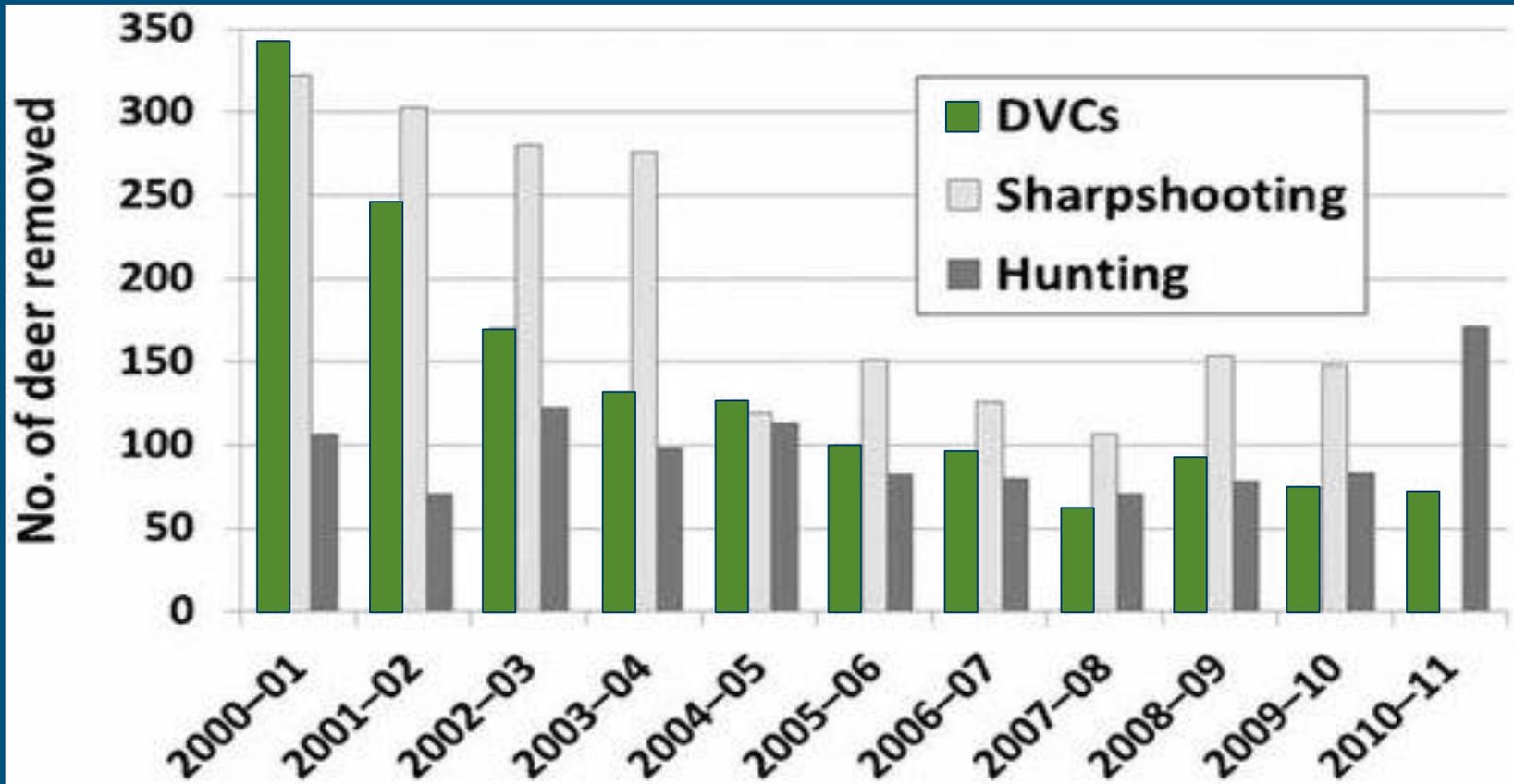
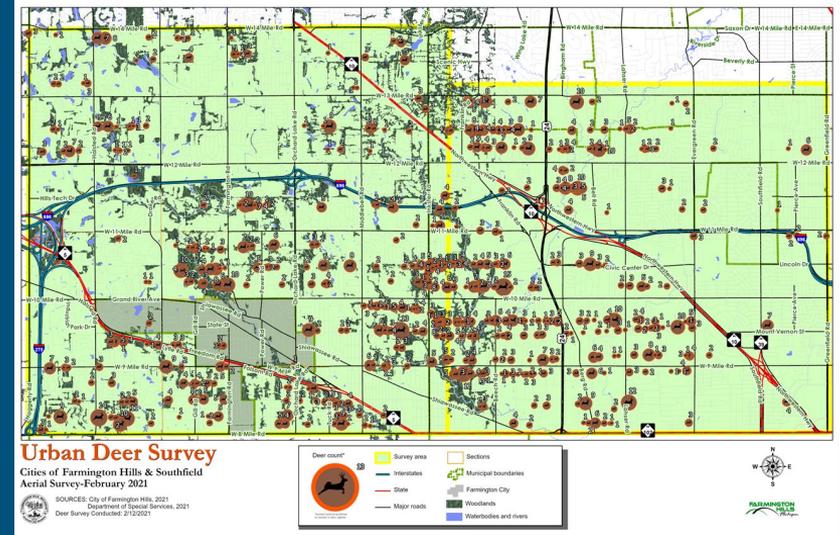


Figure 1 - Williams et al. 2013. Princeton Township: Deer density decreased from 34 deer/km<sup>2</sup> to 18 deer/km<sup>2</sup> during this period. This is the trend that Farmington Hills could replicate.

# Regional approach

- Southeast Michigan Urban Deer Coalition
- First Proposed Regional Cull - Farmington Hills and Southfield
- Future - expansion of Regional Cull with more communities



# Draft - Resolution

- Perform culls annually beginning 2026
- Highly regulated organized hunts beginning 2027
- Temporarily Suspend Firearm Ordinances during times of culls and regulated hunts
- Deer Management Report provided annually to Mayor/Council
- Deer Management ongoing with review to occur every 5 years as part of the Parks and Recreation Master Plan

CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, RESOLUTION NO. [XXXX]



**RESOLUTION OF THE CITY OF FARMINGTON HILLS CITY COUNCIL FOR DEER MANAGEMENT  
WITHIN THE CITY OF FARMINGTON HILLS**

**RESOLUTION NO. [XXXX]**

**WHEREAS**, the overpopulation of white-tailed deer in the State of Michigan, including the City of Farmington Hills, has led to increased public safety and public health concerns, such as increased deer-vehicle collisions, destruction of natural and residential landscapes, and potential exposure to diseases; and

**WHEREAS**, research conducted by the Michigan Department of Natural Resources (MDNR) supports appropriate management of deer populations to mitigate these negative impacts; and

**WHEREAS**, the Southeast Michigan Council of Governments conducted an independent study, which indicated that approximately 73% of Farmington Hills residents, 74% of Oakland County residents and 66% of all southeast Michigan residents have concerns related to deer overpopulation; and

**WHEREAS**, the City of Farmington Hills is an active member of the Southeast Michigan Urban Deer Coalition, a group of more than 25 communities and organizations in seven counties that is collaborating with the MDNR to implement effective deer management strategies in urban and suburban communities; and

**WHEREAS**, the MDNR, in its Michigan Deer Management Plan and Managing Deer Within Suburban Communities, has identified organized deer culls and highly regulated hunts as the safest and most effective methods to manage the deer population in urban environments; and

**WHEREAS**, the City intends to contract with qualified entities, such as the United States Department of Agriculture (USDA), to conduct comprehensive deer management programs, including organized deer culls, which are anticipated to take place on an annual basis during a designated timeframe, beginning in 2026; and

**WHEREAS**, the City of Farmington Hills also seeks to partner with the MDNR, relevant stakeholders, and communities of the Southeast Michigan Urban Deer Coalition to implement a highly regulated deer hunting program on an annual basis beginning in 2027; and

**WHEREAS**, the USDA reports that approximately one in seven Michigan households experienced food insecurity in 2023; and

**WHEREAS**, one deer will provide approximately 160 nutritious meals, venison harvested during culls will be donated to area food banks and venison harvested during highly regulated hunts will be kept by hunters or donated to food banks; and

**WHEREAS**, the deer management plan will be incorporated into the ecological plan section of the City's Parks and Recreation Master Plan to be reviewed every five years and submitted to the MDNR; and

**WHEREAS**, to facilitate these necessary deer management efforts, the City Council finds it appropriate to temporarily suspend enforcement of Ordinance No. 18-307, which prohibits the discharge of firearms within the City, strictly for the purpose of authorized deer culls and highly regulated hunts.

# Future Plans for U of M Capstone Project

- Develop a deer management and monitoring plan that can be used to assess impacts and progress in nature areas
- Understand and quantify the social perspectives and opinions of residents
- Assess the current state of deer herbivory and impacts throughout Southeast Michigan



# Questions?



**AGENDA**  
**CITY COUNCIL MEETING**  
**MARCH 24, 2025 – 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>

**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 7:30PM IN THE CITY COUNCIL CHAMBER**

**STUDY SESSION (5:30PM Community Room & 6:00PM City Council Chamber – See Separate Agenda)**

**REGULAR SESSION MEETING**

**CALL REGULAR SESSION MEETING TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

1. Approval of regular session meeting agenda

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

2. Presentation of the [Farmington Area Arts Commission 2024 Annual Report](#)

**CORRESPONDENCE**

**CONSENT AGENDA - (See Items No. 6-20)**

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 approval of submission of a Land and Water Conservation Fund Grant application for \$500,000 for the Heritage Park playground and parking accessibility improvements, and a Resolution to make available a local match through financial commitment and/or donation(s) of \$750,000. [CMR 3-25-35](#)

**NEW BUSINESS:**

4. Consideration of second amendment to Planned Unit Development (“PUD”) 1, 2015 - Draft Agreement - “Corewell Emergency Sign” – Replacement of Freestanding Sign at Grand River Avenue. [CMR 3-25-36](#)
5. Consideration of approval of the INTRODUCTION of an Ordinance to authorize the conveyance of city owned property, parcels 22-23-34-408-008 and 22-23-34-408-003, to Claudio Rodrigo Aguilera Quezada and Luisa Nayeli Cruz. [CMR 3-25-37](#)

**CONSENT AGENDA:**

6. Recommended approval of [Policy Regarding Sponsorship of Events, Naming Rights, and Advertising](#).
7. Recommended approval of a collective bargaining agreement with FAOM (Paid-on-Call Fire Fighters). [CMR 3-25-38](#)
8. Recommended acceptance of the Planning Commission 2024 Annual Report. [CMR 3-25-39](#)
9. Recommended approval of the agreement with the Michigan Department of Transportation (MDOT) for safety improvements funded by the 2025 Highway Safety Improvement Program. [CMR 3-25-40](#)
10. Recommended approval of award of contract for the North Industrial Drive Reconstruction Project to Asphalt Specialists, LLC in the amount of \$1,503,943.54. [CMR 3-25-41](#)
11. Recommended approval of award of contract for the Edgehill Avenue Local Road Reconstruction Project to Nagle Paving Company in the amount of \$584,920.81. [CMR 3-25-42](#)
12. Recommended approval of award of contract for the 2025 Local Road Asphalt Rehabilitation Project- Duke’s Forestbrook Hills & Pebblebrook Estates Subdivision to Nagle Paving Company in the amount of \$1,467,489.88. [CMR 3-25-43](#)
13. Recommended approval of award of contract for the 2025 Local Road Asphalt Rehabilitation Project- Oakwood Knolls Subdivision to F. Allied Construction Co., Inc. in the amount of \$474,085.15. [CMR 3-25-44](#)
14. Recommended approval of award of contract for the 2025 Local Road Asphalt Rehabilitation Project- Muer Estates Subdivision to F. Allied Construction Co., Inc in the amount of \$837,358.48. [CMR 3-25-45](#)
15. Recommended approval of adopting a resolution of public road acceptance for the Chasewood Villas Subdivision. [CMR 3-25-46](#)
16. Recommended approval of adopting a resolution of public road acceptance for Emerald Park Estates Subdivision. [CMR 3-25-47](#)
17. Recommended approval of award of Fire Department Consultant to Center for Public Safety Management, LLC in the amount of \$67,390.00. [CMR 3-25-48](#)

18. Recommended approval of award of contract for the Shady Ridge Drive Gravel Road Conversion to Hard Surface Project to F. Allied Construction Company in the amount of \$566,522.01. [CMR 3-25-49](#)
19. Recommended approval of City Council [study session meeting minutes](#) of March 3, 2025.
20. Recommended approval of City Council [regular session meeting minutes](#) of March 3, 2025.

#### **ADDITIONS TO AGENDA**

#### **PUBLIC COMMENTS**

Limited to three (3) minutes.

#### **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.**

## FARMINGTON AREA ARTS COMMISSION 2024 ANNUAL REPORT

The Farmington Area Arts Commission (FAAC) supports efforts to ensure that arts and cultural heritage are integral components of our daily lives. The FAAC is committed to arts promotion and advocacy and serves as a conduit between local government and the arts community. Established in 1976, the Commission consists of individuals appointed by the Farmington and Farmington Hills City Councils.



### 2024/25 FAAC Commissioners

Lesa Ferencz (FH), *Chair*  
Jeff Dutka (FH), *Vice Chair*  
Lindsay Janoch (FH), *Secretary*  
Claire Perko (F)  
Celeste McDermott (FH)  
Ted Hadfield (FH)  
Don Fritz (FH)  
Bree Schwartz (F Alternate)  
Craig Nowak (FH Alternate)  
*Not pictured:*  
Cheryl Blau (F)  
Sean Deason (FH)  
Nora Mason (FH)  
Cindy Carleton (FH)

### Liaisons

Councilmember Jackie Boleware, City of Farmington Hills  
Councilmember Johnna Balk, City of Farmington  
Rachel Timlin, Cultural Arts Supervisor/Liaison, City of Farmington Hills

### 2024 Arts Commission Meetings

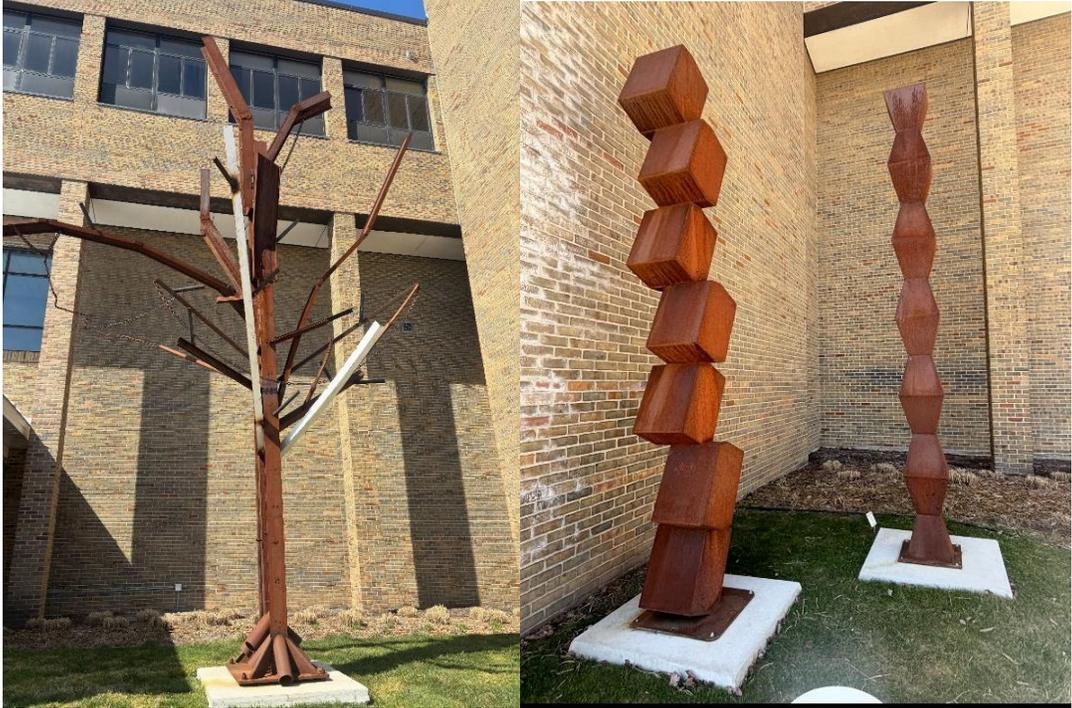
In 2024, the Arts Commission held eight (8) regular meetings, with one (1) canceled. No meetings were scheduled in July, August, or December.

### 2024 Arts Commission Goals, Objectives, and Initiatives

- *The Mary Brooks Art Collection (The preservation, documentation, and exhibition of a donation)* A collection of over 100 pieces by artist Mary Brooks was donated to The Hawk and has been properly packaged and stored by Commissioners. All pieces were photographed and documented with the goal of showcasing this work at The Hawk in a temporary exhibition or in digital format in the future.



- *The Hawk SCRAPTURE TREE*: The Arts Commission designed, built, and installed the 20 ft, 10-ton Scapture Tree outside the Theatre entrance at The Hawk. This tree was cultivated using salvaged materials from modernizing and renovating the Harrison High School building into The Hawk and featured the support of the Harrison Alumni Club. Tree adornment and two (2) exquisite benches were installed in 2024 with an official dedication ceremony planned for June 2025. Commissioner Hadfield (pictured below) also facilitated the loan of the two (2) Ken Thompson sculptures nearby, complimenting the Scapture Tree, and creating a small sculpture 'pocket park'.



- *City Hall Public Art Program, City of Farmington* – Over the 2023-2024 season, the Arts Commission guided the City of Farmington in the framework and launch of their new 2-year rotating City Call Public Art program. Commissioners assisted with the “Call for Art”, selection process, and installation. The program was officially celebrated with an open house at Farmington City Hall in early 2024.



Additional contributions:

- 2024 Art Awards – in collaboration with the Cultural Arts Division
- Promoting the Farmington/Farmington Hills art galleries/public art installations
- 25<sup>th</sup> Anniversary FH Cultural Arts Musical Composition (ongoing)
- Volunteering during Cultural Arts Division events at The Hawk and in the community
  - Concerts/plays/comedy
  - Art Festivals: Art on the Grand
  - Summer kickoff
  - Rock Around the Hawk

2025 Arts Commission Goals, Objectives, and Initiatives

- Continue to offer the combined experience of our group while we advocate for, safeguard and advance the arts in both cities.
- Help to create and support a public/private partnership in Farmington Hills for the establishment, selection, installation, and maintenance of art in public spaces.
- Compliment the design of the Hawk Community Center by bringing color and texture to the building and surrounding grounds.
- Recognize the individuals, groups and businesses who make outstanding contributions to the local arts scene through the annual Arts Awards.
- Support the work of the Cultural Arts Department through staffing, volunteering, and promotions.



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

**DATE: 02/10/2025**

**DEPT: Special Services**

**RE: CONSIDERATION OF APPROVAL OF A RESOLUTION FOR THE SUBMISSION OF A LAND AND WATER CONSERVATION FUND GRANT APPLICATION FOR HERITAGE PARK PLAYGROUND AND PARKING ACCESSIBILITY IMPROVEMENTS**

### ADMINISTRATIVE SUMMARY

- The Land and Water Conservation Fund (LWCF) in cooperation with the Michigan Department of Natural Resources (MDNR), offers the opportunity for communities to apply for grant funds to support park projects.
- Funds from LWCF grants are administered by the MDNR.
- The LWCF is currently accepting applications for projects. Grant applications must be received by April 1, 2025, for consideration.
- The LWCF requires a 50-50 cost-share match for eligible projects.
- The City of Farmington Hills Department of Special Services is working under contract with Spalding DeDecker to submit for the maximum LWCF grant amount of \$500,000.
- A submission will also be made for a Recreation Passport Grant in the maximum amount of \$150,000. This grant application does not require City Council approval but was included in this CMR for City Council awareness.
- City Council previously approved CIP Funding from the City's Parks Millage in the amount of \$750,000 to be used toward the Heritage Park Playground Project, therefore the appropriate match is available within the approved city budget.
- The improvement and construction of the playground area will provide parkgoers with new and updated equipment within the playground that will feature enhanced accessible features for youth of all abilities, ages 2-5, and 6-12.
- The project will include a new parking area to resolve the need for additional parking within the park. This includes a paved area and trails that provide better access for people with disabilities, strollers, wheelchairs and other mobility issues.

### RECOMMENDATION

"IT IS RESOLVED that the City Council of Farmington Hills hereby authorizes submission of a Land and Water Conservation Fund application for \$500,000 and further resolves to make available a local match through financial commitment and/or donation(s) of \$750,000 of a total \$1,250,000 project cost, during the 2025-2026 fiscal year."

Prepared by:

Bryan Farmer, Deputy Director of Special Services

Reviewed by:

Ellen Schnackel, Director of Special Services

Claire Perko, Landscape Architect, Spaulding DeDecker

Executive Approval by:

Gary Mekjian, City Manager

**RESOLUTION OF THE CITY OF FARMINGTON HILLS CITY COUNCIL FOR LAND AND WATER  
CONSERVATION FUND LOCAL UNIT OF GOVERNMENT MATCH WITH DONATED FUNDS**

**RESOLUTION NO. [XXXX]**

**WHEREAS**, the City of Farmington Hills supports the submission of an application titled, “Heritage Park Playground Improvements and Accessibility ” to the Land and Water Conservation Fund for development of new surfacing, playground equipment, trails and parking accessibility in Farmington Hills Heritage Park; and,

**WHEREAS**, the proposed application is supported by the Community’s 5-Year Approved Parks and Recreation Master Plan; and,

**WHEREAS**, is hereby making a financial commitment to the project in the amount of \$750,000 matching funds, in cash and/or force account; and,

**WHEREAS**, if the grant is awarded the applicant commits its local match and donated amounts from the following sources: Farmington Hills Parks Millage \$750,000

**NOW THEREFORE, BE IT RESOLVED** that hereby authorizes submission of a Land and Water Conservation Fund application for \$500,000, and further resolves to make available a local match through financial commitment and donation(s) of \$750,000 of a total \$1,250,000 project cost, during the 2025-2026 fiscal year.

**CERTIFICATION**

I, Carly Lindahl, City Clerk for the City of Farmington Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Farmington Hills City Council at a regular meeting held on March 24, 2025.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the City of Farmington Hills, Michigan, on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

## **Heritage Park Playground and Splash Pad**

Farmington Hills, MI

3/17/2024

6:30-7:30pm

The Hawk Farmington Hills Community Center  
29995 W. 12 Mile Rd.  
Farmington Hills, MI 48334  
Activity Room A/B

### Introduction to the Team

- Ellen Schnackel, City of Farmington Hills Director of Special Services
- Bryan Farmer, City of Farmington Hills Deputy Director Special Services
- Claire Perko, Landscape Architect, Spalding DeDecker

### Introduction to the Grant Funding

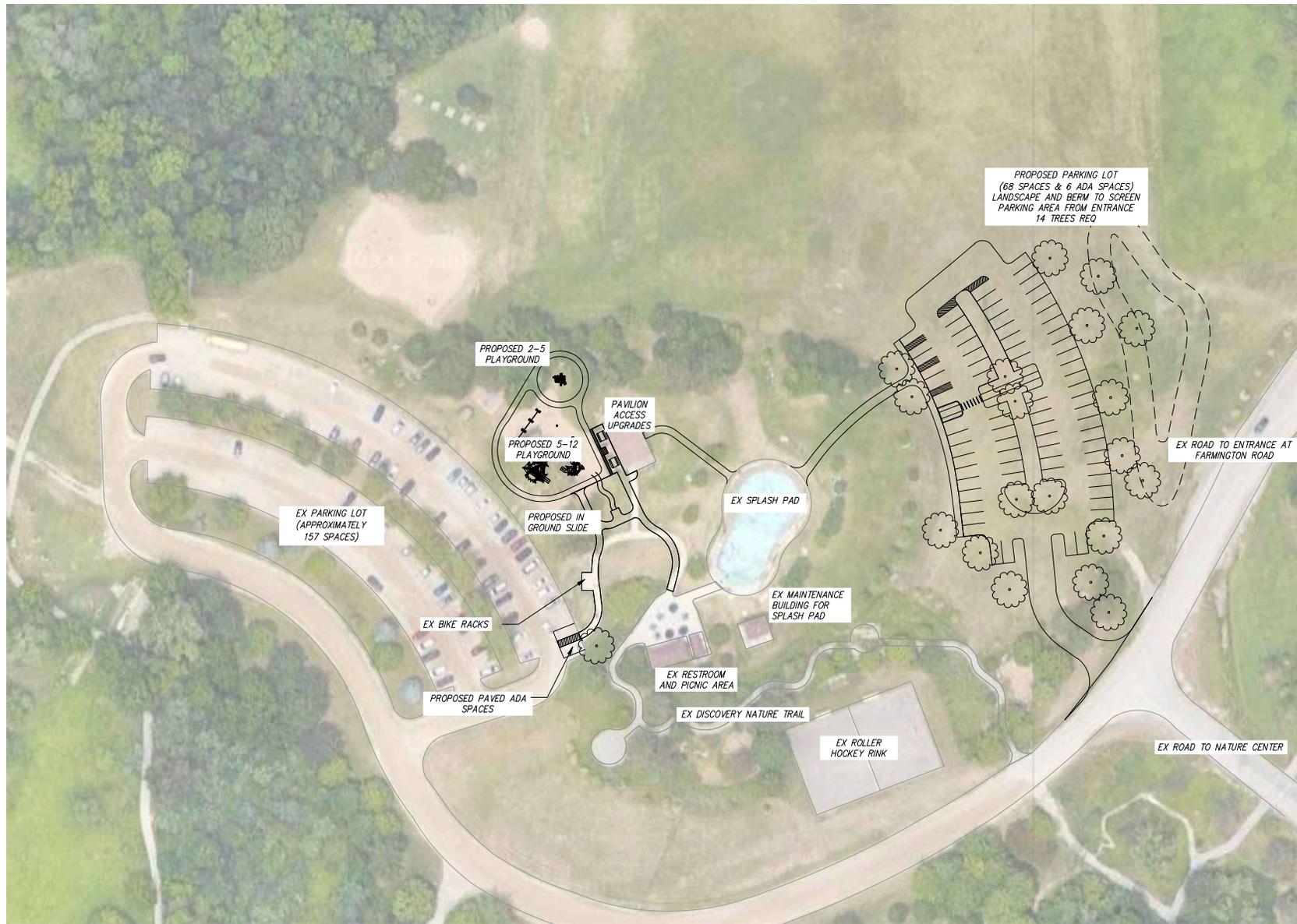
- Land and Water Conservation Fund Grant
- Recreation Passport Grant

### Presentation on Proposed Plans

- Current Playground/Splashpad/Restroom/Pathway Conditions
- Ideas for Future Development Layout
- Phasing
- Feedback

### Discussion & Questions

Printed: Mar 14, 2025, 12:38 PM by user: 1182 -- Saved: 3/14/2025 by user: 1182  
 L:\UD\_Projects\UD24028 - FH Heritage Park 2025 Gantt Application\DWG\UD24028SP1\_gantt.dwg



PROPOSED PARKING LOT  
 (68 SPACES & 6 ADA SPACES)  
 LANDSCAPE AND BERM TO SCREEN  
 PARKING AREA FROM ENTRANCE  
 14 TREES REQ

PROPOSED 2-5  
 PLAYGROUND

PROPOSED 5-12  
 PLAYGROUND

PAVILION  
 ACCESS  
 UPGRADES

PROPOSED IN-  
 GROUND SLIDE

EX PARKING LOT  
 (APPROXIMATELY  
 157 SPACES)

EX BIKE RACKS

PROPOSED PAVED ADA  
 SPACES

EX SPLASH PAD

EX MAINTENANCE  
 BUILDING FOR  
 SPLASH PAD

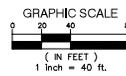
EX RESTROOM  
 AND PICNIC AREA

EX DISCOVERY NATURE TRAIL

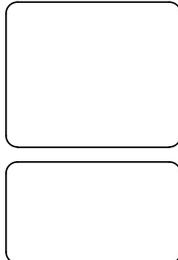
EX ROLLER  
 HOCKEY RINK

EX ROAD TO ENTRANCE AT  
 FARMINGTON ROAD

EX ROAD TO NATURE CENTER



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 DeDECKER**  
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**811**  
 Know what's below.  
 Call before you dig.  
 PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF  
 EXISTING UTILITIES IN COMPLETELY NEW PROPOSED  
 IMPROVEMENTS SHALL BE VERIFIED. THE FIELD CALL HAS  
 BEEN MADE BY THE CONTRACTOR.  
 UTILITY NOTE  
 UTILITY INFORMATION ON THIS DRAWING MAY BE FROM  
 INFORMATION RECEIVED TO THE BEST OF THE SURVEYOR'S  
 UTILITY COMPANIES, GEOLOGICAL RECORDS AND OTHER  
 SOURCES. SURVEYOR HAS CONDUCTED VISUAL AND/OR  
 PRIVATE PROPERTY AND SHOULD NOT BE HELD RESPONSIBLE FOR  
 ANY DAMAGE TO UTILITIES OR OTHER PROPERTY. THE LOCATION OF  
 UTILITIES SHOWN ON THIS DRAWING IS BASED ON THE DATA  
 PROVIDED TO THE SURVEYOR AND IS NOT GUARANTEED. THE  
 SURVEYOR HAS MADE REASONABLE ATTEMPTS TO VERIFY THE  
 LOCATION OF UTILITIES SHOWN ON THIS DRAWING. NO GUARANTEE IS  
 GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.  
 CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTHS OF ALL  
 UTILITIES AND THE SUBJECT MATTER CONTAINED  
 THEREON BY PROBEWAY AND IS NOT TO BE USED OR  
 REPRODUCED WITHOUT THE WRITTEN PERMISSION OF SPALDING  
 DeDECKER ASSOCIATES, INC.

CONCEPT PLAN

SECTION	TOWN	RANGE
NO.	DATE	REVISION

SCALE: 1" = 40'

DATE:	3/14/2025
DRAWN BY:	DAVID GONZALEZ
CHECKED BY:	DAVID GONZALEZ
PROJECT NUMBER:	UD24028SPL
SHEET:	C1.0

## UD24026 | Heritage Park Public Meeting

Date & Time: March 17<sup>th</sup>, 2025 6:30-7:30

Topic: Plan for DNR Grant Applications (LCWF & Recreation Passport)

Attendees: Jeremy Damonkos, Randy Bruce, Jon Aldred, Jon Manier, Joshua Taylor, Ellen Schnackel, Amy Greifenberg, Kathleen Farmer, and Dave Farmer

---

Meeting Objective: To Inform the Public about the DNR Grant Applications

1. Meeting Topic 1: Introduction to Grant Applications
  - a. LCWF/Passport Grant overall process was discussed with the public
2. Meeting Topic 2: Preliminary Overall Layout – Input on Plan
  - a. Public input to project was in support of the project. Suggestions for fencing, additional accessible parking, inclusive signage, additional seating, and barrier free design. Support for Phased implementation.
  - b. Beechview, Rotary Park, Bicentennial, and Scarlett’s Playground were given as examples of what they would like to see in Heritage Park
  - c. Comments from email/social media:
    - i. People would like to enclose the playground to keep kids from running out of the area.
    - ii. Additional Seating
    - iii. Small Shelters for Rent
3. Next Steps:
  - a. Approval of Resolution by City Council
  - b. Apply for Grant – If Awarded, Move forward with developing plan



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

**DATE:** March 24, 2025

**DEPT:** Planning and Community Development

**RE:** Second Amendment to Planned Unit Development ("PUD") 1, 2015 - Draft Amended Agreement - "Corewell Emergency Sign" - Replacement of Freestanding Sign at Grand River Avenue

### **ADMINISTRATIVE SUMMARY:**

Please find attached the draft second amendment to the agreement for PUD 1, 2025. The purpose of the draft amended agreement is to permit the replacement of an existing ten (10)-foot-eight (8)-inch-tall, seven (7)-foot-wide freestanding sign located at the boulevard entrance to the Corewell campus from Grand River Avenue with a new twelve (12)-foot-tall, six (6)-foot-wide freestanding sign in the same location.

The Planning Commission recommended approval (5-0) of the PUD plan associated with the draft Agreement to City Council following a public hearing on November 21, 2024. City Council approved (7-0) the PUD plan associated with the draft Agreement following a public hearing on January 13, 2025, which just leaves the text of the draft amended agreement and associated exhibits reflecting the Council approved plan to be approved by Council.

The draft Agreement has been reviewed by the City Attorney's Office and Planning and Community Development Department, and it appears to be in a form suitable for Council consideration. Staff and the City Attorney will be present to address any questions.

### **RECOMMENDATION:**

Resolve to approve the draft second amendment to the agreement for PUD 1, 2015.

### **ATTACHMENTS:**

- Draft second amendment to PUD 1, 2015, agreement and exhibits
- November 21, 2024, Planning Commission meeting minutes
- January 13, 2025, City Council meeting minutes

Prepared by:	Erik Perdonik, AICP, City Planner
Department Approval:	Charmaine Kettler-Schmult, Director of Planning and Community Development
Executive Approval:	Gary Mekjian, P.E., City Manager

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

**SECOND AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT  
BOTSFORD DEVELOPMENT**

**THIS SECOND AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT** (the "**Second Amendment to PUD Agreement**"), dated \_\_\_\_\_, 2025, is made and entered into by and between the **CITY OF FARMINGTON HILLS**, a Michigan municipal corporation, having the address of 31555 West Eleven Mile Road, Farmington Hills, Michigan 48336, hereinafter called the "City", and **BOTSFORD GENERAL HOSPITAL** ("**Proprietor**"), a Michigan non-profit corporation, whose address is 28050 Grand River Avenue, Farmington Hills, Michigan 48336.

**RECITALS:**

A. The Proprietor is the fee owner of the Property described in the attached Exhibit "A" (the "**Property**").

B. In 2015, the Proprietor submitted an application to the City seeking approval of a Planned Unit Development (PUD) for a proposed expansion of the existing hospital and support facilities on the Property.

C. On September 28, 2015, the City Council considered and approved Proprietor's Planned Unit Development Plan, being PUD Plan 1-2015, dated and stamped September 10, 2015, by the City, and the landscape plan and the other plans, signage, elevations, and surveys (the "**PUD Plan**") subject to certain conditions, including (without limitation) the approval, execution and recording of a PUD agreement setting forth the conditions upon which such approval is based.

D. On November 9, 2015, the City Council approved and thereafter the Proprietor and City entered into that certain "Planned Unit Development Agreement Botsford Development," dated November 10, 2015, which is recorded with the Oakland County Register of Deeds at Liber 48907, Pages 013 - 059 ("**PUD Agreement**"), and which has the originally approved PUD Plans attached to it as an exhibit.

E. In 2018, Proprietor submitted a request to amend the PUD Plan for purposes of adjusting the site and landscaping plans for purposes of demolishing the existing

apartment building in the northeast corner of the Property and constructing an additional parking area in said area.

F. On August 27, 2018, the City Council considered and approved Proprietor's proposed amendment to the Planned Unit Development Plan, being "PUD Plan 1-2015, Amended," dated and stamped July 31, 2018 by the City, that included the site plans, landscape plan and the other plans, elevations, and surveys (the "**First Amendment**"), subject to the approval, execution and recording of an amendment to the PUD Agreement.

G. On November 12, 2018, the City Council considered and approved the First Amendment to Planned Unit Development Agreement, dated November 12, 2018, and recorded on January 7, 2019 in Liber 52486, Page 667, Oakland County Records (the "**First Amendment to PUD Agreement**"), relating to the First Amendment.

H. Proprietor requested a second amendment to PUD Plan 1-2015 pertaining to signage, and on January 13, 2025, the City Council considered and approved a second amendment to the PUD Plan 1-2015, dated September 19, 2024 ("**Second Amendment**"), subject to certain conditions, including the approval, execution and recording of a Second Amendment to the PUD Agreement.

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

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

1. PUD Plan 1-2015, as amended by the First Amendment, includes Sheet A1-06 "Proposed Site Signage Locations & Sizes". Sheet A1-06 "Proposed Site Signage Locations & Sizes" shall be amended as follows:

The existing 10' 8" tall, 7' wide freestanding sign located at the boulevard entrance to the Property from Grand River Avenue and identified on Sheet A1-06 as 1, shall be removed and replaced by a new 12' tall, 6' wide freestanding sign in the same location. The specifications of the new signage is attached hereto as **Exhibit B**.

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

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

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

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

**PROPRIETOR:**

BOTSFORD GENERAL HOSPITAL, a Michigan non-profit corporation

By : \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN        )  
  )ss.  
COUNTY OF OAKLAND     )

On this \_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Botsford General Hospital, a Michigan non-profit corporation, who acknowledged that he/she signed this agreement on behalf of said corporation

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

**CITY:**

CITY OF FARMINGTON HILLS,  
a Michigan municipal corporation

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

Attested By: \_\_\_\_\_  
Carly Lindahl, City Clerk

STATE OF MICHIGAN        )  
  )ss.  
COUNTY OF OAKLAND     )

On this \_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Gary Mekjian, the City Manager of the City of Farmington Hills, who acknowledged that he signed this Agreement on behalf of said City.

\_\_\_\_\_

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

Exhibits

A - Property Legal Description

B – Signage Specifications

Drafted By:

Steven P. Joppich, Esq.

Rosati Schultz Joppich Amtsbuechler, PC

27555 Executive Drive, Suite 250

Farmington Hills, MI 48331-3550

When Recorded, Return To:

City Clerk

City of Farmington Hills

31555 West Eleven Mile Road

Farmington Hills, MI 48336-1165

and

Heidi Hohendorf, Esq.

Corwell Health

100 Corewell Drive, NW, MC-6481

Grand Rapids, MI 49503-3317

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

[attach copy of legal description attached to 2015 PUD Agreement]

## EXHIBIT "A"

### PROPERTY LEGAL DESCRIPTION

#### Legal Description - OVERALL PUD AREA

A parcel located in the SE 1/4 of Section 36, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan. Said parcel containing, but not limited to, Lots 2 through 10, inclusive and Lots 19 through 27, inclusive, part of Lot 1, Lot 11, Lot 18 and Lot 28 and vacated Verdun Street (25 feet wide) adjacent to Lots 1 through 10, inclusive of Altered Plat of Grand River Farms, a Subdivision of part of the Southeast 1/4 of Section 36, Town 1 North, Range 9 East, Farmington Township (now City of Farmington Hills), Oakland County, Michigan, as recorded in Liber 34, Page 32 of Plats, Oakland County Records. Said parcel also containing, Lots 569 through 583, inclusive and Lots 648 through 662, inclusive of Plats and part of vacated Colwell Avenue (60 feet wide) of "Grand River Crest No.2" a Subdivision of a part of the East 1/2 of Section 36, Town 1 North, Range 9 East, Farmington Township, (now City of Farmington Hills), Oakland County, Michigan as recorded in Liber 30, Page 2 of Plats, Oakland County Records. Also containing part of Lot 14 and part of Waldo Place (25 feet wide) of William Shaw Subdivision, of part of West 1/2 of West 1/2 of Section 36, Town 1 North, Range 9 East, Farmington Township (now City of Farmington Hills, as recorded in Liber 21, page 32 of Plats, Oakland County Records said parcel being more particularly described as;

Commencing at the Center of said Section 36. Said Center of Section lying  $N02^{\circ}50'30''E$ , 2644.95 feet from the South 1/4 of said Section 36 and  $S87^{\circ}37'58''W$ , 2640.52 feet from the East 1/4 of said Section 36; thence  $N87^{\circ}37'58''E$ , 423.57 feet along the East-West 1/4 line of said Section 36 to East line of Oxford Ave(50 ft wide) extended; thence along said East line of Oxford Ave (50 ft wide),  $S02^{\circ}59'09''E$ , 387.34 feet to the Point of Beginning;

thence  $N87^{\circ}34'45''E$ , 866.03 feet to the West line of Colwell Ave (60 ft wide);

thence along said West line of Colwell Ave (60 ft wide)  $S02^{\circ}46'53''E$ , 311.41 to the North line of Sedalia Ave, extended;

thence continuing along said South line of Sedalia Ave (50 ft wide),  $N87^{\circ}29'22''E$ , 329.00 feet to the West line of Francis Ave (60 ft wide);

thence along said West line of Francis Ave (60 ft wide),  $S02^{\circ}46'53''E$ , 610.00 feet to the North line of Emmett Ave (50 ft wide);

thence along said North line of Emmett Ave (50 ft wide),  $S87^{\circ}29'22''W$ , 329.00 feet to the West line of said Colwell Ave (60 ft wide);

thence along said West line of Colwell Ave. (60 ft wide),  $S02^{\circ}46'53''E$ , 25.00 feet;

thence  $S87^{\circ}35'34''W$ , 559.36 feet;

thence  $S00^{\circ}16'56''E$ , 340.11 feet;

thence 63.55 feet along the arc of a curve to the right, said curve has a radius of 130.05 feet, a central angle of  $27^{\circ}59'56''$ , and a chord which bears  $S13^{\circ}45'30''W$ , 62.92 feet;

thence  $S27^{\circ}45'50''W$ , 280.18 feet to the North Right of Way of Grand River Ave (204 ft wide);

thence along said Northerly Right of Way of Grand River Ave (204 ft wide),  $N62^{\circ}18'17''W$ , 200.68 feet to the East line of Oxford Ave;

thence the following four (4) courses along said East line of Oxford Ave, (1)  $N14^{\circ}19'21''E$ , 35.87 feet;

thence (2) N05°07'31"E, 177.00 feet;

thence (3) N00°27'53"W, 251.74 feet;

thence (4) N02°59'09"W, 1026.67 feet to the Point of Beginning, containing 23.046 acres. Together with a Reciprocal Easement recorded in L.40429, P.605 OCR, and other easements of record. 23-56-404-003-SEY4  
23-36-404-010-SEY4 & PT All Plat of Grand River Farms 23-36-403-003-PT LOTS 1-28, ALT Plat. Gr. River Farms  
-011-SEY4 -004-PT LOTS 11 William Shaw Sub

Legal Description, Botsford General Hospital Parcels "A," "B" and "C" 23-36-430-013-Grand River Crest No. 2  
lots 569-583, w/8-1662

Parcel "A"

A parcel located in the SE 1/4 of Section 36, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan. Said parcel containing, but not limited to, Lots 2 through 10, inclusive and Lots 19 through 27, inclusive, part of Lot 1, Lot 11, Lot 18 and Lot 28 and vacated Verdun Street (25 feet wide) adjacent to Lots 1 through 10, inclusive of Altered Plat of Grand River Farms, a Subdivision of part of the Southeast 1/4 of Section 36, Town 1 North, Range 9 East, Farmington Township (now City of Farmington Hills), Oakland County, Michigan, as recorded in Liber 34, Page 32 of Plats, Oakland County Records, said parcel being more particularly described as;

Commencing at the Center of said Section 36. Said Center of Section lying N02°50'30"E, 2644.95 feet from the South 1/4 of said Section 36 and S87°37'58"W, 2640.52 feet from the East 1/4 of said Section 36; thence N87°37'58"E, 423.57 feet along the East-West 1/4 line of said Section 36 to East line of Oxford Ave (50 ft wide) extended; thence along said East line of Oxford Ave (50 ft wide), S02°59'09"E, 387.34 feet to the Point of Beginning;

thence N87°34'45"E, 616.63 feet;

thence along a line parallel to Colwell Ave (60 ft wide) S02°46'53"E, 921.81 to the North line of Emmett Ave, extended;

thence along said North Line of Emmett Ave (50 ft wide) extended, N87°29'22"E, 249.40 feet to the West line of Colwell Ave (60 ft wide);

thence along said West line of Colwell Ave. (60 ft wide), S02°46'53"E, 25.00 feet;

thence S87°35'34"W, 559.36 feet to the East line of Oxford Ave (50 ft wide);

thence S00°16'56"E, 340.11 feet;

thence 63.55 feet along the arc of a curve to the right, said curve has a radius of 130.05 feet, a central angle of 27°59'56", and a chord which bears S13°45'30"W, 62.92 feet;

thence S27°45'50"W, 280.18 feet to the North Right of Way of Grand River Ave (204 ft wide);

thence along said North Right of Way, N62°14'08"W, 30.00 feet;

thence N27°45'50"E, 280.18 feet;

thence 48.87 feet along the arc of a curve to the left, said curve has a radius of 100.00 feet, a central angle of 27°59'56", and a chord which bears N13°45'49"E, 48.38 feet;

thence N00°16'56"W, 338.99 feet;

thence S87°35'34"W, 273.27 feet to the East line of Oxford Ave (50 ft wide);

thence along said East line of Oxford Ave (50 ft wide), N02°59'09"W, 946.24 feet to the Point of Beginning, containing

13.996 acres. Together with a Reciprocal Easement recorded in L.40429, P.605 OCR, and other easements of record.

Line calls:

23-36-404-010

L1) S00°16'56"E(M), 340.11 feet(M), S02°27'06"E(R), 340.33 feet (R)

L2) S27°45'50"W(M), 280.18 feet(M), S30°27'06"W(R), 280.19 feet (R)

L3) N62°14'08"W(M), 30.00 feet (R&M), N59°32'54"W(R)

L4) N27°45'50"E(M), 280.18 feet (M), N30°27'06"E(R), 280.19 feet (R)

L5) N00°16'56"W(M), 338.99 feet (M), N02°27'06"E(R), 339.21 feet (R)

Parcel "B"

A parcel located in the SE 1/4 of Section 36, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan. Said parcel being more particularly described as;

Commencing at the Center of said Section 36. Said Center of Section lying N02°50'30"E, 2644.95 feet from the South 1/4 of said Section 36 and S87°37'58"W, 2640.52 feet from the East 1/4 of said Section 36; thence N87°37'58"E, 423.57 feet along the East-West 1/4 line of said Section 36 to East line of Oxford Ave(50 ft wide) extended; thence along said East line of Oxford Ave (50 ft wide), S02°59'09"E, 387.34 feet; thence N87°34'45"E, 616.63 feet to the Point of Beginning;

thence continuing, N87°34'45"E, 249.40 feet to the West line of Colwell Ave (60 ft wide);

thence along said West line of Colwell Ave (60 ft wide) S02°46'53"E, 261.41 feet to the North line of Sedalia Ave, extended;

thence along said North Line of Sedalia Ave (50 ft wide) extended, S87°29'22"W, 249.40 feet;

thence parallel the West line of Colwell Ave, N02°46'53"W, 261.81 feet to the Point of Beginning, containing 1.499 acres. Together with a Reciprocal Easement recorded in L.40429, P.605 OCR, and other easements of record.

23-36-404-011

Parcel "C"

A parcel located in the SE 1/4 of Section 36, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan. Said parcel containing, Lots 569 through 583, inclusive and Lots 648 through 662, inclusive of Plats and part of vacated Colwell Avenue (60 feet wide) of "Grand River Crest No.2" a Subdivision of a part of the East 1/2 of Section 36, Town 1 North, Range 9 East, Farmington Township, (now City of Farmington Hills), Oakland County, Michigan as recorded in Liber 30, Page 2 of Plats, Oakland County Records, said parcel being more particularly described as;

Commencing at the Center of said Section 36. Said Center of Section lying N02°50'30"E, 2644.95 feet from the South 1/4 of said Section 36 and S87°37'58"W, 2640.52 feet from the East 1/4 of said Section 36; thence N87°37'58"E, 423.57 feet along the East-West 1/4 line of said Section 36 to East line of Oxford Ave(50 ft wide) extended; thence along said East line of Oxford Ave (50 ft wide), S02°59'09"E, 387.34 feet ; thence N87°34'45"E, 866.03 feet to the West line of Colwell Ave (60 ft wide); thence along said West line of Colwell Ave (60 ft wide) S02°46'53"E, 311.41 to the South line of Sedalia Ave (50 ft

wide), extended; thence along said South line of Sedalia Ave (50 ft wide), N87°29'22"E, 30.00 feet to the Centerline of Colwell Ave (60 ft wide) and the Point of Beginning;

thence continuing along said South line of Sedalia Ave (50 ft wide), N87°29'22"E, 299.00 feet to the West line of Francis Ave (60 ft wide);

thence along said West line of Francis Ave (60 ft wide), S02°46'53"E, 610.00 feet to the North line of Emmett Ave (50 ft wide);

thence along said North line of Emmett Ave (50 ft wide), S87°29'22"W, 299.00 feet to the Centerline of said Colwell Ave (60 ft wide);

thence along said Centerline of Colwell Ave, N02°46'53"W, 610.00 feet to the Point of Beginning, containing 4.187 acre. Together with a Reciprocal Easement recorded in L.40429, P.605 OCR, and other easements of record.

23-36-430-013

Legal Description, Botsford Hospital Parcel "D"

A parcel located in the SE 1/4 of Section 36, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan. Said parcel containing part of, but not limited to, vacated Colwell Avenue (60 feet wide) of "Grand River Crest No.2" a Subdivision of a part of the East 1/2 of Section 36, Town 1 North, Range 9 East, Farmington Township, (now City of Farmington Hills), Oakland County, Michigan as recorded in Liber 30, Page 2 of Plats, Oakland County Records, said parcel being more particularly described as;

Commencing at the Center of said Section 36. Said Center of Section lying N02°50'30"E, 2644.95 feet from the South 1/4 of said Section 36 and S87°37'58"W, 2640.52 feet from the East 1/4 of said Section 36; thence N87°37'58"E, 423.57 feet along the East-West 1/4 line of said Section 36 to East line of Oxford Ave(50 ft wide) extended; thence along said East line of Oxford Ave (50 ft wide), S02°59'09"E, 387.34 feet; thence N87°34'45"E, 866.03 feet to the West line of Colwell Ave (60 ft wide); thence along said West line of Colwell Ave (60 ft wide) S02°46'53"E, 261.41 to the North line of Sedalia Ave extended and the Point of Beginning;

thence continuing along said West line of Colwell Ave (60 ft wide) S02°46'53"E, 50.00 feet to the North line of Sedalia Ave;

thence along said North Line of Sedalia Ave (50 ft wide), N87°29'22"E, 30.00 feet to the Centerline of said Colwell Ave (60 ft wide);

thence along said Centerline of Colwell (60 ft wide), S02°46'53"E, 610.00 feet to the North line of Emmett Ave (50 ft wide);

thence along said North line of Emmett Ave (50 ft wide), and its extension, S87°29'22"W, 279.40 feet;

thence parallel the West line of Colwell Ave, N02°46'53"W, 660.00 feet to the extension of the North line of Emmett Ave (50 ft wide);

thence along said North line of Emmett Ave (50 ft wide), N87°29'22"E, 249.40 feet to the Point of Beginning, containing 4.199 acres. Together with a Reciprocal Easement recorded in L.40429, P.605 OCR, and other easements of record.

23-36-404-003

Legal Description, former Botsford Equities Parcel "E"

A parcel located in the SE 1/4 of Section 36, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan. Said parcel containing, but not limited to part of Lot 1, Lot 28 and vacated Verdun Street (25 feet wide) of Altered

Plat of Grand River Farms, a Subdivision of part of the Southeast 1/4 of Section 36, Town 1 North, Range 9 East, Farmington Township (now City of Farmington Hills), Oakland County, Michigan, as recorded in Liber 34, Page 32 of Plats, Oakland County Records. Also part of Lot 14 and part of Waldo Place (25 feet wide) of William Shaw Subdivision, a part of the West 1/2 of West 1/2 of Section 36, Town 1 North, Range 9 East, Farmington Township (now City of Farmington Hills, as recorded in Liber 21, page 32 of Plats, Oakland County Records said parcel being more particularly described as;

Commencing at the Center of said Section 36. Said Center of Section lying N02°50'30"E, 2644.95 feet from the South 1/4 of said Section 36 and S87°37'58"W, 2640.52 feet from the East 1/4 of said Section 36; thence N87°37'58"E, 423.57 feet along the East-West 1/4 line of said Section 36 to the East line of Oxford Ave(50 ft wide) extended; thence along said East line of Oxford Ave (50 ft wide), S02°59'09"E, 1333.58 feet to the Point of Beginning;

thence N87°35'34"E, 273.27 feet;

thence S00°16'56"E, 338.99 feet;

thence 48.87 feet along the arc of a curve to the right, said curve has a radius of 100.00 feet, a central angle of 27°59'56", and a chord which bears S13°45'49"W, 48.38 feet;

thence S27°45'50"W, 71.45 feet;

thence N62°14'10"W, 128.25 feet;

thence N15°12'56"W, 79.34 feet;

thence N00°27'06"W, 130.00 feet;

thence N16°49'34"E, 85.00 feet;

thence S87°35'34"W, 114.97 feet to the East line of Oxford Ave;

thence along said Oxford Ave the following two (2) courses, (1) N00°27'53"W, 14.58 feet;

thence (2) N02°59'09"W, 80.43 feet to the Point of Beginning, containing 1.840 acres. Together with a Reciprocal Easement recorded in L.40429, P.605 OCR, and other easements of record.

23-20-403-003

Line calls:

L1) N62°14'10"W(M) 128.25 feet(M), N59°32'54"W(R) 128.39 feet(R)

L2) N15°12'56"W(M) 79.34 feet(R&M), N12°31'40"W(R)

L3) N00°27'06"W(M) 130.00 feet(R&M), N02°14'10"W(R)

L4) N16°49'34"E(M) 85.00 feet(R&M), N19°30'50"E(R)

L5) S87°35'34"W(M) 114.97 feet (M), S89°43'10"W(R) 115.00 feet (R)

Legal Description , former Botsford Equities Parcel "F"

A parcel located in the SE 1/4 of Section 36, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan. Said parcel containing part of Lot 14 of William Shaw Subdivision, a part of the West 1/2 of West 1/2 of Section 36, Town 1 North, Range 9 East, Farmington Township (now City of Farmington Hills, as recorded in Liber 21, page 32 of Plats, Oakland County Records said parcel being more particularly described as;

Commencing at the Center of said Section 36. Said Center of Section lying N02°50'30"E, 2644.95 feet from the South 1/4 of said Section 36 and S87°37'58"W, 2640.52 feet from the East 1/4 of said Section 36; thence N87°37'58"E, 423.57 feet along the East-West 1/4 line of said Section 36 to the East line of Oxford Ave(50 ft wide) extended;

thence along said East line of Oxford Ave (50 ft wide), S02°59'09"E, 1333.58 feet;

thence N87°35'34"E, 273.27 feet;

thence S00°16'56"E, 338.99 feet;

thence 48.87 feet along the arc of a curve to the right, said curve has a radius of 100.00 feet, a central angle of 27°59'56", and a chord which bears S13°45'49"W, 48.38 feet;

thence S27°45'50"W, 71.45 feet to the Point of Beginning;

thence S27°45'50"W, 208.73 feet to the Northerly Right of Way of Grand River Ave (204 ft wide);

thence along said Northerly Right of Way of Grand River Ave (204 ft wide) N62°18'17"W, 170.68 feet to the East line of Oxford Ave;

thence following three (3) courses along said East line of Oxford Ave, (1) N14°19'21"E, 35.87 feet;

thence (2) N05°07'31"E, 177.00 feet;

thence (3) N00°27'53"W, 237.16 feet;

thence N87°35'34"E, 114.97 feet;

thence S16°49'34"W, 85.00 feet;

thence S00°27'06"E, 130.00 feet;

thence S15°12'56"E, 79.34 feet;

thence S62°14'10"E, 128.25 feet to the Point of Beginning, containing 1.554 acres.

Together with a Reciprocal Easement recorded in L.40429, P.605 OCR, and other easements of record.

LINE CALLS:

23-36-403-004

L6) S16°49'34"W(M) 85.00 feet(R&M), S19°30'50"W(R)

L7) N87°35'34"E(M) 114.97 feet (M), N89°43'10"E(R) 115.00 feet (R)

L8) S00°27'06"E(M) 130.00 feet(R&M), S02°14'10"E(R)

L9) S15°12'56"E(M) 79.34 feet(R&M), S12°31'40"E(R)

L10) S62°14'10"E(M) 128.25 feet(M), S59°32'54"E(R) 128.39 feet(R)

EXHIBIT "B"

Sign Specifications

Recommendation

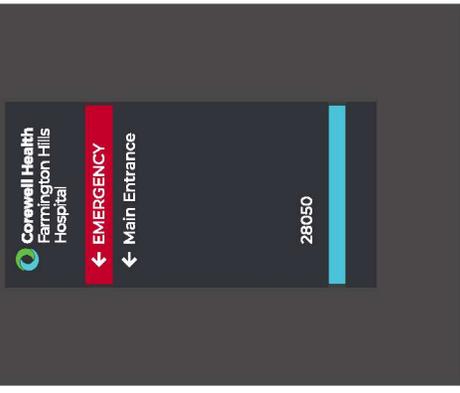
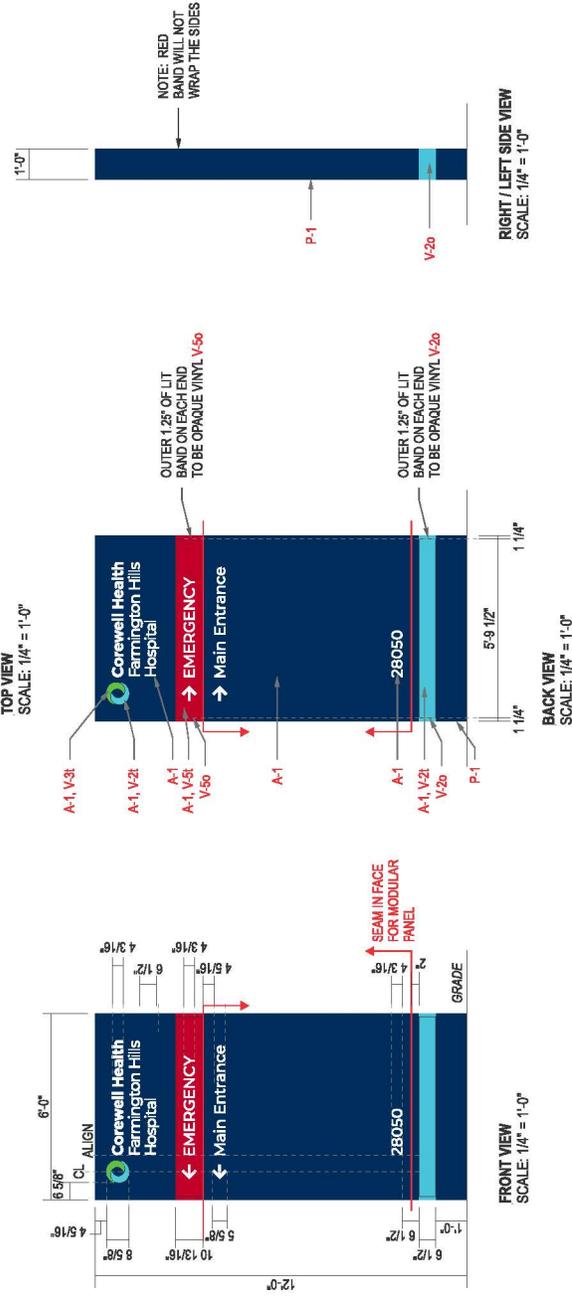
SITE:  
CH053 058  
059 077

E-01 - Specifications

**COH-PY-B-E-72-144-I** D/F FACE LIT PYLON SIGN WITH EMERGENCY MESSAGING (Qty 1)

OVERALL SQUARE FOOTAGE: 72

**NOTE: COPY AND LOGO LOCKUP WILL VARY PER LOCATION, REFER TO SPECIFIC JOB FOR CORRECT LAYOUT**



**SPECIFICATIONS:**

- 1" X 2" X 1/8" ALUMINUM TUBE FRAME
- 125" ALUMINUM FACE ROUTED AND BACKED, PAN FORMED AND COUNTERSUNK SCREWED THROUGH RETURNS INTO 2" X 1" ALUMINUM FRAME, RETURNS PAINTED P-1
- 3/16" #7228 WHITE ACRYLIC WITH FIRST SURFACE APPLIED VINYL A-1, V-2, V-3, V-5, MESSAGING REVERSE WEDED, STUD MOUNT TO BACK SIDE OF 125" ALUMINUM FACE  
NOTE: THE EMERGENCY AND ACCENT BANDS ARE OPAQUE VINYL APPLIED TO THE OUTER 1.25" OF FACE V-2b, V-5b
- OPAQUE HORIZONTAL VINYL STRIPE APPLIED TO LEFT AND RIGHT SIDES OF CABINET TO ALIGN WITH BLUE BAND ON FRONT AND BACK V-2b
- AGLIGHT ULTRA 650 6500K WHITE LED'S ON ACM BAFFLE
- LED POWER SUPPLY
- ALUMINUM ANGLE SADDLE
- LIFTING EYES (EYE BOLTS), MINIMUM OF 2
- 4" X 4" X .25" ALUMINUM TUBE CENTER PIPE WITH AN AUGURED FOOTING
- SHIP WITH PIPE SET IN CABINET

**NOTES:**

1. HARDWARE PAINTED TO MATCH FACE
2. NO SEAMS ON FACE, OVERSIZED
3. CABINET INTERIOR PAINTED WHITE
4. PRIMARY ELECTRICAL TO BE IN CONDUIT

**COLORS / FINISHES:**

- P-1 MP TO MATCH PMS 286 C, SATIN FINISH
- V-2b DIGITALLY PRINTED TO MATCH PMS 319 C ON 3M CONTROLTAC U180MC-10 VINYL WITH 3M 8520 MATTE OVERLAMINATE
- V-2i DIGITALLY PRINTED TO MATCH PMS 311 C ON 3M U3630-20 TRANSLUCENT VINYL WITH 3M 8520 MATTE OVERLAMINATE
- V-3i DIGITALLY PRINTED TO MATCH PMS 360 C ON 3M U3630-20 TRANSLUCENT VINYL WITH 3M 8520 MATTE OVERLAMINATE
- V-5b DIGITALLY PRINTED TO MATCH PMS 188C (DOUBLE STRIKE) ON 3M WHITE BLOCKOUT FILM WITH 3M 8520 MATTE OVERLAMINATE
- V-5i DIGITALLY PRINTED TO MATCH PMS 168 C ON 3M U3630-20 TRANSLUCENT VINYL WITH 3M 8520 MATTE OVERLAMINATE
- A-1 #7328 WHITE ACRYLIC

**FONTS:**  
Montserrat Medium

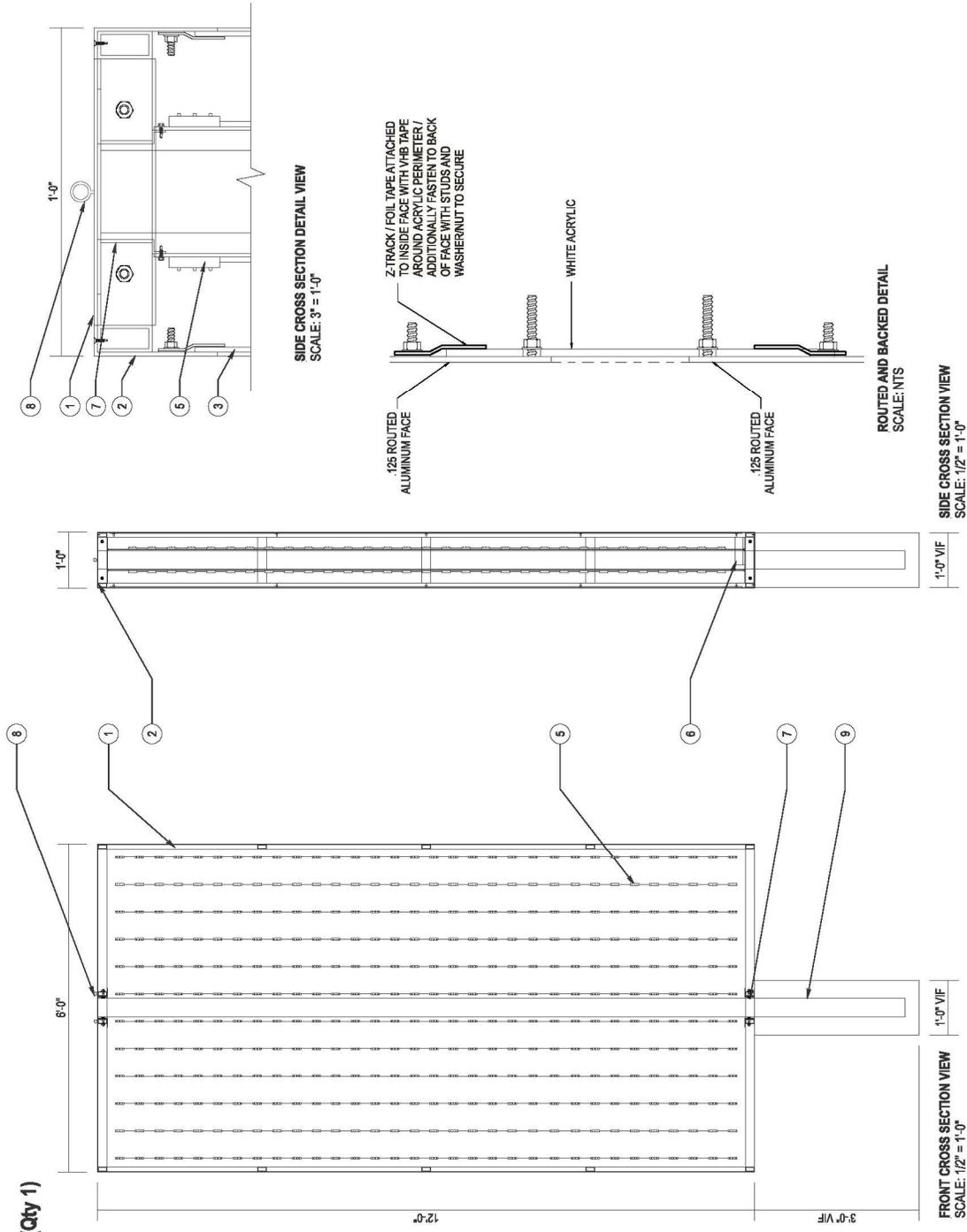
Recommendation

SITE:  
CH053 058  
059 077

E-01 - Specifications Continued

**COH-PY-B-72-144-I** DIF FACE LIT PYLON SIGN (Qty 1)

OVERALL SQUARE FOOTAGE: 72



**SPECIFICATIONS:**

- 1" X 2" X .18" ALUMINUM TUBE FRAME
- .125" ALUMINUM FACE ROUTED AND BACKED, PAN FORMED AND COUNTERSINK SCREWED THROUGH RETURNS INTO 2" X 1" ALUMINUM FRAME, RETURNS PAINTED P-1
- 3/16" #7228 WHITE ACRYLIC WITH FIRST SURFACE APPLIED VINYL A-1, V-2, V-3
- STUD MOUNT TO BACK SIDE OF .125" ALUMINUM FACE  
NOTE: NON-LIT, ACCENT BAND IS OPAQUE VINYL, APPLIED TO THE OUTER 1.25" OF FACE TO AND WILL WRAP THE SIDES V-2b
- OPAQUE HORIZONTAL VINYL STRIPE APPLIED TO LEFT AND RIGHT SIDES OF CABINET TO ALIGN WITH BLUE BAND ON FRONT AND BACK V-2b
- AGILIGHT ULTRA 659 6500K WHITE LED'S ON ACM BAFFLE
- ALUMINUM ANGLE SADDLE
- LIFTING EYES (EYE BOLTS), MINIMUM OF 2
- 3" X 3" ALUMINUM TUBE CENTER PIPE WITH AN AUGURED FOOTING
- SHIP WITH PIPE SET IN CABINET

**NOTES:**

1. HARDWARE PAINTED TO MATCH FACE
2. NO SEAMS ON FACE, OVERSIZED
3. CABINET INTERIOR PAINTED WHITE
4. PRIMARY ELECTRICAL TO BE IN CONDUIT

**COLORS / FINISHES:**

- P-1 MP TO MATCH PMS 295 C, SATIN FINISH
- V-2b DIGITALLY PRINTED TO MATCH PMS 311C (DOUBLE STRIKE) ON 3M WHITE BLOCKOUT FILM WITH 3M 8520 MATTE OVERLAMINATE
- V-2: DIGITALLY PRINTED TO MATCH PMS 311C (DOUBLE STRIKE) ON 3M U3650-20 TRANSLUCENT VINYL WITH 3M 8520 MATTE OVERLAMINATE
- V-3: DIGITALLY PRINTED TO MATCH PMS 360C (SINGLE STRIKE) ON 3M U3650-20 TRANSLUCENT VINYL WITH 3M 8520 MATTE OVERLAMINATE
- A-1 #7228 WHITE ACRYLIC

FONTS:  
Montserrat Medium

**CITY OF FARMINGTON HILLS  
PLANNING COMMISSION MEETING  
31555 W ELEVEN MILE ROAD  
FARMINGTON HILLS, MICHIGAN  
NOVEMBER 21, 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, Trafelet, Varga, Countegan

Commissioners Absent:           Grant, Mantey, Ware, Stimson

Others Present:                   City Planner Perdonik, Planning Consultants Tangari and Upfal (Giffels Webster), Engineering Division representative Natasha Sonck, City Attorney Schultz

**APPROVAL OF THE AGENDA**

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

**PUBLIC HEARING**

**A.     AMEND PLANNED UNIT DEVELOPMENT (PUD) 1, 2015**

- LOCATION:                           28050 Grand River Avenue
- PARCEL I.D.:                     22-23-36-404-010
- PROPOSAL:                       Construction of freestanding and wall signs within B-3, General Business District, and SP-2, Special Purpose District
- ACTION REQUESTED:           Recommendation to City Council
- APPLICANT:                      Signworks of Michigan, Inc.
- OWNER:                           Robert Mount

Chair Trafelet introduced this request to amend PUD 1, 2015, Corewell Health Hospital.

**Applicant Presentation**

Claire McCready, Senior Project Manager, Signworks of Michigan, Inc., was present on behalf of this request to amend PUD 1, 2015. Ann Frass, Signworks owner, was also present, as was Derk Pronger, President, Corewell Health Farmington Hills.

As mentioned during the discussion on October 17th, the proposed signage is among the most critical in the City. The hospital is an essential institution, serving as the largest employer in Farmington Hills and one of the city's most significant sources of revenue.

Corewell is requesting approval for the following changes to the Planned Unit Development (PUD) Agreement:

1. Height Adjustment for the Main Entrance Monument Sign:  
The applicant proposes replacing the existing monument sign, which is currently 10'8" tall and 7' wide, with a new sign measuring 12' tall and 6' wide, for a total of 72 square feet. This update would make the sign 1 foot narrower and 1 foot 4 inches taller than the current version. Both modifications will improve visibility for vehicular traffic.
2. Replacement of the Main Wall Sign:  
The applicant also seeks approval to update the wall sign identifying the hospital on the building. The current sign, which reads "Beaumont," would be replaced with signage displaying "Corewell Health, Farmington Hills Hospital."

Ms. McCready noted that the existing locations for both signs are structurally sound and provide optimal visibility for vehicular traffic.

#### **Consultant comments**

Planning Consultant Tangari explained that the Corewell Health Hospital property is subject to PUD 1-2015, which requires any amendments to the Development Agreement—no matter how minor—to be treated as major amendments. Such amendments necessitate a public hearing process, with ultimate approval resting with the City Council. The focus of this amendment is solely on signage, with no other site modifications requested.

- For the monument sign, the applicant is requesting to modify the deviation that is permitted under the PUD Agreement, with a 1'4" increase in height from the currently approved deviation. This request is the sole reason for holding the public hearing tonight.
- For the wall sign on the ground floor south elevation, the size of the sign is being reduced from the current 73.33sf to 40.15sf. The PUD Agreement already permits the requested deviation of 15.15sf, as the new sign is smaller than the one it is replacing.

**MOTION by Countegan, support by Aspinall, to RECOMMEND TO CITY COUNCIL that the application to amend Planned Unit Development 1, 2015, dated September 19, 2024, submitted by Signworks of Michigan, Inc., BE APPROVED, because the plans are consistent with the goals, objectives, and policies of the Master Plan and applicable provisions of the Planned Unit Development Option in Section 34-3.20 of the Zoning Ordinance.**

**Motion passed unanimously by voice vote.**

**Motion passed unanimously by voice vote.**

#### **PUBLIC COMMENT**

None

#### **COMMISSIONER/STAFF COMMENTS**

None

#### **ADJOURNMENT**

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

**Motion passed unanimously by voice vote.**

The meeting was adjourned at 11:47pm.

/cem

MINUTES  
CITY OF FARMINGTON HILLS  
CITY COUNCIL MEETING  
CITY HALL – COUNCIL CHAMBER  
JANUARY 13, 2025 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Rich at 7:32PM.

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 Aranowski, Kettler-Schmult, Rushlow, Schnackel, and Skrobola, Interim Police Chief Piggot, Fire Chief Unruh, and City Attorney Joppich

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Corewell Health Farmington Hills President Derk Pronger and members of his team.

**APPROVAL OF REGULAR SESSION MEETING AGENDA**

MOTION by Knol, support by Bridges, to approve the agenda as amended moving item 8 up to after item 2.

MOTION CARRIED 7-0.

**PUBLIC HEARING**

**PUBLIC HEARING AND CONSIDERATION OF AMENDMENT TO PLANNED UNIT DEVELOPMENT 1, 2015, COREWELL HEALTH CAMPUS SIGN CHANGE, LOCATED AT 28050 GRAND RIVER AVENUE. CMR 1-25-01**

Director of Planning and Community Development Kettler-Schmult introduced this public hearing item. The application to amend PUD 1, 2015 proposes to replace the existing 10'-8"-tall, 7'-wide freestanding sign at the boulevard entrance to the Corewell campus from Grand River Avenue with a new 12'-tall, 6'-wide freestanding sign in the same location. A PUD amendment is necessary in this case because the signage allowance for the campus is addressed within the existing PUD agreement, which does not currently permit a 12'-tall freestanding sign.

The applicant has had two meetings before the Planning Commission on this item, October 17, 2024 and November 21, 2024. The Planning Commission at their last meeting recommended approval of this PUD amendment to City Council.

Planning Consultant Jill Bahm, Giffels Webster, provided background on the PUD amendment process. In the case of this Planned Unit Development, the original agreement stated that any change to it had to come back before the Planning Commission for a public hearing, as well as to Council for additional approvals.

**Applicant presentation**

Claire McCready, Senior Project Manager, SignWorks of Michigan, Inc., was present on behalf of this request to amend PUD 1, 2015. Ann Frass, SignWorks owner, was also present, as was Derk Pronger, President, Corewell Health Farmington Hills.

- The monument sign was proposed to be 12 feet tall and 6 feet wide (72 square feet). This would replace the existing 10-foot, 8-inch-tall, 7 foot wide monument sign. The reduced width will improve traffic visibility. The top four feet of the sign will display critical information, including the hospital name and directions to the emergency room.
- The wall sign replaces the current "Beaumont" sign with "Corewell Health Farmington Hills Hospital."

**Public Comment**

Pea Gee, resident, expressed support for the proposed signage changes.

MOTION by Bruce, support by Bridges, that the City Council of Farmington Hills hereby approves the amendment to Planned Unit Development 1, 2015, dated September 19, 2024 submitted by Signworks of Michigan, Inc., for the Corewell Health Campus sign change, located at 28050 Grand River Avenue.

And further resolves that the City Attorney prepare the appropriate PUD agreement stipulating the final PUD approval conditions and authorizing the identified zoning deviations for City Council consideration and final approval.

Roll Call Vote:

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

MOTION CARRIED 7-0.

**ADJOURNMENT**

The regular session of City Council adjourned at 12:54AM.

Respectfully submitted,

Carly Lindahl, City Clerk



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

Date: March 24, 2025

Re: **Consideration of Approval of an Ordinance Authorizing Conveyance of City Owned Property, parcel 22-23-34-408-008 and 22-23-34-408-003, to Claudio Rodrigo Aguilera Quezada and Luisa Nayeli Cruz**

### **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.
- Parcel 22-23-34-408-008 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.
- Parcel 22-23-34-408-003 is zoned RA-3 one family residential, is .43 acres large, and fronts Robinson Avenue which is located at the mid to south-eastern portion of the City. There is an open drain which runs across the residential property.
- Applicants and residents, Claudio Rodrigo Aguilera Quezada and Luisa Nayeli Cruz, have presented their interest in purchasing parcel 23-34-408-008 and 22-23-408-003 for a total amount of \$10,000. Each property selling at \$5,000. This amount was reviewed by our City Assessor.
- The applicants will be required to combine these lots to their preexisting property.
- The applicants have also provided an earnest \$750 deposit for each separate parcel 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 property 22-23-34-408-008 and 22-23-34-408-003 to Claudio Rodrigo Aguilera Quezada and Luisa Nayeli Cruz for the sum of \$10,000, 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 and Luisa Nayeli Cruz, conditioned upon and subject to their compliance with the terms of the Purchase Agreement between Claudio Rodrigo Aguilera Quezada and Luisa Nayeli Cruz and the City.

Prepared by: Gary Mekjian, City Manager

Reviewed by: Cristia Brockway, Economic Development Director

Approved by: Gary Mekjian, City Manager

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 and LUISA NAYELI CRUZ, 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. 22-23-34-408-011 (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 and LUISA NAYELI CRUZ." 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

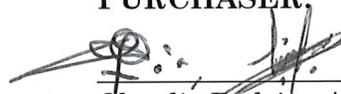
20. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire understanding and agreement between the parties hereto concerning Purchaser's purchase of the Property, and all prior negotiations, discussions, understandings, and agreements concerning the same are deemed to 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: March 13, 2025

  
\_\_\_\_\_  
Claudio Rodrigo Aguilera Quezada and Luisa  
Nayeli Cruz

STATE OF MICHIGAN    )  
  )ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 13 day of March, 2025, by Claudio Rodrigo Aguilera Quezada, an individual.

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

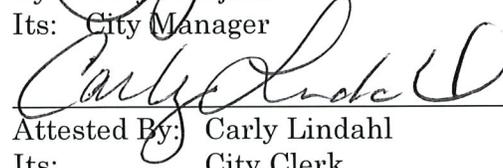
**CIARA JONES**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires December 03, 2030

**SELLER**  
CITY OF FARMINGTON HILLS

Dated: March 17, 2025

  
By: Gary Mekjian  
Its: City Manager

Dated: March 17, 2025

  
Attested By: Carly Lindahl  
Its: City Clerk

STATE OF MICHIGAN    )  
  )ss  
COUNTY OF OAKLAND   )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2025, by Gary Mekjian, City Manager, and attested to by Carly Lindahl, Clerk, on behalf of the City of Farmington Hills.

  
\_\_\_\_\_  
Nancy Moore , Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: August 7, 2030

NANCY MOORE  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires August 07, 2030

**EXHIBIT A**

Legal Description: T1N, R9E, SEC 34 KRAVE'S GRAND RIVER HEIGHTS LOT 148

Parcel # 22-23-34-408-008 (Vacant Land)

Address: Vacant, Farmington Hills, Michigan



Exhibit "A" to Quit Claim Deed

Legal Description: T1N, R9E, SEC 34 KRAVE'S GRAND RIVER HEIGHTS LOT 148

Parcel # 22-23-34-408-008 (Vacant Land)

Address: Vacant, Farmington Hills, Michigan

CITY OF FARMINGTON HILLS  
OAKLAND COUNTY, MICHIGAN

ORDINANCE NO. C-\_\_\_\_-25

AN ORDINANCE TO AUTHORIZE THE  
CONVEYANCE OF CERTAIN PROPERTY TO  
CLAUDIO RODRIGO AGUILERA QUEZADA AND  
LUISA NAYELI CRUZ

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1. Ordinance

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 and Luisa Nayeli Cruz ("Purchasers"), 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 148

Parcel # 22-23-34-408-008 (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 and LUISA NAYELI CRUZ 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

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(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. 22-23-34-408-011 (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.

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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.

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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 and Luisa Nayeli Cruz." Notices to Seller shall be addressed to the attention of "City Manager."

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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

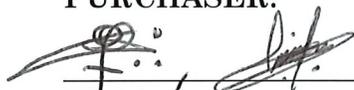
20. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire understanding and agreement between the parties hereto concerning Purchaser's purchase of the Property, and all prior negotiations, discussions, understandings, and agreements concerning the same are deemed to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

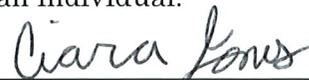
**PURCHASER:**

Dated: March 13, 2025

  
\_\_\_\_\_  
Claudio Rodrigo Aguilera Quezada and  
Luisa Nayeli Cruz

STATE OF MICHIGAN    )  
                                  )ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 13 day of March, 2025, by Claudio Rodrigo Aguilera Quezada, an individual.

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

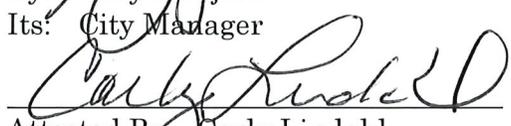
CIARA JONES  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires December 03, 2030

**SELLER:**  
CITY OF FARMINGTON HILLS

Dated: March 17, 2025

  
By: Gary Mekjian  
Its: City Manager

Dated: March 17, 2025

  
Attested By: Carly Lindahl  
Its: City Clerk

STATE OF MICHIGAN    )  
                                  )ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2025, by Gary Mekjian, City Manager, and attested to by Carly Lindahl, Clerk, on behalf of the City of Farmington Hills.

  
Nancy Moore, Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: August 7, 2030

NANCY MOORE  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires August 07, 2030

**EXHIBIT A**

Legal Description: T1N, R9E, SEC 34 KRAVE'S GRAND RIVER HEIGHTS LOT 133

Parcel # 22-23-34-408-003 (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 and LUISA NAYELI CRUZ, 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 \_\_\_\_\_, 2025.

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 \_\_\_\_\_, 2025, 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> _____
--	---	---

Exhibit "A" to Quit Claim Deed

Legal Description: T1N, R9E, SEC 34 KRAVE'S GRAND RIVER HEIGHTS LOT 133

Parcel # 22-23-34-408-003 (Vacant Land)

Address: Vacant, Farmington Hills, Michigan

CITY OF FARMINGTON HILLS  
OAKLAND COUNTY, MICHIGAN

ORDINANCE NO. C-\_\_\_\_-25

AN ORDINANCE TO AUTHORIZE THE  
CONVEYANCE OF CERTAIN PROPERTY TO  
CLAUDIO RODRIGO AGUILERA QUEZADA AND  
LUISA NAYELI CRUZ

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1. Ordinance

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 and Luisa Nayeli Cruz ("Purchasers"), 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 133

Parcel # 22-23-34-408-003 (Vacant Land)

Address: None (Vacant, Farmington Hills, Michigan)

POLICY REGARDING SPONSORSHIP OF  
EVENTS, NAMING RIGHTS, AND ADVERTISING  
(Amended and Restated as of \_\_\_\_\_, 2025)

I. Purpose

The purpose of this policy is to provide guidance to the City Administration regarding proposals and requests for both private sponsorship of City events and for City co-sponsorship of, participation in, or assistance with private events or organizations in the community, and to also govern the purchase of naming rights and advertising space in City communications in order to support, coordinate, and manage the process to ensure consistency and uniformity in such matters.

II. Sponsorships of Events or Activities

A. Meaning of Sponsorship for Purposes of this Policy

A sponsorship is an agreement between an individual, or a private, non-profit or other entity and the City to provide monetary or in-kind services to an event or activity in the City in exchange for the opportunity to leverage their respective branding as agreed upon (i.e. mentions in press releases, signs, digital media, newsletters, guides, brochures, programs, etc.).

B. Categories

There are two types of events/activities for which sponsorships are available under this Section II:

1. A “City Event” is a City event or activity that is organized, managed, budgeted for and at least partially funded by the City, but with an opportunity for sponsors to contribute monetary donations and/or in-kind donations or services to off-set the costs, such as provision of food and beverages, in exchange for the opportunity to leverage their respective branding as agreed upon (e.g., mentions in press releases, signs, digital media, newsletters, guides, brochures, programs, etc.); and
2. A “Co-Sponsored Event” is a co-sponsored event or activity where the City and one or more private or other non-City sponsor provide roughly equal value to the event in exchange for the opportunity to leverage their respective branding as agreed upon (e.g., mentions in press releases, signs, digital media, newsletters, guides, brochures, programs, etc.)

C. Terms and Conditions

1. All sponsorships must be clearly documented through a contract that complies with the following minimum requirements and is approved by the City in the manner provided under Subsections 3 and 4 below.
  - a. For a City Event, an individual or entity must request in writing to become a sponsor of the event and provide documentation of the monetary donations and/or in-kind donations or services to be provided. All sponsors must sign a sponsorship agreement outlining the details of the donations or services provided and such other terms as may be deemed appropriate or necessary by the City, which agreement is subject to the approval pursuant to subsection 3 below. In exchange, the City will acknowledge the private sponsor in advertising and promotions materials for the event, as approved by the Communications and Community Engagement Manager through established advertising standards and guidelines or on an individual basis.
  - b. For a Co-Sponsored Event, an individual or entity must request in writing to co-sponsor the event and describe the nature and extent of the proposed co-sponsorship. The City Department involved with the event and the sponsor will cooperatively plan for the event and make all provisions. The parties may coordinate advertisement and promotion of the event. Any individual or entity seeking to co-sponsor an event must sign a sponsorship agreement that details the nature of the co-sponsor's contributions to be made, outlines advertising arrangements and the duties and authority of the co-sponsor, and contains such other terms as may be deemed appropriate or necessary by the City , which agreement is subject to the approval pursuant to subsection 3 below.
2. All promotions and advertising of City Events and Co-Sponsored Events shall be submitted to the City Communications Department for review and approval, including, without limitation, that the promotional material and advertisements comply with this Policy. The following shall be prohibited from inclusion in promotional material and advertisements for City Events and Co-Sponsored Events, and failure to comply may result in the City, in its discretion, terminating the agreement

described under Section 1 above, cancelling the event, and withdrawing its support for the event:

- a. Profane, vulgar, or obscene content;
  - b. Sexual content or links to sexual content;
  - c. Content not related to the event;
  - d. Content that constitutes, condones, encourages, promotes, fosters, or perpetuates discrimination, hatred, or hate crimes on the basis of race, creed, color, sex, national origin, religion, age, sexual orientation, gender identity, marital status, or mental or physical disability;
  - e. Defamatory or personal attacks;
  - f. Threats to harm or injure any person or organization;
  - g. Conduct or content in violation of any federal, state, or local law;
  - h. Encouragement of illegal activity;
  - i. Content that is misleading, deceptive, or fraudulent or that grossly exaggerates or makes unwarranted claims;
  - j. Information that may tend to compromise the safety or security of the public or public facilities or systems;
  - k. Advertising relating to pornography, gambling, firearms, alcohol, tobacco, or cannabis; or
  - l. Content that violates a legal ownership interest, such as a copyright, patent, or trademark, of any party.
3. All sponsorship agreements must be approved as follows:
- a. By the Director of the City Department involved with the event or their designee, if the agreement involves in-kind services provided by the private sponsor and/or a monetary donation of \$25,000 or less, provided the Director provides notice to the City Manager of same; or
  - b. By the City Manager and Department Director, or their designee(s), if the agreement involves a monetary donation of more than \$25,000.
4. The City Manager shall provide City Council a report of all sponsorship agreements involving a monetary donation of \$5,000 or more on a quarterly basis.
5. The sponsorship agreement must be completed to ensure the donation is tracked by the Department involved with the event or activity. Upon written request of a sponsor, its payment for the sponsorship may be made to and through the Friends of the Parks

nonprofit corporation or, if approved by the City Manager, such other 501(c)(3) charitable corporation or foundation organized for purposes of fundraising to support City parks and recreation programs and services.

6. This policy is not intended to create a right for any person or entity to be approved as a sponsor or co-sponsor of any event or activity, or an obligation, promise, or commitment on the part of the City to approve them as a sponsor or co-sponsor. The City maintains full discretion and reserves the right to reject, deny, or refuse, for any reason or no reason at all, any request to sponsor or co-sponsor an event or activity.
7. The City reserves the right to terminate a sponsorship or co-sponsorship relationship where continuation of the relationship would bring the City into disrepute or no longer conform with the terms, conditions, or provisions of this policy.

### III. Naming Rights

- A. The following definitions are for purposes of this Section III, only:

*Naming Rights* – The rights granted by City Council to an individual, family, private business, or corporation the City Council to name a fixed asset facility of the City in return for cash or other revenue support for a specified period of time.

*Facility/Facilities* – City buildings (including interior and exterior spaces), sports fields, open spaces, parks, playgrounds, shelters, sport courts, trails, park benches, water fountains, flowerbeds, public art, sports equipment, brick pavers, decorative walls, and other facilities of the City.

- B. Procedure, Terms and Conditions

1. An individual or entity seeking to purchase naming rights must submit a written proposal to City Council including a plan for display of the name of the individual or entity, which must comply with the City of Farmington Hills Code provisions applicable to signs and this policy.
2. City Council will consider proposals for naming rights in its sole discretion on a case-by-case basis.
3. In granting naming rights, regard will be given to the need to maintain an appropriate balance between commercial

considerations and the City's stewardship role for the public parks and recreation facilities.

4. The naming rights shall be for a specified fixed term to be negotiated on a case-by-case basis.
5. If an entity changes its name, the naming right may be changed to reflect the new name by mutual agreement; however, the cost to change the name of the sign shall be the responsibility of the entity requesting the change.
6. The proposed name and naming rights purchaser must support the image and values of the City of Farmington Hills and the community. In general, the following industries and products are not eligible for naming rights: religious and political organizations; and companies whose business is involved to a material degree in the sale of alcohol, tobacco, firearms, pornography, gambling, cannabis, cannabis products, or lewd and lascivious behavior.
7. The City of Farmington Hills shall not relinquish to the purchaser any aspect of their right to manage and control the facility being named.
8. Proceeds received from the naming rights sale are to be used in the following manner: (a) capital improvements to the City Parks and Recreation system; and (b) funding of City programs and services.
9. The granting of naming rights must not result in additional cost to the City of Farmington Hills.
10. Naming rights may be renewed by mutual agreement with the purchaser and City Council.
11. The purchaser of naming rights may revoke the naming rights at any time with the understanding that no refund or reduction of their financial commitment will occur.
12. The City of Farmington Hills reserves the right to terminate naming rights where continuation of the relationship would bring the City into disrepute or no longer conform with the terms, conditions, or provisions of this policy.

13. This policy is not intended to create a right for any person or entity to be granted naming rights on facilities, or an obligation, promise or commitment on the part of the City to grant such rights. The City Council maintains full discretion and reserves the right to reject for any reason, or no reason at all, any request to purchase naming rights.
14. The City maintains full discretion and reserves the right to name any facility in memorial to individuals without costs to any individual or entity making said naming request. The City reserves the right to name a facility in memorial to an individual upon the suggestion of City Council or the City Manager, or upon the request of an individual or entity.
15. A naming rights agreement must be executed for the granting of the naming rights consistent with the terms and conditions set forth in this policy and containing any other terms as may be deemed necessary or appropriate by the City.

#### IV. Advertising in City Publications

##### A. General

The City acknowledges the individual and corporate significance of advertising within the community. On that basis, the City will allow certain limited advertising in City publications and the electronic sign in the main lobby of the Hawk under certain restrictions and conditions. All individuals and entities seeking to advertise must sign an Advertising Agreement and pay all applicable fees.

##### B. Guidelines

1. Advertising opportunities are extended to any local, national or international business, non-profit company and government agency that has or wishes to have a presence in the City of Farmington Hills and meets the terms, conditions, requirements and restrictions of this policy.
2. As advertising space is limited, contracts will be considered on a first-come, first-served basis.
3. All ad guidelines regarding sizing, art resolution shall be adhered to and shall be in harmony with decency and good taste in the community. The City of Farmington Hills maintains full discretion and reserves the right in its sole discretion to reject any ad for any reason.

4. No ads related to politics or religion will be accepted.
5. No content or illustrations that are sexually suggestive, salacious or indecent or contrary to the family-oriented audience will be accepted.
6. No advertisements that contain attacks of a personal, racist, sexist, political or religious nature will be accepted.
7. No advertising that is misleading, deceptive or fraudulent or that grossly exaggerates or makes unwarranted claims will be accepted.
8. No language that attempts to encourage the violation of any law, regulation or ordinance will be accepted.
9. Advertisements shall comply with the restrictions set forth in Section II.C.2 of this policy.
10. All advertisements shall be subject to the review and approval of both the Department issuing or managing the publication or other location of the advertisement and the Department of Communications and Community Engagement, and the City reserves the right in its sole discretion to refuse any advertisement from organizations or companies that offer programs, events and/or facilities that compete with City programs, facilities or events, or advertisements that do not comply with this policy. Priority is given to past customers and to advertising that offers services not already offered by the City.
8. The advertiser and its agency must each represent and warrant in writing that they are fully authorized and licensed to use: (1) the names, portraits and pictures contained in the ad; (2) any copyrighted or trademarked materials in the ad; and (3) any testimonials contained in any advertisement submitted. The advertiser and its agency must, in writing, warrant that such advertisement is neither libelous nor defamatory, an invasion of privacy, or otherwise harmful to any third party. The advertiser and its agency must, in writing, each agree to indemnify and save harmless the City of Farmington Hills, its elected and appointed officials, its employees, agents, contractors and representatives against all losses, liability, damages and/or expenses arising from the copying, printing or publishing of any such advertisement, including, but not limited to, attorneys fees.

9. Any advertisement shall be subject to the following disclaimer in the publication: Advertisement herein does not constitute the City's endorsement of any individual, corporation or business or any products or services of any individual, corporation or business, nor does it entitle any individual, corporation or business to use the City's name, logo, mark or trademark in any form or for any purpose without prior written approval of the City.
10. The City shall not be responsible for any damage caused by acts of god, fires, strikes, accidents or other occurrences beyond the control of the publisher or the City.
11. Advertising rates shall be established by the City Department issuing or managing the publication or other location of the advertisement and such Department reserves the right to revise advertising rates at any time. However, rate increases will not affect existing advertising agreements.

Adopted by City Council Per Resolution No. R-37-11 on March 28, 2011. Amended and restated by City Council Per Resolution No. R-\_\_-25 on \_\_\_\_\_, 2025.



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

---

DATE: 3/24/2025

DEPT: Human Resources

RE: Collective Bargaining Agreement with FAOM (Paid-on-Call Fire Fighters)

---

### ADMINISTRATIVE SUMMARY

- The City has been engaged in collective bargaining with (FAOM), bargaining agent for the Paid-on-Call Fire Fighters. On March 11, 2024, Michigan Employment Relations Commission (MERC), certified that the Farmington Hills Paid-On-Call Fire Fighters was designated and selected for the purposes of collective bargaining. This group excludes Full-Time Career Fire Fighters, Fire Chief, Deputy Chief, clerical, elected officials and other non-fire employees.
- The City and the Union signed a tentative settlement on February 5, 2025, and this settlement was subsequently ratified by the Union membership.
- The agreement will be effective from July 1, 2024, to June 30, 2028 (four years).
- A wage increase of 3.00% will be applied retroactively to July 1, 2024.
- A subsequent wage increase of 3.00% will be effective on July 1, 2025.
- The contract will be reopened before July 1, 2026, to negotiate wage rates for the periods July 1, 2026, to June 30, 2027, and July 1, 2027, to June 30, 2028.

### RECOMMENDATION

In view of the collective bargaining that has taken place, and the tentative settlement outlined herein, it is hereby recommended that the following resolution be adopted by the City Council:



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

---

Resolve that the City Manager and the Assistant City Manager be authorized to execute a new agreement with Paid-on-Call Fire Fighters (FAOM), in accordance with the terms and conditions in the Tentative Settlement Agreement ratified by the parties and outlined herein, being City Manager's Report dated March 24, 2025.

###

Prepared by: Lori Brown, Human Resources Director

Reviewed by: Karen Mondora, Assistant City Manager

Executive Approval: Gary Mekjian, City Manager



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

---

**DATE:** March 24, 2025

**DEPT:** Planning and Community Development

**RE:** Planning Commission 2024 Annual Report

---

**ADMINISTRATIVE SUMMARY:**

In accordance with MCL 125.3819(2), the Planning Commission is hereby transmitting its 2024 Annual Report for City Council's information.

Please contact the staff liaison to the Planning Commission, Erik Perdonik, AICP, City Planner, with any questions at (248) 871-2540 or eperdonik@fhgov.com.

**RECOMMENDATION:**

Receive and file the Planning Commission 2024 Annual Report.

**ATTACHMENTS:**

- Planning Commission 2024 Annual Report

Prepared by:	Erik Perdonik, AICP, City Planner
Department Approval:	Charmaine Kettler-Schmult, Director of Planning and Community Development
Executive Approval:	Gary Mekjian, P.E., City Manager



# 2024 Planning Commission Annual Report

FARMINGTON HILLS



Prepared with assistance from

February 2025



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## Introduction

The Michigan Planning Enabling Act (P.A. 33 of 2008, as amended) requires the Planning Commission to prepare, file, and present an annual written report to the City Council. This document is intended to meet the state requirement as well as provide an overview of 2024 accomplishments.

The Farmington Hills Planning Commission is comprised of nine members, some of whom have been on the Planning Commission for many years. These members come from a variety of professional backgrounds. The varied perspectives and knowledge of the members make for a well-rounded Commission that conducts fair and thoughtful deliberations.

The Planning Commission held a total of 20 meetings in 2024. Preliminary hearings are held the second Thursday of the month, public hearings are held on the third Thursday of the month, and study sessions are generally held on the first Thursday of the month at the discretion of the Commission members.

### Mission Statement

To promote public health, safety, and general welfare, to encourage the use of resources in accordance with their character and adaptability; to avoid the overcrowding of land by buildings or people, to lessen congestion on roads and streets, to facilitate provision for a system of transportation, sewage disposal, safe and water supply recreation, and other public improvements. The Planning Commission is responsible for making and adopting a basic plan as a guide for development, including a determination of the extent of probable future needs.



# 2024 Planning Commission Members

**Table 1. 2024 Planning Commission Members**

Name	Role	Assumed Office	Last Appointment	Term Expiration
John Trafelet	Chair	07/22/2019	01/25/2024	02/01/2027
Marisa Varga	Vice Chair	03/08/2021	01/23/2023	02/01/2026
Kristen Aspinall	Secretary	03/28/2022	01/23/2023	02/01/2026
Barry Brickner		07/25/2016	01/25/2024	02/01/2027
Dale Countegan		02/13/2017	01/23/2023	02/01/2026
Danielle Ware		04/25/2022	02/01/2025	02/01/2028
Joseph Mantey		03/15/2004	02/01/2025	02/01/2028
Steven Stimson		04/08/2013	01/25/2024	02/01/2027
Taranji Grant		03/21/2022	02/01/2025	02/01/2028

# 2024 City Staff

**Table 2. 2024 Planning & Community Development Department Staff**

Name	Title
Charmaine Kettler-Schmult	Director
Erik Perdonik	City Planner
Kris Canty	Staff Planner
Jeri LaBelle	Planning Secretary

In 2024 Giffels Webster continued its relationship working with Farmington Hills to provide planning and zoning services. The team of consultants has been available to answer technical planning and zoning related calls and emails, advise on ordinance amendments, review site plans, and assist with special projects as needed. Giffels Webster prepared memoranda and reports for the Planning Commission and City Council, as needed. Consultants from Giffels Webster attended all Planning Commission meetings and were available to attend other City meetings as requested. The team is directed by Jill Bahm, AICP, a partner at Giffels Webster, who is supported by Joe Tangari, AICP, Principal Planner and Julia Upfal, AICP, Senior Planner and the GIS team, led by Ariana Toth.



## 2024 Major Initiatives

### A New Master Plan for the City

Farmington Hills turned 50 years old in 2023, and in 2022, the City embarked on the development of its first Master Plan since 2009. As we consider what the next 50 years of our City might look like, we've invested a great deal of time and effort into assessing where the City stands today and the progress it has made since the last master plan.

In 2022, this effort included analysis of the City's changing demographics, economics, and housing, a market study, surveys, online outreach, a series of publicly accessible Planning Commission study sessions, an October 2022 open house, and the first in a series of focus groups with members of the development community.

In 2023, the Planning Commission continued discussion of the draft, additional focus groups were held, and an open house to present the concepts and ideas developed for the plan was held at the HAWK in October. The draft plan has been in development since this open house.

In 2024, four study sessions were held that focused on the final elements and review needed for the master plan. This consisted of a study session regarding development in the City's identified special planning areas, reviewing public input, and reviewing the layout and content of the master plan itself. The Planning Commission passed a motion to ask City Council to authorize the distribution of the Master Plan April 18, 2024. City Council authorized its distribution May 6, 2024, and the plan was adopted July 25, 2024.



## 2024/2025 – 2029/2030 Capital Improvements Plan

Act 33 of the Public Acts of 2008, the Michigan Planning Enabling Act, provides that the Planning Commission annually prepare a Capital Improvements Plan. Further, Sections 3.07 and 6.08 of the City Charter require the submission of a Capital Improvements Plan to City Council. The Planning Commission held a study session on January 23, 2024, to prepare this document for public review and adopted the plan after holding a public hearing at their February 27, 2024 meeting.

### Zoning Text Amendments

#### ZTA 1, 2024

An ordinance to amend the Farmington Hills Code of Ordinances, chapter 34, “Zoning,” article 5.0, “Site Standards,” section 5.5, “Signs,” to include a new subsection 3.A.ix.h addressing the area of electronic display areas. Approved by PC 4-18-2024, approved by City Council 6-24-2024.

#### ZTA 2, 2024

An ordinance to amend the Farmington Hills Code of Ordinances, Chapter 34, “Zoning,” 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. Approved by PC on October 17, 2024, approved by City Council December 9, 2024.

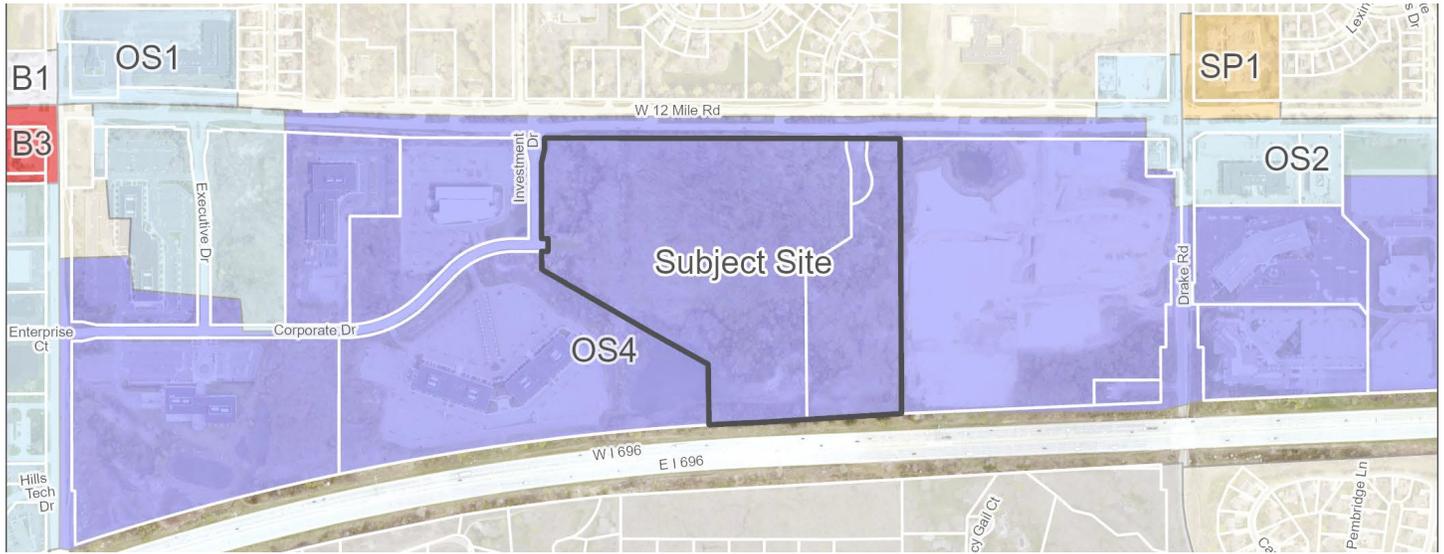
#### ZTA 3, 2024

An ordinance to amend the Farmington Hills Code of Ordinances, chapter 34, “Zoning,” to diversify the uses permitted in the ODS-4 district and to permit additional development options and height in the same district. This amendment set also studied the reduction of parking requirements and additional tools for the planning commission to waive some parking during site plan review. Discussion ongoing into 2025.

#### ZTA 4, 2024

Ordinance to amend the Farmington Hills Code of Ordinances, Chapter 34, Zoning , Article 2, Definitions Section 34-2.2 etc., to further clarify permissions and definitions around auto-oriented uses. Started in 2024 and ongoing to 2025.





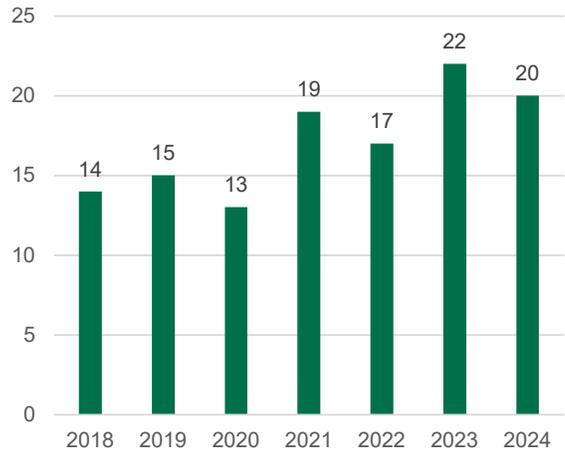
# 2024 Planning Commission Activity

## Planning Commission Meetings

**Table 3. Planning Commission Meetings, 2018 to 2024**

Year	Number of Meetings
2018	14
2019	15
2020	13
2021	19
2022	17
2023	22
2024	20

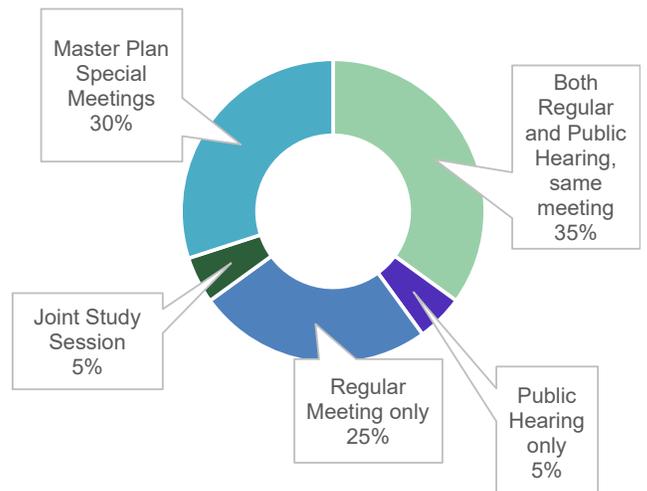
**Figure 1. Planning Commission Meetings, 2018-2024**



**Table 4. Planning Commission Meetings by Type, 2024**

Type of Meeting	Number of Meetings
Both Regular and Public Hearing, same meeting	7
Public Hearing only	1
Regular Meeting only	5
Joint Study Session	1
Master Plan Special Meetings	6
<b>Total</b>	<b>20</b>

**Figure 2. Planning Commission Meetings by Type, 2024**



## Site and Special Approval Plans

**Table 5. Site and Special Approval Plans, 2024**

Item	Parcel ID	Description	Approved / Denied	Proponent
SP 51-1-2024	26-482-001	29820 Nine Mile, Indoor car sales	Incomplete/ postponed prior to PC	Jamza Jamal
SA 52-3-2024	02-126-130	32680 Northwestern Hwy. B-3, temp concrete Batch Plant	PC approved 4-18-2024	Steve Gregor Florence Cement
SP 53-7-2024	36-306-011	28975 Grand River Ave., car dealer, no site changes. Use only	PC approved 10-17-2024	Rawad Haddad
SP 54-7-2024, PUD 1, 2024	11-477-109, 013, 014	27815 & 28025 Middlebelt Rd., Fuel Station, restaurant with carry out & drive thru	PC approved 11-21-2024 (Rec to CC)	Kareem Amr, SkilkenGold Real Estate
SP 55-8-2024	26-226-003,008, 009	29707 Ten Mile Rd. addition to existing Place of Worship. Tawheed Center	PC approved 11-21-2024	Hisham Turk
SP 56-8-2024 (PUD 2, 2024)	11-201-001, 002, 004, 005, 006, 020 & 021	South side of 13 mile, west of Middlebelt. Multiple-family dwellings RA-1	PC approved 11-21-2024, (Rec to CC)	Steve Schafer
SP 58-9-2024	23-351-005	29510 Orchard Lake, new Canopy Gas Station	Incomplete/ Postponed prior to PC	Fadi Naserdean
SP 59 9-2024	21-351-032	24300 Drake, Carwash on existing lot in B-3	PC approved 12-19-2024	Todd Gesund (Jim Butler)
SP 60-10-2024 (PUD 5, 1993)	17-201-013	South side of Twelve Mile Rd., east of Investment Dr. in OS-4	PC approved 11-21-2024	Cunningham Limp, Nick Devlin
SP 61-11-2024	35-431-017, 016	29455 & 29403 Grand River Ave.	PC approved 12-19-24	SkilkenGold
SP 62-12-2024	26-486-014	29450 Nine Mile Addition to existing fuel station	Incomplete/ postponed prior to PC	Riham Sarout
SP 63-12-2024	33-376-040	34650 Eight Mile Rd., Car wash renovation	Continuing in 2025	Krieger Klatt Architects
SA 64-12-2024	21-351-031	35080 Grand River, Consumers Energy storage yard	Withdrawn	Consumers Energy
SP 65-12-2024 (PUD 4, 2021)	23-02-106-001	Emerson, South side of Northwestern Hwy, apartment building	Continuing in 2025	Alden Development, Tom Herbst

**Table 6. Site Plan and Special Approval Plans, 2020 to 2024**

Year	Number of Site and Special Approval Plans
2020	14
2021	19
2022	13
2023	10
2024	14

Figure 3. Site and Special Approval Plans, 2018 to 2024

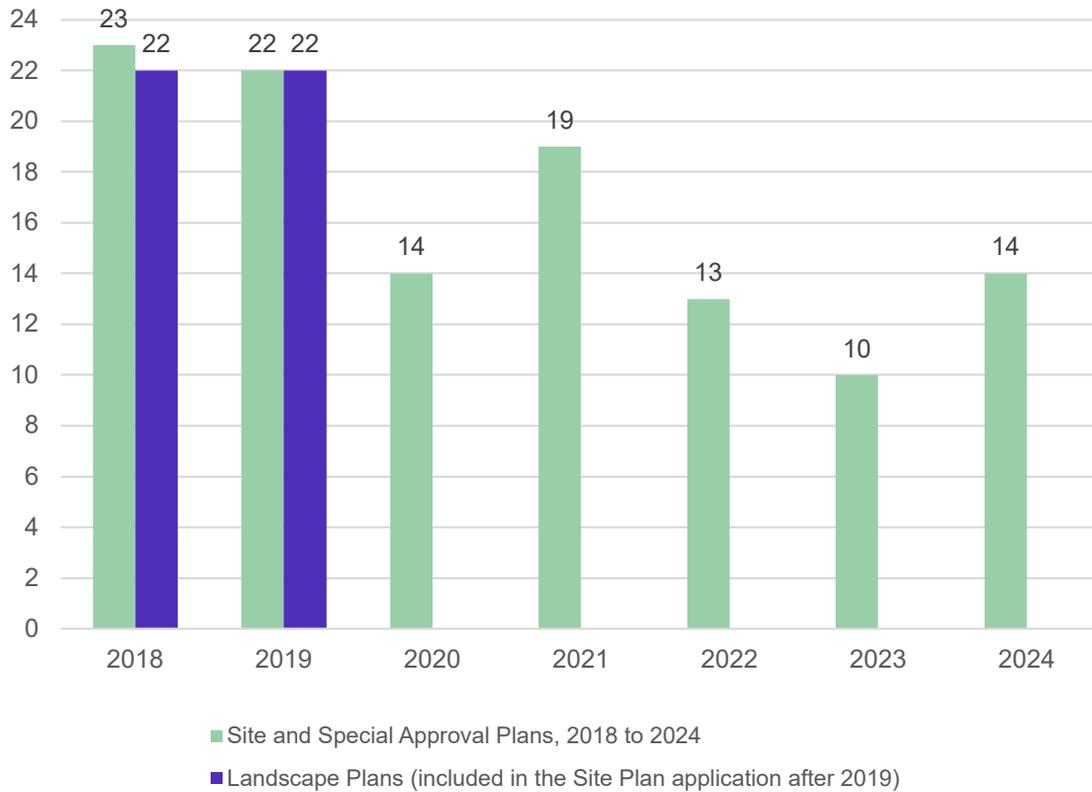


Table 7. Site Plans by Decision Type, 2024

Decision	Number
Approved by PC	5
Recommended to City Council	2
Denied by PC	0
Withdrawn prior to PC or incomplete	3
<b>Total</b>	<b>10</b>

Figure 4. Site and Special Approval Plans by Decision Type, 2024

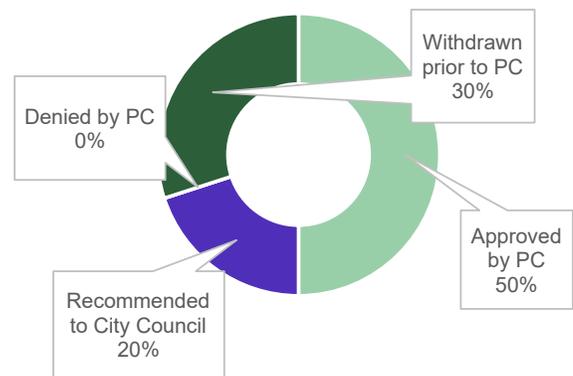


Table 8. Special Approval Plans by Decision Type, 2024

Decision	Number
Approved by PC	1
Withdrawn prior to PC	1
<b>Total</b>	<b>2</b>

## Lot Splits, Rezoning, and Zoning Text Amendments

**Table 9. Lot Splits, 2024**

Lot Split #	Parcel ID	Description	Petitioner	PC Approval Date	Assessing Approval
LS 1, 2024 Rec'd	33-202-043	Split one parcel into 2. 34037 W. Nine Mile Rd.	Eraldo Leda	PC approved 4-18-2024	
LS 2, 2024	36-329-030	Split one into 2, 21308 Waldron	Mansoor Habib	5-16-24, approved by PC subject to variance	
LS 3, 2024 Rec'd 7-11-24	30-127-033	Split one into 2, 24000 Research Dr.	Mark Bolitho JCA	PC approved 8-15- 2024	
LS 4, 2024 Rec'd 9-19-2024	35-402-056 & 057	Split 2 parcels into 3 parcels	Terry Sever	PC approved 10- 17-2024	
LS 5, 2024 Rec'd 10-18-24	17-201-014	Split Twelve Mile Parcel near Investment Dr into 2	Anthony G. Antone	PC approved 11- 21-2024	

**Table 10. Rezoning Requests, 2024**

Request #	Location	Parcel ID	From / To	Proponent
ZR 1-1-2024 Rec'd, (4-22-2024 CC Denied)	31118 Orchard Lake Rd., 31130 Orchard Lake	02-103-025	P-1 to B-3	Mannik & Smith Group, LLC App incomplete
ZR 3-3-2024 Rec'd 3-18-24 (5-16-2024 PC approved)	22595 Middlebelt, N. of Astor	26-480-046	P-1 to RA-4	Rane Jappaya
ZR 4-3-2024 Rec'd 3-18-24 (6-20-2024 Withdrawn)	27815 Middlebelt Rd.	11-477-109, 014 & 013	RC-2 to B-3	SkilkenGold Real Estate Dev. Kareem Amr

**Table 11. Zoning Text Amendments, 2024**

Zoning Text Amendment #	Results	Proposed Amendment
ZTA 1, 2024	PC approved 4-18-2024 City Council approved 6-24-2024	An ordinance to amend the farmington hills code of ordinances, chapter 34, "zoning," article 5.0, "site standards," section 5.5, "signs," to include a new subsection 3.a.ix.h addressing the area of electronic display areas.
ZTA 2, 2024	PC approved 10-17-2024 City Council approved 12-09-2024	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.
ZTA 3, 2024	Continuing in 2025	OS -4 Parking Standards, Sec. 34-3.9.
ZTA 4, 2024	Continuing in 2025	34-2.2 and 34-3.1.24 Amend Zoning Ordinance to revise definition of restaurant, drive-in; add definition of commercial outdoor recreation space; and delete reference to automobile service center and replace with automobile repair.

Figure 5. Lot Splits, Rezoning, and Zoning Text Amendments, 2017 to 2024

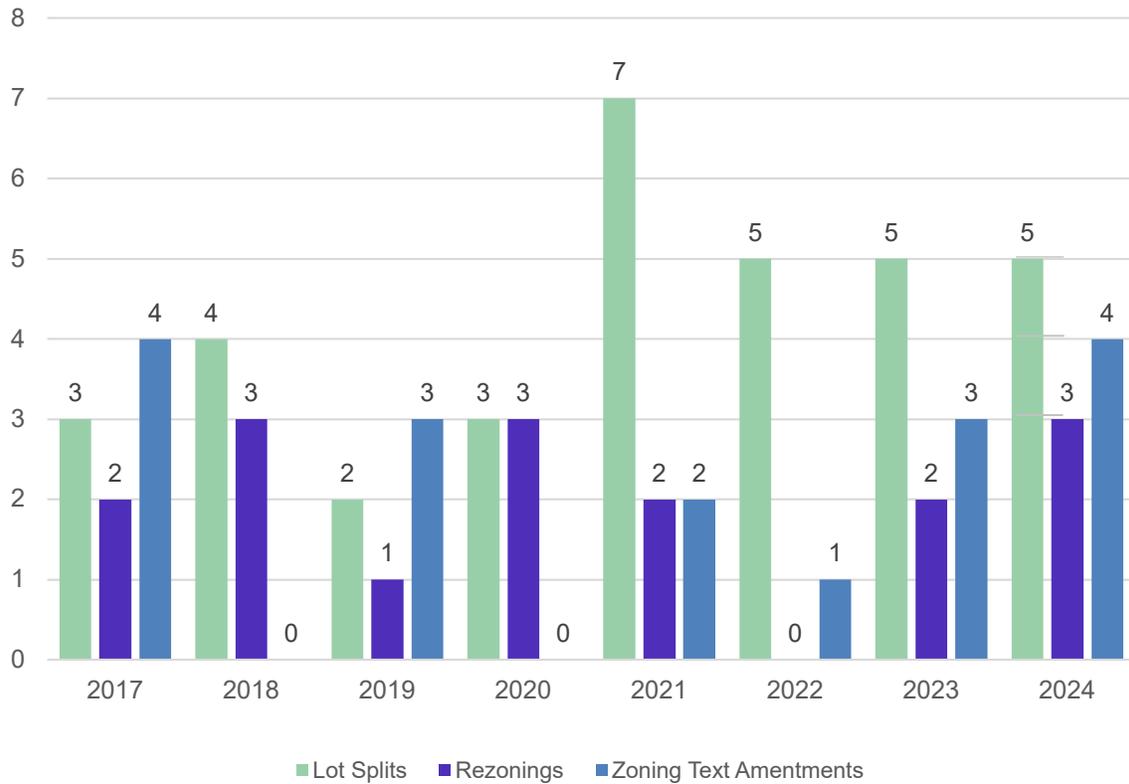


Table 12. Lot Splits, Rezoning, and Zoning Text Amendments, 2017 to 2024

Year	Lot Splits	Zoning Text Amendments	Rezoning
2017	3	2	4
2018	4	0	3
2019	2	3	1
2020	3	0	3
2021	7	2	2
2022	5	1	0
2023	2	3	2
2024	5	4	3

Table 13. Lot Splits by Decision Type, 2024

Decision	Number
Approved by PC	5
Denied by PC	0
<b>Total</b>	<b>5</b>

Table 14. Rezoning Requests by Decision Type, 2024

Decision	Number
Approved by PC	1
Denied by PC	1
Withdrawn prior to PC	1
<b>Total</b>	<b>3</b>

Table 15. Zoning Text Amendments by Decision Type, 2024

Decision	Number
Approved by PC	2
Denied by PC	0
<b>Total</b>	<b>2</b>

## Planned Unit Development (PUD) Plans and Qualifications

**Table 16. Planned Unit Development Plans, 2024**

PUD Plan #	Section	Description	Zoning	Approved / Denied	Proponent
<b>Amend PUD 1, 2021, inc. SP 54-2-2021</b>	15-201-270	31525 Twelve Mile, Conversion of hotel building into independent living facility in ES	ES	PC Approved 5-17-2024. Revised Agreement approved by CC	Farmington Hills Real Estate, LLC
<b>PUD 1, 2024, SP 54-7-2024</b>	11-477-109, 013, 014	27815 & 28025 Middlebelt Rd. Fuel Station, restaurant with carry-out & drive thru	RC-2	PC Recommended to CC 11-21-2024	Kareem Amr, Skilken-Gold Real Estate
<b>PUD-2-2024 Received 8-19-2024</b>	(11-201-020, 021, 002 & 001) (11-201-004, 005, 006)	South side of Thirteen Mile, .04 miles from Middlebelt. The Tabernacle for Detroit Baptist Mannor and Mulberry Park MOBI Investment	RA-1	PC Recommended to CC 11-21-2024	Steven Schafer
<b>Amend PUD 1-2015</b>	22-23-36-404-010	28050 Grand River, Botsford/Corwell signs	SP	PC Recommended to CC on 11-21-2024	Signworks of MI, Inc.
<b>Amend PUD 2-2021, including SP 59-5-2022</b>	12-476-008	27400 Twelve Mile, replace skilled nursing with one-family detached dwelling	RA-1B	Approved by PC 12-19-2024	Robertson Brothers

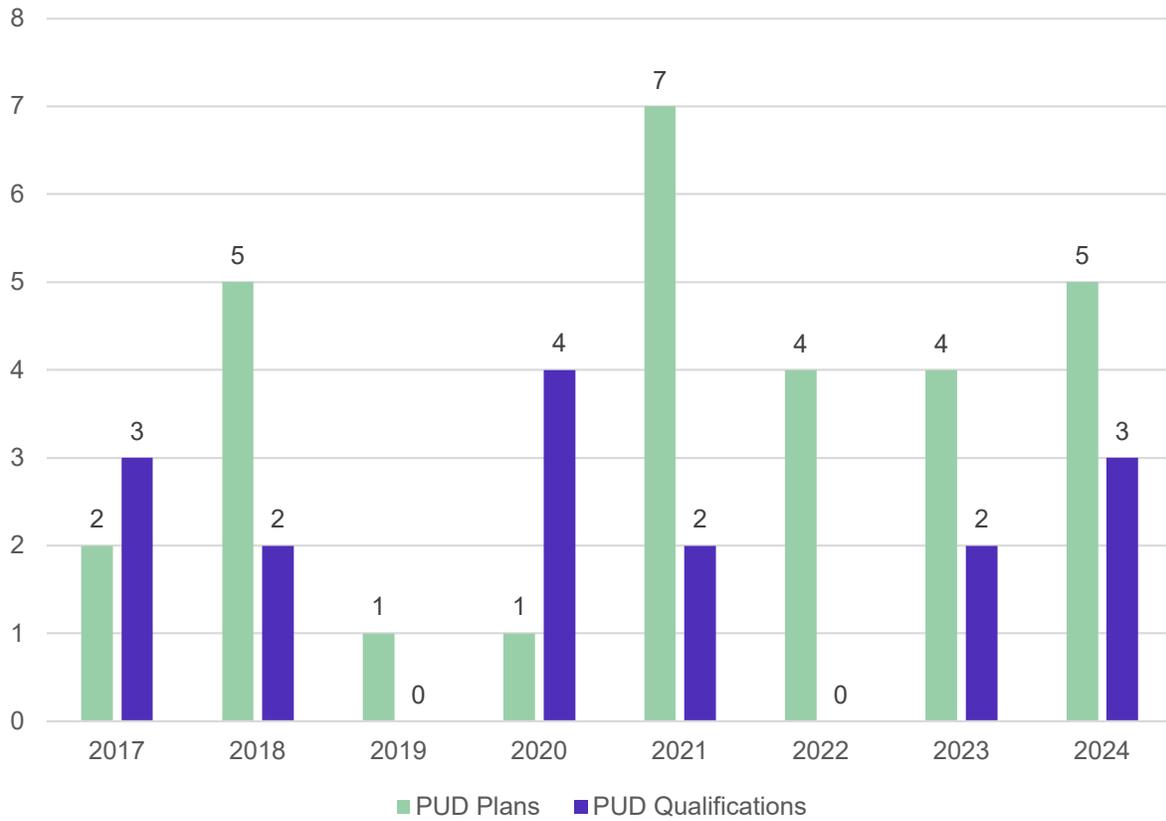
**Table 17. Planned Unit Development Options or Qualifications, 2024**

PUD Plan #	Section	Description	Zoning	Approved / Denied	Proponent
<b>PUD Q 1, 2024 Rec'd 2-20-24</b>	11-201-004, 005, 006	29915, 29905 & 29845 Thirteen Mile	RA-1	Qualified by PC 4-18-2024	Steven Schafer
<b>PUD Q 2, 2024 Rec'd 5-21-24</b>	11-477-013, 014 & 109	27815 & 28025 Middlebelt	RC-2	Qualified by PC 6-20-2024	SkilkenGold Estate Development
<b>PUD Q 3, 2024</b>	12-376-035	29150 Twelve Mile	RA-1A	Qualified by PC 10-17-2024	Schafer Development

**Table 18. Planned Unit Development Plans and Qualifications, 2017 to 2024**

Year	PUD Plans	PUD Qualifications
2017	2	3
2018	5	2
2019	1	0
2020	1	4
2021	7	2
2022	4	0
2023	4	2
2024	5	3

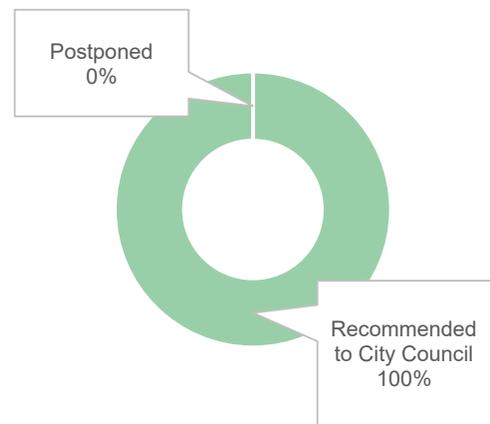
**Figure 6. Planned Unit Development Plans and Qualifications Presented to the Planning Commission, 2017 to 2024**



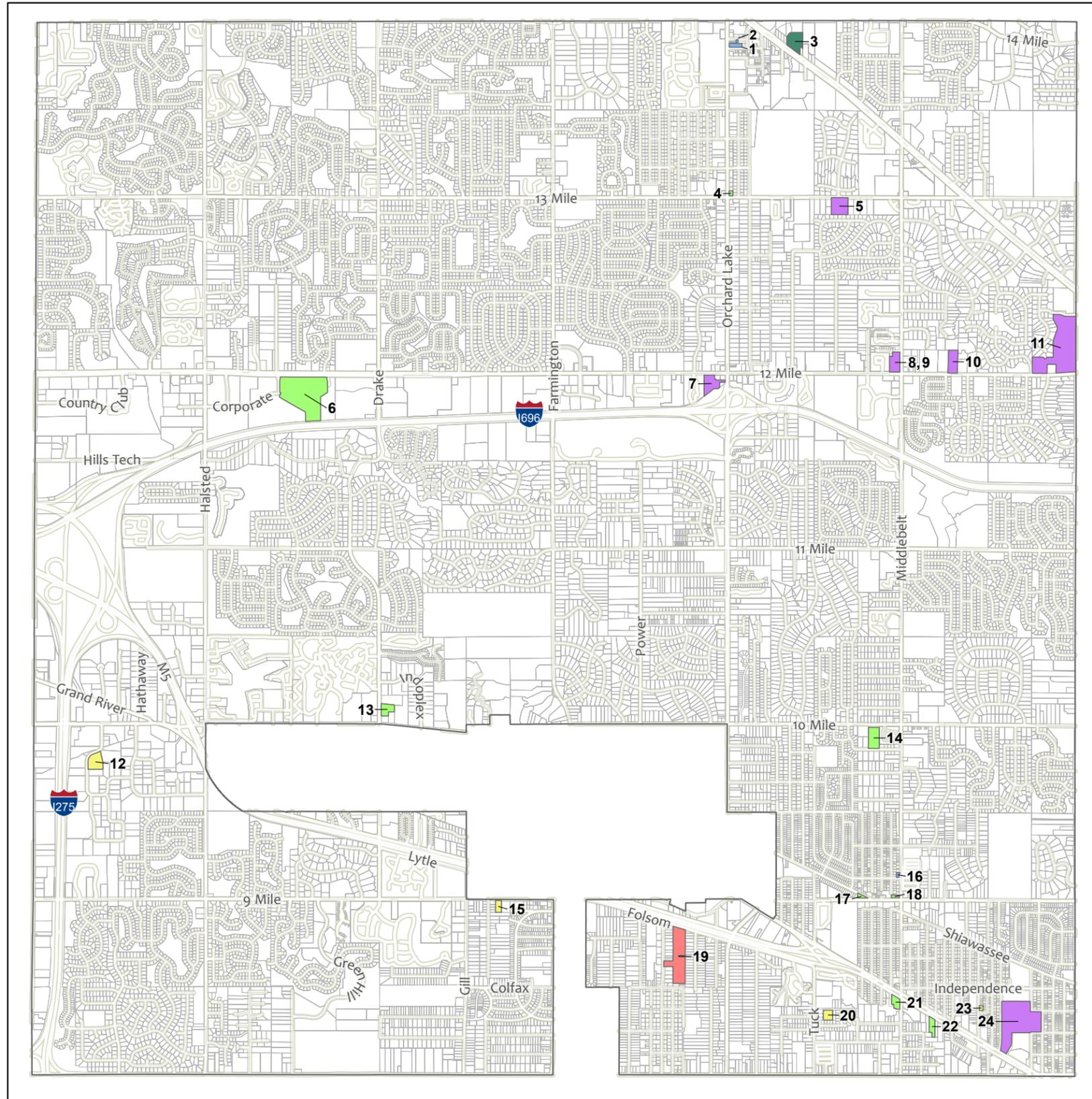
**Table 19. Planned Unit Development Plans, 2024**

Decision	Number
Recommended to City Council	5
Postponed	0
<b>Total</b>	<b>5</b>

**Figure 7. Planned Unit Development Plans, 2024**

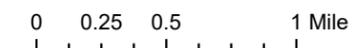


Map 1. Map of Development Reviews in Farmington Hills, 2024



Name	Type	CaseNo
19 The Forest at Riverwalk	Cluster Development	CU 1, 2023
12 JCA LLC Split	Lot Split	Lot Split 3, 2024
20 Kentfield Lot Split	Lot Split	LS 4, 2024
23 Mansoor Habib Lot Split	Lot Split	Lot Split 2, 2024
15 Nine Mile Lot Split	Lot Split	Lot Split 1, 2024
24 Corwell Signs - PUD Amendment	Planned Unit Development	PUD 1, 2015
7 Manor Senior Living - PUD Amendment	Planned Unit Development	PUD 1, 2021
11 Sarah Fisher - PUD Amendment	Planned Unit Development	PUD 2, 2021
9 Sheetz PUD	Planned Unit Development	PUD 1, 2024
5 Tabernacle/Mulberry Park	Planned Unit Development	PUD 2, 2024
10 Yousif Property Townhomes	Planned Unit Development	PUD 3, 2024
16 Middlebelt & Astor Rezoning Request	Rezoning	ZR 3-3-2024
2 Rezoning	Rezoning	ZR 2-1-2024
8 Rezoning	Rezoning	ZR 4-3-2024
1 Rezoning Review	Rezoning	ZR-1-1-2024
6 Day Care	Site Plan Review	60-10-2024
22 Haddad Car Dealership	Site Plan Review	53-7-2024
17 Indoor Used Car Sales	Site Plan Review	SP 51-1-2024
13 Jax Car Wash	Site Plan Review	SP59-9-2024
4 Naserdeen Gas Station Renovation	Site Plan Review	58-9-2024
18 Sarout Gas Station Addition	Site Plan Review	62-12-2024
21 Sheetz No. 2	Site Plan Review	
14 Tawheed Center Addition	Site Plan Review	55-8-2024
3 Heritage Hills & Westlake Batch Plant	Special Land Use	52-3-2024

# 2024 Development Reviews City of Farmington Hills





## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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**DATE: 3/24/2025**

**DEPT: Public Services**

**RE: Approval of the Agreement with the Michigan Department of Transportation (MDOT) for safety improvements funded by the 2025 Highway Safety Improvement Program.**

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### **ADMINISTRATIVE SUMMARY**

- In the fall of 2023, the City of Farmington Hills was awarded funding through MDOT's 2025 Highway Safety Program to modernize and upgrade traffic signals at the intersections of 13 Mile/Farmington, 13 Mile/Halsted and 11 Mile/Halsted as well as sign installations/improvements along the Halsted Road and 13 Mile Road corridors.
- The design was recently completed, and bids were received through the MDOT bid letting process on March 7, 2025.
- The construction cost as submitted by the low bidder, Rauhorn Electric, Inc. is \$1,311,069. This is slightly over the Engineer's Estimate of \$1,249,405. Grant funding is available in the amount of \$750,000, leaving the City responsible for the remainder, totaling approximately \$561,069.
- In-order to move forward with this grant subsidized project, MDOT requires that a formal agreement be approved by City Council. This is consistent with previous federal projects.
- These improvements are expected to be completed during the summer and fall of 2025.
- The Engineering Division has reviewed the standard language of the contract, and it is recommended that the City enter into this Agreement with MDOT.

### **RECOMMENDATION**

IT IS RESOLVED, that the City of Farmington Hills authorize the City Manager and City Clerk to sign and enter into cost participation agreement No. 25-5597 with the Michigan Department of Transportation as part of the 2025 Highway Safety Program.

# # #

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

## Engineer's Opinion of Costs

**Project Number:** 220119  
**Estimate Number:** 1: GI Submittal  
**Project Type:** Miscellaneous  
**Location:** City of Farmington Hills  
**Description:** Signal Modernization and Signing Upgrades

**Project Engineer:** Lia Michaels, P.E.  
**Date Created:** 8/27/2024  
**Date Edited:** 11/5/2024  
**Fed/State #:**  
**Fed Item:**  
**Control Section:** 63000

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
<b>Category: 0001 Participating</b>						
0001	1077060	_ Reimbursed Permit Fees	22,600.000	Dir	\$1.00	\$22,600.00
0002	1100001	Mobilization, Max	1.000	LSUM	\$113,600.00	\$113,600.00
0003	2040020	Curb and Gutter, Rem	349.000	Ft	\$25.00	\$8,725.00
0004	2040050	Pavt, Rem	2.000	Syd	\$10.00	\$20.00
0005	2040055	Sidewalk, Rem	568.000	Syd	\$15.00	\$8,520.00
0006	2040080	Exploratory Investigation, Vertical	250.000	Ft	\$30.00	\$7,500.00
0007	2050016	Excavation, Earth	11.000	Cyd	\$30.00	\$330.00
0008	2087050	_ Erosion Control, Inlet Protection, Fabric Drop, RCO	9.000	Ea	\$170.00	\$1,530.00
0009	3020001	Aggregate Base	10.000	Ton	\$28.00	\$280.00
0010	4037050	_ DPW Structure Cover, Adj, Case 1	1.000	Ea	\$1,000.00	\$1,000.00
0011	5010005	HMA Surface, Rem	110.000	Syd	\$7.00	\$770.00
0012	5010025	Hand Patching	49.000	Ton	\$130.00	\$6,370.00
0013	6020104	Conc Pavt, Nonreinf, 8 inch	2.000	Syd	\$60.00	\$120.00
0014	6030030	Lane Tie, Epoxy Anchored	19.000	Ea	\$5.00	\$95.00
0015	8020035	Curb and Gutter, Conc, Det F1	13.000	Ft	\$26.00	\$338.00
0016	8020036	Curb and Gutter, Conc, Det F2	174.000	Ft	\$22.00	\$3,828.00
0017	8020038	Curb and Gutter, Conc, Det F4	22.000	Ft	\$35.00	\$770.00
0018	8030030	Curb Ramp Opening, Conc	140.000	Ft	\$50.00	\$7,000.00
0019	8037001	_ Detectable Warning Surface, RCO	131.000	Ft	\$50.00	\$6,550.00
0020	8037010	_ Curb Ramp, Conc, 6 inch, Modified	473.000	Sft	\$10.00	\$4,730.00
0021	8037010	_ Sidewalk, Conc, 4 inch, Modified	3,721.000	Sft	\$6.00	\$22,326.00
0022	8037010	_ Sidewalk, Conc, Integral Curb, 4 inch, Modified	447.000	Sft	\$32.00	\$14,304.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0023	8100371	Post, Steel, 3 pound	666.000	Ft	\$8.00	\$5,328.00
0024	8100403	Sign, Type III, Rem	17.000	Ea	\$20.00	\$340.00
0025	8100404	Sign, Type IIIA	72.000	Sft	\$22.00	\$1,584.00
0026	8100405	Sign, Type IIIB	208.000	Sft	\$18.00	\$3,744.00
0027	8100425	Sign, Type VB	8.000	Sft	\$22.00	\$176.00
0028	8100613	Reflective Panel for Permanent Sign Support, 3 foot	40.000	Ea	\$21.00	\$840.00
0029	8100616	Reflective Panel for Permanent Sign Support, 6 foot	2.000	Ea	\$32.00	\$64.00
0030	8102010	Ground Mtd Sign Support, Rem	11.000	Ea	\$40.00	\$440.00
0031	8110041	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	585.000	Ft	\$10.00	\$5,850.00
0032	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	369.000	Ft	\$12.00	\$4,428.00
0033	8110056	Pavt Mrkg, Ovly Cold Plastic, Bike	4.000	Ea	\$130.00	\$520.00
0034	8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	18.000	Ea	\$135.00	\$2,430.00
0035	8110071	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	5.000	Ea	\$135.00	\$675.00
0036	8110155	Pavt Mrkg, Sprayable Thermopl, 6 inch, White	2,485.000	Ft	\$1.00	\$2,485.00
0037	8110156	Pavt Mrkg, Sprayable Thermopl, 6 inch, Yellow	3,070.000	Ft	\$1.00	\$3,070.00
0038	8110343	Rem Spec Mrkg	2,601.000	Sft	\$2.50	\$6,502.50
0039	8120026	Pedestrian Type II Barricade, Temp	8.000	Ea	\$150.00	\$1,200.00
0040	8120035	Channelizing Device, 42 inch, Fluorescent, Furn	50.000	Ea	\$25.00	\$1,250.00
0041	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	50.000	Ea	\$1.00	\$50.00
0042	8120140	Lighted Arrow, Type C, Furn	2.000	Ea	\$1,000.00	\$2,000.00
0043	8120141	Lighted Arrow, Type C, Oper	2.000	Ea	\$50.00	\$100.00
0044	8120170	Minor Traf Devices	1.000	LSUM	\$42,000.00	\$42,000.00
0045	8120210	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	5,555.000	Ft	\$1.00	\$5,555.00
0046	8120350	Sign, Type B, Temp, Prismatic, Furn	100.000	Sft	\$6.00	\$600.00
0047	8120351	Sign, Type B, Temp, Prismatic, Oper	100.000	Sft	\$1.00	\$100.00
0048	8120370	Traf Regulator Control	1.000	LSUM	\$22,000.00	\$22,000.00
0049	8167011	_ Turf Establishment	850.000	Syd	\$10.00	\$8,500.00
0050	8182047	Conduit, DB, 1, 1 1/4 inch	829.000	Ft	\$25.00	\$20,725.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0051	8182050	Conduit, DB, 1, 3 inch	173.000	Ft	\$35.00	\$6,055.00
0052	8182053	Conduit, DB, 2, 3 inch	254.000	Ft	\$27.00	\$6,858.00
0053	8182056	Conduit, DB, 3, 3 inch	171.000	Ft	\$60.00	\$10,260.00
0054	8182057	Conduit, DB, 3, 4 inch	39.000	Ft	\$80.00	\$3,120.00
0055	8182209	Cable Pole, TS and Sec, Disman	9.000	Ea	\$210.00	\$1,890.00
0056	8182238	Cable, Sec, 600V, 1, 3/C#6	750.000	Ft	\$7.00	\$5,250.00
0057	8182328	Hh, Adj	2.000	Ea	\$390.00	\$780.00
0058	8182330	Hh, Rem	14.000	Ea	\$250.00	\$3,500.00
0059	8182366	Serv Disconnect	3.000	Ea	\$1,300.00	\$3,900.00
0060	8182367	Serv Disconnect, Rem	3.000	Ea	\$180.00	\$540.00
0061	8182387	Wood Pole, Fit Up, TS Cable Pole	3.000	Ea	\$600.00	\$1,800.00
0062	8187001	_ Conduit, Directional Bore, 1, 1 1/4 inch, RCO	27.000	Ft	\$20.00	\$540.00
0063	8187001	_ Conduit, Directional Bore, 2, 3 inch, RCO	841.000	Ft	\$35.00	\$29,435.00
0064	8187050	_ Hh, Round, 2 foot Dia, RCO	21.000	Ea	\$1,500.00	\$31,500.00
0065	8187050	_ Hh, Round, 3 foot Dia, RCO	3.000	Ea	\$2,500.00	\$7,500.00
0066	8200020	Case Sign, Rem	10.000	Ea	\$150.00	\$1,500.00
0067	8200029	Case Sign (LED), One Way, 24 inch by 30 inch	2.000	Ea	\$2,000.00	\$4,000.00
0068	8200030	Controller and Cabinet, Rem	3.000	Ea	\$300.00	\$900.00
0069	8200045	Controller Fdn, Base Mtd	3.000	Ea	\$2,500.00	\$7,500.00
0070	8200046	Controller Fdn, Rem	2.000	Ea	\$600.00	\$1,200.00
0071	8200050	Global Positioning System Module	3.000	Ea	\$500.00	\$1,500.00
0072	8200055	Digital Loop Detector	11.000	Ea	\$750.00	\$8,250.00
0073	8200065	Fdn, Rem	2.000	Ea	\$800.00	\$1,600.00
0074	8200105	Pedestal, Fdn	9.000	Ea	\$1,100.00	\$9,900.00
0075	8200106	Pedestal Fdn, Rem	7.000	Ea	\$275.00	\$1,925.00
0076	8200110	Pedestal, Rem	7.000	Ea	\$150.00	\$1,050.00
0077	8200122	Pushbutton, Rem	12.000	Ea	\$120.00	\$1,440.00
0078	8200128	Push Button Station and Sign	24.000	Ea	\$1,000.00	\$24,000.00
0079	8200140	Span Wire	16.000	Ea	\$1,250.00	\$20,000.00
0080	8200141	Span Wire, Rem	3.000	Ea	\$200.00	\$600.00
0081	8200142	Span Wire Tether	16.000	Ea	\$1,800.00	\$28,800.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0082	8200145	Steel Pole, Rem	2.000	Ea	\$500.00	\$1,000.00
0083	8200170	Traf Loop	42.000	Ea	\$1,500.00	\$63,000.00
0084	8200175	TS, Bracket Arm Mtd, Rem	5.000	Ea	\$150.00	\$750.00
0085	8200179	TS, Pedestal Mtd, Rem	3.000	Ea	\$150.00	\$450.00
0086	8200180	TS, Pedestrian, Bracket Arm Mtd, Rem	5.000	Ea	\$150.00	\$750.00
0087	8200181	TS, Pedestrian, Pedestal Mtd, Rem	7.000	Ea	\$150.00	\$1,050.00
0088	8200182	TS, Span Wire Mtd, Rem	12.000	Ea	\$150.00	\$1,800.00
0089	8200240	Pedestrian Signal System, Accessible	3.000	Ea	\$4,000.00	\$12,000.00
0090	8200313	TS, One Way Span Wire Mtd (LED)	22.000	Ea	\$1,200.00	\$26,400.00
0091	8200314	TS, One Way Span Wire Mtd, FYA (LED)	10.000	Ea	\$1,400.00	\$14,000.00
0092	8200315	TS, One Way Span Wire Mtd, Five Sect (LED)	2.000	Ea	\$1,750.00	\$3,500.00
0093	8200336	TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown	2.000	Ea	\$1,200.00	\$2,400.00
0094	8200339	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown	3.000	Ea	\$1,500.00	\$4,500.00
0095	8200345	TS, Pedestrian, One Way Pedestal Mtd (LED) Countdown	2.000	Ea	\$1,500.00	\$3,000.00
0096	8200347	TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown	7.000	Ea	\$1,500.00	\$10,500.00
0097	8200376	Bracket, Truss, with 12 foot Arm	1.000	Ea	\$1,500.00	\$1,500.00
0098	8200464	Strain Pole, Steel, 6 bolt, Size 1B	4.000	Ea	\$10,000.00	\$40,000.00
0099	8200468	Strain Pole, Steel, 6 bolt, Size 4	8.000	Ea	\$12,000.00	\$96,000.00
0100	8200470	Strain Pole Fdn, 6 Bolt	243.000	Ft	\$550.00	\$133,650.00
0101	8200480	Casing	196.000	Ft	\$250.00	\$49,000.00
0102	8207050	_ Antenna, Delivered, RCOC	3.000	Ea	\$2,000.00	\$6,000.00
0103	8207050	_ Backplate, TS, RCOC	34.000	Ea	\$200.00	\$6,800.00
0104	8207050	_ Cabinet, ITS Type, Delivered, RCOC	3.000	Ea	\$10,000.00	\$30,000.00
0105	8207050	_ Cabinet, ITS Type, RCOC	3.000	Ea	\$10,000.00	\$30,000.00
0106	8207050	_ Camera, Traf Monitoring, Salv, RCOC	1.000	Ea	\$1,000.00	\$1,000.00
0107	8207050	_ Camera, Traf Monitoring, Rem, RCOC	1.000	Ea	\$200.00	\$200.00
0108	8207050	_ Cellular Router, 4/5G, Delivered, RCOC	3.000	Ea	\$2,000.00	\$6,000.00
0109	8207050	_ Controller, Digital Type, Delivered, Modified, RCOC	3.000	Ea	\$8,000.00	\$24,000.00
0110	8207050	_ Pedestal, Alum, RCOC	9.000	Ea	\$1,000.00	\$9,000.00
0111	8207050	_ Pushbutton Support Post, RCOC	24.000	Ea	\$800.00	\$19,200.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0112	8207050	_ St Name Sign, Illuminated, Bracket Arm, RCOC	12.000	Ea	\$1,000.00	\$12,000.00
0113	8207050	_ St Name Sign, Illuminated, Two Way, 6 foot, RCOC	6.000	Ea	\$3,000.00	\$18,000.00
0114	8207050	_ St Name Sign, Illuminated, Two Way, 8 foot, RCOC	6.000	Ea	\$3,500.00	\$21,000.00

**Category 0001 Total: \$1,249,405.50**

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Line	Pay Item	Description	Quantity	Units	Unit Price	Total
<b>Estimate Total: \$1,249,405.50</b>						

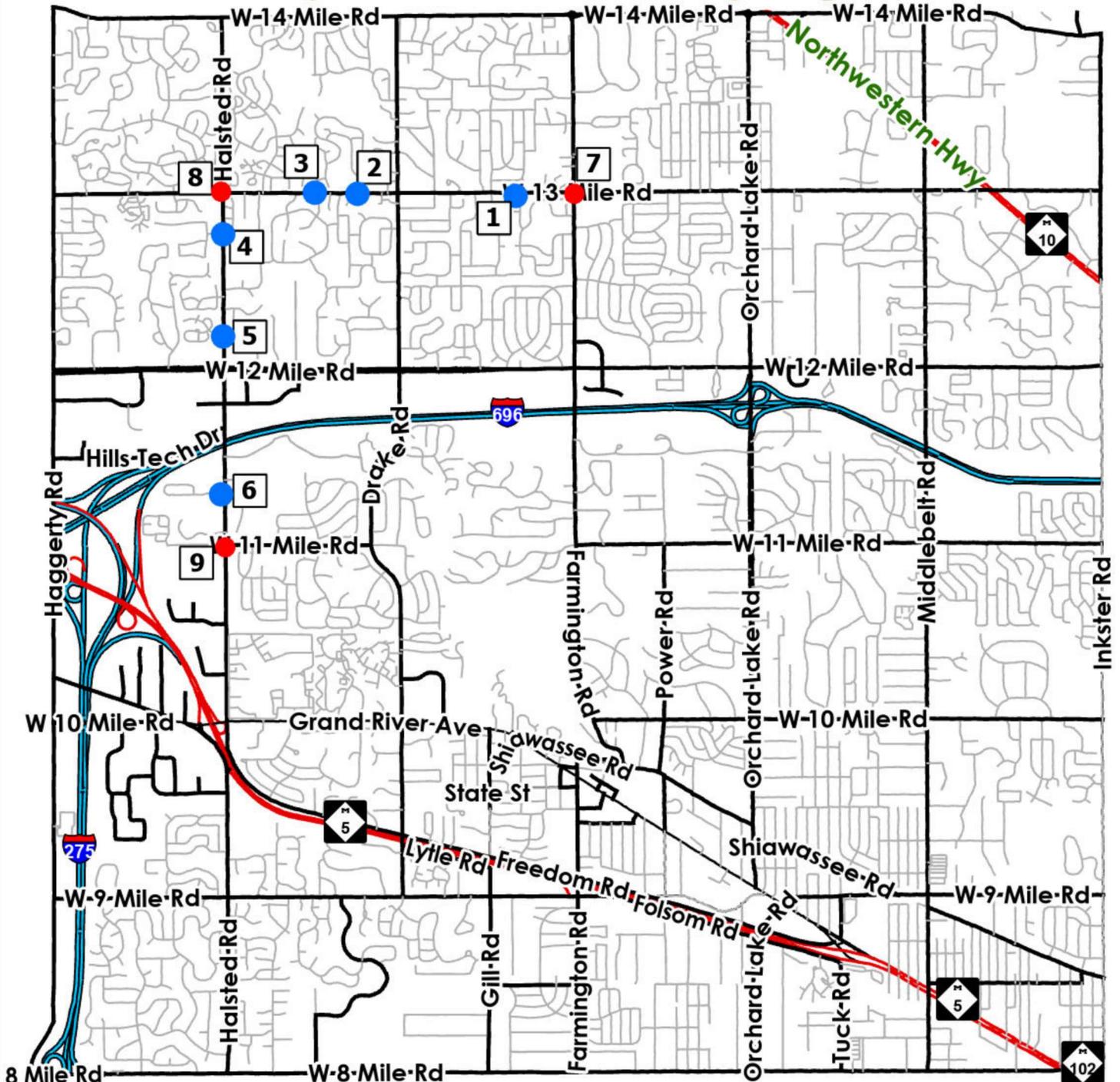
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# City of Farmington Hills Department of Public Services 2025 Safety Projects



## Traffic Signal Modernizations & Sign Improvements



- Sign Improvements:
- 1. 13 Mile/New Bradford
- 2. 13 Mile/Fox Club
- 3. 13 Mile/Andover
- 4. Halsted/St. Andrew
- 5. Halsted/Burton
- 6. Halsted/Carson

- Traffic Signal Modernization:
- 7. 13 Mile/Farmington
- 8. 13 Mile/ Halsted
- 9. 11 Mile/Halsted

HSIP

DA

Control Section	HSIP 63000
Job Number	220119CON
Project	25A0236
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5597

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF FARMINGTON HILLS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Farmington Hills, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 24, 2025, attached hereto and made a part hereof:

Signal modernization, permanent signing upgrades and pavement markings along 13 Mile Road at Farmington Road, at Halsted Road, at Fox Club Drive, at New Bradford Drive and at Andover Boulevard; along Halsted Road at 11 Mile Road, at Carson Street, at Burton Drive and at St. Andrews; including steel strain poles, controllers and cabinets, countdown pedestrian signals, pushbuttons, backplates, traffic monitoring cameras, concrete curb and gutter, sidewalks curb ramps and reflective sheeting on sign posts; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY SAFETY IMPROVEMENT PROGRAM

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WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$750,000 or (2) an amount such that 90 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

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9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate

control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor,  
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vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF FARMINGTON HILLS

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
*for* Department Director MDOT

By \_\_\_\_\_  
Title:



January 24, 2025

EXHIBIT I

CONTROL SECTION	HSIP 63000
JOB NUMBER	220119CON
PROJECT	25A0236

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$1,249,410
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,249,410
Less Federal Funds*	<u>\$ 750,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 499,410

\*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
        - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
        - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
  - 3. Modification Or Construction Of Railroad Facilities
    - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
    - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
  - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

### MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B  
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## APPENDIX C

### TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

#### Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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**DATE:** 03/24/2025

**DEPT:** Department of Public Services

**RE:** Consideration of Award of Contract for the North Industrial Drive  
Reconstruction Project

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### ADMINISTRATIVE SUMMARY

- In November 2018, voters approved the City Charter Amendment to transition to a Local Road Millage. This millage replaced the City's local road special assessment process for funding local road reconstruction.
- The City currently rates the paved public roads utilizing the Pavement Surface Evaluation and Rating (PASER) system which is a widely accepted system used throughout the country. Michigan's Transportation Asset Management Council has adopted the PASER system for measuring statewide pavement conditions in Michigan. This not only includes the residential streets in the City but also major roads and industrial roads.
- The City utilizes a PASER rating of 2.75 or less to qualify industrial roads and local roads for consideration of reconstruction. The paved road within the project area has an average PASER rating of 2.00, making the project a high priority candidate.
- North Industrial Drive is an industrial road. It will be reconstructed to industrial road standards with removal and replacement of the existing pavement surface and underlying stone base. New curb and gutter and underdrain will also be installed with this project, as well as some storm sewer improvements.
- The project was publicly advertised and competitively bid on the Michigan Intergovernmental Trade Network (MITN) e-procurement system. Notification was sent to over one thousand (1,000) vendors including two hundred eighteen (218) that hold the classification of minority owned, women owned, veteran owned, disabled, disadvantaged or service disabled.

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- Seven (7) bids were received on February 28, 2025 (see Bid Summary Sheet) and the lowest bidder who has demonstrated the ability to complete the work is Asphalt Specialists LLC. Their bid was in the amount of \$1,503,943.54.
  - The low bid is competitive with current market prices. Asphalt Specialists LLC has successfully completed similar projects for the City of Farmington Hills and their work has been satisfactory. Most recently they completed the paving as a subcontractor for the Quaker Valley project in 2024. They were also the prime contractor for a gravel road conversion on Belfast Street in 2020. Our consultant, Hubbell Roth & Clark has verified their references with other communities and found them to be positive and supportive of awarding this project. Based on our experience with Asphalt Specialists LLC., it is our opinion they can adequately perform the work as outlined in the contract.
  - Construction is anticipated to commence in April 2025 and be substantially completed by November 2025.
  - A mailing notice will be sent to all businesses and property owners within the project area that will include staff contact information, instructions for signing up for the project-specific Listserv, as well as "Frequently Asked Questions" for the project. The mailing will also provide a contact name and phone number for anyone requesting an over the phone consultation to address any further questions they may have. This information will also be posted to the City's website.
  - In an effort to assure that businesses and property owners are as informed as possible, an Open House meeting is typically held prior to the start of construction. North Industrial Drive has 8 commercial properties on site. Instead of hosting a formal Open House, we plan to reach out to each property owner to set up individual meetings if they would like to view the final construction plans and have their questions addressed.
  - To provide further outreach, a second mailing will be provided to all businesses and property owners prior to construction beginning to identify the Construction Inspector assigned to the project, his or her contact information and to identify the prime contractor that was awarded the contract.



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

**BID SUMMARY**

<b><u>CONTRACTOR</u></b>	<b><u>TOTAL</u></b>
Asphalt Specialists LLC Pontiac, MI	\$1,503,943.54
Main Street Contracting, Wayne, MI	\$1,627,699.94
Springline Excavating, LLC Farmington Hills, MI	\$1,598,118.69*
Fonson Company, Inc. Brighton, MI	\$1,543,834.39
Florence Cement Company, Inc. Shelby Twp, MI	\$1,644,159.69
Major Contracting Group Detroit, MI	\$1,898,609.94
Artisan Contracting Highland, MI	\$1,643,327.00

*Table Description: Summary of bid results for the North Industrial Drive Reconstruction. \* Indicates corrected total.*

**RECOMMENDATION**

- IT IS RESOLVED, the North Industrial Drive Reconstruction Project be awarded to the lowest competent bidder, Asphalt Specialists, LLC of Pontiac, Michigan, in the amount of \$1,503,943.54, and

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

Prepared by: Mirandi Alexander, Civil Engineer I  
 Reviewed by: James Cubera, P.E., City Engineer  
 Department Authorization: Jacob Rushlow, P.E., Director of Public Services  
 Approved by: Gary Mekjian, P.E., City Manager



March 12, 2025

City of Farmington Hills  
31555 W. Eleven Mile Road  
Farmington Hills, Michigan 48336

Attn: Mr. James Cubera, P.E., City Engineer

Re: Recommendation for Award  
North Industrial Drive Reconstruction

HRC Job No. 20240559

Dear Mr. Cubera:

HRC has reviewed the bids received on Friday, February 28, 2025, for the North Industrial Drive Reconstruction Project and found them to be in order. This project was bid as asphalt for the roadway material. There were seven (7) bids received. The bid calculations and totals have been reviewed and checked by the City. The low bidder was **Asphalt Specialists LLC**.

**Bid Summary List:**

1. Asphalt Specialists, LLC, Pontiac, MI	\$1,503,943.54
2. Fonson Company, Inc., Brighton, MI	\$1,543,834.39
3. Springline Excavating, Farmington Hills, MI	\$1,598,118.69
4. Main Street Contracting, Wayne, MI	\$1,627,699.94
5. Artisan Contracting, Highland, MI	\$1,643,327.00
6. Florence Cement Company, Shelby Township, MI	\$1,644,159.69
7. Major Contracting Group, Detroit, MI	\$1,898,609.94
8. Engineer's Estimate	\$1,984,264.50

**Hard Rock Concrete, Inc. Low Bid Summary:**

1. Total Base Low Bid was for the amount of **\$1,503,943.54**
2. Asphalt Specialists LLC. Base Bid was 24.2% below the Engineer's Estimate of \$1,984,264.50.

The North Industrial Drive Reconstruction project is a full pavement section reconstruction of the roadway including the following: removal of the existing pavement section, minor storm sewer improvements, installation of a new pavement section of 6-inch HMA pavement with concrete curb and gutter, 8-inch 21AA aggregate base course, underdrain, driveway approaches, and turf restoration.

Asphalt Specialists LLC., the low bidder, has submitted references projects with similar scope of work for the Village of Beverly Hills and City of Birmingham. Asphalt Specialists, LLC was the paving subcontractor on the City's recent Quaker Valley Subdivision Road Reconstruction project which took place during 2024. HRC has confirmed the following projects involving Asphalt Specialists, including two projects that involved HRC for the Villages of Beverly Hills and Grosse Pointe Shores:

1. Franklin Road Streetscape, Village of Franklin (2020-2021)
  - \$2.7 million – 1 mile streetscaping project including new sidewalk, concrete curb and gutter, mill and overlay of HMA roadway, pedestrian crossing, minor drainage improvements, stone retaining wall, streetlights, landscaping, and restoration.
  - The project had a delayed start due to COVID, but finished on time, based on a revised schedule.
  - The clean up was hit and miss. There were a few times extra nudging was required to get proper cleanup.



- No issues when it came to interactions with residents.
  - Extras were requested as extra scope by the Village.
  - Overall, the project was completed within budget.
2. 14 Mile Road Improvement Program, Village of Beverly Hills (2022)
    - \$1.5 million – 1 mile of HMA road reconstruction, with underdrain, minor drainage improvements, concrete residential driveway approaches, and new concrete sidewalk along the south side of the roadway. Part width construction maintaining one way traffic with a detour route.
    - Prime contractor; Springline Excavating was used as a subcontractor for this project.
    - Job was not completed on time; inspection crew days and liquidated damages were charged.
    - There were extras on the project, due to field issues that needed to be addressed as directed by the Engineer.
  3. Oxford Road Pavement and Utility Rehabilitation, Village of Grosse Pointe Shores (2022)
    - \$2.1 million – included partial road reconstruction for installation of new 12-inch sanitary sewer and pipe bursting of water main.
    - ASI was a subcontractor on the project responsible for edge drain installation, catch basins, grading, placement of aggregate, and HMA paving.
    - The installation of edge drain was slow and caused a delay in the overall project completion.
    - Extras due to claims for hitting underground electrical for streetlighting during edge drain installation.

The list below is Asphalt Specialists, LLC's subcontractors which was part of their bid submitted:

**Subcontractor Summary List:**

1. Springline Excavating LLC – Underground Work
2. Goretski Construction Co. – Concrete Work
3. Tyler Landscaping – Turf establishment

HRC has prior experience with Asphalt Specialists, LLC as identified above, as well as with key subcontractors Springline Excavating, LLC and Goretski previous projects for which they performed similar scope of work including the City's recent Eleven Mile Road Reconstruction project. HRC does not have prior experience with Tyler Landscaping.

Based on the research into past performance and information summarized herein, we feel that Asphalt Specialists, LLC is the lowest responsive bidder and recommend that the City consider awarding the North Industrial Drive Reconstruction project to them. Should the City find that all documents included in the bid proposal are in order, HRC supports the award of the North Industrial Drive Reconstruction project to Asphalt Specialists, LLC from Pontiac, MI in the amount of **\$1,503,943.54**, subject to the submission of the necessary bonds and insurance, which comply with the contract specifications.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



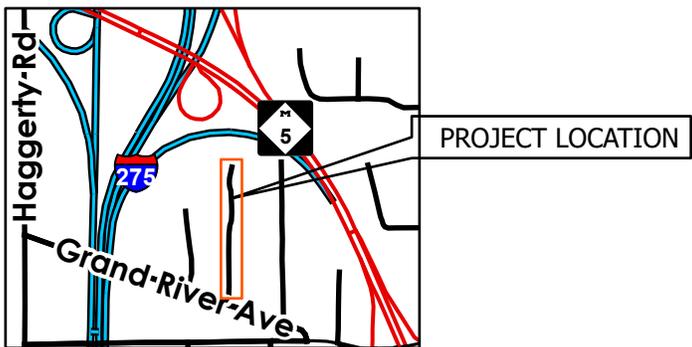
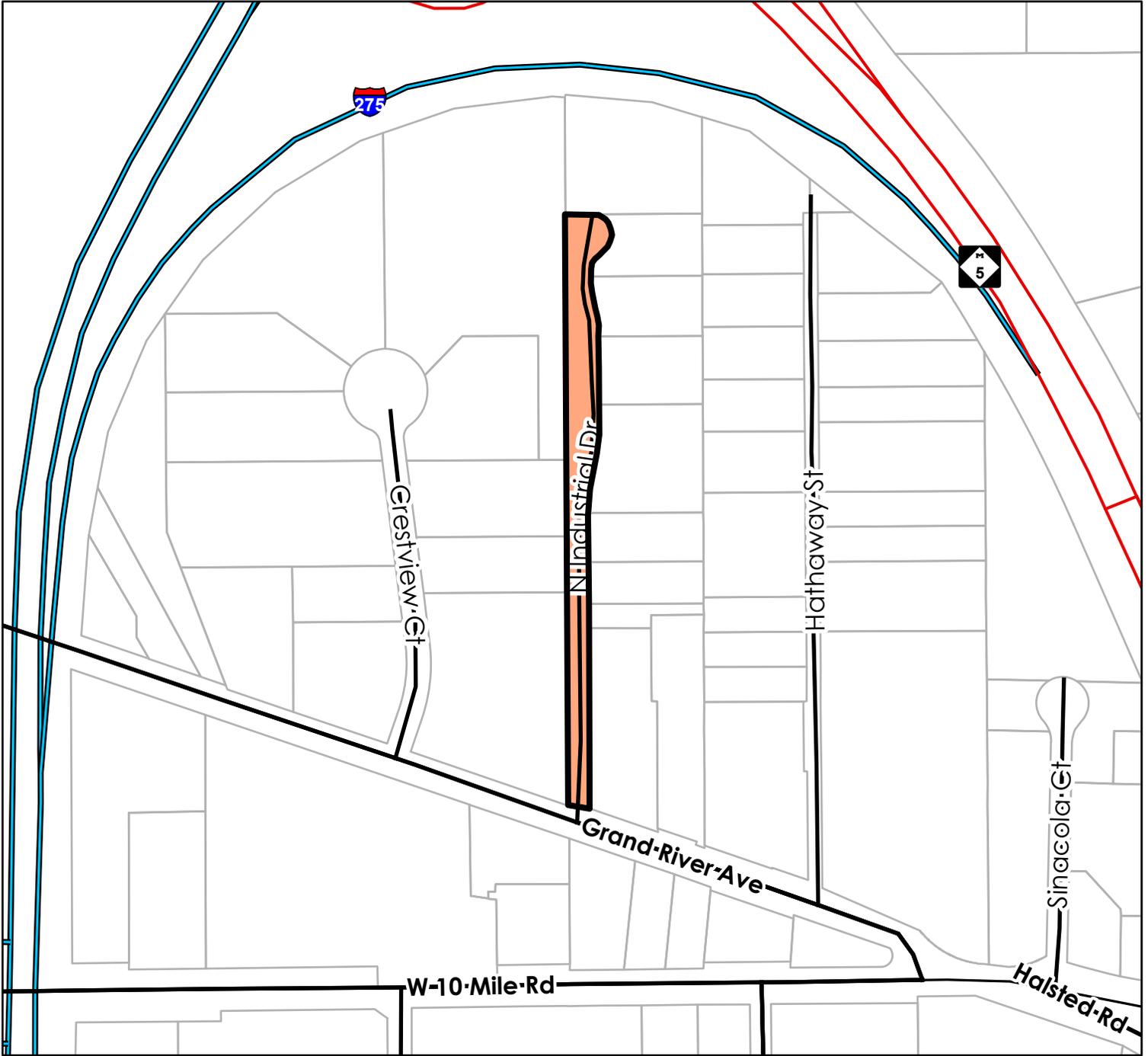
Charles T. Butler, P.E.  
Project Engineer



Andrea L. Pike, P.E.  
Associate



# City of Farmington Hills North Industrial Drive Reconstruction



Legend

 Road Reconstruction



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

---

**DATE:** 03/24/2025

**DEPT:** Department of Public Services

**RE:** Consideration of Award of Contract for the Edgehill Avenue Local Road Reconstruction Project

---

### ADMINISTRATIVE SUMMARY

- In November 2018, voters approved the City Charter Amendment to transition to a Local Road Millage. This millage replaced the City's local road special assessment process for funding local road reconstruction.
- The City currently rates the paved public roads utilizing the Pavement Surface Evaluation and Rating (PASER) system, which is a widely accepted system used throughout the country. Michigan's Transportation Asset Management Council has adopted the PASER system for measuring statewide pavement conditions in Michigan.
- The City utilizes a PASER rating of 2.75 or less to qualify local roads and subdivisions for consideration of reconstruction. During the last City-wide PASER survey conducted in 2023, the paved road had a PASER rating of 3.0. Current observations of the pavement condition indicate that the PASER rating is approaching a 2.0, making the project a high priority candidate for reconstruction.
- The existing asphalt roadway will be removed, and the road will be paved to public local road standards with a new asphalt surface on a new aggregate stone base. Drainage improvements will also be completed, which include new storm culverts under the road.
- The project was publicly advertised and competitively bid on the Michigan Intergovernmental Trade Network (MITN) e-procurement system. Notification was sent to over one thousand (1,000) vendors including two hundred twenty-two (222) that hold the classification of minority owned, women owned, veteran owned, disabled, disadvantaged or service disabled.

- 
- Nine (9) bids were received on February 28, 2025 (see Bid Summary Sheet) and the lowest bidder who has demonstrated the ability to complete the work is Nagle Paving Company. Their bid was in the amount of \$584,920.81.
  - The low bid is competitive with current market prices. Nagle Paving Company has previously completed many projects for the City of Farmington Hills. In 2024, they completed the Trestain Street Local Road Reconstruction Project as well as the local road rehabilitation projects in the Ramble Hills, Windwood Pointe, Oaklands, and Oak Hill subdivisions. They also completed multiple other local road rehabilitation projects for the City in 2022 and 2023. Based on past experience, it is our opinion they can adequately perform the work as outlined in the contract.
  - Construction is anticipated to commence in April 2025 and be substantially completed by November 2025.
  - A mailing notice will be sent to all residents and property owners within the project area that will include staff contact information, instructions for signing up for the project-specific Listserv, as well as “Frequently Asked Questions” for the project. The mailing will also provide a contact name and phone number for anyone requesting an over the phone consultation to address any further questions they may have. This information will also be posted to the City’s website.
  - In an effort to assure that residents and property owners are as informed as possible, an Open House meeting will be held prior to the start of construction. Residents and property owners will be invited to view the final construction plans and have their questions addressed by staff.
  - To provide further outreach, a second mailing will be provided to all residents and property owners prior to construction beginning to identify the Construction Inspector assigned to the project, his or her contact information, and to identify the prime contractor that was awarded the contract.



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

**BID SUMMARY**

<b><u>CONTRACTOR</u></b>	<b><u>TOTAL</u></b>
Nagle Paving Company Novi, MI	\$584,920.81*
F. Allied Construction Company, Inc. Clarkston, MI	\$596,909.20*
Fonson Company, Inc. Brighton, MI	\$603,094.31*
Springline Excavation, LLC Farmington Hills, MI	\$617,641.81
Asphalt Specialists LLC Pontiac, MI	\$621,374.00
Al’s Asphalt Paving Co. Taylor, MI	\$678,957.00
R & R Asphalt, Inc. Milford, MI	\$679,217.81
Florence Cement Company, Inc. Shelby Twp, MI	\$730,265.81
Major Contracting Group Lincoln Park, MI	\$998,772.31

*Table Description: Summary of bid results for the Edgehill Avenue Local Road Reconstruction Project.*

\* Indicates corrected total.

**RECOMMENDATION**

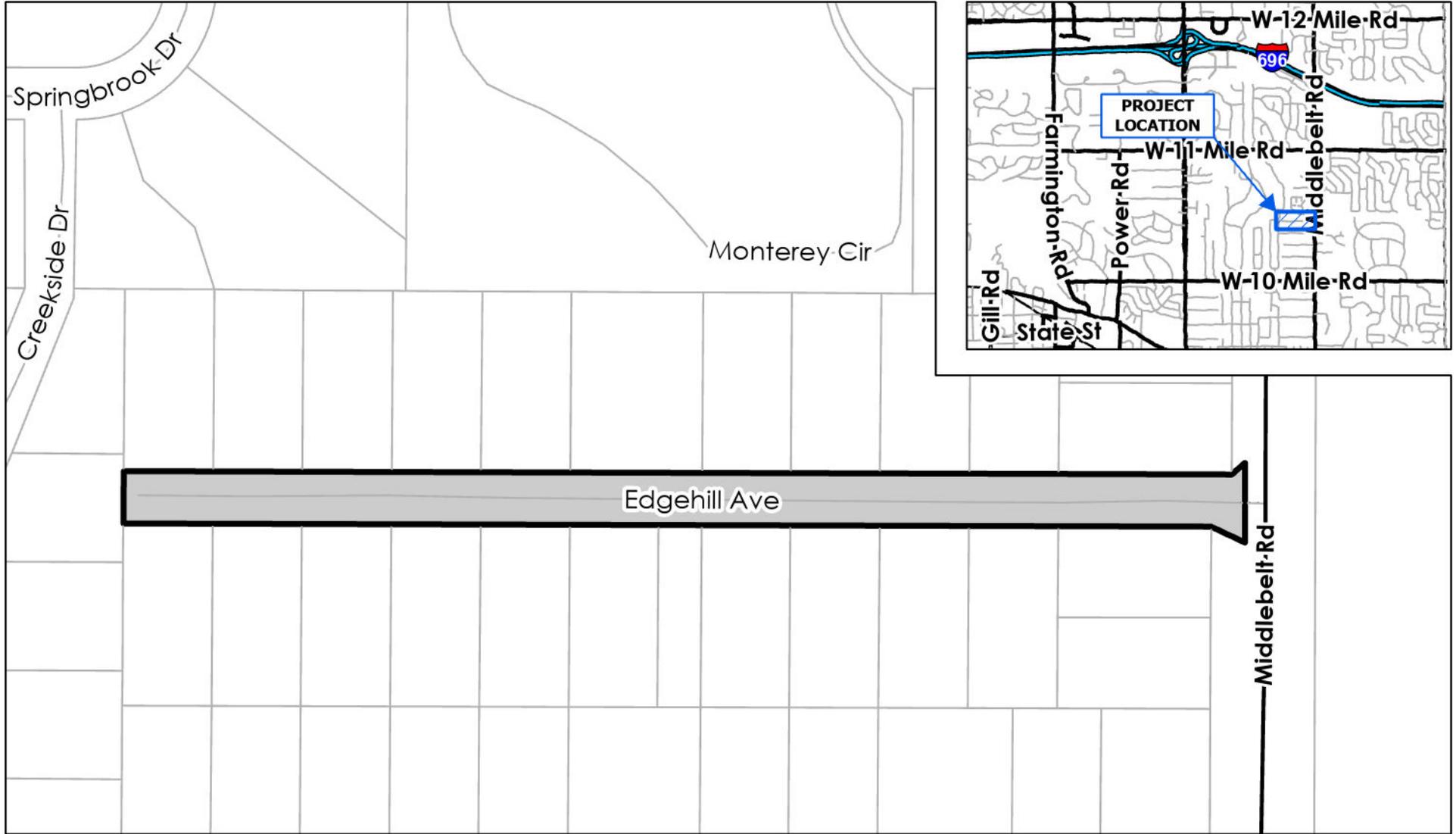
- IT IS RESOLVED, the Edgehill Avenue Local Road Reconstruction Project be awarded to the lowest competent bidder, Nagle Paving Company of Novi, Michigan, in the amount of \$584,920.81, and

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

Prepared by: Dayton Emerson, Civil Engineer I  
 Reviewed by: James Cubera, P.E., City Engineer  
 Department Authorization: Jacob Rushlow, P.E., Director of Public Services  
 Approved by: Gary Mekjian, P.E., City Manager



# City of Farmington Hills Edgehill Avenue Local Road Reconstruction



Legend

 Local Road Reconstruction



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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**DATE:** 03/24/2025

**DEPT:** Department of Public Services

**RE:** Consideration of Award of Contract for the 2025 Local Road Asphalt Rehabilitation Project - Duke's Forestbrook Hills & Pebblebrook Estates Subdivision

---

### ADMINISTRATIVE SUMMARY

- With the road millage approval in 2018, the City has developed a pavement asset management program for its local road network. The scope of this project is considered heavy maintenance for roads that have a current Pavement Surface Evaluation and Rating (PASER) in the range of 4.0 to 6.0 Fair to extend their useful life.
- The project was publicly bid on Michigan Intergovernmental Trade Network (MITN) e-procurement system and opened on March 12, 2025. Notification was sent to one thousand and twenty- nine (1,029) vendors including Two hundred twenty-one (221) that hold the classification of minority owned, women owned, veteran owned, disabled, disadvantaged or service disabled.
- This project includes the removal and replacement of approximately 5 inches of asphalt with base repair, and some storm sewer improvements in the Duke's Forestbrook Hills & Pebblebrook Estates Subdivision along Herndonwood Drive, Forestbrook Drive, and Grand Duke Drive.
- Twelve (10) bids were received on March 12, 2025 (see Bid Summary Sheet) and the lowest bidder who has demonstrated the ability to complete the work is Nagle Paving Company. Their bid was in the amount of \$1,467,489.88.
- Construction is anticipated to begin May 2025 with completion by September 2025.
- Nagle Paving Company has previously completed many projects for the City of Farmington Hills. Last year in 2024, they completed the Trestain Road Rehabilitation Project, Ramble Hill & Windwood Pointe Rehabilitation Project, Oakland and Oak Hill Estates Rehabilitation Project. In 2022 and 2023, Nagle Paving



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

completed the local road rehabilitation projects around the City of Farmington Hills. Also, they have performed similar road rehabilitation and paving projects for other metro Detroit municipalities and have received favorable referrals. It is our opinion that Nagle Paving Company can adequately perform the work outlined in the contract.

- A Mailing Notice will be provided to all resident and property owners prior to construction beginning to identify the Construction Inspector assigned to the project, his or her contact information, instructions for signing up for the project-specific Listserv, as well as “Frequently Asked Questions” and to identify the prime contractor that was awarded the contract.

**BID SUMMARY**

<u>CONTRACTOR</u>	<u>TOTAL</u>
Nagle Paving Company Novi, MI	\$1,467,489.88
F.Allied Construction Co. Inc Clarkston, MI	\$1,487,454.40
Asphalt Specialists LLC Pontiac, MI	\$1,536,618.09
Florence Cement Company Shelby Twp, MI	1,603,775.24
Springline Excavating, LLC Farmington Hills, MI	1,666,918.73
AJAX Paving Troy, MI	1,743,628.43
BSI Paving Oxford, MI	1,797,880.00
Hutch Paving Warren, MI	1,849,789.98
Cadillac Asphalt LLC Farmington Hills, MI	\$1,980,009.37
Al’s Asphalt Paving Co. Taylor, MI	\$2,248,608.43

*Table Description: Summary of bid results for the 2025 Local Road Asphalt Rehabilitation Project - Duke Forestbrook & Pebblebrook Estates Subdivision. \* Indicates corrected total.*



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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### RECOMMENDATION

- IT IS RESOLVED, the 2025 Local Road Asphalt Rehabilitation Project - Duke's Forestbrook Hills & Pebblebrook Estates Subdivision be awarded to the lowest competent bidder, Nagle Paving Company of Novi, Michigan, in the amount of \$1,467,489.88 and

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

Prepared by: Shon'Quase Dawkins, Civil Engineer I

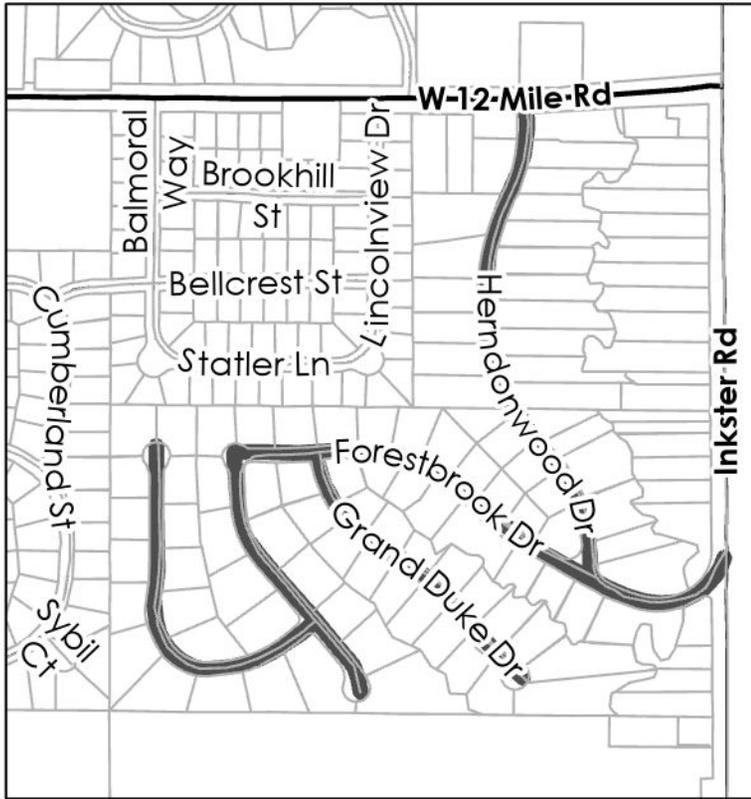
Reviewed by: James Cubera, P.E., City Engineer

Department Authorization: Jacob Rushlow, P.E., Director of Public Services

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

# City of Farmington Hills

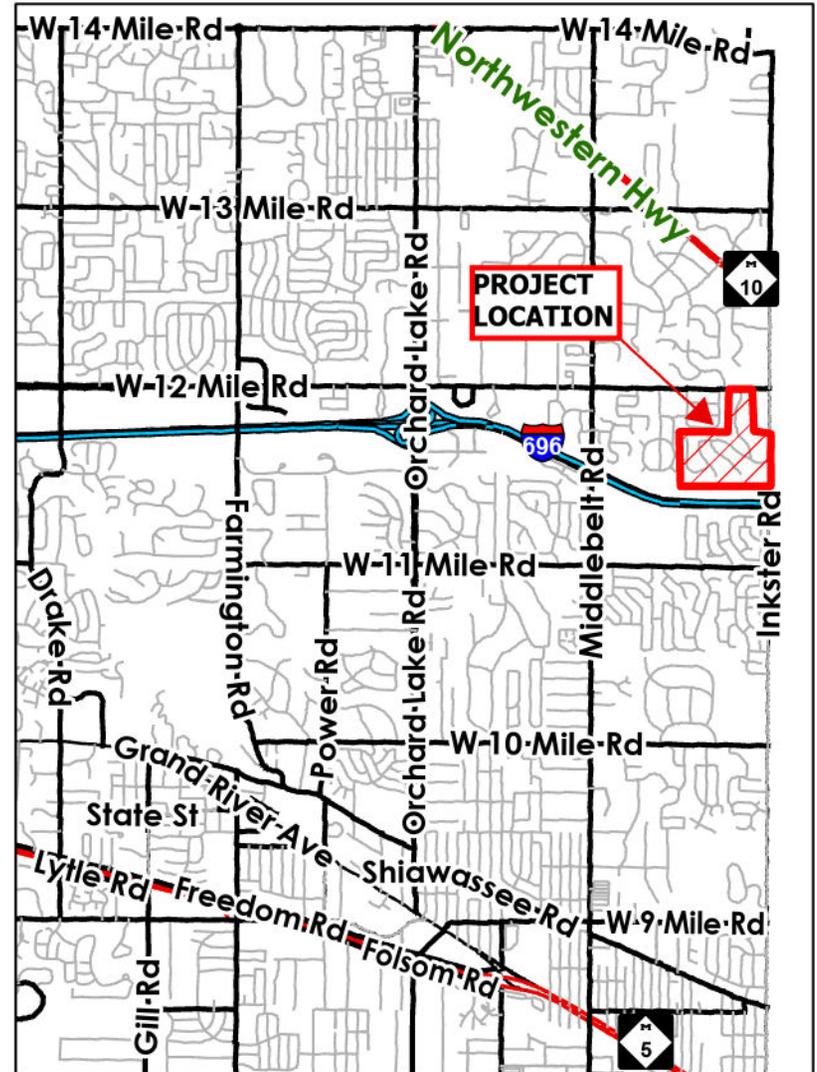
## 2025 Local Roads Asphalt Replacement Rehabilitation Project Duke's Forestbrook & Pebblebrook Estates Subdivision



Legend



Proposed Road Rehabilitation





## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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**DATE: 03/24/2025**

**DEPT: Department of Public Services**

**RE: Consideration of Award of Contract for the 2025 Local Road Asphalt Rehabilitation Project - Oakwood Knolls Subdivision**

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### ADMINISTRATIVE SUMMARY

- With the road millage approval in 2018, the City has developed a pavement asset management program for its local road network. The scope of this project is considered heavy maintenance for roads that have a current Pavement Surface Evaluation and Rating (PASER) in the range of 4.0 to 6.0 Fair to extend their useful life.
- The project was publicly bid on Michigan Intergovernmental Trade Network (MITN) e-procurement system and opened on March 12, 2025. Notification was sent to one thousand and twenty- nine (1,029) vendors including Two hundred twenty-one (221) that hold the classification of minority owned, women owned, veteran owned, disabled, disadvantaged or service disabled.
- This project includes the removal and replacement of approximately 5 inches of asphalt with base repair, and some storm sewer improvements along Oakwood Avenue, Oakwood Court, Wilderness Lane, Sandstone Court, and Woodvale Court.
- Twelve (12) bids were received on March 12, 2025 (see Bid Summary Sheet) and the lowest bidder who has demonstrated the ability to complete the work is F. Allied Construction company Inc. Their bid was in the amount of \$474,085.15
- Construction is anticipated to begin May 2025 with completion by August 2025.
- F. Allied Construction Company, Inc. has successfully completed similar projects for the City of Southfield, City of Wixom, and the Road Commission for Oakland County. Our consultant, OHM, has verified their references with other communities and found them to be positive and supportive of awarding this project. They have also been successful as a sub-contractor in the City of Farmington Hills, most recently as



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

the paving sub-contractor to Fonson Company on the Fairway Hills Local Road Reconstruction project in 2024. It is our opinion they can adequately perform the work as outlined in the contract.

- A Mailing Notice will be provided to all resident and property owners prior to construction beginning to identify the Construction Inspector assigned to the project, his or her contact information, instructions for signing up for the project-specific Listserv, as well as “Frequently Asked Questions” and to identify the prime contractor that was awarded the contract.

**BID SUMMARY**

<b><u>CONTRACTOR</u></b>	<b><u>TOTAL</u></b>
F. Allied Construction Co. Inc Clarkston, MI	\$474,085.15
Nagle Paving Company Novi, MI	\$476,088.35
Al’s Asphalt Paving Co. Taylor, MI	\$503,159.85
Asphalt Specialists Pontiac, MI	\$536,953.00
Springline Excavating Farmington Hills, MI	\$545,979.10
Florence Cement Company Shelby Twp, MI	\$568,269.21
Cadillac Asphalt LLC Farmington Hills, MI	\$574,825.00
Best Asphalt Romulus, MI	\$576,753.83
Main Street Contracting Wayne, MI	\$587,000.00
BSI Paving Oxford, MI	\$604,219.50
Hutch Paving Warren, MI	\$608,787.84
AJAX Paving Troy, MI	\$690,642.10

*Table Description: Summary of bid results for the 2025 Local Road Rehabilitation Project - Oakwood Knoll Subdivision.  
\* Indicates corrected total.*



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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### RECOMMENDATION

- IT IS RESOLVED, the 2025 Local Road Asphalt Rehabilitation Project - Oakwood Knolls Subdivision be awarded to the lowest competent bidder, F. Allied Construction Co. Inc Clarkston, Michigan, in the amount of \$474,085.15 and

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

Prepared by: Shon'Quase Dawkins, Civil Engineer I

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

Department Authorization: Jacob Rushlow, P.E., Director of Public Services

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

# City of Farmington Hills 2025 Local Roads Asphalt Replacement Rehabilitation Project Oakwood Knolls Subdivision



Legend  
■ Proposed Road Rehabilitation



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

---

**DATE:** 03/24/2025

**DEPT:** Department of Public Services

**RE:** Consideration of Award of Contract for the 2025 Local Road Asphalt Rehabilitation Project - Muer Estates Subdivision

---

### ADMINISTRATIVE SUMMARY

- With the road millage approval in 2018, the City has developed a pavement asset management program for its local road network. The scope of this project is considered heavy maintenance for roads that have a current Pavement Surface Evaluation and Rating (PASER) in the range of 4.0 to 6.0 Fair to extend their useful life.
- The project was publicly bid on Michigan Intergovernmental Trade Network (MITN) e-procurement system and opened on March 12, 2025. Notification was sent to one thousand and twenty- nine (1,029) vendors including Two hundred twenty-one (221) that hold the classification of minority owned, women owned, veteran owned, disabled, disadvantaged or service disabled.
- This project includes the removal and replacement of approximately 5 inches of asphalt with base repair, and some storm sewer improvements in the Muer Estates Subdivision along Alycekey Street and Highmeadow Road.
- Ten (10) bids were received on March 12, 2025 (see Bid Summary Sheet) and the lowest bidder who has demonstrated the ability to complete the work is F. Allied Construction Company. Their bid was in the amount of \$837,358.48.
- Construction is anticipated to begin May 2025 with completion by September 2025.
- F. Allied Construction Company, Inc. has successfully completed similar projects for the City of Southfield, City of Wixom, and the Road Commission for Oakland County. Our consultant, OHM, has verified their references with other communities and found them to be positive and supportive of awarding this project. They have also been successful as a sub-contractor in the City of Farmington Hills, most recently as the paving sub-contractor to Fonson Company on the Fairway Hills Local Road



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

Reconstruction project in 2024. It is our opinion they can adequately perform the work as outlined in the contract.

- A Mailing Notice will be provided to all resident and property owners prior to construction beginning to identify the Construction Inspector assigned to the project, his or her contact information, instructions for signing up for the project-specific Listserv, as well as “Frequently Asked Questions” and to identify the prime contractor that was awarded the contract.

**BID SUMMARY**

<b><u>CONTRACTOR</u></b>	<b><u>TOTAL</u></b>
F. Allied Construction Co. Inc Clarkston, MI	<b>\$837,358.48</b>
Nagle Paving Company Novi, MI	\$859,145.28
Asphalt Specialists Pontiac, MI	\$927,145.00
Florence Cement Company Shelby Twp, MI	\$965,965.04
Springline Excavating Farmington Hills, MI	\$977,987.03
Hutch Paving Warren, MI	\$1,000,125.00
AJAX Paving Troy, MI	\$1,014,800.53
Main Street Contracting Wayne, MI	\$1,037,000.00
BSI Paving Oxford, MI	\$1,054,947.65
Al’s Asphalt Paving Co. Taylor, MI	\$1,080,501.03

*Table Description: Summary of bid results for the 2025 Local Road Rehabilitation Project - Muer Estates Subdivision. \* Indicates corrected total.*

**RECOMMENDATION**

- IT IS RESOLVED, the Muer Estates Subdivision road rehabilitation contract be awarded to the lowest competent bidder, F. Allied Construction Co., Inc of Clarkston, Michigan, in the amount of \$837,358.48, and

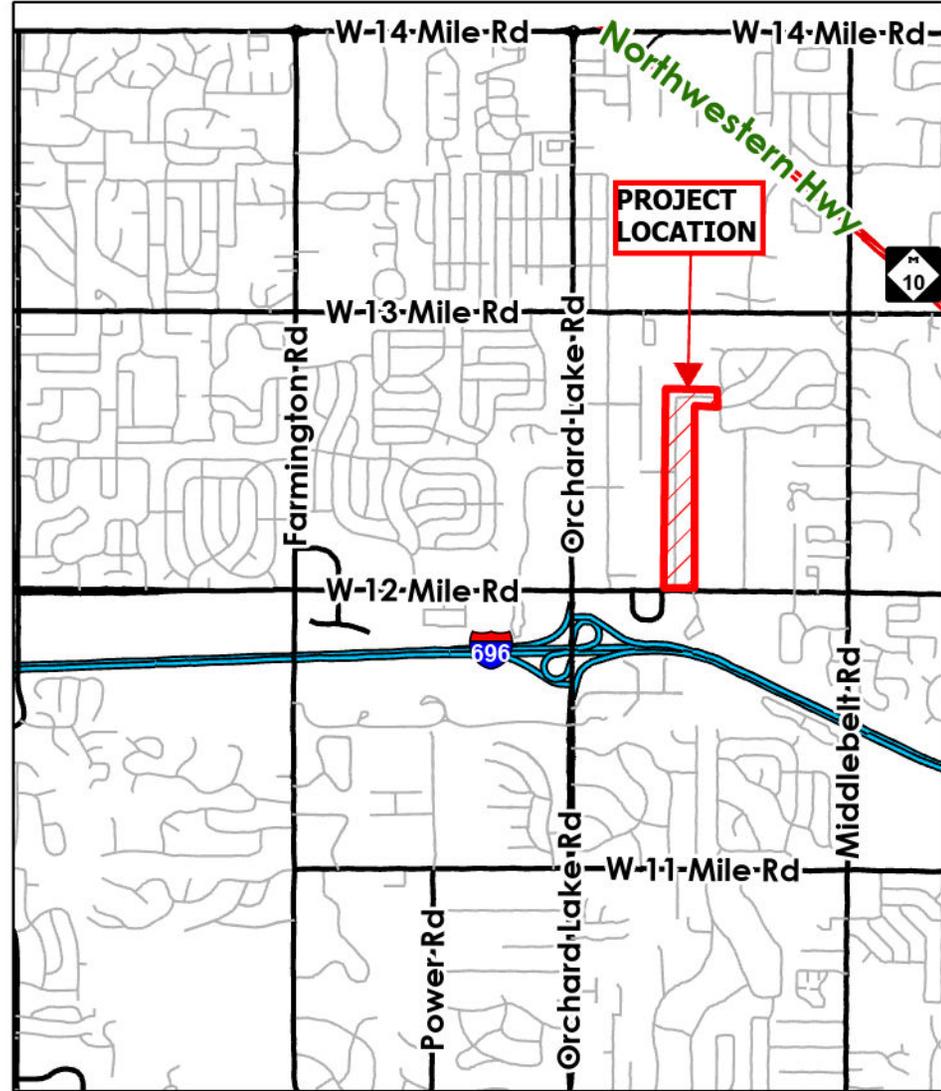
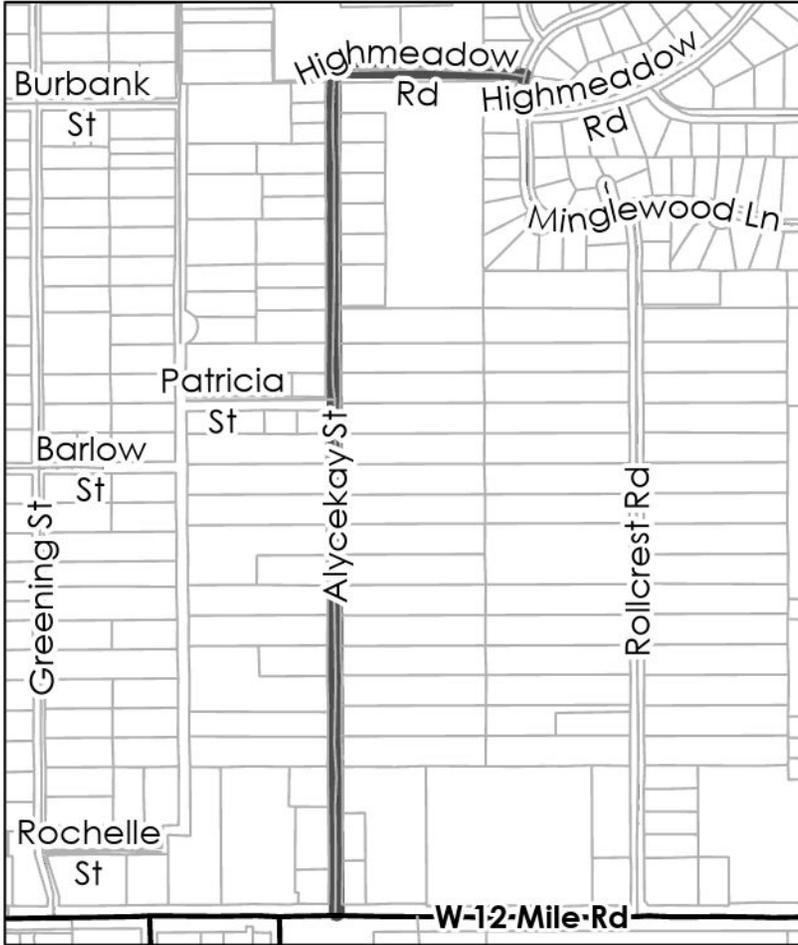


## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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

Prepared by: Shon'Quase Dawkins, Civil Engineer I  
Reviewed by: James Cubera, P.E., City Engineer  
Department Authorization: Jacob Rushlow, P.E., Director of Public Services  
Approved by: Gary Mekjian, P.E., City Manager

# City of Farmington Hills 2025 Local Roads Asphalt Replacement Rehabilitation Project Muer Estates Subdivision



Legend



Proposed Road Rehabilitation



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

---

**DATE:** 03/24/2025

**DEPT:** Department of Public Services

**RE:** Consideration of Public Road Acceptance for the Chasewood Villas  
Subdivision

---

### **ADMINISTRATIVE SUMMARY**

- Chasewood Villas Subdivision is a multiple family residential development in Section 30, which received City Council approval on May 24, 2021.
- As part of the site plan approval process, the developer dedicated the roadways within the development to the City as public thoroughfares on April 12, 2022. The warranty deed was forwarded to the Oakland County Register of Deeds for recording purposes.
- The development is now complete and Chasewood Court and Victoria Lane have been constructed to City standards.
- The Michigan Department of Transportation (MDOT) requires a resolution by the governing body, formally accepting jurisdiction of a public street. This resolution is attached with the centerline legal description of the streets.

### **RECOMMENDATION**

IT IS RESOLVED, that the Farmington Hills City Council adopt the attached resolution accepting jurisdiction of the public roads within the Chasewood Villas Subdivision.

### **SUPPORT DOCUMENTATION**

With the approval of the attached resolution, the following roads will be included in our local road system:

Chasewood Court:	1125.1 Feet
Victoria Lane:	165.0 Feet



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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The City currently receives approximately \$12,020 for each mile of local road. With the acceptance of Chasewood Court and Victoria Lane as public roadways, this equates to approximately \$2,937 in additional Act 51 local road revenues.

Prepared by: Mirandi Alexander, Civil Engineer I  
Reviewed by: James Cubera, P.E., City Engineer  
Reviewed 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



EXHIBIT "A"

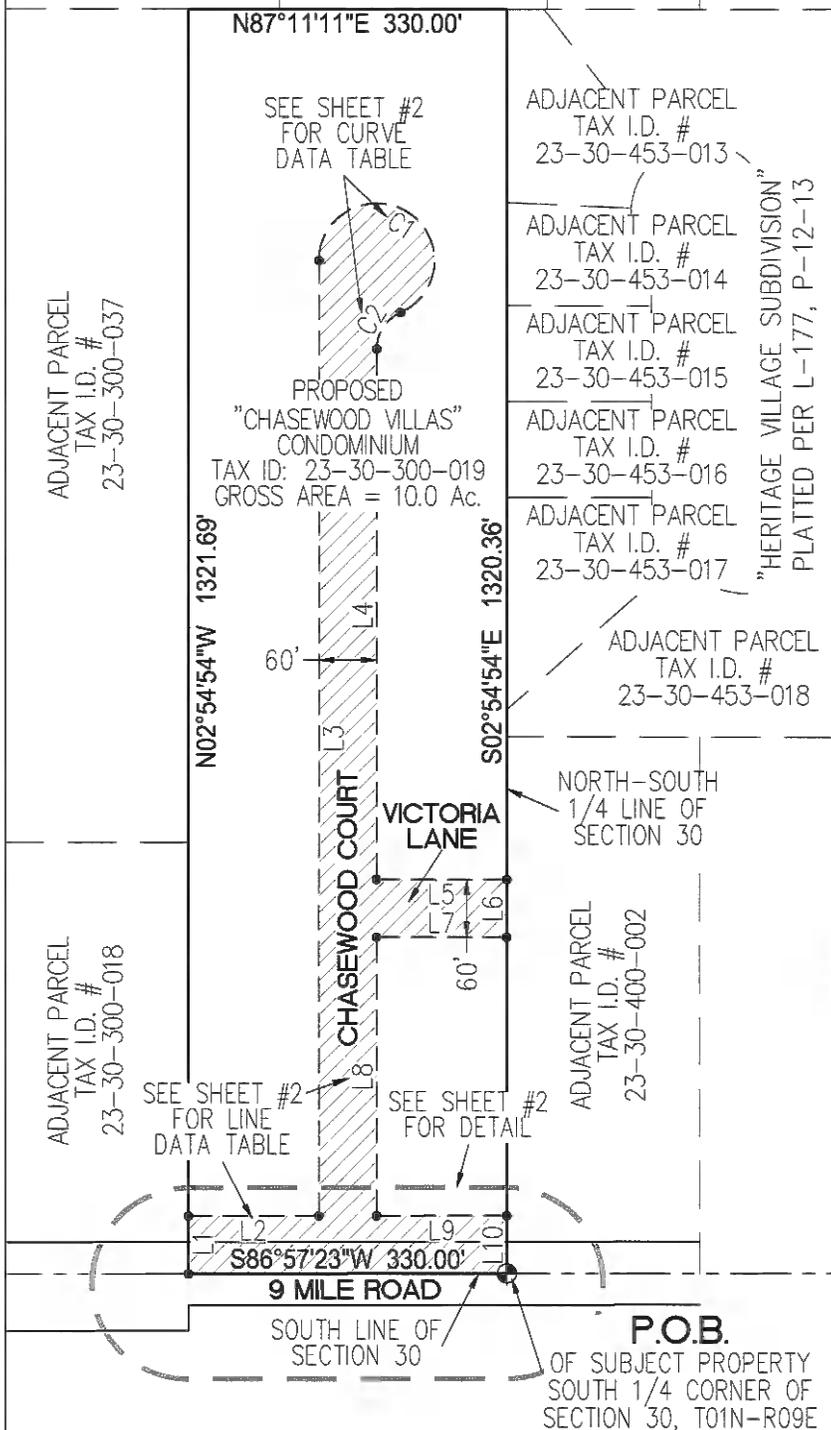
"FARMINGTON FREEWAY INDUSTRIAL PARK SOUTH"  
PLATTED SUBDIVISION PER L-173, P-39-41

ADJACENT PARCEL  
TAX I.D. #  
23-30-328-013

ADJACENT PARCEL  
TAX I.D. #  
23-30-328-009

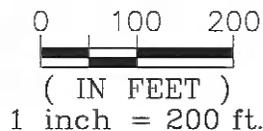


**VICINITY MAP**  
NO SCALE



DESCRIPTION OF CHASEWOOD VILLAS CONDOMINIUM:  
PART OF THE SOUTHWEST 1/4 OF SECTION 30,  
TOWN 1 NORTH, RANGE 9 EAST, CITY OF  
FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN,  
DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH  
1/4 CORNER OF SECTION 30, TOWN 1 NORTH,  
RANGE 9 EAST; THENCE SOUTH 86 DEGREES 57  
MINUTES 23 SECONDS WEST, ALONG THE SOUTH  
LINE OF SECTION 30 AND THE CENTERLINE OF NINE  
MILE ROAD (WIDTH VARIES), 330.00 FEET; THENCE  
NORTH 02 DEGREES 54 MINUTES 54 SECONDS WEST  
1321.69 FEET; THENCE NORTH 87 DEGREES 11  
MINUTES 11 SECONDS EAST ALONG THE SOUTHERLY  
BOUNDARY OF "FARMINGTON FREEWAY INDUSTRIAL  
PARK SOUTH" (LIBER 173 OF PLATS, PAGES 39-41,  
OAKLAND COUNTY RECORDS), 330.00 FEET; THENCE  
SOUTH 02 DEGREES 54 MINUTES 54 SECONDS EAST,  
IN PART ALONG THE WESTERLY BOUNDARY OF  
"HERITAGE VILLAGE" (LIBER 177 OF PLATS, PAGES  
12 & 13, OAKLAND COUNTY RECORDS), 1320.36  
FEET TO THE POINT OF BEGINNING. SUBJECT TO  
THE RIGHTS OF THE PUBLIC OVER THE SOUTHERLY  
33 FEET THEREOF AS OCCUPIED BY NINE MILE  
ROAD. CONTAINS 10.0 ACRES.

*Above legal NKA Chasewood Villas  
OCCP# 2385 23-30-301-000EJ*



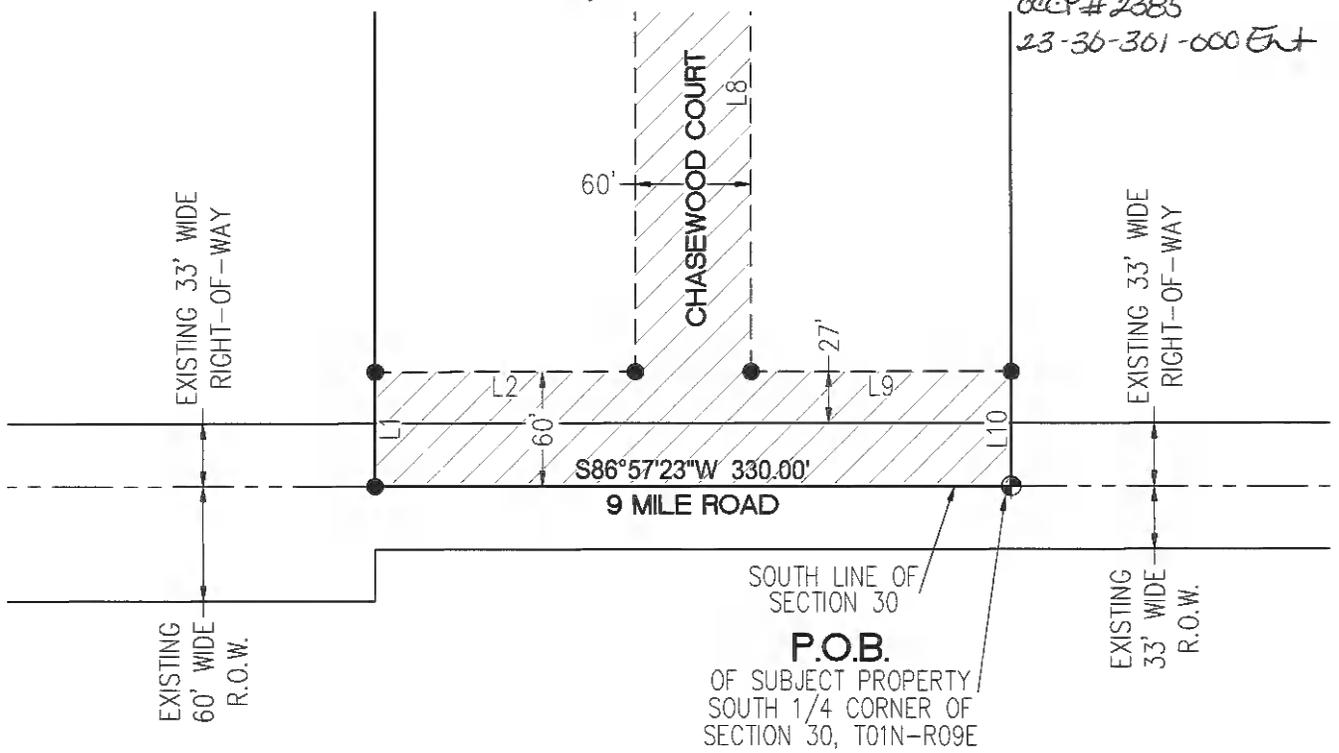
ROAD RIGHT-OF-WAY DEDICATION EXHIBIT & LEGAL DESCRIPTION	
FOR: "CHASEWOOD VILLAS" CONDOMINIUM CITY OF FARMINGTON HILLS, OAKLAND CO., MI	
<b>THE UMLOR GROUP</b> 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: RQM DATE: 11-02-2022 SHT.NO.: 1 OF 3

## EXHIBIT "A"

**DESCRIPTION OF ROAD RIGHT-OF-WAY DEDICATION AREA:**

PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 30, TOWN 1 NORTH, RANGE 9 EAST; THENCE SOUTH 86°57'23" WEST, ALONG THE SOUTH LINE OF SECTION 30 AND THE CENTERLINE OF NINE MILE ROAD (WIDTH VARIES), 330.00 FEET; THENCE NORTH 02°54'54" WEST 60.00 FEET; THENCE NORTH 86°57'23" EAST 135.00 FEET; THENCE NORTH 02°54'54" WEST 998.02 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 257.28 FEET, A DELTA ANGLE OF 245°41'03", AND A CHORD BEARING AND DISTANCE OF SOUTH 60°04'22" EAST 100.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 42.00 FEET, AN ARC LENGTH OF 48.15 FEET, A DELTA ANGLE OF 65°41'03", AND A CHORD BEARING AND DISTANCE OF SOUTH 29°55'38" WEST 45.56 FEET; THENCE SOUTH 02°54'54" EAST 554.00 FEET; THENCE NORTH 87°05'06" EAST 135.00 FEET; THENCE SOUTH 02°54'54" EAST 60.00 FEET; THENCE SOUTH 87°05'06" WEST 135.00 FEET; THENCE SOUTH 02°54'54" EAST 290.93 FEET; THENCE NORTH 86°57'23" EAST 135.00 FEET; THENCE SOUTH 02°54'54" EAST 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.21 ACRES. *Above legal falls within Chasewood Villas*

*occP# 2385  
23-30-301-000 Ent*

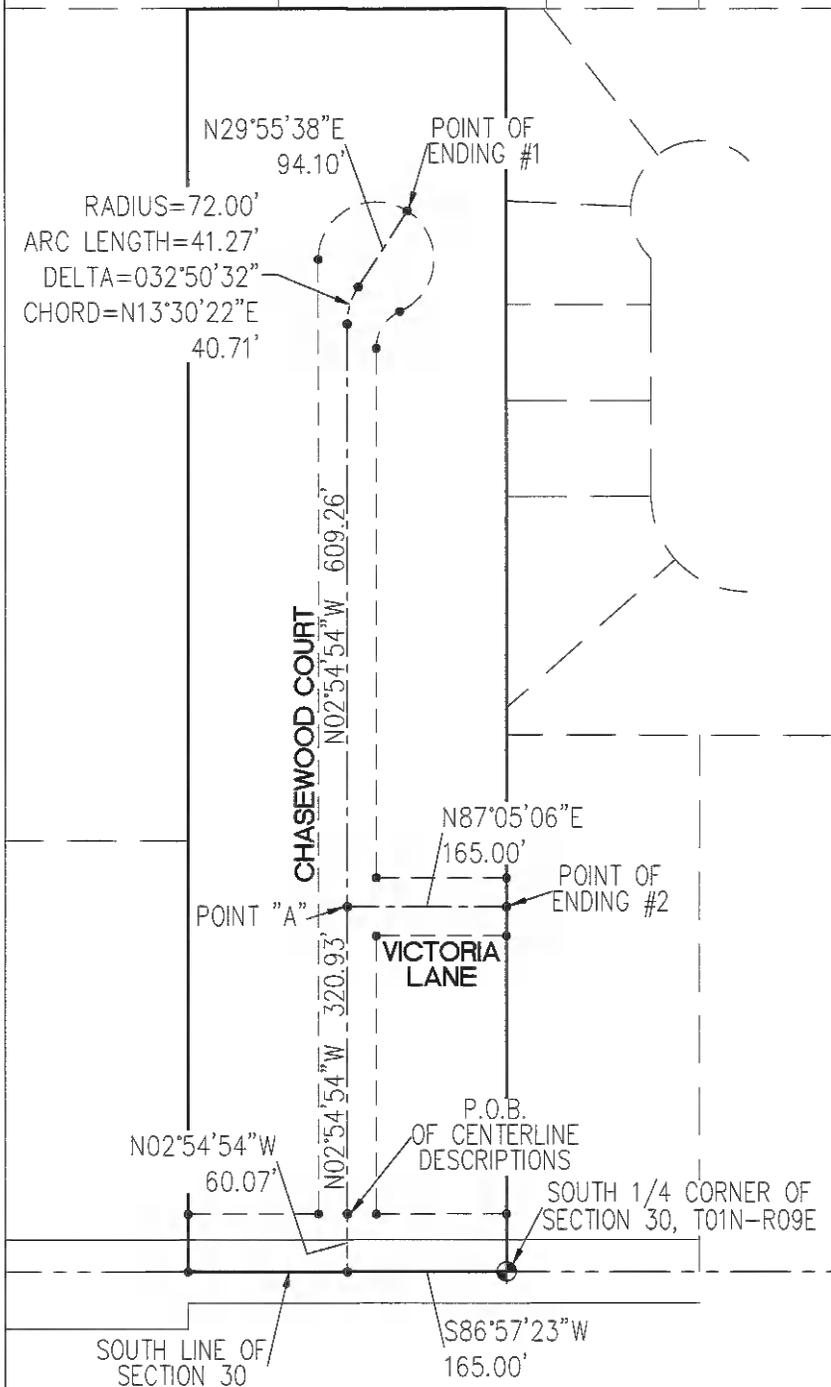


CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	60.00'	257.28'	245°41'03"	S60°04'22"E	100.82'
C2	42.00'	48.15'	65°41'03"	S29°55'38"W	45.56'

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N02°54'54"W	60.00'	L6	S02°54'54"E	60.00'
L2	N86°57'23"E	135.00'	L7	S87°05'06"W	135.00'
L3	N02°54'54"W	998.02'	L8	S02°54'54"E	290.93'
L4	S02°54'54"E	554.00'	L9	N86°57'23"E	135.00'
L5	N87°05'06"E	135.00'	L10	S02°54'54"E	60.00'

<b>ROAD RIGHT-OF-WAY DEDICATION EXHIBIT &amp; LEGAL DESCRIPTION</b>	
FOR: "CHASEWOOD VILLAS" CONDOMINIUM CITY OF FARMINGTON HILLS, OAKLAND CO., MI	
<b>THE UMLOR GROUP</b> 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: RQM DATE: 11-02-2022 SHT. NO.: 2 OF 3

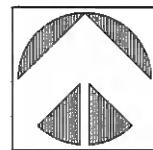
EXHIBIT "A"



CENTERLINE DESCRIPTION OF  
CHASEWOOD COURT & VICTORIA LANE:  
PART OF THE SOUTHWEST 1/4 OF SECTION 30,  
TOWN 1 NORTH, RANGE 9 EAST, CITY OF  
FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN,  
THE CENTERLINE OF CHASEWOOD COURT (60 FEET  
WIDE) DESCRIBED AS FOLLOWS: BEGINNING AT THE  
SOUTH 1/4 CORNER OF SECTION 30, TOWN 1  
NORTH, RANGE 9 EAST; THENCE SOUTH 86°57'23"  
WEST, ALONG THE SOUTH LINE OF SECTION 30 AND  
THE CENTERLINE OF NINE MILE ROAD (WIDTH  
VARIES), 165.00 FEET; THENCE NORTH 02°54'54"  
WEST 60.07 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 02°54'54" WEST 320.93 FEET TO  
POINT "A"; THENCE CONTINUING NORTH 02°54'54"  
WEST 609.26 FEET; THENCE ALONG A CURVE TO  
THE RIGHT, HAVING A RADIUS OF 72.00 FEET, AN  
ARC LENGTH OF 41.27 FEET, A DELTA ANGLE OF  
32°50'32", AND A CHORD BEARING AND DISTANCE  
OF NORTH 13°30'22" EAST 40.71 FEET; THENCE  
NORTH 29°55'38" EAST 94.10 FEET TO POINT OF  
ENDING #1.

THE CENTERLINE OF VICTORIA LANE (60 FEET WIDE)  
DESCRIBED AS FOLLOWS: BEGINNING FROM SAID  
POINT "A"; THENCE NORTH 87°05'06" EAST 165.00  
FEET TO POINT OF ENDING #2.

*Above legals fall within  
Chasewood Villas occp# 2385  
23-30-301-000 Ent*



NORTH



( IN FEET )

1 inch = 200 ft.

ROAD RIGHT-OF-WAY DEDICATION EXHIBIT & LEGAL DESCRIPTION	
FOR: "CHASEWOOD VILLAS" CONDOMINIUM CITY OF FARMINGTON HILLS, OAKLAND CO., MI	
<b>THE UMLOR GROUP</b> 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: RQM DATE: 11-02-2022 SHT.NO.: 3 OF 3

CITY OF FARMINGTON HILLS  
OAKLAND COUNTY, MICHIGAN

RESOLUTION

ADDITION TO CITY STREET SYSTEM

At a regular meeting of the Council of the City of Farmington Hills, Oakland County, Michigan, held at the City Hill on the \_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_\_, Eastern Standard Time.

Present:  
Absent:

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

WHEREAS the City of Farmington Hills has acquired title to Chasewood Court and Victoria Lane within Chasewood Villas in Section 30, and

WHEREAS it is necessary to furnish certain information to the State of Michigan to place these streets within the City's local street system for the purpose of obtaining funds under Act 51, P.A. of 1951.

NOW THEREFORE BE IT RESOLVED that

1. The centerline description of said streets are described as: Refer to attached Exhibit "A".
2. Said streets are located within the City's right-of-way and are in and under the control of the City of Farmington Hills.
3. Said streets are public streets and are for public street purposes.
4. Said streets are accepted into the City's local street system.

Adopted: Yeas:  
Nays:  
Absent:

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and appointed City Clerk of the City of Farmington Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council held in said city on the \_\_\_\_ day of \_\_\_\_\_, 2025, and the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Carly Lindahl, City Clerk  
City of Farmington Hills

PREPARED BY:  
James Cubera, Engineering  
City of Farmington Hills  
31555 W. 11 Mile Road  
Farmington Hills, MI 48336

When Recorded RETURN TO:  
Carly Lindahl, City Clerk  
City of Farmington Hills  
31555 W. 11 Mile Road  
Farmington Hills, MI 48336

## EXHIBIT "A"

### CENTERLINE DESCRIPTION - CHASEWOOD COURT & VICTORIA LANE

PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN. THE CENTERLINE OF CHASEWOOD COURT (60 FEET WIDE) DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 30, TOWN 1 NORTH, RANGE 9 EAST; THENCE SOUTH  $86^{\circ}57'23''$  WEST, ALONG THE SOUTH LINE OF SECTION 30 AND THE CENTERLINE OF NINE MILE ROAD (WIDTH VARIES), 165 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $2^{\circ}54'54''$  WEST 381.00 FEET TO POINT "A"; THENCE CONTINUING NORTH  $2^{\circ}54'54''$  WEST 609.26 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 72.00 FEET, AN ARC LENGTH OF 41.27 FEET, A DELTA ANGLE OF  $32^{\circ}50'32''$ , AND A CHORD BEARING AND DISTANCE OF NORTH  $13^{\circ}30'22''$  EAST 40.71 FEET; THENCE NORTH  $29^{\circ}55'38''$  EAST 94.10 FEET TO POINT OF ENDING #1. TOTAL LENGTH OF 1125.1 FEET.

THE CENTERLINE DESCRIPTION OF VICTORIA LANE (60 FEET WIDE) DESCRIBED AS FOLLOWS: BEGINNING FROM SAID POINT "A"; THENCE NORTH  $87^{\circ}05'06''$  EAST 165.00 FEET TO POINT OF ENDING #2. TOTAL LENGTH OF 165.0 FEET.



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

---

**DATE:** 03/24/2025

**DEPT:** Department of Public Services

**RE:** Consideration of Public Road Acceptance for the Emerald Park Estates  
Subdivision

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### ADMINISTRATIVE SUMMARY

- Emerald Park Estates Subdivision is a multiple family residential development in section 23, which received City Council approval on May 24, 2021.
- As part of the site plan approval process, the developer dedicated the roadway within the development to the City as a public thoroughfare on July 19, 2021. The warranty deed was forwarded to the Oakland County Register of Deeds for recording purposes.
- The development is now complete, and Jade Drive has been constructed to City standards.
- The Michigan Department of Transportation (MDOT) requires a resolution by the governing body, formally accepting jurisdiction of a public street. This resolution is attached with the legal description of the streets.

### RECOMMENDATION

IT IS RESOLVED, that the Farmington Hills City Council adopt the attached resolution accepting jurisdiction of the public road within the Emerald Park Estates Subdivision.

### SUPPORT DOCUMENTATION

With the approval of the attached resolution, the following road will be included in our local road system:

Jade Drive: 2127.9 Ft



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

---

The City currently receives approximately \$12,020 for each mile of local road. With the acceptance of Jade Drive as a public roadway, this equates to approximately \$4,844 in additional Act 51 local road revenues.

Prepared by: Shon'Quase Dawkins, Civil Engineer I  
Reviewed by: James Cubera, P.E., City Engineer  
Reviewed 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



## LEGAL DESCRIPTIONS

LEGAL DESCRIPTION

(As surveyed by PEA Group.)

PARCEL NO. 23-23-351-035 pt

Part of the Southwest 1/4 of Section 23, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan and being more particularly described as:

Commencing at the Southwest Corner of said section 23; thence along the south line of said section, S89°52'11"E, 330.00 feet; thence parallel to the west line of said section, N00°02'18"E, 60.00 feet to the north line of 10 Mile Road (120' wide) as recorded in Liber 11985, Page 527, Oakland County Records and the Point of Beginning; thence continuing along said parallel line, N00°02'18"E, 2579.28 feet to the south line of "Supervisor's Plat No. 14" as recorded in Liber 67, Page 1, Oakland County Records; thence along said line S89°51'12"E, 330.26 feet to the west line of "Sinacola Woods" as recorded in Liber 219, Pages 21-23, Oakland County Records; thence along said line, S00°00'04"W, 2407.58 feet; thence along the north line of a parcel of land described in Liber 4044, Page 213, Oakland County Records, said line also being parallel to the south line of said section, N89°52'11"W, 140.00 feet; thence parallel to said west line of "Sinacola Woods", S00°00'04"W, 171.60 feet to the north line of said 10 Mile Road; thence along said line N89°52'11"W, 191.94 feet to the Point of Beginning.  
Containing 19.053 acres of land more or less.

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	135.18'	260.00'	29°47'19"	N15°14'09"E	133.66'
C2	104.84'	200.00'	30°02'04"	N15°06'47"E	103.64'
C3	101.71'	270.00'	21°34'59"	N10°53'14"E	101.11'
C4	191.47'	200.00'	54°51'09"	N05°44'52"W	184.24'
C5	49.22'	42.00'	67°08'39"	N66°44'46"W	46.45'
C6	276.68'	60.00'	264°12'31"	N31°47'10"E	89.03'
C7	21.49'	42.00'	29°18'40"	S30°45'54"E	21.25'
C8	203.04'	260.00'	44°44'38"	S23°02'55"E	197.92'
C9	40.96'	260.00'	9°01'37"	S17°09'55"W	40.92'
C10	79.11'	210.00'	21°34'59"	S10°53'14"W	78.64'
C11	136.29'	260.00'	30°02'04"	S15°06'47"W	134.74'
C12	103.79'	200.00'	29°44'06"	S15°15'46"W	102.63'

**PEA**  
GROUP

TROY ■ WASHINGTON TWP  
BRIGHTON ■ DETROIT  
t: 844.813.2949

www.peagroup.com

CLIENT: <b>SHERR DEVELOPMENT</b> 31300 ORCHARD LAKE RD, SUITE 200 FARMINGTON HILLS, MI 48334	SCALE: 1" = 250'	JOB No: 2018-173
	DATE: 9-15-20	DWG. No: 2 of 3

## LEGAL DESCRIPTIONS

## LEGAL DESCRIPTIONS

(per PEA Group)

ROAD DEDICATION 23-23-351-035pt

A roadway dedication over part of the Southwest 1/4 of Section 23, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the Southwest Corner of said section 23; thence along the south line of said section, S89°52'11"E, 330.00 feet; thence parallel to the west line of said section, N00°02'18"E, 60.00 feet to the north line of 10 Mile Road (120' wide) as recorded in Liber 11985, Page 527, Oakland County Records; thence along said north line, S89°52'11"E, 26.78 feet to the POINT OF BEGINNING;

thence N00°07'49"E, 142.12 feet;

thence N06°40'48"E, 113.99 feet;

thence C1) 135.18 feet along an arc of a curve to the right, having a radius of 260.00 feet and a chord that bears N15°14'09"E, 133.66 feet;

thence N30°07'49"E, 64.80 feet;

thence C2) 104.84 feet along an arc of a curve to the left, having a radius of 200.00 feet and a chord that bears N15°06'47"E, 103.64 feet;

thence N00°05'44"E, 820.00 feet;

thence C3) 101.71 feet along an arc of a curve to the right, having a radius of 270.00 feet and a chord that bears N10°53'14"E, 101.11 feet;

thence N21°40'43"E, 259.98 feet;

thence C4) 191.47 feet along an arc of a curve to the left, having a radius of 200.00 feet and a chord that bears N05°44'52"W, 184.24 feet;

thence C5) 49.22 feet along an arc of a curve to the left, having a radius of 42.00 feet and a chord that bears N66°44'46"W, 46.45 feet;

thence C6) 276.68 feet along an arc of a curve to the right, having a radius of 60.00 feet and a chord that bears N31°47'10"E, 89.03 feet;

thence C7) 21.49 feet along an arc of a curve to the left, having a radius of 42.00 feet and a chord that bears S30°45'54"E, 21.25 feet;

thence C8) 203.04 feet along an arc of a curve to the right, having a radius of 260.00 feet and a chord that bears S23°02'55"E, 197.92 feet;

thence N89°51'27"E, 6.31 feet to the west line of "Sinacola Woods" as recorded in Liber 219, Pages 21-23, Oakland County Records;

thence along said west line, S00°00'04"W, 60.00 feet;

thence S89°51'27"W, 12.60 feet;

thence C9) 40.96 feet along an arc of a curve to the right, having a radius of 260.00 feet and a chord that bears S17°09'55"W, 40.92 feet;

thence S21°40'43"W, 259.98 feet;

thence C10) 79.11 feet along an arc of a curve to the left, having a radius of 210.00 feet and a chord that bears S10°53'14"W, 78.64 feet;

thence S00°05'44"W, 820.00 feet;

thence C11) 136.29 feet along an arc of a curve to the right, having a radius of 260.00 feet and a chord that bears S15°06'47"W, 134.74 feet;

thence S30°07'49"W, 64.80 feet;

thence C12) 103.79 feet along an arc of a curve to the left, having a radius of 200.00 feet and a chord that bears S15°15'46"W, 102.63 feet;

thence S06°25'10"E, 113.95 feet;

thence S00°07'49"W, 142.12 feet to the aforementioned north line of 10 Mile Road;

thence along said north line, N89°52'11"W, 86.00 feet to the POINT OF BEGINNING.

**PEA**  
GROUP

TROY ■ WASHINGTON TWP  
BRIGHTON ■ DETROIT  
T: 844.813.2949

www.peagroup.com

CLIENT:

SHERR DEVELOPMENT  
31300 ORCHARD LAKE RD, SUITE 200  
FARMINGTON HILLS, MI 48334

SCALE: 1" = 250'

JOB No: 2018-173

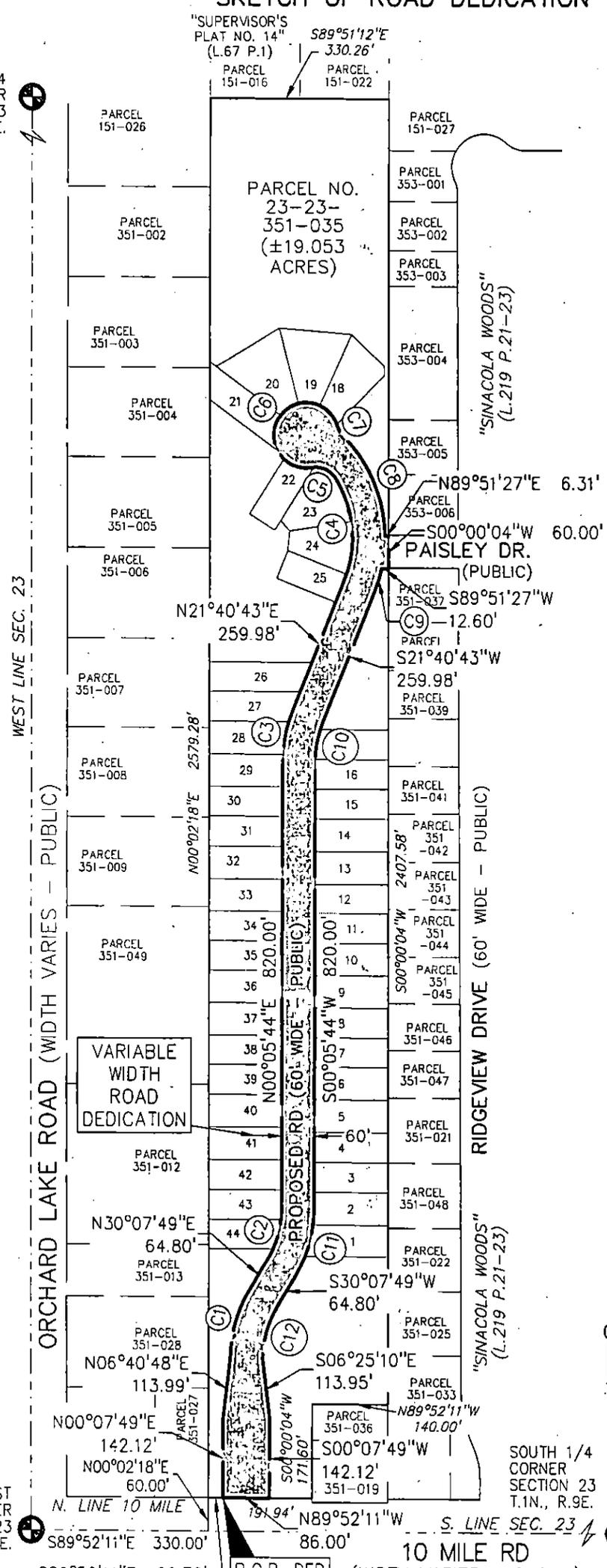
DATE: 9-15-20

DWG. No: 3 of 3

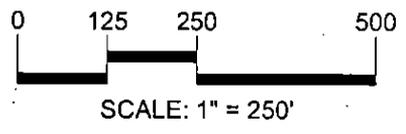
EXHIBIT B

SKETCH OF ROAD DEDICATION

WEST 1/4 CORNER SECTION 23 T.1N., R.9E.



CURVE TABLE - SEE SHEET 2



SOUTHWEST CORNER SECTION 23 T.1N., R.9E.

SOUTH 1/4 CORNER SECTION 23 T.1N., R.9E.

CLIENT:  
**SHERR DEVELOPMENT**  
 31300 ORCHARD LAKE RD, SUITE 200  
 FARMINGTON HILLS, MI 48334

SCALE: 1" = 250'  
 DATE: 9-15-20

JOB No: 2018-173  
 DWG. No: 1 of 3

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

RESOLUTION

ADDITION TO CITY STREET SYSTEM

At a regular meeting of the Council of the City of Farmington Hills, Oakland County, Michigan, held at the City Hill on the \_\_\_\_ day of \_\_\_\_\_, 2025, at \_\_\_\_\_, Eastern Standard Time.

Present:  
Absent:

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

WHEREAS the City of Farmington Hills has acquired title to Jade Drive within the Emerald Park Estates Subdivision in Section 23, and

WHEREAS it is necessary to furnish certain information to the State of Michigan to place these streets within the City's local street system for the purpose of obtaining funds under Act 51, P.A. of 1951.

NOW THEREFORE BE IT RESOLVED that

1. The centerline description of said street is described as: Refer to attached Exhibit "A".
2. Said street is located within the City's right-of-way and is in and under the control of the City of Farmington Hills.
3. Said street is a public street and is for public street purposes.
4. Said street is accepted into the City's local street system.

Adopted: Yeas:  
Nays:  
Absent:

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and appointed City Clerk of the City of Farmington Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council held in said city on the \_\_\_\_ day of \_\_\_\_\_, 2025, and the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Carly Lindahl, City Clerk  
City of Farmington Hills

PREPARED BY:  
James Cubera, Engineering  
City of Farmington Hills  
31555 W. 11 Mile Road  
Farmington Hills, MI 48336

When Recorded RETURN TO:  
Carly Lindahl, City Clerk  
City of Farmington Hills  
31555 W. 11 Mile Road  
Farmington Hills, MI 48336

**EXHIBIT "A"**  
**CENTERLINE DESCRIPTION - JADE DRIVE**

Commencing at the southwest corner of said section 23; Thence along the south line of said section, S89° 52' 11"E, 399.78 Feet; along the centerline of 10 Mile Road (120' wide) as recorded in Liber 11985, Page 527, Oakland County Records, to the point of beginning;

Thence N0° 7' 49"E, 202.12 Feet

Thence N6° 40' 48"E, 113.99 Feet

Thence 118.94 Feet along an arc of a curve, having a radius of 260.00 feet and chord that bears N15° 14' 9"E, 117.910 Feet

Thence N30° 7' 9"E, 64.80 Feet

Thence 104.83 Feet along an arc of a curve, having a radius of 200.00 Feet and chord that bears N15° 6' 47"E, 103.64 Feet

Thence S0° 5' 44"E, 820.00 Feet

Thence 22.60 Feet along an arc of a curve, having a radius of 60.00 Feet and chord that bears N10° 53' 14"E, 89.63 Feet

Thence N21° 40' 43"E, 294.41 Feet

Thence 221.93 Feet along an Arce of a curve, having a radius 218.89 Feet and chord that bears N5° 29' 54.43"W 212.54 Feet

Thence 164.30 Feet along an Arce of a curve, having a radius 429.03 Feet and chord that bears N54° 53' 8.79"W 159.43 Feet

To the point of ending.

Total length of 2127.92 Feet.E



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

---

DATE: 03/24/2025

DEPT: FIRE DEPARTMENT

RE: AWARD OF FIRE DEPARTMENT CONSULTANT

---

### ADMINISTRATIVE SUMMARY

- Request for Proposals were advertised, available on the Michigan Inter-Governmental Trade Network (MITN) e-procurement site, publicly opened and read aloud on Tuesday, February 18, 2025. Notification was sent to one thousand seven hundred five (1705) vendors, (including six hundred seventy-one (671) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled) with five (5) responding. We received zero "No Bids."
- The goal of the project is to provide a 5 year strategic plan to City & Fire Administration and City Council with an evaluation of operations including but not limited to community needs, optimal staffing levels, equipment needs, facility needs, and ordinance updates to provide adequate medical and fire protection to the citizens and visitors of Farmington Hills.
- Staff reviewed the proposals and conducted interviews with two low lowest respondent firms. Following the interviews and reference checks, it was determined that Center for Public Safety Management, LLC is the lowest responsible and most qualified contractor for this project.
- Funding for the project is provided in the Consultants General Fund.

Proposal Summary



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

---

Company Name	City/State	Proposal Amount
Center for Public Safety Management, LLC	Washington, D.C.	67,390
Mission CIT, LLC.	Shelton, CT	67,960
Center for Governmental Research	Rochester, NY	77,000
Berry Dune McNeil & Parker, LLC	Portland, ME	95,000
Raftelis Financial Consultants, Inc.	Greenwood Village, CO	99,250

### RECOMMENDATION

- In view of the above, it is recommended that City Council authorize the City Manager to issue a purchase order to Center for Public Safety Management, LLC in the amount of \$67,390.00 Fire Department Consultant.

###

Prepared by: Jason Olszewski, Deputy Chief  
Reviewed by: Michelle Aranowski, Director of Central Services  
Reviewed by: Jon Unruh, Fire Chief  
Approved by: Gary Mekjian, City Manager



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

---

**DATE:** 03/24/2025

**DEPT:** Department of Public Services

**RE:** Consideration of Award of Contract for the Shady Ridge Drive Gravel Conversion to Hard Surface Project

---

### ADMINISTRATIVE SUMMARY

- In November 2018, voters approved the City Charter Amendment to transition to a Local Road Millage. This millage replaced the City's local road special assessment process for funding local road reconstruction. A portion of the funding generated from this millage is designated for the conversion of gravel roads to hard surface pavement where it is requested by a majority of the property owners.
- In March 2019, City Council adopted the Policy for Converting Gravel Public Roads to Paved Roads.
- Since that time, several gravel roads have gone through the procedure to convert a gravel road to pavement. Shady Ridge Drive received its authorization by City Council on November 8, 2021, after an informational meeting, submittal of a majority petition, and a public hearing.
- The existing gravel roadway will be removed, and the road will be paved to public local road standards with a new asphalt surface on a new aggregate stone base. Drainage improvements will also be completed, which include new curb and gutter with underdrain, and new storm sewer.
- The project was publicly advertised and competitively bid on the Michigan Intergovernmental Trade Network (MITN) e-procurement system. Notification was sent to over one thousand (1,000) vendors including two hundred eighteen (218) that hold the classification of minority owned, women owned, veteran owned, disabled, disadvantaged or service disabled.

- 
- Nine (9) bids were received on February 18, 2025 (see Bid Summary Sheet) and the lowest bidder who has demonstrated the ability to complete the work is F. Allied Construction Company, Inc. Their bid was in the amount of \$566,522.01.
  - The low bid is competitive with current market prices. F. Allied Construction Company, Inc. has successfully completed similar projects for the City of Southfield, City of Wixom, and the Road Commission for Oakland County. Our consultant, Fishbeck, has verified their references with other communities and found them to be positive and supportive of awarding this project. They have also been successful as a sub-contractor in the City of Farmington Hills, most recently as the paving sub-contractor to Fonson Company on the Fairway Hills Local Road Reconstruction project in 2024. It is our opinion they can adequately perform the work as outlined in the contract.
  - Construction is anticipated to commence in April 2025 and be substantially completed by November 2025.
  - A mailing notice will be sent to all residents and property owners within the project area that will include staff contact information, instructions for signing up for the project-specific Listserv, as well as "Frequently Asked Questions" for the project. The mailing will also provide a contact name and phone number for anyone requesting an over the phone consultation to address any further questions they may have. This information will also be posted to the City's website.
  - In an effort to assure that residents and property owners are as informed as possible, an Open House meeting will be held prior to the start of construction. Residents and property owners will be invited to view the final construction plans and have their questions addressed by staff.
  - To provide further outreach, a second mailing will be provided to all residents and property owners prior to construction beginning to identify the Construction Inspector assigned to the project, his or her contact information, and to identify the prime contractor that was awarded the contract.



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

**BID SUMMARY**

<b><u>CONTRACTOR</u></b>	<b><u>TOTAL</u></b>
F. Allied Construction Company, Inc. Clarkston, MI	\$566,522.01
Main Street Contracting Wayne, MI	\$573,817.46
Al’s Asphalt Paving Co. Taylor, MI	\$589,929.61
Asphalt Specialists Pontiac, MI	\$603,684.50
Springline Excavation, LLC Farmington Hills, MI	\$614,495.91
Fonson Company, Inc. Brighton, MI	\$616,749.39
Artisan Contracting of MI Highland, MI	\$634,655.00
Nagle Paving Company Novi, MI	\$647,589.96
Santos Cement 1, Inc. Lincoln Park, MI	\$662,180.46

*Table Description: Summary of bid results for the Shady Ridge Gravel Conversion to Hard Surface Project.  
\* Indicates corrected total.*

**RECOMMENDATION**

- IT IS RESOLVED, the Shady Ridge Drive Gravel Conversion to Hard Surface Project be awarded to the lowest competent bidder, F. Allied Construction Company of Clarkston, Michigan, in the amount of \$566,522.01, and

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

Prepared by: Dayton Emerson, Civil Engineer I  
 Reviewed by: James Cubera, P.E., City Engineer  
 Department Authorization: Jacob Rushlow, P.E., Director of Public Services  
 Approved by: Gary Mekjian, P.E., City Manager

February 27, 2025  
Project No. 231255

Dayton Emerson  
Civil Engineer I  
City of Farmington Hills  
31555 West Eleven Mile Road  
Farmington Hills, MI 48336

### **Shady Ridge Drive Gravel Conversion to Hard Surface Project Bid Evaluation**

On February 18, 2025, bids were received for the referenced project. All bids were opened, found to be responsive, and read aloud. The City of Farmington Hills prepared a bid tabulation and provided it to Fishbeck for review and evaluation of the bids. The “As-Read Bid” prices were found to have no errors and no corrections were made. Following is a summary of the bids:

<b>1. F. Allied Construction Company Inc.</b>	<b>\$566,522.01</b>
2. Main Street Contracting	\$573,817.46
3. Al’s Asphalt Paving Co.	\$589,929.61
4. Asphalt Specialists	\$603,864.50
5. Springline Excavating, LLC	\$614,495.91
6. Fonson Company, Inc.	\$616,749.39
7. Artisan Contracting of MI	\$634,655.00
8. Nagle Paving Company	\$647,589.96
9. Santos Cement 1, Inc.	\$662,180.46

F. Allied Construction Company Inc. (Allied Construction) was the lowest bidder at \$566,522.01. It should be noted the Engineer’s estimated construction cost was \$640,000.00. Fishbeck has reviewed the bid tabulation and did not observe any fatal errors nor grossly unbalanced bid items during the review process.

### **Contractor Evaluation**

City staff requested Fishbeck to contact the listed references and provide a comprehensive review as part of the bid evaluation process. The following references were contacted, and the listed projects were discussed:

#### **City of Southfield**

Project: 2023 Patching Program

Description: Patching a water main due to a break, and various other small projects

Contract amount: \$467,228

Contact: Leigh Schultz, [lschultz@cityofsouthfield.com](mailto:lschultz@cityofsouthfield.com), 248.796.4812

#### **City of Wixom**

Project: 2022 Road Maintenance Program Maple Run II

Description: Asphalt milling, asphalt paving, and curb installation

Contract amount: \$751,073

Contact: Tim Sikma, [DPWAdmin@wixomgov.org](mailto:DPWAdmin@wixomgov.org), 248.624.0141

## Road Commission for Oakland County

Project: 2023 SAD Program

Description: Asphalt milling, asphalt paving, and storm sewer improvements

Contract amount: \$4,592,480

Contact: Wayne Dabrowski, [wdabrowski@rcoc.org](mailto:wdabrowski@rcoc.org), 248.294.9809

We received feedback from Leigh Schultz (City of Southfield) and Tim Sikma (City of Wixom). However, Wayne Dabrowski (Road Commission for Oakland County) indicated he has been advised by the Road Commission for Oakland County Legal Department not to comment on any experience with contractors. The following summarizes some of the comments received:

- Allied Construction has completed several paving projects for the City of Southfield and is a preferred contractor for the city.
- Allied Construction has pushed start dates on some projects but has completed the projects prior to the final completion date.
- No communication issues with Allied Construction were described; however, the City of Southfield noted Allied Construction would overcommunicate with the design engineer at times.
- Good at what they do and are willing to come up with solutions in the field.
- Allied Construction is known to go above and beyond to accommodate residents. All feedback received indicates they do a great job communicating with residents.
- No claim issues were reported. The City of Southfield stated all contract extras were warranted.
- Both the City of Southfield and the City of Wixom had overall very good project experiences with Allied Construction and would hire them again.

Additionally, Allied Construction was a subcontractor on the Brittany Drive Culvert Replacement project. Allied Construction was responsible for paving the road after the Brittany Drive culvert was installed. Fishbeck inspection staff who worked on the Brittany Drive Culvert Replacement project stated Allied Construction had good equipment and worked well on the project.

## Recommendation

Considering the above information, Fishbeck recommends the City award the Shady Ridge Drive Gravel Conversion to Hard Surface Project contract to Allied Construction Company, PO Box 1290, 9633 Northwest Court, Clarkston, MI 48347 in the amount of \$566,522.01.

If you have any questions or require additional information, please contact Mike at 248.324.4796 or [mtlepppek@fishbeck.com](mailto:mtlepppek@fishbeck.com), or Paul at 248.324.2137 or [pkammer@fishbeck.com](mailto:pkammer@fishbeck.com).

Sincerely,



**Mike Lepppek, PE**  
Senior Civil Engineer



**Paul J. Kammer, PE**  
Senior Civil Engineer

By email



# City of Farmington Hills

## Shady Ridge Gravel Conversion to Hard Surface



Legend

 Gravel Road Conversion

**MINUTES  
CITY OF FARMINGTON HILLS  
FARMINGTON HILLS CITY COUNCIL  
CITY HALL – COMMUNITY ROOM  
MARCH 3, 2025 – 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 Brown, and City Attorney Joppich

**CLOSED SESSION ITEM:**  
**CONSIDERATION OF APPROVAL TO ENTER INTO A CLOSED SESSION TO DISCUSS COLLECTIVE BARGAINING NEGOTIATIONS WITH FIREFIGHTERS ASSOCIATION OF MICHIGAN (FAOM). (NOTE: COUNCIL WILL RETURN TO OPEN SESSION IMMEDIATELY FOLLOWING THE CLOSED SESSION).**

MOTION by Bridges, support by Boleware to enter into a closed session to discuss collective bargaining negotiations with Firefighters Association of Michigan (FAOM).

MOTION CARRIED 7-0.

MOTION by Boleware, support by Bridges to return to open session at 6:30pm.

MOTION CARRIED 7-0.

**STUDY SESSION ITEMS:**  
**DISCUSSION ON THE USE OF CITY FACILITIES POLICY AMENDMENTS REGARDING CITY HALL ROOM RENTALS AND IDENTIFYING INTERIOR OF AMPHITHEATER**

Mayor Rich opened the discussion by noting that staff had revised the language to provide greater specificity, particularly regarding the designation of areas within Heritage Park, including the amphitheater.

City Clerk Lindahl explained that the revised policy now clearly outlines the amphitheater's interior as off-limits during events, while at other times it is considered part of the park's public space. City Attorney Joppich further clarified that:

- A map has been attached to visually define the areas of the amphitheater's interior, including a clearly defined outline of the amphitheater, distinguishing it as the only specifically identified area within the park aside from park maintenance facilities. Section D.8 of the policy is adjusted to provide greater clarity, aligning with the City Clerk's recommendation to explicitly define the interior areas of the amphitheater.
- While the amphitheater itself is delineated as a restricted area during events, the surrounding park areas remain accessible to the public. Petition gathering and other free speech activities are permitted in all open-air areas of the park, which are designated as traditional public forums. This

designation aligns with legal precedent regarding free speech rights and this terminology in the policy ensures legal clarity in the event of a review by the courts or other legal entities.

- Certain park facilities, such as the Spicer House and the pavilion, are restricted when rented for private events. During these times, petitioners and other individuals engaging in free speech activities are not permitted within these rented spaces. However, the surrounding areas, including the playground and splash pad, remain traditional public forums where free speech activities may take place.
- Parking lots and roadways are explicitly excluded from petitioning activities. This restriction is based on public safety concerns.

#### Council Questions and Discussion

In response to a question from Council Member Boleware on whether petitioners could collect signatures in private event spaces if invited by the host, City Attorney Joppich confirmed that while the policy does not explicitly allow it, enforcement would be based on complaints, and an invitation would likely prevent any issue from arising.

Council Member Knol expressed concern that the policy remains difficult to navigate, requiring individuals to read multiple sections to understand the rules. She suggested that the City Clerk's Office create a one-page reference document listing permitted and restricted areas for petitioning to make the information more accessible.

It was the consensus of council to bring the policy back to a regular meeting for approval of the amendment regarding the amphitheater.

Mayor Rich reiterated that revising the policy to allow for signature gathering would apply to all free speech activities. She also noted that discussions on the policy as it relates to other city facilities, such as City Hall and the Costick Center, would continue at a future time.

#### **DISCUSSION ON POLICY REGARDING SPONSORSHIP OF EVENTS, NAMING RIGHTS, AND ADVERTISING**

City Manager Mekjian introduced updates to the 2011 policy, noting that significant revisions were needed due to new city facilities and the establishment of the Communications and Community Engagement Department. The proposed changes include:

- Updating language to reflect the new Communications and Community Engagement Department.
- Enhancing promotional opportunities for sponsored events through press releases, digital platforms, newsletters, and print materials.
- Establishing new thresholds for donation approvals:
  - Donations of \$25,000 or less may be approved by the department director.
  - Donations exceeding \$25,000 require approval from both the department director and city manager.
- Maintaining City Council's authority over naming rights for city facilities.
- Aligning the policy with public art initiatives, allowing significant financial contributions for public art projects.

#### Council discussion

In response to questions from Council Member Bridges, City Manager Mekjian acknowledged that the revised policy removes Council from the approval process for donations and sponsorships up to \$25,000.

He explained that this change was intended to streamline the donation process, allowing donations to be made without waiting for a Council meeting or without having to schedule a special meeting. Council Member Bridges expressed his preference to restore Council's role in approving donations exceeding \$20,000, arguing that elected officials should be involved in such financial decisions. There did not seem to be a compelling reason to change this process. Council Member Dwyer agreed.

Special Services Deputy Director Farmer provided background on prior sponsorship and grant-seeking efforts for the Special Services Department, noting that a contractor had been hired to pursue grant funding at no cost to the City, where the contractor would take a percentage of what was brought in, with only limited success. Over the past five years, from 2021 to 2026, grant funding totaled approximately \$830,000 so far. \$600,000 in donations was received last year with 50% of that amount coming from in-kind contributions.

Council Member Knol highlighted the need to distinguish between different types of financial contributions. She referenced the sponsorship model used in Sterling Heights, where businesses provide funding for specific festival events in exchange for naming rights. Under that model, Council does not approve event sponsorships, as they are managed administratively through staff. She argued that Council should only be involved in approving naming rights for permanent facilities, such as parks or buildings, rather than event-related sponsorships, and did not need to approve sponsorships at all. Requiring Council approval for event sponsorships would hinder the ability to secure funding in a timely manner.

Council Member Bruce agreed with Knol's perspective. He recalled that past policy changes stemmed from concerns regarding naming decisions, which had been done outside of Council's approval.

City Attorney Joppich confirmed that the 2011 policy had been established to provide clarity on sponsorships and naming rights, ensuring that permanent naming decisions remained with Council while event sponsorships could be managed administratively.

Mayor Pro Tem Dwyer suggested breaking the policy into distinct categories to specify what decisions should be brought before Council and which can be handled administratively. The current proposal lacks sufficient detail.

City Attorney Joppich confirmed that under the 2011 policy, monetary contributions required approval based on their value:

- Donations up to \$9,999 required approval from the Special Services Director.
- Donations between \$10,000 and \$19,999 required approval from both the Special Services Director and the City Manager.
- Donations exceeding \$20,000 required City Council approval.

Council Member Bridges supported Council retaining its previous level of oversight.

Council Member Aldred expressed general support for the proposal but inquired whether a comprehensive list of facilities subject to naming rights had ever been established. City Manager Mekjian confirmed that no such list exists, and naming rights decisions continue to be addressed on a case-by-case basis, requiring Council approval.

Further discussion focused on the following:

- Clarification on Sponsorships vs. Naming Rights: Council discussed the distinction between sponsorships and naming rights. It was noted that if a company wishes to fund a permanent structure (e.g., an awning over baseball fields) and have their name associated with it, this will fall under naming rights. Conversely, sponsoring an event like a softball tournament would be considered a sponsorship.
- Regarding event sponsorship, the policy revision primarily seeks to increase revenue for the Special Services Department. However, donations could be made to any department, including police or fire services, not just Special Services.
- A process should be put in place for the Arts Commission to have input on how public art donations are handled, particularly for permanent installations.

It was suggested that the policy language be revised to ensure that Council is at least notified of donations. A recommendation was made to specify that all donations of \$25,000 or less require department director approval with notification to both the City Manager and Council, while donations exceeding \$25,000 require approval from both the Special Services Director and City Manager, with notification to Council. The City had received \$600,000 in sponsorships last year without Council being notified of the donors.

Council Member Bridges was concerned that the proposed policy changes may shift too much decision-making authority to City administration. City Council represents the public and should retain oversight, particularly in financial matters.

Council Member Knol offered a different perspective, suggesting that increasing sponsorship approval thresholds aligns with inflation and ensures the City secures value for taxpayers. Additional sponsorship revenue is necessary to address budget deficits at the Hawk Community Center and other City programs. Allowing staff to design competitive sponsorship packages without requiring frequent Council approvals was a way to make the sponsorship process more attractive to businesses. Requiring Council approval for smaller sponsorships could delay funding opportunities and create administrative inefficiencies.

City Manager Mekjian confirmed that the City does not have the staff necessary to conduct large-scale fundraising and that external firms specializing in sponsorship acquisition could be engaged on a cost-neutral basis, earning a percentage of the funds they secure.

#### Moving forward

- There was support – but not consensus – that temporary sponsorships, such as those for City events, could be handled administratively. Some Council Members continued to support Council approving sponsorships over a certain amount, such as \$20,000 or \$25,000
- Permanent naming rights should require Council approval, ensuring proper oversight and alignment with city policies
- Tiered sponsorship levels for events like the City's open house could be developed in coordination with the Communications Department, similar to those used by the Chamber of Commerce, where sponsors receive recognition based on contribution levels.
- Council deliberated on the frequency of reports regarding sponsorships. While annual reporting was suggested, some members pointed out that more frequent reporting would keep them informed

and allow timely acknowledgement of contributors. Consensus leaned towards quarterly reports for all monetary sponsorships exceeding \$5,000.

- City Manager Mekjian proposed that sponsorship revenues be included in the city's financial reports. This integration would provide transparency and allow for comprehensive tracking of funds.

**ADJOURNMENT**

The Study Session meeting was adjourned at 7:07pm.

Respectfully submitted,

Carly Lindahl, City Clerk

MINUTES  
CITY OF FARMINGTON HILLS  
CITY COUNCIL MEETING  
CITY HALL – COUNCIL CHAMBER  
MARCH 3, 2025 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Rich at 7:30PM.

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

Council Members Absent: None

Others Present: City Manager Mekjian; Assistant City Manager Mondora; City Clerk Lindahl; Directors Aranowski, Kettler-Schmult, Rushlow, and Sullen-Winn, and City Attorney Joppich

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Lincoln of Scout Troup 179.

**APPROVAL OF REGULAR SESSION MEETING AGENDA**

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

MOTION CARRIED 7-0.

**PROCLAMATION RECOGNIZING TOM NEGOSHIAN**

The following proclamation was read by Council Member Bridges and accepted by Tom Negoshian:

**PROCLAMATION  
Recognizing Tom Negoshian  
March 3, 2025**

**WHEREAS,** Tom Negoshian has dedicated an extraordinary 43 years to coaching in Farmington Public Schools, leading not only boys’ basketball, but also coaching girls’ basketball, track and field, and football; and,

**WHEREAS,** he served as a teacher in Farmington Public Schools for 37 years, bringing the same dedication to the classroom that he did to the court and field; and,

**WHEREAS,** during his 55-year coaching career, working with athletes from junior high to the collegiate level, Coach Negoshian has impacted well over 1,000 students, instilling in them the values of discipline, teamwork and perseverance; and,

**WHEREAS,** beyond his coaching duties, his unwavering commitment to youth development and community engagement has positively impacted students and families in our city, including through founding programs such as "Athletes Against Drugs" in Farmington Public Schools; and,

**WHEREAS,** in recognition of his outstanding contributions to high school basketball and the broader community, Coach Negoshian was recently inducted into the Basketball Coaches Association of Michigan Hall of Fame; and,

**WHEREAS,** Coach Negoshian's wife Kathy has continued to support his passion through more than 50 years of marriage, and his sons, Ryan and Todd, carry on their father's legacy, following in his footsteps as varsity coaches.

**NOW, THEREFORE,** I, Theresa Rich, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby honor **Tom Negoshian** for the profound impact he has had on the Farmington Hills community and beyond and thank him for his lifelong commitment to shaping youth and strengthening our community.

**PROCLAMATION RECOGNIZING MARCH 2025 AS WOMEN'S HISTORY MONTH**

The following proclamation was read by Council Member Knol and accepted by Directors Aranowski, Kettler-Schmult and Sullen-Winn:

**PROCLAMATION  
Women's History Month  
March 2025**

**WHEREAS,** throughout history, extraordinary women of every race, class, ethnicity and socioeconomic background have made significant contributions to our nation in countless ways, both recorded and unrecorded; and,

**WHEREAS,** through leadership, ingenuity and hard work, generations of women have made significant contributions in science, medicine, technology, business, politics, entrepreneurship, arts and culture, and the military; and,

**WHEREAS,** women worked to secure their own rights of suffrage and equal opportunity, and played vital roles in the abolitionist, emancipation, civil rights and industrial labor movements, as they worked to create a more just and fair society for all; and,

**WHEREAS,** women play critical economic, cultural, and social roles in our society and constitute a significant portion of the labor force working both inside and outside the home; and,

**WHEREAS,** as we venture into the future, gender will be no obstacle to what women can accomplish as they open new doors, embrace innovative ideas, and continue to create a profound and positive impact on our society and community.

**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 March 2025 as **Women's History Month** in Farmington Hills, and call upon our citizens, public and private institutions, businesses and schools to celebrate the history and achievements of the countless women who have helped to promote a more equitable society and have created possibilities for generations of women to come.

**ANNOUNCEMENTS/PRESENTATIONS FROM CITY BOARDS, COMMISSIONS AND PUBLIC OFFICIALS**  
**PRESENTATION OF HISTORIC DISTRICT COMMISSION 2024 ANNUAL REPORT. CMR 3-25-31**

Historic District Commissioner and Recording Secretary Alec Thompson presented the 2024 Historic District Commission Annual Report.

MOTION by Aldred, support by Boleware, to accept the Historic District Commission 2024 Annual Report.

MOTION CARRIED 7-0.

**PRESENTATION BY SCHOOL BOARD MEMBER ANGIE SMITH IN HONOR OF NATIONAL READING MONTH**

School Board Member Angie Smith presented books to each Council Member and thanked Council Members for participating in National Reading Month by reading with students in the Farmington Public Schools.

**CORRESPONDENCE**

Council Member Knol received correspondence regarding chicken coops and forwarded it to the City Manager. She requested a review and comparison of related ordinances in municipalities similar to Farmington Hills in western Oakland County.

Mayor Rich received correspondence regarding offerings for the neurodivergent community and forwarded it to the City Manager, in order to have discussion about making sure Farmington Hills is a totally inclusive community.

**CONSENT AGENDA**

MOTION by Bridges, support by Aldred, to approve consent agenda items 7 through 8.

Roll Call Vote:

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

Nays: NONE

Absent: NONE

Abstentions: NONE

MOTION CARRIED 7-0.

MOTION by Knol, support by Bruce, to approve consent agenda items 9 through 10.

Roll Call Vote:

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

MOTION CARRIED 6-0-0-1.

### **CONSENT AGENDA ITEMS FOR DISCUSSION**

There were no consent agenda items for discussion.

### **COUNCIL MEMBERS' COMMENTS AND ANNOUNCEMENTS**

Council Member Aldred highlighted the City's extensive summer camp offerings, noting that Farmington Hills hosted 277 summer camps last year, with 91% of families saying they would recommend a Farmington Hills summer camp to a friend. These programs are revenue-generating, with 28% of the revenue coming from outside the City. He encouraged residents to enroll their children, as registration began in January and spots fill quickly. Council Member Aldred also mentioned upcoming hiring events on March 11 and March 17 for seasonal positions related to summer camps and other City programs. He commended the Special Services Department for its role in making recreation a defining feature of Farmington Hills and encouraged continued investment in these programs.

Mayor Rich wished Ramadan Mubarak for those who are observing Ramadan.

Mayor Rich also mentioned:

- "Walk the Hawk" event tomorrow at noon on the third floor of The Hawk, for those who might want to share a point of view regarding the City.
- Greater Farmington Chamber of Commerce State of the City event will be held April 1, 7:00pm, at The Hawk, with a business expo from 4:30pm-6:30pm the same day. The event is free, and presenters will be Chancellor of Oakland Community College, Superintendent of Schools, Mayor of the City of Farmington, and Mayor Rich.

### **CITY MANAGER UPDATE**

City Manager Mekjian highlighted the following:

- Yard waste pickup resumes the first full week in April, starting April 7.
- As mentioned, there are upcoming hiring events on March 11 and March 17, both starting at 5pm. There are over 200 seasonal position opportunities at the Special Services and Public Services departments.

### **PUBLIC HEARING**

**PUBLIC HEARING AND CONSIDERATION OF PLANNED UNIT DEVELOPMENT 2, 2024 INCLUDING SITE PLAN 56-8-2024, MULBERRY PARK AND THE TABERNACLE MULTI-FAMILY HOUSING, LOCATED ON 13 MILE ROAD, WEST OF MIDDLEBELT ROAD. CMR 3-25-32**

#### **Staff Comments and Planning Consultant Review**

Director of Planning and Community Development Kettler-Schmult introduced this agenda item, noting that this request for approval of Planned Unit Development 2, 2024 including Site Plan 56-8-2024, was before City Council on January 13, when it was postponed to tonight's hearing.

Council Member Bridges asked that tonight's discussion include staff responses to the suggestions and comments made by Council at the January meeting.

Council Member Bruce asked for a brief summary of enforcement actions on the properties being discussed, especially as the existing homes on the properties had apparently been allowed to rot over time. Director Kettler-Schmult said she would gather that information and forward it to Council.

Referencing his February 25, 2025 memorandum, Planning Consultant Tangari, Giffels Webster, provided an overview of the revisions made to the site plan since it was last presented to the Council. Key changes included a reduction in unit count, modifications to setbacks, adjustments to circulation and access points, and revisions to tree removal and replacement plans.

#### Unit Count Adjustments:

- The total number of units for the entire project was reduced from 76 to 69.
- The development remains divided into two sections: the Tabernacle (Baptist Manor) side and the Mulberry Park side.
- The number of two-story townhome units for sale in Mulberry Park decreased from 40 to 36.
- The number of 55-plus ranch units on the Tabernacle side decreased from 36 to 33.
- Based on ordinance calculations that factor in room counts, the project now includes 243 rooms, down from 268, aligning with the density requirements of the RC-1 district.

#### Setback Modifications:

- The stormwater ponds were consolidated into a single pond on the far east side of the project.
- The front setback for both the Tabernacle and Mulberry Park sections was adjusted to 67 feet for both, previously 62 and 82 feet, respectively.
- The rear setback, adjacent to the neighborhood behind the development, increased to 83 feet for Tabernacle and 85 feet for Mulberry Park, from the previous 60 and 76 feet.
- The east side setback, where an occupied neighboring home is located, increased from 45 feet to 165 feet.
- The setback to the west, abutting Baptist Manor, was reduced from 37 feet to 10.79 feet.
- Buildings along the east property line that previously had walkouts were removed, with the stormwater pond occupying this space.

#### Circulation and Access Changes:

- One access point along 13 Mile Road was removed.
- The boulevard previously planned across the street from the Westgate entrance on 13 Mile was eliminated, making the width of that access point consistent with the Westgate entrance.
- A direct connection between this development and Baptist Manor was incorporated, allowing movement between the two sites without requiring access to 13 Mile Road.
- Additional sidewalks were added throughout the project, including along 13 Mile, connecting to interior pathways leading to two new small park areas with seating.

#### Public Art and Landscaping:

- The applicant's narrative mentioned a designated space for public art along the 13 Mile frontage, though its specific location was unclear and would likely be addressed in their presentation.
- Minor changes were made to tree removal plans due to the site reconfiguration, reducing the tree replacement shortfall to 19, down from previous estimates. 59 trees will be planted as replacement trees, with some of those trees being planted on the Baptist Manor site.

### **Presentation by applicant**

Aaron and Steven Schafer, Schafer Development, were present on behalf of this application. Jacob Geiger, Traffic Engineer, Fleis & VandenBrink, was also present.

Aaron Schafer presented the revised site plan for the proposed Mulberry Park and The Tabernacle Multi-Family Housing project. Several modifications were made in response to feedback from City Council and residents during prior meetings in January and February.

### **Community Engagement:**

- Since first contracting the property in early 2024, the development team has engaged in multiple discussions with local homeowner associations, including the Westgate HOA Board, Holly Hill Farms HOA Board, and additional meetings after the February 10th study session. The revised plans incorporate nearly all comments from previous Council discussions.

### **Changes from Previous Site Plan:**

- The earlier plan had 76 units (36 at The Tabernacle, 40 at Mulberry Park). The revised plan reduces this to 69 units (33 at The Tabernacle, 36 at Mulberry Park).
- Density has decreased from 6.3 to 5.5 units per acre, with an associated reduction in total room count. The revised plan remains significantly below the RC-1 zoning maximum.
- The room yield per acre has been adjusted from a previous range of 20 to 22 to a new range of 18 to 19.5, keeping it below the RC-1 limit of 276 total rooms.
- This reduction translates to 25 to 35 fewer bedrooms, decreasing bedroom density by approximately 9-14%.

### **Comparative Density Analysis:**

- The revised site plan maintains a lower room yield per acre than neighboring developments along 13 Mile Road, demonstrating a gradual decrease in density from Orchard Lake to Middlebelt Road. For reference, the room yield per acre is:
  - Glen Oaks: 21 rooms/acre
  - Revised PUD Plan: 18-19.5 rooms/acre
  - Cove Creek: 17 rooms/acre

### **Site Plan Modifications and Enhancements:**

- Traffic and Access Improvements:
  - The project team met with the Mayor's Office and Traffic and Engineering departments in January, where alignment with Westgate Drive was strongly recommended to avoid left turn conflicts due to the hill near Westgate.
  - The development's primary entrance has been relocated to align with Detroit Baptist Drive's signalized intersection.
  - The secondary entrance is directly across the street from Westgate Drive, designed to meet International Fire Code requirements and Engineering and Traffic recommendations.
  - The project reduces the number of curb cuts on 13 Mile from five to one.

### **Stormwater Management and Open Space Enhancements:**

- The revised plan consolidates stormwater retention into one basin, eliminating the western basin on The Tabernacle property.
- Stormwater currently flows south and east, impacting neighboring properties. The development will redirect all stormwater runoff, including roof drains, into the expanded eastern stormwater basin.

- Rear yard swales and stormwater catch basins along the roadway will route water to the eastern basin before releasing it at an agricultural rate into the 13 Mile storm system.
- Limited grading and clearing will be performed in the southernmost areas to preserve legacy trees while addressing existing drainage concerns.
- More communal and recreational space has been incorporated.
- The revised site plan incorporates sidewalks on both sides of the internal roadways to improve pedestrian accessibility. A direct pedestrian connection south of the primary entrance will allow access to Baptist Manor's campus via two routes: the 13 Mile frontage sidewalk and the internal sidewalk along the new drive.
- Two placemaking and amenity spaces have been designated in the central corridor and southeast quadrant of the property.
- The project will include a public art installation along the 13 Mile frontage, with final placement to be determined in coordination with engineering staff.

Increased Buffering and Setbacks:

- The rear yard setback to Holly Hill Farms has increased from the required 35 feet to 83-86 feet, providing an additional 48-51 feet beyond zoning requirements.
- Southernmost building configurations were modified to include only three- and four-unit buildings to reduce visual impact on adjacent properties.

Baptist Manor Adjustments:

- Baptist Manor has agreed to remove a duplex along 13 Mile Road to facilitate the new primary entrance.
- Discussions are ongoing regarding the removal of four aging duplexes along the shared western property line, with the possibility of replacing them with two four-plex units. The overall density of Baptist Manor would remain unchanged.

Landscaping and Tree Preservation:

- The revised clustered development plan reduces the deficient tree calculation from 85 to 59 trees, preserving 26 additional legacy trees.
- Extensive landscaping will be installed along the 13 Mile frontage, with Baptist Manor planting additional trees to compensate for any deficiencies.
- Over one-third mile of new landscaping will extend from Baptist Manor through the Tabernacle to Mulberry Park.

Housing Market Considerations:

- The proposed townhomes at Mulberry Park will start at approximately \$400,000, which is lower than recently built single-family homes in Farmington Hills, which range from \$500,000 to over \$700,000.
- Comparable townhouse developments in the region show higher price points (Gramercy Ridge is starting at \$700,000 or more), indicating strong demand for attached housing and also pointing out the need for more moderate priced housing to support younger home buyers.
- The Rose Senior Living Development has rental rates starting at \$4,300 per month. In contrast, Baptist Manor Ranch units will start in the low-to-mid \$2,000 range, offering a more affordable alternative with similar amenities. Residents of The Tabernacle will have access to Baptist Manor's services, including housekeeping, laundry, and additional care as needed.

Summary of Public Benefits and Amenities:

- A central gathering space and public art installation are planned along the 13 Mile frontage.
- A fitness trail and meandering pathway will replace the previously planned western basin.

- A native landscape garden, butterfly corridor, and benches will be incorporated to enhance ecological stability.
- An additional park area south of the eastern basin will provide scenic seating with views of the tree preservation buffer.
- A three-foot landscape wall will be installed along select areas for privacy, particularly for Holly Hill residents and future community members.

Alignment with the City's Master Plan:

- The development addresses the need for "missing middle" housing, catering to young professionals, first-time homebuyers, and seniors seeking a maintenance-free lifestyle.
- The City's master plan highlights a growing demand for senior housing as the baby boomer demographic continues to age.
- The special planning area designation for this property encourages creative higher-density residential development.
- The proposal includes setbacks of 83 to 86 feet to buffer the new development from existing single-family neighborhoods.
- The master plan allows for a mix of detached and attached housing styles, which is reflected in the project's combination of ranch and two-story units.

**Public Hearing**

Mayor Rich explained the process for public comment and opened the Public Hearing.

Mayor Rich read a list of individuals who would like to go on record as being opposed to this PUD/site plan request: Beverly Mihalko, Joanne Zechar, Joe and Kathy Sterbling, Lindsey Matych, Michele Nagoda, Amy Broglin-Peterson, Charles Spiess, John Nagoda, Mark Sanders, Patricia Labrecque, Paul Shultz, Roger Matuz, Brant Kessel, Douglas and Mamie Roberson.

Sam Rabah, Westgate, was concerned about traffic on 13 Mile Road near Westgate. While deceleration lanes exist for residential streets between Farmington Road and Haggerty Road, there are none between Westgate and Orchard Lake, creating hazardous conditions. Mr. Rabah described frequent incidents where vehicles following too closely attempt to pass him in the left-turn lane as he slows down to enter his subdivision, including one occasion where he had to reverse to avoid a head-on collision. He urged Council to consider installing a deceleration lane to improve safety and prevent future accidents.

Michael Pucher, Westgate, supported the request for deceleration lanes. He also expressed concerns about the density of the proposed development, noting that the Robertson project at 12 Mile and Inkster has 75 units on 30 acres, while the 13 Mile proposal seeks to place 69 units on 15 acres. Mr. Pucher emphasized the unique character of the Westgate neighborhood, with its custom homes and distinctive landscaping, and questioned how the new development might impact property values. Lastly, he requested action on longstanding blight issues in the area, noting that they have persisted for years.

Wanda Whalen, Woodbrook Street, was strongly opposed to the proposed Planned Unit Development. While she is not against new construction, she objected to this development at this location. She emphasized concerns about the impact on longtime residents, many of whom have lived in the area for decades, and believed the development would alter the character of the neighborhood. She also cited existing traffic congestion on the two-lane roadway, and voiced skepticism about developers' promises, urging the City to prioritize the interests of current residents over large-scale development.

Michele Nagoda, Richmond Hill, noted that with the ongoing closure of I-696, local roads such as 12 Mile and 13 Mile will experience increased congestion, which will be further exacerbated by construction. She questioned the adequacy of parking for community gatherings and expressed concerns that the development's density is far greater than what is typical in the area. She urged the City to consider a more moderate increase in housing rather than the proposed 69 units.

John P. Nagoda, Westgate subdivision, reiterated his opposition to the proposed development, citing concerns over density and safety. He emphasized that while the developers' projections account for unit numbers, the real impact will be the increased traffic flow and congestion caused by residents and their vehicles. He highlighted past safety issues, particularly after the removal of deceleration lanes about 20 years ago. He expressed skepticism regarding developer commitments, referencing a long-unfulfilled promise for a brick wall along Northwestern Highway relative to development there, which wall remains unbuilt after 30 years.

Amy Broglin-Peterson, Northbrook Street, urged Council to reject the revised proposal, stating that it fails to address key concerns raised in previous meetings, including density, traffic safety, affordability, and compatibility with the surrounding area. She questioned why the subject properties have been allowed to deteriorate into blight, despite city ordinances designed to prevent such conditions. She alleged that the property owner has deliberately neglected the area, citing violations such as standing cesspools, in-ground oil tanks, and unsecured structures. She asked the City to enforce its ordinances and facilitate the sale of the properties rather than approving high-density development.

Adele Letterman, Westgate subdivision, expressed continued opposition to the proposed development, stating that even with the reduction from 76 to 69 units, the density remains too high for the area. She recounted previous discussions with the developers, during which she was told that further reductions would make the project unprofitable. Ms. Letterman urged Council to prioritize the long-term well-being of Farmington Hills and its neighborhoods over financial considerations.

Louise Lieberman, Southbrook, reiterated concerns that the proposed development is too dense. Previous community feedback overwhelmingly opposed increased density in the area. She added her name, along with Arlene Spicer and Adele Letterman, to those formally opposing the project. Ms. Lieberman also pointed out that online public comments did not support zoning changes to allow higher density development.

Julie Skene, Highmeadow, voiced support for previous public comments and reiterated concerns about the proposed development's density and traffic impact. She objected to having two-story structures backing up to Holly Hill Farms and suggested that single-story units should be placed along the perimeter, with townhomes centralized within the development. While she acknowledged the revisions made to the proposal, she urged the developers to further address the height of buildings near existing single-family homes.

Laviv Matutuca, Richmond Hill, expressed agreement with previous public comments and raised concerns about the impact of the proposed development on the character and safety of the Westgate subdivision. The neighborhood is a quiet, well-connected community, and he worries that increased foot

traffic from the new development may lead to security concerns. Additionally, he questioned why the City is considering a proposal that does not conform to existing RA-1 zoning regulations.

Lindsey Matych, Holly Hill Farms, opposed the proposed development, arguing that it exceeds reasonable density for the area and contradicts zoning regulations. She contended that the developers' comparison chart contained inaccurate figures, particularly regarding Cove Creek, and that the proposed density is more than double that of comparable projects. Ms. Matych also raised concerns about significant tree removal, loss of open space, and the project's failure to provide adequate buffers between existing neighborhoods. She asserted that the proposal does not align with the city's master plan, prioritizing density over community benefits, and urged Council to reject the project.

John Good, Polo Club Drive, acknowledged the value of increasing residential density along major thoroughfares like 12 Mile and 13 Mile but emphasized the need for thoughtful design that respects existing neighborhoods. He highlighted the architectural significance of Holly Hill Farms and the custom-designed large lots in Westgate, suggesting that adjustments be made to reduce the density and lower the height of buildings along the southern boundary of the proposed project. He encouraged the City to pursue growth while ensuring that new developments are thoughtfully integrated into their surroundings.

Eric Schmidt, Holly Hill Farms, reiterated his strong opposition to the proposed development, citing concerns over excessive density and inadequate green space. The minor adjustments made to the plan do not align with the character of the area. Density should be reduced to levels comparable to Cove Creek. Mr. Schmidt also criticized the poor maintenance of the subject property, pointing out abandoned vehicles and debris visible from 13 Mile Road, which reflected a pattern of neglect. He questioned the developers' claims of ongoing engagement with residents, stating that no one he spoke with had been contacted by the developer, which raised doubts about their transparency. He urged the Council to reject the proposal.

Mayor Rich closed the Public Hearing and brought the matter back to City Council.

### **Traffic Study Discussion**

Council Member Bridges inquired about the traffic study results and how they were analyzed. Director of Public Services Rushlow explained that the city does not conduct its own traffic study, but reviews analyses submitted by the applicant's traffic engineer. The city received the latest traffic impact analysis on February 21, after business hours, and completed a review within a week. Due to timing constraints, the report was not included in Council's packet but was emailed to council members earlier today.

Public Services Director Rushlow noted differences between the latest traffic study and the previous one, particularly regarding traffic conditions at Westgate Drive and 13 Mile Road. He stated that additional questions remained regarding the methodology and findings.

- The study indicated that existing traffic conditions at Westgate Drive were already rated at a Level of Service (LOS) E, with projections showing a decline to LOS F upon project completion.
- The primary improvements sought by the City included connecting the site to the existing traffic signal and ensuring a second egress aligned with Westgate Drive to reduce turning conflicts.
- While these measures improved traffic flow, the study still projected increased delays at the intersection.

- The analysis did not include the impact of a potential deceleration lane for Westgate Drive, as that improvement falls outside the development site.

Council Member Aldred expressed concern that the traffic study was not available for thorough review before the meeting, emphasizing that traffic impact is a significant issue relative to this proposed development. He questioned why the new study showed a shift from an expected LOS C-to-F deterioration to an LOS E-to-F deterioration at the Westgate intersection.

Mr. Geiger, the applicant's traffic consultant, explained that the difference resulted from changes in evaluation methodology. The updated study assessed the intersection as a four-leg rather than a three-leg intersection, following Highway Capacity Manual (HCM) guidelines. This methodological adjustment, rather than project modifications, accounted for the shift in projected impact.

Aaron Schafer requested that Council consider tabling the matter in order to give the Schafers time to speak with their traffic engineer and city staff to evaluate constructing a deceleration lane along Westgate Drive, as requested by several speakers.

Mayor Rich asked the applicant if they would consider funding a deceleration lane if the City's traffic engineer determined it to be warranted. Steven Schafer acknowledged the request and indicated willingness to collaborate on this matter. He noted that traffic reports showed no recorded accidents in the last four years at the intersection. He affirmed a willingness to eliminate or relocate the access point to Westgate, pending approval from city staff and emergency services. A potential alternative included installing a breakaway gate for emergency access only. Steven Schafer emphasized that the revised plan integrates new units along Baptist Manor, providing a direct and improved entry to the development, reducing reliance on the Westgate access

Council Member Boleware noted that the study found morning congestion at LOS E and evening congestion at LOS F, with part of the delay stemming from the timing of the traffic signal at Detroit Baptist Manor, which has a 110-second cycle length. Mr. Geiger confirmed that the signal's timing contributed to delays but also explained that adjusting that signal would affect the coordination of all traffic signals along 13 Mile Road.

Mr. Geiger noted that the proposed development would increase traffic delay at Westgate Drive by approximately seven seconds per vehicle, which was not considered a significant change. Vehicle queuing at Westgate was projected to increase by one foot, with the number of queued cars (2) remaining the same.

Council Member Aldred asked if prohibiting left turns from the development onto 13 Mile Road would improve safety. Mr. Geiger acknowledged that restricting movements generally enhances safety but also pointed out that the connection to the signalized intersection at Baptist Manor would naturally encourage most residents to exit via that route.

Council Member Dwyer was confident that the city's traffic division is capable of managing any potential traffic concerns. He emphasized that the development would not generate the kind of congestion seen in large employment centers and was unlikely to cause significant disruptions.

Araon Schafer reiterated their request to table the matter for further analysis of the deceleration lanes and additional review of traffic impacts.

Director Rushlow stated that the City had reviewed the updated study and found no major discrepancies. The primary question related to whether the queuing observations were based on field data or modeling, and it was confirmed that both were used. As stated, the study projected a minor delay increase of approximately seven seconds per vehicle at Westgate Drive, which was deemed insignificant.

Director Rushlow said there were no significant outstanding issues with the applicant's traffic study, and the City found the conclusions to be reasonable. Regarding the possibility of adding a deceleration lane, Director Rushlow explained that a separate analysis would be required to determine if such a lane would be appropriate, given the three-lane road configuration.

### **Impact on Neighboring Properties**

Council Member Knol inquired about changes to the site plan, particularly the relocation of Unit 5 and the resulting increase in green space and stormwater detention. She asked how the overall square footage of the development had changed between the original and revised plans. Aaron Schafer said he could provide this information to Council.

Council Member Knol expressed concerns about the placement of two-story buildings near Holly Hill, stating that the larger setback was beneficial but did not mitigate the visual impact in winter months when tree foliage is reduced. She suggested continuing the one-story ranch units along the perimeter to minimize this effect. Steven Schafer responded that some Holly Hill homes are tri-levels or two-story structures, and the proposed design aligns with existing development patterns. However, he was open to modifying the proposal by increasing the number of ranch units.

Council Member Knol reiterated concerns regarding the impact of density on adjacent neighborhoods, particularly Holly Hill. She advocated for reducing density further by incorporating more single-story units, which she believed would be less intrusive for neighboring residents. Council Member Knol also suggested that a shift toward condominiums rather than townhouses could be more compatible with market demand, noting that many residents in the area seek single level living arrangements for downsizing. Such a change could maintain profitability while preserving green space and reducing environmental impacts.

Council Member Bruce emphasized that the proposed development would significantly alter the RA-1 zoning character of the area, effectively transitioning it to an RC-3 density. He strongly opposed the plan, stating that zoning changes should not be made in a way that disrupts neighborhood stability. He expressed concerns that the existing properties had been intentionally neglected to facilitate higher-density development and maintained that the site could still be developed within RA-1 parameters.

Council Member Aldred appreciated the substantial changes made in the site plan. He agreed that the density should be reduced further, to match the density of Cove Creek. He also supported ranch homes at the south of the property. He thought the proposal was close to approval.

Council Member Boleware highlighted the importance of multi-generational housing. She noted that the project could provide attainable and affordable housing, which is in high demand in Farmington Hills and

the surrounding areas. She acknowledged concerns about density but emphasized the value of offering housing options for young families looking to purchase their first home, as well as for seniors seeking downsized living arrangements. She supported the project's overall concept but stated that reducing density and incorporating acceleration and deceleration lanes for safety would be preferable.

Steven Schafer indicated willingness to reduce density to levels comparable with the Cove Creek development and to work with staff on the safest access points.

Mayor Rich echoed support for the project's overall concept, commending the applicant for implementing substantial changes based on previous feedback. She noted that the proposed development could encourage multi-generational living. Mayor Rich also pointed out the project's walkability and its proximity to amenities. She supported postponing the matter to allow for further refinements.

After further discussion and in collaboration with the applicant, Council agreed to postpone further discussion and until the first meeting in May.

MOTION by Bridges, support by Boleware, to postpone consideration of Planned Unit Development 2, 2024 including Site Plan 56-8-2024, Mulberry Park and The Tabernacle Multi-Family Housing, located on 13 Mile Road, west of Middlebelt Road to May 12, 2025.

MOTION CARRIED 6-1 (Bruce opposed).

Mayor Rich called a short recess at 10:00pm and reconvened the meeting at 10:10pm.

#### **UNFINISHED BUSINESS**

#### **CONSIDERATION OF AMENDMENT TO PLANNED UNIT DEVELOPMENT 2, 2021, INCLUDING REVISED SITE PLAN 59-5-2022, VILLAS AT PEBBLE CREEK (SARAH FISHER), LOCATED AT 27400 TWELVE MILE ROAD. CMR 3-25-33**

Planning and Community Development Director Kettler Schmult introduced this request to amend Planned Unit Development 2, 2021, including revised site plan 59-5-2022, for the Villas at Pebble Creek (Sarah Fisher). The primary modification is the removal of the northern driveway access point, which has been converted into open space. The project now features a single boulevard entrance off Inkster Road, with a gated emergency access point on Twelve Mile Road.

Tim Loughrin of Robertson Homes provided an overview of the amendment, emphasizing that the layout of the site remains largely unchanged except for the removed access point. He noted that the adjustment was made following discussions with city staff and that the traffic study addressed concerns related to the access change.

Council Member Aldred inquired about potential uses for the new open space. Mr. Loughrin responded that the area would primarily feature plantings as a buffer for adjacent homes. A sidewalk connection may be challenging due to grade differences.

Mayor Rich asked how preserving the chapel on site would be a benefit to the greater community. Mr. Loughrin explained that maintaining the chapel, which will be prominent from the road, as well as the

historic gates and signage, preserves the history of the Sarah Fisher orphanage. It will serve as an amenity for residents, featuring a kitchen, card area, and restrooms.

Mayor Rich also asked about the inclusion of an art park and adult play equipment. Mr. Loughrin stated that his team was open to incorporating such features in the PUD agreement and would explore options based on the council's feedback.

MOTION by Bruce, support by Bridges, to approve the amendment to the Planned Unit Development 2, 2021, including Revised Site Plan 59-5-2022, Villas at Pebble Creek (Sarah Fisher), located at 27400 Twelve Mile Road, CMR 3-25-33.

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

MOTION CARRIED 7-0.

#### **CONSENT AGENDA**

##### **RECOMMENDED APPROVAL OF USE OF CITY FACILITIES POLICY AMENDMENTS.**

MOTION by Bridges, support by Aldred, to approve the amendments to the Use of City Facilities Policy.

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 PROPOSAL FOR THE DEVELOPMENT OF THE CITY'S BRANDING GUIDELINES TO DESTINATION BY DESIGN IN THE AMOUNT OF \$70,000. CMR 3-25-34**

MOTION by Bridges, support by Aldred, to authorize the City Manager to issue a purchase order to Destination by Design for \$70,000 for the City's Branding Guidelines.

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 FEBRUARY 24, 2025.**

MOTION by Knol, support by Bruce, that the City Council of Farmington Hills hereby approves the City Council study session meeting minutes of February 24, 2025.

Roll Call Vote:

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

MOTION CARRIED 6-0-0-1.

**RECOMMENDED APPROVAL OF CITY COUNCIL REGULAR SESSION MEETING MINUTES OF FEBRUARY 24, 2025.**

MOTION by Knol, support by Bruce, that the City Council of Farmington Hills hereby approves the City Council regular session meeting minutes of February 24, 2025.

Roll Call Vote:

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

MOTION CARRIED 6-0-0-1.

**ADDITIONS TO AGENDA**

There were no additions to the agenda.

**PUBLIC COMMENTS**

Lawrence Kohl, Ramble Hills subdivision, expressed concern over the increasing deer population, stating that the animals are causing significant property damage and reducing property values. Deer are consuming plants, damaging trees, and making landscaping efforts futile. He urged Council to take action to address the issue.

In response, Mayor Rich noted that a study session dedicated to discussing the urban deer herd issue is scheduled for March 24 at 6 p.m. in Council Chambers.

Pea Gee, Farmington Hills resident, thanked Council Member Bruce for his consistent stance and commitment to addressing community concerns. She noted the City Manager made an excellent choice with the newly appointed Police Chief. She shared her admiration for the *Craft with a Cop* event held at The Hawk in December, where officers engaged with children in arts and crafts.

**CITY ATTORNEY REPORT**

City Attorney Report was received by council.

**ADJOURNMENT**

The regular session of City Council meeting adjourned at 10:32PM.

Respectfully submitted,

Carly Lindahl, City Clerk