

AGENDA
CITY COUNCIL STUDY SESSION
FEBRUARY 5, 2024 - 6:00PM
CITY OF FARMINGTON HILLS
CITY HALL – COMMUNITY ROOM
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com

1. Call Study Session to Order
2. Roll Call
3. [Discussion on Subcommittees](#)
4. 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.



OFFICE OF CITY CLERK

TO: Mayor and City Council Members
FROM: Carly Lindahl, City Clerk
DATE: February 5, 2024
SUBJECT: City Council Study Session Discussion on Subcommittees

Following discussion at the goals study session, it was the consensus of council to move forward with the following:

- Strategic Plan – updated city’s mission and vision statement and logo
- Discuss management of the Innovation Center
- Discuss the need to reinstate/reconfigure the IEES and MCMR commissions
- Potential collaboration with Farmington Public Schools - mental health symposium and economic development/job training

After follow-up conversations with the mayor and city administration, the idea of forming subcommittees to assist with achieving the above goals was discussed. With that, we are looking to council for their thoughts on developing such subcommittees.

AGENDA
CITY COUNCIL MEETING
FEBRUARY 5, 2024 – 7:30PM
CITY OF FARMINGTON HILLS
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com
Cable TV: Spectrum – Channel 203; AT&T – Channel 99
YouTube Channel: <https://www.youtube.com/user/FHChannel8>

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

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

STUDY SESSION (6:00P.M. Community Room– See Separate Agenda)

REGULAR SESSION MEETING

CALL REGULAR SESSION MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Approval of regular session meeting agenda
2. Proclamation recognizing [Optimist Day 2024](#)
3. Proclamation recognizing that [Hate Has No Home in Farmington Hills](#)

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 6-7)

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

PUBLIC QUESTIONS AND COMMENTS

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

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

CITY MANAGER UPDATE

NEW BUSINESS:

4. Consideration of approval of appointment of Mark Berke as magistrate to the 47th District Court. [CMR 1-24-10](#)
5. Consideration of [appointments](#) to various boards and commissions.

CONSENT AGENDA:

6. Recommended approval of purchase of a 2023 Ford Police Interceptor to replace totaled police fleet vehicle to Lunghammer Ford in the amount of \$44,195. [CMR 1-24-11](#)

7. Recommended approval of an agreement with Charge EV, LLC to provide electric vehicle charging stations at The Hawk. [CMR 1-24-12](#)

ADDITIONS TO AGENDA

8. Attorney Report

CLOSED SESSION:

9. Consideration of approval to enter into a closed session regarding pending litigations under Section 8(e) of the Open Meetings Act (*Reid v City of Farmington Hills, et al.* and *Wesley v Farmington Hills Police Department*) (Note: Council will return to open session immediately following the closed session to take action if needed and to close the meeting)

ADJOURNMENT

Respectfully submitted,

Carly Lindahl, City Clerk

Reviewed by:

Gary Mekjian, City Manager

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



**PROCLAMATION
In Recognition of Optimist Day
February 2024**

- WHEREAS,** Optimist International is a worldwide organization of people committed to optimism and self-development for the improvement of youth and community; and
- WHEREAS,** Optimist Day is recognized and celebrated annually on the first Thursday of February to recognize local Optimist organizations, celebrate their contributions to the community and encourage citizens to do something that brings out optimism in themselves or others; and
- WHEREAS,** the Optimist Club of Farmington & Farmington Hills has been a vital part of the community for more than 40 years; and
- WHEREAS,** this voluntary organization of civic-minded men and women is dedicated to community service, making a difference in the lives of others, and working with young people to help them reach their potential to make their dreams come true; and
- WHEREAS,** the membership of the Optimist Club of Farmington & Farmington Hills is composed of citizens drawn from business, industry, government, and other professions who use their talent and skills to contribute to the community in which they and their families draw daily benefits; and
- WHEREAS,** there are 2,500 Optimist Clubs in Optimist International, with more than 70,000 members worldwide who are contributing to their respective communities and encouraging a greater exchange of ideas between young people and adults.

NOW, THEREFORE, I, Theresa Rich, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby recognize the **Optimist Club of Farmington & Farmington Hills** and call upon our citizens, public and private institutions, businesses and schools to thank our local Optimist Club and honor this vital organization committed to the improvement of youth and community.

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


Theresa Rich, Mayor



**PROCLAMATION
Hate Has No Home
Feb. 5, 2024**

- WHEREAS,** the City of Farmington Hills is one of the most diverse communities in Oakland County with more than 83,000 residents who speak more than 60 languages; and
- WHEREAS,** the City's diversity allows its residents to listen to and learn from one another to become more understanding of each other's struggles and ideals; and
- WHEREAS,** City leaders have taken strategic and specific actions to promote a sense of belonging and inclusion among our community members, businesses, visitors, and employees; and
- WHEREAS,** Farmington Hills stands by its promise to keep its community vibrant, safe and diverse by condemning violence; and
- WHEREAS,** conflicts across the globe have led to significant loss of life and suffering, affecting the global community, including members of this community; and
- WHEREAS,** conflicts and acts of hate affect the mental and physical wellness and sense of security among many members of our citizenry, and employees; and
- WHEREAS,** the City reaffirms its commitment to enforce a zero-tolerance policy for hate crimes and to stand up against all forms of racism, prejudice, homophobia, and intolerance.

NOW, THEREFORE, I, Theresa Rich, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim that **hate has no home** in this community and call upon all within Farmington Hills to recognize that we are stronger when we encourage civility, understanding, empathy and peace. I encourage all to express unwavering support for all members of our community, including those impacted by global factors. I declare that hate and violence have no home in our City, and I encourage all in our community to learn from those who have different experiences or come from different backgrounds to ensure the City of Farmington Hills is a place that practices compassion, and where everyone is welcome. Together, we are one Farmington Hills.



Theresa Rich, Mayor

REPORT FROM THE CITY MANGER TO THE CITY COUNCIL

February 5, 2024

SUBJECT: Approval of appointment of Mark Berke as magistrate for the 47th District Court**ADMINISTRATIVE SUMMARY**

- The 47th District Court is the 3rd class district court serving the Cities of Farmington Hills and Farmington within the State of Michigan's One Court of Justice.
- The 47th District Court has two judges, as outlined in statute, and has historically employed three part-time attorney magistrates who assist the judges in handling certain judicial duties as allowed by statute. These duties include, but are not limited to, traffic informal hearings, criminal arraignments, authorization of search warrants, and small claims hearings.
- Recently, Deputy Court Administrator and Attorney Magistrate Matthew Friedrich was promoted to the role of Court Administrator. With that promotion, he is stepping away from most of his magistrate duties and this has created a vacancy for a part-time attorney magistrate.
- The judges posted the position through the Oakland County Bar Association (OCBA) and through the State Court Administrative Office (SCAO), which both circulated the posting through their membership and social media outlets.
- By statute (MCL 600.8501), an attorney magistrate must be a registered elector in the 47th District and be licensed to practice law in the State of Michigan.
- The judges conducted interviews on January 10, 2024. Based on interviews and a review of applications and references, the judges selected Mr. Mark Berke as the candidate to fill the part-time attorney magistrate position.
- Mr. Berke is a life-long resident of the City of Farmington Hills, attending Farmington Public Schools and graduating from North Farmington High School. Mr. Berke is also a graduate of Michigan State University and the Detroit College of Law. Mr. Berke has been a member of the State Bar of Michigan, in good standing, since 1997 and has a general law practice focusing on criminal defense, traffic matters, landlord-tenant disputes, and civil litigation. Since 2003, he has also worked as a Special Assistant for the Michigan Department of Attorney General, handling prosecution of child support cases throughout the State of Michigan. The judges believe that Mr. Berke, with his extensive and broad legal experience, will be a great asset to the 47th District Court and the citizens of Farmington Hills and Farmington.

RECOMMENDATION

Under MCL 600.8501, the appointment of a new magistrate in a district court of the 3rd class is subject to the approval by a governing body of the district control unit that contains more than 50% of the population of the district, which in this case is the City of Farmington Hills. Based on the summary above, it is recommended that City Council approve the appointment of Mark Berke as attorney magistrate for the 47th District Court.

Prepared by: Matthew Friedrich, 47th District Court Administrator

Approved by: Gary Mekjian, City Manager



INTEROFFICE CORRESPONDENCE

DATE: February 5, 2024
TO: City Council
FROM: Theresa Rich, Mayor
SUBJECT: Recommendation for appointment.

I would like to recommend the following appointments at the February 5, 2024 City Council meeting.

Commission on Children, Youth & Families

Bria Lewis	Length of Term: Unexpired Term	Term ending: February 1, 2025
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Bria will fill the vacancy left by Jeff Boyle who resigned September 2023. Attached, please find Bria's resume.

Bhumika Mistry	Length of Term: 3 years	Term ending: February 1, 2027
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Bhumika will fill the Alternate vacancy. Attached, please find Bhumika's resume.

Historic District Commission

Emily Howard	Length of Term: 3 years	Term ending: February 1, 2027
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Emily will fill the vacancy left by Lisa Martin. Attached, please find Emily's resume.

Danielle King

From: postmaster@muniweb.com
Sent: Thursday, January 11, 2024 11:26 PM
To: DistributionList-CityManagerOffice
Subject: Boards and Commissions Questionnaire

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

Submittor's Name Bria Barker Lewis

Submittor's Address [REDACTED]

Submittor's Phone [REDACTED]

Submittor's Email [REDACTED]

Interest(s) Commission on Children, Youth and Families

Resume

In addition to work and volunteer experience listed below, I am a mother of four ranging in age from 4yrs-13yrs. I am also the Founder/CEO of The Mom Shop, LLC, which is a social enterprise providing services and programming centering the needs and personal development of mothers and caregivers. Work Experience Blue Cross Blue Shield of Michigan-Public Policy Advisor Detroit, Michigan December 2019-Present • Provide consultative analysis on legislation and regulation impacting Medicare and Medicaid and assess strategic impact on Government Program-related business areas, including payment reform, budget legislation and program rules • Develop relevant public policy solutions and advocacy positions to influence government policy and legislation • Serve as subject matter expert for health equity/disparities including tracking and analyzing policy on related topics (i.e. bias and algorithms, data collection, drafting comment letters, and researching policy solutions im- pacting these areas) Lakeshore Legal Aid/Counsel and Advocacy Law Line-Staff Attorney Southfield, Michigan February 2018-December 2019 • Provided legal advice and counsel via legal aid hotline to low income and elderly individuals on diverse legal subject matter including housing, family, consumer and public benefits law The Auto Club Group/AAA Michigan- MI Casualty Senior PIP Litigation Specialist Southfield, Michigan October 2015-January 2018 • Independent handling of first-party litigated claims with in-house legal department and outside retained counsel Cahaba Safeguard Administrators-Investigator April 2012- July 2014 Livonia, Michigan • Identify, review, analyze and develop allegations of fraud and abuse for possible referral to appropriate prosecuting agency or pursuit of applicable administrative remedy Detroit Area Agency on Aging-Medicare/Medicaid Assistance Program-Manager • Delivered presentations and provided community education on Medicare/Medicaid to various audiences • Provided counseling, information, outreach, and assistance to Medicare beneficiaries Education Michigan State University College of Law East Lansing, Michigan Juris Doctor University of Michigan Master of Public Policy Bachelors of Arts in Organizational Studies & Spanish Languages • Fluent in Spanish (Read, Write and Speak) Associations • State Bar of Michigan (P78624)-Member, Administrative Law Section Volunteer Activities • Women Officials Network-Board of Directors, Vice President of Programs • Mothering Justice-Fall 2022 Mamavist Fellow, Volunteer, Speaker

References

Tiffani Moore [REDACTED] Angela Burton [REDACTED]

1/11/2024 11:26:05 PM

Danielle King

From: postmaster@muniweb.com
Sent: Friday, January 19, 2024 11:40 AM
To: DistributionList-CityManagerOffice
Subject: Boards and Commissions Questionnaire

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Submittor's Name	Emily Howard
Submittor's Address	[REDACTED]
Submittor's Phone	[REDACTED]
Submittor's Email	[REDACTED]
Interest(s)	Historic District Commission

Resume

Emily C. Howard [REDACTED]
Experience Professional Tour Director/Manager/Course Leader — 2008 - PRESENT Deliver commentary about the sights, handle the organization and logistics of getting the group to and from where they need to be; managing and directing groups of people (i.e., at events) for their clients, whether those gatherings are conferences, festivals, leisure or educational tours, tradeshow, incentive trips, concerts, sporting events, or roadshows. Worldstrides, iNc - Charlottesville, VA - 2016 - PRESENT OF Premier World Discovery - Redondo Beach, CA - 2016 - 2021 Destination America - Anaheim, ca - 2014 - 2017 Brightspark Travel - Chicago, IL 2014 - 2016 Travel adventure - Lapeer, Mi - 2008 - 2014 Staff Photographer, Marketing Dept. William Beaumont Hospital - 1996 - 2016 Professional Freelance Photographer — 1995 -PREsENT Capture and reproduce professional images for use in marketing, education, medical and various products and services. Education International Tour Management Institute - Certified Tour Director Los Angeles Community College - Associates Arts Degree in Photography Washington D.C. Certified Guide Skills Microsoft and Adobe Software Activities South Lyon Fine Arts Society - past chairperson/member Guest Speaker; Meet & Greet

References

References Marleen Tulas, Historic District Commission Chairperson John Trafelet, Historic District Commission Professor Alec Thompson, Historic District Commission

1/19/2024 11:39:27 AM

Danielle King

From: postmaster@muniweb.com
Sent: Tuesday, January 23, 2024 3:29 PM
To: DistributionList-CityManagerOffice
Subject: Boards and Commissions Questionnaire

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Submittor's Name	Bhumika Mistry
Submittor's Address	[REDACTED]
Submittor's Phone	[REDACTED]
Submittor's Email	[REDACTED]
Interest(s)	Commission on Children, Youth and Families

Resume

My name is Bhumika Mistry. I am highly motivated and hard working. Moreover I can work amazing with teams and have the ability to work under pressure. I did my college education in India with major in English Literature . I am an esthetician by profession. We are family of 4 in the house. We have an older daughter and a younger son. Our daughter attend's Michigan State Univercity while our younger son attend's Longacre Elementary School in Farmington Hills. We Have lived in Farmington area for last 23 years. Love the City and have seen lot of growth since I moved from India in 2001. I enjoy working with kids and family and I take pride in my ability to listen and adapt a situation when working with kids. I can say that about myself as in my line of working as an esthetician I come across lot of young individuals and parents who feel comfortable talking openly. I would be an honor to represent the Farmington Hills children, youth and family division as a responsible American of Indian Origin.

References

Vivek Das [REDACTED] Divyesh Mistry [REDACTED]

1/23/2024 3:29:16 PM

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
February 5, 2024

SUBJECT: PURCHASE OF VEHICLE TO REPLACE TOTALED POLICE FLEET VEHICLE

ADMINISTRATIVE SUMMARY:

- On January 29, 2022, a police officer was involved in a crash which caused extensive damage to a Police Department vehicle. The insurance company declared the vehicle was “totaled” and unrepairable.
- The Police Department obtained a quote for a replacement vehicle based on the MITN bids available. A 2022 Police Ford Interceptor was ordered from Signature Ford and was approved by City Council in February 2022.
- The original approval by City Council was based on the MMRMA agreeing to pay \$18,500.00 for the remaining value of the totaled vehicle. The original quote for the 2022 Ford Interceptor was \$34,129.00, which left the city to cover the remaining \$15,629.00.
- Ford Motor Company “Balanced Out” all 2022 orders due to supply chain and other issues with the manufacturing process of the vehicles. All 2022 orders were automatically rescinded and converted to 2023 orders. This increase is a direct result of this process and the cost of 2023 vehicles, under MITN contract # 21-18. The cost of this converted 2023 vehicle is \$44,195.00, an increase of \$10,066.00 from the original amount.

RECOMMENDATION:

Based on the above information, it is recommended that City Council authorize the City Manager to issue an amended purchase order to Lunghammer Ford for a 2023 Ford Police Interceptor in the amount of \$44,195.00. Funding for this purchase would be covered partially by the \$18,500.00 reimbursement from MMRMA and our 2023-2024 CIP, under account # 101000-300-970-015 (\$25,695.00).

Prepared by: Mark Kelley, Sergeant of Support Services

Reviewed by: Jeff King, Chief of Police

Reviewed by: Thomas Skrobola, Finance Director

Approved by: Gary Mekjian, City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – February 5, 2024

SUBJECT: CONSIDERATION OF APPROVAL OF AN AGREEMENT WITH CHARGE EV, LLC
TO PROVIDE ELECTRIC VEHICLE CHARGER

ADMINISTRATIVE SUMMARY

- Opportunity exists for the city to partner with Charge EV, Inc. (CEV) for the purposes of installing four (4) electric vehicle charging stations at The Hawk.
- CEV will install and maintain the charging stations at no cost to City, including any necessary transformer and utility transmission line necessary to operate the EV charger.
- The agreement contains provisions for revenue sharing which shall be paid to the City on a quarterly basis. CEV will also provide the City with quarterly statements showing operational and utilization data of the stations including applicable metrics. CEV will not collect personal data concerning the owners of the vehicles being charged.
- The agreement has been reviewed as to form and content by the City Attorney's office.

RECOMMENDATION

Resolve that the City Council of the City of Farmington Hills hereby authorizes the City Manager to sign the proposed agreement with Charge EV, Inc. to provide electric vehicle charging stations at The Hawk.

Prepared by: Karen Mondora, P.E., Assistant City Manager
Approval by: Gary Mekjian, P.E. City Manager

CHARGE EV, LLC. CHARGING STATION LICENSE AGREEMENT

This Charging Stations Agreement (the “**Agreement**”) is effective as of the date signed by **HOST** (the “**Effective Date**”) by and between (“**Host**”), **City of Farmington Hills, 31555 W. Eleven Mile Rd., Farmington Hills, MI 48336** and Charge EV, LLC. (“**CEV**”), a Michigan company with its principal place of business located at 15045 Dixie Hwy, Ste A, Holly, MI 48442. CEV and Host may individually be referred to herein as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, Host has possession and title of property known as the Hawk Community Center, located at 29995 W. 12 Mile Road **having Tax Parcel ID No. 23-142-26-001**, (the “**Site**”). Host has agreed to allow CEV access to and the right to install and maintain electric vehicle chargers (“**EV Chargers**”) under the terms of this License, to the area described in **Exhibit A** and referred to as (the “**Premises**”) which CEV has accepted. The EV Chargers will provide value to Host by attracting electric vehicle owners and the public to, and providing additional visibility of, the property;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. USE OF LICENSED PREMISES:

Host hereby grants to CEV a license to install and maintain EV Chargers at the locations contained in **Exhibit A (the “Premises”)**, upon which CEV shall install the EV Chargers, subject to the requirements of this License includes the right to install a transformer and utility transmission lines necessary to operate the EV Chargers, and to accommodate level 3 chargers in the future, subject to Host’s right to designate the route to be utilized. Host reserves all powers it has under applicable local, state or federal law to regulate the Premises. CEV shall be subject to all present and future ordinances of Host.

2. INITIAL INSPECTION:

A. Early Access. Beginning on “**Effective Date**” (“**Initial Inspection Start Date**”) CEV shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the “**Inspection Period**”).

B. Application for Permits. During the Inspection Period, CEV shall apply and pay for all required permits or approvals required for CEV’s construction of the improvements on, and CEV’s use of, the Premises (collectively, the “**Permits**”).

C. Right to Terminate. If CEV determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for CEV’s proposed use, CEV may, without any liability hereunder, terminate this Agreement upon written notice delivered to Host no later than five (5) business days following the expiration of the Inspection Period pursuant to Section 20 of this Agreement. CEV shall restore any damage to the Premises that is attributable to CEV.

3. INSTALLATION:

Upon acceptance of the Premises, CEV shall, at its sole expense, install the EV Chargers.

4. EQUIPMENT:

It is estimated that **(4) Pedestals and (8) Level 2 chargers** will be installed on the Premises. The Parties may adjust these numbers up or down after a final Site review. CEV can elect to change the equipment for equivalent equipment depending on utility support transformer and supply chain availability. City shall have the right to approve the equivalent equipment, with such approval not to be unreasonably withheld. The equipment may contain advertising that is in harmony with decency and good taste of the community and is approved by the Host. The Host maintains full discretion and reserves the right in its sole discretion to reject any ad for any reason. If the equipment displays video and/or sound, CEV shall comply with the applicable requirements in the City's zoning ordinance for signs. The equipment may contain advertising that is in harmony with decency and good taste of the community and is approved by Host. The Host maintains full discretion and reserves the right in its sole discretion to reject any ad for any reason. The Host may reject speech in ads based on viewpoints such as politics or religion. No illustrations that are sexually suggestive, salacious or indecent or contrary to family-oriented audience will be accepted. No advertisements may contain attacks of a personal, racist, sexist, political or religious nature. No advertising that is misleading, deceptive, fraudulent, encourages the violation of any law, regulation or ordinance or that grossly exaggerates or make unwarranted claims will be accepted.

5. COMMENCEMENT DATE:

The date that the EV Chargers open to the public (the "**Commencement Date**") shall be within one hundred and fifty (150) days following the Initial Inspection Start Date, provided that no external permitting, utility or other requirements beyond CEV's control delay the installation, despite the best efforts of CEV. CEV shall provide written notice of the Commencement Date to Host pursuant to Section 20 of this Agreement for record keeping purposes. In the event of a delay as described herein, CEV shall deliver written notice to Host pursuant to Section 20 and this notice shall provide the Commencement Date, which in no event shall be any later than two hundred (200) days following the Initial Inspection Start Date.

6. TERM:

A. The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the "Initial Term"). Thirty (30) days prior to the expiration of the Initial Term, the Parties may elect to extend the Agreement and such extension shall be for an additional period of five (5) years (the "Renewal Term" and together with the Initial Term, the "Term"). Following the Renewal Term, any further renewals will be subject to mutual agreement between CEV and Host and may be of any duration agreed upon by the Parties. In the event Host wishes to sell or transfer of the Premises by Host while the Agreement is in effect, Host shall either assign this Agreement to the prospective buyer,

which assignment shall be effective upon the sale or transfer of the Premises or terminate this Agreement in accordance with Section 7 below. Host grants exclusive EV charging stations to CEV within the Premises identified in this Agreement. This exclusivity is only for the Premises identified and does not apply to other areas on the Site or to any other property owned by Host.

7. EARLY TERMINATION:

A. If at any time after the 36th month of the Term, the EV Chargers at the Premises are performing at an average of fewer than 50 kilowatt hours per month over any period of six (6) consecutive months, CEV shall have the right to terminate this Agreement by providing Host written notice (the “Termination Notice”) pursuant to Section 20 of this Agreement at least sixty (60) days in advance of the termination date, which shall specify the effective date of CEV’s termination of this Agreement (“Termination Date”). As of the Termination Date, this Agreement shall terminate and neither Party shall thereafter have any further rights or obligations hereunder, except that CEV shall pay all monies owed pursuant to Section 11 of this Agreement through the Termination Date, and this Agreement shall be of no further force and effect.

B. If Host elects to terminate the Agreement prior to the expiration of the Term, Host must provide written notice to CEV pursuant to Section 20 of this Agreement (the “Termination Notice”), specifying the effective date of Host’s termination of this Agreement.

i. Any termination without cause by the Host prior to the end of the one hundred and twentieth (120th) month of the Term, the Host is responsible to reimburse CEV for the full cost of any EV Rebate that CEV may have received, all costs CEV incurred for installing the EV Chargers on the Premises, and any costs for CEV to remove the Electrical Service Equipment, Electrical Infrastructure, Charging equipment, Utility equipment, decommissioning of equipment, bollards, foundations and EV Chargers from the Premises. In addition, Host shall pay CEV 50% of monthly gross sales from previous 90 days average, per month for remainder of the contract term.

ii. Host may terminate for cause without penalty as outlined below in (1), (2), and (3):

(1) In the event Host has not received payment under the terms of Section 11 of this Agreement by the tenth day of the calendar month, Host must provide written notice pursuant to Section 20 of this Agreement to CEV notifying CEV that it has not received payment. If CEV has not remitted the payment due to Host within thirty (30) days of the date of receipt of Host’s notice, Host may terminate the Agreement for cause and without penalty.

(2) In the event that CEV has failed to properly maintain the EV Chargers, Host must provide notice pursuant to Section 20 of this Agreement to CEV. This notice shall provide information about the EV Charger(s) requiring maintenance. If CEV

has failed to repair or replace the EV Chargers within thirty (30) days of receipt of the Host's notice, host may terminate the Agreement for cause and without penalty.

(3) Any other reason beyond Host's control, including but not limited to the acts or omissions of third parties, regulatory changes, civil disorder, labor strikes or disruptions, war, terrorism, pandemics, disease and natural disasters.

C. In all events of termination or expiration of this Agreement, the EV Chargers are owned by CEV and upon termination or expiration of the Agreement, CEV shall remove them and restore the Premises to the original condition. However, the transformer and utility pole and connection lines installed to access the EV Chargers shall not be removed and shall become the property of City. A Bill of Sale transferring ownership to City of the utility pole and lines shall be executed by CEV and provided to City at the time of termination or expiration of this Agreement as provided in **Exhibit C**.

D. The indemnity responsibilities as described in Section 15 of this Agreement survive termination.

8. UTILITIES:

CEV, if owning the utility, agrees to arrange and pay the charges for all utility services provided or used in or at the Premises during the Term. CEV shall pay Host directly if service is owned by the Host company. In the event that utility services are disrupted and Host becomes aware of such disruption, Host shall use its best efforts to quickly notify CEV as soon as possible of the disruption. If CEV is using utility service from Host, Host shall provide CEV with a utility statement showing amount per kWh charged for reimbursement of utility cost. Usage will be reported on a quarterly basis with payment. CEV shall provide reimbursement to Host within 30 days of receipt of the utility statement from Host.

9. USE:

CEV shall use and occupy the Premises during the Term for electric vehicle charging services. All use of the Premises by CEV shall comply with applicable codes, laws, and ordinances. CEV shall not collect personal data concerning the owners of the vehicles being charged

10. CHARGING RATES:

CEV shall not charge over 150% above the cost of delivered power.

11. PAYMENT FOR CHARGING SERVICES:

CEV shall share revenue generated from the EV Chargers in the amount of \$0.03 per kilowatt-hour payable on the tenth day of each quarter of the year. If the Term is renewed

pursuant to Section 6 of this Agreement, during the first Renewal Term, CEV shall pay a quarterly revenue share to Host in the amount of \$0.05 per kilowatt-hour, payable on the tenth day of each quarter of the year. Payments shall be made via check unless otherwise agreed to by the Parties. CEV shall provide Host with a quarterly statement to show the operational/utilization data of the EV Chargers including the number of kilowatts delivered, the number of visits, the duration of each charge and the downtime when an EV Charger is not operational. CEV shall not collect personal data concerning the owners of the vehicles being charged.

12. MAINTENANCE:

CEV shall be responsible for maintaining the EV Chargers and Host shall not have any liability for damage to the EV Chargers unless such damage is caused by Host's gross negligence or willful misconduct. CEV shall provide regularly scheduled inspections and preventative maintenance on the EV Chargers and regularly update software and maintain the EV Chargers to avoid excessive downtime. The exterior of the EV Chargers, including the cables and electronic interface shall be maintained in a clean manner, free from dirt and grime. The cables shall be mechanically sound with no cracks or cuts. Notwithstanding the foregoing, Host must maintain the Premises and common areas of the Premises. Host agrees to ensure that charging stalls remain available as much as is reasonably feasible during any parking lot maintenance by Host. CEV may request Host to provide footage from its security cameras should it have a reason to believe there has been improper use or damage to the EV Chargers by the users. All equipment installed on the Site in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement.

13. HOST COVENANTS:

Host represents that it is the owner of the Premises and that this Agreement does not violate any agreement, lease or other commitment of Host. Host shall not take any action that would impair or interrupt the use of the Premises or the EV Chargers, except as necessary for Host to satisfy its obligations as a government entity. Host agrees to notify CEV within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Premises or EV Chargers. If non-electric vehicle motorists repeatedly park in the stalls dedicated to the EV Chargers ("Dedicated Stalls"), thereby impairing use of the Dedicated Stalls.

Stalls, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt, for which CEV shall bear the entire cost. Host shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the EV Chargers is not impaired. CEV shall not be responsible for any consequential or delay claims and damages arising out of the EV Chargers in any fashion regardless whether or not said claims are foreseeable.

14. SIGNAGE:

CEV signage to be installed at the Premises is represented in **Exhibit B** and shall include signs to identify Dedicated Stalls. Any material revisions or additions to the signage

depicted in **Exhibit B** shall be subject to Host approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at CEV's expense. Host reserves the right to no more than once during a calendar month, cover a sign for a 48-hour period during a special event taking place on the Site, should additional parking be needed for the event.

15. INDEMNIFICATION:

Except to the extent of any gross negligence or willful misconduct of Host, CEV hereby agrees to indemnify, hold harmless, the Premises, Host, its elected and appointed officials, employees, agents and representatives from all liability, damages, loss, costs and obligations, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to CEV's use of the Premises. CEV shall promptly remove or bond any liens placed on the Premises as a result of any claims for labor or materials furnished to or for CEV at or for use on the Premises.

16. DESTRUCTION:

Upon total destruction of the Premises either Party shall terminate the Agreement by furnishing written Notice pursuant to Section 20 of this Agreement within thirty (30) days of such destruction.

17. INSURANCE:

CEV shall carry commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury or death. A certificate evidencing such insurance shall be delivered to Host upon completion of the EV Charger installation and from time to time thereafter as may be requested by Host. CEV shall include the City of Farmington Hills, its elected and appointed officials, employees and agents as additional insured on its commercial general liability and umbrella insurance policies. CEV will also carry worker's compensation insurance in accordance with state and federal law.

18. PUBLICITY:

Neither Party will use the other Party's name, trademark or logo without the other Party's prior written consent.

19. ENVIRONMENTAL MATTERS:

To the best of Host's knowledge, Host believes that the Premises shall be delivered free of environmental contamination. CEV shall have no liability for any environmental contamination unless caused by CEV, its agents, employees or contractors.

20. NOTICES:

All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Host and CEV may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

HOST, to:

Contact Name: Gary Mekjian

Position: City Manager

Address: 31555 W. Eleven Mile Road, Farmington Hills, MI 48336

Email: gmekjian@fhgov.com

CEV, to:

Contact Name: Duane Lobbestael

Position: President

15045 Dixie Hwy Ste A, Holly, MI 48442

Email Address:

duane@statecontractingus.com

21. SUCCESSORS AND ASSIGNS:

Either Party may assign this Agreement upon the consent of the other Party, which such consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of Host and CEV and their respective successors and assigns.

22. ARBITRATION:

If a dispute arises out of or relates to this Contract or the breach thereof or otherwise, and if the dispute cannot be settled through direct discussions the parties agree to first endeavor to settle the dispute by mediation under the construction industry mediation rules of the American Arbitration Association or privately before having recourse to arbitration. Thereafter, any remaining claims or disputes arising out of, or relating to this Contract or the breach thereof may be decided by arbitration in accordance with the most current Construction Industry.

23. GOVERNING LAW, JURISDICTION AND VENUE:

Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in Oakland County in the State of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

24. VOLUNTARY AND INFORMED EXECUTION:

The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

25. AMENDMENT:

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

26. SEVERABILITY:

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written below.

CHARGE EV, LLC.

By: Duane Lobbstaef
Its: President

Date: _____

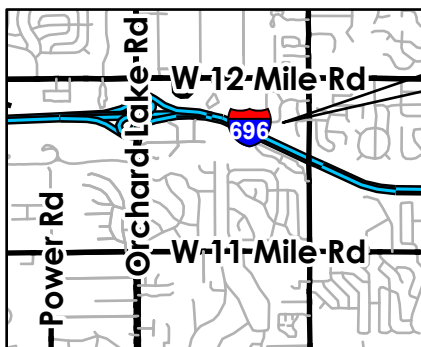
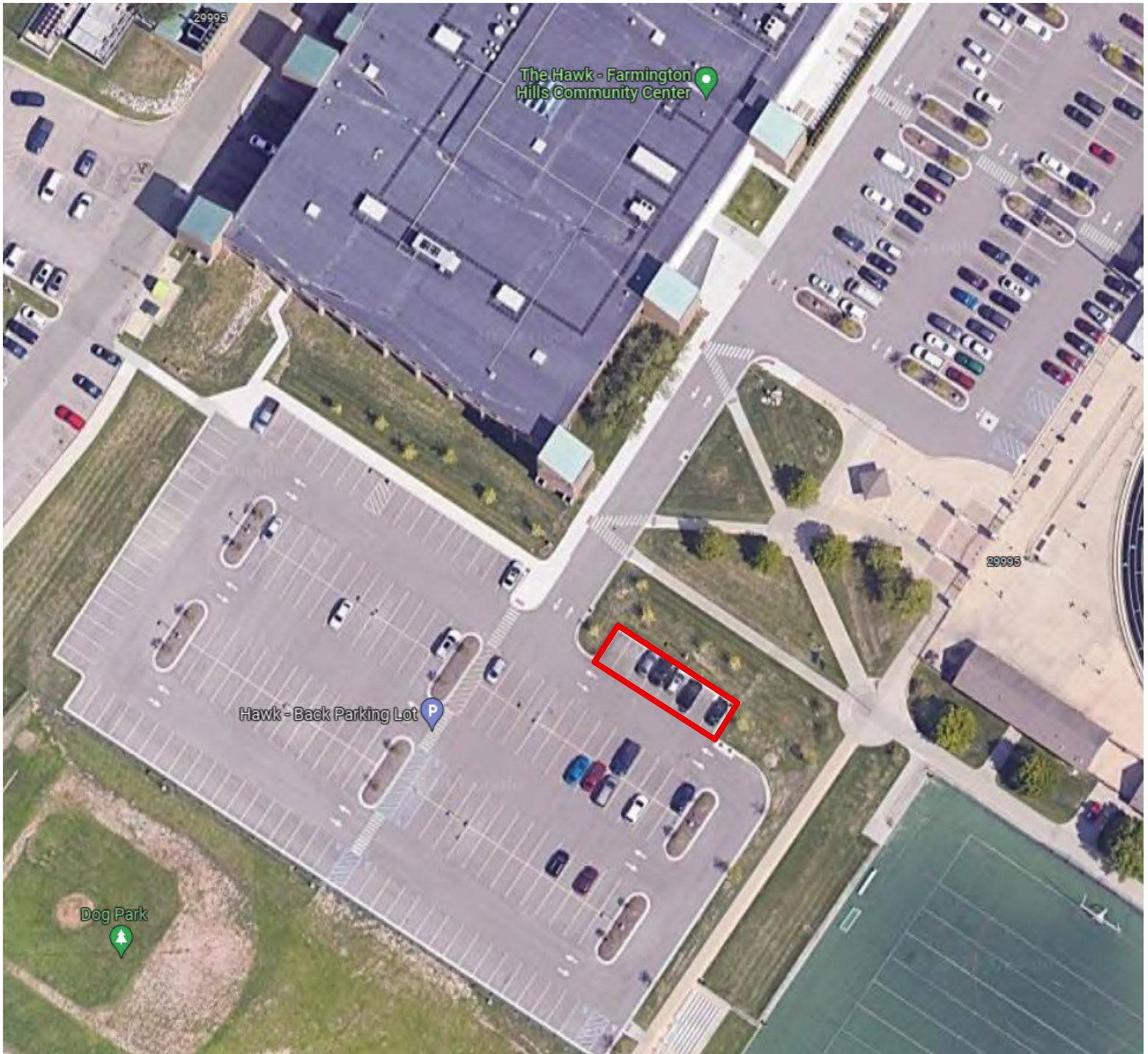
CITY OF FARMINGTON HILLS:

By: Gary Mekjian
Its: City Manager

Date: _____

Effective Date: _____

The HAWK Farmington Hills Community Center Exhibit A



PROJECT LOCATION

 Proposed EV Parking Spaces

LEGAL DESCRIPTION

Hawk Community Center, located at 29995 W. 12 Mile Road, having Tax Parcel ID No. 23-142-26-001 and the following description:

Real property in the City of Farmington Hills, County of Oakland, State of Michigan, described as follows:

Part of the West 1/2 of the North East 1/4 of Section 14, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, described as beginning at the North 1/4 corner of said Section 14, thence South 89 degrees 54 minutes 42 seconds East along the North line of said Section 14 a distance of 1310.17 feet; thence South 00 degrees 55 minutes 20 seconds East 1706.23 feet to the North right-of-way line of I-696 Highway; thence North 64 degrees 59 minutes West along said North right-of-way 1090.00 feet; thence continuing along said North right-of-way line on a curve to the left (radius =3061.79 feet long chord bears North 68 degrees 20 minutes 52 seconds West 359.35 feet) a distance of 359.58 feet to the North and South 1/4 line of said Section 14; thence North 00 degrees 49 minutes West along said North and South 1/4 line 1114.97 feet to the Point of Beginning; except the North 60 feet thereof taken for a road.

**EXHIBIT B SIGNAGE
CHARGING
STATIONS**

12" x 18" sign



EV Charging Parking Spaces will be clearly signed and striped to indicate reserved spaces. Post height will be no taller than 72”h, Panel sign will be 12” w x 18”h x .125” d

EXHIBIT C

BILL OF SALE

This Bill of Sale is given by Charge EV, LLC, a Michigan company with its principal offices at 15045 Dixie Hwy Ste. A, Holly, MI 48442 ("CEV"), to the Host of Farmington Hills, located at 31555 W. Eleven Mile Road, Farmington Hills, Michigan 48336 ("Host"), as provided in the License Agreement ("License") between the Parties whereby CEV received a License from Host for use of certain portions of real property owned by Host and located at INSERT ADDRESS, Farmington Hills, Michigan ("Premises").

RECITALS:

- A. Under the License, CEV was allowed and required to install EV Chargers and a utility pole and utility transmission lines to operate EV Chargers owned by CEV.
- B. CEV had constructed and installed a utility transformer and utility transmission lines attached to the real property owned by Host and was intended by the parties to become a part of that real property excluding the Equipment.
- C. The utility transformer and utility transmission lines were constructed for and has been adapted to the use of the Premises and other uses as provided in the License.
- D. The License agreement requires that upon termination or expiration of the License, CEV is to transfer ownership of the utility pole and utility transmission lines to Host.

E. NOW, THEREFORE:

1. CEV hereby conveys and transfers title and ownership of the utility transformer and utility transmission lines to Landlord, with the intention that the utility pole and transmission lines are and shall always be a part of the real property upon which they are located and to which it has been permanently attached.

2. Host shall provide CEV \$_____, for the transfer of title and ownership for the utility transformer and utility transmissions lines,

3. For purposes of this Bill of Sale, the utility transformer and utility lines includes all foundations, and all electrical and other installations pursuant to Host of Farmington Hills' Building Permit No._____. The utility pole and transmission lines does not include CEV Chargers as described in Section 1of the License.

4. Title and ownership of the utility transformer and utility transmission lines is transferred and conveyed to Host free and clear of all liens, encumbrances and claims of any kind, including those for unpaid labor and/or materials, all of which CEV represents and warrants to Host have been paid in full. CEV shall defend and indemnify Landlord from any claims arising from or related to a breach of this representation and warranty.

5. Prior to accepting this Bill of Sale, Host has inspected the utility transformer and transmission lines and determined to accept it in its "as is" existing condition and assumes the responsibility for maintenance and upkeep of the utility pole and transmission lines in good condition as provided in the License.