

AGENDA
CITY COUNCIL STUDY SESSION
OCTOBER 12, 2026 – 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. Consideration of approval to enter into a closed session to discuss collective bargaining negotiations with International Association of Fire Fighters under Section 8(1)(c) of the Michigan Open Meetings Act. (Note: Council will return to open session immediately following the closed session).
4. Discussion regarding the [site plan review process](#) for Zoning text amendments and City Code amendments.
5. Adjourn Study Session

Respectfully submitted,

Carly Lindahl, City Clerk

Reviewed by:

Karen Mondora, Acting City Manager

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



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: October 12, 2026

DEPT: Planning and Community Development

RE: Draft Zoning Text Amendment (ZTA) 1, 2026- Section 34-6.1 "Site Plan Review"

ADMINISTRATIVE SUMMARY

Updating the Site Plan Review process has been discussed at many meetings, starting with the adoption of the Master Plan for Future Land Use, Council Goals Sessions, and recently at the July 2026 Joint Meeting with Planning Commission and Zoning Board of Appeals.

Planning Commission has been working with city staff and our consultant Carlisle Wortman and Associates (CWA) to create a clear, fair and predictable procedure that will benefit applicants, staff and Planning Commission. It will reduce uncertainty, improve inter-departmental coordination, and improve the applicant's experience.

Currently the provisions for submission and consideration of the Site Plan reviews are contained in two chapters of the Code of Ordinances, Chapter 21, "Planning", Article III, "Site Plan Regulations" and Chapter 34, "Zoning", Article 6.0, "Development Procedures", Section 34-6.1, "Site Plan Review".

Having the site plan review process contained in two different chapters of the Code of Ordinance has created some confusion due to redundant and inconsistent language. The Draft ZTA 1 replaces in its entirety zoning ordinance Section 34-6.1 "Site Plan Review" to revise the procedures, standards, and requirements relating to submission, review, processing, decision making and duration of site plans in the city. The companion draft City Code Amendment of Chapter 21 will remove references to Site Plan reviews to eliminate inconsistent/duplicative language.

Key procedural updates include:

- **Administrative Approval:** Empower the Zoning Administrator to complete administrative reviews and grant final site plan approvals. Categories shifted to staff include:
 - Non-residential building expansion up to 25% of existing floor area (with no site impacts).
 - Off-street parking or loading footprint expansion up to 25%, or up to 6,000 sq. ft. of new pavement.
 - Similar or less intense changes of use that do not trigger new facility, screening, or lighting demands.
 - Routine aesthetic, signage, accessory building, or architectural exterior modifications.

- Minor construction field modifications mandated by outside county or state regulatory agencies
- **Full Site Plan review with Planning Commission:** Expressly codifies a clear two-step process consisting of Preliminary Site Plan (Planning Commission review) and Final Site Plan (Zoning Administrator sign-off) processes.
- **Elimination of Chapter Conflicts:** Resolves overlaps with Chapter 21, Article III (Site Plan Regulations) by explicitly mandating that Chapter 34 standards prevail in all instances of conflict.
- **Mandatory Pre-Application Meetings:** Establishes a technical review meeting between city staff and developers prior to preliminary submittals to flag non-compliance early in the process.
- **Approval Lifespans and Extensions:** Reduces the initial approval window from three years to two years for both Preliminary and Final Site Plans. Plans will expire if the net step or substantial construction is not initiated within two years, but both allow up to three administrative one-year extensions.

The Planning Commission held the public hearing regarding the draft ZTA at their meeting September 17, 2026. At that time, they approved a motion recommending approval of the draft ZTA to City Council. Staff and CWA will be present at the October 12 Council study session to review the attached draft and receive comments prior to scheduling a public hearing.

ATTACHMENTS

- Draft ZTA 1, 2026- Zoning Ordinance Section 34, “Zoning”, Article 6.0,” Development Procedures”, Section 34-6.1, “Site Plan Review”.
- Draft City Code, Chapter 21, “Planning”, Article III, “Site Plan Regulations”
- Planning Commission Public Hearing Draft minutes, September 17, 2026
- Planning Commission Regular Meeting minutes, August 20, 2026

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Reviewed by: Charmaine Kettler-Schmult, Director of Planning and Community Development
Approved by: Karen Mondora, Acting City Manager

ORDINANCE NO. C-_____-2026

CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

AN ORDINANCE TO AMEND THE FARMINGTON HILLS CODE OF ORDINANCES, CHAPTER 34, "ZONING," ARTICLE 6, "DEVELOPMENT PROCEDURES," SECTION 34-6.1, "SITE PLAN REVIEW," TO REVISE, CONSOLIDATE, AND RESTATE THE PROCEDURES, STANDARDS, AND REQUIREMENTS RELATING TO THE SUBMISSION, REVIEW, PROCESSING, CONSIDERATION, DECISION-MAKING, DURATION OF SITE PLANS IN THE CITY.

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

The Farmington Hills City Code, Chapter 34, "Zoning," Article 6, "Development Procedures," Section 34-6.1, "Site Plan Review," is amended in its entirety to read as follows:

SECTION 34-6.1 SITE PLAN REVIEW

SECTION 34-6.1.1 INTENT

The site plan review requirements in this Article are intended to provide a consistent and uniform method for reviewing proposed development plans to ensure full compliance with the regulations in this Ordinance, other applicable ordinances, and applicable state and federal laws. These requirements are intended to encourage a harmonious relationship of buildings and uses both within a site and in relation to adjacent uses; achieve efficient use of land; encourage innovative design solutions; protect natural resources; ensure safety for internal and external vehicular and pedestrian users; achieve innovative stormwater management solutions; and prevent adverse impacts on adjoining or nearby properties. It is further the intent of these provisions to encourage cooperation and consultation between the City and the applicant to facilitate development in accordance with the City land use objectives.

SECTION 34-6.1.2 SITE PLAN REQUIRED

1. **Site plan review required.** The following buildings, structures, and uses require site plan review:
 - A. Any proposed or permitted use and related buildings, except single-family dwellings;
 - B. Any proposed special approval or special use and related buildings;
 - C. Any alteration, addition, or expansion of an existing permitted or special approval or special land use and/or related buildings;
 - D. Any building or use for which site plan review is specifically required by this chapter;

- E. Expansion or paving of off-street parking and/or a change in vehicular or pedestrian circulation or access.
 - F. A non-residential use permitted in a residential district.
 - G. A substantial revision to a development that has received Preliminary or Final Site Plan Approval, as determined by the Zoning Administrator.
2. **Site plan review not required.** Erection, moving, relocation, conversion, or structural alterations to a one- or two-family dwelling on an individual lot, and its accessory use(s) or structure(s), are exempt from the full site plan review procedure. However, other applicable approvals are still required, such as a zoning compliance permit review for compliance with this Chapter as set forth Section 34-7.6 and any required building permits.

SECTION 34-6.1.3 SITE PLAN REVIEW PROCEDURES

1. **Pre-application meeting.** Prior to submittal of a preliminary site plan application, the applicant shall schedule a meeting with the City to discuss the project, submittal requirements, and review procedures. The purpose of this meeting is to discuss applicable standards and technical issues, and to determine the appropriate type of review process based on this chapter. The Zoning Administrator may waive the pre-application meeting upon determining that the meeting is unnecessary based on the nature of the proposed improvements or changes.
2. **Preliminary Site Plan Procedures.**
 - A. **Application and fee for a preliminary site plan.** An application for a preliminary site plan review shall be filed with the Zoning Administrator and include the number of copies specified on the application of a preliminary site plan. An application for preliminary site plan review shall be accompanied by the required fees, as well as other data, exhibits, and information hereinafter required. The Zoning Administrator is authorized to determine the quantity and format of plan sets that are required.
 - B. **Required data for a preliminary site plan.** An application for approval of a preliminary site plan shall provide the information required for a preliminary site plan as set forth in Section 34-6.1.4, Required Site Plan Data. The Zoning Administrator shall forward the application and site plan(s) to the appropriate City departments for review. All reviews shall be returned to the Zoning Administrator.
 - C. **Planning Commission review of preliminary site plan.** The Zoning Administrator shall determine if the preliminary site plan includes the required information set forth in this chapter and the Engineering Standards. The Zoning Administrator shall transmit complete submittals of the application and preliminary site plan drawing(s) to the Planning Commission prior to its next available regularly scheduled meeting. The Planning Commission shall undertake a study of the same and shall give its approval or disapproval of the preliminary site plan, advising the applicant, in writing, of recommended changes or modifications in the proposed site plan as are needed to achieve conformity with the

standards specified in this chapter.

- D. **Variance requests.** When the applicant intends to seek a variance from the Zoning Board of Appeals for a proposal that requires Planning Commission review, the applicant shall first apply for Preliminary Site Plan approval from the Planning Commission. The Planning Commission may deny Preliminary Site Plan approval as a result of any ordinance deficiencies/known variances. If such ordinance deficiencies/known variances are identified and the Preliminary Site Plan is approved, such approval shall be conditioned upon the granting of any necessary variances by the Zoning Board of Appeals. Any necessary variances must be obtained prior to Final Site Plan review.
- E. **Conditions.** The Planning Commission shall have whatever authority is allowed by law to include conditions as part of a Preliminary Site Plan approval.

3. **Final Site Plan Procedures.**

- A. Prior to submittal of any building and engineering construction permit applications, the petitioner shall obtain Final Site Plan approval. This final site plan submittal shall include those items specified in this Chapter. It shall be the responsibility of the petitioner to secure all necessary approvals and authorizations related to the items required under this chapter.
- B. The Zoning Administrator shall review the submittal for Final Site Plan Approval to ascertain that all the requirements of this chapter have been satisfied. Any submittal that fails to include the required modifications, information, and/ or documents shall be deemed incomplete and held in abeyance until the petitioner rectifies all deficiencies.
- C. In the event that the Final Site Plan has been substantially revised from the Preliminary Site Plan Approval, as determined by the Zoning Administrator, the applicant shall revise the Final Site Plan to bring it into conformance with the approved Preliminary Site Plan or shall reapply for a new Preliminary Site Plan approval. The Zoning Administrator shall have the discretion to send the revised Final Site Plan to the Planning Commission for consideration.
- D. The Zoning Administrator shall review the Final Site Plan to ensure that it is consistent with Preliminary Site Plan Approval. The Zoning Administrator shall confirm that all necessary City Department approvals, authorizations or certifications have been received from Departments including, but not limited to, the Engineering Division and Fire Department. Upon verification of all required City approvals, the Zoning Administrator shall then grant Final Site Plan Approval and shall notify the Engineering Division and Building Official that building construction permit applications may be reviewed and granted for the project.

4. **Administrative site plan review procedures.**

- A. The Zoning Administrator is authorized to review and approve a site plan as set forth in this section, provided all other standards of this Ordinance are met. If the Zoning Administrator determines that all applicable Ordinance standards are met, the Zoning

Administrator may issue final site plan approval without requiring a separate preliminary site plan approval.

- B. The Zoning Administrator may require Planning Commission review and approval if the Zoning Administrator determines that a site plan cannot be approved administratively.
- C. All applications for administrative site plan approval shall include the materials and submittal requirements set forth in Section 34-6.1.4, Required Site Plan Data. The Zoning Administrator may waive any submittal requirement deemed unnecessary.
- D. The Zoning Administrator may conduct an administrative review of a site plan for the following projects or under the following circumstances where the plan is not otherwise required to receive Planning Commission approval:
 - i. Minor changes during construction required by outside governmental agencies.
 - ii. Increase in parking or loading area of up to twenty-five (25) percent of what is existing, or 6,000 square feet of pavement area without any building changes, whichever is less.
 - iii. Changes to the building height that do not add additional floor area nor exceed the maximum height requirements of the district.
 - iv. Expansion of an existing principal building of up to twenty-five (25) percent of the existing floor area in the event of no impact to other site requirements or improvements.
 - v. A change in use to a similar or less intense use provided the site shall not require any significant changes in the existing site facilities such as parking, landscaping, lighting, or sidewalks.
 - vi. A change from a nonconforming use to a conforming use.
 - vii. Accessory buildings, structures, and uses in the event of no impact to other site requirements or improvements.
 - viii. Aesthetic and architectural changes to a building or structure.
 - ix. Home occupations.
 - x. Sign installation, relocation, or replacement meeting the dimensional and locational standards of this Ordinance.
 - xi. Site improvements such as installation of walls, fences, lighting, or landscaping consistent with the Ordinance standards.
 - xii. Temporary uses, sales, seasonal outdoor sales, and special events.

- xiii. Reuse or renovation of existing buildings with no additional hard surfacing or exterior improvements.

SECTION 34-6.1.4 REQUIRED SITE PLAN DATA

All plans shall be prepared by a professional engineer or architect registered in the State of Michigan whose seal shall be affixed to the first sheet. All landscape plans for sites of one acre or greater shall be prepared by a landscape architect licensed in the State of Michigan whose seal has been affixed to the first sheet. Preliminary and final site plan submittals shall include the information set forth in Table 6.1.4, Site Plan Submittal Requirements. The Zoning Administrator may waive data submittal requirements if deemed unnecessary based on the nature of the proposed improvements or changes.

Table 6.1.4 Site Plan Submittal Requirements

Item	Required for	
	Preliminary	Final
1. General Requirements		
1.1. Name, address, and contact information of the applicant and property owner.	X	X
1.2. Name, address, and contact information of firm or individual who prepared the site plan include professional license number of architect, engineer, designer, landscape architect or planner who prepared plan.	X	X
1.3. North arrow, legend, graphic and written scale on all sheets.	X	X
1.4. Title block(s) indicating the name of the development.	X	X
1.5. Type of site plan "Preliminary" or "Final" (as appropriate).	X	X
1.6. Dates of submission and revisions (month, day, year).	X	X
1.7. Legal and common description of property, including parcel identification (Sidwell) number(s).	X	X
1.8. General location map showing site in relation to major cross streets.	X	X
1.9. Net acreage (minus rights-of-way) and total acreage, to the nearest one-tenth 1/10) acre.	X	X
1.10. Written description of proposed project or use, type of building or structures, and name of proposed development, if applicable.	X	X
1.11. Total project construction cost.	X	X
1.12. Itemized engineering cost estimate.		X

Item	Required for	
	Preliminary	Final
1.13. Schedule for completing the project, including the phasing or timing of all proposed developments, if applicable.	X	X
2. Site Layout		
2.1. An overall plan for the entire development, drawn to scale.	X	X
2.2. A certified survey of all existing and proposed lot and property lines prepared and sealed by a licensed surveyor, showing the relationship of the subject property to abutting properties.	X	X
2.3. Location of all existing and proposed buildings, structures, parking areas, and other improvements on the site and within 50 feet of the subject property.	X	X
2.4. Setback dimensions for all buildings and structures. Setbacks must be dimensioned from minimum locations and measured from lot lines. When lot lines abuts a street, measure setback from the existing or proposed right-of-way lines, whichever is greater.	X	X
2.5. All existing and proposed easements, including type.	X	X
2.6. The location and dimensions of all existing and proposed drives and parking areas with proposed and existing striping indicated.	X	X
2.7. The proposed location and dimensions of any pedestrian sidewalks.	X	X
3. Site Data Table		
3.1. Zoning district of site and all adjacent property.	X	X
3.2. Land use of site and all adjacent property.	X	X
3.3. Proposed use of site.	X	X
3.4. Gross and net lot area (acres and square feet).	X	X
3.5. Gross floor area and usable floor area of all buildings, including accessory buildings (square feet of each and overall total).	X	X
3.6. Floor area ratio (total gross floor area of buildings divided by net lot area).	X	X
3.7. Percent lot coverage (ground floor area of buildings divided by net lot area).	X	X
3.8. Impervious surface ratio (total square feet of impervious surface areas divided by net lot area).	X	X
3.9. Number and type of dwelling units and density for residential projects.	X	X

Item	Required for	
	Preliminary	Final
3.10. Building height in feet and number of stories.	X	X
3.11. Required and proposed front yard open space (percent).	X	X
3.12. Required and proposed setbacks (in feet).	X	X
3.13. Proposed and required number of regular and accessible parking and loading spaces (include calculations used).	X	X
4. Tree Survey		
4.1. Tree survey per Sec. 34-5.18, tree permit reviewed separately (refer to tree survey checklist on City website).	X	X
5. Natural Features		
5.1. Existing and proposed ground elevations on the site on an appropriate grid or by contours, including existing and proposed ground elevations on adjacent land up to one hundred (100) feet of the subject property and existing building, drive and/or parking lot elevations and elevations of any adjacent unusual surface conditions. The City may require information beyond one hundred (100) feet of the subject property as necessary based on site conditions and the nature of the proposal.	X	X
5.2. Location of all existing drainage courses, lakes, streams, rivers, creeks, brooks, ponds, and detention basins, including intermittent streams and ponds with water elevation level indicated and watercourse setbacks noted as required.	X	X
5.3. Boundaries of 100-year floodplain (flood hazard area) and floodways if located on the property or immediately adjacent to the property.	X	X
5.4. Location and boundaries of wetlands and wetland setbacks.	X	X
5.5. Any proposed filling, draining, cutting, dredging or other alteration proposed for wetlands and setbacks must be graphically depicted and quantified in a table on the site plan. A wetlands determination may be waived by the Zoning Administrator based on applicable site information.		X
5.6. Soils information, location, and extent of soils that are unbuildable in their natural state because of organic content or water table level.		X
5.7. Groundwater information on the site, with supporting evidence, including but not limited to site-specific soils information.		X

Item	Required for	
	Preliminary	Final
5.8. Soil erosion control plan.		X
6. Access and Circulation		
6.1. Dimensions, curve radii, and center lines of existing and proposed access points, roads, and road rights-of-way or access easements.	X	X
6.2. The location and right-of-way widths of all abutting streets and alleys and the location of driveways or intersecting streets within 100 feet of the zoning lot on either side of the abutting street.	X	X
6.3. Location and dimensions of proposed roads, driveways, parking lots, pedestrian sidewalks, and non-motorized pathways.	X	X
6.4. Cross-section details of proposed roads, driveways, parking lots, sidewalks, and non-motorized paths illustrating materials and thickness. Geotechnical and pavement design report for public and private roads.		X
6.5. Dimensions of acceleration, deceleration, and passing lanes.		X
6.6. Location, dimensions, and surface material (asphaltic or concrete paving) of dedicated loading/unloading area(s).	X	X
6.7. Dimensions of parking spaces, islands, drive aisles and maneuvering lanes.	X	X
6.8. Location of proposed hydrants and required access for firefighting, police and other emergency equipment. Plans must detail access lanes for emergency vehicles, length of dead-end access roads and parking lots, provisions for the fire apparatus maneuvering per code, height of overhangs, sky walks, bridges or other similar structures, security gates restricting access, and location and spacing of fire hydrants.	X	X
6.9. Traffic regulatory signs and pavement markings.		X
7. Landscaping		
7.1. A landscape plan per Section 34-5.14 (refer to landscape plan checklist on City website).	X	X
8. Building, Structure, and Miscellaneous Site Information		
8.1. Location, height, and outside dimensions of all proposed buildings and structures.	X	X
8.2. Location of any outdoor sales or display areas.	X	X
8.3. Building floor plans and total floor area.	X	X
8.4. Details on accessory structures and any screening.	X	X

Item	Required for	
	Preliminary	Final
8.5. The location of any outdoor storage of materials and the manner by which it will be screened.	X	X
8.6. Building elevations drawn at an appropriate scale and including design details to demonstrate compliance with applicable ordinance requirements.	X	X
8.7. Location of all signs per Section 34-5.5, Sign permit reviewed separately.	X	X
9. Exterior Lighting		
9.1. Exterior Lighting Plan per Section 34-5.16.	X	X
10. Utilities, Drainage, and Related Issues		
10.1. Location of existing and proposed sanitary sewers and septic systems.	X	X
10.2. Size and details of existing and proposed sanitary sewers and septic systems, including profile views and specifications.		X
10.3. Location of existing and proposed water mains, well sites, water service, and fire hydrants.	X	X
10.4. Size and details of existing and proposed water mains, well sites, water service, and fire hydrants, including profile views and specifications.		X
10.5. Site grading, drainage patterns, and other stormwater management measures.	X	X
10.6. Location storm sewers, drains, water quality treatments, and stormwater retention and detention facilities.	X	X
10.7. Size and details of storm sewers and drains, including profile views and specifications, and stormwater drainage and retention/detention calculations per adopted standards.		X
10.8. Location of above- and below-ground gas, electric, and telephone lines, existing and proposed.	X	X
10.9. Location of transformers and utility boxes and required screening.	X	X
10.10. Location of dumpsters and screening details.	X	X
10.11. Assessments of potential impacts from the use, processing, or movement of hazardous materials or chemicals, if applicable.		X
10.12. Location of roof-top mechanical equipment and screening details.	X	X
11. Additional Information Required for Multiple-Family Residential Development		
11.1. The number and location of each type of residential unit (one-bedroom units, two-bedroom units, etc.).	X	X

Item	Required for	
	Preliminary	Final
11.2. Density calculations by type of residential unit (dwelling units per acre).	X	X
11.3. Garage and/or carport locations and details, if proposed.	X	X
11.4. Mailbox clusters.	X	X
11.5. Location, dimensions, floor plans, and elevations of common building(s) (e.g., recreation, laundry, etc.), if applicable.	X	X
11.6. Swimming pool fencing detail, including height and type of fence, if applicable.	X	X
11.7. Location and size of recreation and open space areas.	X	X
11.8. Indication of type of recreation facilities proposed for recreation area.	X	X
12. Public Art (if required)		
12.1. Public art requirements per Sec. 34-5.21	X	X
13. Additional Study		
13.1. Traffic and/or parking study.	As required	
13.2. Environmental assessment.	As required	
13.3. Noise.	As required	
13.4. Additional study as required by Zoning Administrator.	As required	
13.5. Master grading plan including finished grades/brick ledge grades, and first floor elevations.	As required	
14. Outside Agency Approval		
14.1. Evidence that the plan has been submitted for review to affected local, county, state, and federal agencies, including but not limited to the Road Commission for Oakland County, Oakland County Water Resources Commissioner, Oakland County Health Department, the Michigan Department of the Environment, Great Lakes, and Energy (EGLE), and Michigan Department of Transportation.		X

SECTION 34-6.1.5 PROCEDURE AFTER FINAL SITE PLAN APPROVAL

Upon certification of the approved Final Site Plan by the Zoning Administrator, the applicant may apply for the applicable construction and operating approvals, including, but not limited to engineering permits, building permits, tree permits, and business licenses.

SECTION 34-6.1.6 GUARANTEES, CERTIFICATION OF COMPLIANCE, AS-BUILT PLANS

1. Prior to the issuance of any building permit for any building or prior to issuance of a certificate of occupancy for any other development that requires site plan review under this chapter, the applicant for same shall provide to the City the completion guarantee, as set forth in Section 34-7.2.
2. A zoning compliance permit, as set forth in Section 34-7.6As-built drawings as required by the City Engineer, shall be required submitted and approved prior to issuance of a certificate of occupancy or building permit.

SECTION 34-6.1.7 EXTENSION, REVOCATION, AND ABANDONMENT OF SITE PLAN APPROVAL

1. **Preliminary Site Plan.** Preliminary Site Plan Approval shall be effective for a period of two (2) years. If within that two (2) year period the petitioner submits a complete application for Final Site Plan Approval to the Zoning Administrator in accordance with Section 34-6.1.3, then the Preliminary Site Plan approval shall be extended for an additional year. If the petitioner does not submit a complete application of the Final Site Plan within the two (2) year period, the Preliminary Site Plan Approval shall expire and become null and void, and the project shall be considered abandoned. If the petitioner does not receive Final Site Plan Approval within one (1) year of submission of the complete application, the Preliminary Site Plan Approval shall expire and become null and void, and the project shall be considered abandoned. Extensions of the Preliminary Site Plan approval may be granted in one (1) year increments by administrative approval, provided no changes have been made to the approved plan, and that the approved plan still complies with applicable ordinance requirements. No more than three (3) extensions may be granted. All requests for extensions shall be made in writing and include a statement of why the extension is necessary.
2. **Final Site Plan.** Final site plan approval is valid for a period of two (2) years from the date of Final Site Plan approval by the Zoning Administrator. Within that two (2) year period all necessary building or construction permits shall be secured and substantial construction shall be commenced. Extensions may be granted in one (1) year increments by administrative approval, provided no changes have been made to the approved plan and that the approved plan still complies with applicable ordinance requirements. No more than three (3) extensions may be granted. All requests for extensions shall be made in writing and include a statement of why the extension is necessary.

3. **Revocation or stay.** The Planning Commission may, upon the recommendation of the City Attorney and as part of a code enforcement process or proceeding, stay or revoke a site plan approval if the Planning Commission determines that any information on the approved site plan provided to the Commission as part of the approval process was false or in error, or if the requirements of the site plan have not been met and use of the property affected has been determined by the Zoning Administrator in writing to be in violation of this Ordinance. The Planning Commission shall hold a hearing and give notice of same to the applicant and property owner before such revocation or stay. A revocation or stay order shall be in writing and shall indicate the basis upon which the stay or revocation may be lifted or remedied.

SECTION 34-6.1.8 SITE PLAN APPROVAL STANDARDS

- A. Site plans shall be approved if the Planning Commission or Zoning Administrator, as applicable, reviews the site plan and determines that the proposed plan complies with all applicable regulations of this Article and Ordinance as well as other applicable laws, ordinances, and regulations.
- B. The proposed development shall provide for proper development of roads, easements, and public utilities. Site access and circulation shall be designed to ensure the safe and convenient movement of vehicles, bicycles, pedestrians, and transit, where applicable. Where possible, separation of pedestrian and vehicular traffic shall be provided to avoid conflicts and unsafe conditions. Internal circulation shall be arranged to provide a practical means of emergency personnel and vehicle access to all sides of a building. There shall be a proper relationship between public thoroughfares and proposed service drives, driveways, and parking areas.
- C. Where the Ordinance contemplates an exercise of discretion by the Commission or the Zoning Administrator, additional considerations may include, as appropriate to the determination at issue and to the extent consistent with the Ordinance:
 - a. The general health, safety, welfare, and character of the City and surrounding neighborhood.
 - b. The Master Plan.
 - c. The preservation and protection of existing natural resources and features, such as lakes, ponds, streams, wetlands, floodplains, steep slopes, groundwater, trees, and wooded areas, including understory trees.
 - d. The utilizations of natural topography to the maximum extent possible, minimizing the amount of cutting, filling, and grading required, and preventing soil erosion or sedimentation.

Section 3 of Ordinance. Repealer.

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

Farmington Hills Ordinance Code shall remain in full force and effect, amended only as specified above.

Section 4 of Ordinance. Savings.

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

Section 5 of Ordinance. Severability.

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

Section 6 of Ordinance. Effective Date.

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

Section 7 of Ordinance. Date and Publication.

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

Ayes:

Nays:

Abstentions:

Absent:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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

CARLY LINDAHL, City Clerk
City of Farmington Hills

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY OF FARMINGTON HILLS CODE OF ORDINANCES CHAPTER 21, “PLANNING,” ARTICLE II, “CITY PLANNING COMMISSION,” SECTION 21-35, “ZONING PROPOSALS; PROCEDURES,” TO CHANGE THE TITLE TO ZONING AMENDMENT PROPOSALS; PROCEDURES; AND ARTICLE III, “SITE PLAN REGULATIONS,” TO CHANGE THE TITLE TO LAND USE APPROVALS AND REVISE THE REGULATIONS THEREIN TO REFER TO THE ZONING ORDINANCE PROCEDURES.

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1 of Ordinance.

The Farmington Hills City Code, Chapter 21, “Planning,” Article II, “City Planning Commission,” Section 21-35, “Zoning proposals; procedures,” is amended in its title to read as follows:

Sec. 21-35. Zoning amendment proposals; procedures.

The following procedures shall govern proposed amendments to or reenactments of the zoning ordinance of the city, including text amendments and amendments or alterations in the zoning map:

- (1) [Unchanged]
- (2) [Unchanged]
- (3) [Unchanged]

Section 2 of Ordinance.

The Farmington Hills City Code, Chapter 21, “Planning,” Article III, Site Plan Regulations,” is amended to read as follows in its entirety:

ARTICLE III. LAND USE APPROVALS

Sec. 21-51. Compliance with zoning ordinance procedures.

The procedures set forth in the zoning ordinance shall govern the submission, review, and approval of site plans, as well as other land use decisions to be made by the planning commission.

Section 3 of Ordinance. Repealer.

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

Section 4 of Ordinance. Savings.

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

Section 5 of Ordinance. Severability.

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

Section 6 of Ordinance. Effective Date.

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

Section 7 of Ordinance. Enactment.

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

Ayes:

Nays:

Abstentions:

Absent:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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

CARLY LINDAHL, City Clerk
City of Farmington Hills

Introduced:
Adopted:
Effective:
Published:

**CITY OF FARMINGTON HILLS
PLANNING COMMISSION MEETING
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
SEPTEMBER 17, 2026 7:30 P.M.**

1. CALL MEETING TO ORDER

The Planning Commission Meeting was called to order by Chair Lindquist at 7:30pm.

2. ROLL CALL

Commissioners present: Brickner, Countegan, Grant, Lindquist, Stimson

Commissioners Absent: Banks, Mantey, Trafelet, Ware

Others Present: Staff Planner Mellem, City Attorney Schultz, Planning Consultants
Auerbach and Yu, Staff Engineer Emerson

3. APPROVAL OF AGENDA

At the request of the applicant, Agenda Item 5.D. *Site Condo Plan 2, 2026*, was postponed to a future agenda.

MOTION by Countegan, support by Brickner, to amend and approve the agenda as follows:

- **Remove Agenda Item 5.D *Site Condo Plan 2, 2026*, and renumber Agenda Item 5.E to 5.D.**

Motion passed unanimously by voice vote.

4. PUBLIC HEARING

A. ZONING TEXT AMENDMENT 1, 2026

CHAPTER OF CODE: 34, Zoning Ordinance

PROPOSED AMENDMENT: Amend Zoning Ordinance to replace in entirety Section 34-6.1
“Site Plan Review” to revise, consolidate, and restate the
procedures, standards, and requirements relating to the
submission, review, processing, consideration, decision-making,
duration of site plans in the city.

ACTION REQUESTED: Recommendation to City Council

SECTION: Amend Section 34-6.1

Staff Report

Planning Consultant Auerbach explained that the proposed amendment would consolidate all site plan review requirements and procedures into a single article of the Zoning Ordinance. The Planning Commission had discussed the amendment at a work session and again at the previous month’s meeting, when it voted to schedule tonight’s public hearing. Following the public hearing, the Planning Commission will make a recommendation to City Council to approve or deny the amendment, and City Council will make the final decision on whether to incorporate the amendment into the Zoning Ordinance.

Public Comment

Chair Lindquist opened the meeting to public comment, As no members of the public indicated that they would like to speak, Chair Lindquist closed the public portion of the hearing and returned the matter to the Planning Commission.

MOTION by Brickner, support by Stimson, to recommend approval of draft Zoning Text Amendment 1, 2026 to City Council, with no revisions.

The motion passed unanimously by voice vote, 5-0.

**CITY OF FARMINGTON HILLS
PLANNING COMMISSION MEETING
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
AUGUST 20, 2026 7:30 P.M.**

CALL MEETING TO ORDER

The Planning Commission Meeting was called to order by Chair Lindquist at 7:32 pm.

ROLL CALL

Commissioners present: Banks, Brickner, Grant, Lindquist, Mantey, Stimson, Trafelet

Commissioners Absent: Countegan, Ware

Others Present: City Planner Mulville-Friel, City Attorney Saarela, Planning Consultant Auerbach

APPROVAL OF AGENDA

MOTION by Brickner, supported by Stimson, to approve the agenda as published.

Motion passed unanimously by voice vote.

5. REGULAR MEETING

B. ZONING TEXT AMENDMENT 1, 2026

CHAPTER OF CODE: 34, Zoning Ordinance
PROPOSED AMENDMENT: Amend Zoning Ordinance to replace in its entirety Section 34-6.1
"Site Plan Review" to revise, consolidate, and restate the
procedures, standards, and requirements relating to the
submission, review, processing, consideration, decision-making, and
duration of site plans in the city.
ACTION REQUESTED: Set for Planning Commission Public Hearing
SECTION: Amend Section 34-6.1

City Planner Mulville-Friel reviewed the proposed amendment to Section 34 6.1, which the Planning Commission had previously considered at a study session. The amendment is intended to create a fair, predictable, and efficient site plan review process. Following adoption, the Planning Office would update its application forms and development review manual to conform to the new procedures.

The amendment would establish a two-phase process consisting of preliminary site plan approval followed by final site plan approval. The Planning Commission would review the preliminary plan and impose conditions. Final approval would generally be handled administratively after staff confirms that Commission conditions and departmental review requirements have been satisfied.

The amendment would also remove conflicting site plan provisions from Chapter 21 of the General Code so that the review process is contained solely in the Zoning Ordinance. It would require a mandatory preapplication meeting and expand staff authority to administratively approve certain site plans that do not exceed established thresholds or require Planning Commission consideration of waivers or other discretionary matters.

Approval Periods and Extensions

City Planner Mulville-Friel noted that the Michigan Zoning Enabling Act does not establish an expiration period for site plan approvals, leaving municipalities to establish their own. Staff reviewed neighboring communities and found substantial variation, including preliminary approval periods ranging from six months in the City of Northville to three years in the City of Ann Arbor.

Under the proposed amendment, an applicant would have two years after preliminary approval to submit for final site plan approval, one additional year to obtain final approval through administrative review, and two years after final approval to obtain required permits and commence construction.

The proposal would also permit up to three one-year extensions for both preliminary and final approvals. Staff was proposing administrative review of extension requests.

Requested Commission Action

City Planner Mulville-Friel advised that the City Attorney had reviewed the draft language and placed it into ordinance format. Staff requested that the Commission set the amendment for public hearing at the next available meeting, September 17. City Planner Mulville-Friel invited discussion regarding the proposed approval periods, extensions, whether extensions should be reviewed administratively or by the Planning Commission, and any other revisions.

Commissioner Grant asked for clarification regarding how other communities handle site plan extensions. City Planner Mulville Friel reported that some communities require applicants to return to the Planning Commission to request an extension.

Commissioner Grant asked about the proposed reduction in the site plan approval period. City Planner Mulville Friel explained that the current ordinance allows three years after final site plan approval, while the proposed amendment creates a more defined preliminary and final approval process intended to prevent inactive or dormant projects from remaining open indefinitely.

Commissioner Grant favored a shorter approval period because extended timeframes can leave properties vacant for long periods.

Commissioner Stimson supported the proposed two-year approval period and up to three one-year extensions. He also supported allowing staff to approve extensions administratively rather than requiring applicants to return to the Planning Commission.

Chair Lindquist asked what circumstances might lead staff to deny an extension. City Planner Mulville Friel stated that maintenance issues such as trash, overgrowth, or property deterioration would generally be handled through zoning enforcement rather than through the extension process. A good faith effort to advance the project could be considered; the draft does not contain detailed extension criteria.

Planning Consultant Auerbach said that extensions would generally be based on whether conditions on the site or surrounding property had changed and whether the applicant provided a reasonable explanation for the delay. He noted that the threshold for granting an extension would likely be relatively low and that staff had intentionally left the criteria somewhat open-ended.

City Attorney Saarela clarified that, as drafted, an extension would generally be granted if no changes had been made to the approved plan and the plan continued to comply with applicable Ordinance requirements. A material change to the plan or a change in the Ordinance that caused the plan to become noncompliant would be the principal reasons an extension might not be approved.

Planning Consultant Auerbach noted that if the Commission wanted greater control over how long projects could remain active, it could reduce the number of extensions allowed. Chair Lindquist observed that if the purpose were to encourage applicants to move projects forward, Planning Commission review might provide more leverage than administrative review. Planning Consultant Auerbach noted that there is considerable variation among communities and that the Commission could still revise the amendment at the public hearing or later.

Chair Lindquist asked whether an adjacent property owner or other member of the public could object to an extension. City Attorney Saarela stated that under the proposed language, extensions are not discretionary based on public comment. If the approved plan remains unchanged and continues to comply with the Ordinance, public opposition alone would not provide a basis to deny an extension.

Commissioner Stimson reiterated that requiring applicants to request extensions would demonstrate that a project remains active and could prevent viable projects from expiring because of legitimate delays such as environmental, brownfield, financial, or permitting issues. Making extensions unnecessarily difficult could discourage projects on properties that have already remained vacant for extended periods.

Commissioner Grant asked whether there is a fee for extensions and whether the draft provides for staff or Planning Commission approval. City Planner Mulville-Friel noted that there is currently no fee for an extension, although fees apply when approved plans are revised. The proposed amendment gives staff authority to approve extensions administratively.

City Planner Mulville-Friel and City Attorney Saarela emphasized that the Commission was not required to make changes to the draft tonight. The requested action was only to set the amendment for public hearing. City Attorney Saarela noted that the Commission could consider public comments and make revisions when the amendment returns for the public hearing.

Commissioner Brickner expressed concern that shortening site plan approval periods could increase costs for developers if approvals expire and plans must be resubmitted. He cited prior projects that experienced delays because of financing, interest rates, and other circumstances, and stated that overly restrictive time limits could discourage investment and redevelopment in the City.

Commissioner Stimson pointed out that the proposed structure effectively allows a project to remain active for up to five years through the initial two-year period and three one-year extensions. He viewed the extension process as a reasonable safeguard because it allows staff to confirm that the plan remains compliant while giving applicants additional time when legitimate delays occur.

MOTION by Grant, supported by Stimson, set a public hearing for draft Zoning Text Amendment 1, 2026 for the Planning Commission's next available regular meeting:

The next available regular meeting date was September 17, 2026.

Motion passed unanimously by voice vote.

SITE PLAN REVIEW

Welcome investment. Maintain standards.

A clear, fair, and predictable process that reduces administrative burdens, improves coordination, and supports quality growth.



WHY IS A CLEAR SITE PLAN REVIEW PROCESS IMPORTANT

The site plan review process is the community's front door to growth and improvement.

When it is clear, fair, and predictable, it welcomes investment, builds trusts, and ensures that development benefits the community.



ALIGN WITH CITY'S VISION, MISSION, AND VALUES

- Organizational Value
 - Customer Focused: *Being empathetic, responsive, and proactive in delivering solutions and support to meet the needs and ensure the satisfaction of our external and internal customers.*
- Goal Area
 - Championing Strategic Redevelopment: *Enhancing quality of life with vibrant, forward-looking amenities and diverse opportunities, stemming from the strategic implementation of the City's Master Plan and Market Study recommendations.*

CURRENT SITE PLAN REVIEW PROCESS

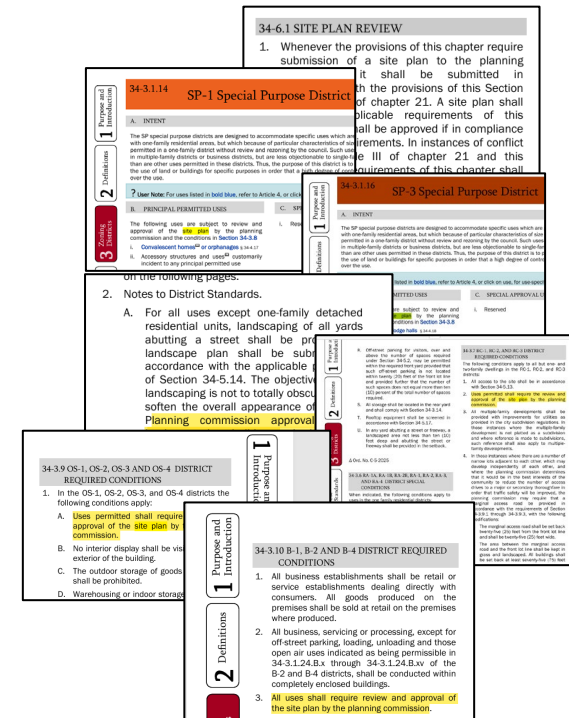
- The current site plan review process and submittal requirements are found in different parts of the overall City code. This could lead to overlooked or misunderstood sections and may be hard to understand and follow for some applicants.
- This can lead to inconsistent submittals, incomplete applications, increased staff time and resources, and incomplete information being provided to the Planning Commission.

Divided between:

General
Code

&

Multiple Zoning
Sections



WHY UPDATE?

Fairness, Predictability, and Efficiency

- **Make the process clear and consistent:** Set transparent expectations, apply uniform standards, and improve customer service.
- **Streamline review and approvals:** Coordinate departments, reduce administrative burdens, and expedite routine or low-risk projects.
- **Create capacity for growth:** Focus staff and Planning Commission resources on complex projects while supporting investment through a business-friendly process.

WHY UPDATE?

Make it easier to invest and develop in the community while maintaining City standards and reduce administrative burdens.

AMENDMENT SUMMARY

What changes?

- Replace Zoning Ordinance Section 34-6.1
- Remove City Code Chapter 21, Article 3

What does it do?

- Clarifies and creates two processes
 - Administrative and Full Site Plan Review
- Clarifies and codifies submittal and review requirements

Core Intent:

Better Coordination before Construction.

Align City objectives, applicant expectations, and technical reviews earlier in the process

REVIEW PATHS

Two review paths:

1. Administrative Site Plan Review
 - Minor alterations, similar or less intense use changes, accessory buildings, signs, temporary uses, landscaping and reuse with no exterior changes.
 - Administrative review only. No preliminary and final.
 - Administrative plans still use Section 34.6.1.4 submittal materials unless waived as unnecessary.
 - Zoning Administrator (ZA) Discretion: ZA can require Planning Commission review when administrative approval is not appropriate (or if it's required)
2. Full Site Plan Review
 - Most new development other than single and two-family dwellings.
 - Major site improvements
 - Includes both Preliminary and Final Site Plan Review

SUBMITTAL REQUIREMENTS AND REVIEW STANDARDS

- **Clarify submittal expectations:** Specify what applicants must provide at each stage.
 - Clear requirements help applicants get it right the first time, reducing incomplete applications, revisions, and delays.
- **Establish clear review standards:** Define how proposals will be evaluated.
 - Clear criteria help staff and the Planning Commission make fair, consistent decisions and give applicants a predictable path forward.

Together, they save time, reduce costs, and build trust in the process.

IMPACT

- **There will be a learning curve**, particularly for smaller developers or applicants who are less familiar with the site plan review process.
- **The upfront submittal requirements may be greater** than what has been required in the past.
 - However, clearer requirements at the beginning of the process will lead to more complete applications, fewer delays, and a more consistent and predictable review process.
- **Ultimately, the goal is to create a process that is fair, predictable, and efficient.**



KEY TAKEAWAYS

Submittal Requirements

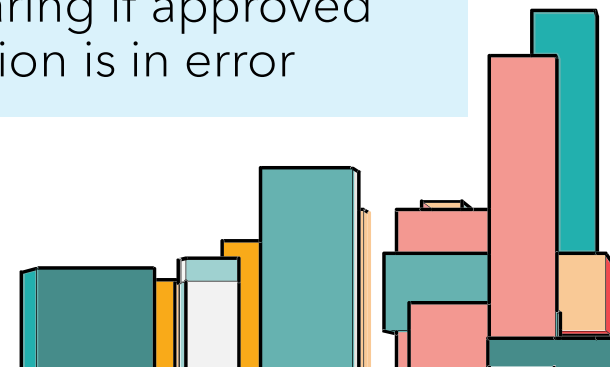
- Listed in comprehensive data table
- Zoning Administrator (ZA) may waive unnecessary data based on project scope
- Traffic, environmental, noise, and other studies may be required

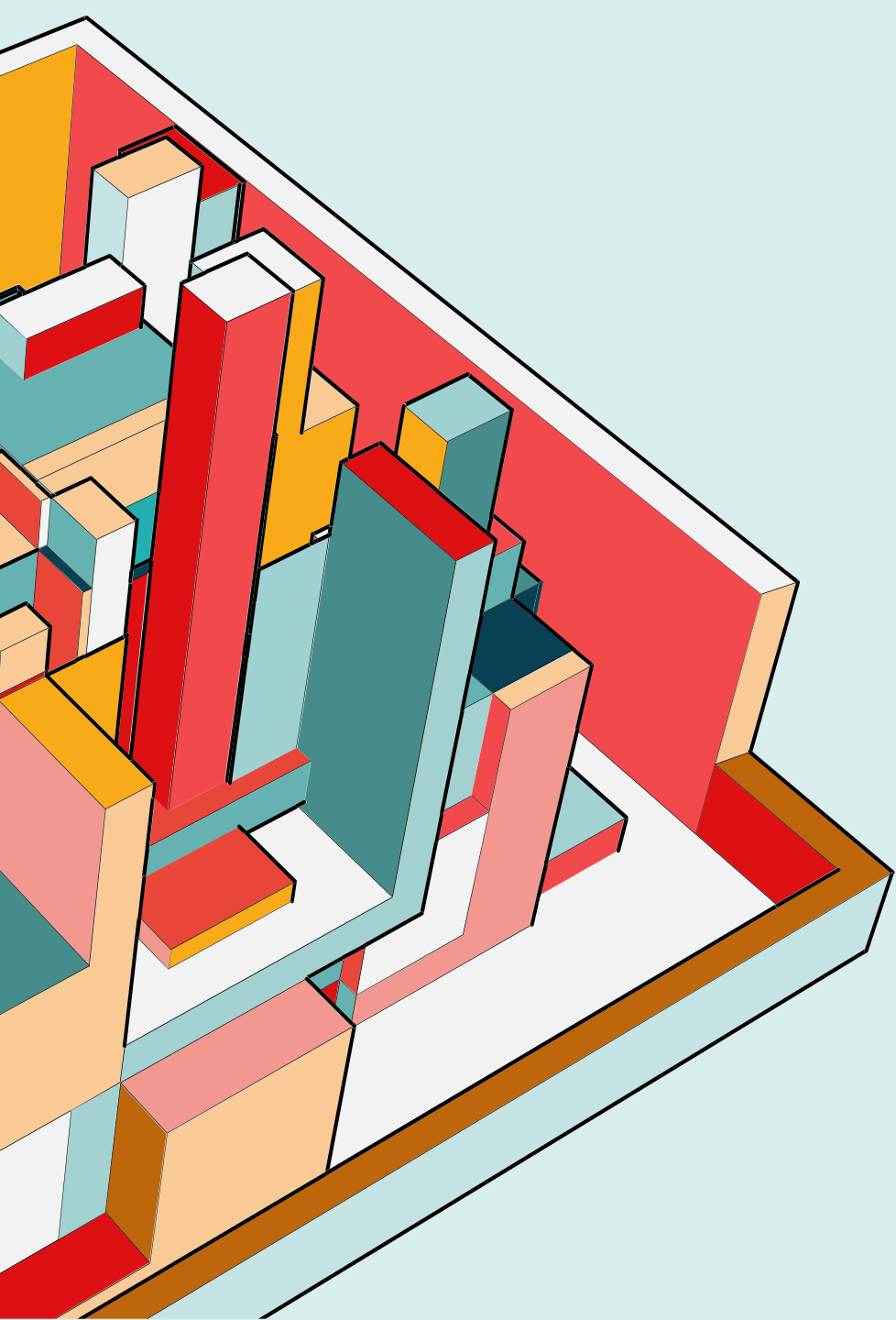
Review Standards

- 11 standards
- Give the Planning Commission and ZA a clear basis to evaluate whether a site plan is functional, safe, compliant, and compatible.

Approval Lifecycle

- Preliminary approval is valid for 2 years
- Final approval is valid for 2 years after ZA approval
- Up to three 1-year administrative extensions are allowed
- PC may revoke approvals after hearing if approved information is in error





QUESTIONS???

AGENDA
CITY COUNCIL MEETING
OCTOBER 12, 2026
CITY OF FARMINGTON HILLS
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com
Cable TV: Spectrum – Channel 203; AT&T – Channel 99
YouTube Channel: <https://www.youtube.com/user/FHChannel8>

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

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

STUDY SESSION (6:00PM Community Room – See Separate Agenda)

REGULAR SESSION

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Approval of regular session agenda

ANNOUNCEMENTS/PRESENTATIONS FROM CITY BOARDS, COMMISSIONS AND PUBLIC OFFICIALS

2. Update from DTE Energy representatives

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 8-17)

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

NEW BUSINESS:

3. Consideration of approval of [appointment](#) to the Parks and Recreation Commission.
4. Consideration of approval of the Oakland Livingston Human Service Agency Concession Agreement with the City of Farmington Hills Department of Special Services. [CMR 10-26-128](#)

5. Consideration of [appeal](#) of a Freedom of Information Act request dated August 3, 2026.
6. Consideration of approval of a Resolution supporting the Transportation Alternative Program Grant application submission for the “9 Line” Non-Motorized Path along 9 Mile Road from I-275 to Farmington Road. [CMR 10-26-129](#)
7. Consideration of approval of the Agreement with the Michigan Department of Transportation for the Congestion Mitigation and Air Quality Grant Program. [CMR 10-26-130](#)

CONSENT AGENDA:

8. Acknowledgment of fourth quarter financial summary and quarterly investment reports. [CMR 10-26-131](#) and [CMR 10-26-132](#).
9. Acknowledgment of first quarter financial summary and quarterly investment reports. [CMR 10-26-133](#) and [CMR 10-26-134](#).
10. Recommended adoption of a [resolution](#) regarding the study and possible consideration of Zoning Ordinance amendments and the temporary deferral and postponement of decisions regarding datacenter uses.
11. Recommended approval of a Special Event Permit for the [Universalist Unitarian Church of Farmington’s Treats on the Trail](#) event to be held on Sunday, October 25, 2026.
12. Recommended approval of the Public Art Requirement Guidelines and Procedures. [CMR 10-26-135](#)
13. Recommended approval of purchase of new Rain Bird Irrigation Satellites and Cirrus Pro Central Control Station for the Golf Course to SiteOne Landscape Supply in the amount of \$126,059.79. [CMR 10-26-136](#)
14. Recommended approval of award of bid for T-Shirt Imprinting and Garment Embroidery to SP Designs and Mfg., Inc. for the next three years at an estimated annual amount of \$70,000 per year with extensions. [CMR 10-26-137](#)
15. Recommended approval of City Council [special meeting minutes](#) of September 26, 2026.
16. Recommended approval of City Council [study session minutes](#) of September 28, 2026.
17. Recommended approval of City Council [regular session minutes](#) of September 28, 2026.

ADDITIONS TO AGENDA

PUBLIC COMMENTS

Limited to three (3) minutes.

CITY ATTORNEY REPORT

ADJOURNMENT

Respectfully submitted,

Carly Lindahl, City Clerk

Reviewed by:

Karen Mondora, Acting City Manager

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



INTEROFFICE CORRESPONDENCE

DATE: October 6, 2026
TO: City Council
FROM: Theresa Rich, Mayor
SUBJECT: Recommendation for appointment.

I would like to recommend the following appointment at the October 12, 2026 City Council meeting.

Parks and Recreation Commission

	Length of Term:	Term ending:
Jata Hibbler	Unexpired Term	February 1, 2028

Jata Hibbler will replace the vacant seat left by Stacey Diefenbach who resigned May 2026. Attached, please find Jata's resume.

From: postmaster@muniweb.com
To: [DistributionList-CityManagerOffice](#)
Subject: The Form "Boards and Commissions Questionnaire" was submitted
Date: Wednesday, September 23, 2026 11:06:58 AM

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

Your Name

Jata Hibbler

Your Address

[REDACTED]

Your Phone Number

[REDACTED]

Your Email

[REDACTED]

Multiple choice

Arts Commission

Commission on Children, Youth and Families

Commission on Community Health

Innovation, Energy and Environmental Sustainability Committee

Mayor's Youth Council

Multicultural/Multiracial Community Council

Parks Recreation Commission

Brief Resume

JATA L. HIBBLER Public Service | Community Engagement | Advocacy & Volunteer Leadership Farmington Hills, Michigan Professional Profile Experienced public servant with 18 years of federal service, a background in communications and public relations, and extensive experience in community outreach, advocacy, mentoring and volunteer leadership. Dedicated to expanding access to resources, supporting families, encouraging civic participation and improving the well-being of the community. Professional Experience Social Security Administration — Claims Specialist September 2008–Present Serve the public by assisting individuals and families with Social Security, disability, Supplemental Security Income and Medicare programs. Mentor and train employees, coordinate specialized workloads and support office operations. Lead educational initiatives to increase public awareness and access to online government services. Collaborate with colleagues and management to improve service delivery and address complex public needs. Community Involvement & Volunteer Leadership American Federation of Government Employees (AFGE): Member and former union alternate, supporting employee representation, workplace advocacy and communication between employees and leadership. NAACP: Member with an interest in civil rights, equal opportunity and community advancement. Community Clothing & Family Assistance: Founder of one_two_another, an initiative focused on collecting gently used clothing for shelters, providing professional clothing to women and assembling care packages for mothers and individuals facing illness or hardship. Employee Mentorship & Education: Facilitated employee training, mentored new hires and supported educational initiatives promoting access to government services. Fitness & Wellness: Spin instructor

promoting physical fitness, healthy lifestyles, motivation and community through group exercise. Leadership & Additional Service Served as an office Service Leadership Council representative. Led an employee e-services committee and supported public education initiatives. Developed informational materials and training resources to help individuals access government services. Participated in community fitness activities and charitable running events. Education Wayne State University Bachelor of Arts, Communications Concentration: Public Relations | Minor: Journalism Professional & Community Affiliations American Federation of Government Employees (AFGE) | NAACP

References

Craig Simpson - [REDACTED] Ronda Turner - [REDACTED] Alisha Sorey- [REDACTED]
[REDACTED]



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 10/12/2026

DEPT: Special Services

RE: AUTHORIZATION OF OAKLAND LIVINGSTON HUMAN SERVICE AGENCY (OLHSA)
CONCESSION AGREEMENT WITH THE CITY OF FARMINGTON HILLS DEPARTMENT OF
SPECIAL SERVICES

ADMINISTRATIVE SUMMARY

- The Department of Special Services will expand program offerings at The Hawk through a concession agreement with OLHSA
- The purpose of said program is to provide early childhood education with a goal of increasing the preparedness of children to enter school
- OLHSA is an organization that will coordinate, promote, operate and manage Head Start and Pre Head Start Programs
 - The Head Start Program will accommodate up to 16 students, ages 3-5 in classroom 382 at The Hawk throughout the school year
 - The Pre Head Start Program will accommodate 8 students per classroom, ages 0-3 in classroom 364 and classroom 362 (with attached office spaces: 362A and 362 B) year round
- OLHSA will utilize 2,798 square feet of program space and 196 square foot of office space in The Hawk - Farmington Hills Community Center
- OLHSA will provide all the following relative to Concession Services:
 - Movable projectors, laptops, and screens
 - Furniture, tables, and chairs
 - Equipment and supply needs for OLHSA offices
 - Additional WiFi or internet, as needed
 - Payment for signs in buildings and additional requests
 - Office and room improvements, including painting
 - Trash pick up, vacuum, and other clean up duties in the offices and classrooms using own equipment and cleaning supplies
 - Additional phones, including wiring for such, in offices and classrooms
 - Computers, phone line, and supply needs
 - Adhere to all fire codes and room capacity requirements
- OLHSA will provide a \$30,000 payment to the City of Farmington Hills toward the design and construction of a playground on The Hawk premises
- This is a one-year agreement, with the option to extend for three additional one-year terms, which has been reviewed by the City Attorney. OLHSA will pay a monthly concession payment in the amount of \$5,841 from the commencement date of October 15, 2026 through October 14, 2027, for an annual total of \$70,092



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the Acting City Manager to approve the Concession Agreement with Oakland Livingston Human Service Agency.

Prepared by: Bryan Farmer, Deputy Director of Special Services

Reviewed by: Ted Davis, Director of Special Services

Approved by: Karen Mondora, Acting City Manager

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (referred to hereinafter as the “Agreement”), dated _____, is by and between the Oakland Livingston Human Service Agency, a Michigan non-profit corporation, whose address is 196 Cesar E. Chavez, Pontiac, Michigan 48343-0598 (referred to hereinafter as “OLHSA”) and the City of Farmington Hills (“City”), a Michigan municipal corporation, whose address is 31555 W. Eleven Mile Road, Farmington Hills, MI 48336.

WITNESSETH

WHEREAS, OLHSA provides services in Oakland and Livingston Counties including the administration and operation of a program commonly known as the "Head Start Program" The purpose of said program is to provide early childhood education with a goal of increasing the preparedness of children to enter school.

WHEREAS, City owns and operates the Farmington Hills Community Center, located at 29995 West 12 Mile Road, Farmington Hills, Michigan 48334 (the “Hawk”); and

WHEREAS, OLHSA desires to occupy and utilize five (5) rooms within the Hawk, measured at approximately 2,994 square feet area for its Head Start/Pre Head Start Program; and

WHEREAS, the City agrees to renovate and retrofit the Concession Premises to construct a playground, and OLHSA will provide \$30,000 toward playground expense and construction; and

WHEREAS, City and OLHSA desire to enter into this Agreement under which OLHSA will provide Head Start/Pre Head Start Program within the Concession Premises at the Hawk as further described in and according to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1.0 CONCESSION.

1.01. Grant of Concession License. Subject to the terms and conditions of this Agreement, City hereby grants to OLHSA the right and license to provide and perform the Concession Services below in the areas of the Hawk described below as the Concession Premises. OLHSA hereby agrees to provide and perform the Concession Services at the Hawk in accordance with the terms and conditions contained in this Agreement.

1.02. Concession Premises, Equipment and Inventory Provided by City. Subject to the terms and conditions of this Agreement, OLHSA shall have the permission and right to use the Concession Premises identified on Attachment A for purposes of providing the Concession Services. Prior to executing this Agreement, OLHSA has inspected the Concession Premises described herein and found it to be acceptable in its “AS IS” condition (subject to the above-described renovations and retrofitting). OLHSA shall be responsible, at its own expense, for providing and installing all painting, equipment, furniture, supplies and removable flooring (only non-adhering tile and/or rubber) necessary for OLHSA’s use in the provision of Concession Services on the Concession Premises. OLHSA shall be responsible, at its expense, for all necessary

maintenance, repairs and replacement of all equipment, furniture, flooring, and supplies on the Concession Premises. On or before June 30, 2026, the City shall invoice OLSHA for, and OLSHA shall provide to the City, a one-time payment of thirty-thousand dollars (\$30,000.00) to be used toward the design and construction of a playground on the Concession Premises at the Hawk. The donation shall be applied to the playground project upon approval by City Council of a Request for Proposal for the playground design and construction project. The playground design and construction project shall occur during the period commencing October 15, 2026, and ending June 30, 2028. If the playground project does not occur within such period, the City shall refund OLSHA the full amount of the thirty-thousand dollars (\$30,000.00) donation, unless the City and OLSHA mutually agree in writing to extend the period for completion of the playground project in connection with an extension of the Concession Agreement, in which case the donation shall remain available for use toward the playground project during the agreed-upon extension period.

The concession rights do not include the use of any space or facility in any other areas of the Hawk or elsewhere in the City of Farmington Hills, except as specifically permitted in this Agreement or unless specifically approved or directed by authorized representatives of City in writing. Designated offices and classrooms and related price per square footage are as follows:

<u>Room</u>	<u>Square Footage</u>	<u>Price per square foot</u>	<u>Use</u>	<u>Teacher and Participant Maximums</u>	<u>Age Range</u>
362	736	\$24.00	Classroom	Two (2) Teachers and eight (8) Participants	0-3
362A	98	\$15.00	Office	Two (2) Teachers and eight (8) Participants	0-3
362B	98	\$15.00	Office	Two (2) Teachers and eight (8) Participants	0-3
364	731	\$24.00	Classroom	Two (2) Teachers and eight (8) Participants	0-3
383	1,331	\$24.00	Classroom	Two (2) Teachers and sixteen (16) Participants	3-5

OLHSA shall have year-round access to the above-mentioned rooms at the Concession Premises and, in partnership with Safety Town Program, shall provide annual use of Room 383 to its participants between the months of June to August. OLHSA participants (aged 4-6) shall be given an opportunity to participate in one session of Safety Town at no additional charge.

1.03. Concession Services. For purposes of this Agreement, “Concession Services” shall mean and include the offering, provision, managing, undertaking and operation of the programs, events and other activities on the Concession Premises at the Hawk described in Attachment B for the public.

2.0 COMMENCEMENT AND DURATION.

2.01. Commencement Date. This Agreement shall become effective on the fifteenth (15th) day of October, 2026 (the “Commencement Date”).

2.02. Expiration and Extensions. This Agreement shall expire on October 14, 2027; provided, however, OLHSA may extend this Agreement for three (3) additional one (1) year term, by sending, no less than six (6) months prior to the end of the initial term and any additional terms, a written notice to City stating its agreement to extend for an additional one (1) year term. The term of any additional term shall run from October 15 to October 14 of the subsequent year.

2.03. Termination. OLHSA shall have the right to terminate this Agreement by written notice upon a material breach by City, which written notice shall identify the material breach and provide City thirty (30) days to cure the breach and state a date no more than thirty (30) days after the aforementioned thirty (30) day cure period on which the termination shall become effective if City fails to cure and by which OLHSA shall discontinue its use and vacate the Concession Premises. OLHSA shall also have the right to terminate this Agreement upon written notice if OLHSA loses or has a material reduction in funding that prevents OLHSA from continuing to operate the concession or otherwise fulfill its obligations under this Agreement. Such termination shall be effective thirty (30) days after the date of the notice, unless otherwise agreed in writing by the Parties, and OLHSA shall discontinue its use and vacate the Concession Premises no later than the effective date of termination. City shall have the right to terminate this Agreement by written notice upon a material breach by OLHSA that has not been cured in accordance with this Agreement, which written notice of termination shall require OLHSA to discontinue its use and vacate the Concession Premises no less than thirty (30) days after the date of the notice. Either Party shall have the right to terminate this Agreement at any time without cause, provided such termination shall be effective upon at least (6) months advance written notice to the other Party and OLHSA shall discontinue its use and vacate the Concession Premises no later than the effective date of such notice. If OLHSA terminates this Agreement without cause prior to paying the full amount of an Annual Concession Payment Amount described in Section 3.02(C) of this Agreement, prior to the effective date of the termination OLHSA shall pay to City the remaining balance of the Annual Concession Payment Amount.

3.0 CONSIDERATION AND METHOD OF PAYMENT.

3.01. Consideration to OLHSA. In consideration for performing and providing the Concession Services in accordance with this Agreement and the consideration under 3.02, City agrees to do and comply with the following:

(a) Grants the concession and the other promises, rights and privileges set forth in this Agreement to OLHSA.

3.02. Consideration to City. In consideration for the rights and privileges granted to OLHSA under this Agreement, OLHSA agrees to do and comply with the following:

(a) OLHSA shall perform and provide the Concession Services in accordance with this Agreement and otherwise comply with this Agreement.

(b) OLHSA agrees to promote and market its events and offerings via OLHSA mailings, web, social channels, and in facility signage (if permitted and approved by City).

(c) OLHSA shall pay to City an annual amount as set forth on Attachment C (referred to hereinafter as the “Annual Concession Payment Amount”) each year. In the first year, the Annual

Concession Payment Amount shall be broken down into twelve (12) equal monthly installment payments of \$5,841.00, which shall be paid on or before the first (1st) day of each month. The first monthly installment payment shall be paid on or before the Commencement Date. With respect to the monthly payments under this Section 3.02(C), it is agreed that OLHSA shall not be in material default of this Agreement unless a monthly installment payment has not been paid to City on or before the tenth (10th) day of each month.

In each subsequent year, the Annual Concession Payment Amount shall be broken down into twelve (12) equal monthly installment payments of \$5,841.00, which shall be paid on or before the first (1st) day of each month.

With respect to the monthly payments under this Section 3.02(C), it is agreed that OLHSA shall not be in material default of this Agreement unless a monthly installment payment has not been paid to City on or before the tenth (10th) day of each month. If OLHSA terminates this Agreement prior to paying the full amount of an Annual Concession Payment Amount, prior to the effective date of the termination OLHSA shall pay to City the remaining balance of the Annual Concession Payment Amount.

4.0 GENERAL TERMS AND CONDITIONS.

4.01 Utility Services. Service facilities and outlets for utilities provided by City are limited to those existing on the Concession Premises at the Commencement Date. Any updating, modification or addition of service facilities and outlets for utilities shall be at the sole cost and expense of OLHSA, must be approved in advance and in writing by City, and must be made in compliance with the pertinent provisions of the applicable building codes, ordinances, laws, and regulations.

4.02. Insurance. OLHSA shall, at its own cost and expense, maintain the insurance policy coverages and provisions described in Attachment D in full force and effect at all times for the duration of this Agreement. OLHSA shall provide City with proof of said insurance, in a form satisfactory to City, prior to the Commencement Date, and at any time City requests such proof thereafter.

4.03. Indemnity. To the fullest extent permitted by law, OLHSA agrees to defend, pay on behalf of, indemnify, and hold harmless City, with respect to any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed, or recovered against or from City, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arises out of OLHSA's use or occupancy of the Concession Premises, undertaking of the Concession Services, or the actions or inactions of OLHSA or OLHSA's agents, officers, members, directors, managers, volunteers, contractors and/or employees. For purposes of this Section, the term "City" shall be deemed to include the City of Farmington Hills, and its elected officials, appointed officials, officers, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, attorneys, representatives, consultants, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities), and/or any persons acting by, through, under, or in concert with any of them.

4.04 Communications and Coordination. City hereby designates the Director of the Special Services Department or her designee as its liaison and OLHSA designates its General Manager or his designee as its liaison for purposes of all communications between the Parties relative to the day-to-day operations of the Concession Premises, Concession Services, and the Hawk. OLHSA shall cooperate and coordinate with City with respect to the overall operation of the Hawk and any and all events and activities at the Hawk.

4.05 Name; Signage; Advertising. Any name, signage or advertising of OLHSA inside the Hawk, including without limitation the Concession Premises and signage proposed under Exhibit B, shall be subject to the prior discretionary approval of City. There shall be no signage or advertising of OLHSA on the exterior of the Hawk or on the exterior grounds of the Hawk.

4.06 Personnel.

(a) To ensure proper performance of the Concession Services, OLHSA warrants that all OLHSA personnel (paid and volunteer personnel) and contractors (including contractors' employees) assigned to perform the Concession Services (all of whom are referred to herein as the "Employees") are and shall be fully trained and qualified to perform such Services.

(b) OLHSA shall be responsible for the hiring, management, benefits (if any) and remuneration of all Employees. OLHSA shall provide the necessary Employees to operate the Concession Services in a safe, efficient and thorough manner, and all such Employees shall be the employees, volunteers or contractors of OLHSA, and not City. OLHSA shall be responsible for hiring its own employees, contractors and volunteers to perform the Concession Services (as needed) and shall comply with all state and federal laws and regulations relating to employment.

(c) On an annual basis, OLHSA shall perform thorough criminal background checks on all Employees prior to any Employee's entry onto or into the Hawk grounds or facilities and prior to any interaction of any kind by Employees with any member of the public at the Hawk or relating to any OLHSA programs, events or other activities at the Hawk. OLHSA shall not allow Employees who have had a criminal conviction (other than convictions for criminal offenses related to the operation of a motor vehicle) to enter onto or into the Hawk grounds or facilities or to interact with any member of the public at the Hawk or relating to any OLHSA programs, events or other activities at the Hawk, without the express written approval of the Special Services Department Director. To the extent allowed by law, City will not disclose to private third parties the criminal background information obtained pursuant to this section unless required by law or subpoena.

(d) Upon request, OLHSA will provide City with a list of all current Employees who will be at the Hawk at any time, including name, address, and driver's license number. City reserves the right, but does not have any obligation or duty, to do background checks on any such Employee. To the extent allowed by law, City will not disclose to private third parties the personal address and driver's license information obtained pursuant to this section unless required by law or subpoena.

(e) City reserves the right to request that OLHSA remove any of OLHSA's Employees from the Hawk for reasonable cause. Such causes shall include, but are not limited to, the following:

1. Engaging in loud, boisterous and unprofessional conduct.
2. Unauthorized use, disposition and/or misappropriation of City and/or personal property.
3. Engaging in unlawful and unauthorized acts.
4. Misrepresentation of facts.
5. Failure to meet acceptable standards of personal conduct, cleanliness, neatness, bearing or demeanor.

4.07 Specifications, Standards and Conduct.

(a) OLHSA shall be responsible for emptying the wastebaskets and vacuuming the carpets, if any, in the Concession Premises. OLHSA shall be responsible for the cleaning of the equipment, tables, flooring, furniture and fixtures that are located in the areas of the Concession Premises or other areas it is using.

(b) OLHSA shall permit no nuisance to accompany its operations in connection with this Agreement and shall promptly abate the same upon notification thereof.

(c) City shall have the right to enter and inspect the Concession Premises at any time, and to impose reasonable regulations or requirements to ensure proper care, maintenance and upkeep, as reasonably determined by City.

4.08 Complaints. OLHSA shall respond to all consumer complaints relative to OLHSA's Employees, OLHSA's uses of the Concession Premises or OLHSA's Concession Services, and shall forward copies of all written complaints and the responses thereto to the City Manager and City's designated liaison under Section 4.05 within (10) days after receipt of the original complaint.

4.09 Hours of Operation. OLHSA shall have access to the Concession Premises during the hours of operation of the Hawk established from time to time by City in its discretion. OLHSA may be permitted access outside the normal hours of operation if requested in advance and approved by the Special Services Department Director or her designee in her sole discretion.

4.10 Improvements and Installations. Unless otherwise agreed by the Parties in writing, any changes and improvements made, and any installations and fixtures added, by OLHSA to the Concession Premises shall be at OLHSA's sole expense and shall become City's property upon completion. OLHSA shall make no improvements or installations in or to the Concession Premises, or any other area of the Hawk, without the prior written consent of City, and OLHSA shall not demolish, destroy, damage or alter the whole or any part of the Concession Premises. OLHSA shall be responsible for all costs associated with obtaining a permit(s) for said improvements.

4.11 Destruction of Premises. In the event of the partial or complete destruction of the Concession Premises, OLHSA assumes all of the risk of loss. If OLHSA is not responsible for the

Concession Premises' destruction and the destruction is such that OLHSA is not able to perform its Concession Services, then the Concession Consideration set forth in Section 3.02 shall abate until such time as the Concession Premises are restored, at the expense of City or its insurance provider.

4.12 Compliance with Applicable Laws. OLHSA shall comply with all applicable federal, state and city laws, codes, ordinances and regulations, and all applicable City policies, as now exist or may hereafter be adopted, and shall take any additional actions considered by City to be reasonably necessary to the protection of the health, safety and well-being of the public.

4.13 Non-discrimination in Services. OLHSA agrees that the Concession Premises and Concession Services shall be equally available to all members of the public, and OLHSA shall not discriminate in connection with the Concession Services based in whole or in part on the race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, source of income, family status, sexual orientation or gender identity of another person, that person's relatives, or that person's associates, unless such discrimination is allowed under federal, state or City laws or ordinances.

4.14 Non-discrimination in Employment. OLHSA agrees that it will not discriminate against any employee, volunteer or applicant for employment based in whole or in part on the race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, source of income, family status, sexual orientation or gender identity of another person, that person's relatives, or that person's associates, unless such discrimination is allowed under federal, state or City laws or ordinances.

4.15 Assignment. OLHSA shall not assign this Agreement in whole or in part without the prior written approval of City.

4.16 Subcontracting. OLHSA shall not enter into any subcontract of any nature, formal or informal, concerning the Concession Premises or Concession Services with any individual, partnership, company or corporation without prior approval of City; it being understood that the only activities that OLHSA may conduct on, upon or from the Concession Premises and the Hawk are as authorized under the terms of this Agreement.

4.17 Encumbrances. OLHSA shall not lease, hypothecate or mortgage the whole or any part of the Hawk or the Concession Premises, nor assign or encumber directly or indirectly any interest whatsoever in the Concession Premises or City's personal property and shall not transfer any interest or rights in the same (whether by assignment or other contract).

4.18 Material Breach. Failure to comply with any of OLHSA's obligations set forth above in Sections 1.0, 2.0, 3.0 or 4.0 shall constitute a material breach of this Agreement. In the event of a material breach of this Agreement, OLHSA shall have a period of thirty (30) days after the date of written notice from City to cure the breach in a manner set forth in the notice or otherwise satisfactory to City.

5.0. MISCELLANEOUS TERMS AND CONDITIONS.

5.01 Notices. All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and shall be delivered by any one of the following methods: (1) personal delivery with receipt acknowledged in writing; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (3) by deposit with an overnight express delivery service addressed to the party's address stated below with receipt acknowledged in writing. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective two (2) business days after deposit with the Postal Service. Overnight express delivery service shall be deemed effective one (1) business day after deposit with the overnight express delivery service. Notice also may be given by means of email; provided, however, that in order for an email notice to be deemed effective, the party giving notice by email shall provide a "hard copy" of the emailed notice thereafter to the other party pursuant to one of the three methods of "hard copy" delivery specified in this Paragraph. Unless specifically indicated otherwise in this Agreement, all notices, demands, requests or replies shall be addressed to the respective parties as follows:

City: City of Farmington Hills
Attn: City Manager
31555 West 11 Mile Road
Farmington Hills, MI 48336

OLHSA: Oakland Livingston County Human
Service Agency
Attn: _____
196 Cesar E. Chavez
Pontiac, MI 48343

Each party shall have the right to designate a different address within the State of Michigan by the giving of notice to the other party in conformity with this Section.

5.02 Recitals and Attachments. The Recitals above and the several Attachments hereto are incorporated herein by reference and expressly made an integral and component part of this Agreement for all purposes and shall be binding upon both parties. References to any Attachment in this Agreement shall be deemed to include this reference and incorporation.

5.03 City Approval. Any provision of this Agreement indicating that the consent or approval of City is necessary may be satisfied by the written and signed approval of the City Manager as the officer authorized to administer this Agreement on behalf of City or the City Manager's designee, unless specifically stated otherwise in said provision or unless the City Manager, in his discretion, desires to submit the matter to the City Council for approval.

5.04 Parties and Party Defined. For purposes of this Agreement, the term "Parties" shall mean and include both OLHSA and City, and the term "Party" shall mean and include either OLHSA or City.

5.05 Independent Contractor. The relationship of OLHSA to City is and shall continue to be that of an independent contractor and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer/employee relationship with respect to City shall exist or arise out of this Agreement or the performance of this Agreement. City shall not be responsible for the wages, salaries or benefits of any employee or representative of OLHSA, nor for any debt, liabilities or other obligations of OLHSA. This Agreement does not authorize or

establish either party as the agent or representative of the other party for any reason whatsoever, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

5.06 No Tenant. OLHSA shall not by virtue of this Agreement be deemed to have become the tenant of City or the Concession Premises, nor to have been given or accorded, as against City, possession of the Concession Premises. Upon any termination of this Agreement, City shall have the right through such means as it sees fit to remove and exclude therefrom OLHSA and any of OLHSA's employees, without being deemed guilty of or liable or responsible for, any unlawful entry, trespass or injury of any sort whatsoever.

5.07 Nonwaiver. Unless otherwise expressly provided herein, no waiver by any Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving Party. No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach under this Agreement by the other Party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either Party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition. All rights or remedies afforded to the parties hereunder or by law shall be cumulative and not alternative, and the exercise of one right or remedy shall not bar other rights or remedies allowed herein or by law.

5.08 Governmental Immunity. It is declared that the actions of City under this Agreement are a governmental function. It is the intention of the Parties hereto that this Agreement shall not, in any manner, be construed to waive the defense of governmental immunity, which City possessed prior to the execution of this Agreement and which City may hereafter acquire.

5.09 Entire Agreement. This Agreement contains the entire agreement among the Parties pertaining to the subject matter hereof and all prior negotiations and agreements are merged herein. Neither Party has made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by OLHSA or City by implication or otherwise unless expressly set forth herein.

5.10 Waiver of Default. Any waiver by City or OLHSA of any default or breach of this Agreement shall not be construed to be a continuing waiver of said default or breach, or as a waiver or permission, express or implied, of any other or subsequent default or breach.

5.11 Force Majeure. Neither City nor OLHSA shall be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that Party. Such conditions include, but are not limited to, acts of God, acts of other government agencies, strikes, labor union disputes, fire, explosions or other casualties, thefts, vandalism, riots or war, and acts of terrorism.

5.12 Governing Law; Jurisdiction. This Agreement is governed by, subject to, and construed according to the laws of the State of Michigan. Any action relating to the validity, construction, interpretation and enforcement of this Agreement shall be filed with jurisdiction and venue stipulated as being in Oakland County, Michigan.

5.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of City and OLHSA, and their respective successors and assigns.

5.14 No Third-Party Beneficiaries. This Agreement is not intended to confer any benefit on any person or entity that is not a party to this Agreement.

5.15 Severability. If any section, subsection, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be considered a separate, distinct and independent portion of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect.

5.16 Headings; Plural/Singular; Gender. The headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement. As used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

5.17 Amendments. This Agreement may be amended at any time, in writing, by mutual consent of the Parties. No amendment to this Agreement shall be effective and binding upon the Parties unless it expressly makes reference to this Agreement, is in writing, and is signed and acknowledged by duly authorized representatives of both parties and approved by the City Council.

5.18 Authority. Each of the named parties to this Agreement have been duly authorized by its respective governing body to enter into this Agreement.

IN WITNESS WHEREOF, City and OLHSA, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

WITNESS:

OAKLAND LIVINGSTON HUMAN
SERVICE AGENCY

BY: _____

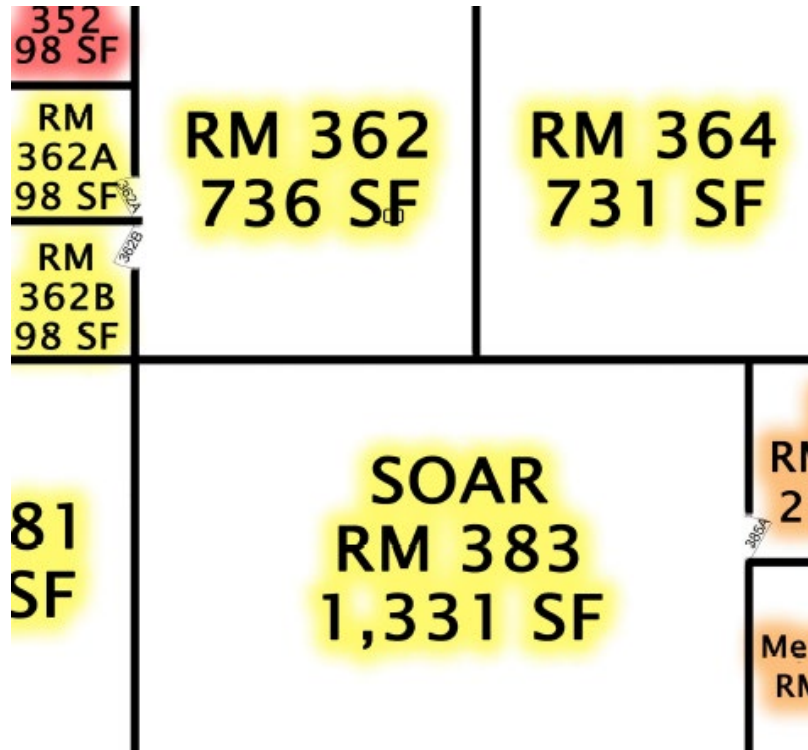
ATTESTED:

CITY OF FARMINGTON HILLS,
A Michigan municipal corporation

BY: _____
Carly Lindahl, City Clerk

BY: _____
Karen Mondora, City Manager

ATTACHMENT A
CONCESSION PREMISES



ATTACHMENT B

CONCESSION SERVICES

OLHSA will make available and provide early childcare education services to the public in the Concession Premises at the Hawk.

OLHSA will provide all of the following and be responsible for relative to the Concession Services:

- Movable projectors, laptops, and screens
- Furniture, tables, and chairs
- Equipment and supply needs for OLHSA offices
- Additional WiFi or internet, as needed
- Payment for signs in buildings and additional requests
- Office and room improvements, including painting
- Trash pick up, vacuum, and other clean up duties in the offices and classrooms using own equipment and cleaning supplies
- Additional phones, including wiring for such, in offices and classrooms
- Computers, phone line, and supply needs
- Adhere to all fire codes and room capacity requirements

The City shall provide OLHSA all of the following:

- One conference room space two times/year for hearing and vision testing
- Permit OLSHA to affix a plaque outside of rooms 362, 364 and 383 to acknowledge Head Start/Pre Head Start Program
- Vending or food/drink options (open hours vary)
- Restrooms near classroom spaces
- Wheelchairs in building
- Adequate parking
- ADA compliance
- Elevator
- Parking lot maintenance: space striping, pothole maintenance and snow/ice removal
- Eating/congregating areas
- Office/Teacher personnel key access to OLHSA offices and classrooms
- Payment of water and electric utilities, and normal dumpster expenses
- All expenses relating to security cameras
- Repairs and maintenance due to normal wear and tear
- Janitorial responsibility for all areas, except dedicated offices and classrooms
- Program location on wayfinding signs throughout The Hawk
- Additional spaces (rooms/theatre) may be reserved at the community rate

ATTACHMENT C
ANNUAL CONCESSION PAYMENT AMOUNTS

2026-27 – Initial Term Concession Payment = \$5,841.00/month

2026-27 (October 15, 2026 – October 14, 2027) Concession Payment = \$70,092.00

2026-2027 One-Time Concession Payment = \$30,000.00

2026-2027 (October 15, 2026 – October 14, 2027) One-Time Payment = \$30,000.00

Contract Extension-1-Year Term

2027-28 Concession Payment = \$5,841.00/month

2027-28 (October 15, 2027 – October 14, 2028) Annual Concession Payment = \$70,092.00

Contract Extension-1-Year Term

2028-29 Concession Payment = \$5,841.00/month

2028-29 (October 15, 2028 – October 14, 2029) Annual Concession Payment = \$70,092.00

Contract Extension-1-Year Term

2029-30 Concession Payment = \$5,841.00/month

2029-30 (October 15, 2029 – October 14, 2030) Annual Concession Payment = \$70,092.00

ATTACHMENT D
INSURANCE REQUIREMENTS

- (A) **Workers' Compensation Insurance** - OLHSA shall procure and maintain, during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- (B) **General Liability** - OLHSA shall procure and maintain, during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits no less than \$3,000,000.00 per occurrence and aggregate. Coverage shall include all of the following extensions (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included, with deletion of all Explosion, Collapse, and Underground (XCU) Exclusions (if applicable).
- (C) **Motor Vehicle Liability** - OLHSA shall procure & maintain, during the life of this Agreement, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- (D) **Umbrella Liability** - OLHSA shall procure and maintain, during the life of this Agreement, Umbrella Liability Insurance with limits of liability not less than \$1,000,000.00 per occurrence and aggregate.
- (E) **Additional Insured** - All insurance as described above shall include an endorsement stating the following shall be ADDITIONAL INSURED: The City of Farmington Hills, including all elected and appointed officials, all employees and volunteers of the City of Farmington Hills, all boards, commissions and/or authorities of the City of Farmington Hills, and their board members, employees and volunteers. It is understood and agreed by naming The City of Farmington Hills as additional insured, coverage afforded is considered primary and any other insurance City may have in effect shall be secondary and/or excess.
- (F) **Cancellation Notice** - All Insurance listed above shall be endorsed "Thirty days advanced written notice of cancellation, reduction or material change will be provided."
- (G) **Proof of Insurance Coverage** - An ACORD form outlining insurance coverage is required prior to the start of this Agreement. All documents will be forwarded to the City of Farmington Hills, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165

Nancy Moore

From: Willie Morgan <[REDACTED]>
Sent: Friday, August 28, 2026 4:34 PM
To: FOIA Request Clerk
Cc: FOIA Request PD
Subject: Michigan FOIA Administrative Appeal — CR No. 250021342 / Ref. No. 1049-F-26
Attachments: farmington-foia-doc p.1-7.pdf; FHPD-FOIA p.8.pdf

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

To Whom It May Concern:

Please find attached my formal written appeal, submitted pursuant to MCL 15.240, of the Farmington Hills Police Department's August 10, 2026 partial disclosure response (Reference No. 1049-F-26) to my Freedom of Information Act request regarding Case Report CR No. 250021342.

This appeal challenges the redactions made to the case report, the fee assessed in connection with that response, and additional undisclosed redactions identified in the body-worn camera footage, 911 call audio, and my own submitted video evidence. Full details, legal citations, and itemized redaction logs are contained in the attached appeal letter.

I am requesting written confirmation of receipt of this appeal, along with a tracking or reference number, at your earliest convenience. As set forth in the attached letter, I understand the City Council has ten (10) business days from receipt to respond under MCL 15.240(2).

Please do not hesitate to contact me by phone or email with any questions.

Thank you for your attention to this matter.

Respectfully,
Willie Morgan

[REDACTED]

FOIA COORDINATORS
CITY CLERK:
FOIA-CLERK@FHGOV.COM
248-871-2410; 248-871-2411 Fax

POLICE RECORDS:
FOIA-PD@FHGOV.COM
248.871-2720; 248.871-2721 Fax

FIRE RECORDS:
FOIA-FD@FHGOV.COM
248.871-2820; 248.871-2801 Fax

**CITY OF FARMINGTON HILLS
FREEDOM OF INFORMATION ACT
REQUEST FOR PUBLIC RECORDS**

APPLICANT NAME: Willie Morgan COMPANY: _____
ADDRESS: [REDACTED] CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]
PHONE: [REDACTED] FAX: _____ EMAIL: [REDACTED]

REQUESTED INFORMATION: (Please be as specific as possible and include names, property address and/or property ID number, dates, etc. where applicable)

I am requesting incident report # 25-21342 full document. Officer Umerlik was called to the Urgent Care June 11th 2025.
I request his BWC footage taken on that incident only for Willie Morgan call's. I would also like the emergency phone call recording. I Willie Morgan would also like the evidence I Willie Morgan submitted through Axon. The incident happened June 10th June 10th 2025. I am requesting all interactions and reports, BWC, and phone call relating to Willie Morgan from these dates.

I REQUEST THE RECORDS AS FOLLOWS:

☐ PAPER COPY ☒ ELECTRONIC COPY ☐ TO INSPECT THE RECORDS

FEES

PAPER COPIES:

8 1/2 " x 11" - Black and White	\$0.05 per page
8 1/2 " x 11" - Color Copies	\$0.10 per page
8 1/2 " x 14" - Black and White	\$0.05 per page
8 1/2 " x 14" - Color Copies	\$0.10 per page
Plan sheets exceeding 8 1/2" x 14"	\$0.25 per page

If it is determined that the volume of a set of plans is too large for the City to copy, these will be sent out and the requestor will be charged for the actual costs to prepare the document.

COPIES WILL BE DOUBLE-SIDED IF AVAILABLE AND COSTS LESS

NON-PAPER PHYSICAL MEDIA:

Computer Disc w/sleeve	\$0.54 each
DVD w/sleeve	\$0.56 each



FARMINGTON HILLS POLICE

DEPARTMENT OF POLICE
JOHN PIGGOTT, CHIEF

FREEDOM OF INFORMATION ACT RESPONSE

August 10, 2026

Reference Number: **1049-F-26**

Willie Morgan

Hello:

The City of Farmington Hills received your Freedom of Information Act (FOIA) request dated August 3, 2026. The following was requested from the Police Department:

See attached copy of original request.

Your request is **granted in part**:

The Police Department redacted portions of the records pursuant to:

MCL 15.243, Sec. 13.:

- (1) A public body may exempt from disclosure as a public record under this act any of the following:
 - (a) Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of an individual's privacy.
 - (b) Investigating records compiled for law enforcement purposes, but only to the extent that disclosure as a public record would do any of the following:
 - (iii) Constitute an unwarranted invasion of personal privacy.
 - (d) Records or information specifically described and exempted from disclosure by statute.

MCL 28.214, Sec. 4.:

- (3) A person shall not access, use, or disclose nonpublic information governed under this act for personal use or gain.
- (5) A person shall not disclose information governed under this act in a manner that is not authorized by law or rule.

You may obtain copies of those records by paying a fee of **\$31.16**.

Please see the enclosed invoice for fee details. **MCL 15.243 (1) & (3)**

Please note that the materials will be forwarded to you upon receipt of payment, or the fee can be paid, and available materials picked up at the Second Floor Records Division.

Department accepts cash, check, and credit cards (additional convenience fee applies for credit card payment). If paying by check, please make checks payable to 'City of Farmington Hills'.

Please mention the reference number at the top of the page when inquiring about this request.

If you have questions, contact the Records Section by phone at 248-871-2720 during our regular business hours of 8:30 a.m. to 4:30 p.m., Monday through Friday.

The City's protocol for responding to FOIA requests is set forth in the Public Summary and the City's Procedure and Guidelines available on its website at: <http://www.fhgov.com>. Additionally, paper copies of the aforementioned documents are available at the City's offices.

In the event you are not satisfied with this response, you have the right to submit a written appeal under MCL 15.240 to the City Council, via the Clerk's office, that specifically states the word "appeal" and identifies the reason or reasons for reversal of this denial.

In addition, you may also seek judicial review of this denial pursuant to MCL 15.240, including the right to receive attorney's fees and damages as provided in MCL 15.240 if, after judicial review, the circuit court determines that the public body has not complied with this section and orders disclosure of all or a portion of a public record.

Approved by:

A handwritten signature in blue ink that reads "Michelle McMahon". The signature is written in a cursive, flowing style.

F.O.I.A. Coordinator

FOIA Fee Itemization Form**(Effective July 1, 2015)**

Component	Cost Calculations	Total
1. Labor Costs – Search, Location, and Examination of Records*	Enter the hourly wage of lowest paid employee capable of performing the search, location and examination \$ <u>20.77</u> per hour Multiply the wage by the fringe benefit multiplier (maximum of 50% of the hourly wage); OR, if the requested information is available online and the requestor request the documents to be provided in another format, the fringe benefit multiplier may exceed 50% (not to exceed actual cost) 50 % Multiply the hourly wage times the fringe benefit multiplier \$ <u>20.77</u> x 1. <u>50</u> = \$ <u>31.16</u> If stipulated by the requestor, add the hourly overtime wage increment (but do not include in the calculation of fringe benefit costs) \$ <u>-</u> + <u>-</u> = \$ <u>-</u> Divide the resulting hourly wage by four (4) to determine the charge per fifteen (15) minute increment \$ <u>31.16</u> / 4 = \$ <u>7.790</u>	
	Number of 15 minute increments (partial time increments must be rounded down) multiplied by the permitted rate 1 x \$ <u>7.790</u> = \$ <u>7.79</u>	\$ <u>7.79</u>
2. Employee Labor Costs – Redaction*	If performed by the public body's employee: Enter the hourly wage of lowest paid employee capable of performing the redaction \$ <u>20.77</u> per hour Multiply the wage by the fringe benefit multiplier (maximum of 50% of the hourly wage); OR, if the requested information is available online and the requestor request the documents to be provided in another format, the fringe benefit multiplier may exceed 50% (not to exceed actual cost) 50 % Multiply the hourly wage times the fringe benefit multiplier	

	$\underline{\$ 20.77} \times 1.50 = \underline{\$ 31.16}$ If stipulated by the requestor, add the hourly overtime wage increment (but do not include in the calculation of fringe benefit costs) $\underline{\$ \quad} + \underline{\quad} = \underline{\$ \quad}$ Divide the resulting hourly wage by four (4) to determine the charge per fifteen (15) minute increment $\underline{\$ 31.16} / 4 = \underline{\$ 7.79}$	
	Number of 15 minute increments (partial time increments must be rounded down) multiplied by the permitted rate $\underline{3} \times \underline{\$ 7.79} = \underline{\$ 23.37}$	<u>\$ 23.37</u>
2. Contracted Labor Costs – Redaction*	If performed by Contracted Labor (Only permitted if the public body does not employ a person capable of redacting the records as determined by the FOIA Coordinator): Name of person or firm contracted: _____ Enter the hourly rate charged by the contractor (may not exceed six (6) times the State minimum wage (i.e. \$8.15x6=\$48.90) \$ _____ per hour Divide the hourly rate by four (4) to determine the charge per fifteen (15) minute increment \$ _____ / 4 = \$ _____	
	Number of 15 minute increments (partial time increments must be rounded down) multiplied by the permitted rate $\underline{\quad} \times \underline{\$ \quad} = \underline{\$ 0.00}$	<u>\$ 0.00</u>
3. Non-Paper Physical Media	Actual and most reasonably economical cost of: Flash Drives \$ _____ x number used _____ = \$ _____ Computer Discs \$ 0.56 x number used _____ = \$ _____ Other Media \$ 0.54 x number used _____ = \$ _____	<u>\$ 0.00</u>
4. Paper Copies	Actual total incremental cost of duplication (not including labor) up to a <u>maximum of 10 cents per page</u>: Letter paper (8 1/2" x 11") number of sheets _____ x \$0.05 = \$ _____	

	Legal paper (8 1/2" x 14") number of sheets ____ x \$0.05 = \$ ____ Actual cost of other types of paper: Type of Paper: _____ number of sheets ____ x \$ ____ = \$ ____ Type of Paper: _____ number of sheets ____ x \$ ____ = \$ ____ (NOTE: Must print double-sided if available and costs less.)	\$ ____
5. Labor Cost – Duplication Copying, and transferring records to non-paper physical media	Enter the hourly wage of lowest paid employee capable of performing the duplication, copying, or transferring digital records to non-paper physical media \$ ____ per hour Multiply the wage by the fringe benefit multiplier (maximum of 50% of the hourly wage); OR, if the requested information is available online and the requestor request the documents to be provided in another format, the fringe benefit multiplier may exceed 50% (not to exceed actual cost) 0 ____ % Multiply the hourly wage times the fringe benefit multiplier \$ ____ x 1.50 = \$ ____ If stipulated by the requestor, add the hourly overtime wage increment (but do not include in the calculation of fringe benefit costs) \$ ____ + ____ = \$ ____ Divide the resulting hourly wage by 4 to determine the charge per fifteen (15) minute increment \$ ____ / 4 = \$ ____ (NOTE: May use any time increment for this category)	
	Number of 15minute increments (partial time increments must be rounded down) multiplied by the permitted rate x \$ ____ = \$ 0.00	\$ 0.00
6. Mailing	Actual cost of mailing records in a reasonable and economical manner: Cost of mailing: \$ ____ Cost of least expensive form of postal delivery confirmation: \$ ____ Cost of expedited shipping or insurance only if specifically stipulated by the requestor:	

	\$ _____	\$ <u>0.00</u>
	Subtotal	\$ <u>31.16</u>
Waivers and Reductions	Subtract any Fee Waiver or Reduction: \$20.00 for indigency or nonprofit organization as further described in the Public Body's procedures and guidelines. Any amount determined by the Public Body due to the search and furnishing of the Public Record determined to be in the public interest. \$ _____ The reduction amount due to the late response of the Public Body. 5% of fee x _____ days late = _____ % reduction (maximum reduction is 50%)	-\$ <u>0.00</u>
Deposit	Subtract any good-faith deposit received: \$ <u>0.00</u>	-\$ <u>0.00</u>
	Total Due	\$ <u>31.16</u>

*Note: Labor costs for search, location, examination and redaction (categories 1 and 2 on the itemization form) may not be charged unless the failure to charge a fee would result in unreasonably high costs to the public body because of the nature of the request in the particular instance, and the public body specifically identifies the nature of these unreasonably high costs.

The Court of Appeals has interpreted this provision to require that the determination be made relative to the usual or typical costs incurred by the public body in responding to FOIA requests. The key factor in determining whether the costs are "unreasonably high" is the extent to which the particular request differs from the usual request. *Bloch v Davison Cmty Schools*, (Mich.App. Apr. 26, 2011), 2011 WL 1564645.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 10/12/2026

DEPT: Public Services

RE: Approval of a Resolution supporting the Transportation Alternative Program (TAP) Grant Application Submission for the "9 Line" Non-Motorized Path along 9 Mile Road from I-275 to Farmington Road

ADMINISTRATIVE SUMMARY

- The City of Farmington Hills is proposing a non-motorized shared-use pathway along Nine Mile Road between the I-275 Metro Trail and Farmington Road. The proposed pathway will fill an important gap in the larger, 30-mile regional network connecting ten communities from South Lyon to Hazel Park. This trail is referred to as the "9 Line".
- Improvements to the proposed pathway segment will include the installation of a 10-foot-wide asphalt non-motorized shared-use path, with 2-ft shoulders, for approximately three miles. The pathway will be located on the north side of the road between the I-275 Trail and Halsted Road, the south side of the road between Halsted Road and Drake Road, and the north side of the road between Drake Road and Farmington Road.
- This segment will further the City's Complete Streets efforts by improving connectivity, accessibility, and nonmotorized transportation options along a prominent corridor.
- A TAP Grant application is looking to be submitted for the pathway. A resolution must be approved by the City Council for the Grant Application.
- The preliminary estimated construction cost is \$4,533,400 that includes 70% federal funding and 30% local match. The Federal grant amount would be approximately \$3,166,400. The City's match amounts to approximately \$1,357,000.
- MDOT, City of Farmington, City of Novi, and City of Southfield have all provided a letter of support for the proposed project, indicating a shared interest in collaboration and implementation.
- The probable schedule of the project would look as follows:
 - Design Phase Start: March 2027



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

- Scheduled Bid Letting Date: January 2029
- Construction Start: March 2029
- Construction Completion: November 2029

RECOMMENDATION

- IT IS RECOMMENDED that the City of Farmington Hills City Council adopt the attached resolution for the application of a TAP Grant for the section of the "9 Line" from I-275 to Farmington Road and authorize the Director of Public Services as the designated representative of the City to apply and carry out all duties to administer the grant, if awarded.

###

Prepared by:	Mike Freckelton, PE, Civil Engineer III
Reviewed by:	Mark Saksewski, P.E., City Engineer
Department Authorization:	Jacob Rushlow, P.E., Director of Public Services
Approved by:	Karen Mondora, P.E., Acting City Manager

CITY OF FARMINGTON HILLS
RESOLUTION OF SUPPORT

WHEREAS, the Michigan Transportation Alternatives Program (TAP) has grant funds available for construction costs for projects improving pedestrian and bicycle facilities in public rights-of- way; and

WHEREAS, the City of Farmington Hills participated with its neighboring communities on the Nine Mile Corridor Urban Trail Feasibility Study which identified this shared-use pathway as a priority project; and

WHEREAS, the City of Farmington Hills 2024 “The Next 50” Master Plan states that any priorities identified by the Feasibility Study should be pursued by the City;

WHEREAS, the City of Farmington Hills intends to apply for a TAP grant through MDOT to construct a shared use pathway along 9 Mile Road, between Farmington Road and the I-275 Metro Trail; and

WHEREAS, the City of Farmington Hills application will include a request for TAP grant funding in the amount of \$3,166,380.87 or 70% of the construction costs for the shared-use pathway; and

WHEREAS, the City of Farmington Hills is committing local match for construction of 30% or \$1,357,020.38; and

WHEREAS, the City of Farmington Hills commits to being responsible for engineering, permitting, administration, potential cost overruns, and any non-participating items; and

WHEREAS, the City of Farmington Hills commits to own and maintain the newly constructed shared-use pathway in perpetuity; and

NOW, THEREFORE, BE IT RESOLVED: That your Honorable Body authorizes the Director of Public Services as the designated representative of the City to apply for the TAP grant application and carry out all duties to administer the grant, if awarded.

Motion by _____

AYES: _____

NAYS: _____

ABSENT: _____

The motion passed unanimously,

I, _____, the duly elected and qualified City Clerk of the City of Farmington Hills, County of Oakland, State of Michigan, do hereby certify that the foregoing resolution was adopted by the Farmington Hills City Council at their Regular Council Meeting held on _____, 31555 W. 11 Mile Road, Farmington Hills, Michigan.

Dated:

Carly Lindahl, City Clerk



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 10/12/26

DEPT: Public Services

RE: Approval of the Agreement with the Michigan Department of Transportation (MDOT) for the Congestion Mitigation and Air Quality (CMAQ) Grant Program.

ADMINISTRATIVE SUMMARY

- The City was awarded funding through MDOT's CMAQ Grant Program in July 2026 to optimize approximately 58 signalized intersections along 11 corridors. The study area includes all signalized intersections north of 11 Mile Road and bounded by Haggerty Road, 14 Mile Road, and Inkster Road.
- The project costs are estimated to be approximately \$348,000 with \$278,400 met in part by contributions from the Federal Government and \$69,600 being the local city shared amount.
- OHM Advisors in partnership with Connected Traffic Intelligence (CTI) will provide professional engineering services for optimizing the signals. OHM and CTI will provide modern analytics using connected-vehicle trajectory data and generate data-driven timing recommendations. A final project report summarizing the project methodology, outcomes, and before-and-after results will be provided.
- The City has the support from the Road Commission for Oakland County (RCOC) to improve safety and mobility across the northern half of its road network. This project compliments the signal timing efforts from RCOC on their corridors to reduce congestion and delay. RCOC will provide existing signal timing permits and install the updated timings based on OHM's recommendations.
- The signal optimization is scheduled to start in early 2027.
- The Engineering Department has reviewed the standard language of the MDOT contract and recommends the City enter into the agreement (see attached).
- To move forward with this grant, MDOT requires a certified resolution approved by council that includes our contract number (26-5317) and name of officials authorized to sign the contract.

RECOMMENDATION

IT IS RESOLVED, that the City Council of Farmington Hills authorizes the Acting City Manager and City Clerk to develop a certified resolution and sign and enter into the Cost Participation Agreement (26-5317) with MDOT as part of the CMAQ Grant Program.

#

Prepared by:	Nicholas Nicita, PE, PTOE, Traffic Engineer
Reviewed by:	Mark Saksewski, PE, City Engineer
Department Authorization:	Jacob Rushlow, PE, Director
Approved by:	Karen Mondora, PE, Acting City Manager

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

CM	DA
EARLY PRELIMINARY ENGINEERING	Control Section
MODIFIED PART II	Job Number
	Project
	CFDA No.
	Contract Number
	CM 63000
	215253EPE
	26A0794
	20.205 (Highway
	Research Planning &
	Construction)
	26-5317

PART 1

THIS CONTRACT, consisting of PART 1 and PART II (Modified 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 performance by the REQUESTING PARTY of early preliminary engineering, consisting of the preparation of timing permits, as well as the surveys and models, necessary for the construction of the following improvements in Farmington Hills, Michigan, which preliminary engineering is hereinafter referred to as the "PROJECT":

The performance of early preliminary engineering for signal optimization along 11 corridors consisting of 58 intersections citywide; 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 1 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):

CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM

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 approve of and shall undertake and complete the PROJECT in accordance with the terms of this contract.

Pursuant to Title 2 of the Code of Federal Regulations Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "1", dated July 20, 2026, and made a part of this document.

2. The term "PROJECT COST", as herein used, is hereby defined as all the costs necessary for the performance of the PROJECT work, including the costs of design, design surveys, final construction plans and specifications, and any costs incurred by the DEPARTMENT as a result of this contract.

3. The REQUESTING PARTY will perform or cause to be performed all the PROJECT work. A separate work authorization will be issued to the REQUESTING PARTY by the DEPARTMENT for the commencement of the PROJECT work. The method of performing the work will be indicated on the work authorization.

4. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Congestion Mitigation and Air Quality Improvement Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$278,400 or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time the work authorization is issued by the DEPARTMENT to the REQUESTING PARTY. The PROJECT COST and the cost participation are estimated to be as follows:

ESTIMATED COST	\$348,000
FEDERAL AID	\$278,400
REQUESTING PARTY'S SHARE	\$69,600

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

5. The construction of the improvements for which the PROJECT work is being performed and the construction engineering work related thereto will be covered by a separate contract.

6. A working capital deposit is not required for the PROJECT.

7. The contracting parties do hereby agree to be bound by all of the provisions and conditions set forth in PART II hereof which are applicable to the PROJECT.

In the event of any inconsistency between PART 1 and PART II of this contract, the provisions of PART 1 shall prevail.

8. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the FHWA.

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 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 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 is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT 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 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.

9. 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, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

10. 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.

11. 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 resolution 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

By
Title

By
Title

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By
for Department Director MDOT



EXHIBIT 1

July 20, 2026

Notification of Required Federal Program Information to
Subrecipients for Federal Funding

Does this project receive Federal funds? YES

Subrecipient's Name: City of Farmington Hills

Subrecipient's Unique
Entity Identifier Number (UEI): YKBNL46JDTV3

Federal Grant/Project
Number(s): 26A0794

MDOT Project Number: 215253EPE

Project Description: The performance of early preliminary engineering for signal optimization along 11 corridors consisting of 58 intersections citywide; and all together with necessary related work.

CFDA Number, Federal Agency, Program Title: CFDA 20.205
Highway Research Planning &
Construction

Federal Award Identification Number(s) (FAIN): 693JJ22630000Y400MI26A0794

Federal Award Date: July 14, 2026

Period of Performance Start Date: July 14, 2026

Period of Performance End Date: September 30, 2027

Amount of Federal Funds obligated by this action: \$278,400

Total amount of Federal Funds obligated: \$278,400

Total amount of the Federal award: \$348,000

Budget Approved Cost sharing or matching, where applicable:

Federal Participation: \$278,400

Local Participation: \$69,600

Name of Federal awarding agency and contact information for awarding official:

Director Bradley C. Wieferich, P.E.
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909

Is this a Research and Development award: NO

Indirect cost rate for the Federal award (if applicable): Not Applicable

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed 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 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.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties 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. 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.
- C. 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.

- D. 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.
- E. 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.

- F. 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.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. 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.
- J. 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.
- K. 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 canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. 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 FAPG 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. General Conditions:

1. 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.
2. 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.

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. 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.
- B. 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 acquisition.
- C. 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.
- D. 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

DATE: 10/8/2026

DEPT: Finance

RE: The City's Quarterly Investment Report as of June 30, 2026

ADMINISTRATIVE SUMMARY

Attached you will find the City's Quarterly Investment Report (exclusive of the investments of the Pension Trust Funds) as of June 30, 2026.

In comparison to the quarter ended March 31, 2026, the City's total investment/bank balance is \$161.9 million, an decrease of \$7.4 million or 4.4%, which reflects the typical ramping up of capital projects in the Spring and early Summer.

In comparison to the same quarter a year ago, i.e., the quarter ended June 30, 2025, the City's total investment/bank balance has increased by \$4.3 million or 2.6%, which reflects a negative cash flow that is close to the net of FY 2025-26 year-end performance, which is projected to utilize a little less than \$2 million of the General Fund balance.

The City's average Rate of Return (R.O.R.) on investments was 3.67% compared to 3.91% the previous quarter. The City's R.O.R. was above the benchmark Fed Funds Rate slightly, by 0.03%, which is the first time since the 3rd Quarter of 2023 (March 31, 2023) that the City's cash portfolio outperformed the benchmark Fed Funds Rate.

The Treasurer's Office has instituted \$100 million of slightly longer-term investments (with an average maturity of over 300 days) to lock-in historically high interest rates, though the Federal Reserve has both lowered the Federal Fund Rate over the past two years.

We will continue to work within the primary objectives of the City's Investment Policy, which, in priority order, are; safety, diversification, liquidity and return on investment, as highlighted below:

1. Safety of principal is the primary objective of the City of Farmington Hills investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of principal in the overall portfolio. The objective will be to mitigate risk through the utilization of FDIC insured and collateralized investments;
2. The investments shall be diversified by type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio. The City has investments in certificate of deposits, CDARS, cash equivalents, mutual funds, checking accounts, savings accounts, money market accounts, and U.S. instruments, diversified between financial institutions as indicated in this report;



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

3. The investment portfolio shall remain sufficiently liquid to enable the City to meet all operating requirements which may be reasonably anticipated, by the use of cash flow forecasting models; and
4. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of the portfolio. At minimum, the City's average rate of return on investments should earn more than the 3-month Treasury Bill Rate and Fed Funds Rate.

City of Farmington Hills Quarterly Investment Report As of June 30, 2026								
				\$161,888,088			3.67%	
Financial Institution	Fund	Account Type	Investment	Bank Total	Date of Maturity	Current % Interest Rate	Average R.O.R.	Percentage of Portfolio
Comerica Bank	All funds	*CK	30,664		Immediate	0.18%	0.0000%	
Comerica Bank	All Funds-J-Fund	MF	5,701,112	5,731,777	Immediate	3.46%	0.1218%	3.54%
Community Unity	All Funds		270,452	270,452	6/30/2026	3.60%	0.0060%	0.17%
Michigan Class	All Funds	MMIP	22,160,610	22,160,610	Immediate	3.74%	0.5123%	13.69%
Oakland County Investment Pool	All Funds	LGIP	12,260,222	12,260,222	Immediate	4.10%	0.3108%	7.57%
PNC Bank	All Funds	*CK	8,492,214	8,492,214	Immediate	1.87%	0.0981%	5.25%
Robinson Capital	All Funds	MUNI	112,972,813	112,972,813	Varies	3.75%	2.6169%	69.78%
Total				161,888,088			3.6660%	100.00%
1-Year Treasury Bill Rate-trailing six months							3.67%	
3-Month Treasury Bill Rate-trailing six months							3.69%	
Quarterly Fed Funds Rate-trailing six months							3.64%	
City's Avg. R.O.R. over/(under) the 1-year T-Bill Rate							-0.01%	
City's Avg. R.O.R. over/(under) the 3-month T-Bill Rate							-0.02%	
City's Avg. R.O.R. over/(under) the Fed Funds Rate							0.03%	
Type Codes								
CD - Certificate of Deposit		MF - Mutual Fund			MUNI - Municipal Bonds			
CE - Cash Equivalent		MM - Money Market Account						
CK - Regular Checking		***MMIP - Money Market Investment Pool						
CP - Commercial Paper		SV - Savings Account						
IBC- Interest bearing checking		USI - United States Instrumentality						
LGIP - Local Government Investment Pool		UST - United States Treasury						
*CK = Earnings Credit applied to Bank Service Fees.								
**CK = Non-interest bearing account.								
***Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is rated 'AAAm' by Standard & Poor's. The rating signifies extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit, market, and/or liquidity risks. This is accomplished through conservative investment practices and strict internal controls. Standard & Poor's monitors the portfolio on a weekly basis. The Pool invests in US Treasury obligations, federal agency obligations of the U.S. government, high grade commercial paper (A-1 or better), collateralized bank deposits, repurchase agreements (collateralized at 102% by Treasuries and agencies) and approved money market funds. The credit quality of the Pool is excellent with greater than 50% of the securities invested in A-1+ securities and the remainder in A-1 paper. The portfolio's weighted average maturity is kept under 60 days, which further helps to enhance liquidity and limits market price exposure. Portfolio securities are priced to market on a weekly basis.								
			Previous 1/4	\$169,320,840			104.6%	
			\$ Change	(\$7,432,753)				
			% Change	-4.39%				
			Previous Year	\$166,194,019			102.7%	
			\$ Change	(\$4,305,931)				
			% Change	-2.59%				

Please let me know if you have any questions.

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Prepared by:

Shontae Stringfellow, Deputy Treasurer



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

Department Approval:

Thomas C. Skrobola, Finance Director/Treasurer

Executive Approval:

Karen Monora, Acting City Manager



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 10/07/2026

DEPT: Finance

RE: FY 2025/26 Fourth Quarter Financial Summary Report - Preliminary Year-End 6/30/2026

ADMINISTRATIVE SUMMARY

Enclosed you will find the Preliminary Year-End 6/30/2026 Fourth Quarter Summary Financial Report of the General Fund, Major Road Fund, Local Road Fund and Capital Improvement Fund. The figures are based on the Trial Balance for the year ending June 30, 2026, which the Finance Department prepared for the review of our external Auditors. The numbers are subject to change, based on year-end procedures, new information, and auditor journal entries that may be required.

General Fund

Revenue/Transfers-in:

Total annual revenue and transfers-in are projected to be \$82.9 million, which is \$0.99 million less than the amount projected in the FY 2025-26 Amended Budget, due in part to less than anticipated revenues in the following areas:

- Fees (\$0.56 million), due to decreases in In House Engineering (due to lower-than-anticipated internal engineering cross-charges on road projects),
- Special Services User Charges (\$0.33 million), due to the lower-than-estimated collection of Parks and Recreation utilization and fees,

Expenditures/Transfers-out:

Total annual expenditures and transfers-out are projected to be \$84.7 million, which is \$0.76 million lower than the amount indicated in the FY 2025-26 Amended Budget, due primarily to roughly \$500 thousand of software renewal charges that were expensed from the CIP Fund, \$100 thousand of insurance rebates, due to positive claims experience, and \$100 thousand of unspent allowances for Public Art.

Fund Balance:

Total Fund Balance is projected to be roughly \$49.0 million at June 30, 2026, representing 57.9% of projected Total Expenditures at June 30, 2026. The City Council Committed \$14.0 million of Fund Balance, as of June 30, 2026, for the New Activity Center Project, which is in addition to the figure above.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

Major Road Fund

Revenue/Transfers-in:

Total annual revenue and transfers-in are projected to be \$16.4 million, which is \$0.4 million less than the amount projected in the FY 2025-26 Amended Budget, due to lower than anticipated state Gas and Weight collections and distributions and lower than anticipated interest earnings.

Expenditures/Transfers-out:

Total annual expenditures and transfers-out are projected to be \$21.8 million, which is \$4.4 million less than the amount projected in the FY 2025-26 Amended Budget, due to the timing of capital project and major maintenance expenditures, which were started in FY 25-26 and will carry over into FY 26-27.

Fund Balance:

The projected Fund Balance of \$13.5 million is 61.6% of projected Total Expenditures at June 30, 2026.

Local Road Fund

Revenue/Transfers-in:

Total annual revenue and transfers-in are projected to be \$27.7 million, which is \$0.7 million more than the amount projected in the FY 2025-26 Amended Budget, due to slightly higher than anticipated Gas and Weight Tax distributions from the State of Michigan.

Expenditures/Transfers-out:

Total annual expenditures and transfers-out are projected to be \$17.9 million, which is \$720.7 million less than the amount projected in the FY 2025-26 Amended Budget, due primarily to the timing of capital project expenditures, which were started in FY 25-26 and will carry over into FY 26-27.

Fund Balance:

The projected Fund Balance of \$21.7 million is 121.3% of projected Total Expenditures at June 30, 2026.

Capital Improvement Fund

Revenue/Transfers-in:

Total annual revenue and transfers-in are projected to be \$13.2 million, which is \$0.3 million less than the amount projected in the FY 2025-26 Amended Budget, due to the budgeting of the full \$3.1 million of Grant revenue for the Fire Emergency Operations Command Project.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

Expenditures/Transfers-out:

Total annual expenditures and transfers-out are projected to be \$11.7 million, which is \$11.5 million lower than the amount projected in the Adopted FY 2025-26 Budget, due primarily to changes in the timing of capital project expenditures, which were started in FY 25-26 and will carry over into FY 26-27.

Fund Balance:

The Projected Fund Balance of \$14.9 million is 128.0% of projected Total Expenditures at June 30, 2026.

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Prepared by: Brant Klassen, Accounting Specialist

Department Approval: Thomas C. Skrobola, Finance Director/Treasurer

Executive Approval: Karen Mondora, City Manager

GENERAL FUND SUMMARY

	2025/26 Amended Budget	2025/26 Year-To-Date (includes encumbrances)	2025/26 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<u>Fund Balance, July 1</u>					
Unassigned	64,749,119	64,749,119	64,749,119		
Nonspendable + Restricted + Assigned	0	0	0		
Total Fund Balance (actual)	64,749,119	64,749,119	64,749,119		
<u>Revenue</u>					
Property Taxes	42,207,301	41,961,052	41,961,052	(246,249)	-0.58%
Business Licenses & Permits	21,854	25,443	25,443	3,589	16.42%
Other Licenses & Permits	1,814,192	1,804,666	1,804,666	(9,526)	-0.53%
Grants	618,849	875,284	875,284	256,435	41.44%
State Shared Revenues	10,434,233	10,271,330	10,271,330	(162,903)	-1.56%
Fees	9,070,211	8,505,245	8,505,245	(564,966)	-6.23%
Sales	504,204	497,584	497,584	(6,620)	-1.31%
Fines & Forfeitures	2,091,071	2,204,455	2,204,455	113,384	5.42%
Interest Earnings	3,097,105	2,879,674	2,879,674	(217,431)	-7.02%
Recreation User Charges	10,202,210	9,867,319	9,867,319	(334,891)	-3.28%
Other Revenue	2,581,967	2,754,463	2,754,463	172,496	6.68%
Total Revenue	82,643,197	81,646,516	81,646,516	(996,681)	-1.21%
<u>Expenditures</u>					
City Council	206,605	173,938	173,938	(32,667)	-15.81%
Planning Commission	100,000	116,890	116,890	16,890	16.89%
Boards and Commissions	3,612,553	3,636,044	3,636,044	23,491	0.65%
City Administration	782,570	886,202	886,202	103,632	13.24%
DEI & Employee Development	0	1,557	1,557	1,557	0.00%
Economic Development	219,517	176,391	176,391	(43,126)	-19.65%
Public Information	1,036,564	1,022,574	1,022,574	(13,990)	-1.35%
Finance	346,885	422,420	422,420	75,535	21.78%
Accounting	677,573	629,900	629,900	(47,673)	-7.04%
Assessing	916,754	946,695	946,695	29,941	3.27%
Treasury	490,514	516,050	516,050	25,536	5.21%
Corporation Counsel	867,400	778,827	778,827	(88,573)	-10.21%
City Clerk	926,602	851,694	851,694	(74,908)	-8.08%
Human Resources	1,045,909	853,786	853,786	(192,123)	-18.37%
Central Services	1,571,267	1,504,820	1,504,820	(66,447)	-4.23%
Support Services	3,494,913	2,697,112	2,697,112	(797,801)	-22.83%
Post-Employment Benefits	4,454,988	4,375,594	4,375,594	(79,394)	-1.78%
Police Department	21,288,758	20,738,566	20,738,566	(550,192)	-2.58%
Fire Department	9,213,266	10,234,860	10,234,860	1,021,594	11.09%
Public Services Administration	663,285	472,909	472,909	(190,376)	-28.70%
Road Maintenance (Net)	346,882	610,287	610,287	263,405	75.93%
Planning & Community Development	2,181,697	2,061,504	2,061,504	(120,193)	-5.51%
Building Maintenance	579,534	585,564	585,564	6,030	1.04%
Engineering	1,716,281	1,286,446	1,286,446	(429,835)	-25.04%
DPW Maintenance Facility	1,415,689	1,607,757	1,607,757	192,068	13.57%
Waste Removal	4,573,095	4,518,576	4,518,576	(54,519)	-1.19%
Special Services Administration	5,406,582	5,653,769	5,653,769	247,187	4.57%
Youth Services	0	0	0	-	0.00%
Senior Services	1,129,195	1,102,641	1,102,641	(26,554)	-2.35%
Parks Maintenance	2,088,922	2,095,634	2,095,634	6,712	0.32%
Cultural Arts	1,468,158	1,357,497	1,357,497	(110,661)	-7.54%
Golf Course	1,036,428	1,112,046	1,112,046	75,618	7.30%
Recreation Programs	3,103,021	3,205,236	3,205,236	102,215	3.29%
Ice Arena	1,174,961	1,140,433	1,140,433	(34,528)	-2.94%
Total Expenditures	78,136,368	77,374,218	77,374,218	(762,150)	-0.98%
Excess of Revenue Over (Under) Expenditures	4,506,829	4,272,297	4,272,297	(234,532)	-5.20%
<u>Other Financing Sources (Uses)</u>					
Operating Transfers In	1,316,850	1,316,852	1,316,852	2	0.00%
Operating Transfers Out	(7,332,833)	(7,332,833)	(7,332,833)	-	0.00%
Total Other Financing Sources (Uses)	(6,015,983)	(6,015,981)	(6,015,981)	2	0.00%
Excess of Revenue and Other Financing	(1,509,154)	(1,743,684)	(1,743,684)	(234,530)	15.54%
<u>Fund Balance, June 30</u>					
Unassigned	63,239,965		49,005,436		
Nonspendable + Restricted + Assigned	0		14,000,000		
Total Fund Balance, June 30	63,239,965		63,005,436	(234,530)	
Unassigned Fund Balance - Percent of Expendit	74.0%		57.9%		
Unassigned Fund Balance	63,239,965		49,005,436		
Revenue + Transfers-in	83,960,047		82,963,368	(996,679)	-1.19%
Expenditures + Transfers-out	85,469,201		84,707,051	(762,150)	-0.89%

FY 2025-26 4th Quarter Financial Report (Pre-Audit)

MAJOR ROADS FUND SUMMARY

	2025/26 Amended Budget	2025/26 Year-To-Date (includes encumbrances)	2025/26 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<u>Fund Balance, July 1</u>					
Nonspendable + Restricted + Assigned Unassigned	18,861,544	18,861,544	18,861,544		
Total Fund Balance (actual)	18,861,544	18,861,544	18,861,544		
<u>Revenue</u>					
Intergovernmental Revenues					
Gas & Weight Tax (Act 51)	9,681,588	9,366,926	9,366,926	(314,662)	-3.25%
Federal/State Grants	0	0	0	-	0.00%
Total Intergovernmental Revenues	9,681,588	9,366,926	9,366,926	(314,662)	-3.25%
Other Revenues					
Miscellaneous	0	0	0	-	0.00%
Interest Earnings	697,829	594,958	594,958	(102,871)	-14.74%
Total Other Revenues	697,829	594,958	594,958	(102,871)	-14.74%
Total Revenue	10,379,417	9,961,884	9,961,884	(417,533)	-4.02%
<u>Expenditures</u>					
Construction	12,832,000	8,235,987	8,235,987	(4,596,013)	-35.82%
Routine Maintenance	3,112,038	2,964,978	2,964,978	(147,060)	-4.73%
Traffic Services - Maintenance	721,112	602,121	602,121	(118,991)	-16.50%
Winter Maintenance	824,143	1,254,394	1,254,394	430,251	52.21%
Administration, Records & Engineering	69,000	22,123	22,123	(46,877)	-67.94%
Total Expenditures	17,558,293	13,079,603	13,079,603	(4,478,690)	-25.51%
Excess of Revenue Over (Under) Expenditures	(7,178,876)	(3,117,720)	(3,117,720)	4,061,156	-56.57%
<u>Other Financing Sources (Uses)</u>					
Bond Proceeds	0	0	0	-	0.00%
Operating Transfers In	6,450,000	6,460,992	6,460,992	10,992	0.17%
Operating Transfers Out	(8,750,000)	(8,750,000)	(8,750,000)	0	0.00%
Total Other Financing Sources (Uses)	(2,300,000)	(2,289,008)	(2,289,008)	10,992	-0.48%
Excess of Revenue and Other Financing	(9,478,876)	(5,406,727)	(5,406,727)	4,072,149	-42.96%
<u>Fund Balance, June 30</u>					
Nonspendable + Restricted + Assigned	9,382,668		13,454,817		
Total Fund Balance, June 30	9,382,668		13,454,817		
Total Fund Balance - Percent of Expenditures	35.7%		61.6%		
Revenue + Transfers-in	16,829,417		16,422,876	(406,541)	-2.42%
Expenditures + Transfers-out	26,308,293		21,829,603	(4,478,690)	-17.02%

FY 2025-26 4th Quarter Financial Report (Pre-Audit)

LOCAL ROADS FUND SUMMARY

	2025/26 Amended Budget	2025/26 Year-To-Date (includes encumbrances)	2025/26 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<u>Fund Balance, July 1</u>					
Nonspendable + Restricted + Assigned Unassigned	11,846,278	11,846,278	11,846,278		
Total Fund Balance (actual)	11,846,278	11,846,278	11,846,278		
<u>Revenue</u>					
Intergovernmental Revenues					
Gas & Weight Tax (Act 51)	2,416,516	3,126,049	3,126,049	709,533	29.36%
Federal/State Grants	0	0	0	-	0.00%
Total Intergovernmental Revenues	2,416,516	3,126,049	3,126,049	709,533	29.36%
Other Revenues					
Miscellaneous					
Interest Earnings	519,843	507,450	507,450	(12,393)	-2.38%
Total Other Revenues	519,843	507,450	507,450	(12,393)	-2.38%
Total Revenue	2,936,359	3,633,499	3,633,499	697,140	23.74%
<u>Expenditures</u>					
Construction	33,342,000	12,942,212	12,942,212	(20,399,788)	-61.18%
Routine Maintenance	4,175,213	3,620,440	3,620,440	(554,773)	-13.29%
Traffic Services - Maintenance	31,857	20,471	20,471	(11,386)	-35.74%
Winter Maintenance	161,579	445,931	445,931	284,352	175.98%
Administration, Records & Engineering	867,488	835,701	835,701	(31,787)	-3.66%
Total Expenditures	38,578,137	17,864,755	17,864,755	(20,713,382)	-53.69%
Excess of Revenue Over (Under) Expenditures	(35,641,778)	(14,231,256)	(14,231,256)	21,410,522	-60.07%
<u>Other Financing Sources (Uses)</u>					
Bond Proceeds	0	0	0	-	0.00%
Operating Transfers In	24,050,000	24,050,000	24,050,000	-	0.00%
Operating Transfers Out	0	0	0	-	0.00%
Total Other Financing Sources (Uses)	24,050,000	24,050,000	24,050,000	0	0.00%
Excess of Revenue and Other Financing	(11,591,778)		9,818,744	21,410,522	-184.70%
<u>Fund Balance, June 30</u>					
Nonspendable + Restricted + Assigned	254,500		21,665,022		
Total Fund Balance, June 30	254,500		21,665,022		
Total Fund Balance - Percent Of Expenditures	0.7%		121.3%		
Revenue + Transfers-in	26,986,359		27,683,499	697,140	2.58%
Expenditures + Transfers-out	38,578,137		17,864,755	(20,713,382)	-53.69%

FY 2025-26 4th Quarter Financial Report (Pre-Audit)

CAPITAL IMPROVEMENT FUND SUMMARY

	2025/26 Amended Budget	2025/26 Year-To-Date (includes encumbrances)	2025/26 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<u>Fund Balance, July 1</u>					
Nonspendable + Restricted + Assigned Unassigned	13,560,239	13,560,239	13,560,239		
Total Fund Balance (actual)	13,560,239	13,560,239	13,560,239		
<u>Revenue</u>					
Grants	2,570,933	2,161,137	2,161,137	(409,796)	-
Miscellaneous	0	5,044	5,044	5,044	-
Interest Earnings + Bond Proceeds	7,015,000	7,091,776	7,091,776	76,776	1.09%
Total Revenue	9,585,933	9,257,958	9,257,958	(327,975)	-3.42%
<u>Expenditures</u>					
Capital and Equipment	15,417,702	6,203,047	6,203,047	(9,214,655)	-59.77%
Construction	7,288,518	5,476,065	5,476,065	(1,812,453)	-24.87%
City Wide Facilities Improvements	465,175	39,727	39,727	(425,448)	-91.46%
Miscellaneous	0	0	0	-	#DIV/0!
Debt Payment	0	0	0	-	#DIV/0!
Total Expenditures	23,171,395	11,718,839	11,718,839	(11,452,556)	-49.43%
Excess of Revenue Over (Under) Expenditures	(13,585,462)	(2,460,882)	(2,460,882)	11,124,580	-81.89%
<u>Other Financing Sources (Uses)</u>					
Bond Proceeds	0	0	0	-	-
Operating Transfers In	3,900,000	3,900,000	3,900,000	-	0.00%
Operating Transfers Out	0	0	0	-	-
Total Other Financing Sources (Uses)	3,900,000		3,900,000	-	0.00%
Excess of Revenue and Other Financing	(9,685,462)		1,439,118	11,124,580	-114.86%
<u>Fund Balance, June 30</u>					
Nonspendable + Restricted + Assigned	3,874,777		14,999,357		
Total Fund Balance, June 30	3,874,777		14,999,357		
Total Fund Balance - Percent of Expenditures	16.7%		128.0%		
Revenue + Transfers-in	13,485,933		13,157,958	(327,975)	-2.43%
Expenditures + Transfers-out	23,171,395		11,718,839	(11,452,556)	-49.43%



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 10/8/2026

DEPT: Finance

RE: The City's Quarterly Investment Report as of September 30, 2026

ADMINISTRATIVE SUMMARY

Attached you will find the City's Quarterly Investment Report (exclusive of the investments of the Pension Trust Funds) as of September 30, 2026.

In comparison to the quarter ended June 30, 2026, the City's total investment/bank balance is \$208.7 million, an increase of \$46.8 million or 28.9%, which is typical for the commencement period for Summer (2026) Property Tax collections.

In comparison to the same quarter a year ago, i.e., the quarter ended September 30, 2025, the City's total investment/bank balance has increased by \$1.3 million or 0.64%, which reflects a slightly positive cash flow, reflecting the increase in Property Tax Values of roughly 3.3% from FY 2025-26 to FY 2026-27.

The City's average Rate of Return (R.O.R.) on investments was 3.92% compared to 3.68% the previous quarter. The City's R.O.R. was above the benchmark Fed Funds Rate by 0.26%; this is the first time that the City's cash portfolio has outperformed the benchmark Federal Funds Rate over two straight quarters since Q4 of 2025 and Q1 of 2026 (December 31, 2025 and March 31, 2026).

The Federal Reserve has recently increased the Fed Funds Rate again by 25 basis points (0.25%), as global energy prices were shocked upwards by the United States' conflict with Iran. A subsequent slight decline in the headline inflation rate, and a lower-than-expected jobs creation report, and a slight increase in the headline Unemployment Rate, raised speculation that the economy, and thus prices, are not in any danger of overheating, so that the Federal Reserve will likely stabilize the Fed Funds Rate, rather than increase it again.

The Treasurer's Office has instituted \$100 million of slightly longer-term investments (with an average maturity of over 300 days) to begin to lock-in historically high interest rates. These strategies will begin to move the City's R.O.R. ahead of the benchmark by the time the Federal Reserve begins to lower the benchmark Federal Funds Rate.

We will continue to work within the primary objectives of the City's Investment Policy, which, in priority order, are; safety, diversification, liquidity and return on investment, as highlighted below:

1. Safety of principal is the primary objective of the City of Farmington Hills investment program. Investments shall be undertaken in a manner that seeks to ensure the



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

preservation of principal in the overall portfolio. The objective will be to mitigate risk through the utilization of FDIC insured and collateralized investments;

2. The investments shall be diversified by type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio. The City has investments in certificate of deposits, CDARS, cash equivalents, mutual funds, checking accounts, savings accounts, money market accounts, and U.S. instruments, diversified between financial institutions as indicated in this report;
3. The investment portfolio shall remain sufficiently liquid to enable the City to meet all operating requirements which may be reasonably anticipated, by the use of cash flow forecasting models; and
4. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of the portfolio. At minimum, the City's average rate of return on investments should earn more than the 3-month Treasury Bill Rate and Fed Funds Rate.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

City of Farmington Hills Quarterly Investment Report As of September 30, 2026								
				\$208,677,746			3.92%	
Financial Institution	Fund	Account Type	Investment	Bank Total	Date of Maturity	Current % Interest Rate	Average R.O.R.	Percentage of Portfolio
Fifth Third Direct	All Funds	*CK	51,458,949	51,458,949	Immediate	4.40%	1.0850%	24.66%
Community Unity	All Funds		272,917	272,917	9/30/2026	3.60%	0.0047%	0.13%
Michigan Class	All Funds	MMIP	22,374,470	22,374,470	Immediate	3.88%	0.4156%	10.72%
Oakland County Investment Pool	All Funds	LGIP	12,386,322	12,386,322	Immediate	4.10%	0.2434%	5.94%
PNC Bank	All Funds	*CK	9,599,386	9,599,386	Immediate	1.94%	0.0892%	4.60%
Robinson Capital	All Funds	MUNI	112,585,701	112,585,701	Varies	3.85%	2.0771%	53.95%
Total				208,677,746			3.9151%	100.00%
1-Year Treasury Bill Rate-trailing six months								3.67%
3-Month Treasury Bill Rate-trailing six months								3.69%
Quarterly Fed Funds Rate-trailing six months								3.65%
City's Avg. R.O.R. over/(under) the 1-year T-Bill Rate								0.24%
City's Avg. R.O.R. over/(under) the 3-month T-Bill Rate								0.23%
City's Avg. R.O.R. over/(under) the Fed Funds Rate								0.26%
Type Codes								
CD - Certificate of Deposit		MF - Mutual Fund			MUNI - Municipal Bonds			
CE - Cash Equivalent		MM - Money Market Account						
CK - Regular Checking		***MMIP - Money Market Investment Pool						
CP - Commercial Paper		SV - Savings Account						
IBC- Interest bearing checking		USI - United States Instrumentality						
LGIP - Local Government Investment Pool		UST - United States Treasury						
*CK = Earnings Credit applied to Bank Service Fees.								
**CK = Non-interest bearing account.								
***Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is rated 'AAAm' by Standard & Poor's. The rating signifies extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit, market, and/or liquidity risks. This is accomplished through conservative investment practices and strict internal controls. Standard & Poor's monitors the portfolio on a weekly basis. The Pool invests in US Treasury obligations, federal agency obligations of the U.S. government, high grade commercial paper (A-1 or better), collateralized bank deposits, repurchase agreements (collateralized at 102% by Treasuries and agencies) and approved money market funds. The credit quality of the Pool is excellent with greater than 50% of the securities invested in A-1+ securities and the remainder in A-1 paper. The portfolio's weighted average maturity is kept under 60 days, which further helps to enhance liquidity and limits market price exposure. Portfolio securities are priced to market on a weekly basis.								
			Previous 1/4	\$161,888,088			77.6%	
			\$ Change	\$46,789,658				
			% Change	28.90%				
			Previous Year	\$207,356,669			99.4%	
			\$ Change	\$1,321,077				
			% Change	0.64%				

Please let me know if you have any questions.

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Prepared by:
Department Approval:
Executive Approval:

Shontae Stringfellow, Deputy Treasurer
Thomas C. Skrobola, Finance Director/Treasurer
Karen Monora, Acting City Manager



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 10/07/2026

DEPT: Finance

RE: FY 2026/27 First Quarter Financial Summary Report

ADMINISTRATIVE SUMMARY

Enclosed you will find the 9/30/2026 First Quarter Summary Financial Report of the General Fund, Major Road Fund, Local Road Fund and Capital Improvement Fund.

General Fund

Revenue/Transfers-in:

Total annual revenue and transfers-in are projected to be \$85.9 million, which is the same as the amount projected in the FY 2026-27 Adopted Budget.

Expenditures/Transfers-out:

Total annual expenditures and transfers-out are projected to be \$90.1 million, which is the same amount indicated in the Adopted FY 2026-27 Budget.

Fund Balance:

The projected Fund Balance of \$44.8 million at June 30, 2026 is 49.7% of projected Total Expenditures at June 30, 2027. The City Council Committed \$14.0 million of Fund Balance, as of June 30, 2026, for the New Activity Center Project, which is in addition to the figure above.

Major Road Fund

Revenue/Transfers-in:

Total annual revenue and transfers-in are projected to be \$23.7 million, which is the same amount projected in the FY 2026-27 Adopted Budget.

Expenditures/Transfers-out:

Total annual expenditures and transfers-out is projected to be \$29.4 million, which is the same amount projected in the Adopted FY 2026-27 Budget.

Fund Balance:

The projected Fund Balance of \$7.8 million is 26.6% of projected Total Expenditures at June 30, 2027.



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

Local Road Fund

Revenue/Transfers-in:

Total annual revenue and transfers-in are projected to be \$31.7 million, which is the same amount projected in the FY 2026-27 Adopted Budget.

Expenditures/Transfers-out:

Total annual expenditures and transfers-out is projected to be \$31.8 million, which is the same amount projected in the Adopted FY 2026-27 Budget.

Fund Balance:

The projected Fund Balance of \$21.5 million is 67.5% of projected Total Expenditures at June 30, 2027.

Capital Improvement Fund

Revenue/Transfers-in:

Total annual revenue and transfers-in are projected to be \$5.6 million, which is the same as the amount projected in the FY 2026-27 Adopted Budget.

Expenditures/Transfers-out:

Total annual expenditures and transfers-out is projected to be \$7.7 million, which is the same amount projected in the Adopted FY 2026-27 Budget.

Fund Balance:

The Projected Fund Balance of \$12.9 million is 166.4% of projected Total Expenditures at June 30, 2027.

Please contact me if you have any questions.

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Prepared by: Brant Klassen, Accounting Specialist

Department Approval: Thomas C. Skrobola, Finance Director/Treasurer

Executive Approval: Karen Mondora, City Manager

FY 2026-27 1st Quarter Financial Report

GENERAL FUND SUMMARY

	2026/27 Amended Budget	2026/27 Year-To-Date (includes encumbrances)	2026/27 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<u>Fund Balance, July 1</u>					
Nonspendable + Restricted	14,000,000	14,000,000	14,000,000		
Unassigned	49,005,436		49,005,436		
Total Fund Balance (actu	63,005,436	14,000,000	63,005,436		
<u>Revenue</u>					
Property Taxes	43,360,493	40,983,539	43,360,493	-	0.00%
Business Licenses & Permit	25,931	7,025	25,931	-	0.00%
Other Licenses & Permits	1,903,563	451,666	1,903,563	-	0.00%
Grants	960,945	261,421	960,945	-	0.00%
State Shared Revenues	10,228,900	2,747,036	10,228,900	-	0.00%
Fees	9,304,667	1,442,628	9,304,667	-	0.00%
Sales	606,389	253,994	606,389	-	0.00%
Fines & Forfeitures	2,029,203	600,264	2,029,203	-	0.00%
Interest Earnings	2,795,794	181,932	2,795,794	-	0.00%
Recreation User Charges	10,644,439	2,569,111	10,644,439	-	0.00%
Other Revenue	2,625,772	320,164	2,625,772	-	0.00%
Total Revenue	84,486,096	49,818,780	84,486,096	-	0.00%
<u>Expenditures</u>					
City Council	201,610	24,581	201,610	-	0.00%
Planning Commission	100,000	80,635	100,000	-	0.00%
Boards and Commissions	3,738,038	918,045	3,738,038	-	0.00%
City Administration	717,462	82,600	717,462	-	0.00%
Public Information	1,129,279	209,181	1,129,279	-	0.00%
Economic Development	264,270	67,120	264,270	-	0.00%
Finance	408,309	126,529	408,309	-	0.00%
Accounting	725,351	216,169	725,351	-	0.00%
Assessing	898,046	158,980	898,046	-	0.00%
Treasury	534,357	134,094	534,357	-	0.00%
Corporation Counsel	913,200	913,200	913,200	-	0.00%
City Clerk	1,170,301	331,394	1,170,301	-	0.00%
Human Resources	1,145,999	178,318	1,145,999	-	0.00%
Central Services	1,657,353	289,507	1,657,353	-	0.00%
Support Services	3,441,530	1,599,374	3,441,530	-	0.00%
Post-Employment Benefits	4,667,952	0	4,667,952	-	0.00%
Police Department	22,582,071	4,930,554	22,582,071	-	0.00%
Fire Department	10,902,200	2,600,252	10,902,200	-	0.00%
Public Services Administrat	596,777	268,260	596,777	-	0.00%
Road Maintenance (Net)	379,096	(1,219,231)	379,096	-	0.00%
Planning & Community Dev	2,232,522	436,688	2,232,522	-	0.00%
Building Maintenance	592,615	139,395	592,615	-	0.00%
Engineering	1,738,406	393,927	1,738,406	-	0.00%
DPW Maintenance Facility	1,624,272	1,400,715	1,624,272	-	0.00%
Waste Removal	4,827,480	4,262,502	4,827,480	-	0.00%
Special Services Administra	5,348,883	1,494,981	5,348,883	-	0.00%
Senior Services	1,138,877	494,941	1,138,877	-	0.00%
Parks Maintenance	2,182,187	599,594	2,182,187	-	0.00%
Cultural Arts	1,252,998	427,869	1,252,998	-	0.00%
Golf Course	1,115,266	462,554	1,115,266	-	0.00%
Recreation Programs	3,117,719	882,442	3,117,719	-	0.00%
Ice Arena	1,195,390	265,083	1,195,390	-	0.00%
Total Expenditures	82,539,816	23,170,253	82,539,816	0	0.00%
Excess of Revenue Over (U	1,946,280	26,648,527	1,946,280	-	0.00%
<u>Other Financing Sources (Uses)</u>					
Operating Transfers In	1,393,466	0	1,393,466	-	0.00%
Operating Transfers Out	(7,571,920)	0	(7,571,920)	-	0.00%
Total Other Financing Sc	(6,178,454)	-	(6,178,454)	-	0.00%
Excess of Revenue and	(4,232,174)	26,648,527	(4,232,174)	-	0.00%
<u>Fund Balance, June 30</u>					
Nonspendable + Restricted	14,000,000		14,000,000		
Unassigned	44,773,262		44,773,262		
Total Fund Balance, June	58,773,262		58,773,262		
Unassigned Fund Balance -	49.7%		49.7%		
Unassigned Fund Balance	44,773,262		44,773,262		
Revenue + Transfers-in	85,879,562		85,879,562	-	0.00%
Expenditures + Transfers-ot	90,111,736		90,111,736	-	0.00%

FY 2026-27 1st Quarter Financial Report

MAJOR ROADS FUND SUMMARY

	2026/27 Amended Budget	2026/27 Year-To-Date (includes encumbrances)	2026/27 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<u>Fund Balance, July 1</u>					
Nonspendable + Restricted + Assigned Unassigned	13,454,817	13,454,817	13,454,817		
Total Fund Balance (actual)	13,454,817	13,454,817	13,454,817		
<u>Revenue</u>					
Intergovernmental Revenues					
Gas & Weight Tax (Act 51)	16,182,711	1,597,088	16,182,711	-	0.00%
Federal/State Grants	0	0	0	-	0.00%
Total Intergovernmental Revenues	16,182,711	1,597,088	16,182,711	-	0.00%
Other Revenues					
Miscellaneous	0	0	0	-	0.00%
Interest Earnings	627,821	18,214	627,821	-	0.00%
Total Other Revenues	627,821	18,214	627,821	-	0.00%
Total Revenue	16,810,532	1,615,302	16,810,532	-	0.00%
<u>Expenditures</u>					
Construction	13,720,000	3,815,166	13,720,000	-	0.00%
Routine Maintenance	3,210,970	1,023,605	3,210,970	-	0.00%
Traffic Services - Maintenance	763,294	468,916	763,294	-	0.00%
Winter Maintenance	852,889	520,926	852,889	-	0.00%
Administration, Records & Engineering	70,000	32,813	70,000	-	0.00%
Total Expenditures	18,617,153	5,861,425	18,617,153	-	0.00%
Excess of Revenue Over (Under) Expenditures	(1,806,621)	(4,246,124)	(1,806,621)	-	0.00%
<u>Other Financing Sources (Uses)</u>					
Bond Proceeds	0	0	0	-	0.00%
Operating Transfers In	6,900,000	0	6,900,000	-	0.00%
Operating Transfers Out	(10,750,000)	0	(10,750,000)	0	0.00%
Total Other Financing Sources (Uses)	(3,850,000)	0	(3,850,000)	-	0.00%
Excess of Revenue and Other Financing	(5,656,621)	(4,246,124)	(5,656,621)	-	0.00%
<u>Fund Balance, June 30</u>					
Nonspendable + Restricted + Assigned	7,798,196		7,798,196		
Total Fund Balance, June 30	7,798,196		7,798,196		
Total Fund Balance - Percent of Expenditures	26.6%		26.6%		
Revenue + Transfers-in	23,710,532		23,710,532	-	0.00%
Expenditures + Transfers-out	29,367,153		29,367,153	-	0.00%

FY 2026-27 1st Quarter Financial Report

LOCAL ROADS FUND SUMMARY

	2026/27 Amended Budget	2026/27 Year-To-Date (includes encumbrances)	2026/27 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<u>Fund Balance, July 1</u>					
Nonspendable + Restricted + Assigned Unassigned	21,665,022	21,665,022	21,665,022		
Total Fund Balance (actual)	21,665,022	21,665,022	21,665,022		
<u>Revenue</u>					
Intergovernmental Revenues					
Gas & Weight Tax (Act 51)	4,098,212	556,713	4,098,212	-	0.00%
Federal/State Grants	0	0	0	-	0.00%
Total Intergovernmental Revenues	4,098,212	556,713	4,098,212	0	0.00%
Other Revenues					
Miscellaneous					
Interest Earnings	467,859	8,752	467,859	-	0.00%
Total Other Revenues	467,859	8,752	467,859	-	0.00%
Total Revenue	4,566,071	565,465	4,566,071	-	0.00%
<u>Expenditures</u>					
Construction	26,840,135	20,061,759	26,840,135	-	0.00%
Routine Maintenance	4,010,016	2,113,316	4,010,016	-	0.00%
Traffic Services - Maintenance	20,605	25,992	20,605	-	0.00%
Winter Maintenance	297,453	80,000	297,453	-	0.00%
Administration, Records & Engineering	678,438	628,869	678,438	-	0.00%
Total Expenditures	31,846,647	22,909,936	31,846,647	-	0.00%
Excess of Revenue Over (Under) Expenditures	(27,280,576)	(22,344,471)	(27,280,576)	-	0.00%
<u>Other Financing Sources (Uses)</u>					
Bond Proceeds	0	0	0	-	0.00%
Operating Transfers In	27,100,000	0	27,100,000	-	0.00%
Operating Transfers Out	0	0	0	-	0.00%
Total Other Financing Sources (Uses)	27,100,000	0	27,100,000	0	0.00%
Excess of Revenue and Other Financing	(180,576)		(180,576)	0	0.00%
<u>Fund Balance, June 30</u>					
Nonspendable + Restricted + Assigned	21,484,446		21,484,446		
Total Fund Balance, June 30	21,484,446		21,484,446		
Total Fund Balance - Percent Of Expenditures	67.5%		67.5%		
Revenue + Transfers-in	31,666,071		31,666,071	-	0.00%
Expenditures + Transfers-out	31,846,647		31,846,647	-	0.00%

FY 2026-27 1st Quarter Financial Report

CAPITAL IMPROVEMENT FUND SUMMARY

	2026/27 Amended Budget	2026/27 Year-To-Date (includes encumbrances)	2026/27 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<u>Fund Balance, July 1</u>					
Nonspendable + Restricted + Assigned Unassigned	14,999,357	14,999,357	14,999,357		
Total Fund Balance (actual)	14,999,357	14,999,357	14,999,357		
<u>Revenue</u>					
Grants	100,000	0	100,000	-	-
Miscellaneous	0	0	0	-	-
Interest Earnings + Bond Proceeds	2,035,000	25,098	2,035,000	-	0.00%
Total Revenue	2,135,000	25,098	2,135,000	-	0.00%
<u>Expenditures</u>					
Capital and Equipment	7,065,062	7,306,897	7,065,062	-	0.00%
Construction	674,568	3,046,111	674,568	-	0.00%
City Wide Facilities Improvements	0	479,855	0	-	#DIV/0!
Miscellaneous	500	0	500	-	0.00%
Total Expenditures	7,740,130	10,832,864	7,740,130	-	0.00%
Excess of Revenue Over (Under) Expenditures	(5,605,130)	(10,807,766)	(5,605,130)	-	0.00%
<u>Other Financing Sources (Uses)</u>					
Bond Proceeds	0	0	0	-	-
Bond Payments	0	0	0	-	#DIV/0!
Operating Transfers In	3,485,000	0	3,485,000	-	0.00%
Operating Transfers Out	0	0	0	-	-
Total Other Financing Sources (Uses)	3,485,000		3,485,000	0	0.00%
Excess of Revenue and Other Financing	(2,120,130)		(2,120,130)	-	0.00%
<u>Fund Balance, June 30</u>					
Nonspendable + Restricted + Assigned	12,879,227		12,879,227		
Total Fund Balance, June 30	12,879,227		12,879,227		
Total Fund Balance - Percent of Expenditures	166.4%		166.4%		
Revenue + Transfers-in	5,620,000		5,620,000	-	0.00%
Expenditures + Transfers-out	7,740,130		7,740,130	-	0.00%

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

**RESOLUTION REGARDING THE STUDY AND POSSIBLE CONSIDERATION OF
ZONING ORDINANCE AMENDMENTS AND THE TEMPORARY DEFERRAL AND
POSTPONEMENT OF DECISIONS REGARDING DATACENTER USES**

RESOLUTION NO. _____

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

PRESENT: _____

ABSENT: _____

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

WHEREAS, for many years, the Farmington Hills Zoning Ordinance has had regulations that allow for computer processing centers or data centers (referred to in this Resolution as “data centers”) in the B-3, General Business District, and LI-1, Light Industrial District, as principal permitted uses with some conditions that include Planning Commission review; and

WHEREAS, over the time period since the adoption of those Zoning Ordinance regulations, the use and construction of datacenters throughout the country and within Michigan has evolved in a manner that now sees different, multi-scale types of datacenter facilities that were not contemplated by the City’s current ordinance regulations, and which in turn have become a topic of interest and concern for residents of the City and the City Council and its Planning Commission, particularly the impact such datacenters may have on the environment, public health and safety, community character and aesthetics, and other land uses; and

WHEREAS, depending on where and how they are constructed and operated, datacenters may have a large ecological footprint and cost once they are constructed and operating, including but not limited to the potential need for a large amount of space, either vertically or horizontally, the consumption of water for cooling, electricity usage, and the use of noise-producing generators and other equipment; and

WHEREAS, the City’s zoning and other ordinances currently do not contemplate or adequately address these advancements and changes in the industry related to this type of land use, nor do they adequately address the impacts on the character and types of other land uses within and surrounding the districts in which such datacenters may be permitted under current ordinances; and

WHEREAS, accordingly, the City Council, with the assistance and recommendations of the City Planning Commission and City staff, desires to ascertain the most appropriate path for the

City to address issues and concerns in its ordinances relative to datacenter land uses in order to protect the public health, safety, and welfare, and the character, aesthetics, appearance, and property values of the surrounding areas and Farmington Hills as a whole; and

WHEREAS, multiple news and information sources have demonstrated a significant increase, growth, and expansion by the datacenter industry of constructing multi-scale datacenter developments in Michigan, the Great Lakes region, and other states; and

WHEREAS, it is further believed that the City's Master Plan, adopted pursuant to the Michigan Planning Enabling Act, Act 33 of 2008, has not fully contemplated or evaluated the development of properties for datacenters in the City; and

WHEREAS, in connection with the foregoing, and considering the complexity of the subject matter and the emerging nature of the datacenter industry, the City Council determines that it is necessary and appropriate that any action taken by a City entity, body, official, and/or agent regarding rezoning, special land use, site plan, change of use and other similar proposals and submissions pertaining to datacenter uses must be temporarily postponed or deferred for the following reasons:

- a. It is of major importance, for the future overall development or redevelopment of Farmington Hills, to ensure that reasonable land uses are authorized and that compatible development is required in connection with land uses in the City;
- b. If permitted, datacenter land uses in the City are likely to have a significant impact on the character of the areas of the City in which they are located, as well as an impact on property values and quality of life, and on the general public health, safety and welfare of the communities in the City and its residents, businesses, and property owners;
- c. To promote development or redevelopment of the City, and communities within the City, over the long term in a manner that would complement the rest of those communities and the City as a whole, not undermine the overall character and planning of the City and its communities, and remain consistent with the purpose, goals and objectives of the Master Plan that is implemented by the Zoning Ordinance, including any updates or amendments to the Master Plan that are under consideration;
- d. To ensure consistent, cohesive and sensible development and land uses in Farmington Hills;
- e. To clear-up any uncertainty in the City's zoning and other ordinances regarding the types of datacenter land uses that are prevalent today and ascertain the most appropriate and safest path for the City to address them in order to protect the public health, safety, and welfare;
- f. The consideration of deciding requests or applications for rezoning, special land use, site plan, change of use, or other similar submissions and proposals relating to datacenter land uses during the process of considering whether and how to amend

the City's ordinances to address such uses in the community would be counter-productive and undermine the City's efforts to accomplish the above community-wide planning and zoning objectives and to provide for the health, safety and welfare of the City and its residents, businesses, and property owners; and

- g. Under the current circumstances described above, it is within the rights of the City to establish the rules and procedures regarding postponements and deferrals for decisions to be made relative to datacenter land uses in order to protect the public health, safety, and welfare, and other legitimate and lawful land use and zoning considerations.

WHEREAS, the City's Planning Commission will be studying and reviewing potential ways to amend the City ordinances to address the types of datacenter land uses that are prevalent today; and

WHEREAS, it is anticipated that, over the course of the next several months, the Planning Commission will complete its study and review of this subject and will have draft ordinance amendments forwarded to the City Council for review and consideration, with a report and recommendation from the Planning Commission; and

WHEREAS, it is the intention of the City Council to complete its review and consideration of the Planning Commission's recommendation regarding ordinance amendments within 30-60 days of its receipt; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that, for the reasons and based on the findings set forth above, the Farmington Hills City Council review and decision on whether to adopt amendments to the Code of Ordinances to address the issue of datacenter land uses should precede any development, zoning, planning or other decisions in the City pertaining to applications and submissions relating to such land uses; and, accordingly, the City Council hereby directs that any decision taken by a Farmington Hills entity, body, official, and/or agent regarding any proposal or submission for rezoning, special land use, site plan, planned unit development, change of use, and other types of proposals and submissions that include the establishment of datacenter land uses, shall be temporarily postponed and deferred, until March 31, 2027.

IT IS FURTHER RESOLVED that the City Council also recognizes that the postponement or deferral of such actions and decisions could result in inconvenience for some landowners and others desiring to engage in datacenter land uses in the City, and that such persons might claim an interference with legitimate rights, and on this basis, the City Council has determined that it is necessary to expedite the actions contemplated and necessary for completion of the review and adoption of amendments, if any, to the Code of Ordinances to address the issues relating to datacenter land uses (without compromising the quality and integrity of the results of such actions), and that it is also necessary to provide a mechanism allowing a written petition to be submitted to the City Council for relief from the postponement or deferral. Accordingly:

- (1) The City officials and Planning Commission engaged in the process of reviewing and forwarding recommended amendments, if any, of the Code of Ordinances to

the City Council in connection with this matter are directed to proceed with such efforts as a top priority and without delay.

- (2) Any property owner who shall feel aggrieved by the temporary postponement or deferral of decision-making may submit a written request for relief to the City Council, and upon such submission shall be entitled to a hearing for the purpose of providing an opportunity to be heard and to demonstrate to the City Council that the temporary postponement will result in the unreasonable preclusion of viable economic use of property or otherwise violate applicable provisions of State or Federal constitution or law. Such hearing shall be conducted within thirty (30) days of the City's receipt of such written request. After the conclusion of the hearing, the City Council shall make findings and conclusions. If it is demonstrated and found that the postponement or deferment has the effect of unreasonably precluding viable economic use of property, or that it violates a law or constitutional provision, the City Council will grant relief from the postponement or deferment to the degree necessary to cure the contravention.

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

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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

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

CARLY LINDAHL, Clerk
City of Farmington Hills



CITY CLERK'S REPORT TO MAYOR AND COUNCIL

DATE: October 12, 2026

DEPT: City Clerk

RE: Consideration of approval of a Special Event Permit for the Universalist Unitarian Church of Farmington's Treats on the Trail to be held on Sunday, October 25, 2026

ADMINISTRATIVE SUMMARY

- The City received an application from Rebecca Seaton, representing Universalist Unitarian Church of Farmington, for a Special Event Permit to hold the Treats on the Trail event on Sunday, October 25, 2026, from 10:30am to 1:00pm at Universalist Unitarian Church of Farmington, located at 25301 Halsted Road.
- This will be an outdoor trick or treating event with stations located along Universalist Unitarian Church of Farmington's woodland walking path. There will also be simple games and craft activities in the parking lot.
- The required insurance and/or indemnification agreement was received by the City.
- The application was reviewed by all appropriate Departments. There were no objections to the event being held, subject to the following conditions and details as verified by the applicant:
 - A trick or treat event open to the general public with available parking on property
 - The event is anticipating 200 people
 - No police assistance requested for this event
 - Egress shall be maintained throughout the building
 - Fires lanes shall not be blocked or restricted
 - Open flame candles shall be prohibited. Only battery powered candles or glow sticks shall be utilized
 - All applicable permits shall be applied for through the Building Department
 - The proponent must contact Fire Prevention to schedule an inspection prior to beginning the event
 - The event shall comply with minimum Fire Prevention Code requirements



CITY CLERK'S REPORT TO MAYOR AND COUNCIL

RECOMMENDATION

IT IS RESOLVED, that City Council hereby approves a Special Event Permit for Universalist Unitarian Church of Farmington to hold the Treats on the Trail event on Sunday, October 25, 2026, from 10:30am to 1:00pm at Universalist Unitarian Church of Farmington, located at 25301 Halsted Road, subject to the terms and conditions outlined in the City Clerk's report dated October 12, 2026.

Respectfully submitted,

Carly Lindahl, City Clerk

APPLICATION FOR SPECIAL EVENT/TEMPORARY OUTDOOR SALES

CITY OF FARMINGTON HILLS
31555 ELEVEN MILE ROAD, FARMINGTON HILLS MI 48336
(248) 871-2410 FAX (248) 871-2411

ALL FEES ARE NON-REFUNDABLE

Fees: \$50.00 Application Review Fee (fee is waived for non profit companies) Carnivals are \$ 150.00

A **Clean Up Deposit** of \$300 is required for special events and temporary outdoor sales (involving the use of any temporary outdoor structures or equipment – tents, tables, etc.). This deposit is refundable when the site is cleared.

A **Liability Insurance Certificate** naming the City as an additional insured in the amount of \$1,000,000 is required for special events or temporary outdoor sales as determined by the City. The attached **Indemnification Agreement** is required for Special Events as determined by the City.

Temporary Outdoor Sales: (Sales event held on the same property as the business and accessory to the use of the business) are limited to 14 consecutive days and a total of 28 days in any 12 month period.

NOTE: A COMPLETE AND DETAILED SITE PLAN/SITE MAP OF THE PROPERTY SHOWING THE EVENT AREA IS REQUIRED. PLAN MUST SHOW LOCATIONS OF SIGNS, TENTS OR ANY STRUCTURES, AMUSEMENT RIDES, FOOD SERVICES, PARKING AREA, THE LOCATION OF EXISTING BUILDINGS, ETC. REQUEST WILL NOT BE REVIEWED UNTIL THIS PLAN IS RECEIVED. IF A TENT IS TO BE ERECTED, SPECIFICATIONS ARE REQUIRED - SEE page 2)

APPLICANT'S NAME: (If partnership or corporation, please include all names & residential address of officers on separate sheet)

See separate sheet for officer list

Universalist Unitarian Church of Farmington

APPLICANT'S RESIDENTIAL ADDRESS:

25301 Halsted Rd, Farmington Hills, MI 48335

CITY ST ZIP

APPLICANT'S PHONE: Office: 248-478-7272

Cell: [REDACTED]

RELATION OF APPLICANT TO BUSINESS/EVENT: ☐ Owner ☐ Manager ☒ Representative ☐ Other

IS ORGANIZATION A FOR PROFIT OR NON PROFIT BUSINESS: ☐ PROFIT ☒ NON-PROFIT

ADDRESS OF THE PROPERTY AT WHICH THE EVENT WILL BE CONDUCTED:

25301 Halsted Rd, Farmington Hills, MI 48335

DOES APPLICANT OWN OR OCCUPY THE PROPERTY AT WHICH THE EVENT IS TO BE HELD?

☒ YES ☐ NO IF NO, WRITTEN CONSENT FROM THE PROPERTY OWNER FOR THE EVENT IS REQUIRED WITHIN SEVEN(7) DAYS OF THE DATE OF SUBMISSION OF APPLICATION TO THE CITY AND TO ALL OTHER TENANTS ON THE PROPERTY OF THE PROPOSED EVENT. PLEASE ATTACH.

GIVE A DETAILED DESCRIPTION OF THE EVENT PROPOSED:

A trick or treating event (Treats on the Trail) with ToT stations along UUCF's woodland walking path.
simple games and craft activities will be in the parking lot and open to the community

DATE OF THE EVENT: 10/25/2026 TIME OF YOUR EVENT: 10:30AM - 1:00 PM

NOTE: Special events/temporary outdoor sales are permitted by ordinance ONLY between 9am and 10pm

IS THE EVENT OPEN TO THE GENERAL PUBLIC? ☒ YES ☐ NO

WILL ANY GOODS OR MERCHANDISE BE OFFERED FOR SALE TO THOSE ATTENDING:
☐ YES ☒ NO

MAXIMUM NUMBER OF PEOPLE PROPOSED TO ATTEND OR PARTICIPATE EACH DAY: 200

HAS THE APPLICANT, PARTNERS, OFFICERS OR DIRECTORS EVER BEEN CONVICTED OF A FELONY?

☐ YES ☒ NO IF YES, ON SEPARATE SHEET PROVIDE DESCRIPTION OF CONVICTION – INCLUDING WHAT FOR, DATE OF INCIDENT, DATE OF CONVICTION, ETC.

PERMANENT STRUCTURES ARE **NOT ALLOWED** TO BE ERECTED. DO YOU PLAN ANY TEMPORARY STRUCTURES (TENT, TRAILER, STAGE, ETC)? ☐ YES ☒ NO IF YES, PLEASE DESCRIBE WHAT THOSE ARE AND INCLUDE ON MAP: _____

IF A TENT IS PROPOSED, INDICATE THE SIZE AND NAME AND ADDRESS OF THE COMPANY PROVIDING THE TENT: _____

NOTE: A certificate of Flame Resistance for the Tent must be provided 10 days prior to the date of event/sales.

IF THE REQUEST IS TO HOLD A BLOCK PARTY, ARE YOU REQUESTING TO CLOSE ANY ROADS FOR THE EVENT? ☐ YES ☒ NO (If yes, please submit signatures of abutting property owners who would be directly affected by the road closure indicating that they have no objections-form attached).

WILL ELECTRICAL EQUIPMENT BE USED FOR THIS EVENT? ☐ YES ☒ NO
IF YES, DESCRIBE IN DETAIL WHAT TYPE OF ELECTRICAL EQUIPMENT WILL BE USED. CONTACT BUILDING DEPARTMENT at 248.871-2450 TO DETERMINE IF A PERMIT IS REQUIRED.

IS ANY SIGNAGE PROPOSED? ☐ YES ☒ NO IF YES, NOTE SIZE AND LOCATIONS OF ANY SIGNS PROPOSED ON THE PLAN PROVIDED WITH THIS APPLICATION.

IS THE EVENT FOR PROFIT? ☐ NON- PROFIT ☒

IS THIS EVENT TO TAKE PLACE IN A CITY OWNED PARK ☐ YES ☒ NO

IF YES, HAVE YOU RECEIVED AND AGREE TO ABIDE BY THE CITY'S PARKS AND RECREATION RULES AND REGULATIONS? ☐ YES ☐ NO ANY DEVIATIONS REQUESTED? _____

Becca Seaton *Rebecca Seaton*
Applicant's Signature

DATE: 09/10/2026

Rebecca Seaton

Printed Name of Applicant

Note: Section 22-119 of the City Code stipulates that other permits and/or inspections **MAY** be required along with permission to conduct the special event. This could be for health facilities (food), electric services, fire issues, or a certificate of use from the city's Building Department

FOR OFFICE USE ONLY:

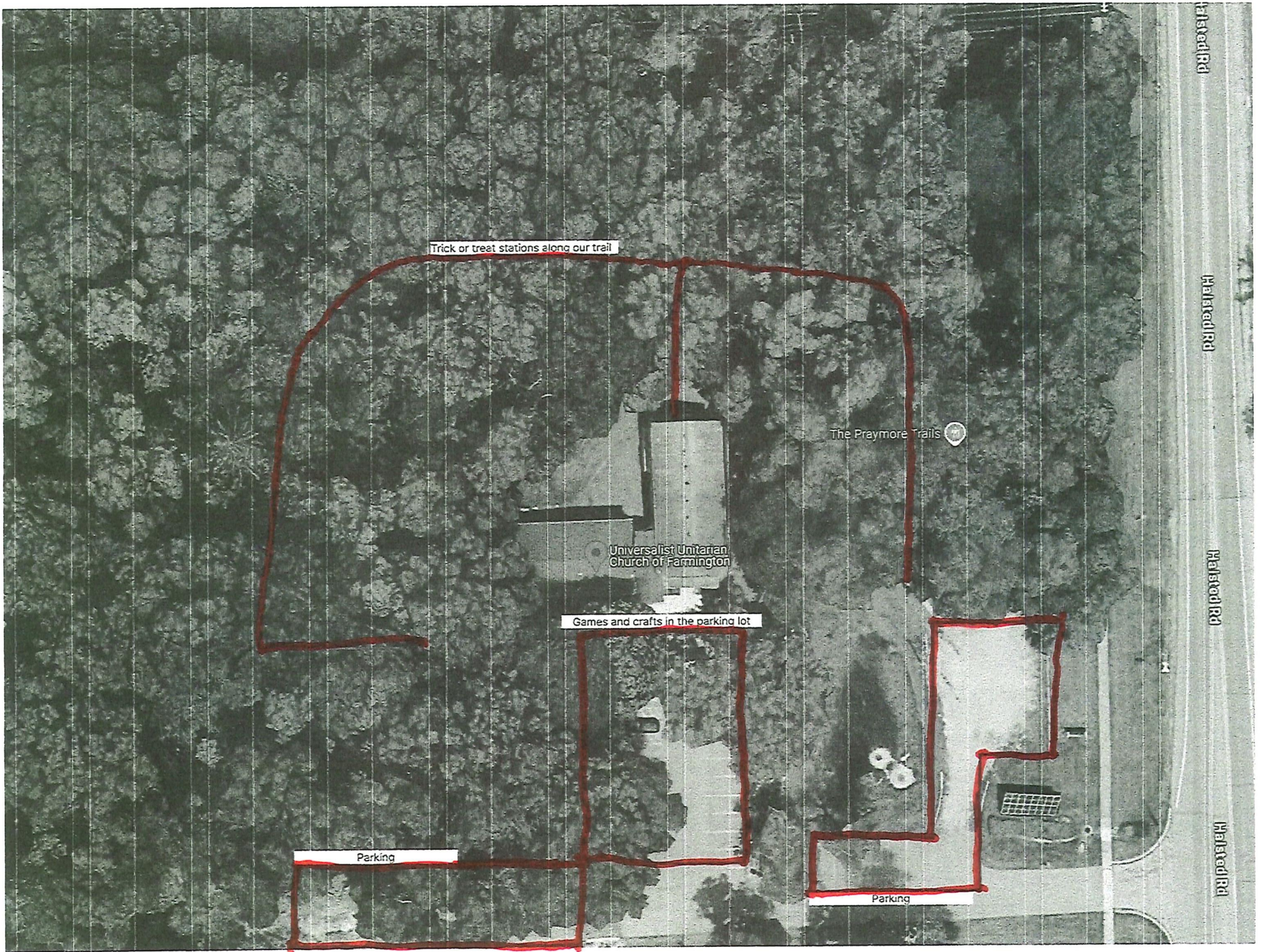
☒ Application and fee
☒ Complete Site Plan/Map

APPROVALS:

☒ Police
☒ Fire
☒ Planning/Bld/Zoning
☒ Engineering

IF APPLICABLE:

☒ Insurance Certificate (If required by city)
☒ Indemnification Agreement (Special Events)
☒ Clean Up Deposit (if required by city)
☒ Tent Certificate of Flame Resistance
☒ Tent Co. Information (see above)
☒ Names/Addresses of Corporation
☒ Neighborhood Signatures (block parties closing a road)
☒ Carnivals Only (State of MI Certificate)



Trick or treat stations along our trail

Universalist Unitarian
Church of Farmington

Games and crafts in the parking lot

Parking

Parking

The Praymore Trails

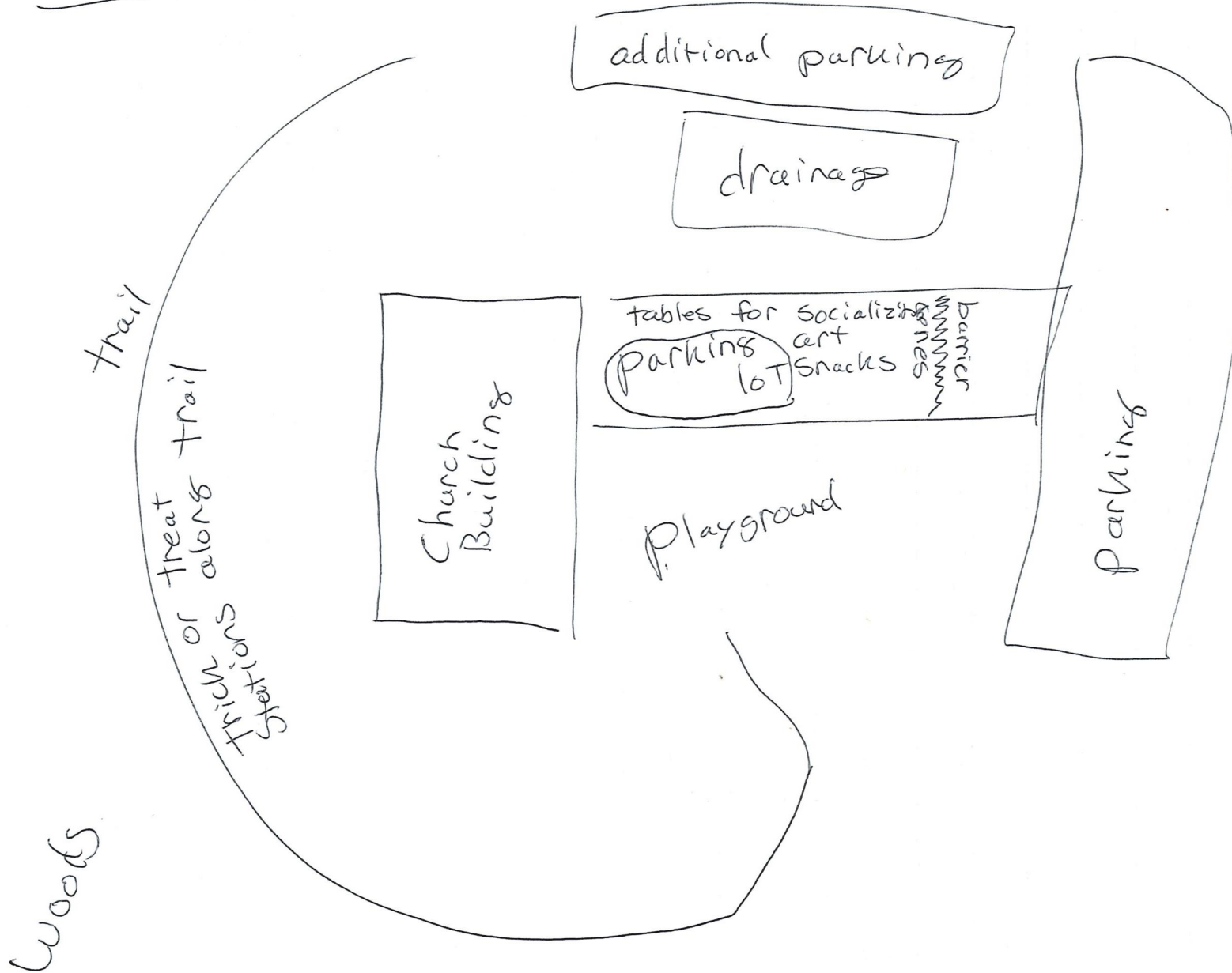
Halsted Rd

Halsted Rd

Halsted Rd

Halsted Rd

Halsted Rd





CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: October 12, 2026

DEPT: Planning and Community Development

RE: Public Art Requirement Guidelines and Procedures

ADMINISTRATIVE SUMMARY

Public Art requirement for new developments and renovations in Special Planning Areas and PUD's was a City Council 2024 Goal. Support for Public Art and its' relationship to placemaking in the community was reinforced with the adoption of the 2024 Master Plan for Future Land Use. The Zoning Ordinance Text Amendment and companion City Code Amendment to designate the Arts and Planning Commissions responsible for review and approvals were adopted in October 2025.

Staff from Planning worked with Special Services, the City Attorney, Arts Commission and Planning Commission to develop the Public Art Requirement Guidelines and Procedures. This document is intended to provide a clear and consistent process for implementing the City of Farmington Hills Public Art Requirement Zoning Ordinance Standard (Section 34-5.21) including guidance on procedures, roles and expectations for applicants where public art is required through the site plan development process.

The following Commissions who are integral to the approval process reviewed the document: The Farmington Area Arts Commission reviewed the document at their meeting September 10, 2026 and had no comments. The Planning Commission reviewed the document at their meeting September 17, 2026 approved a motion to forward the document for City Council review and approval. City Council reviewed the draft document at the September 28, 2026 Study Session. Based on comments at that meeting, additional language has been added stating the applicant may request City staff assistance to identify possible artists and art consultants.

RECOMMENDED COUNCIL ACTION:

Motion to approve Public Art Requirement Guidelines and Procedures.

ATTACHMENTS

- City of Farmington Hills Public Art Requirement Guidelines and Procedures.

###

Prepared by: Kirsten Mellem, Staff Planner II

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

Approved by: Karen Mondora, Acting City Manager



Public Art Requirement Guidelines & Procedures

Adopted: October xx, 2026
Revision:

CITY OF FARMINGTON HILLS
ZONING ORDINANCE SEC. 34-5.21: PUBLIC ART REQUIREMENT
GUIDELINES AND PROCEDURES

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CONTACT INFORMATION

City of Farmington Hills

Planning Office

(248) 871-2540

For guidance on applicability, process timing, and submission requirements.

City of Farmington Hills

Special Services – Cultural Arts Division

Farmington Area Arts Commission Staff Liaison

(248) 699-6712

For guidance on Arts Commission review process and meeting schedule.

SECTION 1: PUBLIC ART REQUIREMENT GUIDELINES

1. PURPOSE

These guidelines are adopted pursuant to and in accordance with Section 34-5.21 of the City of Farmington Hills Zoning Ordinance for purposes of delineating and further detailing guidelines that are applicable to the design, application, approval, installation, maintenance, and enforcement of public art within and as part of significant development projects in the City of Farmington Hills.

These guidelines are also intended and serve the purpose of ensuring that required public art is:

- Properly integrated into significant developments.
- Accessible to the public as required by ordinance.
- Professionally designed and constructed.
- Appropriately maintained over time.
- Consistent with the City's placemaking goals and 2024 Master Plan.

These guidelines apply only to and are intended to facilitate compliance with the public art requirements set forth in Section 34-5.21 of the Zoning Ordinance, including the definitions of “public art,” “artist,” and “construction cost” in Section 2.2 of the Zoning Ordinance.

2. APPLICABILITY

These guidelines apply to all development projects that:

- Trigger the public art requirement under Section 34-5.21 of the City’s Zoning Ordinance;
- Are located within applicable Special Planning Areas or Planned Unit Developments; and
- Are subject to site plan review and approval.

These guidelines do not apply to any of the following:

- City-owned public art;
- Voluntary donations of artwork to the City;
- Temporary installations not required under the ordinance;
- Public art under the City’ Outdoor Mural Program;
- Existing lawful nonconforming uses and development of property that are not required to comply with Section 34-5.21 per the City Zoning Ordinance; or
- Any development of property that is not required to install public art, pursuant to Section 34-5.21.

3. NATURE OF REQUIRED PUBLIC ART

Public art installed under this program shall remain:

- A requirement of zoning approval;
- A permanent site improvement tied to the property; and
- The responsibility of the property owner for maintenance and repair.

4. DESIGN INTEGRATION REQUIREMENT

Public art shall be integrated into the overall site design. Preferred integration methods include:

- Building façade integration;

- Landscape integration;
- Plaza or courtyard features;
- Entry features;
- Streetscape elements; and
- Architectural screening elements.

Standalone placement is permitted when integration is not feasible, subject to City approval. Early coordination between the artist, developer, architect, and landscape architect is strongly encouraged.

5. PUBLIC ACCESS REQUIREMENT

Public art must be located in a manner that is:

- Clearly visible from public streets, sidewalks, or publicly accessible private spaces;
- Accessible during reasonable business hours when located on private property;
- Safe for pedestrian viewing; and
- Free from obstruction by vehicles, signage, or landscaping.

The City Planner, City Engineer, Fire Marshal, or other governing entities may require modifications if access or visibility is insufficient.

6. APPROVAL PROCESS

All public art is subject to:

1. Site plan approvals;
2. Review and approval by the Farmington Area Arts Commission; and
3. Construction permit review by City staff, if applicable.

Applicants may proceed through site plan approval prior to final selection of artwork, provided that:

- The location of the artwork is shown on the approved site plan;
- A conceptual design is provided; and
- A budget is established consistent with Section 34-5.21.

Final artwork approval is required prior to issuance of building permits.

7. ARTIST SELECTION AND DESIGN DEVELOPMENT

The property owner is responsible for selecting a qualified artist in accordance with the Zoning Ordinance standards in Section 34-5.21. Artists should be engaged early in the design process to ensure integration with the site. The City encourages selection processes based on:

- Qualifications-based selection;
- Competitive selection (when appropriate); or
- Direct selection (for integrated design projects).

A qualified public artist is an individual generally recognized by critics and peers as a professional practitioner of the visual arts, as judged by the quality of that professional practitioner's body of work, educational background, experience, past public commissions, exhibition record, publications, receipt of honors and awards, training in the arts, and production of artwork. See the requirement for an artist to create the public artwork under Section 34-5.21.5 and the definition of artist under Section 2.2 of the City Zoning Ordinance.

8. MAINTENANCE AND RESPONSIBILITY

The property owner shall be solely responsible for maintaining the public art in the manner required by Zoning Ordinance Section 34-5.21 and shall include the following:

- Routine maintenance and cleaning;
- Repair of damage or deterioration;
- Graffiti removal;
- Lighting maintenance (if applicable);
- Structural integrity; and
- Landscaping surrounding the artwork.

Maintenance shall preserve the original artistic intent whenever feasible. Failure to maintain artwork in good condition shall constitute a violation of the site plan approval.

9. REPAIR, REPLACEMENT, AND FAILURE

If public art is stolen or becomes damaged or deteriorated such that it cannot be repaired in accordance with section 8 above, the property owner shall, in accordance with Zoning Ordinance Section 34-5.21, either:

- Repair the artwork; or
- Replace it with approved public art of equal or greater value than was originally required.

All repairs or replacements under this section require review by the City Planner and approval by the Farmington Area Arts Commission. If replacement is required, the new artwork must comply with all current Public Art Program requirements.

10. REMOVAL OR ALTERATION

Public art required under Section 34-5.21 may not be removed or materially altered without prior City approval. The City may require:

- Replacement artwork of equal or greater value than was originally required;
- Relocation of artwork on-site; or
- Conservation or restoration instead of removal.

Removal requests shall include:

- Reason for removal;
- Condition assessment;
- Proposed replacement plan; and
- Proposed timeline.

11. FINANCIAL ASSURANCE

The City may require a financial guarantee for installation of public art consistent with Section 34-5.21 and the City's site plan approval process. Failure to install approved public art may result in:

- Withholding of certificate of occupancy;
- Forfeiture of financial guarantee; and
- Enforcement action under the Zoning Ordinance.

12. APPROVAL STANDARDS

Public art shall be evaluated based on the following:

- Artistic excellence;
- Site integration;
- Public visibility and access;
- Durability and materials;
- Maintenance feasibility;
- Safety;
- Contribution to placemaking; and
- The standards and criteria under and compliance with Zoning Ordinance Section 34-5.21.

The Farmington Area Arts Commission shall provide approval based on these criteria. In the event, the artwork is denied, the applicant may appeal to the Zoning Board of Appeals.

13. COORDINATION WITH DEVELOPMENT

Public art should be coordinated with:

- Final site engineering;
- Landscape architecture plans;
- Building design;
- Lighting plans;
- Utility placement; and
- Pedestrian circulation systems.

Coordination prior to construction is strongly encouraged to avoid costly redesign for the owner and developer.

14. PUBLIC BENEFIT INTENT

Required public art is intended to:

- Enhance private development while benefiting the public realm;
- Strengthen the visual character of commercial corridors;
- Support the City's identity and placemaking goals;
- Improve pedestrian experience in development areas; and
- Contribute to the City's overall cultural environment.

15. COMPLIANCE AND ENFORCEMENT

Compliance with these guidelines is a condition of zoning approval under Section 34-5.21. Failure to comply may result in all or any of the following:

- Denial of permits;
- Withholding of certificate of occupancy;
- Enforcement under the City's zoning ordinance; and
- Required corrective action at the property owner's expense.

16. RELATIONSHIP TO OTHER POLICIES

These guidelines shall be interpreted and applied consistently with the Zoning Ordinance, and in the event of conflict, the Zoning Ordinance shall control.

SECTION 2: PUBLIC ART REQUIREMENT PROCEDURES

1. PURPOSE

These guidelines provide a step-by-step procedural workflow for developers, property owners, and design teams to comply with the privately-owned public art requirement under Section 34-5.21 of the Farmington Hills Zoning Ordinance. It places public art requirements and standards into a practical sequence aligned with the City's site plan, permitting, and construction processes. These guidelines are intended to assist compliance with the Zoning Ordinance, the Guidelines above, and other applicable City codes and ordinances.

2. OVERVIEW OF PROCESS

The public art process occurs in six stages:

1. Pre-Application Planning
2. Site Plan Submission
3. Conceptual Art Planning (Concurrent with Site Plan Review)
4. Final Art Approval (Prior to Building Permit)
5. Fabrication and Installation
6. Inspection and Certificate of Occupancy

STAGE 1 — PRE-APPLICATION PLANNING

Objective: Establish feasibility and budget early

At the earliest project stage, the applicant should:

- Identify whether Section 34-5.21 applies
- Confirm applicable public art budget (0.5% requirement under 34-5.21)
- Identify potential artwork locations on the site
- Engage a qualified artist or art consultant *(recommended)
*The applicant may request the assistance of City staff in identification of possible artists and art consultants.
- Coordinate with architect and landscape architect

Recommended Deliverables:

- Preliminary site plan with potential art locations
- Rough public art budget estimate
- Conceptual integration strategy (if available)

City Role:

- Inform applicant of applicability
- Provide guidance on ordinance requirements
- Identify applicable Special Planning Area considerations

STAGE 2 — SITE PLAN SUBMISSION

Objective: Reserve location and demonstrate compliance pathway

The applicant submits a site plan for review.

Required Public Art Submittal Elements:

- Location of proposed public art clearly indicated
- Preliminary description of artwork intent
- Estimated public art budget and basis for same
- General statement of integration strategy
- Artwork design does not need to be finalized at this stage, but the location must be reserved on the site plan

City Review:

- City staff and Planning Commission review the site plan
- City staff and Planning Commission verify public art ordinance applicability and budget estimate
- Farmington Area Arts Commission is notified of future review and approval requirement

STAGE 3 — PUBLIC ART PLAN SUBMISSION (CONCURRENT REVIEW)

Objective: Establish design direction and feasibility

During or immediately following site plan approval, the applicant develops:

- Artist selection process
- Conceptual artwork design
- Integration with architecture and landscape

Required Submittals:

- Selected artist qualifications
- Conceptual artwork drawings or renderings
- Material description
- Draft installation location confirmation
- Preliminary maintenance plan
- Updated budget (if applicable)

Farmington Area Arts Commission Review and Approval:

The Commission evaluates:

- Artistic quality and concept
- Site integration
- Public visibility and access
- Appropriateness of materials
- Alignment with City goals

Outcome:

- Approval with or without conditions
- Denial

STAGE 4 — FINAL PUBLIC ART APPROVAL (PRIOR TO BUILDING PERMIT)

Objective: Secure final approval for construction and installation

Before issuing building permits, the applicant submits:

- Final artwork design
- Engineering and structural details (if applicable)
- Final materials and fabrication specifications

- Installation plan and schedule
- Final maintenance plan
- Final budget confirmation
- Insurance documentation (if required)

City Review:

- Farmington Area Arts Commission: final approval of public art
- City Planner: administrative review and site location
- Building Official: structural and safety review
- City Engineer: site location and safety review

Required Condition:

Final approval of the public art by the Farmington Area Arts Commission is required before building permit issuance for projects that are subject to Section 34-5.21.

STAGE 5 — FABRICATION AND INSTALLATION

Objective: Construct and install approved artwork

The applicant is responsible for:

- Coordinating fabrication and installation with the artist
- Ensuring compliance with approved plans
- Scheduling installation with construction timeline
- Protecting artwork during construction phase

City Role:

- May conduct interim inspections
- Verifies compliance with approvals of plans and artwork

Financial Assurance:

- City may hold performance guarantee until installation is complete (if applicable)

STAGE 6 — FINAL INSPECTION AND CERTIFICATE OF OCCUPANCY

Objective: Confirm compliance and complete project

Before issuance of Certificate of Occupancy (CO) the applicant must demonstrate:

- Artwork has been installed as approved
- Structural installation is complete and safe
- Public access requirements are met
- Site conditions are consistent with approved plans

City Inspection:

- City Planner confirms compliance with approvals
- Building Official verifies structural safety
- Final documentation is recorded

Outcome:

- Certificate of Occupancy is issued once compliance is confirmed
- Public art record is entered into City inventory

3. POST-INSTALLATION RESPONSIBILITIES

After installation:

Property Owner Responsibilities:

- Ongoing maintenance and repair
- Graffiti removal
- Lighting upkeep (if applicable)
- Structural integrity monitoring
- Preservation of artistic intent

City Role:

- Maintains record of approved artwork
- May conduct periodic condition review
- Enforces compliance with maintenance requirements

4. COMMON PITFALLS TO AVOID

Applicants are strongly encouraged to avoid:

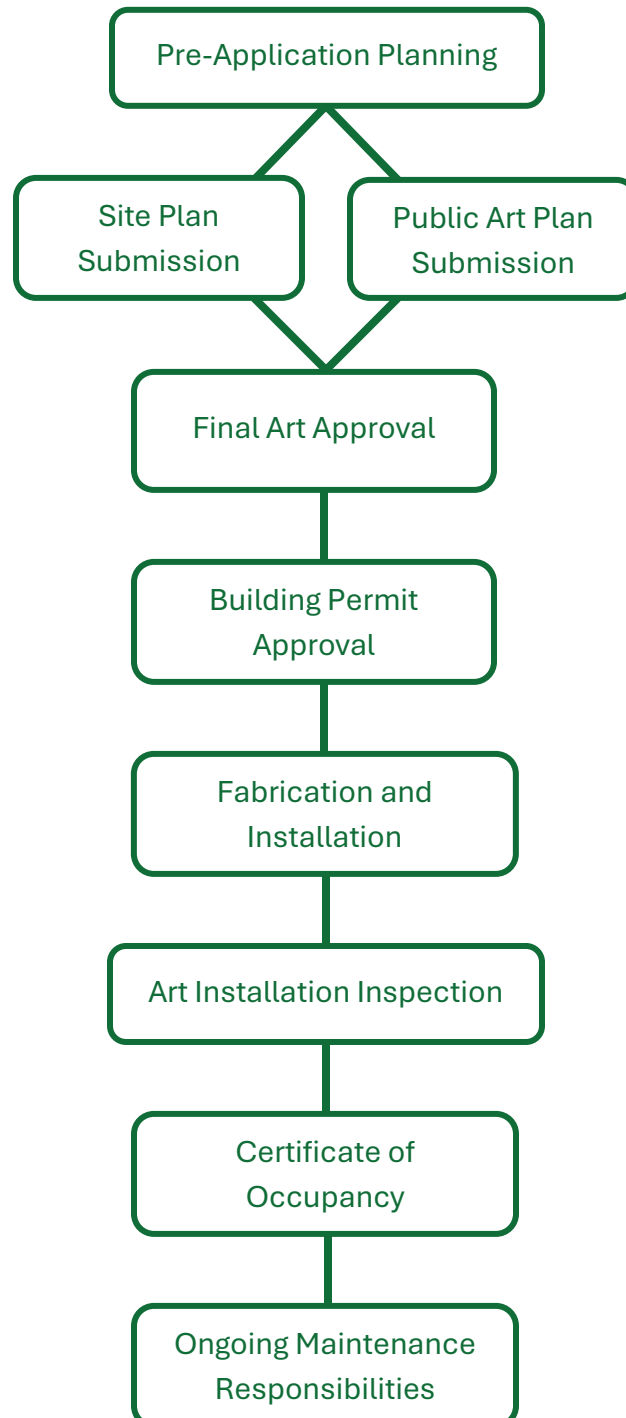
- Waiting until construction to select an artist
- Treating public art as an “add-on” instead of integrated design
- Underestimating installation engineering requirements
- Failing to budget for maintenance
- Selecting non-durable materials for outdoor environments
- Inadequate coordination with site utilities, drainage, or other site improvements
- Submitting incomplete maintenance plans

5. BEST PRACTICE TIMELINE SUMMARY

Project Phase	Public Art Action
Concept Design	Identify art requirement + reserve location
Site Plan	Show art location + budget
Design Development	Select artist + develop concept
Permit Stage	Submit final art for approval
Construction	Fabricate and install artwork
Occupancy	Final inspection + CO issued

SECTION 3: PUBLIC ART REQUIREMENT FLOWCHART

PUBLIC ART REQUIREMENT APPROVAL FLOW CHART



APPENDIX A: ZONING ORDINANCE SECTION 34-5.21

34-5.21 PUBLIC ART REQUIREMENT

1. Intent. The City of Farmington Hills finds that the visual and aesthetic quality of development projects has a significant positive impact on property values, the local economy, and the character and vitality of the city. The meaningful and intentional inclusion of public art throughout the city can illuminate, nurture, and celebrate the diversity and history of the city, as well as foster the economic development of the community. To achieve these goals, public art should be integrated into development projects citywide.

As envisioned in the 2024 Farmington Hills Master Plan, public art is a placemaking strategy that provides benefits to the developed property on which it is located and the public, including, without limitation, enhancement of the character and aesthetics of developed property, surrounding properties, and the community in general. The purpose of this section is to enhance the City's livability by encouraging works of art throughout the city, focusing on important commercial corridors, and requiring the use and incorporation of publicly accessible art into significant development projects.

2. Public Art Required.

- A. The installation of public art in accordance with this Section is required for any non-public construction or renovation project with a construction cost of two million dollars (\$2,000,000.00) or more, in the Special Planning Areas described in the 2024 Master Plan, except as provided in subsection B, below. These include:
 - i. Orchard Lake Road between 12 Mile and 13 ½ Mile Roads;
 - ii. 14 Mile/Northwestern/Orchard Lake Road;
 - iii. Grand River Corridor/M-5 Interchange;
 - iv. Grand River and Drake
 - v. M-5 Corridor
 - vi. 8 Mile Corridor
 - vii. 12 Mile Corridor
 - viii. Freeway Redevelopment Areas
 - ix. Any projects developed using the Planned Unit Development process.

- B. The following projects are exempt from this requirement: single-family residential construction projects and projects completely funded by legally established non-profit entities.
 - C. The applicant shall establish and submit to the City a budget for the public art required by this section based on the allocation of one-half (0.5) percent of the total project construction cost up to fifty thousand dollars (\$50,000.00) for applicable projects. For each year subsequent to the effective date of the Zoning Ordinance amendment adding this Section, the applicable construction cost threshold stated in the preceding sentence shall be increased in accordance with the Consumer Price Index for All Urban Consumers (CPI-U) to reflect the rising costs of goods and materials.
3. Public Art Requirements. When public art is required per subsection 2 above, the subject site shall be designed and developed to include public art, as defined in [Section 34-2.2](#), for placement in a public place, publicly accessible private space, and/or integrated into the underlying architecture, landscape design or site, which shall be included as part of the site plan, and such public art shall comply with this Section and the following requirements:
 - A. An applicant for site plan approval for projects where public art is required per [Section 34-5.21.2](#) may proceed through site plan review before the selection of artwork is finalized, although involvement of the designer or artist is encouraged through the site design phase. For site plan review purposes, the area intended for the public art shall be noted on the site plan to demonstrate how the location for the art meets the requirements of [Section 34-5.21.4](#) below. The final location, installation, footings, etc. are subject to review and approval by the city planner and building official.
 - B. Following site plan approval, in conjunction with the application for building permits, the applicant shall furnish the City with an updated budget reflective of the project's construction costs.

- C. The public art shall be submitted for approval to the Farmington Area Arts Commission (established under Chapter 2, Article IV, Division 8 of the City Code) prior to site plan approval. The Farmington Area Arts Commission shall not unreasonably withhold approval.
4. Placement.
- A. In addition to other placement and locational requirements in this ordinance, public art shall be placed:
 - i. In locations that are visible from public streets, rights-of-ways, parks, or plazas, taking into consideration the circulation patterns for vehicles and pedestrians on-site and on adjacent public streets and sidewalks; and
 - ii. Out of the corner clearance area as provided in [Section 34-5.10](#).
 - B. Public art may be permitted in required front setbacks, if the Planning Commission finds that no other location meeting the requirements of this ordinance is feasible and such placement is approved by the Director of Public Services.
5. Guidelines. At a minimum, works of public art shall:
- A. Be created by an artist, as defined in [Section 2.2](#);
 - B. Demonstrate excellence in aesthetic quality, workmanship, innovation and creativity;
 - C. Be appropriate in size, scale, and form, and of materials or a media suitable for the site;
 - D. Demonstrate feasibility in terms of budget, timeline, safety, durability, operation, maintenance, conservation, security, storage, and siting;
 - E. Bring diversity to the existing collection of public art in the City, in terms of media, artistic discipline, or artistic approach;
 - F. Reinforce the City's placemaking goals by reflecting and promoting the City's identity or the identity of individual neighborhoods or business districts within the City; and
 - G. Be consistent with public art guidelines as may be adopted by the City of Farmington Hills.
6. Exemptions. The Planning Commission may waive, or partially waive, the public art requirement upon finding one or more of the following conditions apply:
- A. There is no feasible location on the subject property from which a work of art can be plainly and wholly seen by the public;
 - B. The present or any planned land use of the subject property is such that placement of a work of art, in any media, on the property would be destructive to the work of art due to the activities related to the land use;
 - C. The property is already fully developed in such a way that there is no location on the site for public art;
 - D. Projects where the applicant donates funds equivalent to the amount required in [Section 34-5.21.3](#) to a public art fund established by City Council;
 - E. Projects where the applicant chooses to partially exempt a project from the public art requirement of this section to the extent the applicant chooses to donate funds less than the amount required in [Section 34-5.21.3](#) to a public art fund established by City Council, in which case the budget required for public art shall be reduced by a corresponding amount; or
 - F. Projects where all of the residential dwellings are non-subsidized and affordable for rent or purchase to residents earning less than 120% of area median income, based on current US Census data, and as agreed to in a development agreement between the applicant and the City of Farmington Hills.
 - G. Projects where the application of this requirement would constitute a governmental taking or otherwise be contrary to law under the particular facts and circumstances of that case, as determined by the Planning Commission, under the particular facts and circumstances of that case as explained in detail by the applicant as part of its application for site plan approval. The Planning Commission may request additional information from the applicant or property owner, if it determines that insufficient information is provided by them to make a determination. The applicant and property owner have all appeal rights as would otherwise be applicable to the determination of the Planning Commission.

7. Installation and Maintenance.

- A. The total allocation as established pursuant to subsection in Section 34-5.21.2.C. may be held as a Guarantee for Improvements as provided in [Section 34-7.2](#). In addition:
- i. Maintenance shall be the responsibility of the owner of the property in addition to the established allocation.
 - ii. Failure to install the public art as required by this subparagraph and in accordance with the approved site plan shall result in denial of a certificate of occupancy.
 - iii. In instances where circumstances beyond the reasonable control of the property owner or developer impede timely installment of the public art (including, without limitation, weather, delay in creation or fabrication of the public art, or delivery of the public art), the guarantee for improvements referenced above shall be deposited with the City and held to ensure installation and compliance with this section in accordance with a schedule established by the City Planner.
 - iv. In the event the public art is not fully installed within the period of time as established by the City Planner, the public art guarantee shall be forfeited to the City.
 - v. Failure to properly maintain the public art in accordance with the approved site plan is a violation of the zoning code and subject to enforcement pursuant to provisions of [section 34-7.13](#) of this chapter.
- B. Public art required by this section shall be kept in good repair, free from refuse and debris. If public art becomes damaged or falls into disrepair, it shall be cleaned, repaired, or replaced with public art that complies with this section and is approved as an amendment to the site plan, within thirty (30) days after written notice from the city or within an extended reasonable time period as specified on such notice if necessary to accommodate replacement of the public art.

- C. In the event the owner of the property wishes to remove the on-site public art, the City must be notified in writing prior to its removal. The property owner will be required to replace the public art with public art of equal or greater value. The replacement artwork will follow the process outlined in this section.

Δ Ord. No. C-7-2025



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 10/12/2026

DEPT: SPECIAL SERVICES - GOLF DIVISION

RE: PURCHASE OF NEW RAIN BIRD IRRIGATION PAR+ES SATELLITES (15) AND CIRRUS PRO CENTRAL CONTROL

ADMINISTRATIVE SUMMARY

- The proposed purchase of 15 new Rain Bird PAR+ES irrigation satellites and a Cirrus Pro Central Control Station will replace the existing, outdated irrigation control system serving the entire golf course. The current satellites have reached the end of their service life, and many replacement components are no longer available, making continued maintenance increasingly difficult and costly.
- The new irrigation satellites will utilize current 900 MHz radio technology to provide more reliable communication and improved system performance. They will also provide increased station capacity, allowing for individual sprinkler control and more precise irrigation management. This improved control will help optimize water usage, reduce unnecessary irrigation, and minimize water waste throughout the golf course.
- In addition, the central control system will be upgraded to Rain Bird's latest Cirrus Pro software, providing staff with enhanced monitoring and control capabilities to further improve irrigation efficiency and water management. The purchase also includes a three-year Global Service Plan (GSP), providing software and hardware support and helping ensure the system remains reliable and operational following installation.
- SiteOne Landscape Supply is currently the exclusive distributor in the state of Michigan for selling Rain Bird products. A one-year warranty for all parts was required as part of the specifications from the start-up time. A one-year warranty for all labor was required as part of the specifications from the time of start-up. The central control station and interface have an unlimited warranty if the user is current with GSP annual plan.
- Funding for this equipment package is budgeted through the Special Services Capital Improvement Fund.

RECOMMENDATION

- IT IS RESOLVED, the City Council authorizes the Acting City Manager to issue a purchase order in the amount of \$126,059.79 for these Rain Bird PAR+ES Satellites (15) and Cirrus Pro Central Control, to SiteOne Landscape Supply as the exclusive distributor in the state of Michigan.

Prepared by:	Jim Priebe, Golf Course Supervisor
Reviewed by:	Michelle Aranowski, Director of Central Services
Reviewed by:	Ted Davis, Director of Special Services
Approved by:	Karen Mondora, Acting City Manager



CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 10/12/2026

DEPT: SPECIAL SERVICES

RE: AWARD OF BID FOR T-SHIRT IMPRINTING AND GARMENT EMBROIDERY

ADMINISTRATIVE SUMMARY

- Invitations to bid were advertised, available on the Michigan Inter-Governmental Trade Network (MITN) e-procurement site, publicly opened, and read aloud on Wednesday, September 9, 2026, for T-Shirt Printing and Garment Embroidery. Notification was sent to four hundred sixty (460) vendors, (including one hundred ninety-one (191) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled) with nine (9) responding. We received zero (0) "No-Bids."
- The specifications for imprinting shirts call for shirts to be silk-screened on the front with one (1) color ink determined by each department. All artwork costs, screen costs and set-up costs are included in the per shirt price. Separation of shirts, as directed by the city and delivery is also included. Adding long sleeves, sweatshirts, colors, numbers and printing on the backside of the shirts are available as alternates.
- The specifications for embroidering garments call for a percentage off the retail price for miscellaneous garments such as polo shirts, jackets and sweatshirts. Items are to be embroidered in one spot with a basic logo (up to 7,001 stitches) of the garment, in multiple colors as determined by each department. All artwork, set-up and delivery costs are included in the discount price. Separation of shirts, as directed by the city and delivery is also included. Increasing the stitch count for the logo or adding an additional name or logo in another area of the garment was bid as alternates.
- This bid will accommodate all imprinting and garment embroidery required by the City. This will include regular and seasonal uniforms (t-shirts, sweatshirts, polo shirts, jackets & hats) for the Fire Department, DPW and Special Services personnel as well as t-shirts for General Government, Parks and Recreation and Police Programs. Most of the costs for imprinted shirts are for Special Services programs, which are provided by participant registration fee. Approximately \$55,000 was spent on shirts in fiscal 2025-26; approximately 70% of the purchase was for programs and 30% was for staff usage.
- City staff evaluated all bids based on unit pricing as determined by a sampling of recent orders. The sampling totals table is attached. Staff reviewed the apparent low bidders to determine their product quality, industry knowledge & understanding of municipal agreements. Staff determined that SP Designs and Mfg., Inc. was the lowest qualified bidder for all services. City staff obtained a sample embroidered garment and was satisfied with the garment & embroidery quality. In addition, staff contacted their references and found current customers are pleased with their performance. City staff is confident in the ability of the vendor to perform this service.
- Funding for this contract is budgeted in Departmental Accounts on an annual basis.

RECOMMENDATION

IT IS RESOLVED that the City Council of Farmington Hills authorizes the Acting City Manager to issue a budgeted purchase order to SP Designs and Mfg., Inc. for the next three (3) years at an estimated annual amount of \$70,000 per year and for an additional



CITY MANAGER’S REPORT TO
MAYOR AND COUNCIL

three (3) one (1) year extensions upon mutual consent of the City and SP Designs and Mfg., Inc.

#

Prepared by:

Art Walker, Senior Buyer

Prepared by:

Brian Moran, Deputy Director

Reviewed by:

Michelle Aranowski, Director of Central Services

Reviewed by:

Ted Davis, Director of Special Services

Approved by:

Karen Mondora, Acting City Manager

BID TABULATION EVALUATION

					TOTAL	% Increase per year to extend after 3rd year	
Company Name	CITY/STATE	SS	DPW	FIRE	EVALUATION		Notes
Ark Screen Printing	Colorado Springs, CO	\$ 2,534.75	\$ 1,837.50	\$ 2,609.35	\$ 6,981.60	4%	Municipal References - None. Delivery 14 days after artwork.
Impressive Promotional Products, LLC	Clawson, MI	\$ 1,828.00	\$ 1,324.20	\$ 2,159.25	\$ 5,311.45	5%	Municipal References •City of Farmington Hills, •City of Rochester Hills, •City of Southfield. Delivery 12 days after artwork.
*Bienali Promotions, LLC	Highland Park, IL	\$ 299.40	\$ 222.77	\$ 665.21	\$ 1,187.38	0%	*Pricing not provided for most T-Shirt quantities. Therefore, Tshirt Total not included in the evalation. Municipal References •Chicago, IL, •Mercer County NJ, •Buffalo NY. No delivery time specified.
Eleven11 Inc.	Baltimore, MD	\$ 1,958.75	\$ 1,437.60	\$ 1,863.75	\$ 5,260.10	3%	Municipal References - •City of Eden, NC. Delivery 14 days after artwork.
PrintPro Plus	Dallas, TX	\$ 1,160.88	\$ 1,063.14	\$ 1,627.50	\$ 3,851.52	3%	Municipal References - None Provided. Delivery 14 days after artwork.
**Seaside Companies	Millsboro, DE	\$ 1,564.16	\$ 1,348.20	\$ 1,258.95	\$ 4,171.31	5%	**Retail prices were not provided. Therefore, embroidery totals are NOT included in the evaluation. Municipal References - •Town of Narraganesett, RI, South Hampton Public School. •NY City of Gallup, NM. Delivery 30 days after artwork.
SP Designs & Mfg.	Cape Coral, FL	\$ 1,389.29	\$ 841.14	\$ 1,389.10	\$ 3,619.53	3%	Municipal References - •City of Lansing, MI, •City of Ann Arbor, MI •City of Wentsville, MO. Delivery 14 days after artwork.
Unifirst Corporate Apperal Direct	Owensboro, KY	\$ 1,822.33	\$ 2,195.70	\$ 2,809.16	\$ 6,827.19	3%	Municipal References - •Philadelphia Parking Authority, City of Philadelphia, •City of Tulsa. Delivery 10 days after artwork.
Empire Printing	Springfield, MO	\$ 1,235.32	\$ 940.50	\$ 1,580.05	\$ 3,755.87	0%	Municipal References - •Springfield Public Schools, Town of Perintopn, NY •Great Parks of Hamilton County, OH. No delivery time specified.
We sent out notification to 460 vendors. We received zero (0) "No Bids."							
*Non-Responsive. Most T-shirt pricing not provided							
**Non-Responsive. Retail discounts not provided. Embroidery totals not included.							



CITY MANAGER'S REPORT TO
MAYOR AND COUNCIL

T Shirt with Imprint																
		YS	YS	YS	YS	YS	YM	YM	YM	YM	YM	YL	YL	YL	YL	YL
Company Name	CITY/STATE	1-12	13-60	61-108	109-144	145+	1-12	13-60	61-108	109-144	145+	1-12	13-60	61-108	109-144	145+
Ark Screen Printing	Colorado Springs, CO	\$ 18.35	\$ 12.55	\$ 8.75	\$ 8.30	\$ 8.25	\$ 18.35	\$ 12.55	\$ 8.75	\$ 8.30	\$ 8.25	\$ 18.35	\$ 12.55	\$ 8.75	\$ 8.30	\$ 8.25
Impressive Promotional Products, LLC	Clawson, MI	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50
Bienali Promotions, LLC	Highland Park, IL	No bid	No bid	\$ 7.88	No bid	No bid	No bid	No bid	\$ 7.88	No bid	No bid	No bid	No bid	\$ 7.88	No bid	No bid
Eleven11 Inc.	Baltimore, MD	\$ 12.00	\$ 8.00	\$ 7.00	\$ 6.25	\$ 5.75	\$ 12.00	\$ 8.00	\$ 7.00	\$ 6.25	\$ 5.75	\$ 12.00	\$ 8.00	\$ 7.00	\$ 6.25	\$ 5.75
PrintPro Plus	Dallas, TX	\$ 4.49	\$ 4.40	\$ 4.35	\$ 4.25	\$ 4.05	\$ 4.49	\$ 4.40	\$ 4.35	\$ 4.25		\$ 4.49	\$ 4.40	\$ 4.35	\$ 4.25	
Seaside Companies	Millsboro, DE	\$ 9.18	\$ 8.42	\$ 8.03	\$ 7.26	\$ 6.88	\$ 9.18	\$ 8.42	\$ 8.03	\$ 7.26	\$ 6.88	\$ 9.18	\$ 8.42	\$ 8.03	\$ 7.26	\$ 6.88
SP Designs & Mfg.	Cape Coral, FL	\$ 4.38	\$ 4.03	\$ 3.63	\$ 3.48	\$ 3.32	\$ 4.38	\$ 4.03	\$ 3.63	\$ 3.48	\$ 3.32	\$ 4.38	\$ 4.03	\$ 3.63	\$ 3.48	\$ 3.32
Unifirst Corporate Apperal Direct	Owensboro, KY	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44	\$ 6.44
Empire Printing	Springfield, MO	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23
T Shirt with Imprint																
		AS	AS	AS	AS	AS	AM	AM	AM	AM	AM	AL	AL	AL	AL	AL
Company Name	CITY/STATE	1-12	13-60	61-108	109-144	145+	1-12	13-60	61-108	109-144	145+	1-12	13-60	61-108	109-144	145+
Ark Screen Printing	Colorado Springs, CO	\$ 18.80	\$ 12.95	\$ 9.15	\$ 8.70	\$ 8.70	\$ 18.80	\$ 12.95	\$ 9.15	\$ 8.70	\$ 8.70	\$ 18.80	\$ 12.95	\$ 9.15	\$ 8.70	\$ 8.70
Impressive Promotional Products, LLC	Clawson, MI	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50
Bienali Promotions, LLC	Highland Park, IL	No bid	No bid	\$ 7.88	No bid	No bid	No bid	No bid	\$ 7.88	No bid	No bid	No bid	No bid	\$ 7.88	No bid	No bid
Eleven11 Inc.	Baltimore, MD	\$ 12.00	\$ 8.00	\$ 7.00	\$ 6.25	\$ 5.75	\$ 12.00	\$ 8.00	\$ 7.00	\$ 6.25	\$ 5.75	\$ 12.00	\$ 8.00	\$ 7.00	\$ 6.25	\$ 5.75
PrintPro Plus	Dallas, TX	\$ 5.99	\$ 5.89	\$ 5.79	\$ 5.75	\$ 5.53	\$ 5.99	\$ 5.89	\$ 5.79	\$ 5.75	\$ 5.53	\$ 5.99	\$ 5.89	\$ 5.79	\$ 5.75	\$ 5.53
Seaside Companies	Millsboro, DE	\$ 9.28	\$ 8.51	\$ 8.12	\$ 7.35	\$ 6.97	\$ 9.28	\$ 8.51	\$ 8.12	\$ 7.35	\$ 6.97	\$ 9.28	\$ 8.51	\$ 8.12	\$ 7.35	\$ 6.97
SP Designs & Mfg.	Cape Coral, FL	\$ 4.64	\$ 4.29	\$ 3.89	\$ 3.74	\$ 3.58	\$ 4.64	\$ 4.29	\$ 3.89	\$ 3.74	\$ 3.58	\$ 4.64	\$ 4.29	\$ 3.89	\$ 3.74	\$ 3.58
Unifirst Corporate Apperal Direct	Owensboro, KY	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19
Empire Printing	Springfield, MO	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23
T Shirt with Imprint																
		AXL	AXL	AXL	AXL	AXL	AXXL	AXXL	AXXL	AXXL	AXXL	AXXXL	AXXXL	AXXXL	AXXXL	AXXXL
Company Name	CITY/STATE	1-12	13-60	61-108	109-144	145+	1-12	13-60	61-108	109-144	145+	1-12	13-60	61-108	109-144	145+
Ark Screen Printing	Colorado Springs, CO	\$ 18.80	\$ 12.95	\$ 9.15	\$ 8.70	\$ 8.70	\$ 21.70	\$ 15.85	\$ 12.05	\$ 11.60	\$ 11.55	\$ 24.35	\$ 18.55	\$ 14.75	\$ 14.30	\$ 14.25
Impressive Promotional Products, LLC	Clawson, MI	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50
Bienali Promotions, LLC	Highland Park, IL	No bid	No bid	\$ 7.88	No bid	No bid	No bid	No bid	\$ 8.88	No bid	No bid	No bid	No bid	\$ 10.88	No bid	No bid
Eleven11 Inc.	Baltimore, MD	\$ 12.00	\$ 8.00	\$ 7.00	\$ 6.25	\$ 5.75	\$ 14.00	\$ 10.00	\$ 9.00	\$ 8.25	\$ 7.75	\$ 15.00	\$ 11.00	\$ 10.00	\$ 9.25	\$ 8.75
PrintPro Plus	Dallas, TX	\$ 5.99	\$ 5.89	\$ 5.79	\$ 5.75	\$ 5.53	\$ 6.99	\$ 6.89	\$ 6.79	\$ 6.75	\$ 6.53	\$ 8.99	\$ 8.89	\$ 8.79	\$ 8.75	\$ 8.53
Seaside Companies	Millsboro, DE	\$ 9.28	\$ 8.51	\$ 8.12	\$ 7.35	\$ 6.97	\$ 12.72	\$ 11.95	\$ 11.57	\$ 10.80	\$ 10.42	\$ 15.29	\$ 14.52	\$ 14.14	\$ 13.37	\$ 12.98
SP Designs & Mfg.	Cape Coral, FL	\$ 4.64	\$ 4.29	\$ 3.89	\$ 3.74	\$ 3.58	\$ 5.96	\$ 5.61	\$ 5.21	\$ 5.06	\$ 4.90	\$ 7.90	\$ 7.55	\$ 7.15	\$ 7.00	\$ 6.84
Unifirst Corporate Apperal Direct	Owensboro, KY	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19	\$ 8.19
Empire Printing	Springfield, MO	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 7.23	\$ 7.23	\$ 7.23	\$ 7.23	\$ 7.23	\$ 8.23	\$ 8.23	\$ 8.23	\$ 8.23	\$ 8.23
ALTERNATES for T Shirt with Imprint																
		ALT A	ALT B	ALT C	ALT D	ALT E	ALT F	ALT G	ALT H							
Company Name	CITY/STATE	Long sleeve	Additional Side Imprint	Additional Side-various #'s for sport teams	Additional Colors	Change shirts to a 100% cotton option	Change shirts to a 100% polyester option	Change shirts to a pocket t-shirt option	Change t-shirts to a sweatshirt option with imprint							
Ark Screen Printing	Colorado Springs, CO	\$ 6.65	\$ 1.60	\$ 2.00	\$ 1.40	\$ -	\$ 6.45	\$ 2.30	\$ 10.40							
Impressive Promotional Products, LLC	Clawson, MI	\$ 4.00	\$ 2.00	\$ 3.00	\$ 1.00	\$ 1.00	\$ 3.00	\$ 3.00	\$ 8.50							
Bienali Promotions, LLC	Highland Park, IL	\$ 6.00	\$ 1.80	\$ 1.80	\$ 0.75	\$ 1.00	\$ -	\$ 5.00	\$ 6.00							
Eleven11 Inc.	Baltimore, MD	\$ 3.00	\$ 1.50	\$ 2.50	\$ 1.00	\$ -	\$ 2.00	\$ 3.00	\$ 8.00							
PrintPro Plus	Dallas, TX	\$ 3.50	\$ 1.00	\$ 1.00	\$ -	\$ -	\$ 1.50	\$ 2.25	\$ 3.75							
Seaside Companies	Millsboro, DE	\$ 1.25	\$ 0.50	\$ 20.00	\$ 1.50	\$ 0.50	\$ 1.50	\$ 1.00	\$ 6.00							
SP Designs & Mfg.	Cape Coral, FL	\$ 2.45	See Attach	\$1.50-\$2.50	See Attach	\$ -	\$ 1.10	\$ 2.35	\$ 5.50							
Unifirst Corporate Apperal Direct	Owensboro, KY	\$ 3.10	\$ 2.75	\$ 2.75	\$ -	\$ 0.50	\$ 2.50	\$ 2.10	\$ 6.00							
Empire Printing	Springfield, MO	\$ 3.39	\$ 0.75	\$ 2.00	\$ 0.25	\$ -	\$ 2.29	\$ 3.91	\$ 5.94							



CITY MANAGER’S REPORT TO
MAYOR AND COUNCIL

ALTERNATES - Embroidering Misc. Shirt, Sweatshirts & Jackets

Company Name	CITY/STATE	ALT F Increase stitch count	ALT G Additional logo or name
Ark Screen Printing	Colorado Springs, CO	\$5.00	\$5.00
Impressive Promotional Products, LLC	Clawson, MI	\$3.50	\$5.00
Bienali Promotions, LLC	Highland Park, IL	\$2.00	\$3.00
Eleven11 Inc.	Baltimore, MD	---	\$5.00
PrintPro Plus	Dallas, TX	\$2.00	\$3.50
Seaside Companies	Millsboro, DE	\$1.00	\$10.00
SP Designs & Mfg.	Cape Coral, FL	No Charge	\$2.50-\$3.50
Unifirst Corporate Apparel Direct	Owensboro, KY	\$2.00	\$2.75
Empire Printing	Springfield, MO	\$2.00	\$3.50

Company Name	CITY/STATE	% Increase beginning year 4	Extend to MITN
Ark Screen Printing	Colorado Springs, CO	4%	Yes
Impressive Promotional Products, LLC	Clawson, MI	5%	Yes
Bienali Promotions, LLC	Highland Park, IL	0%	Yes
Eleven11 Inc.	Baltimore, MD	3%	Yes
PrintPro Plus	Dallas, TX	3%	Yes
Seaside Companies	Millsboro, DE	5%	Yes
SP Designs & Mfg.	Cape Coral, FL	3%	Yes
Unifirst Corporate Apparel Direct	Owensboro, KY	3%	Yes
Empire Printing	Springfield, MO	0%	Yes

**MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL SPECIAL MEETING
CITY HALL – COUNCIL CHAMBER
SEPTEMBER 26, 2026 – 9:00 AM**

The special meeting of the Farmington Hills City Council was called to order by Mayor Rich at 9:05AM.

Councilmembers Present: Aldred, Boleware, Bridges, Dwyer, Knol, Rich and Starkman

Councilmembers Absent: None

Others Present: City Clerk Lindahl, Director Brown, City Attorney Joppich and Anne Lewis, Senior Manager – Raftelis

APPROVAL OF SPECIAL MEETING AGENDA

MOTION by Bridges, support by Starkman, to approve the special meeting agenda as published.

MOTION CARRIED 7-0.

REVIEW OF MEETING PROCEDURES

Anne Lewis, Senior Manager with Raftelis, provided an overview of the interview process, including the timing of each interview, the rotation of Councilmembers asking questions, and the time allotted for candidates to ask questions and provide closing statements.

INTERVIEWS OF CANDIDATES FOR CITY MANAGER (SCHEDULED TIMES BELOW):

Council conducted interviews of the three candidates for City Manager. Interview questions addressed municipal finance and budget management, economic development experience, the council-manager relationship, leadership and management approach, communication style, organizational priorities, and other matters related to the position.

Candidates Interviewed: 9:15 AM: Nathan Burd, 10:30 AM: Karen Mondora and 11:45 AM: Paul Brake.

PUBLIC COMMENT

Pam Gerald, resident, provided support for Karen Mondora.

CONSIDERATION OF EXTENDING A CONDITIONAL OFFER OF EMPLOYMENT

Following the interviews, Council discussed the candidates for the City Manager position, including their qualifications, experience, and responses provided during the interview process.

Council noted that each candidate brought distinct strengths. One candidate was recognized for strong budgeting expertise, while another was praised for their level of preparation and readiness to discuss the role substantively. Karen Mondora drew notable positive feedback for her thorough preparation, her references to the city's strategic plan and mission statement, her communication record with the Council, and her detailed documentation of past accomplishments.

Council members acknowledged that the interviews represented only one component of a broader evaluation, with resumes, relevant experience, and overall qualifications also factoring into their assessments.

MOTION by Dwyer, support by Boleware, that the City Council of Farmington Hills hereby extends a conditional offer of employment for the position of Farmington Hills City Manager to Karen Mondora under City Charter Section 3.07 subject to the following: 1) Background and Reference checks and 2) City Council approval of an employment agreement to be presented to City Council at a future meeting.

Roll Call Vote:

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

MOTION CARRIED 7-0.

City Attorney Joppich noted that a motion was needed to cancel the Special City Council Meeting scheduled for Sunday, September 27, 2026, as a second round of interviews was no longer necessary.

MOTION by Starkman, support by Bridges, that the City Council of Farmington Hills hereby cancels the Special City Council Meeting scheduled for September 27, 2026.

MOTION CARRIED 7-0.

CONSIDERATION OF AUTHORIZING THE MAYOR AND CITY ATTORNEY TO INITIATE DISCUSSIONS WITH THE SUCCESSFUL CANDIDATE AND PREPARE AN EMPLOYMENT AGREEMENT TO BE PRESENTED TO CITY COUNCIL FOR APPROVAL

MOTION by Aldred, support by Knol, that the City Council of Farmington Hills hereby authorizes the Mayor and City Attorney to initiate discussions with the successful candidate and prepare an employment agreement to be presented to City Council for approval.

Roll Call Vote:

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

MOTION CARRIED 7-0.

PUBLIC COMMENT

There were no further public comments.

ADJOURNMENT

The special meeting adjourned at 1:26pm.

Respectfully submitted,

Carly Lindahl, City Clerk

**MINUTES
CITY OF FARMINGTON HILLS
FARMINGTON HILLS CITY COUNCIL
STUDY SESSION
CITY HALL – COMMUNITY ROOM
SEPTEMBER 28, 2026 – 6:00PM**

The study session of the Farmington Hills City Council was called to order by Mayor Rich at 6:01pm.

Councilmembers Present: Aldred, Bridges, Dwyer, Knol, Rich and Starkman

Councilmembers Absent: Boleware

Others Present: Acting City Manager Mondora, City Clerk Lindahl, Director Kettler-Schmult and City Attorney Joppich

REVIEW OF THE PUBLIC ART REQUIREMENT GUIDELINES AND PROCEDURES

Acting City Manager Mondora reported that staff had successfully completed the public art guidelines and procedures within the target timeline established at the ordinance's adoption. The guidelines implement the previously adopted zoning ordinance requiring public art in special planning areas and PUDs for construction projects valued at \$2,000,000 or more.

Director of Planning and Community Development Charmaine Kettler-Schmult presented the guidelines, noting that staff planner Kirsten Mellum served as the primary point of contact throughout the process. The guidelines address design, application, approval, installation, maintenance, and enforcement, and are accompanied by a flowchart and a numerical evaluation criteria matrix to assist the Arts Commission in its reviews. The evaluation matrix covers artistic merit, site and place-making appropriateness, public visibility, materials and durability, maintenance, safety, and community value.

Councilmember Aldred inquired about prohibited content provisions, noting that the city's mural policy contains explicit restrictions. City Attorney Joppich clarified that, unlike city-commissioned murals, the public art covered by these guidelines is installed on private property by private developers, creating a First Amendment intersection that limits the city's ability to restrict content. The guidelines therefore establish positive, place-making-oriented criteria rather than prohibitions. Council concurred with this approach and expressed confidence in the Arts Commission's judgment.

Councilmember Boleware raised the question of what process would apply if a property owner declined to select an artist. Director Kettler-Schmult confirmed that the ordinance requires the property owner to make the selection, but that staff and the Arts Commission can provide resources and referrals. Council directed that language be added to the policy to reflect this.

Arts Commission Co-Chair Lesa Ferencz and Commissioner Ted Hadfield were present and provided context on the commission's background and expertise. It was noted that the Arts Commission, a joint body of Farmington and Farmington Hills with eleven members, has not previously held formal review authority; this program represents a new and expanded role.

City Attorney Joppich outlined the path forward. The guidelines will be placed on a regular City Council agenda for formal approval, with one modification: an asterisk will be added to the Stage 1 bullet point regarding engagement of a qualified artist or art consultant to note that applicants may request the assistance of city staff in identifying possible artists or art consultants.

DISCUSSION REGARDING WILDLIFE-RELATED MATTERS

Acting City Manager Mondora presented two sub-items under this agenda item.

Public Act 86 — Wildlife Feeding Ordinance

Acting City Manager Mondora reported that the Michigan Legislature had amended Public Act 86 earlier in the year, which now permits residents to feed wildlife within certain parameters — specifically, within 300 feet of a residence and with no more than two gallons of feed at a time. As a result, the city's existing wildlife feeding prohibition ordinance requires attention. Three options were presented to Council: (1) take no action, which was not recommended; (2) advocate at the state level for legislative changes; or (3) amend the city's existing ordinance to incorporate the parameters of Public Act 86. City Attorney Joppich further noted a fourth option: rescind the city's existing ordinance entirely, which may be the most practical course given the enforceability challenges.

Director Kettler-Schmult provided context, noting that over the past six years, the city has received approximately 14 wildlife feeding complaints that were formally investigated. Since Public Act 86 took effect at the end of July, approximately eight additional calls have been received — a mix of complaints about neighbors feeding wildlife and inquiries about what the new law permits.

Council debated the merits of rescission versus ordinance amendment and ultimately reached consensus in favor of rescission.

The question was raised whether HOA restrictions on wildlife feeding might still be enforceable against state law, City Attorney Joppich agreed to research and issue a memo to Council on the question.

Proposed Wildlife Commission

Acting City Manager Mondora presented a follow-up to the February 2026 City Council goal session, at which interest was expressed in potentially establishing a wildlife commission. She summarized research conducted on comparable commissions in other communities, including Southfield, Rochester Hills, Warren, and Ann Arbor.

Acting City Manager Mondora further noted that since February, the city had expanded its public education and outreach efforts and had contracted with the USDA to share a joint wildlife biologist with the City of Southfield and the City of Farmington which is to begin work in October. She recommended that Council consider waiting to evaluate the effectiveness of the wildlife biologist before deciding whether to establish a commission and stressed the importance of defining a clear mission for any such body before moving forward.

Councilmember Bridges expressed support for the concept of a wildlife commission, citing Farmington Hills' unique combination of natural features particularly conducive to wildlife. He noted that a properly structured commission could serve as a vehicle for raising awareness of the city's ecological character, advising Council on wildlife-adjacent development impacts, and providing institutional support for the city's deer management program and other wildlife-related matters. He agreed with the recommendation to wait for the wildlife biologist to come on board before proceeding.

Councilmember Starkman agreed with the recommendation to wait, while expressing enthusiasm for the eventual concept. He emphasized the importance of balancing commission membership between community members and individuals with scientific or veterinary backgrounds, echoing a point

previously made by Acting City Manager Mondora, who cautioned that an overly emotional commission without a defined mission risked devolving into recurring debates rather than productive advisory work.

Councilmember Dwyer recommended tabling the matter for approximately one year, allowing time for the wildlife biologist to become established, for additional benchmarking of existing commissions, and for the development of a proper structure and clear mission before any commission is formally created.

Councilmember Aldred concurred, noting that the commissions reviewed had largely been established to address the question of whether to conduct a deer cull — a decision the city has already made — and that a compelling new mission would need to be identified before formation.

Former City Naturalist and Farmington Hills resident Joe Dereck addressed the Council. Mr. Dereck, who served as the city's naturalist for 15 years and has lectured, broadcast, and written about nature and wildlife since 1977, spoke to the breadth of wildlife present in Farmington Hills, including bobcats, coyotes, red fox, mink, diverse snake species, rare bird species such as the pileated woodpecker, an endangered fish species found in city waterways, and a self-sustaining butterfly population at the northernmost edge of its range. He emphasized the importance of public education regarding wildlife and expressed support for the formation of a wildlife commission, noting that knowledgeable, well-rounded members could serve as a valuable resource for residents and city leadership alike, preventing the commission from becoming mired in contentious debates.

The Council expressed appreciation for Mr. Dereck's expertise and agreed that the incoming wildlife biologist should be introduced to Mr. Dereck's extensive institutional knowledge of the city's natural history.

ADJOURNMENT

Mayor Rich adjourned the meeting at 7:20pm

Respectfully submitted,

Carly Lindahl, City Clerk

**MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
CITY HALL – COUNCIL CHAMBER
SEPTEMBER 28, 2026 – 7:30 PM**

The regular session of the Farmington Hills City Council was called to order by Mayor Rich at 7:36PM.

Councilmembers Present: Aldred, Bridges, Dwyer, Knol, Rich and Starkman

Councilmembers Absent: Boleware

Others Present: Acting City Manager Mondora, City Clerk Lindahl, Directors Aranowski, Davis, and Kettler-Schmult, Fire Chief Unruh and City Attorney Joppich

PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Acting City Manager Karen Mondora. Mayor Rich announced that at the Special City Council meeting held on Saturday, Council voted unanimously to select Karen Mondora as the next City Manager. The Mayor and Councilmembers extended their gratitude towards Mondora for the excellent job she has done for the past 9 months as Acting City Manager.

Acting City Manager Mondora thanked the Mayor and City Council for their trust and confidence in her to lead the City's team. She stated that she is excited about what lies ahead and looks forward to opportunities for collaboration as they continue working together to make Farmington Hills the best community it can be.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Aldred, support by Starkman, that the City Council of Farmington Hills hereby approves the regular session agenda as published.

MOTION CARRIED 6-0.

ANNOUNCEMENTS/PRESENTATIONS FROM CITY BOARDS, COMMISSIONS AND PUBLIC OFFICIALS

PRESENTATION OF BREAST CANCER AWARENESS SHIRTS TO CITY COUNCIL BY THE FIRE DEPARTMENT

Firefighter James Chesney presented the 2026 Breast Cancer Awareness Shirts on behalf of the Farmington Hills Firefighters Local 2659 Firefighters Union and Farmington Hills Local Charity Fund. Shirts are available for sale and all proceeds will go to the Corewell Cancer Foundation.

CORRESPONDENCE

None.

CONSENT AGENDA

MOTION by Knol, support by Starkman, that the City Council of Farmington Hills hereby approves consent agenda item 9 as published.

Roll Call Vote:

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

Nays: NONE

Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

MOTION by Aldred, support by Dwyer, that the City Council of Farmington Hills hereby approves consent agenda items 10 and 11 as published

Roll Call Vote:

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

MOTION CARRIED 6-0-0-1.

CONSENT AGENDA ITEMS FOR DISCUSSION

None.

COUNCILMEMBERS' COMMENTS AND ANNOUNCEMENTS

Councilmember Starkman spoke about a mental health initiative partnering with the Commission on Community Health focusing on understanding the signs of escalation when a person is experiencing a mental health crisis and working to ensure that people are getting support. On October 5th, the Commission on Community Health has put together a subcommittee and will be meeting at the Costick Center at 5:00pm looking to engage more people in the community.

Mayor Rich reported on the following:

- The Activities Center Ad-Hoc Advisory Committee is meeting September 29th at 5:00pm at the Costick Center
- The Arts Gala is Friday, October 2nd at 7:00pm at The Hawk
- Farmington Hills is to participate in an Early Childhood Initiative. Part of the initiative is to attract and retain more families. This is to be supported by the National League of Cities through a grant by the Bezos Family foundation and no taxpayer dollars have been spent on this. Three things that they are going to be doing:
 - Inventory of all PreK assets and resources we have in the City
 - Quarterly community supper
 - Launch pad/pathway to Kindergarten in partnership with the YMCA, Libraries and Schools

Acting City Manager Mondora reported on the following:

- Annual Citywide Open House October 3rd from 10:00am to 3:00pm
- Tuesday, October 6th is the Total Wellness Fair hosted by the Special Services Department from 10:00am to 12:30pm at the Costick Center. This is a free community event providing residents with access to health services, educational resources, and wellness activities that include flu, COVID-19, pneumonia, RSV and other vaccinations, health screenings, assessments, door prizes, and a free lunch for adults ages 60 and over.

- Saturday October 10th, the Police Department partnered with Faith in Blue from 10:00am to 3:00pm to host a Trunk or Treat Event at the Costick Center free for anyone in the community.
- The Hawk Experience Event on October 17th from 10:00am-4:00pm includes the Michigan Maker's Market and the Detroit Final 4 Mobile Fan Jam

UNFINISHED BUSINESS

CONSIDERATION OF APPROVAL OF THE ENACTMENT OF ORDINANCE C-3-2026 TO AMEND THE CITY OF FARMINGTON HILLS CODE OF ORDINANCES, CHAPTER 12, "FIRE PREVENTION AND PROTECTION," ARTICLE II, "FIRE PREVENTION CODE," TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE; AND SUMMARY FOR PUBLICATION.

MOTION by Knol, support by Aldred, that the City Council of Farmington Hills hereby approves the ENACTMENT of Ordinance C-3-2026 to amend the City of Farmington Hills Code of Ordinances Chapter 12, "Fire Prevention and Protection," Article II, "Fire Prevention Code," to adopt the 2021 Edition of the International Fire Code; and summary for publication.

Roll Call Vote:

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

MOTION CARRIED 7-0.

CONSIDERATION OF APPROVAL OF THE ENACTMENT OF ORDINANCE C-4-2026 TO AMEND THE CITY OF FARMINGTON HILLS CODE OF ORDINANCES, CHAPTER 12, "FIRE PREVENTION AND PROTECTION," ARTICLE IV, "HAZARDOUS MATERIALS," SECTION 12-63, "HAZARDOUS MATERIALS LIST; SAFETY DATA SHEETS," TO AMEND THE CITATION FOR ACT 207 OF THE PUBLIC ACTS OF 1941; AND SUMMARY FOR PUBLICATION.

MOTION by Bridges, support by Starkman, that the City Council of Farmington Hills hereby approves the ENACTMENT of Ordinance C-4-2026 to amend the City of Farmington Hills Code of Ordinances, Chapter 12, "Fire Prevention and Protection," Article IV, "Hazardous Materials," Section 12-63, "Hazardous Materials List; Safety Data Sheets," to amend the Citation for Act 207 of the Public Acts of 1941; and summary for publication.

Roll Call Vote:

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

MOTION CARRIED 7-0.

CONSIDERATION OF APPROVAL OF THE ENACTMENT OF ORDINANCE C-5-2026 TO AMEND THE CITY OF FARMINGTON HILLS CODE OF ORDINANCES, CHAPTER 12, "FIRE PREVENTION AND PROTECTION," ARTICLE I, "IN GENERAL," SECTION 12-11, "FIRE DEPARTMENT SITE PLAN REVIEW AND DESIGN STANDARDS," TO AMEND THE STANDARDS FOR HYDRANTS, AND SECTION 12-15, "RESIDENTIAL

SMOKE ALARMS," TO REFERENCE THE CURRENT EDITION OF THE INTERNATIONAL FIRE CODE; AND SUMMARY FOR PUBLICATION.

MOTION by Dwyer, support by Aldred, that the City Council of Farmington Hills hereby approves the ENACTMENT of Ordinance C-5-2026 to amend the City of Farmington Hills Code of Ordinances, Chapter 12, "Fire Prevention and Protection," Article I, "In General," Section 12-11, "Fire Department Site Plan Review and Design Standards," to amend the standards for hydrants, and Section 12-15, "Residential Smoke Alarms," to reference the current Edition of the International Fire Code; and summary for publication.

Roll Call Vote:

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

MOTION CARRIED 7-0.

NEW BUSINESS

CONSIDERATION OF APPROVAL OF APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS.

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

Farmington Area Arts Commission

	Length of Term:	Term ending:
Andrea Weiss - Alternate	3 years	February 1, 2030

Andrea Weiss will replace the alternate vacant seat left by Craig Nowak who was elevated to full-seat member on 9/14/2026.

Commission on Children, Youth and Families

	Length of Term:	Term ending:
John Randle	Unexpired Term	February 1, 2029

John Randle will replace Alicia Valden who resigned in March 2026.

Economic Development Corporation

	Length of Term:	Term Ending:
Nicole Wells Stallworth	Unexpired Term	February 1, 2032

Nicole will fill the vacancy left by Vicki Barnett who resigned in Sept. 2026.

MOTION CARRIED 7-0.

CONSIDERATION OF APPROVAL TO EXECUTE THE SWIMMING POOL USE AGREEMENT BETWEEN THE CITY OF FARMINGTON HILLS AND THE CITY OF SOUTHFIELD. CMR 9-26-125

Special Services Director Ted Davis presented the agreement, which permits Southfield residents to use the Costick Pool during open lap and general swim times at the Farmington Hills resident rate. The City of Southfield will be billed monthly for the difference between resident and non-resident rates. Council confirmed that Farmington Hills residents' access will be prioritized and that usage will be monitored by city administration.

MOTION by Starkman, support by Knol, that the City Council of Farmington Hills hereby authorizes the Acting City Manager to execute the Swimming Pool Use Agreement between the City of Farmington Hills and the City of Southfield for the use of the Costick Activities Center Swimming Pool, located at 28600 Eleven Mile Road, Farmington Hills, MI 48336, for the term commencing September 1, 2026 through December 31, 2026, under the terms and conditions set forth in the Agreement.

MOTION CARRIED 7-0.

CONSIDERATION OF APPROVAL OF ENTERING INTO THE TIVITY HEALTH PARTNER LOCATION AGREEMENT WITH TIVITY HEALTH SERVICES, LLC, FOR PARTICIPATION OF THE HAWK IN THE SILVERSNEAKERS FITNESS PROGRAM, AT A COMPENSATION RATE OF \$3.00 PER MEMBER VISIT, NOT TO EXCEED \$30.00 PER MEMBER PER MONTH, FOR AN INITIAL TERM THROUGH JUNE 30, 2029, WITH AUTOMATIC ANNUAL RENEWALS THEREAFTER. CMR 9-26-126

Special Services Director Ted Davis presented the agreement to enroll the Hawk Community Center in the SilverSneakers fitness program, a Medicare Advantage benefit. Eligible participants would receive a full Hawk membership at no cost to them, with the City reimbursed at \$3.00 per member visit, not to exceed \$30.00 per member per month. The program is open to any eligible Medicare Advantage holder, not exclusively Farmington Hills residents. Council noted that enrollment in the Hawk membership also includes access to expanded amenities anticipated in January. The Costick Activity Center is not eligible for this program as it does not qualify as a fitness center under Tivity Health's criteria.

MOTION by Knol, support by Dwyer, that the City Council of Farmington Hills hereby authorizes the Acting City Manager to enter into the Tivity Health Partner Location Agreement with Tivity Health Services, LLC, for participation of The Hawk in the SilverSneakers Fitness Program, at a compensation rate of \$3.00 per member visit, not to exceed \$30.00 per member per month, for an initial term through June 30, 2029, with automatic annual renewals thereafter, subject to the Standard Terms and Conditions incorporate in the Agreement.

MOTION CARRIED 7-0.

CONSENT AGENDA

RECOMMENDED APPROVAL OF AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH JOHNSON CONTROLS, INC. FOR THE PURPOSE OF CONDUCTING A PRELIMINARY ENERGY PERFORMANCE CONTRACTING ANALYSIS OF THE HAWK, AT NO COST TO THE CITY. CMR 9-26-127

MOTION by Knol, support by Starkman, that the City Council of Farmington Hills hereby authorizes the Acting City Manager to enter into the Memorandum of Understanding with Johnson Controls, Inc., for the purpose of conducting a preliminary Energy Performance Contracting analysis of The

Hawk, at no cost to the City, subject to the terms and conditions set forth in the MOU, including insurance and indemnification provisions reviewed and approved by the City Attorney.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF CITY COUNCIL STUDY SESSION MINUTES OF SEPTEMBER 14, 2026.

MOTION by Aldred, support by Dwyer, that the City Council of Farmington Hills hereby approves the City Council study session minutes of September 14, 2026.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF CITY COUNCIL REGULAR SESSION MINUTES OF SEPTEMBER 14, 2026.

MOTION by Aldred, support by Dwyer, that the City Council of Farmington Hills hereby approves the City Council regular session minutes of September 14, 2026.

Roll Call Vote:

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

MOTION CARRIED 7-0.

ADDITIONS TO AGENDA

There were no additions to the agenda.

PUBLIC COMMENTS

Steven Ludwig, Farmington Hills resident, commented on community mental health and his support of the SilverSneakers program.

Lori Daro, Farmington Hills resident, commented on the proposed \$25,000,000 budget allocation for the new Costick Activity Center, arguing that the figure is insufficient given current construction costs. She urged Council to restore the budget to at least \$35,000,000. Ms. Daro suggested exploring a millage vote, bonding, corporate donations, and fundraising through a 501(c)(3).

Cynthia Persitz, Farmington Hills resident, commented on the \$25,000,000 budget allocation for the new Costick Activities Center and raised questions about the shift in the fund balance from 33% to 50% and suggested utilizing the City's existing grant writers to seek additional funding.

Pamela Gerald, Farmington Hills resident, congratulated City Manager Karen Mondora on her permanent appointment and commented on the importance of transparent and merit-based appointments to boards and commissions.

Michael Harris, Farmington Hills resident and President of his Homeowners Association, suggested that the City consider establishing a program to acknowledge and recognize homeowners who invest in beautifying their residential properties.

ADJOURNMENT

The regular session of City Council meeting adjourned at 8:25pm.

Respectfully submitted,

Carly Lindahl, City Clerk