

AGENDA
CITY COUNCIL CLOSED SESSION AND STUDY SESSION
MARCH 25, 2024 - 5:30PM
CITY OF FARMINGTON HILLS
CITY HALL – COMMUNITY ROOM
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com

**STUDY SESSION MEETING WILL BEGIN IMMEDIATELY FOLLOWING CLOSED SESSION,
NO LATER THAN 6:00PM**

1. Call to Order
2. Roll Call

CLOSED SESSION

3. Consideration of approval to enter into a closed session to discuss an employee requested review for Gary Mekjian, City Manager. (Note: Council will return to open session immediately following the closed session).

STUDY SESSION

4. Winbourne Phase 3 Presentation
5. Adjourn Study Session

Respectfully submitted,

Carly Lindahl, City Clerk

Reviewed by:

Gary Mekjian, City Manager

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

AGENDA
CITY COUNCIL MEETING
MARCH 25, 2024
REGULAR SESSION MEETING BEGINS AT 7:30 P.M.
CITY OF FARMINGTON HILLS
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com
Cable TV: Spectrum – Channel 203; AT&T – Channel 99
YouTube Channel: <https://www.youtube.com/user/FHChannel8>

REQUESTS TO SPEAK: Anyone requesting to speak before Council on any agenda item other than an advertised public hearing issue must complete and turn in to the City Clerk a blue, Public Participation Registration Form (located in the wall rack by the south door entering the council chambers). The blue Public Participation Forms do not need to be filled-out to speak during the Public Comment portion of the meeting.

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

CLOSED SESSION (5:30 P.M. Community Room– See Separate Agenda)

STUDY SESSION (Immediately following Closed Session; estimated time of 6:00 P.M. Community Room– See Separate Agenda)

REGULAR SESSION MEETING

CALL REGULAR SESSION MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Approval of regular session meeting agenda

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 6-26)

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

CONSENT AGENDA ITEMS FOR DISCUSSION

PUBLIC QUESTIONS AND COMMENTS

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

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

CITY MANAGER UPDATE

NEW BUSINESS:

2. Consideration of approval of the [First Amendment to Planned Unit Development 1, 2020](#) agreement with Farmington Hills Senior Living, L.L.C. to permit the removal of a small chapel.
3. Consideration of approval of the [INTRODUCTION of an Ordinance](#) amending the Farmington Hills Code of Ordinances, Chapter 17, "Nuisances," Article VII "Performance Standards," Section 17-101, "Noise," for purposes of adding a new subsection 17-101(e)(2) to prohibit noise, that is audible on adjacent residential

property, emanating from the engine of any parked or standing commercial truck or tractor trailer while loading or unloading, or while waiting to load or unload, its cargo, if such vehicle is parked or standing for such purposes for a period of more than twenty minutes.

4. Consideration of approval of the [INTRODUCTION of an Ordinance](#) amending the Farmington Hills Code of Ordinances, Chapter 18, "Offenses," Article V "Offenses Against Public Peace," for purposes of repealing Section 18-165, "Loading or Unloading of Trucks."
5. Consideration of approval of the INTRODUCTION of an Ordinance to authorize the conveyance of city owned property, parcel 22-23-02-153-009, to Everal Small. [CMR 3-24-23](#)

CONSENT AGENDA:

6. Recommended approval of a [Special Event Permit for the Farmington Community Library](#) to hold Food Truck Tuesdays starting May through August 2024.
7. Recommended approval of [amendments to the Rules of the City Council and Guidelines of Conduct](#).
8. Recommended approval of [Consent Judgment for a Starbucks Drive-Through at West River Shopping Center –Site Plan 60-7-2022 and Zoning Board of Appeals Case 01-230-5722](#).
9. Recommended approval of setting [budget study session meetings on May 15th and May 16th, 2024](#), at 5:00pm.
10. Recommended approval of an agreement for investment management services for operational funds with Robinson Capital for a fixed annual fee of \$50,000. [CMR 3-24-24](#)
11. Recommended approval of the Water System Advisory Council Mini Grant Agreement. [CMR 3-24-25](#)
12. Recommended approval of the 2024 High Intensity Drug Trafficking Area (HIDTA) Oakland County Subrecipient Agreement. [CMR 3-24-26](#)
13. Recommended approval of award of contract for the 2024-2025 Asphalt Replacement Program to BSI Paving for an amount not to exceed the approved fiscal year's annual budgeted amount, with extensions. [CMR 3-24-27](#)
14. Recommended approval of award of contract for the Quaker Valley Subdivision Road Reconstruction Project to Major Contracting Group Inc. in the amount of \$4,216,754.20. [CMR 3-24-28](#)
15. Recommended approval of award of bid for a Tymco 500X Street Sweeper without Broom Assist to Best Equipment Company, Inc., in the amount of \$351,245.00. [CMR 3-24-29](#)
16. Recommended approval of award of contract for the 2024 Local Roads Asphalt Rehabilitation Project – Oak Hill Estates and Oaklands Subdivision to Nagle Paving Company, in the amount of \$1,137,563.76. [CMR 3-24-30](#)
17. Recommended approval of award of proposal for repair/refurbishment of a Vilter Ammonia Compressor to Serv-Ice Refrigeration in an amount not to exceed \$20,000. [CMR 3-24-31](#)
18. Recommended approval of award of lease for Mobile Robotic Field Painter to Turf Tank in an amount not to exceed \$11,000. [CMR 3-24-32](#)
19. Recommended approval of agreement with the Michigan Department of Transportation (MDOT) for the 2024 Federal Local Safety Program. [CMR 3-24-33](#)
20. Recommended approval of an amendment to the FLOCK Safety Agreement and a Michigan Department of Transportation Resolution for the City of Farmington Hills. [CMR 3-24-34](#)

21. Recommended approval of authorization for a grant application to the Michigan Department of Transportation (MDOT) Local Bridge Program for the Tuck Road Bridge Replacement. [CMR 3-24-35](#)
22. Recommended approval of a request for employment under Section 10.01A of the City Charter for a [Lifeguard](#).
23. Recommended approval of a request for employment under Section 10.01A of the City Charter for two [Building Assistants](#).
24. Recommended approval of a request for employment under Section 10.01A of the City Charter for a [Pro Shop/Golf Cart Attendant](#).
25. Recommended approval of City Council [study session meeting minutes](#) of March 4, 2024.
26. Recommended approval of City Council [regular session meeting minutes](#) of March 4, 2024.

ADDITIONS TO AGENDA

ADJOURNMENT

Respectfully submitted,

Carly Lindahl, City Clerk

Reviewed by:

Gary Mekjian, City Manager

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



Interoffice Correspondence

DATE: March 25, 2024

TO: Gary Mekjian, City Manager

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

SUBJECT: First Amendment to Planned Unit Development (“PUD”) 1, 2020 Agreement – “The Rose Senior Living PUD” – Demolition of small chapel structure.

Please find attached the draft [PUD 1, 2020 First Amendment to the Agreement, including exhibits](#). The purpose of the draft Amended Agreement is to permit the removal of the small chapel adjacent to Catherine’s Place (attached to Costick Center).

The Planning Commission unanimously recommended approval of the draft Amendment to City Council following a public hearing on December 14, 2023 ([minutes](#)). City Council unanimously approved the PUD plan associated with the draft Agreement following a public hearing on January 22, 2024 ([minutes](#)), which just leaves the text of the draft Agreement and associated exhibits reflecting the Council approved plan to be approved by Council.

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

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

Prepared by: Erik Perdonik, City Planner

ATTACHMENTS:

- [Draft PUD 1, 2020 First Amendment to Agreement and Exhibits](#)
- [December 14, 2023, Planning Commission Public Hearing Minutes](#)
- [January 22, 2024, City Council Public Hearing Minutes](#)

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

**FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT
ROSE SENIOR LIVING PUD**

THIS FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT (the "First Amendment to Agreement"), dated this ___ day of _____, 2024, is made and entered into by and between the **CITY OF FARMINGTON HILLS**, a Michigan municipal corporation, having the address of 31555 West Eleven Mile Road, Farmington Hills, Michigan 48336, hereinafter referred to as and called the "City" and **FARMINGTON HILLS SENIOR LIVING, L.L.C.**, a Michigan Limited Liability Company, whose address is 38525 Woodward Avenue, P.O. Box 2011, Bloomfield Hills, Michigan 48303, hereinafter referred to as and called "Rose."

RECITALS:

A. Rose and the City are parties to a certain Planned Unit Development Agreement dated December 3, 2021, recorded on January 26, 2022, in Liber 57356, Page 770, Oakland County Records (the "Agreement"), pertaining to approximately 53.66 +/- acres of real property situated in the City of Farmington Hills, Oakland County, Michigan as more fully described in attached **Exhibit A** (hereinafter referred to as the "Property").

B. Rose is the fee simple owner of 19.48 acres of the Property and the remaining 34.18 acres of the Property is dedicated conservation easement.

C. The Agreement requires Rose to develop or cause to be developed approximately 15.57 acres of the Property in accordance with the terms and conditions in the Agreement (the "Development").

D. As part of the Development, Rose is required to demolish five (5) existing structures as depicted on PUD Plan, being PUD Plan 1, 2020, and to retain Catherine's Place Skilled Nursing Center building with the attached Carlow Room and Small Chapel, and the Large 500-seat Chapel.

E. Rose requested an amendment to the PUD Plan, being PUD Plan 1, 2020, to allow the demolition of the small chapel structure attached to Catherine's Place Skilled Nursing Center building for additional open space and landscaping on the Development Site.

F. On December 14, 2023, after providing notice as required by law, a public hearing on Rose’s application to amend the PUD Plan 1, 2020, including Revised Site Plan 56-6-2020, was held before the City Planning Commission. The City did not receive objections to the requested amendment.

G. The City Planning Commission recommended approval of Rose’s application to amend PUD Plan, being PUD Plan 1, 2020, and approved Revised Site Plan 56-6-2020 dated October 17, 2023, at its December 14, 2023, Planning Commission Meeting.

H. On January 22, 2024, the City Council considered and approved Rose’s proposed amendment to PUD Plan 1, 2020, including Revised Site Plan 56-6-2020, dated October 17, 2023, (hereinafter referred to as the “2023 Plan Amendment” and attached hereto as **Exhibit B**), to develop subject to certain conditions, including the approval, execution and recording of an amendment to the Agreement.

I. Pursuant to Section 7 of the Agreement and in accordance with the procedures set forth in Section 34-3.20 of the City’s Zoning Ordinance, Rose and the City desire to amend the Agreement for the purposes set forth in this First Amendment to Planned Unit Development Agreement.

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

1. All references in the Agreement to the PUD Plan, site plan, landscape plan and any other plans, elevations and surveys are hereby amended to include and shall be amended to include the 2023 Plan Amendment (attached hereto as Exhibit B).

2. Recital G of the Agreement is removed and replaced, in its entirety, by the following:

Rose has applied to the City to construct a 207-unit assisted and independent living facility on the Development Site (the “**Development**”), using the Planned Unit Development (PUD) process (“**Rose PUD**”). As part of the Development, Rose proposes to complete demolition of the existing buildings and structures on the Development Site as indicated on Demolition Sheet C-1.2 of the PUD Plan (as defined herein), as amended by Revised Site Plan 56-6-2020, dated October 17, 2023, and the existing structure on the Remaining Property. The proposed development will retain Catherine’s Place Skilled Nursing Center building with the attached Carlow Room and the Large 500-seat Chapel, with all such retained structures being labeled on Exhibit D, attached hereto (the “**Retained Structures**”).

3. Paragraph 2 of the Agreement is removed and replaced, in its entirety, by the following:

The permitted uses of the Development Site shall be for the development and operation of an assisted and independent living facility, and approved accessory uses related thereto, subject to the City’s SP-5 (Special Purpose District) Zoning Ordinance regulations, except for deviations permitted under the PUD Documents.

The Development shall retain the existing building known as Catherine's Place Skilled Nursing Center with the attached Carlow Room and the Large 500-seat Chapel on the Property.

4. Paragraph 3.h. of the Agreement is removed and replaced, in its entirety, by the following:

The complete demolition of the following buildings and foundations currently located on the Property and as indicated on Demolition Sheet C-1.2 of the PUD Plan, as amended by Revised Site Plan 56-6-2020, dated October 17, 2023, as to the Development Site and in accordance with the approved demolition plan for the existing structure on the Remaining Property (the "Demolition"), at Rose's sole cost and expense as required by this Agreement and shall commence within ninety (90) days of detachment of the Costick Center infrastructure:

1. Mercy Center
2. Mercy Court
3. McAuley Life Center
4. Physical Plant
5. The Small Chapel attached to Catherine's Place Skilled Nursing Center
6. The Provincialate Building on the Remaining Property

All debris resulting from the Demolition shall be removed, and all areas affected by the Demolition shall be graded and otherwise made safe. The Demolition shall be commenced prior to the issuance of construction permits for the assisted and independent living facility on the Development Site and shall be completed not more than twelve (12) months after the commencement of any Demolition activities. Prior to commencing the Demolition, Rose shall obtain all required shut-offs of utilities and all required permits, including detachment from the Costick Center infrastructure, as more fully described in Paragraph g., above. Demolition shall be completed in accordance with all other requirements relating to such Demolition.

5. Rose acknowledges that, at the time of the execution of this First Amendment to Planned Unit Development Agreement, Rose has not yet applied for or obtained the demolition permit that is required for the demolition allowed under this First Amendment to PUD Agreement. Rose acknowledges that such permit is required prior to the demolition of the structure allowed under this First Amendment to PUD Agreement and City ordinances may require and City may impose additional conditions other than those contained in this First Amendment to PUD Agreement during its review and approval of the demolition permit application as authorized by law. The demolition permit approved by City and any conditions imposed as part of such permit, as authorized by ordinance or other law, shall be incorporated into and made a part of this First Amendment automatically upon issuance of same and without the necessity of amending this First Amendment to PUD Agreement.
6. The exhibits attached hereto and the recital paragraphs set forth above are hereby incorporated into this First Amendment to Planned Unit Development Agreement by this reference as though fully set forth herein.

7. The parties acknowledge and agree that, except as expressly set forth in this First Amendment to Planned Unit Development Agreement; all of terms, conditions and obligations contained in the Agreement remain unchanged and are in full force and effect.
8. This First Amendment to Planned Unit Development Agreement shall be recorded at the Oakland County Register of Deeds Office.

*[Remainder of page intentionally left blank.
Signatures continued on next page.]*

FARMINGTON HILLS SENIOR LIVING, L.L.C.,

a Michigan Limited Liability Company

By:

Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this ____ day of _____, 2024, before me personally appeared _____, the _____ of Farmington Hills Senior Living, L.L.C., a Michigan Limited Liability Company, who acknowledged that he/she signed this agreement on behalf of said company.

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

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. NCS-963283-MICH, DATED OCTOBER 25, 2019, REVISION NO. 1)

LAND IN THE CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST 1/4 OF SECTION 13, TOWN 1 NORTH, RANGE 9 EAST DESCRIBED AS BEGINNING AT A POINT DISTANT N87°56'18"E 1098.15 FEET FROM SOUTHWEST SECTION CORNER, THENCE N02°39'49"W 350.19 FEET, THENCE N25°29'43"W 673.91 FEET, THENCE N76°46'20"W 352.79 FEET, THENCE N39°20'09"E 234.61 FEET, THENCE N17°14'13"E 307.50 FEET, THENCE N57°45'47"W 257.39 FEET, THENCE N32°31'54"E 309.72 FEET, THENCE N57°28'06"W 500.73 FEET, THENCE N02°45'47"W 270.45 FEET, THENCE S67°27'09"E 1131.93 FEET, THENCE ALONG A CURVE TO THE LEFT, RADIUS 2967.79 FEET, CHORD BEARS S79°37'32"E 1251.59 FEET, DISTANCE OF 1261.06 FEET, THENCE N88°13'06"E 72.12 FEET, THENCE S02°45'55"E 381.29 FEET, THENCE S87°14'05"W 392.71 FEET, THENCE S58°15'36"W 525.37 FEET, THENCE S32°06'07"E 36.58 FEET, THENCE S57°57'32"W 45.82 FEET, THENCE N32°04'00"W 69.55 FEET, THENCE S58°03'02"W 91.58 FEET, THENCE S31°56'58"E 55.26 FEET, THENCE S58°03'02"W 124.47 FEET, THENCE S31°56'58"E 181.41 FEET, THENCE S58°03'02"W 43.61 FEET, THENCE S31°40'42"E 215.11 FEET, THENCE S58°19'02"W 48.41 FEET, THENCE S00°10'36"W 555.55 FEET, THENCE S87°56'18"W 550.64 FEET TO BEGINNING.

EXHIBIT B

2023 PLAN AMENDMENT

FINAL PUD AMENDMENT PLANS FOR
ROSE SENIOR LIVING - FARMINGTON HILLS
 PART OF THE SE 1/4 OF SECTION 13, T.1N., R. 9E.,
 CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN



OWNER/APPLICANT/DEVELOPER:

EDWARD ROSE & SONS
 38525 WOODWARD AVENUE
 BLOOMFIELD HILLS, MI - 48303
 CONTACT: MARK PERKOSKI
 PHONE: (248) 686-5512
 FAX: (248) 686-5210
 EMAIL: MARK_PERKOSKI@EDWARDROSE.COM

ARCHITECT:

POPE ARCHITECTS
 1295 BANDANA BLVD N, SUITE 200
 ST. PAUL, MN 55108-2735
 CONTACT: DAN NEUDECKER
 PHONE: (715) 222-1107
 EMAIL: DNEUDECKER@POPEARCH.COM

CIVIL ENGINEER:

PEA GROUP
 1849 POND RUN
 AUBURN HILLS, MI 48326
 CONTACT: JOHN B. THOMPSON, PE
 PHONE: (248) 689-9090 EXT. 1109
 FAX: (248) 689-1044
 EMAIL: JTHOMPSON@PEAGROUP.COM

LANDSCAPE ARCHITECT:

PEA GROUP
 7927 NEMCO WAY, SUITE 115
 BRIGHTON, MI 48116
 CONTACT: LYNN WIPPLE
 PHONE: (517) 546-8583
 EMAIL: LWHIPPLE@PEAGROUP.COM

*Amend PUD 1-2020
 sp 5/6.6.2020*

Rec'd Oct 18, 2023

INDEX OF DRAWINGS:

- * COVER SHEET
- * C-1 BOUNDARY SURVEY
- * C-1.1 TOPOGRAPHIC SURVEY
- * C-1.2 PRELIMINARY DEMOLITION PLAN
- * C-2.0 PRELIMINARY SITE PLAN
- * C-3.0 PRELIMINARY GRADING PLAN
- * C-4.0 PRELIMINARY UTILITY PLAN
- * C-5.0 EXISTING DRAINAGE PLAN
- * C-6.0 PRELIMINARY DRAINAGE PLAN
- * C-7.0 WALKABILITY PLAN

- * L-1 PRELIMINARY LANDSCAPE PLAN
- * L-2 CONCEPTUAL AMENITIES
- * L-3 LANDSCAPE OVERLAY
- T-1 TREE PRESERVATION PLAN
- T-2 TREE PRESERVATION LIST
- T-3 TREE PRESERVATION LIST

- L201 PHOTOMETRIC CALCULATION SITE LIGHTING
- L202 PHOTOMETRIC CALCULATION SITE LIGHTING PARTIAL ENLARGED VIEW
- L203 PHOTOMETRIC CALCULATION SITE LIGHTING PARTIAL ENLARGED VIEW
- L204 PHOTOMETRIC CUT SHEETS
- L205 PHOTOMETRIC CUT SHEETS

* INDICATES REVISED SHEETS

NOT FOR CONSTRUCTION

NO.	DATE	BY	REVISIONS
1	01/20/20	EP	ISSUE FOR PERMITS
2	05/10/20	EP	REVISED PERMITS
3	05/10/20	EP	REVISED PERMITS
4	05/10/20	EP	REVISED PERMITS
5	05/10/20	EP	REVISED PERMITS
6	05/10/20	EP	REVISED PERMITS
7	05/10/20	EP	REVISED PERMITS



CAUTION!
 THIS DRAWING IS THE PROPERTY OF EDWARD ROSE & SONS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF EDWARD ROSE & SONS.

3 FULL WORKING DAYS BEFORE YOU DIG CALL
811
 Know what's Below
 Call before you dig
 MSS Systems, Inc.
 1-800-482-7171 www.mssdig.org



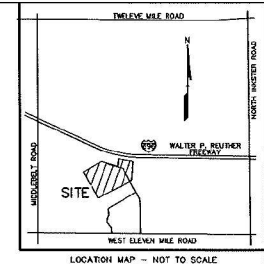
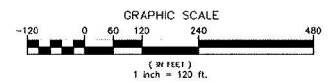
PEA, Inc.
 2430 Rochester Ct., Ste. 100
 Troy, MI 48063-8572
 T 248 689 9090
 F 248 689 1044
 www.peainc.com

EDWARD ROSE & SONS
 BLOOMFIELD HILLS, MI 48303
COVER SHEET
ROSE SENIOR LIVING
 PART OF THE SE 1/4 OF SECTION 13, T.1N., R.9E.,
 CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MI
 SHEET NO. 1001
 DATE: 05/10/20
 DESIGNED BY: JBT
 CHECKED BY: JBT
 DRAWN BY: JBT
 SCALE: AS SHOWN

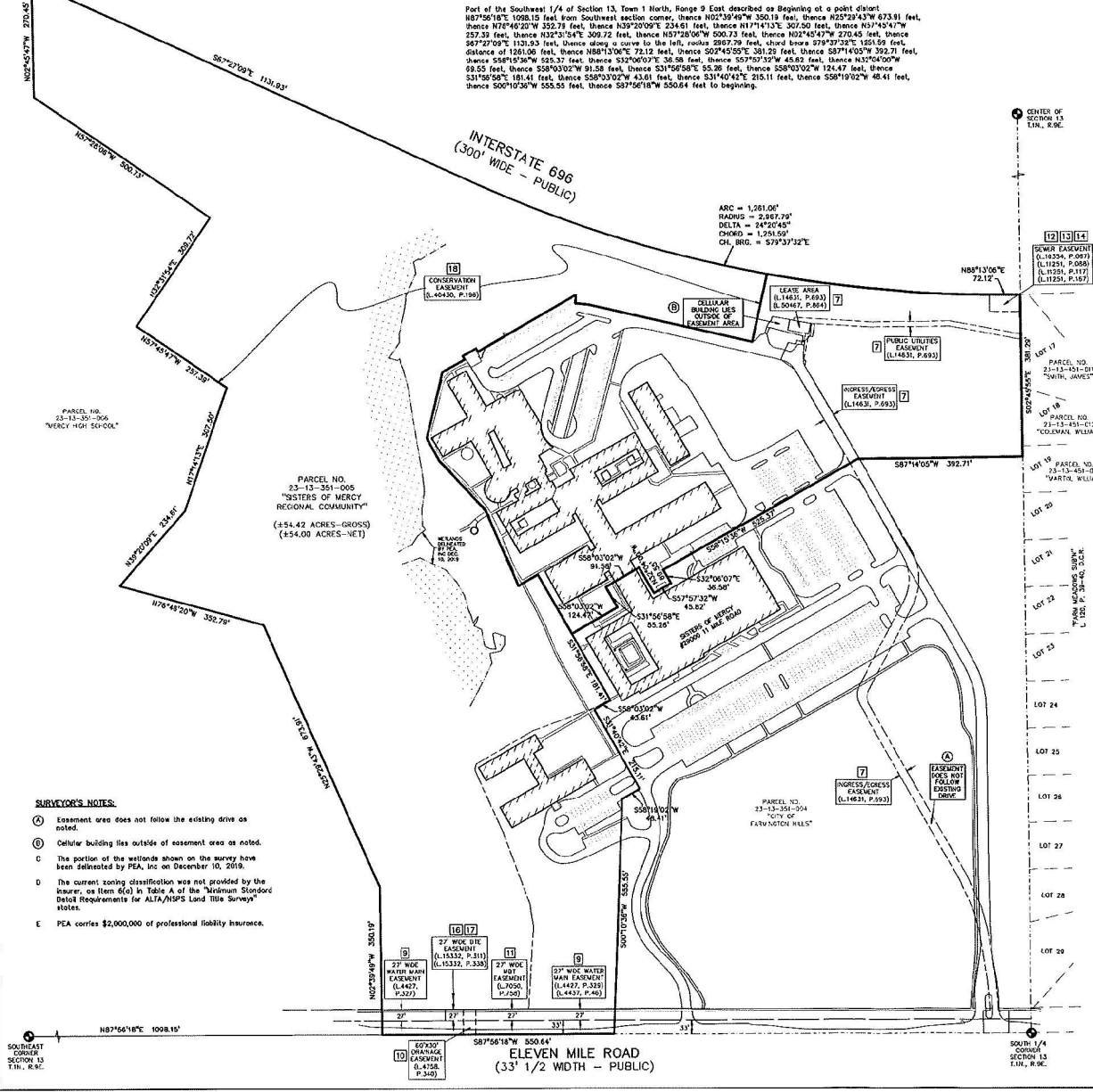
ORIGINAL ISSUE DATE:
 JUNE 17, 2023
 PEA JOB NO. 2019-462
 SCALE: NONE
 DRAWING NUMBER:
COVER

FLOODPLAIN:
BY GRAPHIC NOTATION, THE SUBJECT PARCEL IS IN AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN. (ZONE X PER FEMA FLOOD INSURANCE RATE MAP PANEL NUMBER 261200052P, EFFECTIVE DATE SEPTEMBER 29, 2006)

LEGAL DESCRIPTION
(Per First American Title Insurance Company, Commitment No. NCS-963283-WCH, Dated October 25, 2019, Revision No. 1)
Land in the City of Farmington Hills, Oakland County, Michigan, described as follows:
Part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, and being more particularly described as follows:
Part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East described as Beginning of a point distant N87°56'18"E 109B.15 feet from Southwest section corner, thence N02°33'49"W 550.19 feet, thence N02°23'43"W 673.91 feet, thence N78°40'20"W 352.78 feet, thence N32°20'09"E 234.61 feet, thence N17°14'13"E 307.50 feet, thence N37°45'47"W 257.33 feet, thence N32°13'54"E 309.72 feet, thence N57°20'06"W 500.73 feet, thence N02°45'47"W 270.45 feet, thence S67°27'09"E 131.53 feet, thence along a curve to the left, radius 2807.79 feet, chord bearing S72°32'E 1551.59 feet, distance of 1261.00 feet, thence N88°13'06"E 72.12 feet, thence S07°45'55"E 381.23 feet, thence S87°14'05"W 392.71 feet, thence S58°19'30"W 283.37 feet, thence S32°00'07"E 38.98 feet, thence S57°52'12"W 45.62 feet, thence N52°04'00"W 69.55 feet, thence S58°03'02"W 91.53 feet, thence S31°56'58"E 55.26 feet, thence S58°03'02"W 124.47 feet, thence S31°56'58"E 181.41 feet, thence S58°03'02"W 43.61 feet, thence S31°40'42"E 215.11 feet, thence S58°19'02"W 48.41 feet, thence S00°16'30"W 555.53 feet, thence S37°06'18"W 550.64 feet to beginning.



NO.	DATE	REVISIONS
1	06/17/20	ISSUED FOR PERMITTING
2	06/17/20	REVISIONS TO PERMITTING
3	06/17/20	REVISIONS TO PERMITTING
4	06/17/20	REVISIONS TO PERMITTING
5	06/17/20	REVISIONS TO PERMITTING
6	06/17/20	REVISIONS TO PERMITTING
7	06/17/20	REVISIONS TO PERMITTING
8	06/17/20	REVISIONS TO PERMITTING
9	06/17/20	REVISIONS TO PERMITTING
10	06/17/20	REVISIONS TO PERMITTING
11	06/17/20	REVISIONS TO PERMITTING
12	06/17/20	REVISIONS TO PERMITTING
13	06/17/20	REVISIONS TO PERMITTING
14	06/17/20	REVISIONS TO PERMITTING
15	06/17/20	REVISIONS TO PERMITTING
16	06/17/20	REVISIONS TO PERMITTING
17	06/17/20	REVISIONS TO PERMITTING
18	06/17/20	REVISIONS TO PERMITTING
19	06/17/20	REVISIONS TO PERMITTING
20	06/17/20	REVISIONS TO PERMITTING
21	06/17/20	REVISIONS TO PERMITTING
22	06/17/20	REVISIONS TO PERMITTING
23	06/17/20	REVISIONS TO PERMITTING
24	06/17/20	REVISIONS TO PERMITTING
25	06/17/20	REVISIONS TO PERMITTING
26	06/17/20	REVISIONS TO PERMITTING



- SCHEDULE B EXCEPTIONS**
(Per First American Title Insurance Company, Commitment No. NCS-963283-WCH, Dated October 25, 2019, Revision No. 1)
- All of the terms and provisions set forth and contained in that certain Ground Lease Agreement between Sisters of Mercy, Lessor, and Detroit SARA Limited Partnership, a Delaware limited partnership, Lessee, a memorandum of which is recorded in Liber 46313, Page 94. (Affects portion of said land and other property) (As plotted - less agreement copy, ingress/egress easement & public utility easement).
 - All of the terms and provisions set forth and contained in that certain Supplemental between New Chrysler Wireless PCS, LLC a Delaware limited liability company, Lessor, and New For, a Delaware partnership d/b/a Verizon Wireless, Lessee, a memorandum of which is recorded in Liber 46313, Page 94. (Affects portion of said land and other property) (As plotted - less agreement copy, ingress/egress easement & public utility easement).
 - Easement granted to Township of Farmington created by instrument recorded in Liber 4437, Page 327, Liber 4437, Page 328 and Liber 4437, Page 45, Oakland County Records. (As plotted)
 - The terms, provisions and easement(s) contained in the document entitled "Drainage Easement" recorded August 03, 1983 as Liber 4758, Page 340 of Official Records. (As plotted)
 - The terms, provisions and easement(s) contained in the document entitled "Right of Way" recorded October 27, 1977 as Liber 7050, Page 758 of Official Records. (As plotted)
 - Easement granted to City of Farmington Hills, Oakland County, Michigan created by instrument recorded in Liber 10356, Page 67, Oakland County Records. (As plotted)
 - The terms, provisions and easement(s) contained in the document entitled "Agreement" recorded February 6, 1990 as Liber 1225, Page 88, Amendment to Agreement recorded February 6, 1990 as Liber 1129, Page 117 of Official Records. (As plotted - Document also contains agreements and an easement for sanitary & water main that lies north of L-695)
 - The terms, provisions and easement(s) contained in the document entitled "Agreement" recorded February 6, 1990 as Liber 1225, Page 88 of Official Records. (As plotted - Document also contains agreements and an easement for sanitary & water main that lies north of L-695)
 - The terms, provisions and easement(s) contained in the document entitled "Reciprocal Easement and Restriction Agreement" recorded June 14, 1958 as Liber 14973, Page 144 and amended and Restated Reciprocal Easement and Restriction Agreement recorded on May 31, 2015, as Liber 48202, Page 247 of Official Records. (As plotted - Documents grant the subject parcel the non-exclusive right to use driveway, 5'x24'x4' utility area & easements for ingress/egress/traffic access over the parcel to the east (Parcel 331-334). Document also states that the subject parcel grants the parcel to the east the non-exclusive right to access utility services on the subject parcel.)
 - The terms, provisions and easement(s) contained in the document entitled "Drainage Easement (Right of Way)" recorded as Liber 15332, Page 331 of Official Records. (As plotted)
 - The terms, provisions and easement(s) contained in the document entitled "Drainage Easement (Right of Way)" recorded April 05, 1995 as Liber 15332, Page 336 of Official Records. (As plotted)
 - The terms, provisions and easement(s) contained in the document entitled "Conservation Easement" recorded July 2, 2008 as Liber 40930, Page 195 of Official Records. (As plotted)
 - The terms, provisions and easement(s) contained in the document entitled "Agreement for Access and Use" recorded January 20, 2009 as Liber 46228, Page 765 of Official Records. (As plotted - Document states the parcel to the east (Parcel 331-063) shall have a license for continued use of the portion of the high tension electrical feed that lies above the occupation easement in Item #18. Document also states the subject parcel shall have an easement for access over the parcel to the east for maintenance and restoration of the western edge of a pond located within said occupation easement.)
 - Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in, to, and under the use and under and that may be produced from the captioned land.
 - Any claim that this is subject to a trust or lien created under the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 1930; et seq) or the Packers and Stockyards Act (7 U.S.C. 181 et seq) or under similar state laws.
 - Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land bordering on or comprising the bed of Unnamed Pond.
 - The nature, extent or lack of riparian rights, or the riparian rights of riparian owners and the public, in and to the use of waters of Unnamed Pond.
 - Correlative rights of other Riparian Owners and to the Public Trust in and to the waters of the drain crossing subject property.
 - Any rights, title, interest or claim thereto that portion of the land taken, used or granted for streets, roads or highways.
 - Rights of tenants under unrecorded leases.

- SURVEYOR'S NOTES:**
- Easement area does not follow the existing drive as noted.
 - Cellular building lies outside of easement area as noted.
 - The portion of the wetlands shown on the survey have been delineated by PEA, Inc on December 10, 2019.
 - The current zoning classification was not provided by the insurer, as item 6(c) in Table A of the "Minimum Standard Detail Requirements for ALTA/ALPS Land Title Survey" notes.
 - PEA carries \$2,000,000 of professional liability insurance.

CAUTION!
THIS SURVEY IS A PRELIMINARY SURVEY AND IS NOT TO BE USED FOR CONSTRUCTION OR AS EVIDENCE OF TITLE. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND TO VERIFY THE ACCURACY OF THE SURVEY DATA. THE SURVEYOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF THE SURVEY DATA. THE SURVEYOR'S LIABILITY IS LIMITED TO THE AMOUNT OF THE FEE CHARGED FOR THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THIS SURVEY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE AMOUNT OF THE FEE CHARGED FOR THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THIS SURVEY.

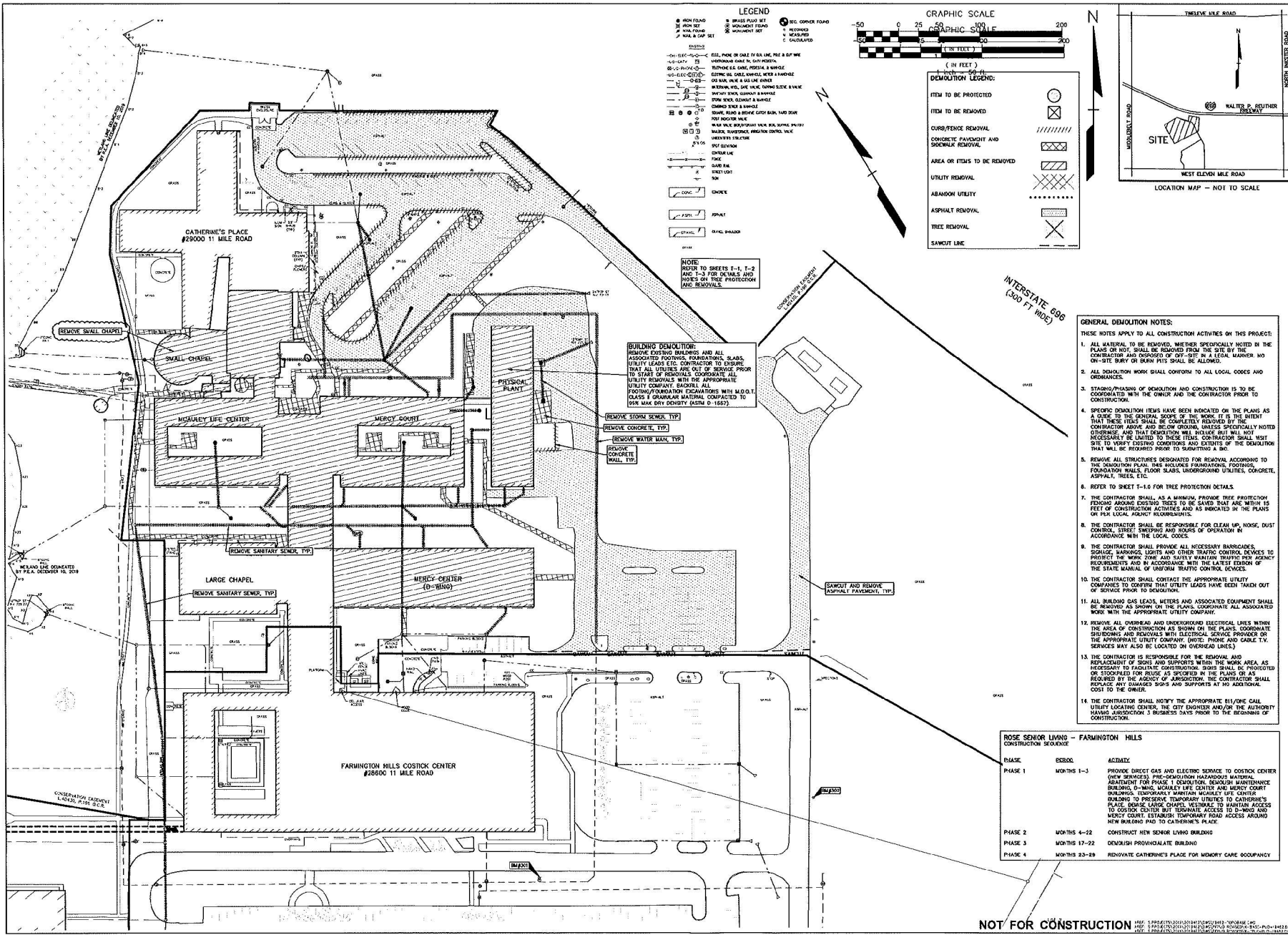
3 FULL WORKING DAYS BEFORE YOU DIG CALL
811
Know what's Below
Call before you dig
1-800-487-7171 www.michigan.gov/811

PEA, Inc.
2430 Rochester Ct., Ste. 100
Troy, MI 48063-1872
T 248 688 9390
F 248 688 0844
www.peainc.com

EDWARD ROSE & SONS
BOUNDARY SURVEY
ROSE SENIOR LIVING
PART OF THE SW 1/4 OF SECTION 13, T.1N., R.9E.,
COUNTY OF OAKLAND, STATE OF MICHIGAN
DESS, TRANK, ENY, TRANK, LEUR, ATE, P.M., JBT

ORIGINAL ISSUE DATE: JUNE 17, 2020
PEA JOB NO: 2019-462
SCALE: 1"=120'
DRAWING NUMBER: C-1

NOT FOR CONSTRUCTION

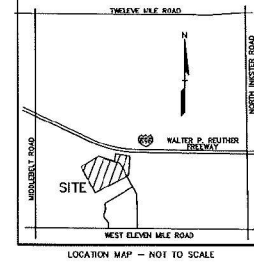


LEGEND

- HIGH POINT
 - LOW POINT
 - WALL FOUND
 - WALL NOT FOUND
 - FOUND
 - CALCULATED
 - SEC. CORNER POINT
 - 1 RECORDED
 - 2 CALCULATED
- NOTES:**
- 1. SEE INDEX OF DATE BY AIR LINE, FILE & DATE.
 - 2. WORKING DRAWING OF DATE BY AIR LINE, FILE & DATE.
 - 3. REMOVE GAS, WATER & SEWER.
 - 4. SEE INDEX OF DATE BY AIR LINE, FILE & DATE.
 - 5. REMOVE EXISTING CONCRETE & ASPHALT.
 - 6. REMOVE EXISTING CONCRETE & ASPHALT.
 - 7. REMOVE EXISTING CONCRETE & ASPHALT.
 - 8. REMOVE EXISTING CONCRETE & ASPHALT.
 - 9. REMOVE EXISTING CONCRETE & ASPHALT.
 - 10. REMOVE EXISTING CONCRETE & ASPHALT.
 - 11. REMOVE EXISTING CONCRETE & ASPHALT.
 - 12. REMOVE EXISTING CONCRETE & ASPHALT.
 - 13. REMOVE EXISTING CONCRETE & ASPHALT.
 - 14. REMOVE EXISTING CONCRETE & ASPHALT.
 - 15. REMOVE EXISTING CONCRETE & ASPHALT.
 - 16. REMOVE EXISTING CONCRETE & ASPHALT.
 - 17. REMOVE EXISTING CONCRETE & ASPHALT.
 - 18. REMOVE EXISTING CONCRETE & ASPHALT.
 - 19. REMOVE EXISTING CONCRETE & ASPHALT.
 - 20. REMOVE EXISTING CONCRETE & ASPHALT.
 - 21. REMOVE EXISTING CONCRETE & ASPHALT.
 - 22. REMOVE EXISTING CONCRETE & ASPHALT.
 - 23. REMOVE EXISTING CONCRETE & ASPHALT.
 - 24. REMOVE EXISTING CONCRETE & ASPHALT.
 - 25. REMOVE EXISTING CONCRETE & ASPHALT.
 - 26. REMOVE EXISTING CONCRETE & ASPHALT.
 - 27. REMOVE EXISTING CONCRETE & ASPHALT.
 - 28. REMOVE EXISTING CONCRETE & ASPHALT.
 - 29. REMOVE EXISTING CONCRETE & ASPHALT.
 - 30. REMOVE EXISTING CONCRETE & ASPHALT.
 - 31. REMOVE EXISTING CONCRETE & ASPHALT.
 - 32. REMOVE EXISTING CONCRETE & ASPHALT.
 - 33. REMOVE EXISTING CONCRETE & ASPHALT.
 - 34. REMOVE EXISTING CONCRETE & ASPHALT.
 - 35. REMOVE EXISTING CONCRETE & ASPHALT.
 - 36. REMOVE EXISTING CONCRETE & ASPHALT.
 - 37. REMOVE EXISTING CONCRETE & ASPHALT.
 - 38. REMOVE EXISTING CONCRETE & ASPHALT.
 - 39. REMOVE EXISTING CONCRETE & ASPHALT.
 - 40. REMOVE EXISTING CONCRETE & ASPHALT.
 - 41. REMOVE EXISTING CONCRETE & ASPHALT.
 - 42. REMOVE EXISTING CONCRETE & ASPHALT.
 - 43. REMOVE EXISTING CONCRETE & ASPHALT.
 - 44. REMOVE EXISTING CONCRETE & ASPHALT.
 - 45. REMOVE EXISTING CONCRETE & ASPHALT.
 - 46. REMOVE EXISTING CONCRETE & ASPHALT.
 - 47. REMOVE EXISTING CONCRETE & ASPHALT.
 - 48. REMOVE EXISTING CONCRETE & ASPHALT.
 - 49. REMOVE EXISTING CONCRETE & ASPHALT.
 - 50. REMOVE EXISTING CONCRETE & ASPHALT.
 - 51. REMOVE EXISTING CONCRETE & ASPHALT.
 - 52. REMOVE EXISTING CONCRETE & ASPHALT.
 - 53. REMOVE EXISTING CONCRETE & ASPHALT.
 - 54. REMOVE EXISTING CONCRETE & ASPHALT.
 - 55. REMOVE EXISTING CONCRETE & ASPHALT.
 - 56. REMOVE EXISTING CONCRETE & ASPHALT.
 - 57. REMOVE EXISTING CONCRETE & ASPHALT.
 - 58. REMOVE EXISTING CONCRETE & ASPHALT.
 - 59. REMOVE EXISTING CONCRETE & ASPHALT.
 - 60. REMOVE EXISTING CONCRETE & ASPHALT.
 - 61. REMOVE EXISTING CONCRETE & ASPHALT.
 - 62. REMOVE EXISTING CONCRETE & ASPHALT.
 - 63. REMOVE EXISTING CONCRETE & ASPHALT.
 - 64. REMOVE EXISTING CONCRETE & ASPHALT.
 - 65. REMOVE EXISTING CONCRETE & ASPHALT.
 - 66. REMOVE EXISTING CONCRETE & ASPHALT.
 - 67. REMOVE EXISTING CONCRETE & ASPHALT.
 - 68. REMOVE EXISTING CONCRETE & ASPHALT.
 - 69. REMOVE EXISTING CONCRETE & ASPHALT.
 - 70. REMOVE EXISTING CONCRETE & ASPHALT.
 - 71. REMOVE EXISTING CONCRETE & ASPHALT.
 - 72. REMOVE EXISTING CONCRETE & ASPHALT.
 - 73. REMOVE EXISTING CONCRETE & ASPHALT.
 - 74. REMOVE EXISTING CONCRETE & ASPHALT.
 - 75. REMOVE EXISTING CONCRETE & ASPHALT.
 - 76. REMOVE EXISTING CONCRETE & ASPHALT.
 - 77. REMOVE EXISTING CONCRETE & ASPHALT.
 - 78. REMOVE EXISTING CONCRETE & ASPHALT.
 - 79. REMOVE EXISTING CONCRETE & ASPHALT.
 - 80. REMOVE EXISTING CONCRETE & ASPHALT.
 - 81. REMOVE EXISTING CONCRETE & ASPHALT.
 - 82. REMOVE EXISTING CONCRETE & ASPHALT.
 - 83. REMOVE EXISTING CONCRETE & ASPHALT.
 - 84. REMOVE EXISTING CONCRETE & ASPHALT.
 - 85. REMOVE EXISTING CONCRETE & ASPHALT.
 - 86. REMOVE EXISTING CONCRETE & ASPHALT.
 - 87. REMOVE EXISTING CONCRETE & ASPHALT.
 - 88. REMOVE EXISTING CONCRETE & ASPHALT.
 - 89. REMOVE EXISTING CONCRETE & ASPHALT.
 - 90. REMOVE EXISTING CONCRETE & ASPHALT.
 - 91. REMOVE EXISTING CONCRETE & ASPHALT.
 - 92. REMOVE EXISTING CONCRETE & ASPHALT.
 - 93. REMOVE EXISTING CONCRETE & ASPHALT.
 - 94. REMOVE EXISTING CONCRETE & ASPHALT.
 - 95. REMOVE EXISTING CONCRETE & ASPHALT.
 - 96. REMOVE EXISTING CONCRETE & ASPHALT.
 - 97. REMOVE EXISTING CONCRETE & ASPHALT.
 - 98. REMOVE EXISTING CONCRETE & ASPHALT.
 - 99. REMOVE EXISTING CONCRETE & ASPHALT.
 - 100. REMOVE EXISTING CONCRETE & ASPHALT.



- DEMOLITION LEGEND:**
- ITEM TO BE PROTECTED
 - ⊗ ITEM TO BE REMOVED
 - ▨ CURB/SEWER REMOVAL
 - ▧ CONCRETE PAVEMENT AND SIDEWALK REMOVAL
 - ▩ AREA OR ITEMS TO BE REMOVED
 - ⊗ UTILITY REMOVAL
 - ⋯ ABANDON UTILITY
 - ⊗ ASPHALT REMOVAL
 - ⊗ TREE REMOVAL
 - SAWCUT LINE



REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

NOTE:
REFER TO SHEETS E-1, E-2 AND E-3 FOR DETAILS AND NOTES ON TREE PROTECTION AND REMOVAL.

BUILDING DEMOLITION:
REMOVE EXISTING BUILDINGS AND ALL ASSOCIATED FOOTINGS, FOUNDATIONS, SLABS, UTILITY LEADS ETC. CONTRACTOR TO ENSURE THAT ALL UTILITIES ARE CUT OR SEVERED PRIOR TO START OF REMOVALS. COORDINATE ALL UTILITY REMOVALS WITH THE APPROPRIATE UTILITY COMPANY. BACKFILL ALL FOOTING/FOUNDATION EXCAVATIONS WITH M.D.O.T. CLASS II GRANULAR MATERIAL COMPACTED TO PER M.I.A. DIV. SPECIFICATIONS (SECTION 0-10.02).

- REMOVE STORM SEWER, TYP.
- REMOVE CONCRETE, TYP.
- REMOVE WATER MAIN, TYP.
- REMOVE CONCRETE WALL, TYP.

GENERAL DEMOLITION NOTES:

1. THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.
2. ALL MATERIAL TO BE REMOVED, WHETHER SPECIFICALLY NOTED IN THE PLANS OR NOT, SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND DISPOSED OF OFF-SITE IN A LEGAL MANNER. NO ON-SITE BURY OR BURN PITS SHALL BE ALLOWED.
3. ALL DEMOLITION WORK SHALL CONFORM TO ALL LOCAL CODES AND ORDINANCES.
4. STAGING/STORAGE OF DEMOLITION AND CONSTRUCTION IS TO BE COORDINATED WITH THE OWNER AND THE CONTRACTOR PRIOR TO CONSTRUCTION.
5. SPECIFIC DEMOLITION ITEMS HAVE BEEN INDICATED ON THE PLANS AS A DUE TO THE GENERAL NATURE OF THE WORK. IT IS INTENT THAT THESE ITEMS SHALL BE COMPLETELY REMOVED BY THE CONTRACTOR BEFORE AND BEFORE CLOSING. UNLESS SPECIFICALLY NOTED OTHERWISE AND THAT DEMOLITION WILL INCLUDE BUT WILL NOT BE LIMITED TO THE ITEMS LISTED. CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS AND EXTENTS OF THE DEMOLITION THAT WILL BE REQUIRED PRIOR TO SIGNATURE, ETC.
6. REMOVE ALL STRUCTURES DESIGNATED FOR REMOVAL ACCORDING TO THE DEMOLITION PLAN. THIS INCLUDES FOUNDATIONS, FOOTINGS, FOUNDATION WALLS, FLOOR SLABS, UNDERGROUND UTILITIES, CONCRETE, ASPHALT, TREES, ETC.
7. REFER TO SHEET T-1.0 FOR TREE PROTECTION DETAILS.
8. THE CONTRACTOR SHALL AS A MINIMUM PROVIDE TREE PROTECTION FENCING AROUND EXISTING TREES TO BE SAVED THAT ARE WITHIN 15 FEET OF CONSTRUCTION ACTIVITIES AND AS INDICATED IN THE PLANS OR PER LOCAL AGENCY REQUIREMENTS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN UP, NOISE, DUST CONTROL, STREET SHEDDING AND BOARD UP OPERATION IN ACCORDANCE WITH THE LOCAL CODES.
10. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADES, SIGNS, WARNING LIGHTS AND OTHER TRAFFIC CONTROL DEVICES TO PROTECT THE WORK ZONE AND SAFELY MAINTAIN TRAFFIC PER AGENCY REQUIREMENTS AND IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
11. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES TO CONFIRM THAT UTILITY LEADS HAVE BEEN TAKEN OUT OF SERVICE PRIOR TO DEMOLITION.
12. ALL BUILDING GAS LEAKS, METERS AND ASSOCIATED EQUIPMENT SHALL BE REMOVED AS SHOWN ON THE PLANS. COMPLETE ALL ASSOCIATED WORK WITH THE APPROPRIATE UTILITY COMPANY.
13. REMOVE ALL OVERHEAD AND UNDERGROUND ELECTRICAL LINES WITHIN THE AREA OF CONSTRUCTION AS SHOWN ON THE PLANS. COORDINATE SHEDDING AND REMOVALS WITH ELECTRICAL SERVICE PROVIDER ON THE APPROPRIATE UTILITY COMPANY. (NOTE: PHONE AND CABLE TV SERVICES MAY ALSO BE LOCATED ON OVERHEAD LINES.)
14. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF SIGNS AND SUPPORTS WITHIN THE WORK AREA, AS NECESSARY TO FACILITATE CONSTRUCTION. SIGNS SHALL BE PROVIDED OR STOCKPILED FOR REUSE AS SPECIFIED IN THE PLANS OR AS REQUIRED BY THE AGENCY OF JURISDICTION. THE CONTRACTOR SHALL REPLACE ANY DAMAGED SIGNS AND SUPPORTS AT NO ADDITIONAL COST TO THE OWNER.
15. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE 811/ONE CALL UTILITY LOCATING CENTER, THE CITY ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION 3 BUSINESS DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.

ROSE SENIOR LIVING - FARMINGTON HILLS CONSTRUCTION SEQUENCE

PHASE	PERIOD	ACTIVITY
PHASE 1	MONTHS 1-3	PROVIDE DIRECT GAS AND ELECTRIC SERVICE TO COSTOCK CENTER (NEW SERVICES). PRE-DEMOLITION HAZARDOUS MATERIAL REMEDIATION FOR EXISTING SENIOR LIVING BUILDINGS. D-MHC, MCALLELY LIFE CENTER AND MERCY COURT BUILDINGS. ESPECIALLY MAINTAIN ACCESS TO COSTOCK CENTER BUILDING TO PRESERVE TEMPORARY UTILITIES TO CATHERINE'S PLACE. LEASE LANDS OWNER AGREEMENT TO MAINTAIN ACCESS TO COSTOCK CENTER BUT TEMPORARY ACCESS TO D-MHC AND MERCY COURT. ESTABLISH TEMPORARY ROAD ACCESS AROUND NEW BUILDING PAD TO CATHERINE'S PLACE.
PHASE 2	MONTHS 4-12	CONSTRUCT NEW SENIOR LIVING BUILDING
PHASE 3	MONTHS 17-22	DEMOLISH PROHIBITORY BUILDING
PHASE 4	MONTHS 23-29	RENOVATE CATHERINE'S PLACE FOR MEMORY CARE OCCUPANCY

CAUTION!
This drawing is the property of PEA, Inc. and is not to be reproduced, copied, or used in any way without the written consent of PEA, Inc. All rights reserved. PEA, Inc. is not responsible for any errors or omissions in this drawing. The user of this drawing assumes all liability for any consequences arising from its use.

3 FULL WORKING DAYS BEFORE YOU DIG CALL
811
Know what's below
Call before you dig
MSA 811 Service, Inc.
1-800-482-7171 www.msa811.org

PEA, Inc.
2430 Rochester Ct., Ste. 100
Troy, MI 48063-1872
T 248.889.9992
F 248.889.1944
www.pea-inc.com

EDWARD ROSE & SONS
10000 W. LEXINGTON AVENUE, SUITE 100, FARMINGTON HILLS, MI 48334
PRELIMINARY DEMOLITION PLAN
ROSE SENIOR LIVING
DATE: 11/11/2020
DRAWN: [Name]
CHECKED: [Name]
SCALE: 1" = 50'

ORIGINAL ISSUE DATE: JUNE 17, 2020
PEA JOB NO: 2019-442
SCALE: 1" = 50'
DRAWING NUMBER: C-1.2

NOT FOR CONSTRUCTION

SIGN LEGEND:

ONE WAY SIGN (1)

BARBER FREE PARKING SIGN (2)

NO ACCESSIBLE SIGN (3)

NO NOT ENTER SIGN (4)

NO PARKING FIRE LANE SIGN (5)

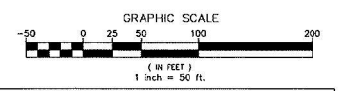
REFER TO DETAIL SHEET FOR SIGN DETAILS

DIMENSION STANDARDS:

REQUIRED:	PROVIDED:
LOT SIZE: 15,000 SF	15,37 ACRES (NET AND GROSS)
LOT WIDTH: 160 FT	160 FT ACCESS IS VIA EASEMENT
LOT COVERAGE: MAX 35%	22.3%
FRONT SETBACK: 35 FT	50.0 FT
REAR SETBACK: 35 FT	188.19 FT
SEALED CURB: 4 FT	48.37 FT (717.49 FT TOTAL)
SEAL HEIGHT: MAX 30 FT	41 FT, 7 IN
RA CONCRETE BUFFER: MAX 300 FT	48.37 FT
FLOOR AREA RATIO: MAX 0.15	0.45

FIRE DEPARTMENT NOTES:

- EMERGENCY ACCESS SHALL BE MAINTAINED AT ALL TIMES;
- A MINIMUM OF 30' FIRE LANE;
- A MINIMUM OF 50' PARKING RADIUS;
- FIRE LANE SIGNS SHALL BE POSTED THROUGHOUT THE SITE AND STRICTLY ENFORCED;
- DURING CONSTRUCTION SITE ACCESS SHALL BE MAINTAINED AND ROADWAYS SHALL BE ABLE TO SUPPORT FIRE APPARATUS MOUNTING UP TO 25 TONS;
- HYDRANT COVERAGE SHALL BE PROVIDED PURSUANT TO REQUIREMENTS OUTLINED BY THE CITY CODE (CHAPTER 12 SEC. 12-11 (2));
- FIRE SUPPRESSION SHALL BE PROVIDED AND INSTALLED PURSUANT TO NEPA 15, STATE OF MICHIGAN AND FARMINGTON HILLS REQUIREMENTS. EACH FLOOR SHALL HAVE CONTROL VALVE, TANKER CENTER AND WATER-FLOW DEVICES INSTALLED;
- A FIRE ALARM SYSTEM SHALL BE PROVIDED AND INSTALLED PURSUANT TO NEPA 72, STATE OF MICHIGAN AND FARMINGTON HILLS REQUIREMENTS;
- EMERGENCY RESPONDER RADIO COVERAGE SHALL BE PROVIDED THROUGHOUT THE FACILITY.



SITE DATA TABLE:

SITE AREA: 15.37 ACRES (NET AND GROSS)

PROPOSED ZONING: PUD

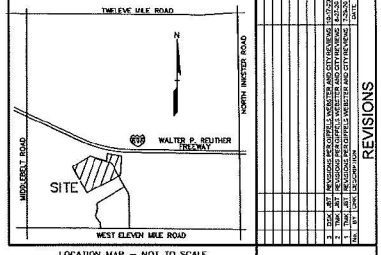
EXISTING ZONING: SP-5 SPECIAL PURPOSE DISTRICT

PROPOSED USE: SENIOR LIVING COMMUNITY
 10 UNIT ACCESSED LIVING
 19 UNIT INDEPENDENT LIVING
 27 UNIT MEMORY LANE (FUTURE CATHERINE'S PLACE BUILD-OUT)

234 UNITS TOTAL

PARKING: REQUIRED PARKING = 275
 PROVIDED PARKING SPACES = 252
 LAND BANKED SPACES = 42
 TOTAL PROVIDED PARKING = 274 SPACES

* SHARED PARKING AGREEMENT PROPOSED WITH COSTICK CENTER TO PROVIDE "OVERFLOW" PARKING DURING EVENTS AND HOLIDAYS.



LEGEND

PROPOSED: (circle with number)

EXISTING: (circle with number)

REMOVED: (circle with number)

RELOCATED: (circle with number)

UNDEVELOPED: (circle with number)

ROADWAY: (circle with number)

CONCRETE: (circle with number)

ASPHALT: (circle with number)

PAVEMENT: (circle with number)

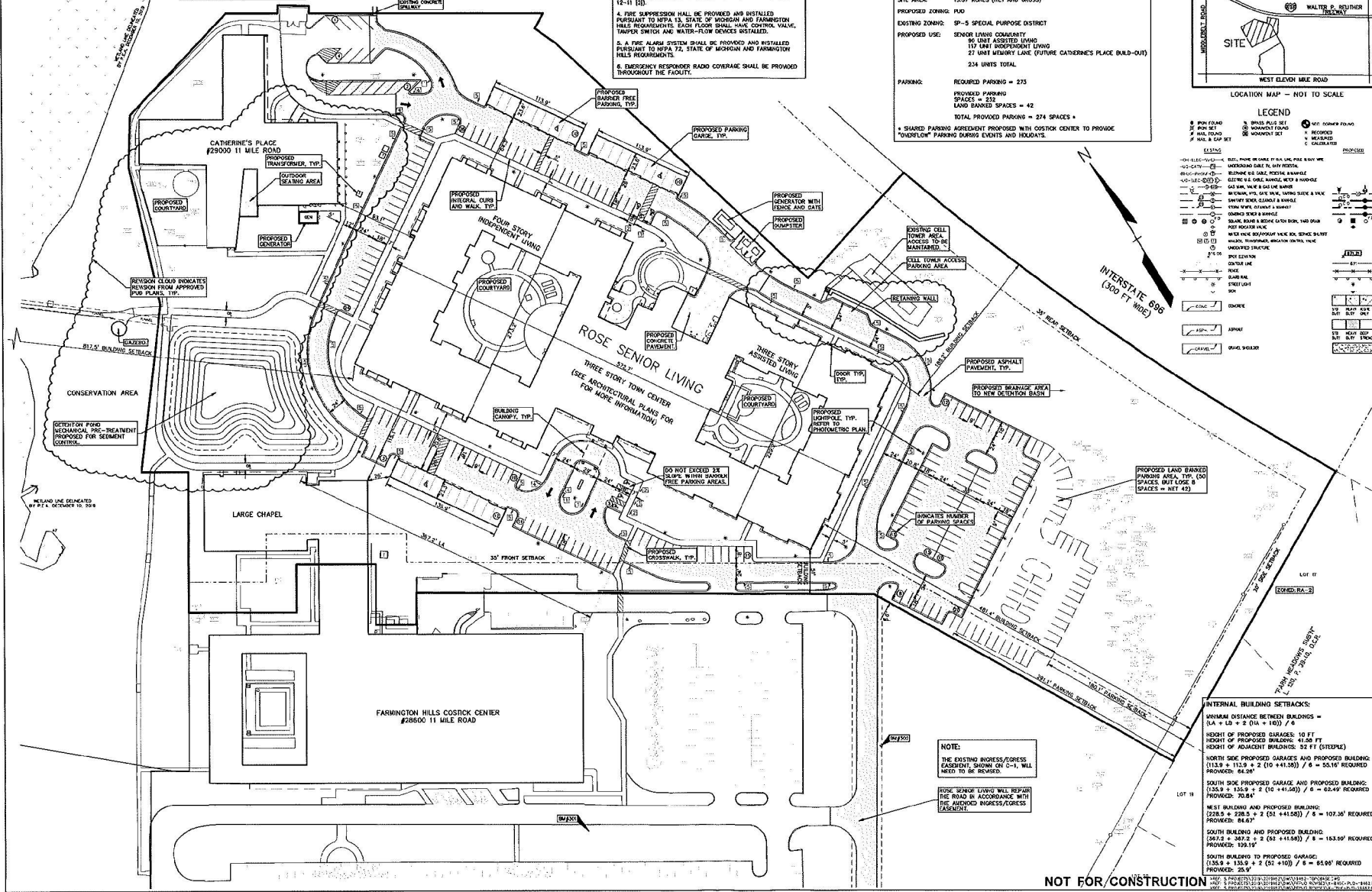
LAND BANKED: (circle with number)

REVISIONS: (circle with number)

CAUTION! THIS DRAWING IS A PRELIMINARY SITE PLAN. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN APPROVAL OF EDWARD ROSE & SONS. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY EDWARD ROSE & SONS. THIS DRAWING IS THE PROPERTY OF EDWARD ROSE & SONS AND WILL BE DESTROYED UPON REQUEST.

3 FULL WORKING DAYS BEFORE YOU DIG CALL

811
 Know what's below
 Call before you dig
 1-800-487-7171 www.mis811.org



NOTE:

THE EXISTING BRIDGE/CROSSING SHOWN ON C-1, WILL NEED TO BE REVISED.

ROSE SENIOR LIVING WILL REPAIR THE ROAD IN ACCORDANCE WITH THE ABOVE BRIDGE/CROSSING EASEMENT.

INTERNAL BUILDING SETBACKS:

MINIMUM DISTANCE BETWEEN BUILDINGS = (LA + LB) ÷ 2 (LA + LB) ÷ 6

HEIGHT OF PROPOSED GARAGES: 10 FT

HEIGHT OF PROPOSED BUILDINGS: 41.00 FT (STEEPLE)

HEIGHT OF ADJACENT BUILDINGS: 32 FT (STEEPLE)

NORTH SIDE PROPOSED GARAGES AND PROPOSED BUILDING: (112.9 + 112.9) ÷ 2 (10 + 41.00) ÷ 6 = 25.16' REQUIRED PROVIDED: 64.2'

SOUTH SIDE PROPOSED GARAGE AND PROPOSED BUILDING: (125.9 + 125.9) ÷ 2 (10 + 41.00) ÷ 6 = 25.16' REQUIRED PROVIDED: 70.4'

WEST BUILDING AND PROPOSED BUILDING: (228.9 + 228.9) ÷ 2 (10 + 41.00) ÷ 6 = 107.36' REQUIRED PROVIDED: 84.7'

SOUTH BUILDING AND PROPOSED BUILDING: (247.9 + 247.9) ÷ 2 (10 + 41.00) ÷ 6 = 163.60' REQUIRED PROVIDED: 109.15'

SOUTH BUILDING TO PROPOSED GARAGE: (125.9 + 125.9) ÷ 2 (10 + 10) ÷ 6 = 85.94' REQUIRED PROVIDED: 25.9'

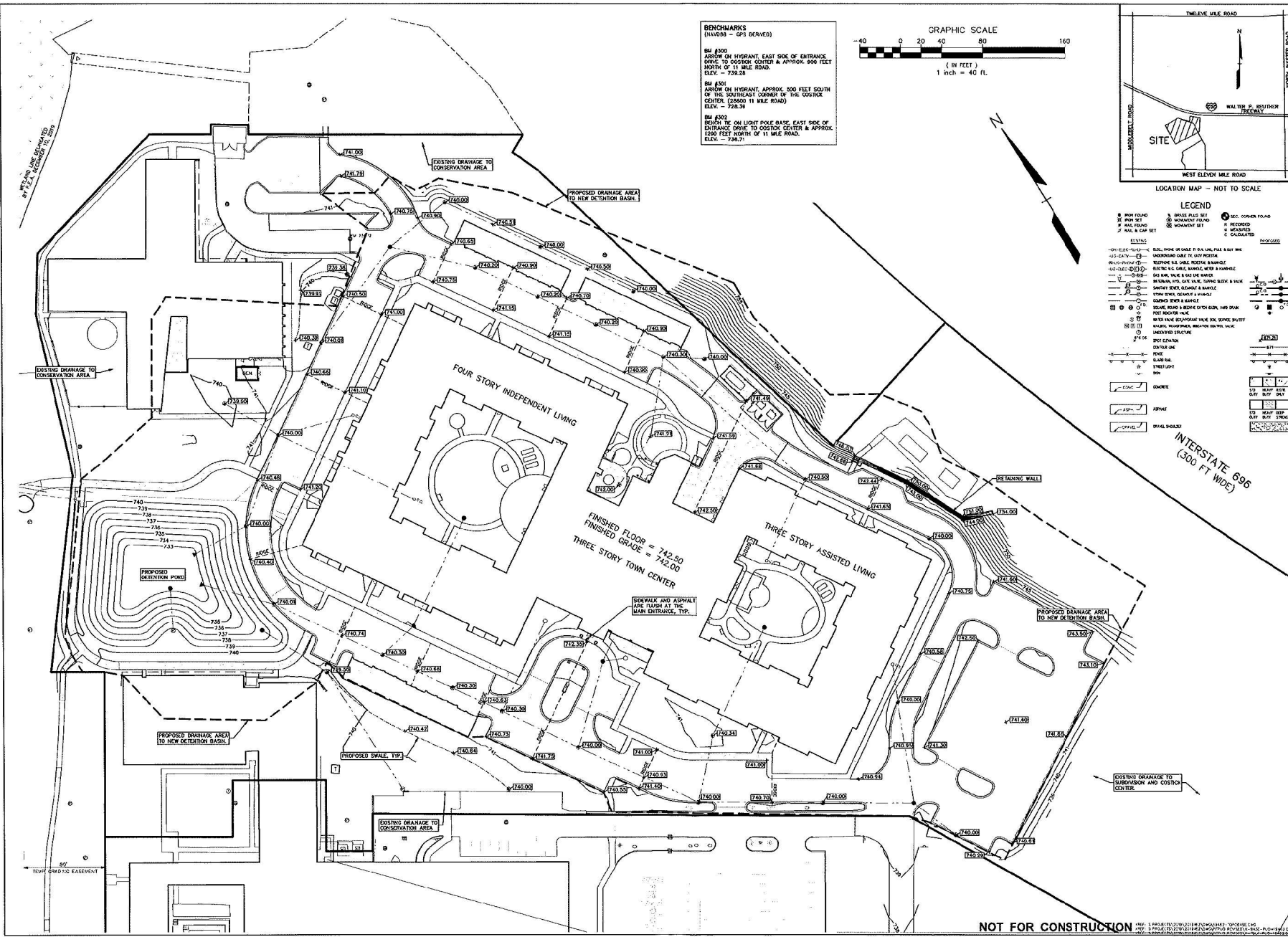
NOT FOR CONSTRUCTION

PEA, Inc.
 2430 Rochester Ct., Ste. 100
 Troy MI 48068-1872
 T 248.889.8090
 F 248.889.1044
 www.peainc.com

EDWARD ROSE & SONS
 ARCHITECTS/PLANNERS/ENGINEERS
 10000 HAWTHORNE RD., SUITE 200, TROY, MI 48068

**PRELIMINARY SITE PLAN
 ROSE SENIOR LIVING**
 PART OF THE S.E. 1/4 OF SECTION 13, T.14 N., E. 6E.
 CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN

ORIGINAL ISSUE DATE: JUNE 17, 2009
 PFA JOB NO. 2010-040
 SCALE 1" = 50'
 DRAWING NUMBER: C-2

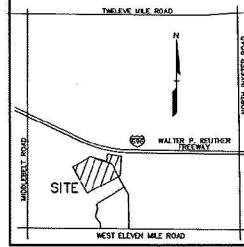
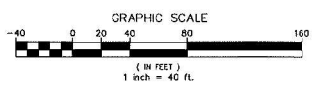


BENCHMARKS
(NAVD88 - GPS DERIVED)

BM 4300
ARROW ON HYDRANT, EAST SIDE OF ENTRANCE DRIVE TO SOUTH CENTER & APPROX. 300 FEET NORTH OF 11 MILE ROAD.
ELEV. = 739.23

BM 4301
ARROW ON HYDRANT, APPROX. 300 FEET SOUTH OF THE SOUTHEAST CORNER OF THE COORNER CENTER (25600 11 MILE ROAD)
ELEV. = 738.34

BM 4302
BENCH TO ONE LIGHT POLE BASE, EAST SIDE OF ENTRANCE DRIVE TO SOUTH CENTER & APPROX. 230 FEET NORTH OF 11 MILE ROAD.
ELEV. = 738.77



LEGEND

PROPOSED	EXISTING	REMOVED	AS BUILT
ROAD	ROAD	ROAD	ROAD
WALKWAY	WALKWAY	WALKWAY	WALKWAY
DRIVE	DRIVE	DRIVE	DRIVE
...

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

CAUTION!
THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE ENGINEER OF RECORD. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THIS PLAN.

3 FULL WORKING DAYS BEFORE YOU DIG CALL

811
Know what's below
Call before you dig
1-800-4-A-DIG
www.811.org

PEA

PEA, Inc.
2430 Rochester Ct., Ste. 100
Topeka, KS 66604-8372
1-248-688-9090
1-248-688-1044
www.peainc.com

EDWARD ROSE & SONS
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS

**PRELIMINARY GRADING PLAN
ROSE SENIOR LIVING**

CITY OF WASHINGTON, CHARLENE COUNTY, ILLINOIS

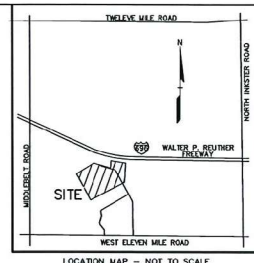
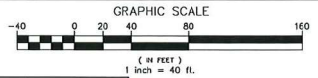
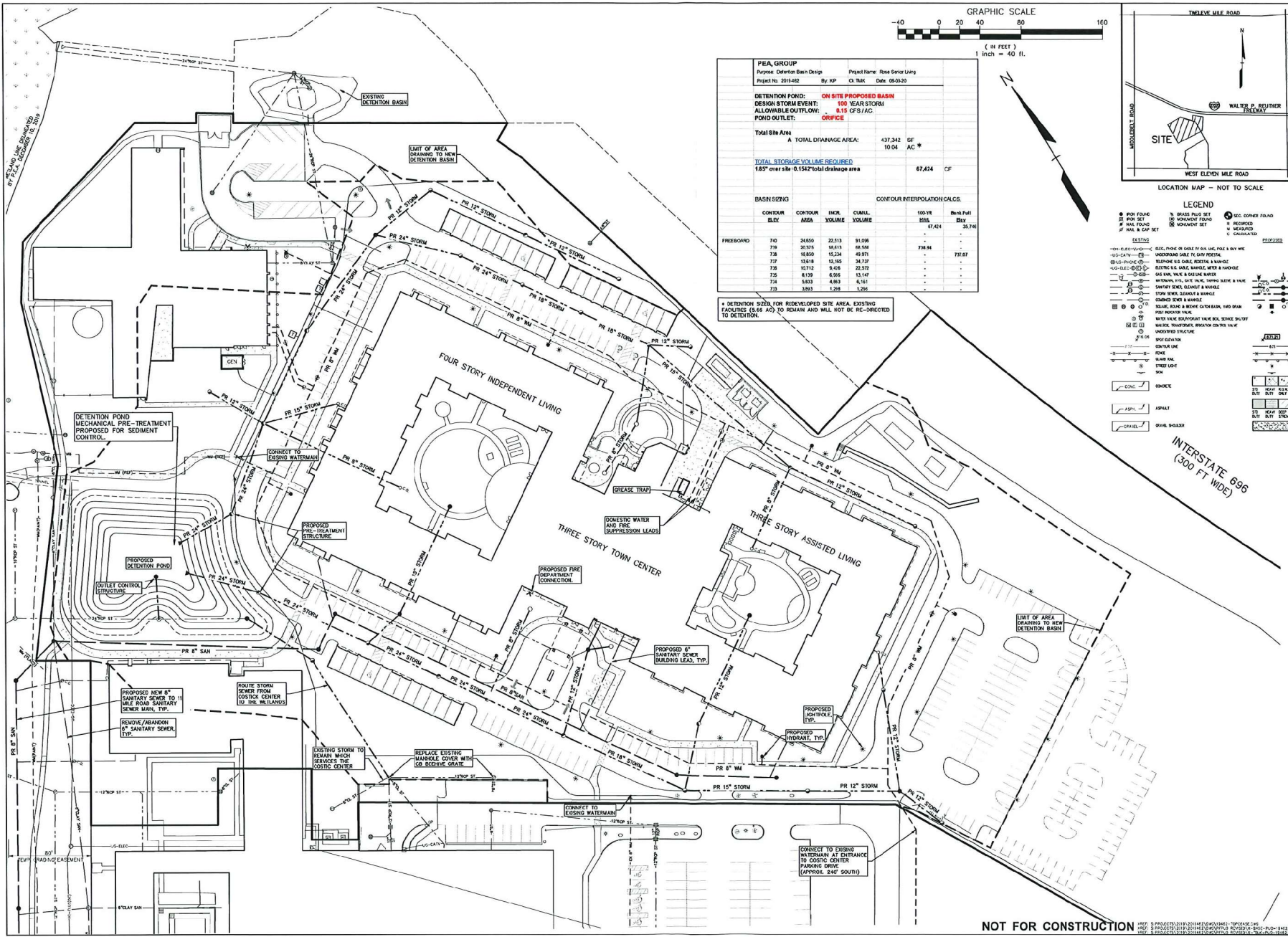
ORIGINAL ISSUE DATE:
JUNE 17, 2020

PEA JOB NO. 2019-042

SCALE: 1" = 40'

DRAWING NUMBER:
C-3

NOT FOR CONSTRUCTION



PEA, GROUP
 Project: Detention Basin Design By: KP Project Name: Rose Senior Living
 Project No: 2019-482 Cl. T.M.K. Date: 06-20-20

DETECTION POND: ON SITE PROPOSED BASIN
DESIGN STORM EVENT: 100 YEAR STORM
ALLOWABLE OUTFLOW: 8.15 CFS/AC
POND OUTLET: ORIFICE

Total Site Area
 A TOTAL DRAINAGE AREA: 437,342 SF
 10.04 AC *

TOTAL STORAGE VOLUME REQUIRED
 185" over site 0.1512 total drainage area 67,424 CF

BASIN SIZING	CONTOUR INTERPOLATION CALC.				
	CONTOUR ELEV.	CONTOUR AREA	THICK. (IN)	CUMUL. VOLUME	100-YR. 100% EXCESS
FREEDBOARD	740	24,650	22.513	51,096	
	736	20,376	18.815	48,546	
	738	18,800	15.234	48,971	
	737	15,818	12.185	34,737	
	738	12,712	9.168	22,333	
	735	6,139	6.066	13,147	
	734	5,833	4.983	6,341	
	733	3,993	3.298	3,298	

* DETENTION BASIN FOR REDEVELOPED SITE AREA. EXISTING FACILITIES (5.64 AC) TO REMAIN AND WILL NOT BE RE-DIRECTED TO DETENTION.

LEGEND

- POB FOUND
- POB SET
- WALL FOUND
- WALL & GAF SET
- BASE PLUS SET
- MOVEMENT FOUND
- RECORDED
- UNRECORDED
- SEC. CONCRETE FOUND
- RECORDED
- UNRECORDED
- CONCRETE FOUND
- RECORDED
- UNRECORDED
- EXISTING
- PROPOSED
- PROPOSED 12\"/>

REVISIONS

NO.	DATE	DESCRIPTION
1	06/20/20	ISSUED FOR PERMIT
2	06/20/20	ISSUED FOR PERMIT
3	06/20/20	ISSUED FOR PERMIT
4	06/20/20	ISSUED FOR PERMIT
5	06/20/20	ISSUED FOR PERMIT
6	06/20/20	ISSUED FOR PERMIT
7	06/20/20	ISSUED FOR PERMIT
8	06/20/20	ISSUED FOR PERMIT
9	06/20/20	ISSUED FOR PERMIT
10	06/20/20	ISSUED FOR PERMIT

CAUTION!!
 THIS DRAWING IS THE PROPERTY OF PEA, GROUP. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PEA, GROUP. ANY UNAUTHORIZED USE OF THIS DRAWING IS STRICTLY PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

3 FULL WORKING DAYS BEFORE YOU DIG CALL 811

Know what's below
 Call 811
 Call before you dig
 Missed a call?
 1-800-482-7111 www.mississippi811.com

PEA, Inc.
 2410 Rochester Ct., Ste. 100
 Troy, MI 48065-1872
 T 248.882.9050
 F 248.855.1044
 www.peainc.com

EDWARD ROSE & SONS
 8855 MIDCOURT AVENUE
 SUITE 100
 FARMINGTON, MISSISSIPPI 39175
 (601) 833-1111

PRELIMINARY UTILITY PLAN
ROSE SENIOR LIVING
 1100 W. ROAD
 CITY OF FARMINGTON, OKLAHOMA COUNTY, OKLAHOMA

DATE: 06/20/20
 DRAWN: T.M.K.
 CHECKED: J.S.R.
 IN CHARGE: R.T.R.
 PROJECT: P.E.A. GROUP

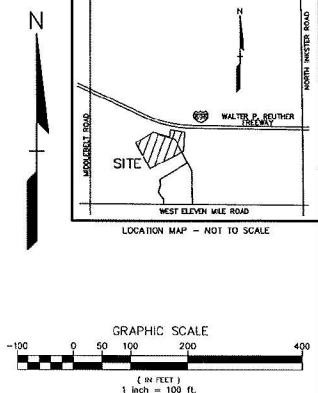
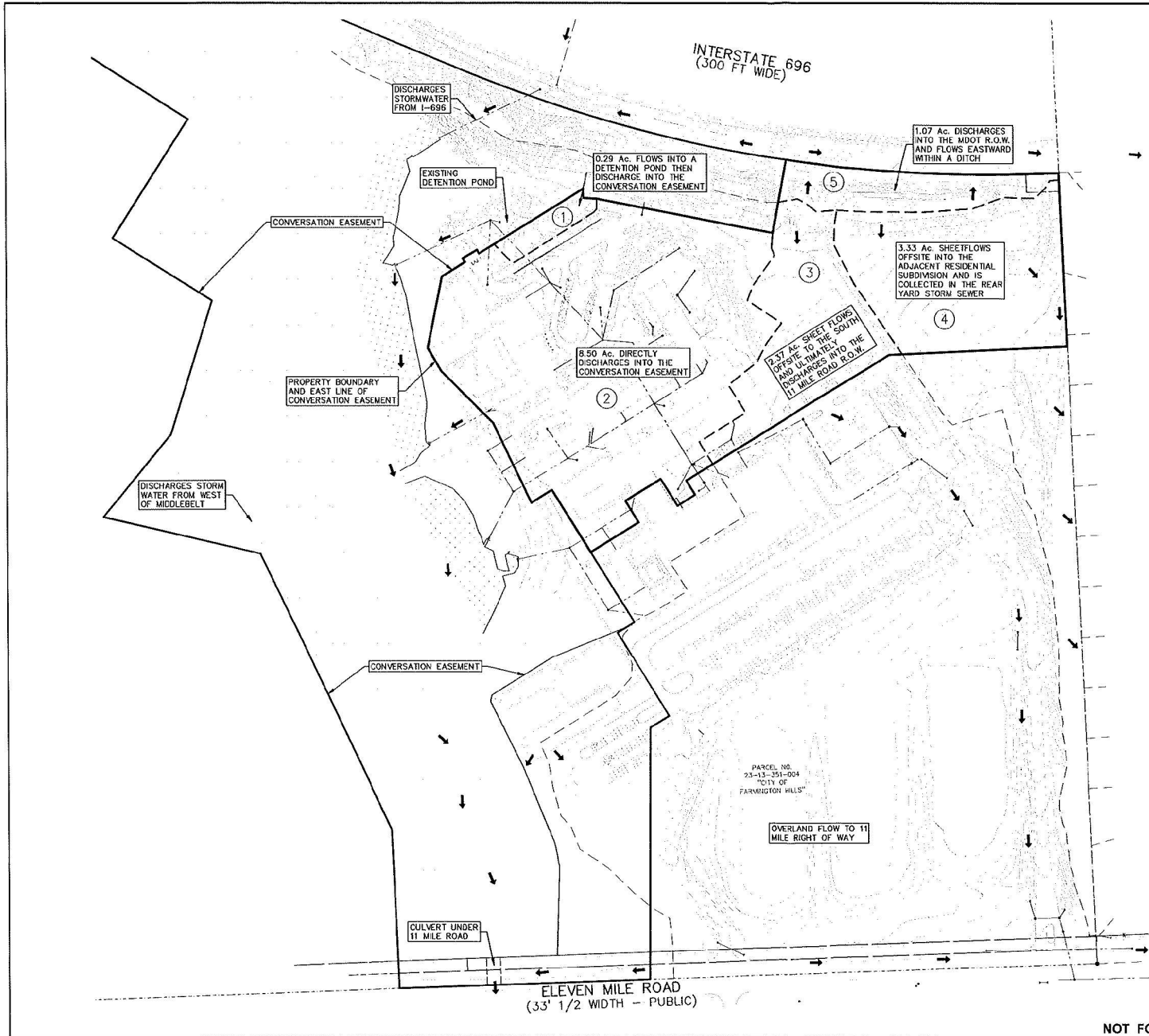
ORIGINAL ISSUE DATE:
 JUNE 17, 2020

PEA JOB NO. 2019-482

SCALE: 1" = 40'

DRAWING NUMBER
C-4

NOT FOR CONSTRUCTION



EXISTING DRAINAGE SUMMARY:

- ① AREA OF SITE GOING TO OFF-SITE DETENTION BASIN (OVERFLOWS TO WETLAND) = 0.29 AC
- ② AREA OF SITE DRAINING DIRECTLY TO WETLAND AREA = 8.50 AC
- ③ AREA OF SITE DRAINING VIA OVERLAND FLOW TO THE 11 MILE ROAD ROW DITCH = 2.37 AC
- ④ AREA OF THE SITE DRAINING TO THE REAR YARD STORM OF THE ADJACENT SUBDIVISION = 3.33 AC
- ⑤ AREA OF THE SITE DRAINING TO THE 696 RIGHT-OF-WAY = 1.07 AC

AREAS 1 & 2 DISCHARGE INTO THE WETLAND AND CONVERSATION EASEMENT

FLOW FROM AREA 1
 ASSUMED $Q_a = 0.2 \text{ CFS/AC}$
 $Q = (.2)(0.29) = 0.06 \text{ CFS}$

FLOW FROM AREA 2
 IMPERVIOUS AREA = 5.95 Ac
 GREENBELT AREA = 2.55 Ac
 $C = 0.69$
 $Q = C i_a = (0.69)(3.89)(8.5) = 22.81 \text{ CFS}$

TOTAL FLOW FROM SITE TO CONVERSATION EASEMENT:
 $Q_1 + Q_2 = 22.87 \text{ CFS}$

NO.	DATE	DESCRIPTION
1	06/17/2000	PRELIMINARY DRAINAGE PLAN
2	06/17/2000	REVISED DRAINAGE PLAN
3	06/17/2000	REVISED DRAINAGE PLAN
4	06/17/2000	REVISED DRAINAGE PLAN
5	06/17/2000	REVISED DRAINAGE PLAN
6	06/17/2000	REVISED DRAINAGE PLAN
7	06/17/2000	REVISED DRAINAGE PLAN
8	06/17/2000	REVISED DRAINAGE PLAN
9	06/17/2000	REVISED DRAINAGE PLAN
10	06/17/2000	REVISED DRAINAGE PLAN
11	06/17/2000	REVISED DRAINAGE PLAN
12	06/17/2000	REVISED DRAINAGE PLAN
13	06/17/2000	REVISED DRAINAGE PLAN
14	06/17/2000	REVISED DRAINAGE PLAN
15	06/17/2000	REVISED DRAINAGE PLAN
16	06/17/2000	REVISED DRAINAGE PLAN
17	06/17/2000	REVISED DRAINAGE PLAN
18	06/17/2000	REVISED DRAINAGE PLAN
19	06/17/2000	REVISED DRAINAGE PLAN
20	06/17/2000	REVISED DRAINAGE PLAN
21	06/17/2000	REVISED DRAINAGE PLAN
22	06/17/2000	REVISED DRAINAGE PLAN
23	06/17/2000	REVISED DRAINAGE PLAN
24	06/17/2000	REVISED DRAINAGE PLAN
25	06/17/2000	REVISED DRAINAGE PLAN
26	06/17/2000	REVISED DRAINAGE PLAN
27	06/17/2000	REVISED DRAINAGE PLAN
28	06/17/2000	REVISED DRAINAGE PLAN
29	06/17/2000	REVISED DRAINAGE PLAN
30	06/17/2000	REVISED DRAINAGE PLAN
31	06/17/2000	REVISED DRAINAGE PLAN
32	06/17/2000	REVISED DRAINAGE PLAN
33	06/17/2000	REVISED DRAINAGE PLAN
34	06/17/2000	REVISED DRAINAGE PLAN
35	06/17/2000	REVISED DRAINAGE PLAN
36	06/17/2000	REVISED DRAINAGE PLAN
37	06/17/2000	REVISED DRAINAGE PLAN
38	06/17/2000	REVISED DRAINAGE PLAN
39	06/17/2000	REVISED DRAINAGE PLAN
40	06/17/2000	REVISED DRAINAGE PLAN
41	06/17/2000	REVISED DRAINAGE PLAN
42	06/17/2000	REVISED DRAINAGE PLAN
43	06/17/2000	REVISED DRAINAGE PLAN
44	06/17/2000	REVISED DRAINAGE PLAN
45	06/17/2000	REVISED DRAINAGE PLAN
46	06/17/2000	REVISED DRAINAGE PLAN
47	06/17/2000	REVISED DRAINAGE PLAN
48	06/17/2000	REVISED DRAINAGE PLAN
49	06/17/2000	REVISED DRAINAGE PLAN
50	06/17/2000	REVISED DRAINAGE PLAN
51	06/17/2000	REVISED DRAINAGE PLAN
52	06/17/2000	REVISED DRAINAGE PLAN
53	06/17/2000	REVISED DRAINAGE PLAN
54	06/17/2000	REVISED DRAINAGE PLAN
55	06/17/2000	REVISED DRAINAGE PLAN
56	06/17/2000	REVISED DRAINAGE PLAN
57	06/17/2000	REVISED DRAINAGE PLAN
58	06/17/2000	REVISED DRAINAGE PLAN
59	06/17/2000	REVISED DRAINAGE PLAN
60	06/17/2000	REVISED DRAINAGE PLAN
61	06/17/2000	REVISED DRAINAGE PLAN
62	06/17/2000	REVISED DRAINAGE PLAN
63	06/17/2000	REVISED DRAINAGE PLAN
64	06/17/2000	REVISED DRAINAGE PLAN
65	06/17/2000	REVISED DRAINAGE PLAN
66	06/17/2000	REVISED DRAINAGE PLAN
67	06/17/2000	REVISED DRAINAGE PLAN
68	06/17/2000	REVISED DRAINAGE PLAN
69	06/17/2000	REVISED DRAINAGE PLAN
70	06/17/2000	REVISED DRAINAGE PLAN
71	06/17/2000	REVISED DRAINAGE PLAN
72	06/17/2000	REVISED DRAINAGE PLAN
73	06/17/2000	REVISED DRAINAGE PLAN
74	06/17/2000	REVISED DRAINAGE PLAN
75	06/17/2000	REVISED DRAINAGE PLAN
76	06/17/2000	REVISED DRAINAGE PLAN
77	06/17/2000	REVISED DRAINAGE PLAN
78	06/17/2000	REVISED DRAINAGE PLAN
79	06/17/2000	REVISED DRAINAGE PLAN
80	06/17/2000	REVISED DRAINAGE PLAN
81	06/17/2000	REVISED DRAINAGE PLAN
82	06/17/2000	REVISED DRAINAGE PLAN
83	06/17/2000	REVISED DRAINAGE PLAN
84	06/17/2000	REVISED DRAINAGE PLAN
85	06/17/2000	REVISED DRAINAGE PLAN
86	06/17/2000	REVISED DRAINAGE PLAN
87	06/17/2000	REVISED DRAINAGE PLAN
88	06/17/2000	REVISED DRAINAGE PLAN
89	06/17/2000	REVISED DRAINAGE PLAN
90	06/17/2000	REVISED DRAINAGE PLAN
91	06/17/2000	REVISED DRAINAGE PLAN
92	06/17/2000	REVISED DRAINAGE PLAN
93	06/17/2000	REVISED DRAINAGE PLAN
94	06/17/2000	REVISED DRAINAGE PLAN
95	06/17/2000	REVISED DRAINAGE PLAN
96	06/17/2000	REVISED DRAINAGE PLAN
97	06/17/2000	REVISED DRAINAGE PLAN
98	06/17/2000	REVISED DRAINAGE PLAN
99	06/17/2000	REVISED DRAINAGE PLAN
100	06/17/2000	REVISED DRAINAGE PLAN

CAUTION!
 THIS PLAN IS A PRELIMINARY DRAINAGE PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE DESIGNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON.

3 FULL WORKING DAYS BEFORE YOU DIG CALL 811
 Know what's below
 Call before you dig
 1-800-487-7171 www.mspq.org

PEA

PEA, Inc.
 2430 Rochester Ct., Ste. 100
 Troy, MI 48063-1872
 T 248.699.9090
 F 248.699.1644
 www.peainc.com

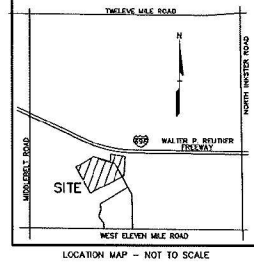
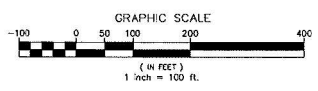
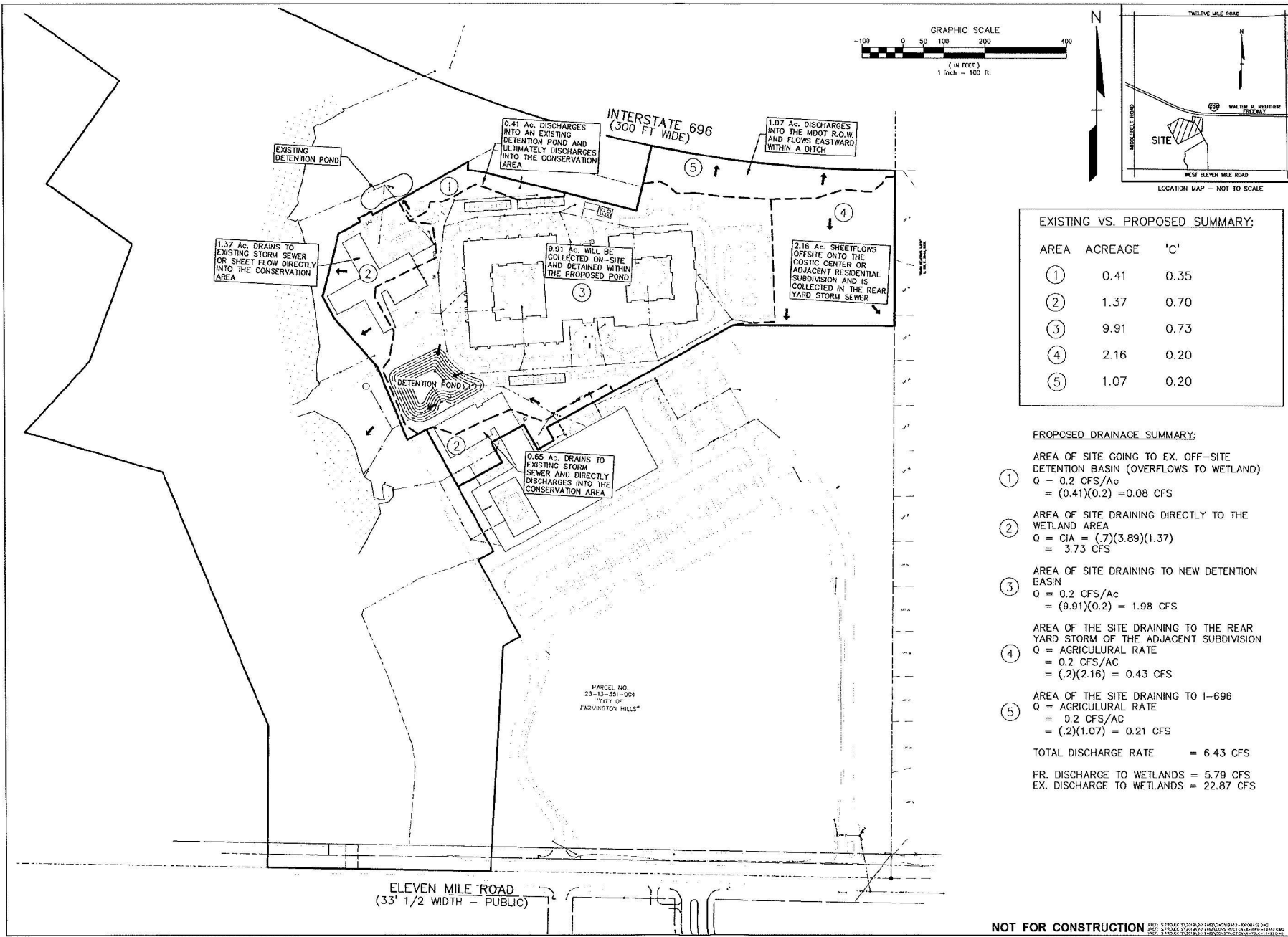
EDWARD ROSE & SONS
 3605 WOODWARD AVENUE
 BLOOMFIELD HILLS, MI 48303

EXISTING DRAINAGE PLAN
ROSE SENIOR LIVING
 CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN

DATE	BY	CHKD	APP'D	SCALE	PROJECT
06/17/2000	EDWARD ROSE	EDWARD ROSE	EDWARD ROSE	1"=100'	ROSE SENIOR LIVING

ORIGINAL ISSUE DATE: JUNE 17, 2000
PEA JOB NO: 2018-02
SCALE: 1"=100'
DRAWING NUMBER: C-5

NOT FOR CONSTRUCTION



REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

EXISTING VS. PROPOSED SUMMARY:

AREA	ACREAGE	'C'
①	0.41	0.35
②	1.37	0.70
③	9.91	0.73
④	2.16	0.20
⑤	1.07	0.20

PROPOSED DRAINAGE SUMMARY:

① AREA OF SITE GOING TO EX. OFF-SITE DETENTION BASIN (OVERFLOWS TO WETLAND)
 $Q = 0.2 \text{ CFS/AC}$
 $= (0.41)(0.2) = 0.08 \text{ CFS}$

② AREA OF SITE DRAINING DIRECTLY TO THE WETLAND AREA
 $Q = CIA = (.7)(3.89)(1.37)$
 $= 3.73 \text{ CFS}$

③ AREA OF SITE DRAINING TO NEW DETENTION BASIN
 $Q = 0.2 \text{ CFS/AC}$
 $= (9.91)(0.2) = 1.98 \text{ CFS}$

④ AREA OF THE SITE DRAINING TO THE REAR YARD STORM OF THE ADJACENT SUBDIVISION
 $Q = \text{AGRICULTURAL RATE}$
 $= 0.2 \text{ CFS/AC}$
 $= (.2)(2.16) = 0.43 \text{ CFS}$

⑤ AREA OF THE SITE DRAINING TO I-696
 $Q = \text{AGRICULTURAL RATE}$
 $= 0.2 \text{ CFS/AC}$
 $= (.2)(1.07) = 0.21 \text{ CFS}$

TOTAL DISCHARGE RATE = 6.43 CFS

PR. DISCHARGE TO WETLANDS = 5.79 CFS

EX. DISCHARGE TO WETLANDS = 22.87 CFS

CAUTION!!

THIS PLAN IS A PRELIMINARY DRAINAGE PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DATA AND INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

3 FULL WORKING DAYS BEFORE YOU DIG CALL

811

Know what's Below
Call before you dig

MISSOURI 811

1-800-452-7171 www.missouri811.com

PEA, Inc.

2430 Rochester Ct., Ste. 100
 Troy, MI 48063-1812
 T 248 688 8920
 F 248 688 1044
 www.peainc.com

EDWARD ROSE & SONS

3855 WOODWARD AVENUE
 FARRINGTON HILLS, MI 48228

PRELIMINARY DRAINAGE PLAN

FOR THE CITY OF FARRINGTON HILLS, MI

DATE: 11/11/2009

DESIGNER: [Signature]

CHECKED: [Signature]

DATE: 11/11/2009

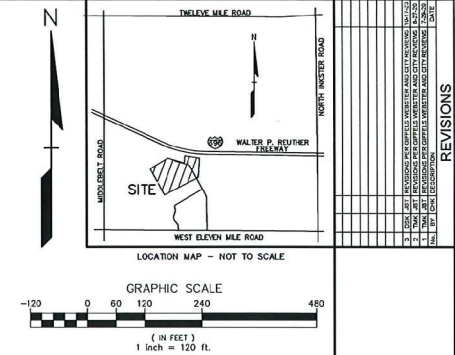
ORIGINAL ISSUE DATE: 11/11/2009

PEA JOB NO. 0918-012

SCALE: 1" = 100'

DRAWING NUMBER: C-6

NOT FOR CONSTRUCTION



CAUTION!
THIS DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION TO DETERMINE THE SUITABILITY OF THE SITE FOR THE PROJECT AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION TO DETERMINE THE SUITABILITY OF THE SITE FOR THE PROJECT AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION TO DETERMINE THE SUITABILITY OF THE SITE FOR THE PROJECT AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED.

3 FULL WORKING DAYS BEFORE YOU DIG CALL
811
Know what's below
Call before you dig
Miss Systems, Inc.
1-800-482-7171 www.missystems.com

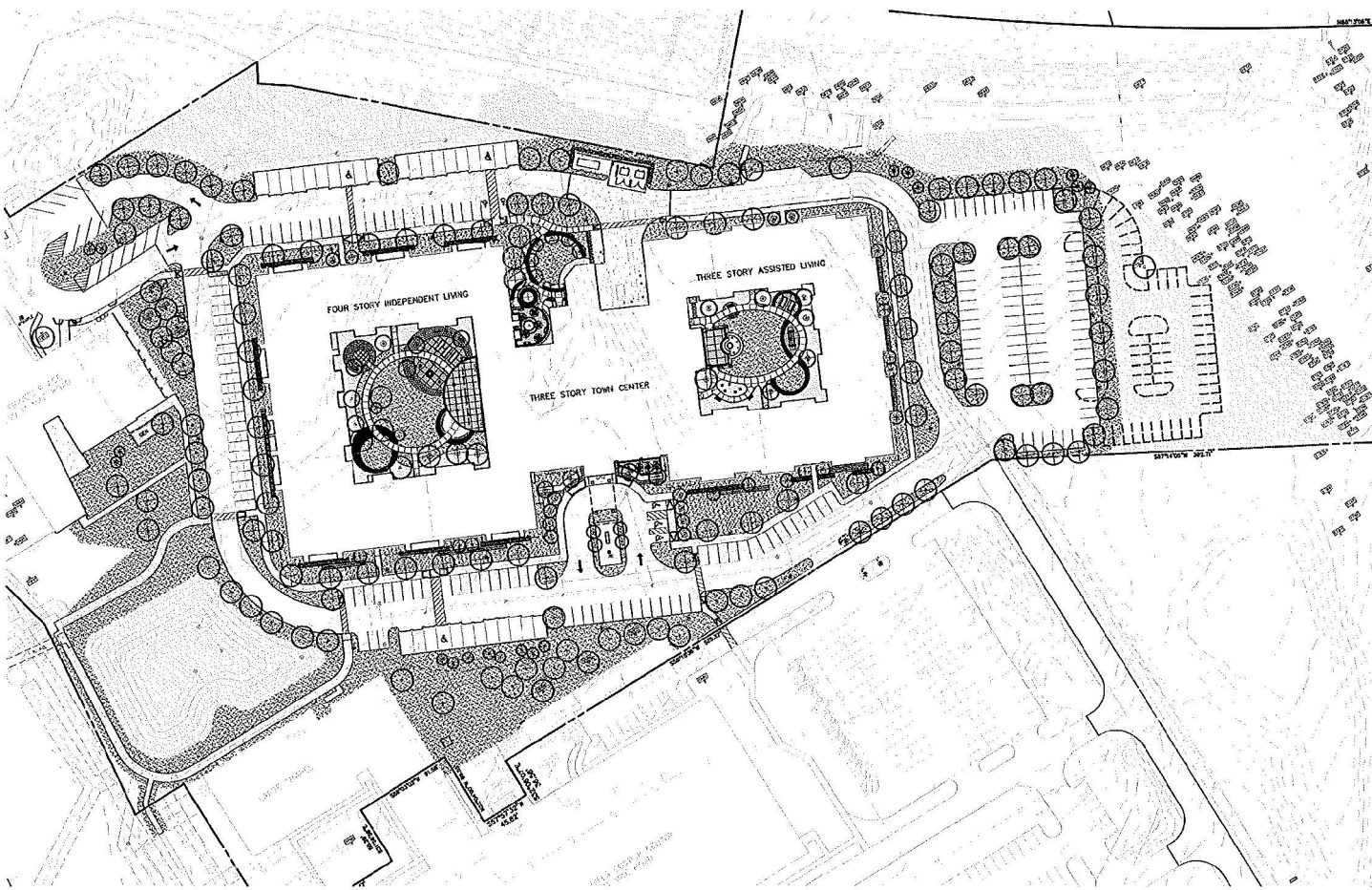
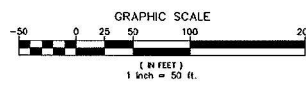
NO.	DATE	DESCRIPTION

PEAT
PEA, Inc.
2430 Rochester Ct., Ste. 100
Troy, MI 48065-1872
T 248.899.9090
F 248.899.1044
www.pea-inc.com

EDWARD ROSE & SONS
Bloomfield Hills, MI 48305
WALKABILITY PLAN
ROSE SENIOR LIVING
PART OF THE S.W. 1/4 OF SECTION 13, T. 11 N., R. 8 E.,
CITY OF ANN ARBOR, MICHIGAN
DATE: [blank] TIME: [blank] BY: [blank]

ORIGINAL ISSUE DATE:
JUNE 17, 2009
PEA JOB NO. 2019-462
SCALE: 1"=120'
DRAWING NUMBER:
C-7

NOT FOR CONSTRUCTION



Key Map
 See REVISED

Legend:

- PROPERTY LINE
- REGULATED BOCCED OR SEECED LANE ON 4" DITCH TOP/CGL TYP
- SEED WITH LOW MOISTURE POLYMER SEED MIX 1/4" DEEP. INITIAL CONSTRUCTION TO FIELD VERIFY LIMITS TO PREPARE ALL NEW SEED AREAS AND REEVALUATE ALL EXISTING AREAS. SEE LANDSCAPE DETAILS PAGE
- SEED WITH STORMWATER SEED MIX. PROVIDE ENCLOSURE ON BLOBS. SEE LANDSCAPE DETAILS PAGE
- EXISTING LIGHT POLE SEE LISTING PLANS
- EXISTING "NEED TO REMAIN"
- PARKING LOT TREES - SEE LANDSCAPE DETAILS SHEET FOR PLANT SCHEDULE
- GIS LINE
- UTILITY PLAN
- BATTERY BELDEN
- BORER DRILL
- ELECTRIC

Note Key:

- 1) NEW ASPHALT SEE CIVIL PLANS
- 2) EXISTING PARKING LOT TO REMAIN
- 3) EXISTING PARKING LOT DRIVE SEE CIVIL PLANS
- 4) EXISTING PARKING LOT LAND BANK AREA SEE CIVIL PLANS
- 5) NEW GRADE SEE ARCH PLANS
- 6) DRIVE ON ROAD - SEE LANDSCAPE DETAILS SHEET AND CIVIL PLANS
- 7) APPROPRIATE SEEDING NEIGHBOR ON LOT LINE
- 8) PROVIDE SEED AS SHOWN SEE CIVIL PLANS
- 9) TRANSPORT ON ROAD

General Landscape Notes:

1. PROTECT ALL EXISTING AND NEW UTILITIES LOW VOLTAGE PAVEMENT POLES. SEE SEPARATE SITE DURING CONSTRUCTION AS NOTICED ON THE PLAN.
2. REMOVE AND DISPOSED LANDSCAPE OR VEGETATION TO THE CONTRACTOR'S RESPONSIBILITY PRIOR TO CONSTRUCTION. NOT BY THE OWNER. RESPONSIBILITY OF ANY CONTRACTOR PRIOR TO PROCEEDING.
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION. NOT BY THE OWNER. RESPONSIBILITY OF ANY CONTRACTOR PRIOR TO PROCEEDING.
4. PROPOSED UTILITIES SHOWN FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER'S REPRESENTATIVE OF ANY CONFLICTS PRIOR TO PROCEEDING.
5. REFER TO SHEET FOR PLANT LIST, PLANTING DETAILS AND SEED TYPES.
6. ALL BED LINES AND FOULED EDGES SHALL BE GRANTED BY THE CONTRACTOR AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
7. PROVIDE PLUGS IN ALL AREAS AND PERMANENT BEDS TYP. REFER TO PLANTING SCHEDULE FOR BEDS TYP.
8. ALL AREAS OF EXISTING CURBS OR THE LIMITS OF CURBS SHALL BE REFERRED TO THE ORIGINAL CONTRACT AS PART OF THIS PROJECT AND ANY ADDITIONAL COST TO THE OWNER.
9. VERIFY LIMITS OF NEW INSTALLATIONS SYSTEMS TO OWNER'S REPRESENTATIVE.

Landscape Calculations

REPLACEMENT TREES
 REQUIRED - 18 TREES FOR EXISTING AND 146 LANDSCAPE TREE
 REPLACEMENT TREES - SEE TREE PRESERVATION PLAN
 PROVIDED - 19 TREES (8 EVERGREEN AND 11 DECIDUOUS)

REVISIONS

NO.	DATE	DESCRIPTION

CAUTION
 THIS DRAWING IS THE PROPERTY OF EDWARD ROSE & SONS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY UNAUTHORIZED USE OF THIS DRAWING IS STRICTLY PROHIBITED. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM THE USE OF THIS DRAWING.

3 FULL WORKING DAYS BEFORE YOU DIG CALL
811
 Know what's Below
 Call before you dig
 1-800-482-7171 www.811.org

PEA, Inc.
 2430 Rochester Ct., Ste. 100
 Troy, MI 48063-1022
 T: 248.689.9090
 F: 248.689.1044
 www.peainc.com

EDWARD ROSE & SONS
 1000 RIVERCHURCH RD.
 ANN ARBOR, MI 48106
 T: 734.769.4000
 F: 734.769.4001
 www.edwardrose.com

LANDSCAPE PLAN
ROSE SENIOR LIVING
 PART OF THE SITE PLAN OF SECTION 16, T. 14 N., R. 12 W., S. 12 E. OF THE CITY OF ANN ARBOR, MI.

DRAWN BY: J. W. T. / DATE: 10/2019
 CHECKED BY: J. W. T. / DATE: 10/2019
 DESIGNED BY: J. W. T. / DATE: 10/2019

ORIGINAL ISSUE DATE:
 JUNE 17, 2020
 PEA JOB NO. 2019-462

DRAWING NUMBER
L-1



REVISIONS	
NO.	DESCRIPTION



CALITATION
 THE DESIGN AND CONSTRUCTION OF THE PROJECTS SHOWN ON THESE PLANS ARE THE RESPONSIBILITY OF THE DESIGNER. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE PROJECTS SHOWN ON THESE PLANS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE CITY RECORDS AND CITY ENGINEERING DEPARTMENT RECORDS. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE PROJECTS SHOWN ON THESE PLANS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE CITY RECORDS AND CITY ENGINEERING DEPARTMENT RECORDS. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE PROJECTS SHOWN ON THESE PLANS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE CITY RECORDS AND CITY ENGINEERING DEPARTMENT RECORDS.

3 FULL WORKING DAYS BEFORE YOU DIG CALL 811
 Know what's below
 Call before you dig
 MISS OF System, Inc.
 1-800-222-7171 www.missdig.org

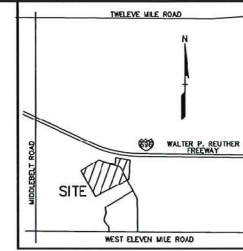
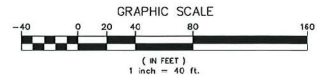


PEA, Inc.
 2430 Rochester Ct. Ste. 100
 Troy, MI 48063-1872
 F: 248.689.9090
 F: 248.689.1044
 www.peainc.com

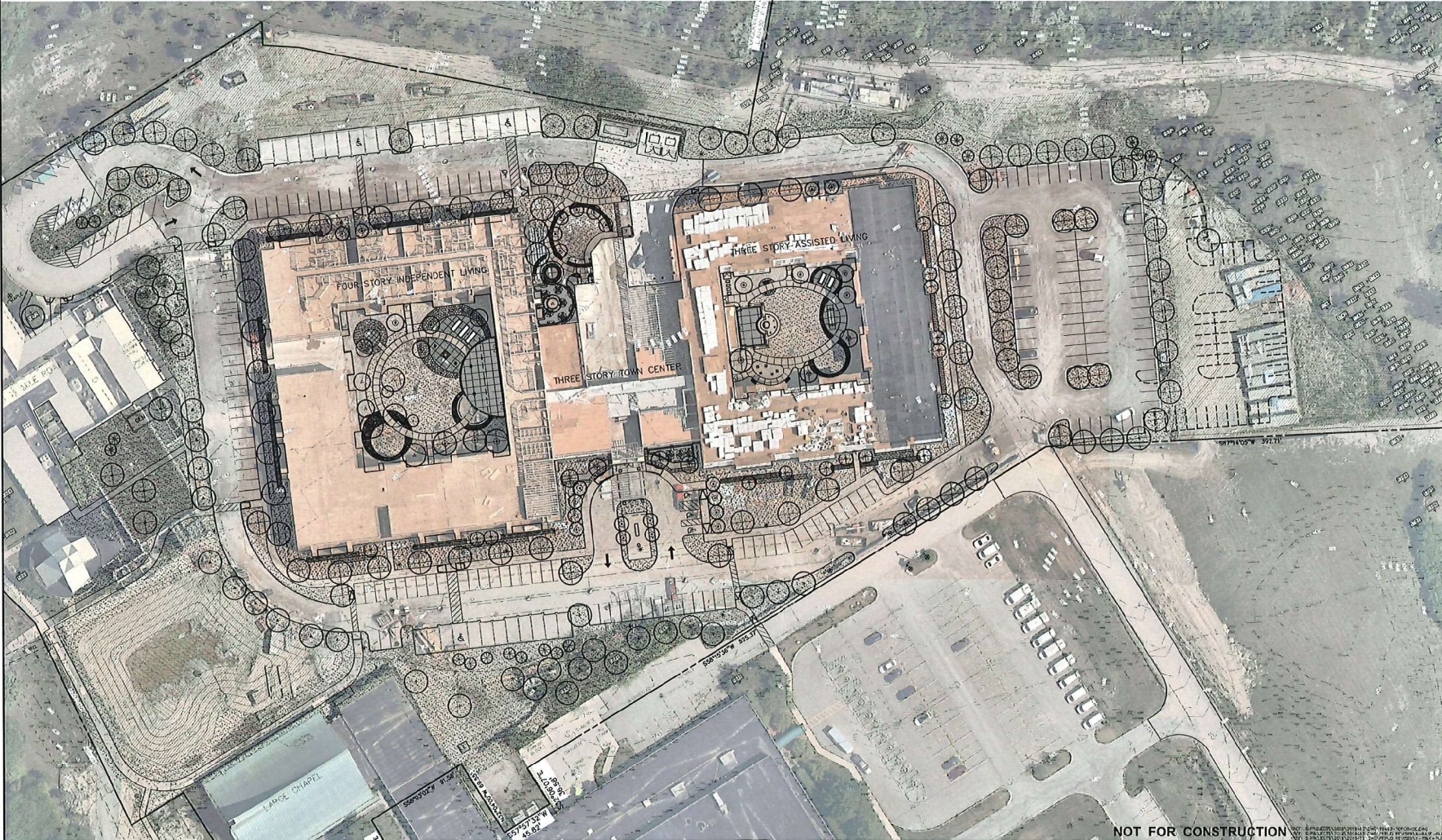
DES.	CHK.	TRK.	SUR.	P.L.M.	JST.
EDWARD ROSE & SONS 3826 WOODWARD AVENUE BLOOMFIELD HILLS, MI 48304 CONCEPTUAL AMENITIES ROSE SENIOR LIVING IN THE CITY OF FARMINGTON, OKLAHOMA COUNTY, MICHIGAN					

ORIGINAL ISSUE DATE:
 JUNE 11, 2020
 PEA JOB NO. 2019-062
 SCALE: N/A
 DRAWING NUMBER:

NOT FOR CONSTRUCTION



NO.	DATE	DESCRIPTION
1		PRELIMINARY
2		REVISIONS
3		REVISIONS
4		REVISIONS
5		REVISIONS
6		REVISIONS
7		REVISIONS
8		REVISIONS
9		REVISIONS
10		REVISIONS
11		REVISIONS
12		REVISIONS
13		REVISIONS
14		REVISIONS
15		REVISIONS
16		REVISIONS
17		REVISIONS
18		REVISIONS
19		REVISIONS
20		REVISIONS
21		REVISIONS
22		REVISIONS
23		REVISIONS
24		REVISIONS
25		REVISIONS
26		REVISIONS
27		REVISIONS
28		REVISIONS
29		REVISIONS
30		REVISIONS
31		REVISIONS
32		REVISIONS
33		REVISIONS
34		REVISIONS
35		REVISIONS
36		REVISIONS
37		REVISIONS
38		REVISIONS
39		REVISIONS
40		REVISIONS
41		REVISIONS
42		REVISIONS
43		REVISIONS
44		REVISIONS
45		REVISIONS
46		REVISIONS
47		REVISIONS
48		REVISIONS
49		REVISIONS
50		REVISIONS



NOT FOR CONSTRUCTION

CAUTION!
 THIS DRAWING IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3 FULL WORKING DAYS BEFORE YOU DIG CALL
811
 Know what's below
 Call before you dig
 MISSISSIPPI, INC.
 1-800-832-7171 www.811.org

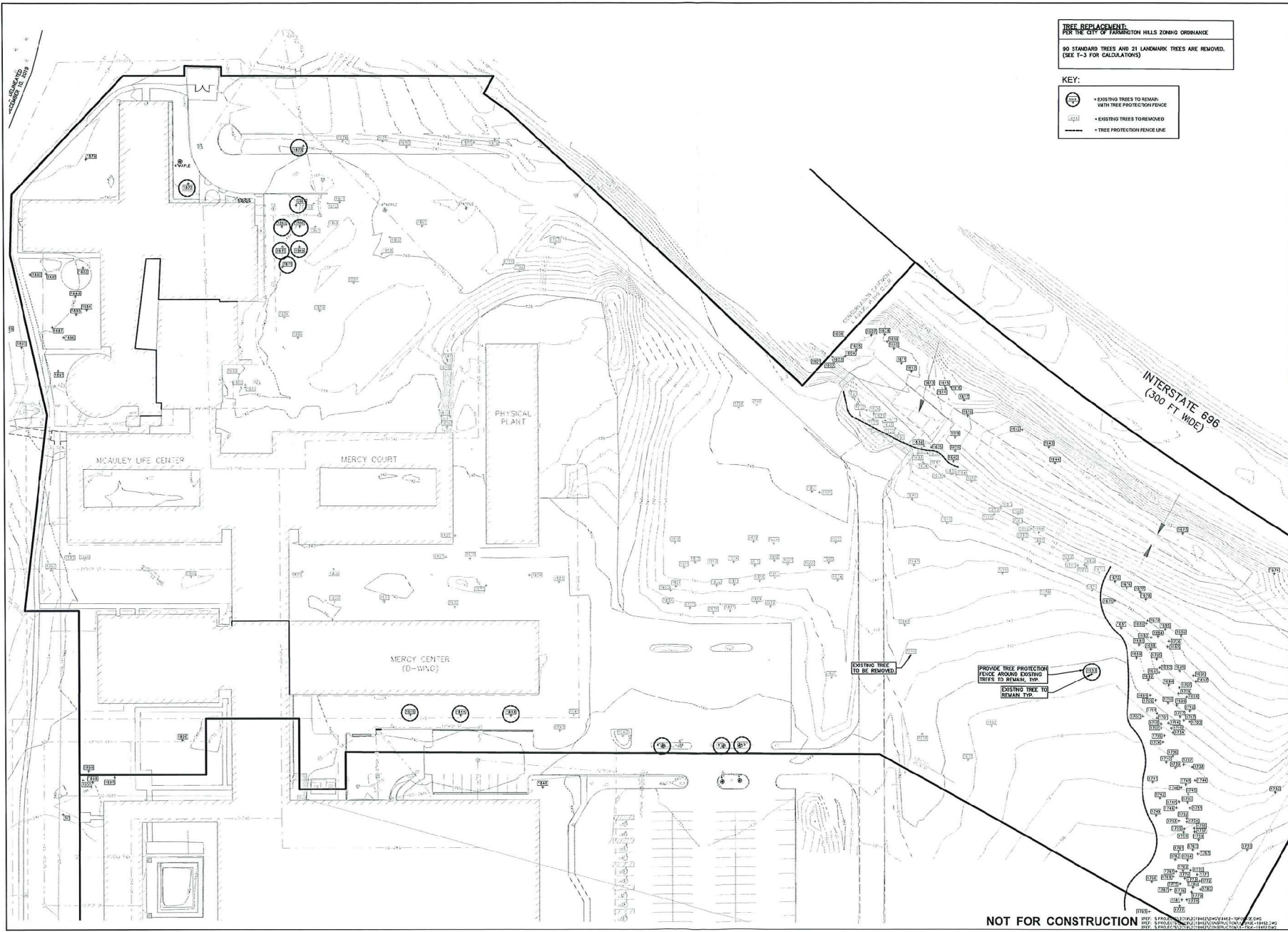


PEA, Inc.
 2430 Rochester Ct., Ste. 100
 Troy, MI 48063-1972
 T: 248.689.9099
 F: 248.689.1044
 www.peainc.com

EDWARD ROSE & SONS
 800 WOODLAND AVENUE
 ANN ARBOR, MI 48106
LANDSCAPE PLAN
ROSE SENIOR LIVING
 PART OF THE E. 1/4 OF SECTION 13, T. 14 N., R. 2 E.,
 CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN
 DATE: 06/17/2020
 DRAWN BY: J. ROSE
 CHECKED BY: J. ROSE
 APPROVED BY: J. ROSE

ORIGINAL ISSUE DATE:
 JUNE 17, 2020
 PEA JOB NO. 2019-482

DRAWING NUMBER:
L-3



TREE REPLACEMENT:
 PER THE CITY OF FARMINGTON HILLS ZONING ORDINANCE
 90 STANDARD TREES AND 21 LANDMARK TREES ARE REMOVED.
 (SEE T-3 FOR CALCULATIONS)

KEY:

- EXISTING TREES TO REMAIN WITH TREE PROTECTION FENCE
- EXISTING TREES TO BE REMOVED
- TREE PROTECTION FENCE LINE

NO.	DATE	DESCRIPTION
1	06/17/2009	ISSUED FOR PERMIT
2	06/17/2009	ISSUED FOR PERMIT
3	06/17/2009	ISSUED FOR PERMIT
4	06/17/2009	ISSUED FOR PERMIT
5	06/17/2009	ISSUED FOR PERMIT
6	06/17/2009	ISSUED FOR PERMIT
7	06/17/2009	ISSUED FOR PERMIT
8	06/17/2009	ISSUED FOR PERMIT
9	06/17/2009	ISSUED FOR PERMIT
10	06/17/2009	ISSUED FOR PERMIT



CAUTION!
 This drawing is a site plan and does not show the actual location of trees. It is intended to show the location of trees to be removed and trees to remain. It is the responsibility of the contractor to verify the location of trees on the site before construction begins. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The contractor shall be responsible for protecting all trees to remain and for replacing any trees removed. The contractor shall be responsible for maintaining the tree protection fence line and for providing tree protection for any trees to remain. The contractor shall be responsible for providing tree protection for any trees to remain. The contractor shall be responsible for providing tree protection for any trees to remain.

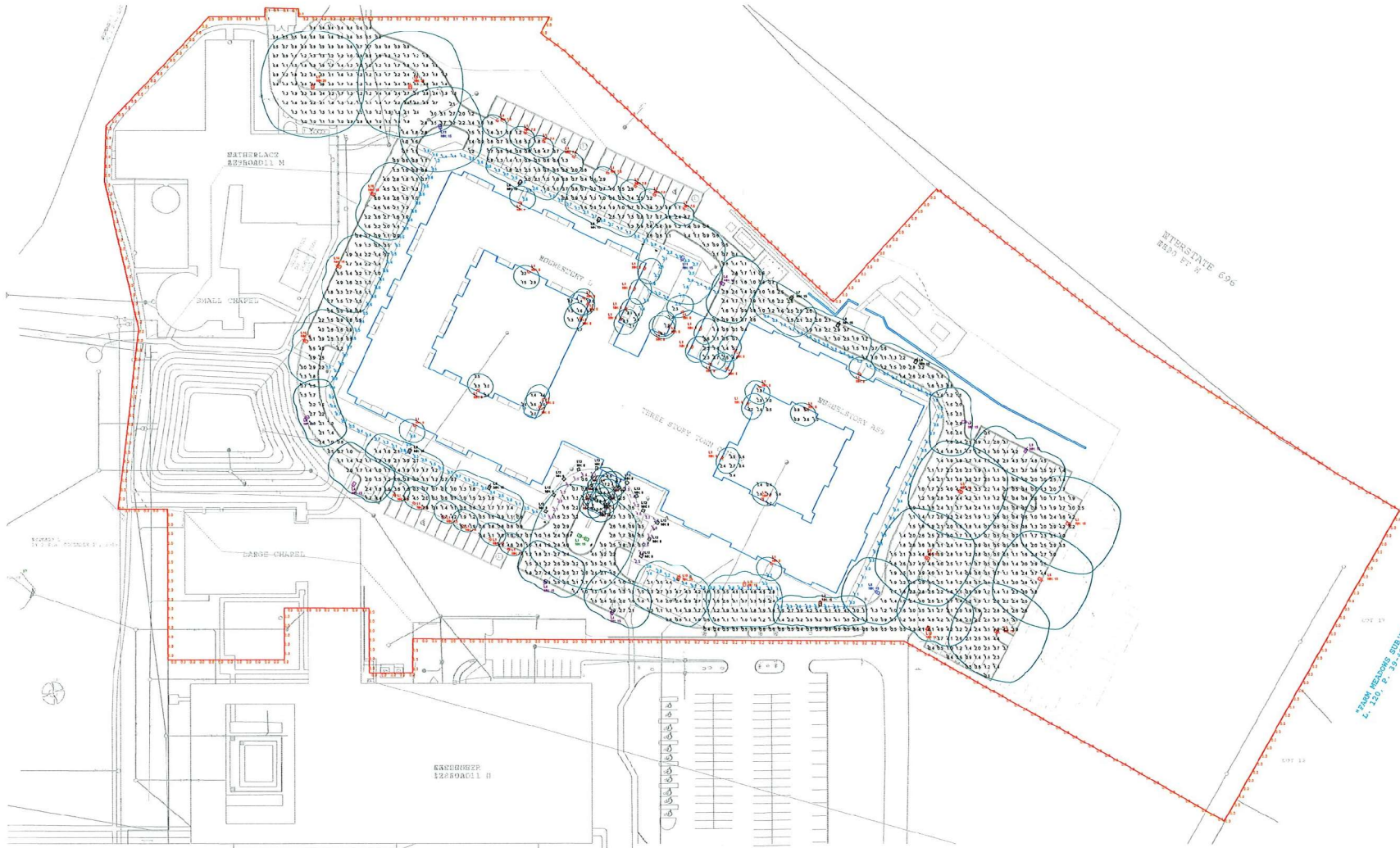
3 FULL WORKING DAYS BEFORE YOU DIG CALL
811
 Know what's Below
 Call before you dig
 MSS System, Inc.
 1-800-482-7171 www.mssdig.org

PEA
PEA, Inc.
 2430 Rochester Ct., Ste. 100
 Troy, MI 48068-8522
 T 248 889 3090
 F 248 889 1044
 www.peainc.com

EDWARD ROSE & SONS
 800 FARMINGTON HILLS BLVD. #100
 FARMINGTON HILLS, MI 48334
TREE PRESERVATION PLAN
ROSE SENIOR LIVING
 PART OF THESE ARE OF SECTION 13, T. 14N., R. 9E., SE. 1/4
 COUNTY OF WASHINGTON, STATE OF MICHIGAN
 CLIENT: ROSE SENIOR LIVING
 DATE: 06/17/09
 DRAWN BY: JRM
 CHECKED BY: JRM
 DATE: 06/17/09

ORIGINAL ISSUE DATE:
 JUNE 17, 2009
 PEA JOB NO. 2019-462
 SCALE: 1" = 50'
 DRAWING NUMBER:
T-1

NOT FOR CONSTRUCTION



Scale: 1 inch= 40 Ft.

Symbol	Qty	Label	LIF	Description	Lum. Watts	Lum. Lumens
[H]	42	L1	0.900	AXOSIA-W	13.5	1526
[H]	1	L2	0.900	GLEON-AF-02-LED-E1-SL2-HSS	113	10318
[H]	1	L3	0.900	GLEON-AF-02-LED-E1-SWQ-7030	113	12406
[H]	6	L4	0.900	GLEON-AF-01-LED-E1-SL4-7030	59	5728
[H]	7	L5	0.900	GLEON-AF-03-LED-E1-SWQ-7030	166	18513
[H]	1	L6	0.900	GLEON-AF-01-LED-E1-SWQ-7030	59	6348
[H]	1	L7	0.900	GLEON-AF-01-LED-E1-SL4-7030-HSS	59	4893
[H]	6	L8	0.900	GLEON-AF-01-LED-E1-SL2-7030-HSS	59	5148
[H]	1	L9	0.900	GLEON-AF-02-LED-E1-SL3-7030	113	11780
[H]	6	L10	0.900	GLEON-AF-02-LED-E1-SL4-7030	113	11193
[H]	2	L11	0.900	GLEON-AF-02-LED-E1-SWQ-7030	113	12406
[H]	6	L12	0.900	HC930D010-HM634830-81MDH	26	2535
[H]	11	L13	0.900	303-B1-LEDB2-3000-UNV-T2-DIM10	15.5	1153

Label	Units	Avg	Max	Min	Max/Min	Avg/Min
Four Story Courtyard Ext Doors	Fc	3.35	10.6	0.5	21.20	6.70
Main Entrance Canopy	Fc	14.98	19.4	6.3	3.08	2.37
Main Entrance Sidewalk	Fc	3.12	5.4	1.0	5.40	3.12
Parking and Drives	Fc	1.93	5.7	0.4	16.75	4.83
Property Line	Fc	0.03	0.2	0.0	N.A.	N.A.
Secondary Entrances	Fc	5.52	9.3	1.9	4.89	2.91
Sidewalks	Fc	1.60	5.1	0.4	15.25	4.00
Sisters of Mercy Parking & Drive	Fc	1.43	3.0	0.4	7.50	3.58
Three Story Courtyard Ext Doors	Fc	2.25	7.9	0.4	19.75	5.63

CALCULATION POINTS TAKEN AT GRADE LEVEL.
MOUNTING HEIGHTS ARE INDICATED ADJACENT TO THE FIXTURE TAG (MH:XX).

NOTE

- THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPROPRIATELY OF LIGHT TO BE DISTRIBUTED PER CODES AND ALL NECESSARY BUILDING AND LIFE SAFETY CODES AND COMPLIANCE.
- LUMINAIRE LAYOUT AND LUMINAIRE LUMENS CALCULATED FROM MANUFACTURER DATA. THESE VALUES CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURED LUMINAIRE MAY VARY UP TO 10% FROM THE NOMINAL WATTAGE. THE RESULTS IN THIS PLAN ARE FOR OTHER AVAILABLE FIELD COVERAGE.
- MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOORUP.
- CLIENT OWEES FOR ALL THE ELECTRICAL, CIVIL, MECHANICAL, ENGINEER AND DOES NOT GUARANTEE REQUIREMENTS AND APPLICABLE CODE COMPLIANCE. CLARUS IS NOT RESPONSIBLE FOR ANY CODE COMPLIANCE.
- THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT MEASUREMENTS OF LIGHTING SYSTEMS. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO VERIFY FOR CODE COMPLIANCE. INCLUDING BUT NOT LIMITED TO: VERIFY THE LIGHTING CODE, VERIFY THE LIGHTING CODE, VERIFY THE LIGHTING CODE AND/OR EIC CODE AND LIGHTING QUALITY COMPLIANCE.

REVISION
REVISION NO. 2
REVISION NO. 2

9075 Barrington St
Madison, MI 48071
P: 248.677.0830
F: 248.677.0512
E: info@clarus-lighting.com

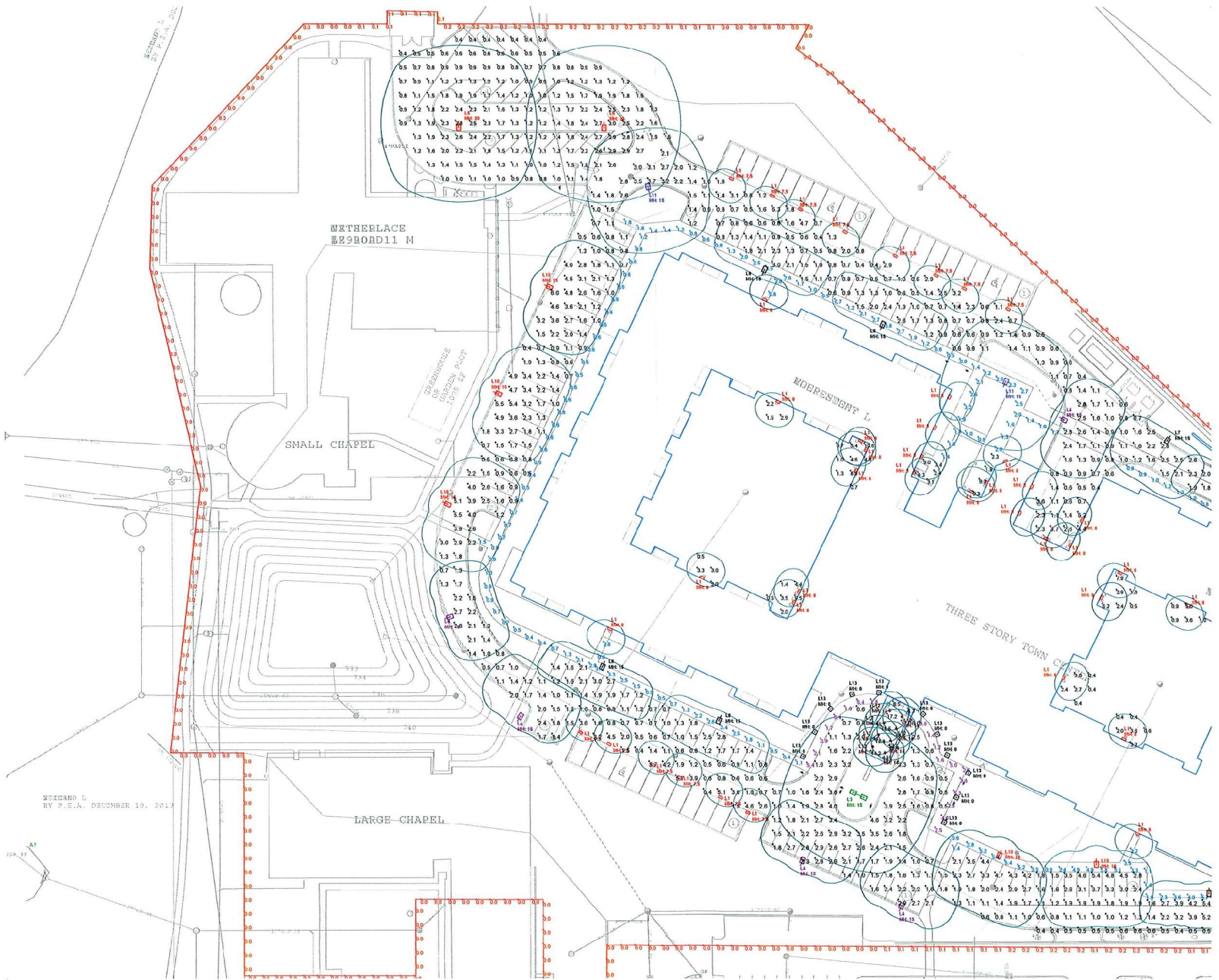


PROJECT TITLE
ROSE SENIOR LIVING
FARMINGTON HILLS, MI

SHEET TITLE
PHOTOMETRIC CALCULATION
SITE LIGHTING

DATE
08-26-20
PROJECT NO.
CLC20-75472
SHEET NO.

L201



REVISION 1
BY P.E.A. DECEMBER 19, 2013

Scale: 1 inch = 25 FT

REVISION
06-18-20
06-26-20

REVISION NO. 1
REVISION NO. 2

30776 Barrington St.
Madison Heights, MI 48071
P: 248.677.0550
F: 248.677.0551
E: info@claruslighting.com



PROJECT TITLE
ROSE SENIORS LIVING
FARMINGTON HILLS, MI

SHEET TITLE
PHOTOMETRIC CALCULATION
SITE LIGHTING
PARTIAL ENLARGED VIEW

DATE
08-26-20
PROJECT No.
CLC20-75472
SHEET No.

L202



Scale: 1 inch=25 Ft.

INTERSTATE 696
8800 FT W

THREE STORY TOWN CENTER
MIDLEVEL STORY ASS

FARM WELDS
L. 120, P. 1

05-15-20
05-26-20

REVISION
REVISION NO. 1
REVISION NO. 2

30775 Barrington St.
Madison Heights, MI 48071
P: 248.677.0850
F: 248.677.0512
E: info@claruslighting.com



PROJECT TITLE
ROSE SENIOR LIVING
FARMINGTON HILLS, MI

SHEET TITLE
PHOTOMETRIC CALCULATION
SITE LIGHTING
PARTIAL ENLARGED VIEW

DATE
08-26-20
PROJECT No.
CLC20-75472
SHEET No.

L203

**MINUTES
CITY OF FARMINGTON HILLS
PLANNING COMMISSION MEETING
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
DECEMBER 14, 2023, 7:30 P.M.**

CALL MEETING TO ORDER

The Planning Commission Regular Meeting was called to order by Chair Countegan at 7:31 p.m.

ROLL CALL

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

Commissioners Absent: None

Others Present: City Planner Perdonik, Staff Planner Canty, City Attorney Schultz, Planning Consultants Bahm and Upfal

APPROVAL OF THE AGENDA

MOTION by Stimson, support by Varga, to approve the agenda as published.

Motion passed unanimously by voice vote.

PUBLIC HEARING

A. AMEND PLANNED UNIT DEVELOPMENT 1, 2020, INCLUDING REVISED SITE PLAN 56-6-2020

LOCATION: 28800 Orchard Lake Road
PARCEL I.D.: 22-23-13-351-008
PROPOSAL: Demolition of small chapel structure for open space in SP-5, Special Purpose zoning district
ACTION REQUESTED: Recommendation to City Council
APPLICANT: Edward Rose & Sons - Mark Perkoski, Dir. Of Acquisitions
OWNER: Farmington Hills Senior Living, L.L.C.

Applicant presentation

Mark Perkoski, Edward Rose & Sons, 38525 Woodward Avenue, Bloomfield Hills, was present on behalf of this request for a recommendation to City Council to amend Planned Unit Development 1, 2020.

Mr. Perkoski provided the following information:

- The applicant was requesting an amendment to remove a 5000 square foot former chapel.
- The chapel was one of three on the property.
- The original plan was to use the chapel as part of a memory care building, but the applicant had determined that the chapel was a nonfunctional space. The building was isolated from parking and had no existing plumbing.
- Removal of the chapel would decrease lot coverage and increase landscaping.
- There would be no change to setbacks or building heights.

Planner's review

Referencing the October 20, 2023 Giffels Webster review, Planning Consultant Upfal highlighted the following:

- At its previous meeting, the Planning Commission determined this was a major amendment to the PUD. The Commission should determine whether the change made any difference to the PUD qualifying criteria.
- The chapel did not have any historical significance.

Public comment

Chair Countegan opened the public hearing at approximately 7:56pm.

Seeing that no members of the public wished to speak, Chair Countegan closed the public hearing and brought the matter back to the Commission.

MOTION by Varga, support by Stimson, to recommend to City Council that the application to amend Planned Unit Development 1, 2020, including Revised Site Plan 56-6-2020 dated October 17, 2023, submitted by Edward Rose & Sons - Mark Perkoski, Dir. Of Acquisitions, be approved, because the plans are consistent with the goals, objectives, and policies of the Master Plan and applicable provisions of the Planned Unit Development Option and Section 34-3.20 of the Zoning ordinance.

Motion passed unanimously by voice vote.

APPROVAL OF MINUTES

November 16, 2023, Regular Meeting

MOTION by Mantey, support by Aspinall, to approve the November 16, 2023 regular meeting minutes as submitted.

Motion carried unanimously by voice vote.

PUBLIC COMMENT

None.

COMMISSIONER/STAFF COMMENTS

Commissioner Ware said she found tonight's study/training session very helpful, and hoped more training sessions would be scheduled.

Commissioner Mantey thanked the City for removing the brush by the City Hall bicycle rack.

Members of the Commission offered seasonal holiday wishes.

Secretary Varga noted that potential federal legislation could prevent hedge funds and private equity firms from owning single family houses.

Chair Countegan acknowledged former planning commissioner Duke Orr in the audience, and Mr. Orr made brief remarks.

Next meetings will be:

- January 18, study session 6:00pm and regular meeting 7:30pm.
- January 25 CIP meeting
- Possible training session to be determined.

ADJOURNMENT

Motion by Grant, support by Trafelet, to adjourn the meeting at 8:07pm.

Motion carried unanimously by voice vote.

Respectfully Submitted,
Marisa Varga
Planning Commission Secretary

/cem

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
CITY HALL – COUNCIL CHAMBER
JANUARY 22, 2024 – 7:30 PM

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

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

Council Members Absent: Dwyer

Others Present: Assistant City Manager Mondora, City Clerk Lindahl, Directors Aranowski, Kettler-Schmult, and Skrobola, Police Chief King, and City Attorney Joppich

PLEDGE OF ALLEGIANCE

Michael Sweeney, Emergency Preparedness Commission member, led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Knol, support by Bruce, to approve the agenda as published.

MOTION CARRIED 6-0.

ADMINISTRATION OF OATH TO CITY CLERK CARLY LINDAHL

Judge Marla Parker administered the Oath of Office to City Clerk Carly Lindahl.

CORRESPONDENCE

There was no correspondence acknowledged.

PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION TO APPROVE THE AMENDMENT TO PLANNED UNIT DEVELOPMENT 1, 2020, INCLUDING REVISED SITE PLAN 56-6-2020.

Director of Planning and Community Development Kettler-Schmult explained that the request before City Council was to amend Planned Unit Development 1, 2020, in order to allow for the demolition of a small chapel. The application is brought forward by Edward Rose & Sons. The site is located at the north side of 11 Mile Road behind the Costick Center. The Planning Commission held a public hearing regarding this application on December 14, 2023, after which they voted unanimously (9-0) to recommend adoption.

Planning Consultant Bahm, Giffels Webster, that because this building is shown in the original PUD Agreement, the Planning Commission had deemed the change to be a major amendment to the 2020 PUD. Through the PUD Amendment process, the Planning Commission had found that the structure was not historic relative to this property, and recommended City Council amend the PUD as requested by the applicant.

In response to a question from Council, Director Kettler-Schmult said that 3.91 acre parcel to the south of this chapel was open space. The applicant had communicated they don't have plans for construction on that space at this time.

Mayor Rich opened the public hearing. Seeing that no one came forward to speak, Mayor Rich closed the

public hearing and brought the matter back to Council.

APPROVED 2/12/2024

MOTION by Bridges, support by Knol, that the City Council of Farmington Hills hereby approves the amendment to PUD Plan 1, 2020, including Revised Site Plan 56-6-2020, dated October 17, 2023, and

IT IS FURTHER RESOLVED, that the City Council directs the City Attorney to prepare the appropriate PUD agreement stipulating the final PUD approval conditions for City Council consideration and final approval.

Council person Boleware confirmed that once the building is demolished, the site will be appropriately landscaped to fit in with the rest of the development.

MOTION CARRIED 6-0.

ADJOURNMENT

MOTION by Aldred, support by Bridges, to adjourn the regular session City Council meeting at 10:17pm.

Respectfully submitted,

Carly Lindahl, City Clerk



DATE: March 25, 2024

TO: Gary Mekjian, City Manager

FROM: Charmaine Kettler-Schmult, Director of Planning & Community Development

SUBJECT: Draft Code of Ordinances Amendments – Noise and Loading and/or Unloading of Trucks

BACKGROUND:

The two (2) attached draft amendments to the Farmington Hills Code of Ordinances regarding noise and the loading and/or unloading of trucks are presented for City Council consideration. The two (2) draft amendments propose revisions to Chapters 17 and 18 of the Code; specifically, **Section 17-101** and **Section 18-165**, which govern noise in the City generally, and noise associated with the loading and/or unloading of trucks, respectively.

Section 17-101 of the Code was last amended in 2004 to address maximum permitted noise levels in various zoning districts at specified times of day. The draft amendment to Section 17-101 would add text previously included in Section 18-165 (to be repealed) of the Code addressing noise from the running engine of a truck and/or trailer stopped for loading and/or unloading or waiting to do so.

Section 18-165, enacted in 1981, is proposed to be repealed to defer noise regulation to the more modern noise standards of Section 17-101 discussed above. Much of the text of Section 18-165 is duplicated within Section 17-101; however, a significant change is that the prohibition on loading and/or unloading of trucks between the hours of 8:00 p.m. and 7:00 a.m., and within five-hundred (500) feet of a dwelling on Sundays will not carry over with the repeal of Section 18-165.

Both draft amendments were drafted by the City Attorney’s Office with input from the City Manager, and Planning and Community Development Department staff.

PROCEDURAL HISTORY:

December 11, 2023 – Staff introduces draft amendments at City Council Study Session and Council directs staff to move draft amendments forward ([minutes](#))

ACTION REQUESTED:

RESOLVE that Council APPROVE the ADOPTION of Code Amendments _____ and _____.

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

Prepared by: Erik Perdonik, City Planner

ATTACHMENTS:

- **Section 17-101 (Noise) – draft amendment adding new Subsection**
- **Section 18-165 (Loading or unloading of trucks) – draft amendment repealing Section.**
- **December 11, 2023 - City Council Study Session meeting minutes**

ORDINANCE NO. C-_____ -2024

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

AN ORDINANCE TO AMEND THE FARMINGTON HILLS CODE OF ORDINANCES, CHAPTER 17, "NUISANCES," ARTICLE VII "PERFORMANCE STANDARDS," SECTION 17-101, "NOISE," FOR PURPOSES OF ADDING A NEW SUBSECTION 17-101(e)(2) TO PROHIBIT NOISE, THAT IS AUDIBLE ON ADJACENT RESIDENTIAL PROPERTY, EMANATING FROM THE ENGINE OF ANY PARKED OR STANDING COMMERCIAL TRUCK OR TRACTOR TRAILER WHILE LOADING OR UNLOADING, OR WHILE WAITING TO LOAD OR UNLOAD, ITS CARGO, IF SUCH VEHICLE IS PARKED OR STANDING FOR SUCH PURPOSES FOR A PERIOD OF MORE THAN TWENTY (20) MINUTES.

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

The Farmington Hills City Code, Chapter 17, "Nuisances," Article VII, "Performance Standards," Section 17-101, "Noise," is hereby amended to add a new subsection 17-101(e)(2) to read as set forth below:

Sec. 17-101. – Noise.

(a) *General requirements.* No operation or activity shall be carried on that causes or creates measurable noise levels that are unreasonably loud or that unreasonably interfere with the peace and comfort of others, or that exceed the maximum noise level limits prescribed in Table A below as measured at any point on property adjacent or in close proximity to the lot or parcel on which the operation or activity is located.

(b) *Method and units of measurement.* The measuring equipment and measurement procedures shall conform to the latest American National Standards Institute (ANSI) specifications. The sound measuring equipment shall be properly calibrated before and after the measurements. Because sound waves having the same decibel (Db) level "sound" louder or softer to the human ear depending upon the frequency of the sound wave in cycles-per-second (that is, depending on whether the pitch of the sound is high or low) an A-weighted filter constructed in accordance with ANSI specifications shall be used on any sound level meter used to take measurements required

in this section. All measurements below are expressed in Db(A) to reflect the use of the A-weighted filter.

(c) *Table of maximum noise levels.* Except as otherwise provided in this section, noise levels shall not exceed the limits set forth in the following Table A:

TABLE A
MAXIMUM PERMITTED NOISE LEVELS

Use	Time	Sound Level (A-Weighted) Decibels Db(A)
Residential (see uses included in RA, RP, RC, SP, MH districts)	7:00 a.m. to 7:00 p.m.	60
	7:00 p.m. to 10:00 p.m.	55
	10:00 p.m. to 7:00 a.m.	50
Business/Office (see uses included in OS, B, ES, P districts)	7:00 a.m. to 7:00 p.m.	65
	7:00 p.m. to 7:00 a.m.	50
Industrial (see uses included in IRO, LI-1 districts), where all adjacent properties are used for industrial/business purposes	Anytime	70
Industrial, where any adjacent properties are used for residential purposes	Anytime	60

(d) *Background noise.* Where existing background noise exceeds the maximum permitted levels specified in Table A, the noise caused or created

by a specific operation or activity may exceed the levels specified in the table, provided that the sound level on property adjacent or in close proximity to the lot or parcel on which the operation or activity is located does not exceed the background noise level. For purposes of this subsection, background noise shall mean noise being produced by permitted uses conducted in a legally-accepted manner from all sources other than those occurring on the lot or parcel on which the operation or activity is located. Background noise levels shall be determined by measurement at substantially the same time and location as the noise levels caused or created by the complained-of operation or activity.

(e) *Intermittent or other unreasonable sounds.*

(1) Intermittent sounds or sounds characterized by pure tones might be a source of complaints, even though the measured sound level does not exceed the permitted level in Table A. Such sounds shall be prohibited when found to be unreasonably loud or to unreasonably interfere with the peace and comfort of others. In making such determination, the following shall be considered:

~~(1)~~ The proximity of the sound to sleeping facilities;

~~(2)~~ The nature of the use from which the sound emanates and the area where it is received or perceived;

~~(3)~~ The time (day or night) the sound occurs; and

~~(4)~~ The duration of the sound.

(2) Noise, that is audible on adjacent residential property, emanating from the running engine of any parked or standing commercial truck or tractor-trailer while loading or unloading, or while waiting to load or unload, cargo is prohibited, if such vehicle is parked or standing for such purposes for a period of more than twenty (20) minutes, even though the measured sound level does not exceed the permitted level in Table A.

(f) *Special exception.* An application for a special exception from the provisions of this section may be submitted to the zoning board of appeals, sitting as an administrative review board for purposes of this provision. The owner or operator of equipment on the property shall submit a statement regarding the effect of noise from the equipment on the overall noise level in the area. The statement shall also include a study of background noise levels, predicted levels of noise measured at the boundary line due to the proposed operation,

and justification for the special exception. If it appears to the zoning board of appeals, in the course of its review of the applicant's application and statement, that the expertise of a sound engineer or other expert shall be necessary in order to review the application, the zoning board of appeals shall be authorized to obtain a reasonable escrow for consulting fees from the applicant and retain such expert for such purposes. Upon review of the request for a special exception, the zoning board of appeals may grant a special exception where such relief would be within the spirit and intent of this ordinance, would not adversely affect the public health, safety, and welfare, and would not be materially injurious to surrounding properties and improvements. The zoning board of appeals may impose conditions of operation in granting a special exception.

(g) *Exemptions.* Noise resulting from the following activities shall be exempt from the maximum permitted sound levels provided such activity occurs in a legally-accepted manner:

- (1) Construction activity (see section 18-164);
- (2) Performance of emergency work, including snow removal;
- (3) Warning devices necessary for public safety, such as police, fire, and ambulance sirens, tornado and civil defense warning devices, and train horns;
- (4) Lawn care and yard maintenance that occurs between 8:00 a.m. and 9:00 p.m.;
- (5) Outdoor school and playground activities when conducted in accordance with the manner in which such spaces are generally used, including, but not limited to, school athletic and school entertainment events;
- (6) Bells or chimes of churches or other places of worship;
- (7) The unamplified human voice; and
- (8) Public works maintenance, repair, or improvement projects being conducted by or on behalf of public agencies.

Section 2 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 3 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 4 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 5 of Ordinance. Effective Date.

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

Section 6 of Ordinance. Date and Publication.

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

Ayes:

Nays:

Abstentions:

Absent:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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

_____, City Clerk
City of Farmington Hills

ORDINANCE NO. C-_____ -2024

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

AN ORDINANCE TO AMEND THE FARMINGTON HILLS CODE OF ORDINANCES, CHAPTER 18, "OFFENSES," ARTICLE V "OFFENSES AGAINST PUBLIC PEACE," FOR PURPOSES OF REPEALING SECTION 18-165, "LOADING OR UNLOADING OF TRUCKS."

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

The Farmington Hills City Code, Chapter 18, "Offenses," Article V, "Offenses Against Public Peace," is hereby amended to repeal and delete Section 18-165, "Loading or Unloading of Trucks."

Section 2 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 3 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 4 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 5 of Ordinance. Effective Date.

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

Section 6 of Ordinance. Date and Publication.

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

Ayes:

Nays:

Abstentions:

Absent:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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

_____, City Clerk
City of Farmington Hills

MINUTES
CITY OF FARMINGTON HILLS
FARMINGTON HILLS CITY COUNCIL
CITY HALL – COUNCIL CHAMBER
DECEMBER 11, 2023 – 6:00PM

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

Council Members Present: Aldred, Boleware, Bridges, Bruce, Dwyer, Knol (arrived at 6:12pm), and Rich

Council Members Absent: None

Others Present: City Manager Mekjian, Interim City Clerk Lindahl, Assistant City Manager Mondora, Directors Kettler-Schmult and Skrobola, Police Chief King, and City Attorney Joppich

ORDINANCE AMENDMENTS – NOISE AND LOADING/UNLOADING TRUCKS

Charmaine Kettler-Schmult, Director of Planning and Community Development, stated that a corporate office in Farmington Hills brought to City’s attention that there were two sections of the city code that deal with noise and the loading and unloading of trucks in commercial districts adjacent to residential districts. Staff has been working with the city attorney's office and found that the older section of the code, Section 18-165, which was enacted in 1981, duplicates what is in the newer portion of the code and is proposed to be repealed so as to defer noise regulation to the more modern noise standards of Section 17-101. She added that Section 17-101 was enacted in 2004, to address maximum permitted noise levels in various zoning districts at specified times of the day.

Director Kettler-Schmult explained that the old section of the code did not allow for loading or unloading of vehicles adjacent to residential districts within 500 feet from 8:00 PM. until 7:00 AM, and the repeal would limit the sound between 7:00 PM and 7:00 AM. but allow for the loading and unloading of vehicles within that time as long as they are kept within the sound limitations that are preserved in Chapter 17. She added that the amendment would now allow for loading and unloading on Sundays and carry over the section of 18 that references noise from a running engine of a truck or trailer that is stopped from that sort of activity for more than 20 minutes.

Discussion was held on Section 18-165(d), unnecessary noise by persons, and how that would be addressed in other portions of the code. Staff explained that would be subject to the decibel level in Section 17.

(Councilmember Knol arrived at 6:12pm)

Council expressed concerns over the idling of trucks, not loading or unloading, in commercial areas close to residential areas for extended periods of time and questioned if the proposed amendment would address that.

In response to Council, Steve Joppich, City Attorney, stated that this ordinance focuses on trucks specifically loading and unloading, however, the amendment will address the Sunday issue and restrict the time trucks are allowed to wait idling to 20 minutes and if the engine is running for more than 20 minutes, and audible on adjacent residential property, they are in violation of the ordinance. He added that under the noise restriction portion of the code, the city may have an enforcement ability on vehicles

idling, not for the purpose of loading or unloading, for extended periods depending on the decibel levels, whether it can be heard across the property line on residential property, and the time frame that is involved.

Council questioned the need for enforcement on trucks blocking ingress lanes and driveways, restricting public access to businesses while loading and unloading.

Director Kettler-Schmult explained that most commercial sites have designated loading and unloading areas and if they are not utilizing that area, the city can notify them that they need to incorporate that into their plans of operations and if it continues to be an issue, they may be subject to a violation, however, staff would need to be notified and see it happening.

Council had questions regarding how decibel levels are measured and if inspectors or officers carry measuring tools and how noise violations are enforced.

Director Kettler-Schmult indicated that if the city is notified of a concern, code enforcement inspectors will inquire about the time of day, duration of the issue and will then go out utilizing a sound meter to observe what is heard at the property boundary and in the event it is off hours and a recurring issue overtime may be authorize for the inspectors to go out and measure during that time.

Police Chief King explained that officers do not carry sound meters and typically by the time they arrive, the trucks are packing up to leave. He noted that the officers will submit a report for follow up, but try to work with the business informing them that they need to implement safeguards to ensure that the delivery trucks are operating according to the city ordinance.

Attorney Joppich clarified that the loading and unloading aspect of the ordinance does not require sound measurement; if the officer can hear the truck at the property line of a residential property, and it has been running more than 20 minutes and there is a witness that can testify to that, the officer will be in good shape to enforce this new section of the ordinance.

The consensus of Council was to move forward with the ordinance amendments.

POLICE DEPARTMENT AXON PROJECT PRESENTATION

Police Chief King thanked Council for fitting this item in to a study session and noted that they are under a time constraint with it being the end of the year. He explained that law enforcement sees rapid advancement of technology in modern policing that covers a variety of areas, and they have difficulty meeting those advances, whether it be with body cameras, tasers, redaction software, computers, technology and vehicles. He added that there is an increasing dependency on subscription-based services, and they have identified an opportunity to advance the departments capability and resources in technology, take advantage of cost savings, consolidate multiple services and technologies into one vendor sole source provider to make the department more effective and efficient.

A video was presented to Council from Axon, highlighting the benefits of their multiple service package for both the police department and the community they serve.

Staff discussed the technologies and services that Axon can provide to increase the effectiveness, efficiency and transparency of the agency, safety of the officers and community and to reduce liability:

- Safer and more effective tasers

- Adding to the LPR network
- Record after the fact services
- Automatic BWC activation with weapon deployment to combat officer activation failures
- GPS location and remote access to command or dispatch center
- Increase services such as evidence processing, warrant submissions, investigative review, and supervisor review and investigations
- Sympathetic activation
- AI assisted video and document redaction, auditing, and transcription services
- Streaming capability to monitor officers involved in pursuits, active restraint or attacks on officers and provide officers with assisted medical response

Chief King informed Council of his concerns with the performance of the conglomerate of vendors and service providers the department currently has, as well as the state and functionality of their current equipment. He added that Axon's services are supported by the city's IT department, collective bargaining units and the Oakland County Prosecutors office.

Staff discussed the projected annual expenditures over five years both staying with what the department has now and bundling services with Axon. It was noted that with Axon as a sole source provider and their 2023 contract pricing, the savings would be \$823,000 over the course of the five-year contract and the department has the capability in the current fiscal year budget to satisfy the initial cost.

Council inquired about options for the annual funding moving forward, if the city was financially able to handle the additional costs and the risk of having to competitively bid on these services separately.

Staff discussed funding options noting that the city was in good financial shape to fund the additional \$243,000 annually and if this project were to be broke up and bid in various pieces there is the potential of paying a lot more.

Council questioned the urgency to approve this now and why it was not presented in the budget last year. Chief King explained that last year they were still in contract with Watchguard and hopeful to work through the issues they were experiencing. He added that some of the technology and bundling was not yet available at that time, and Axon is trying to push this as quickly as possible before the 2023 contract pricing expires.

Discussion was held on the volume of Freedom of Information requests the police department receives, time it takes for staff to process the requests, turnover rate of the staff reviewing FOIA requests, and how the AI software would save a tremendous amount of time and cut down or possibly eliminate the overtime hours for those reviewing video footage.

Further discussion was held on the urgency to have a letter of commitment or contract signed by the end of the year to avoid increase in costs. Staff explained that they would attempt to contact Axon to see if they would accept a verbal commitment with a contract to follow.

The consensus was to put the contract on the agenda for the first meeting in January subject to review by the City Attorney and City Manager.

ADJOURNMENT

APPROVED 1/8/2024

The study session meeting adjourned at 7:26pm.

Respectfully submitted,

Carly Lindahl, Interim City Clerk

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

March 25, 2024

SUBJECT: Consideration of Approval of an Ordinance Authorizing Conveyance of City Owned Property, parcel 22-23-02-153-009, to Everald Small**ADMINISTRATIVE SUMMARY**

- The City received the referenced property from Oakland County due to tax foreclosure in 2009, but was previously owned by a woman named Mary E. Since fall of 2009, the City has owned the parcel.
- The parcel is zoned RA-4 one family residential, is .21 acres large, and is land-locked behind Highview Avenue which is located at the mid to north-eastern portion of the City.
- Applicant and resident, Everald Small, has presented his interest in purchasing parcel 23-02-153-009 at an amount of \$3,000. This amount was reviewed by our City Assessor.
- The applicant will be required to combine this lot to their preexisting property.
- The applicant has also provided an earnest \$200 deposit as a part of the purchase agreement.
- City staff, along with the City Attorney, have been working on the documents required to close on the sale of this property.
- City Charter requires that City Council adopt an ordinance to convey City owned real property. As such, the City Attorney's office has reviewed this item and has drafted the Quit Claim Deed and Ordinance.

RECOMMENDATION

IT IS RESOLVED, that the City Council of Farmington Hills hereby approves the introduction of an ordinance authorizing the conveyance of the property located at 22-23-02-153-009 to Everald Small for the sum of \$3,000, and authorizes the City Manager to sign the quit claim deed and any other documents necessary for closing and conveying said property to Mr. Small, conditioned upon and subject to his compliance with the terms of the Purchase Agreement between Mr. Small and the City.

Prepared by: Gary Mekjian, City Manager

Reviewed by: Cristia Brockway, Economic Development Director

Approved by: Gary Mekjian, City Manager

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

AGREEMENT REGARDING PURCHASE OF PROPERTY

THIS AGREEMENT REGARDING CONVEYANCE OF PROPERTY ("Agreement") is by and between EVERALD SMALL, an individual, whose address is 31791 Highview Avenue, Farmington Hills, Michigan, ("Purchaser") and the CITY OF FARMINGTON HILLS, a Michigan municipal corporation, whose address is 31555 Eleven Mile Road, Farmington Hills, Michigan 48336 ("Seller"), and shall be dated and effective as of the date on which it has been fully executed by Purchaser and Seller (the "Effective Date"). In this Agreement, Purchaser and Seller may be referenced together as the "Parties".

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

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

1. Purchase Price. Purchaser shall pay to the Seller Three Thousand Dollars (\$3,000.00), which amount shall be referred to in this Agreement as the "purchase price." Payment of the purchase price shall be made in a bank certified check, cashier's check, or wire transfer of funds to an account designated in writing by Seller.
2. Earnest Money Deposit. With its delivery of this signed Agreement, Purchaser is depositing with Seller Two Hundred Dollars (\$200.00) in the form of a bank certified check or cashier's check made payable to Seller, which shall be deemed the Earnest Money Deposit to be held and applied by Seller in accordance with one of the following: (a) the terms of this Agreement; (b) a fully executed mutual release; or (c) a determination in a civil action indicating to whom or how the deposit must be paid or applied. If this Agreement is not signed by Seller within thirty (30) days of its receipt of this Agreement signed by Purchaser, the Earnest Money Deposit shall be returned to Purchaser upon written request to Seller.
3. Title Contingency. Within fourteen (14) calendar days after the Effective Date, Purchaser, at its option and expense, may, but is not required to, obtain in its possession a title insurance commitment issued by a title company of Purchaser's choosing ("Title Company") bearing a date later than the Effective Date, wherein the Title Company agrees to issue an ALTA owner's policy of title insurance with standard exceptions in the full amount of the Purchase Price, insuring title to the Property to be good and marketable and free and clear of all liens, claims, easements, restrictions, encumbrances, encroachments, leases or rights of parties in possession of every kind and nature whatsoever, except for "Permitted Encumbrances" as defined below ("Title Policy"). If Purchaser chooses not to obtain a title insurance commitment in accordance with the timing and terms of this paragraph, Purchaser is thereby choosing to accept title in its "AS-IS" condition. If Purchaser chooses to obtain a title insurance commitment in accordance with the timing and terms set forth above, within five (5) calendar days after the date on which Purchaser receives such title insurance commitment, Purchaser shall forward a copy of said commitment to the Seller. Purchaser shall have ten (10) calendar days after the date on which Purchaser receives the title insurance commitment to review same. If Purchaser determines, in his sole discretion, that any lien, claim, easement, restriction, encumbrance, encroachment, lease or right of any party may interfere with Purchaser's contemplated use of

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

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

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

(b) This Agreement and any closing on Purchaser's purchase of the Property from Seller is contingent upon the Property being combined with the adjoining Parcel that is currently owned by Purchaser and has the address of 31971 Highview Avenue, Farmington Hills, Michigan, such that the two properties form and become a single parcel and zoning lot for taxing, use, and zoning purposes (the "adjoining parcel combination"). Purchaser shall complete all applications and submissions necessary, and pay all fees and costs required for the processing and completion of the adjoining parcel combination within ten (10) business days of the Effective Date of this Agreement. This Agreement shall not be considered and is not intended to represent or be relied upon as an indication or assurance of any kind as to whether the City will approve the adjoining parcel combination. In the event the adjoining parcel combination is not completed and finalized on or before the closing, this Agreement and all of the obligations and liabilities of the Seller and Purchaser may be terminated by Seller, in Seller's sole discretion, and shall be of no further force and effect. Denial of the adjoining parcel combination, even if by the City of Farmington Hills, shall not be deemed a default by Seller under this Agreement.

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

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

6. At Closing and Conveyance to Purchaser. At closing and prior to Seller's execution and delivery of a quit claim deed (in the form attached as Exhibit "B") conveying the Property to Purchaser, Purchaser shall have completed the following: (a) pay the purchase price to Seller

with verification to Seller that such payment has cleared with funds deposited into Seller's desired bank account; (b) pay all required transfer taxes, closing fees and costs, costs associated with recording the deed from the Seller, and any other costs associated with or required for consummation of this transaction; (c) finalization of the property combination(s) required under this Agreement; and (d) execute a Property Transfer Affidavit as required by law and any and all other required documents required for the conveyance of the Property.

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

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

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

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

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

12. Condition of Premises. Purchaser acknowledges that it is purchasing and by closing this transaction shall be deemed to have accepted the Property "AS IS." Purchaser acknowledges that (a) it has examined the Property in person or otherwise to its satisfaction; (b) it has had the opportunity to conduct additional inspections, surveys, examinations, environmental testing, soils testing, and other due diligence for the purchase of the Property; (c) Seller acquired ownership of the Property by way of a tax foreclosure and conveyance by Oakland County pursuant to and under the State of Michigan tax foreclosure and sale laws and procedures, and Seller has not inspected the Property and has no knowledge of its condition; and (d) Seller has not made any representations or warranties of any kind concerning the Property upon which

Purchaser has placed reliance except as provided in this Agreement. Further, Purchaser hereby agrees to release Seller, Seller's employees, officials, councils, consultants, and attorneys from any and all claims whatsoever related to the condition of the Property, including without limitation any encroachments and defects involving the title or possession, soil conditions, environmental or hazardous material contamination, suitability for construction or use of any kind, or other conditions. Seller makes no representations regarding the existence or non-existence of environmental contamination or hazardous materials of any nature on, under, or near the Property and Purchaser shall indemnify and hold Seller harmless from any claims of contamination and/or statutory obligations to clean up the Property. Purchaser is strictly liable for the investigation of the title to and encroachments onto the Property and inspection of the Property itself, prior to signing this Agreement.

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

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

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

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

17. Non-Assignability. Purchaser shall not assign, sell, or transfer this Agreement or any of its rights, obligations, or interests arising hereunder without the prior written consent of Seller, which consent may be withheld for any reason or no reason at all, in Seller's discretion. Any purported assignment contrary to the terms hereof shall be null, void, and have no force and effect, and shall not relieve the assignor of its obligations under and pursuant to this Agreement.

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

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

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

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

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

PURCHASER:

Dated: 12.7, 2023


Everal Small, an individual

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of December, 2023, by Everal Small, an individual.

DEBORAH SIEGEL MOTLEY
Notary Public, State of Michigan
County of Oakland
My Commission Expires Mar. 25, 2024
Acting in the County of OAKLAND

, Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 03/25/2024

SELLER:
CITY OF FARMINGTON HILLS

Dated: _____, 2023


By: Gary Mekjian
Its: City Manager

Dated: _____, 2023

Attested By: Pamela B. Smith
Its: City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Gary Mekjian, City Manager, and attested to by Pamela B. Smith, Clerk, on behalf of the City of Farmington Hills.

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

EXHIBIT A

Legal Description: T1N, R9E, SEC 2 FARMINGTON HEIGHTS LOTS 37 & 38 BLK Q, ALSO
BEG AT SE COR LOT 15 BLK Q OF 'FARMINGTON HEIGHTS', TH N 00-03-00 E 115 FT, TH S
89-57-00 E 40 FT, TH S 00-03-00 W 115 FT, TH N 89-57-00 W 40 FT TO BEG 5-25-84 FR 002,
003, & 007

Parcel # 23-02-153-009

Address: None (Vacant Land, Farmington Hills, Michigan)

EXHIBIT B

Quit Claim Deed

KNOW ALL MEN BY THESE PRESENTS, that **CITY OF FARMINGTON HILLS**, a Michigan municipal corporation, 31555 W. Eleven Mile Road, Farmington Hills, MI 48336 ("Grantor"), for and in consideration of the sum of Three Thousand Dollars (\$3,000.00), the receipt of which is acknowledged, conveys to **EVERALD SMALL**, an individual, whose address is 31791 Highview Avenue, Farmington Hills, Michigan ("Grantee"), the real property situated in the City of Farmington Hills, County of Oakland, State of Michigan described on the attached and incorporated Exhibit "A" (the "Property"), together with all of the tenements, hereditaments, and appurtenances thereto belonging or in otherwise appertaining, subject to (a) restrictions, conditions, reservations, covenants, and easements of record, if any, and (b) all applicable building codes and zoning and other ordinances.

Grantor grants to Grantee the right to make any and all division(s) remaining under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Grantor covenants and represents that it has not previously conveyed or transferred the above-described property or any part thereof.

Dated _____, 2024.

Signed by:
CITY OF FARMINGTON HILLS

By: Gary Mekjian
Its: City Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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

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

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

When recorded return to: Grantee	Send Subsequent Tax Bills To:	Recording _____	Fee:
--	--------------------------------------	---------------------------	-------------

	Grantee	Transfer Tax: _____ Parcel No.: 23-02-153-009
--	---------	---

Exhibit "A" to Quit Claim Deed

Legal Description:

T1N, R9E, SEC 2 FARMINGTON HEIGHTS LOTS 37 & 38 BLK Q, ALSO BEG AT SE COR
LOT 15 BLK Q OF 'FARMINGTON HEIGHTS', TH N 00-03-00 E 115 FT, TH S 89-57-00 E 40
FT, TH S 00-03-00 W 115 FT, TH N 89-57-00 W 40 FT TO BEG 5-25-84 FR 002, 003, & 007

Parcel # 23-02-153-009 (VACANT)

CITY OF FARMINGTON HILLS
Assessing Office
31555 Eleven Mile Road, Farmington Hills, MI 48336
www.fhgov.com

Phone: 248-871-2470

Account # 101000-000-607-045

FEE \$85

LAND COMBINATION

Administrative Review

Land Combination # _____ Received by: _____ Date: _____

TO THE CITY ASSESSOR OF THE CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN:
I (We) the undersigned do hereby make application to the City Assessor to adjust the property herein described and in support of this application the following facts are shown:


1. Parcel Numbers to be combined:

23- 02-153-009
23- 02-153-004
23- _____

2. STATEMENT OF OWNERSHIP:

NAME: <u>Everaldo Small</u>	NAME(2): _____
ADDRESS: <u>31791 Highview Ave</u>	ADDRESS: _____
CITY: <u>Farmington Hills 48334</u>	CITY: _____
PHONE: _____	PHONE: _____
EMAIL: _____	EMAIL: _____

I (We) being the legal owner(s) of the above parcels, request the combination of the referenced property.

<u></u>	_____
Signature of Owner	Signature of Owner
Date: <u>1.5.24</u>	Date: _____

3. Petitioner (if different from owner): _____

Signature of Petitioner
Date: _____

DO NOT WRITE BELOW THIS LINE

ASSESSOR'S OFFICE APPROVAL:

Name on land file: _____

SAD, Payoffs: _____

Taxes Paid: _____

Department Signature: _____

COMMENTS: _____

CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN

ORDINANCE NO. C-____-24

AN ORDINANCE TO AUTHORIZE THE
CONVEYANCE OF CERTAIN PROPERTY TO
EVERALD SMALL, AN INDIVIDUAL.

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1.

The City Council of the City of Farmington Hills authorizes the City Manager to, upon Purchaser's payment of \$3,000.00, execute and deliver an appropriate deed conveying the City of Farmington Hills' interest in the property described on the attached Exhibit A to Everald Small, an individual ("Purchaser"), conditioned upon and subject to Purchaser's compliance with the terms of the Purchase Agreement between the City and Purchaser.

Section 2. Repealer.

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

Section 3. Severability.

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

Section 4. Savings.

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

Section 5. Effective Date.

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

Section 6. 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 _____, 2024, and ordered to be given publication in the manner prescribed by law.

Ayes:

Nayes:

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 _____, 2024, the original of which is on file in my office.

CARLY LINDAHL, City Clerk
City of Farmington Hills

EXHIBIT A

Legal Description: T1N, R9E, SEC 2 FARMINGTON HEIGHTS LOTS 37 & 38 BLK Q,
ALSO BEG AT SE COR LOT 15 BLK Q OF 'FARMINGTON HEIGHTS', TH N 00-03-00
E 115 FT, TH S 89-57-00 E 40 FT, TH S 00-03-00 W 115 FT, TH N 89-57-00 W 40 FT
TO BEG 5-25-84 FR 002, 003, & 007

Parcel # 23-02-153-009

Address: None (Vacant Land, Farmington Hills, Michigan)

REPORT TO THE CITY COUNCIL FROM THE CITY CLERK – MARCH 25, 2024

SUBJECT: Consideration of approval of a Special Event Permit for the Farmington Community Library Food Truck Tuesday's community awareness events to be held once a month May through August, 2024

ADMINISTRATIVE SUMMARY:

- The City received a formal application from Sherri Vaughn, representing the Farmington Community Library, for a Special Event Permit to hold Food Truck Tuesdays on the third Tuesday of every month beginning in May through August 2024 at the Farmington Community Library located at 32737 W. 12 Mile Road, Farmington Hills from 12pm to 2pm. The specific dates are May 21, June 18, July 16, August 20.
- Food Truck Tuesdays is a community awareness event that will feature a different food truck each month. The event will consist of two 10x10 tents with two folding tables and four chairs under each tent to promote library services.
- 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 events being held each month, subject to the following conditions and details as verified by the applicant:
 - There will be plenty of parking provided on the property for attendees at the event
 - The applicant is expecting approximately 100 participants each day
 - There will be roughly four food trucks (one per month) with two 10x10 tents on the property with tables and chairs during lunch hours.
 - The applicant has not asked for assistance from the Police Department at this time and there are no issues with emergency vehicle access
 - There shall be no parking within 20' of any tent
 - Egress shall be maintained throughout the building
 - Fire lanes shall not be blocked or restricted
 - Cooking/open flame devices shall not be used under tents and shall be at least 20' away
 - Proponent must contact the Fire Department to discuss the food truck inspection process
 - Food trucks shall operate according to NFPA and Fire Prevention Code standards, and specifically:
 - Ensure that fuel tanks are filled to the capacity needed for uninterrupted operation for the duration of the event
 - All connections/piping shall be checked for leaks prior to operating
 - Any cooking system which produces grease laden vapors shall be protected by listed fire extinguishing equipment
 - Fire extinguishers shall be installed and maintained according to NFPA 10
 - All applicable permits shall be applied for through the Building Department
 - Event shall comply with minimum Fire Prevention Code requirements
 - Each food truck must have a current State of Michigan License

RECOMMENDATION:

IT IS RESOLVED, that City Council hereby approves a Special Event Permit for the Farmington Community Library Food Truck Tuesdays to be held on the third Tuesday of every month beginning in May through August, 2024 at the Farmington Community Library located at 32737 W. 12 Mile Road, Farmington Hills from 12pm to 2pm, subject to the terms and conditions outlined in the City Clerk report dated March 25, 2024.

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)

Farmington Community Library -Sherri Vaughn

APPLICANT'S RESIDENTIAL ADDRESS:

32737 W. 12 Mile Road

Farmington Hills, MI 48334

CITY

ST

ZIP

APPLICANT'S PHONE: Office: 2485536873

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:

32737 W. 12 Mile Road, Farmington Hills, MI 48334

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:

Food Truck Tuesdays: May 21; June 18; July 16; Aug. 20, 2024 from 12-2 p.m. in the parking lot closest to 12 Mile Road. One food truck will be available each month with food available for purchase during the lunch hour. We will have two 10x10 tents with two folding tables and four chairs under each tent to promote library services.

DATE OF THE EVENT: _____ TIME OF YOUR EVENT: _____

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: 100

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: 2 10x10 tents Library owned tents

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? _____

Sherrl Vaughn
Applicant's Signature

DATE: 1/28/24 Sherrl Vaughn
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:
N/A Insurance Certificate (If required by city)
 Indemnification Agreement (Special Events)
N/A Clean Up Deposit (if required by city)
N/A Tent Certificate of Flame Resistance
N/A Tent Co. Information (see above)
 Names/Addresses of Corporation
N/A Neighborhood Signatures (block parties closing a road)
N/A Carnivals Only (State of MI Certificate)

**SPECIAL EVENT
INDEMNIFICATION AGREEMENT**

For and in consideration of the issuance of a license to hold a Special Event Food Trucks Tuesdays in the City of Farmington Hills and in satisfaction of the City of Farmington Hills' lawful ordinance requirement for the provision of this Agreement as a condition of the issuance of a license allowing the undersigned applicant to hold a Special Event within the City, the applicant identified below:

(1) Accepts all risks of, and agrees that the City, and its officers, employees, agents, representatives, and contractors, shall not be liable and/or responsible for, any damages, death and/or injuries that occur to or are suffered by any person (be it the undersigned applicant or any other person), property and/or other item which is caused by or results from the undersigned applicant's activities during the Special Event.

(2) Agrees to indemnify and hold harmless the City and its officers, employees, agents, representatives, and contractors from any and all damages, injuries, liability, claims, actions, losses, demands and/or lawsuits, including attorney fees and costs that arise out of the undersigned applicant's activities during the Special Event.

Applicant's Printed Name: Sherrri Vaughn

Applicant's Signature: Sherrri Vaughn

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Indemnification Agreement was acknowledged before me this 24th day of January, 20 24, by Sherrri Vaughn.

CRYSTAL C. PETERSON
Notary Public, State of Michigan
County of Oakland
My Commission Expires 12/29/2025
Acting in the County of Oakland

Crystal Peterson
Notary Public
Acting in Oakland County, Michigan
My commission expires: December 19, 2025

Food Truck Tuesdays

Picnic Tables



Picnic Table #1



Picnic Table #2



Picnic Table #3



Picnic Table #4



Picnic Table #5



Picnic Table #6



Library Building

Food Truck



Food Truck

Vendor Tables

Blocked off area of Parking Lot



Parking Lot Area Blocked Off



Tent #1



Tent #2



Table #1



Table #2



This map displays where the vendor tables, picnic tables, and food truck will be located for each Food Truck Tuesday Series event.

Table 3



Table 4

Event Signage



Event Signage



Event Parking Signage

Untitled layer

**CITY OF
FARMINGTON HILLS**

**RULES OF THE CITY
COUNCIL AND
GUIDELINES OF
CONDUCT**

(As Amended Through ~~June 26~~March 25, 2023~~4~~)

CONTENTS

RULES OF THE CITY COUNCIL

- A. Regular and Special Meetings
- B. Meeting Procedure
- C. Closed Meetings
- D. Voting and Discussion
- E. Citizen Participation
- F. Agenda
- G. Consent Agenda
- H. Recording of Council Meetings
- I. Miscellaneous
- J. Committee Assignments

GUIDELINES OF CONDUCT

- A. Public Relations
- B. City Council Relations with City Staff
- C. City Council Relations with City Commissions and Committees and Council Member Representation to other Agencies and Groups

**CITY OF FARMINGTON HILLS
RULES OF THE CITY COUNCIL**

A. REGULAR AND SPECIAL MEETINGS

1. REGULAR MEETINGS:

Regular meetings of the City Council will be held, at a minimum, on the second and fourth Mondays of each month beginning at 7:30p.m., local prevailing time, at the City Hall. Regular meetings may be rescheduled to other times by a vote of the Council.

2. SPECIAL MEETINGS:

A special meeting may be called by the Mayor, or any of four (4) or more members of Council and upon at least eighteen (18) hours notice to each member.

3. BUSINESS AT SPECIAL MEETINGS:

No business shall be transacted at any special meeting of the Council unless the same has been stated in the notice of such meeting.

4. STUDY SESSIONS:

Study sessions of the Council will be held as necessary and as scheduled by Council. The City Manager and City Clerk will prepare an agenda for these meetings prior to the start of such meetings.

5. REGULAR AND SPECIAL MEETING NOTICE (POSTING) REQUIREMENTS:

- A. For regular meetings of the Council, the Clerk shall post at the City Hall, within three (3) days after the first meeting of the Council in each calendar year, a public notice stating the dates, times and places of its regular meetings for the year.
- B. For a rescheduled regular or a special meeting of the Council, a public notice stating the date, time and place of the meeting shall be posted at least 18 hours before the meeting.
- C. However, such notice, as described in 5A and B above, is not required for a meeting of the Council in emergency session in the event of a widespread natural disaster or a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the Council determine that delay would be detrimental to the City's efforts in responding to the threat.

6. MAILING OF MEETING AGENDAS:

Upon written request of an individual, organization, firm or corporation, and upon the requesting party's payments of an annual fee of not more than the reasonable estimated cost for printing and postage of such notices, the Clerk shall send to the requesting party, by first class mail, a copy of regular meeting agendas. The Clerk shall also notify any requesting party that a copy of each regular meeting agenda is posted on the City's website for public access prior to each such meeting. Upon written request, the Clerk shall electronically provide a copy of such notices of meetings to any newspaper published in the State of Michigan and to any radio and television station located in the State free of charge.

7. MINUTES OF REGULAR AND SPECIAL MEETINGS:

- A. A journal of the proceedings of each regular and special meeting will be kept in the English language by the Clerk and shall be signed by the City Clerk, upon approval by Council.
- B. Proceedings of the Council, or a brief synopsis thereof, will be published in a newspaper of general circulation within the City within 15 days following each meeting.
- C. Proposed minutes of regular or special meetings will be available for public inspection not more than eight business days after such meeting.
- D. Approved minutes will be available for public inspection not later than five business days after the meeting at which the minutes were approved.

B. MEETING PROCEDURE

1. MEETINGS TO BE PUBLIC:

All regular and special meetings of the City Council shall be open to the public and citizens shall have a reasonable opportunity to be heard under such rules and regulations as the Council may prescribe.

2. ORDER OF BUSINESS:

An agenda for each Regular Council meeting shall be prepared by the Mayor, City Manager and City Clerk in accordance with the following order of business:

- a. Call Meeting to Order
- b. Pledge of Allegiance
- c. Roll Call
- d. Approval of Agenda
- e. Announcements/Presentations from City Boards, Commissions, and Public Officials
- e-f. Correspondence
- f-g. Consent Agenda
- g-h. Consent Agenda Items for Discussion
- h. ~~Public Questions & Comments~~
- i. Council Members' Comments and Announcements
- j. City Manager Update
- k. Public Hearings
- l. Unfinished Business
- m. New Business
- n. City Manager Reports
- o. Additions to Agenda
- p. Public Comments
- p-q. City Attorney Report (first meeting of the month)
- q-r. Adjournment

3. QUORUM:

Four (4) members of the Council in office at the time shall be a quorum for the transaction of business.

4. PRESIDING OFFICER:

The presiding officer shall be responsible for enforcing the Rules of the City Council, contained herein, as well as the Code of Conduct. The Mayor shall be the presiding officer of the Council. In the absence of or disability of the Mayor, the Mayor Pro Tem shall be the presiding officer of the Council. In the absence or disability of both, the Council may designate another of its members to serve as presiding officer during such absence or disability.

5. PRESENTATIONS:

- a. During the regular session of a City Council meeting, those who have been invited by the City Council or Administration to make presentations and those who have an application or proposal as an item of business on the agenda and wish to make a presentation, may, if allowed by Council and upon the direction of the Mayor at the meeting, do so by coming before the public microphone, stating their name and, if appropriate, group or business affiliation, and making their presentation to Council for such duration as may be allowed by the Mayor or chair of the meeting. All persons presenting or commenting during the regular session of a City Council meeting shall do so, in person, at the meeting.
- b. Those who have been invited by the City Council or Administration to make a presentation relating to a study session agenda item may, upon direction of the Mayor or City Manager, make their presentation for such duration as may be allowed by the Mayor or chair of the meeting. Presentations at study sessions shall be in person, except presenters may make remote study session presentations by a secure remote audio and video communication connection established by the City to avoid incurring costs and expenses for the presenter's long-distance travel to the City or in bona fide emergency, or unexpected circumstances, as determined in the City Manager's discretion, and not for convenience, provided the City Manager and Clerk have been given sufficient advance notice to make the necessary arrangements.

C. CLOSED SESSIONS

1. PURPOSE:

The City Council may only meet in closed session for purposes defined in the Michigan Open Meetings Act. Closed sessions may occur before or after the regular session portion of a regular meeting or at a special meeting, as follows:

~~A. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or if permitted by the City Charter or applicable ordinances to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing. A person requesting a closed hearing may rescind the request at any time, in which case the matter at issue shall be considered after the rescission only in open session.~~

~~B. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.~~

Formatted: Indent: Left: 0.5", First line: 0"

Formatted: Indent: Left: 0.5", First line: 0"

~~C. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.~~

Formatted: Body Text, Indent: Left: 0.5"

~~D. To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the Council.~~

Formatted: Indent: First line: 0"

Formatted: Indent: Left: 0.5"

Formatted: Indent: Left: 0.5", First line: 0"

~~E. To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. All interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to the Michigan Open Meetings Act.~~

Formatted: Indent: Left: 0.5"

Formatted: Indent: Left: 0.5", First line: 0"

~~F. To consider material exempt from discussion or disclosure by state or federal statute.~~

Formatted: Indent: Left: 0.5"

Formatted: Indent: Left: 0.5", First line: 0"

2. CALLING CLOSED SESSIONS:

A ~~two-thirds~~ roll call vote of the Council members elected or appointed and serving shall be required, ~~except under Sections (a) and (b) above~~. The roll call vote shall be taken at an open meeting and the purpose for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

3. MINUTES OF CLOSED SESSIONS:

A separate set of minutes shall be taken by the Clerk or the designated Secretary at the closed session. These minutes will be retained by the Clerk of the Council for the period of time required by the Michigan Open Meetings Act, shall not be available to the public and shall be disclosed if required by a civil action.

Closed meeting minutes may be distributed to Council for review at a closed meeting and may be approved, in Council's discretion, and returned to the Clerk.

4. CONFIDENTIALITY OF CLOSED SESSION INFORMATION:

A City Council member shall not divulge to any unauthorized person confidential information discussed in a closed session. Council members shall honor the confidentiality of the debate, discussion and preliminary action, if any, taken in closed session; and be aware of the potential financial liability and/or harm to the reputation of the City by premature disclosure.

D. VOTING AND DISCUSSION

1. ROLL CALL:

In all roll call votes, the names of the members of the Council shall be called. A vote upon all ordinance enactments, rezoning issues and liquor license requests shall be taken by a roll call vote and entered upon the records.

2. RESULTS OF VOTING:

In all cases where a vote is taken, the Chair shall declare the result.

3. DUTY TO VOTE:

Whenever a question is put before the Chair, every member shall vote, provided however, that no member shall be required to vote if that member shall have a conflict of interest and shall state his/her conflict of interest. If a member is precluded from voting pursuant to a conflict of interest, that member shall refrain from participating in the discussion on the issue.

EXCEPTION: A Councilmember should not vote on the question of approving, correcting or amending minutes of meetings at which the member was absent for the reason that such member is unable to determine the accuracy of such minutes.

4. CONDUCT OF DISCUSSION:

The maker of the motion shall speak first; the supporter of the motion shall speak second. During Council discussion and debate, no member shall speak until recognized for the purpose by the Chair. After such recognition, the member shall confine discussion to the question at hand. Personal comments about other individuals should be avoided. When addressing other members of Council they should be addressed by title and/or last name but not by first name. No member should request to speak a second time on a motion as long as another is requesting recognition to speak for a first time.

5. COUNCIL MEMBER REQUESTS FOR POSTPONEMENTS:

Requests for postponements on agenda items from members of council requires approval by a majority of Council present.

6. RULES OF PARLIAMENTARY PROCEDURE:

The rules of parliamentary practice as contained in Robert's Rules of Order, most recent edition, shall govern the Council in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Ordinances and Charter of the City of Farmington Hills.

7. RECONSIDERATION OF MOTIONS:

When a question has been decided, it shall be in order for any Council member who voted on the prevailing side of the question to move the reconsideration at

the same meeting or at the next regularly scheduled meeting, provided no action has been taken as a result of the previous vote.

8. GENERAL CONSENSUS:

General consent or consensus may be used to give direction and the minutes should indicate that a majority consented.

E. CITIZEN PARTICIPATION

1. GENERAL:

Each council meeting agenda shall provide for reserve time for audience participation, as requested, hereby known as Public Questions and Comments.

2. LENGTH OF PRESENTATION:

Members of the public at the meeting shall not speak unless recognized by the Chair. Members of the public shall be limited to speaking for a maximum of ~~five~~ three (3) minutes during any public hearing or public comment.

3. PERSONS ADDRESSING THE COUNCIL:

A. Persons shall not speak unless recognized by the Chair.

B. Prior to addressing Council, members of the public shall come before the public microphone, state their name and, if appropriate, group affiliation.

C. Comments shall be directed to Council and not to or at other persons.

D. Persons must address Council by speaking, they shall not yield their time to other speakers, and they shall not play audio or video recordings.

E. While comment upon the action, inaction, or performance of the Council and the City of Farmington Hills commissions, boards, employees and consultants is allowed, profane, vulgar, or abusive language and personal attacks will not be tolerated.

F. If speakers have materials they wish to hand out to members of Council, they must inform or signal to the Clerk who will receive them from the speaker and hand them out.

G. Members of the public shall not disturb speakers at the podium and shall not interrupt Council members or staff while they are speaking during a meeting or otherwise disrupt a Council meeting.

H. Comments by persons in the audience by voice, clapping, or otherwise, showing approval or disapproval of any remarks of the speaker or member(s) of the public body are not allowed.

~~The Council may in its discretion limit public comments to new information or matters not fully addressed at any previous meeting regarding the agenda item at issue.~~

4. DEVIATION:

Upon the request of a member of the Council, the ~~Mayor-Chair~~ may recognize a member of the audience who shall be permitted to address the Council at a time other than audience participation; however, all other rules as provided herein shall apply.

5. REQUESTS TO SPEAK DURING PUBLIC HEARINGS:

For the purpose of public participation during public hearings, every speaker, after being recognized by the Chair, is to approach the public microphone and give his/her name prior to speaking on the public hearing issue. Each speaker will be allowed ~~five-three~~ (53) minutes maximum to address the Council.

6. REQUESTS TO SPEAK DURING PUBLIC QUESTIONS AND COMMENTS:

Any person who wishes to speak on a subject not on the printed agenda may speak at this time. All rules of conduct still apply.

7. REQUESTS TO SPEAK DURING REGULAR AGENDA ITEMS:

Any person who wishes to speak on an item included on the printed meeting agenda may do so by filling in the required speakers request form and submitting same to the City Clerk prior to that agenda item being discussed. Speakers will be recognized by the Chair, at which time they will be required to approach the public microphone, state their name and will be allowed ~~five-three~~ (53) minutes maximum to address the Council. The Council may in its discretion limit public comments to new information or matters not fully addressed at any previous meeting regarding the agenda item at issue.

8. DISORDERLY CONDUCT AT MEETINGS:

~~Persons addressing the Council shall make responsible comments and shall refrain from making personal, impertinent, slanderous or profane remarks. The Chairperson may call to order any person who is being disorderly by speaking when not recognized by the Chair or otherwise disrupting the proceeding by failing to be germane, by speaking longer than the allotted time, or by speaking vulgarities. A person in violation of these rules is disorderly. The Chairperson may call to order any person who is being disorderly.~~ Such persons shall

thereupon be seated until the eChair shall have determined whether the person is in order. If a person ~~so engaged in presentation~~ shall be called out of order, he or she shall not be permitted to speak at the same meeting, except upon special leave by the Council. If the person shall continue to be disorderly and disrupt the meeting, the eChair may order the Police Department to remove the person from the meeting.

F. AGENDA

1. PREPARATION:

The Mayor, City Manager and City Clerk shall prepare an agenda for each regular or special meeting of the City Council. The deadline for submitting items for a Council agenda is 12:00 noon on the Thursday preceding the Monday Council meeting. Agenda items from Council should be submitted in writing by this same time. Requested items will appear on a meeting agenda within three meetings after request is made.

2. DISTRIBUTION:

The agenda and material related to the agenda (“agenda packet”) for each regular meeting of City Council will be made available to City Council members through computer access, and if requested, delivered to their residence, at least 48 hours before the scheduled regular meeting, or at least 12 hours before a scheduled special meeting.

3. AGENDA MATERIAL:

Department Heads and all others shall submit requests for inclusion on the agenda to the City Manager with all necessary supporting data. Written presentations shall be submitted by 12:00 noon on the Thursday preceding the Monday Council meeting for circulation with agendas. Agenda requests could be delayed if related information is not received in a timely manner.

3. POSTING OF AGENDA MATERIAL:

For added public transparency purposes only, the agenda packet for each regular meeting of City Council are to be posted for public review on the City’s website on the Monday morning in advance of the meeting to which they relate, except as provided below. The posting of agenda packets on the website under this section is voluntary, not required by law, and does not create any added notice or due process obligations or rights. As such, if an agenda packet is not posted on the website, it shall not require a meeting or any agenda item to be canceled, postponed, or adjourned, and it shall not be a due process or notice defect or violation. This provision does not relate to public hearing notices posted on the website, and it does not apply to special meetings. Also, the agenda packet materials posted on the website may exclude confidential or privileged material

and material that the Freedom of Information Act permits the City to exempt from public disclosure.

G. CONSENT AGENDA

1. PURPOSE:

A consent agenda will be used to allow Council to act on numerous administrative or non-controversial items at one time.

2. AGENDA ITEMS:

A consent agenda will be developed by the City Manager and City Clerk. Items that could be included on this agenda include non-controversial items such as approval of minutes, payment of bills, approval of recognition resolutions, pay raises, etc. Any member of Council or the public may request that an item be removed from the consent agenda and placed on the regular agenda for discussion.

H. RECORDING OF COUNCIL MEETINGS

1. MEETINGS MAY BE RECORDED, BROADCASTED & LIVESTREAMED:

All regular or special meetings of the City Council may be recorded by the City through the use of electronic and/or digital recording devices. City Council meetings may also be broadcast for public viewing on public access television channels and livestreamed on YouTube or another similar web-based livestreaming service. Links to livestream videos of meetings will be maintained on the City's website for public access.

2. RETENTION OF RECORDS:

Any separate digital and/or electronic recordings of Council meetings shall be retained by the City Clerk until such time as the minutes of the recorded meeting are approved by City Council.

I. MISCELLANEOUS

1. AMENDMENTS TO RULES:

The rules of the City Council may be altered or amended by a majority vote of two-thirds of the entire Council.

2. SUSPENSION OF RULES:

The rules of the City Council may be suspended for good cause for a specified portion of a meeting by a two-thirds majority of the entire Council.

3. CONTROLLING AUTHORITY:

These rules shall control unless preempted by City Charter, State laws or the Courts.

4. REVIEW OF CONSULTANTS:

City Council shall make an internal evaluation of consultants as needed to determine if the services being provided are satisfactory and if judged to be inappropriate, will move to proceed with establishing a more formal review process.

J. COMMITTEE ASSIGNMENTS

1. ASSIGNMENTS:

The Mayor may assign Council members to any committee as is deemed necessary, with approval of Council.

2. RESPONSIBILITIES:

Council members' responsibilities as committee members will be generally limited to policy and not the administration of a department or appointed organization.

CITY OF FARMINGTON HILLS
GUIDELINES OF CONDUCT

A. PUBLIC RELATIONS

Members of Council should refrain from argument with a member of the public or staff at Council meetings since these arguments seldom resolve concerns and many times inflame feelings at a public meeting. Any concerns by a member of Council over the behavior or work of a City employee during a Council meeting should be directed to the City Manager to ensure the concern is addressed.

B. CITY COUNCIL RELATIONS WITH CITY STAFF

1. There shall be mutual respect from both staff and Council members of their respective roles and responsibilities when and if expressing criticism in public session.
2. Requests for information or questions by the City Council shall be directed to the City Manager or the appropriate Department Head. All non-routine requests should be submitted to the City Manager's office. All complaints should be submitted to the City Manager.
3. All written information material requested by individual Council members shall be submitted by staff to the City Manager who will transmit them to all Council members with the notation indicating which Council member requested the information.
4. Council shall not attempt to correct or influence staff in the selection of employees, recommendations for the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.
5. Incoming mail clearly marked as personal shall not be opened when addressed to individual Council members or staff unless requested.
6. A Council member shall not direct staff to initiate any action or prepare any report that is significant in nature or initiate any project or study without the approval of a majority of the City Council. All such requests will be first directed to the City Manager.

C. CITY COUNCIL RELATIONSHIP WITH CITY COMMISSIONS AND COMMITTEES AND COUNCIL MEMBER REPRESENTATION TO OTHER AGENCIES AND GROUPS

1. Members of the City Council should not attempt to influence commission or committee recommendations, or to influence or lobby individual commission or committee members on any item under their consideration. It is important for commissions and committees to be able to make objective recommendations to the City Council on items before them. Members of Council that attempt to influence commission positions on an item may prejudice or hinder their role in reviewing the commission's recommendation as a member of the City Council.
2. Individual Council members shall have the right to attend meetings but are cautioned about becoming involved in the meetings' discussions.
3. If a member of the City Council represents the City before another governmental agency or organization, the Council member should first indicate the majority position as an opinion of the Council. Personal opinions and comments may be expressed only if the Council member clarifies that these statements do not represent the position of the City Council.

K:/Shared/City Policy/CC Meeting Rules & Procedures.doc

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

RESOLUTION NO. R - -24

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held on March 25, 2024, at 7:30 p.m., with those present and absent being,

PRESENT:

ABSENT:

the following resolution was offered by Councilperson _____ and supported by Councilperson _____:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Farmington Hills that said Council does hereby adopt the attached Rules of the City Council and Guidelines of Conduct, as amended through March 25, 2024, with the time period amendments to Subsections E.2, E.5, and E.7 declared effective at the first regular meeting in June, 2024, and the remainder of the amendments effective at the first meeting in April, 2024.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and acting City Clerk of the City of Farmington Hills, County of Oakland, State of Michigan, do hereby certified 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 March 25, 2024, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of _____, 2024.

CARLY LINDAHL, City Clerk



Inter-Office Correspondence

DATE: March 25, 2024

TO: Gary Mekjian, City Manager

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

SUBJECT: Starbucks Drive-Through at West River Shopping Center – Site Plan 60-7-2022 and ZBA 01-230-5722

Applicant: Nicholas Shango

Owner: West River Shopping Center, LLC

Sidwell(s): 22-23-35-201-009, 22-23-35-228-028, 22-23-35-228-029, and 22-23-35-228-025

Zoning: B-3, General Business District

Master Plan: Shopping Center Type Business

Location(s): 29800, 29900, and 30000 Grand River Avenue

Description:

The applicant seeks site plan approval from City Council to permit the redevelopment of a former drive-through bank into a drive-through Starbucks restaurant at the southeast corner of the West River Shopping Center.

In addition to establishing the drive-through restaurant use, the application would result in the demolition of several nonconforming structures at the northwest intersection of Grand River Avenue and Purdue Avenue to accommodate a proposed driveway from Purdue Street into the proposed Starbucks stacking lane, a small pocket park with benches and an art installation, open space and landscaping, and a new segment of sidewalk.

Procedural Background:

- August 18, 2022 – Planning Commission unanimously passes motion denying site plan application because Zoning Ordinance prohibits drive-through restaurant use on zoning lot abutting RA zoning district ([minutes](#))
- January 10, 2023 – Zoning Board of Appeals motion approving use variance application to permit

drive-through restaurant use on zoning lot abutting RA zoning district fails (3-2)
(minutes)

- February 12, 2024 – City Council is introduced to *West River Shopping Center, LLC, et al. v City of Farmington Hills* in closed session

Summary of Zoning Deviations Sought:

- Permit drive-in restaurant use where such use is not permitted on a zoning lot abutting an RA zoning district.

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

Prepared by: Erik Perdonik, City Planner

Attachments:

- [Aerial Map](#)
- [Zoning Map](#)
- [Site Plan 60-7-2022, as revised](#)
- [City Planner's review](#)
- [Engineering Division review](#)
- [Fire Department review](#)
- [August 18, 2022, Planning Commission meeting minutes](#)
- [January 10, 2023, Zoning Board of Appeals meeting minutes](#)

**MINUTES
CITY OF FARMINGTON HILLS
PLANNING COMMISSION MEETING
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
AUGUST 18, 2022, 7:30 P.M.**

CALL MEETING TO ORDER

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

ROLL CALL

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

Commissioners Absent: Countegan

Others Present: City Planner Perdonik, City Attorney Schultz, Planning Consultant
Tangari, Staff Engineer Dawkins

APPROVAL OF THE AGENDA

MOTION by Stimson, support by Varga, to approve the agenda as presented.

MOTION carried unanimously by voice vote.

PUBLIC HEARING

REGULAR MEETING

A. SITE PLAN 60-7-2022

LOCATION:	30000 Grand River
PARCEL I.D.:	23-35-201-009
PROPOSAL:	Renovation of an existing building for restaurant with addition of drive through in B-3, General Business District
ACTION REQUESTED:	Site Plan approval by Planning Commission
APPLICANT:	Nicholas Shango
OWNER:	West River Shopping Center LLC

Referencing his August 9, 2022 written comments, Planning Consultant Tangari explained that the applicant proposed to modify an existing commercial building, removing the middle portion to create two stand-alone buildings, one of which will be a 2,670-square-foot Starbucks with a drive-thru.

- The plan was not approvable in its current form. Section 6.1 required plans that are to-scale, and the two pages of the site plan package labeled “Sheet SP-2” each have a note on the right side that says, “do not scale drawing, use figured dimensions only!” While the plan includes many of the required dimensions, these could not be accurately verified on the plan if the plan was not scaled.
- Section 4.35 prohibits drive-in restaurants on parcels directly abutting any RA district. This site abuts an RA-4 district to the north and east, and this use is therefore not permitted in this location.

If the plan was denied this evening, the applicant could apply to the Zoning Board of Appeals for a use variance and, depending on the outcome there, could then come back to the Planning Commission for a full site plan review.

Applicant Nicholas Shango gave the following information:

- The applicant had already purchased the two properties for this use, and had a lease lined up with Starbucks.
- Customers would exit on Purdue or via the shopping center's Grand River exit. A full traffic study had been completed, showing little impact on Purdue. They had stacking space for 15-16 cars.

The Commission expressed concern that cut through traffic from the shopping center could cause a traffic jam internal to the site, and that exiting onto Grand River from Purdue would be difficult because of existing traffic patterns and the proximity of the fork on Grand River. Mr. Shango said these issues were addressed in the traffic study and neither were found to be problematic. Additionally, exiting on Purdue was the only way to allow traffic to access east-bound Grand River.

- The applicant was committed to working with their residential neighbors and had begun sending letters to the residents who live on Purdue; they wanted to work through issues with the neighbors before they appeared before the Board of Zoning Appeals.
- The drive thru would be in the same location as the previous use (a bank) utilized.

City Planner Perdonik explained that per the ordinance, a bank with a drive thru could abut a residential area; a drive-thru restaurant could not.

- The applicant will be creating a tree/landscape buffer to mitigate noise, with specific screening between the order booth and the residents.

Mr. Shango updated the Planning Commission on activity in the greater shopping center; the spaces in the center were full.

Vice Chair Trafelet indicated he was ready to entertain a motion.

MOTION by Varga, support by Mantey, that approval of Site Plan 60-7-2022, dated July 18, 2022, submitted by Nicholas Shango, be denied, because it does not meet the standards of Section 4.35 of the Zoning Ordinance, as Section 4.35 prohibits drive-in restaurants on parcels directly abutting any RA district.

Motion carried unanimously by voice vote.

APPROVAL OF MINUTES July 21, 2022 Special and Regular meetings

MOTION by Aspinall, support by Grant, to approve the July 21, 2022 Special Meeting and Regular Meeting minutes as submitted.

Motion carried unanimously by voice vote.

PUBLIC COMMENT

None.

COMMISSIONERS' COMMENTS

ADJOURNMENT

MOTION by Grant, support by Ware, to adjourn the meeting at 7:53pm.

MOTION carried unanimously by voice vote.

Respectfully Submitted,
Marisa Varga
Planning Commission Secretary

/cem

**MINUTES
CITY OF FARMINGTON HILLS
ZONING BOARD OF APPEALS
FARMINGTON HILLS CITY HALL – COUNCIL CHAMBER
31555 W. ELEVEN MILE ROAD
FARMINGTON HILLS, MI
January 10, 2023 – 7:30 PM**

1. CALL MEETING TO ORDER

Chair Lindquist called the meeting to order at 7:35 P.M.

2. ROLL CALL

Members Present: Collins (alternate), Khan (alternate) Lindquist, O’Connell, Vergun

Members Absent: Irvin, King, Masood, Rich

Others Present: City Attorney Morita, Zoning Supervisor Randt, Recording Secretary McGuire

3. APPROVAL OF AGENDA

MOTION by Vergun, support by O’Connell, to approve the agenda as published.

Motion carried by voice vote.

Chair Lindquist made standard introductory remarks explaining the role of the ZBA and the formal procedures of the meeting.

Board Members held a site visit on January 8, 2023, and may also have visited the sites independently. No action was taken at the site visit.

4. NEW BUSINESS:

A. ZBA CASE: 01-230-5722
LOCATION: 29800 Grand River Avenue
29900 Grand River Avenue
30000 Grand River Avenue
PARCEL I.D.: 23-35-201-009
23-35-228-028
23-35-228-029
23-35-228-025

REQUEST: In order to construct a drive-in restaurant in a B-3 zoning district adjacent to an RA-4 zoning district where the drive-in use is not separated from the lot by a major or secondary throughfare, the following use variance is requested: A use variance to permit a zoning lot to be occupied by a drive-in use abutting an RA zoning district where the zoning lot is not separated from the RA zoning district by a major or secondary throughfare.

CODE SECTION: 34-4.35.1.C
APPLICANT: Nicholas Shango, West River Shopping Center, LLC
OWNER: West River Shopping Center, LLC
28777 Northwestern, LLC

Chair Lindquist noted that as this is a request for a use variance, the case will need five votes to be granted, and with five members present, the vote will have to be unanimous.

Using a PowerPoint presentation, Zoning Supervisor Randt reviewed the facts of the case. The property in question is located north of Grand River, west of Middlebelt. The proposed location of a Starbucks restaurant was shown on the submitted site plan. Views of the overall existing shopping center were also provided.

Applicant presentation

David Landry, 37000 Grand River Ave. Ste 200, Farmington Hills, was present on behalf of the West River Shopping Center and the applicant, Nicholas Shango, who was also present. Mr. Landry provided the following information:

- The applicant was requesting a use variance in order to allow a drive-thru Starbucks restaurant adjacent to a residential area.
- The property in question was part of a large shopping center. There was a former bank building in the southeast corner of the site, with an already existing drive-thru. They were asking to convert the bank building into a Starbucks restaurant.
- The B-3 zoning district allows as a principal permitted use a drive-thru for banks, and also allows as a principal permitted use a drive-thru for restaurants, subject to Planning Commission approval. With respect to restaurants, the ordinance states a drive-thru shall not be adjacent to residential unless there is separation by a thoroughfare.
- In this case, the following elements separated the building from the residential use:
 - There was 49' between the bank building and the residential area, and within that 49' feet was a 6' masonry wall, landscaping with trees, and then an additional 16'.
 - They were proposing a 5' wide additional landscaped island between where a car pulled up to the drive-thru window and the residential area. From that location there was another 17' to the building.
 - On the residential side of the six foot masonry wall, a garage was tucked up to the wall, providing additional separation.
- Only a Starbucks is being requested. The differences between a bank drive-thru and a Starbucks drive-thru included:
 - Banking hours are generally 9am to 5pm. Starbucks restaurants are generally open from 6am to 8pm.
 - Drive-thru restaurants are often accompanied by the smell of cooking, but in this instance the request is limited to a Starbucks, which would have no cooking odor.
- Starbucks requires fewer deliveries. Because the applicant controls the shopping center, they can require all deliveries to come through the shopping center, rather than from the residential side.
- Starbucks has agreed to a 10-year lease with two 5-year options.
- This proposal improved the site by:
 - Putting someone in the vacant bank building
 - There are two separate lots with two vacant buildings on the corner of Purdue and Grand River. If the use variance is approved, the applicant would like to remove those two vacant buildings, and landscape that whole area and leave it landscaped, which would create a very nice entrance to the neighborhood.
- The city's traffic consultant reported "the proposed development and adjacent roadways are expected to accommodate the projected trips generated by the site."

- While it was the applicant's preference to have the entrance directly on Grand River, MDOT would not permit another curb cut on Grand River and had directed them to use Purdue. The Starbucks would also be accessible via the shopping center.
- The stacking lane could accommodate 16 cars, although they did not anticipate that stacking volume.
- Addressing the concern brought by residents relative to traffic leaving Starbucks and cutting north on Purdue, the traffic impact study showed only 5% of all trips would take that route, or an average of about eight cars per day. Additionally, the applicants were willing to construct a 1' high, landscaped porkchop island, which would force traffic to turn right and go south, resulting in zero left turns on Purdue.
- The applicants have talked to the neighbors and are happy to work with them.
- Regarding cars headed south on Purdue and waiting to get onto Grand River, there was an L-1 zoning district opposite this site, with no residences on the corner of Purdue. The traffic consultant indicated the traffic from Starbucks could be handled.
- Regarding the use variance criteria:
 1. The property cannot yield a reasonable return as zoned. The bank is vacant and has been for years. The only businesses that have been interested in the site are all drive-thru restaurants. Starbucks is the least intrusive of these.
 2. Unique circumstances of the property. This site is tucked away in a corner. The only way to get to the site is by going west on Grand River and making a left turn in. Further to the west, there is a right turn out. This was a unique situation with respect to left in, right out.
 3. The use will not alter the character of the neighborhood. The entirety of the western boundary for this neighborhood is a parking lot for the B-3 shopping center. Also, Starbucks might technically be a restaurant, but in reality it was a coffee shop – a neighborhood type of use.

Board questions and discussion

In response to questions from the Board, the applicants gave the following further information:

- MDOT refused the use of the two existing driveways because they required the driveway be almost 1000' feet away from the fork in the road. The applicants had spent a year working with MDOT but were ultimately unsuccessful in their quest to provide access off of Grand River Avenue.
- MDOT will not permit two way traffic at the eastern access, because they will not permit an exit so close to the fork.
- While there were already four ingress and egress locations for the shopping center parking lot, the operator wants customers to be able to go east on Grand River before the fork in the road. Without this availability, there was no agreement with Starbucks. The only way to provide an eastern exit was via Purdue. Per the traffic study, an exit via Purdue can safely allow for traffic to exit the site in both directions.
- Mr. Shango said they wanted to protect the neighbors via signage, cameras, and enforcement. The proposed configuration was his last resort.
- While the Purdue entrance would allow access to the greater shopping center as well as Starbucks, shopping center customers would be unlikely to use that entrance as the wider entrances close to the actual shopping were easily available.
- Again, there was room for 16 stacked cars from Purdue to the window. The traffic study said that by capturing the two properties along Purdue, stacking would not leak onto Purdue.
- There was room for 20 stacked cars at the exit. The traffic study estimated 2.5 cars stacking to exit in the morning peak hours and 3 cars stacking to exit during evening peak hours.

- Mr. Shango affirmed that if for some reason Starbucks left the site, the applicants would return to the City and relinquish the variance approval. However, the lease was signed, the applicants knew who they were getting as a tenant, and had done all their due diligence in advance of appearing before the ZBA.
- Utilizing the overhead, the applicants pointed out the locations of the order and pick up windows on the site.
- Chair Lindquist commented that aside from the additional screening, the building and drive-thru would still be too close to the adjacent residential area, and would not be divided by a thoroughfare.

Mr. Shango reiterated that there was 49' from the building and the squawk box to the residential use across Purdue. It was a substantial distance, notwithstanding that Purdue was not a thoroughfare. The squawk box will be separated from the residential by a landscape island, trees, a six foot wall and a garage.

Chair Lindquist pointed out that the squawk box was closer to the residential lot than the teller window ever was. This proposal was not equivalent to the bank's drive-thru.

Mr. Shango said that while the bank never utilized a pre-order station, he believed that a dense buffer could be created to prevent the noise from being a nuisance. The two closest residents had garages, and one had provided a signed approval. He had been unable to reach the 2nd homeowner. He had gone door-to-door to talk with the nearby neighbors.

Mr. Landry suggested that requiring more sound mitigation was a Planning Commission issue. Sound could be dealt with at site plan review.

Public Comment:

Chair Lindquist opened the meeting to public comment.

Susan Johnson, 21845 Purdue, opposed this variance request due to traffic concerns for the residents on Purdue and the increased number of cars that will be exiting the shopping center onto Purdue.

Paul Walk, 22205 Purdue, also opposed this variance request due to traffic concerns. He wondered how traffic that wanted to go into the drive-thru lane from the shopping center would blend into a queue that goes from the window back south and then east to Purdue.

As no other public indicated they wished to speak, Chair Lindquist closed public comment.

Member O'Connell said there was an affidavit of mailing with 58 returns.

Applicant response to public comment:

Mr. Shango said he would protect his neighbors and enforce against turning left onto Purdue. In response to the question about cars entering from the shopping center when there is a queue, the customer will either park and go in, or drive south and wait until the queue reduces so they can enter the line. They will not be able to cut in line or go through Purdue.

Member Collins said there was nothing to stop someone from exiting on Purdue and using someone's driveway to turn around in order to go back into Starbucks.

Mr. Shango said he had been in the fast food business for 15 years. A queue of 16 cars would eventually put this location out of business because it meant operations were too slow. 16 cars were shown because that was possible, but they did not expect 16 cars to stack up in the lane. Most of the time a car from the shopping center would turn south, turn left, and then easily get into line. Also, drivers currently used Purdue as a cut-through. The proposed configuration would reduce that activity, as there might be a little more traffic at the intersection that would make that traffic pattern undesirable. Per the traffic study, no stacking traffic would leak onto Purdue or to M-5.

Member Vergun said that a long queue would discourage customers from coming to this location; customers would simply keep going and find another drive-thru elsewhere to purchase their coffee.

Board Discussion and/or a motion

Discussion included:

- Any motion to grant the variance should not be tied to a specific brand name, but should be tied to a specific site plan, and to specifics and conditions of the use.
- Mr. Shango said the current site plan as shown this evening was the site plan they were working with.
- It would likely be impossible to have a speaker box that is not audible at the residential property line.
- Much of the vehicular noise would be buffered by the Starbucks building itself.
- Chair Lindquist remained concerned regarding noise from the speaker box being heard on residential properties, as well as the noise from vehicles, including loud music and phone conversations heard through the car's speaker system. Noise from the vehicles should be part of the consideration as to whether a use variance should be granted.
- Member Vergun felt the speaker location and noise from the vehicles would be buffered by the building.
- In response to comments, Mr. Shango explained processes used to keep the queue moving quickly through the Starbucks ordering and pick up system, including having a space for cars to pull over for orders that might take longer. The site plan as proposed was the best configuration for the building and proposed use. Due to the amount of buffering, noise from the speaker would not be heard by the residential neighbors. Demolishing the buildings on the corner of Purdue and Grand River would clean up a polluted site. The traffic study had been thorough and showed the traffic could flow on the site and Purdue as proposed. He asked for approval of this use variance request, conditioned on a use that was comparable to a Starbucks use, and conditioned on a decibel report being completed.
- Chair Lindquist pointed out that the reason these issues were being discussed was why the ordinance prohibited this type of drive-thru restaurant business adjacent to residential zoning. There was no compelling reason for the use of the additional lots for an additional entrance, except that the applicant needed the entrance off Purdue as a convenience for customers exiting from Starbucks. This did not alleviate in any way the property being adjacent to RA-1 properties, or the basic problem that the side of the building and the drive-thru operation would be directly adjacent to a residential district.
- Member Vergun said that the use variance allowing the drive-thru was necessary in order for Starbucks to consider this property as a possible location.

After further discussion and amendment, the following motion was offered:

MOTION by Vergun, support by Khan, in the matter of ZBA case 01-23-5722, that the petitioner's request for a use variance for a drive-in use abutting an RA zoning district **be granted** because the petitioner did demonstrate unnecessary hardship exists in this case in setting forth facts which show that:

1. Petitioner's property cannot be used for the purposes permitted in this zoning district. Specifically in order to have a profitable Starbucks operation here, the applicant has determined that can only occur with drive-thru availability. There is a potential for continued long-term vacancy if a variance is not granted.
2. Petitioner's plight is due to unique circumstances peculiar to this property, particularly noting the close entryway to the M-5 expressway to the west, and the existing nature of the entries and exits from the shopping center and how MDOT has limited the project from adding another entryway directly on to Grand River.
3. That the petitioner's suggested use would not alter the essential character of the area, in that there is already a long-term existing shopping center that this area is on the edge of and that has in prior years supported other retail and financial businesses.
4. That the petitioner's problem is not self-created.

With the following conditions:

1. The establishment shall be per the submitted site plan that has been shown to the ZBA throughout the meeting, as depicted on the site plan documents, and not as shown within the traffic impact study.
2. The proposed exit onto Purdue has the traffic-directing "porkchop design" median as shown this evening, that would make it difficult to turn north and go left on Purdue.
3. Starbucks will be the only establishment allowed on the parcel that will be allowed to contain a drive-thru lane as part of its operations.
4. The building will be as currently proposed.
5. No cooking or food odors are permitted outside the building, nor are any activities allowed that will require a grease dumpster.
6. No delivery truck traffic permitted on Purdue.
7. Hours of delivery are limited to 6am – 8pm.
8. Hours of service are limited to 6am – 8pm.

Roll call vote:

Collins	aye
Khan	aye
O'Connell	nay
Vergun	aye
Lindquist	nay

Motion to approve a use variance failed 3-2, as a use variance requires 5 affirmative votes.

5. PUBLIC QUESTIONS AND COMMENTS:

Paul Walk, 22205 Purdue, asked for clarification regarding the 58 returns. The Board explained that the 58 returns were returned mailers giving notice of this hearing.

6. APPROVAL OF MINUTES December 13, 2022

MOTION by O’Connell, support by Khan, to approve the December 13, 2022 meeting minutes as submitted.

Motion carried by voice vote.

7. ADJOURNMENT

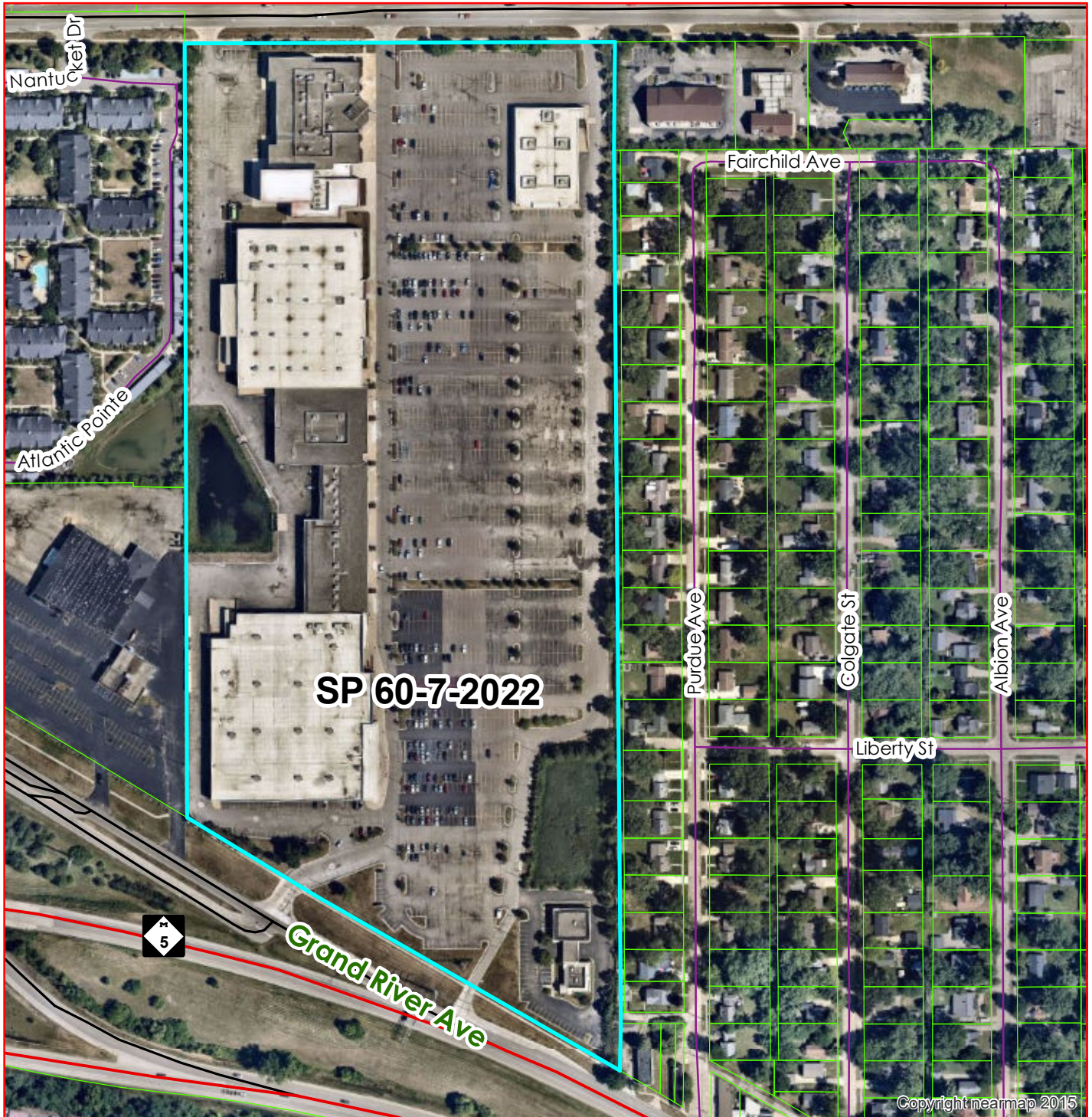
MOTION by O’Connell, support by Vergun, to adjourn the meeting at 9:23 p.m.

Motion approved unanimously.

Respectfully submitted,
Michael O’Connell, Secretary

/cem

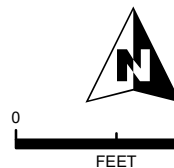
Site Plan 60-7-2022, B-3
23-35-201-009, 30000 Grand River Ave.
Renovation of existing building for restaurant with drive through



Planning Division



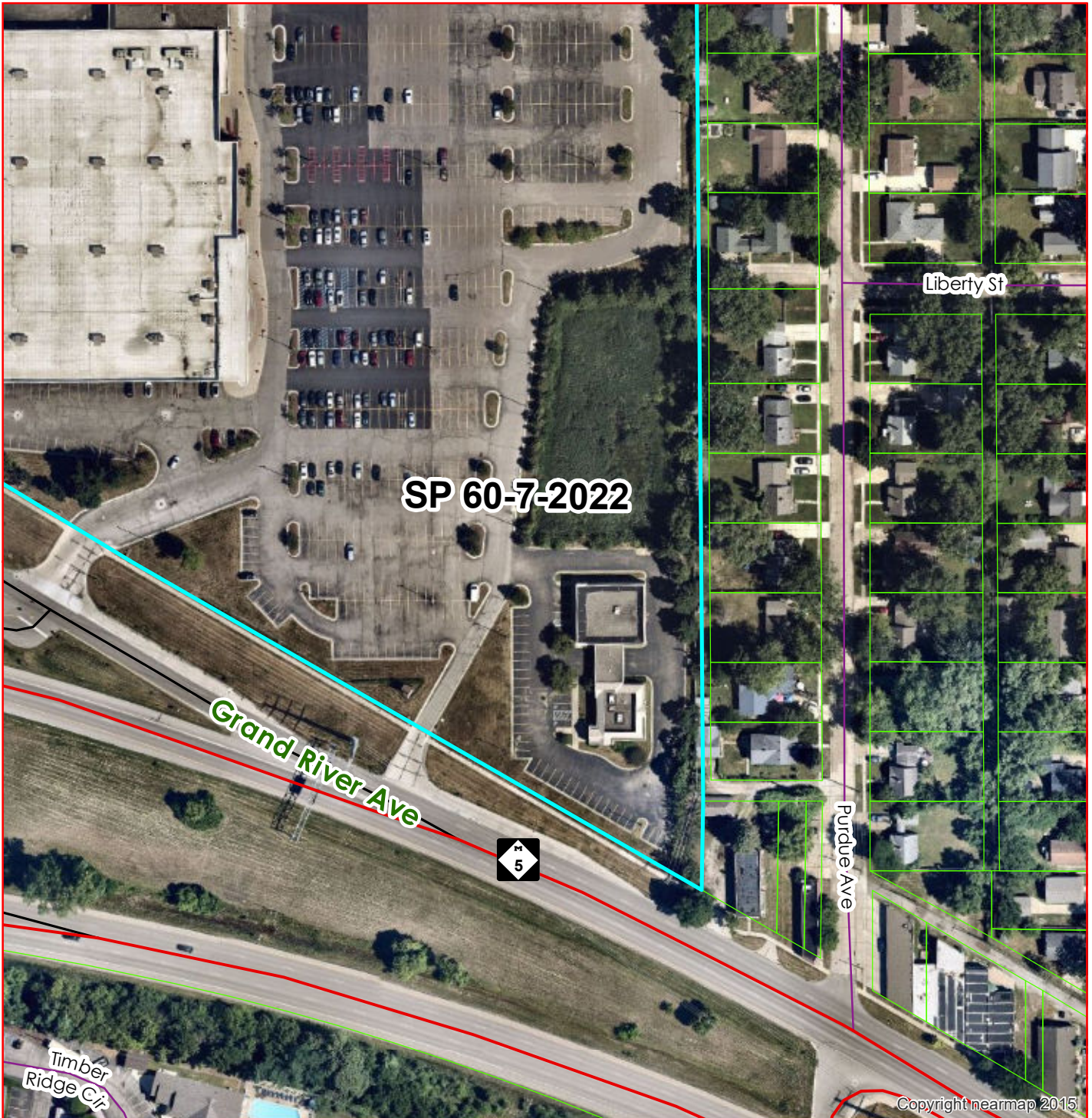
- Tax parcel
- Minor roads



SOURCE: City of Farmington Hills, 2022
 Oakland County GIS, 2022

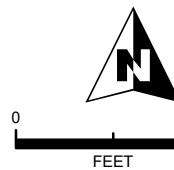
DISCLAIMER: Although the information provided by this map is believed to be reliable, its accuracy is not warranted in any way. The City of Farmington Hills assumes no liability for any claims arising from the use of this map.

Site Plan 60-7-2022, B-3
23-35-201-009, 30000 Grand River Ave.
Renovation of existing building for restaurant with drive through



Planning Division

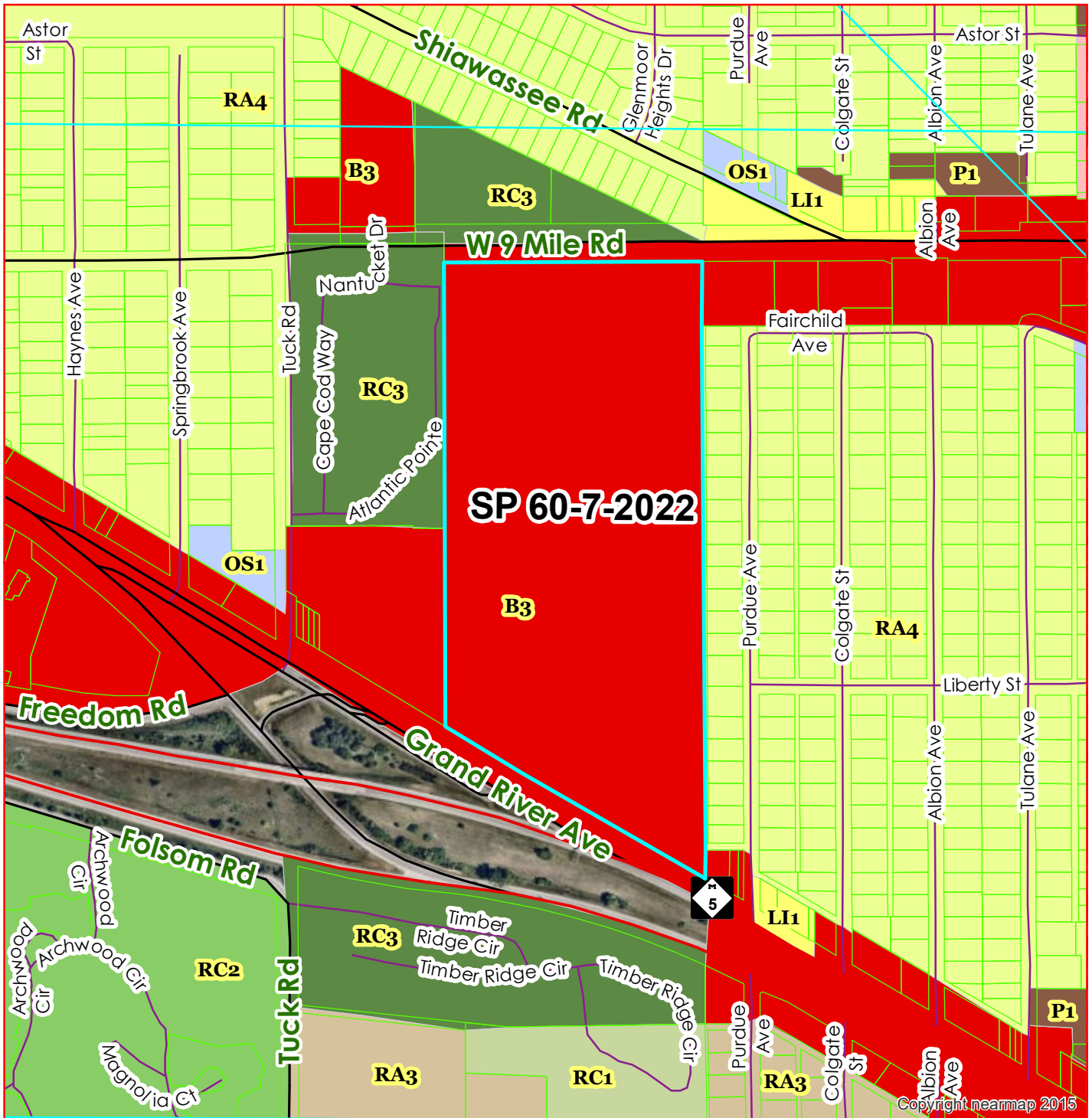
- Tax parcel
- Minor roads



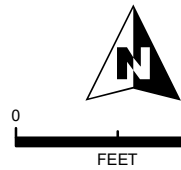
SOURCE: City of Farmington Hills, 2022
Oakland County GIS, 2022

DISCLAIMER: Although the information provided by this map is believed to be reliable, its accuracy is not warranted in any way. The City of Farmington Hills assumes no liability for any claims arising from the use of this map.

Site Plan 60-7-2022, B-3
23-35-201-009, 30000 Grand River Ave.
Renovation of existing building for restaurant with drive through

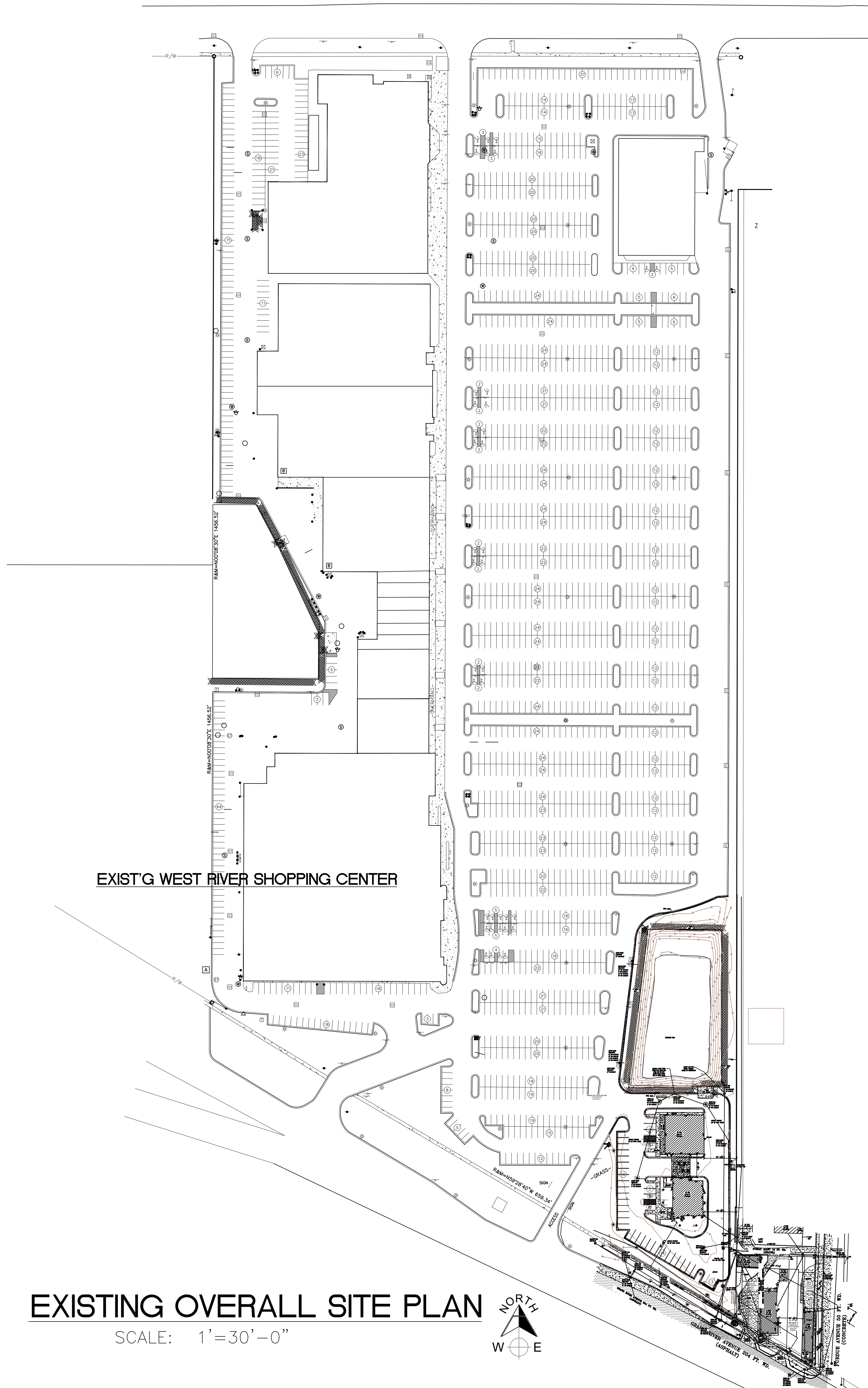


- | | |
|--|--|
| Tax parcel | OS-1 Office Service District |
| Minor roads | P-1 Vehicular Parking District |
| Zoning Districts | RA-3 One Family Residential District |
| Zoning Districts | RA-4 One Family Residential District |
| B-1 Local Business District | RC-1 Multiple Family Residential |
| B-3 General Business District | RC-2 Multiple Family Residential |
| LI-1 Light Industrial District | RC-3 Multiple Family Residential |



SOURCE: City of Farmington Hills, 2022
 Oakland County GIS, 2022

DISCLAIMER: Although the information provided by this map is believed to be reliable, its accuracy is not warranted in any way. The City of Farmington Hills assumes no liability for any claims arising from the use of this map.



EXISTING OVERALL SITE PLAN
SCALE: 1' = 30'-0"

THIRD PLANNING OFFICE REVIEW COMMENTS

4 ← 4th PLANNING OFFICE REVIEW
2 ← NUMERICAL NOTE REFERENCE

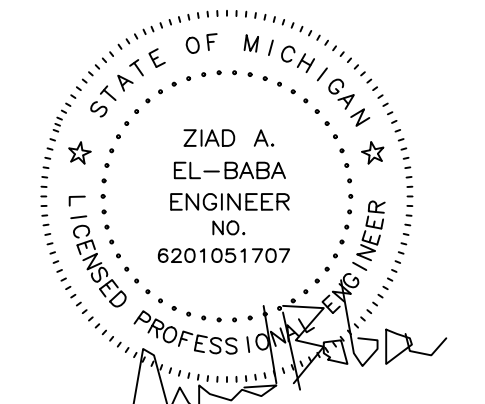
GENERAL:

- ✓ 1⁴ 1. ON SHEET SP-5, THE QUANTITIES PROVIDED ON THE PLANT LIST MUST REFLECT THOSE SHOWN ON THE PLAN. FOR EXAMPLE, THE LIST STATES THAT THERE ARE FIVE (5) EXISTING GREEN GIANTS BUT ONLY TWO (2) ARE SHOWN ON THE PLAN.
REVISED ON SHEET SP-5 ON THE PLANT SCHEDULE CHART
- ✓ 2⁴ 2. IT APPEARS THAT TREES ARE BEING COUNTED FOR BOTH THE PARKING LOT AND REPLACEMENT TREE REQUIREMENTS; HOWEVER, THESE ARE SEPARATE REQUIREMENTS THAT MUST EACH BE MET SEPARATELY. TREES THAT ARE BEING USED TO MEET THE REPLACEMENT REQUIREMENT MUST BE LABELED AS SUCH ON SP-5 (PLACE A SMALL "R" NEXT TO EACH OF THEM, FOR EXAMPLE.) TREES THAT ARE BEING USED TO MEET THE PARKING LOT REQUIREMENT MUST BE LABELED AS SUCH ON SHEET SP-5 (PLACE A SMALL "P" NEXT TO EACH OF THEM, FOR EXAMPLE.) NOTE THAT EXISTING TREES CAN BE USED TO MEET THE PARKING LOT REQUIREMENT, BUT NOT THE REPLACEMENT REQUIREMENT.
REVISED ON SHEET SP5 - ON TREE REPLACEMENT CALCULATION AND TREE AREA CALCULATION, UNDERNEATH PLANT SCHEDULE LOCATED ON UPPER RIGHT HAND CORNER OF THE SHEET. EACH TREE HAS A LITTLE BUBBLE IN THE LOWER CORNER TO IDENTIFY P OR R.
- ✓ 3⁴ 3. THE CALCULATIONS ON SHEET SP-5 INDICATE THAT THIRTY (30) TREES ARE PROVIDED; HOWEVER, ONLY TWENTY-SEVEN (27) TOTAL TREES APPEAR ON THE PLAN (*NOT COUNTING THE TWO (2) NEAR THE GRAND RIVER AVENUE RIGHT-OF-WAY THAT HAVE BEEN REMOVED.)
REVISED ON SP-5, REFER TO PLANT SCHEDULE. THERE ARE NOW 31 TREES, BOTH PLAN AND SCHEDULE MATCH. 4 MORE TREES WERE ADDED TO SATISFY TREE PARKING LOT CALCULATION AND TREE REPLACEMENT CALCULATION
- ✓ 4⁴ 4. ALL DECIDUOUS REPLACEMENT TREES MUST BE THREE (3)-INCH CALIPER MINIMUM AND ALL EVERGREENS TEN (10)-FOOT MINIMUM HEIGHT, HOWEVER, SHEET SP-5 NOTES 2.5-INCH CALIPER FOR REPLACEMENTS.
REVISED & NOTED REPLACEMENT SIZES FOR EVERGREEN & DECIDUOUS ON SHEET SP-5, ON TREE REPLACEMENT CALCULATION, UNDERNEATH TREE AREA/PARKING CALCULATION.
- ✓ 5⁴ 5. THE ISLAND BETWEEN THE DRIVE-THROUGH LANE AND EXISTING RESIDENTIAL SCREENING WALL SHOULD BE APPROPRIATELY BUFFERED WITH PLANTINGS. THE PROPOSED ORNAMENTAL FLOWERS AND GRASSES ARE NOT APPROPRIATE IN THIS LOCATION, AS THE INTENTION IS TO BUFFER SOUND.
NOTED ON SHEET SP-5, STARBUCKS TO PROVIDE FINAL LANDSCAPE PLAN TO SATISFY PLANNING DEPARTMENT BUFFER/NOISE REQUIREMENTS NEAR SPEAKER/ORDER AREA IN THE DRIVE THRU LANE, SPECIFICALLY WITH REGARDS TO THE ISLAND BETWEEN DRIVE THRU LANE AND RESIDENTIAL DISTRICT. LANDLORD PLANTS HAVE BEEN REMOVED IN THE MEANTIME AND PLANT SCHEDULE HAS REFLECTED THE DEDUCTION OF PLANTATION IN THAT AREA.
- ✓ 6⁴ 6. PLEASE INCLUDE THE ROOT TYPE FOR EACH PLANTING PROPOSED WITHIN THE PLANT LIST TABLE. FOR EXAMPLE, BALLED, BURLAP, CONTAINER SIZE, ETC.
PROVIDED ON SHEET SP-5, IN THE PLANT SCHEDULE - "B&B" FOR TREES AND CONTAINER FOR PLANTS/BUSHES
- ✓ 7⁴ LIGHTING
7. SHEET SP-9 STILL INDICATES NONCOMPLIANCE WITH SECTION 34-5.16.3.B.iii.b-c OF THE ZONING ORDINANCE, SPECIFICALLY, -- MAXIMUM ILLUMINATION AT THE PROPERTY LINE SHALL NOT EXCEED 0.3 FOOTCANDLES.THERE REMAINS AREAS BEYOND THE EAST PROPERTY LINE WHERE THE 0.3-FOOTCANDLE MAXIMUM IS EXCEEDED, SUCH AS ALONG THE PUBLIC ALLEY NORTH OF THE PROPOSED SCREEN WALL AND ON PURDUE STREET.
REVISIONS ARE MADE ON SHEET SP-9 AND BUBBLED ACCORDINGLY
- ✓ 8⁴ SITE PLAN
8. IT APPEARS THAT NO PARKING CALCULATIONS ARE PROVIDED; THEREFOR, COMPLIANCE WITH SECTION 34-5.2 CANNOT BE DETERMINED. SUCH CALCULATIONS WEE PROVIDED ON PREVIOUS VERSIONS OF THEPLANS.
RE-INSERTED ON SHEET SP-5 AND BUBBLED, LEFT HAND SIDE OF THE PAGE
- ✓ 9⁴ 9. THE MENU BOARD, CLEARANCE BAR, AND SIMILAR DETAILS ARE NO LONGER INCLUDED IN THE PLAN SET; PLEASE INCLUDE THESE AS COMPLIANCE WITH THE ZONING ORDINANCE CANNOT BE DETERMINED WITHOUT THEM.
SEE PAGE SP-10, THERE IS A NOTE "REVISION #9", WHICH REFERS TO THE WHOLE SHEET.

ENGINEER REVIEW COMMENTS

GENERAL:

- ✓ E1⁴ 1. SHEETS SP-3, SP-6 AND SP- 7 STILL SHOW A PAVEMENT SECTION DIFFERENT THAN OUR REQUIRED 7" OF CONCRETE ON 8" OF LIMESTONE 21AA. THIS NEEDS TO BE RECONCILED.
SHEET SP3, SP6, SP7 ALL REFLECT 7" CONCRETE ON 8" 21AA LIMESTONE. EACH SHEET HAS BEEN UPDATED AND BUBBLED TO REFLECT THE CHANGE
- ✓ E2⁴ 2. SHEET SP-3 STILL REFERENCES EDGE DRAIN ON THE NEW DRIVEWAY. THIS STATEMENT IS NOT CORRECT. ARE YOU MAYBE MEANING PUBLIC ROADWAY OF PURDUE STREET? PERHAPS REWRITE THE COMMENT TO SAY " NEW 6" EDGE DRAIN TO BE INSTALLED ON THE ENTIRE SECTION OF THE RECONSTRUCTED PURDUE STREET FROM THE GRAND RIVER TIE-IN TO THE MOST NORTHERN LIMITS NORTH OF THE CURB CUT FOR THE STARBUCKS SITE"
NOTED ON SHEET SP3 LOWER RIGHT HAND CORNER
- ✓ E3⁴ 3. ADDITIONAL STORM SEWER MUST BE DESIGNED AND PROVIDED TO ACCOMMODATE THE NEW PURDUE STREET CATCH BASINS. YOUR COMMENT DOES NOT SPECIFICALLY STATE THAT. PERHAPS RE-WRITE THE COMMENT ON SHEET SP-3 TO SAY " STORM SEWER WILL BE DESIGNED AND PROVIDED TO ACCOMMODATE THE NEW CATCH BASINS IN PURDUE STREET."
NOTED ON SHEET SP3 LOWER RIGHT HAND CORNER, JUST UNDERNEATH PREVIOUS REVISION NOTE #2



ZIAD EL-BABA ENGINEERING
674 GAUTHIER
TECUMSEH ONTARIO
N8N3P8 CANADA
CELL - 313-938-8767
MOBILE - 519-796-9882

DATE	REV. NO.	ISSUED FOR
JUN.30.23		SITE PLAN
NOV.11.23		ADDENDUM 1
FEB.12.24		REVISIONS

Project:
NEW STARBUCK'S
29800/29900 Grand River
FARMINGTON HILLS MI
Owner
29800/29900 Grand River
FARMINGTON HILLS MI

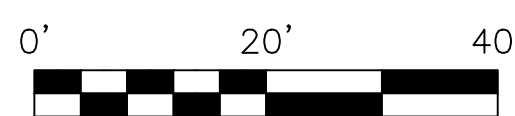
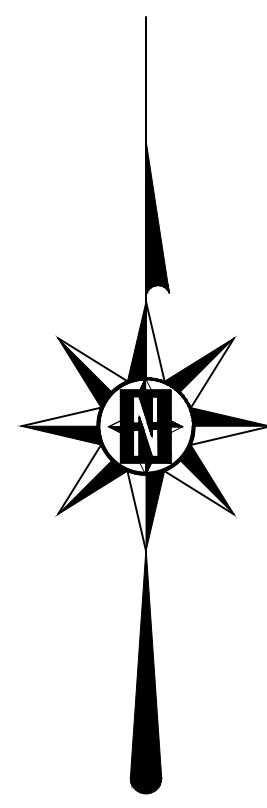
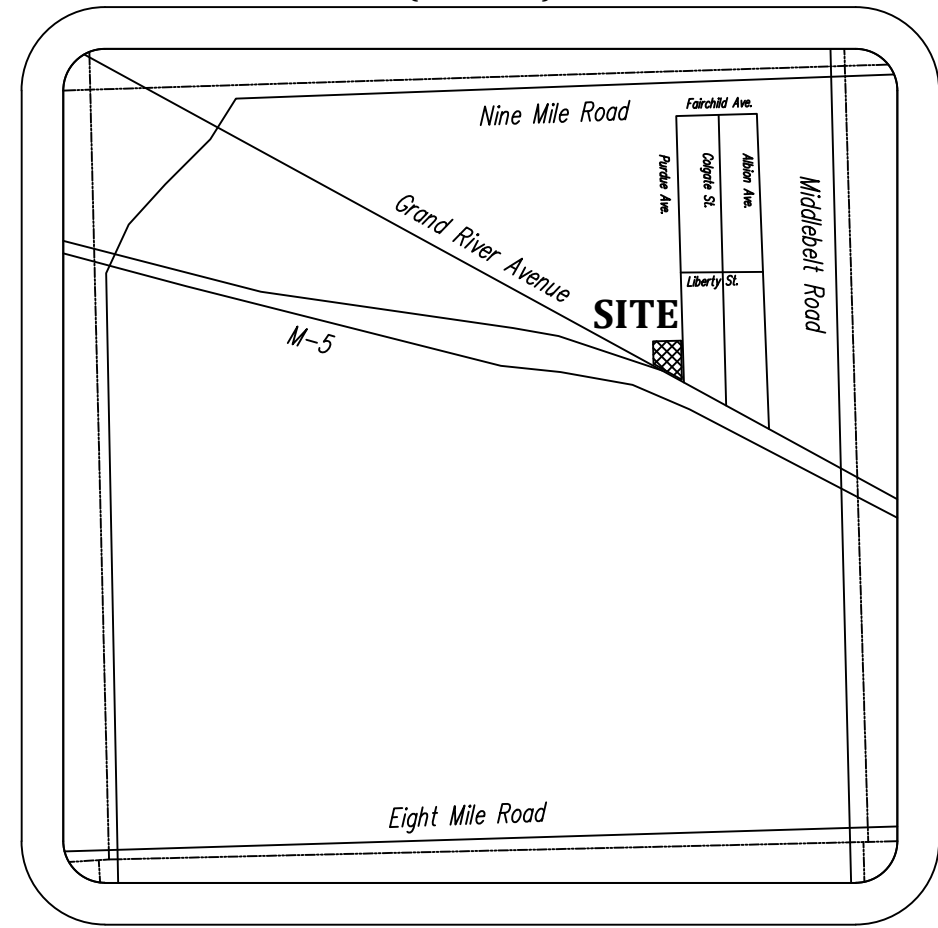
Drawing Title:
EXISTING OVERALL SITE PLAN

Project Number
Scale AS NOTED

Checked By

Drawing No.
SP-0

SITE LOCATION MAP
(NO SCALE)



LEGEND

- FOUND MONUMENTATION
- SET MONUMENTATION
- SECTION CORNER
- RECORD MEAS.
- FIELD MEAS.
- PROXATED DIST.
- CALCULATED DIST.
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- PARCEL LINE
- PLATTED LINE
- FENCE LINE
- STORM SEWER
- SANITARY SEWER
- WATER LINE/MAIN
- GAS LINE/MAIN
- OVERHANG LINE
- BURIED CABLE
- BURIED ELEC.
- GAS METER
- GAS SHUT OFF
- GAS MARKER/FLAG
- WATER MANHOLE
- HYDRANT
- WATER SHUT OFF
- WATER METER
- WATER WELL
- WATER MARKER/FLAG
- STORM MANHOLE
- STORM BASIN
- STORM BEEHIVE BASIN
- STORM OUTLET
- SAN. MANHOLE
- SAN. CLEANOUT
- SAN. MARKER/FLAG
- COMM. MANHOLE
- COMM. PEDESTAL
- COMM. MARKER
- LIGHT POLE
- UTILITY POLE
- POWER TRANSFORMER
- ELEC. MARKER/FLAG
- ELEC. METER
- GRND. WTR. MON. WELL
- SIGN
- AIR CONDITIONING UNIT
- FOUND CAPPED IRON
- SET CAPPED IRON
- FOUND IRON
- FOUND IRON PIPE
- FOUND IRON ROD
- FOUND CONC. MON.
- TOP OF CURB
- CURB GUTTER
- HIGH POINT
- LP
- LOW POINT
- FINISHED GRADE
- FINISHED FLOOR
- MATCH EX. GRADE
- AS-BUILT MEAS.
- POINT OF CURVE
- POINT OF REV. CURVE
- POINT OF COMP. CURVE
- RIGHT OF WAY
- POINT OF BEGIN.
- POINT OF COMMENCE.
- POB
- POC
- EX. SPOT ELEVATION
- PROPOSED ELEVATION
- DECIDUOUS TREE
- EVERGREEN TREE

LEGAL DESCRIPTIONS

PARCEL ID# 23-35-228-028

LOT 1 EXCLUDING EASTERLY 27.62 FEET MEASURED ALONG THE NORTHERLY LINE OF GRAND RIVER AVENUE, OF "ASSESSOR'S GRAND RIVER HOMES STATE SUBDIVISION", A RESUBDIVISION OF PARTS OF THE EAST HALF OF SECTION 35, TOWN 1 NORTH, RANGE 9 EAST, AND OF LOTS 32 TO 48 INCLUSIVE, 103 TO 120 INCLUSIVE, 176 TO 193 INCLUSIVE, 245 TO 260 INCLUSIVE, 308, 309, 310, AND 323 TO 340 INCLUSIVE, 353 TO 370 INCLUSIVE, 379 TO 395 INCLUSIVE, 397 TO 411, AND VACATED ALLEYS, OF "GRAND RIVER HOMES SUBDIVISION", OF PART OF THE EAST 1/2 OF SECTION 35, TOWN 1 NORTH, RANGE 9 EAST, FARMINGTON TOWNSHIP (NOW THE CITY OF FARMINGTON HILLS), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 54 OF PLATS ON PAGE 12 OF OAKLAND COUNTY RECORDS, CONTAINING 0.23 ACRES OF LAND MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.

PARCEL ID# 23-35-228-029

THE EASTERLY 27.62 FEET MEASURED ALONG THE NORTHERLY LINE OF GRAND RIVER AVENUE, OF "ASSESSOR'S GRAND RIVER HOMES STATE SUBDIVISION", A RESUBDIVISION OF PARTS OF THE EAST HALF OF SECTION 35, TOWN 1 NORTH, RANGE 9 EAST, AND OF LOTS 32 TO 48 INCLUSIVE, 103 TO 120 INCLUSIVE, 176 TO 193 INCLUSIVE, 245 TO 260 INCLUSIVE, 308, 309, 310, AND 323 TO 340 INCLUSIVE, 353 TO 370 INCLUSIVE, 379 TO 395 INCLUSIVE, 397 TO 411, AND VACATED ALLEYS, OF "GRAND RIVER HOMES SUBDIVISION", OF PART OF THE EAST 1/2 OF SECTION 35, TOWN 1 NORTH, RANGE 9 EAST, FARMINGTON TOWNSHIP (NOW THE CITY OF FARMINGTON HILLS), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 54 OF PLATS ON PAGE 12 OF OAKLAND COUNTY RECORDS, CONTAINING 0.08 ACRES OF LAND MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.

PARCEL ID# 23-35-228-025

LOT 2, OF "ASSESSOR'S GRAND RIVER HOMES STATE SUBDIVISION", A RESUBDIVISION OF PARTS OF THE EAST HALF OF SECTION 35, TOWN 1 NORTH, RANGE 9 EAST, AND OF LOTS 32 TO 48 INCLUSIVE, 103 TO 120 INCLUSIVE, 176 TO 193 INCLUSIVE, 245 TO 260 INCLUSIVE, 308, 309, 310, AND 323 TO 340 INCLUSIVE, 353 TO 370 INCLUSIVE, 379 TO 395 INCLUSIVE, 397 TO 411, AND VACATED ALLEYS, OF "GRAND RIVER HOMES SUBDIVISION", OF PART OF THE EAST 1/2 OF SECTION 35, TOWN 1 NORTH, RANGE 9 EAST, FARMINGTON TOWNSHIP (NOW THE CITY OF FARMINGTON HILLS), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 54 OF PLATS ON PAGE 12 OF OAKLAND COUNTY RECORDS, CONTAINING 0.08 ACRES OF LAND MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.

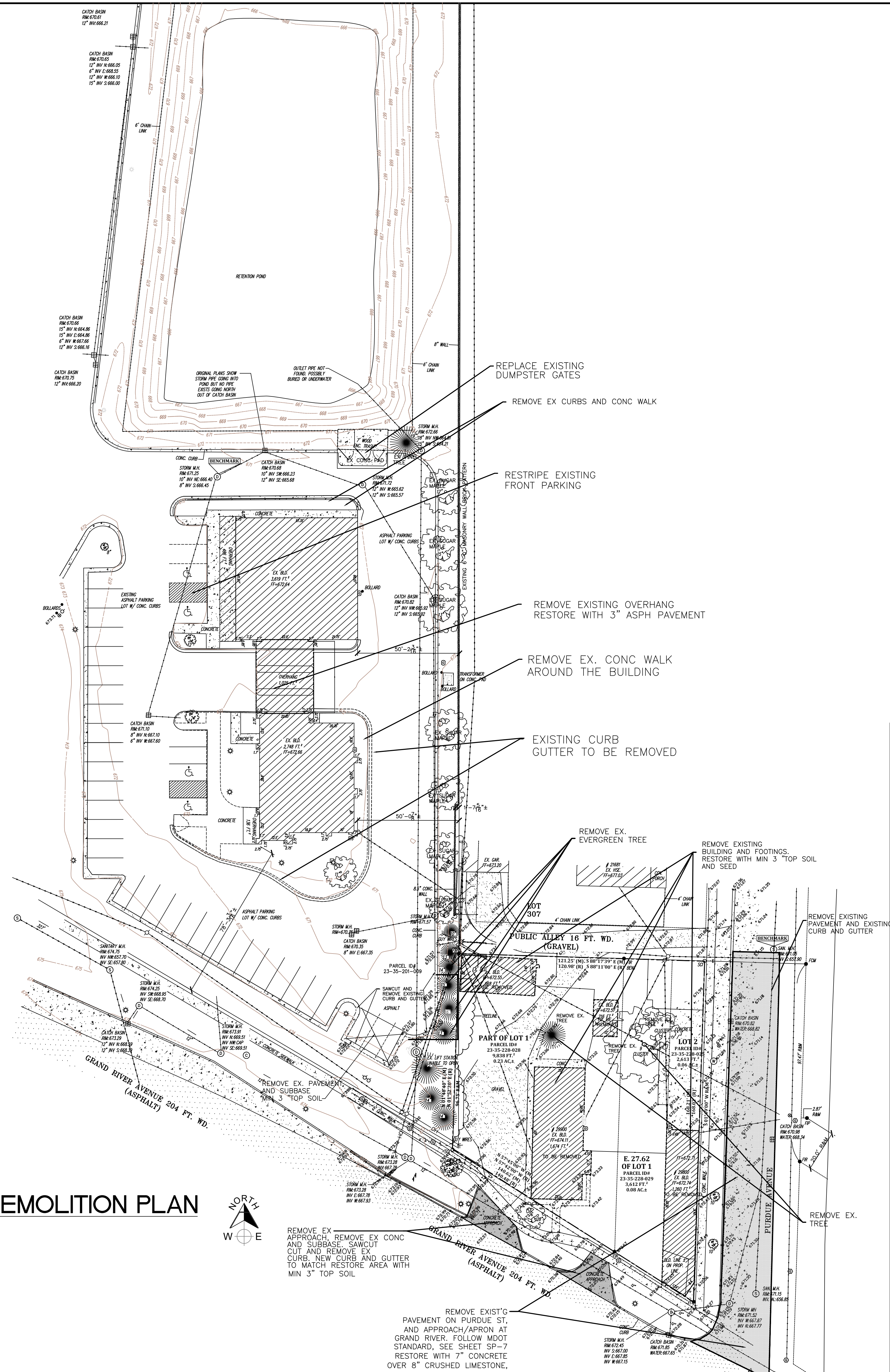
BENCHMARK:

THE NORTH RIM OF A SANITARY MANHOLE LOCATED 34.0 FEET EAST AND 5.7 FEET NORTH OF THE NORTHEAST PROPERTY CORNER OF PARCEL ID# 23-35-228-029.

ELEVATION = 671.05 NAVD88

EXISTING SITE & DEMOLITION PLAN

SCALE: 1"=30'-0"



ZIAD EL-BABA ENGINEERING

674 GAUTHIER
TECUMSEH ONTARIO
N8N3P8 CANADA
CELL · 313-938-8767
MOBILE · 519-796-9882

DATE	REV. NO.	ISSUED FOR
JUN.30.23		SITE PLAN
NOV.11.23		ADDENDUM 1
FEB.12.24		REVISIONS

Project:
NEW STARBUCK'S
30000, 29900, 29800
GRAND RIVER
FARMINGTON HILLS MI

Owner:
30000, 29900, 29800
GRAND RIVER
FARMINGTON HILLS MI

Drawing Title:
EXISTING SITE PLAN
& ALTA SURVEY

Project Number:
Scale: AS NOTED

Checked By: Z.E.

Drawing No.
SP-1

Calculate the Composite Runoff Coefficient

$$C = \frac{\sum(A_i \times C_i)}{\sum A_i}$$

$$C = \frac{(4.80 \times 0.95) + (5.05 \times 0.20) + (0.47 \times 1)}{10.32} = 0.59$$

Calculate Time of Concentration

Sheet Flow

$$v = K \times S^{0.5}$$

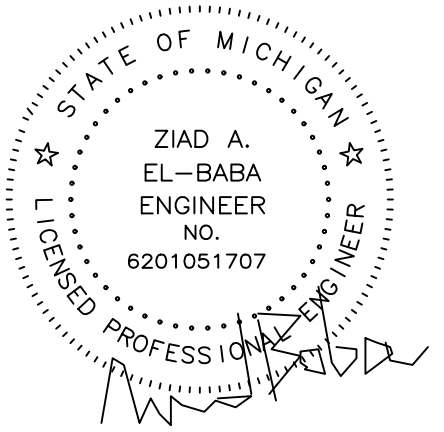
C Values	
Green Space	
HSG A	0.15
HSG B	0.20
HSG C	0.25
HSG D	0.30
Impervious Areas	0.95
Water	1.00

Eq. III-7	$I = \frac{30.20p^{0.22}}{(T_c + 9.17)^{0.81}}$
$I =$	Average rainfall intensity in inches/hour
$p =$	Design storm return period in years
$T_c =$	Time of concentration in minutes

Regional* 24-Hour Average Rainfall Amounts

Storm Event	Rainfall Amount (inch)
1 Year	2.07
2 Year	2.38
5 Year	2.87
10 Year	3.32
100 Year	5.23

* Region includes Livingston, Macomb, Oakland and Wayne counties



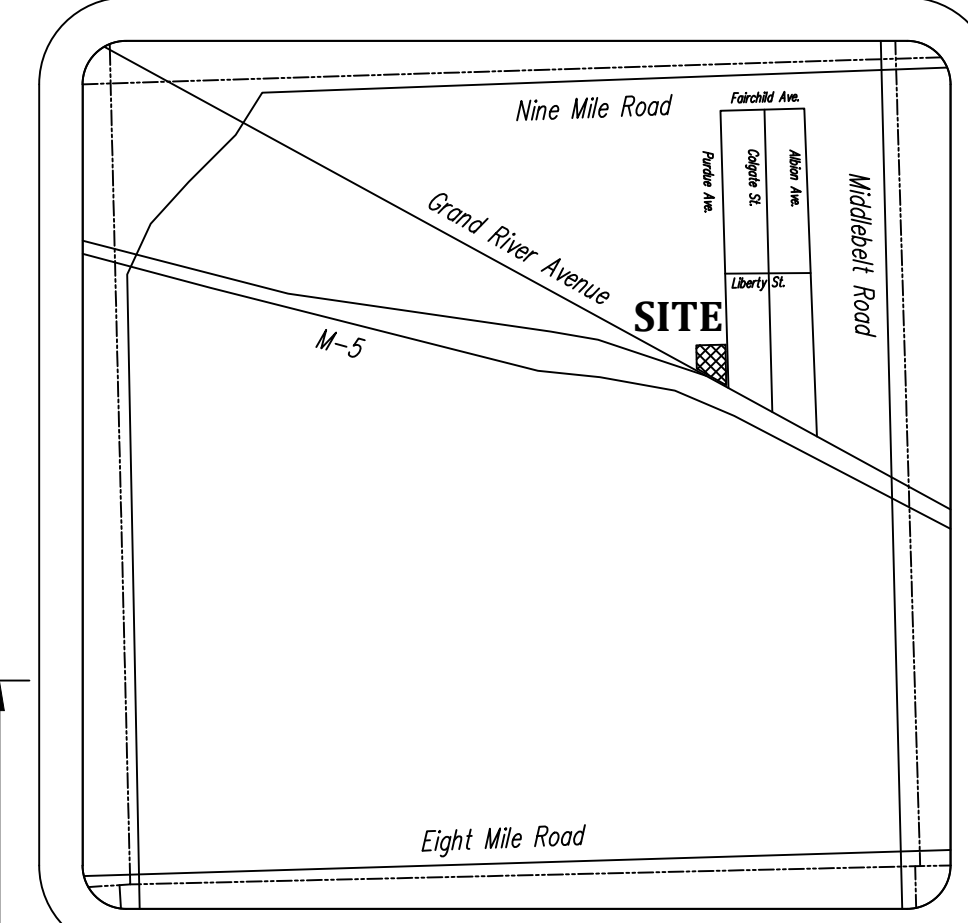
ZIAD EL-BABA ENGINEERING

674 GAUTHIER
TECUMSEH ONTARIO
N8N3P8 CANADA
CELL - 313-938-8767
MOBILE - 519-796-9882

ISLAND EDGE CAN NOT BE EXTENDED TO MAINTAIN TWO WAY TRAFFIC TO ENTER THE SITE. ONE TRAFFIC TO EXIT TOWARD GRAND RIVER ROAD

START ROAD REMOVAL AND RECONSTRUCTION 5'-0" NORTH OF EXISTING PROPERTY LINE

SITE LOCATION MAP (NO SCALE)



DATE	REV. NO.	ISSUED FOR
JUN.30.23		SITE PLAN
NOV.11.23		ADDENDUM 1
FEB.12.24		REVISIONS

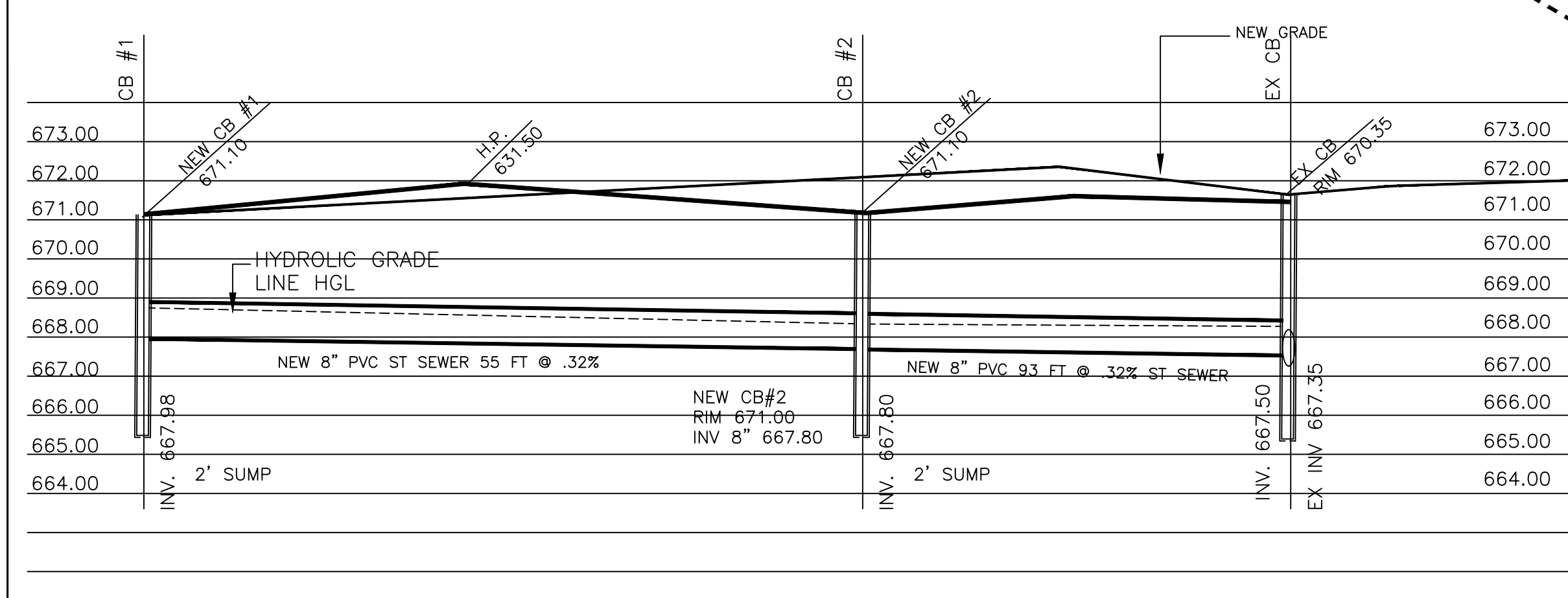
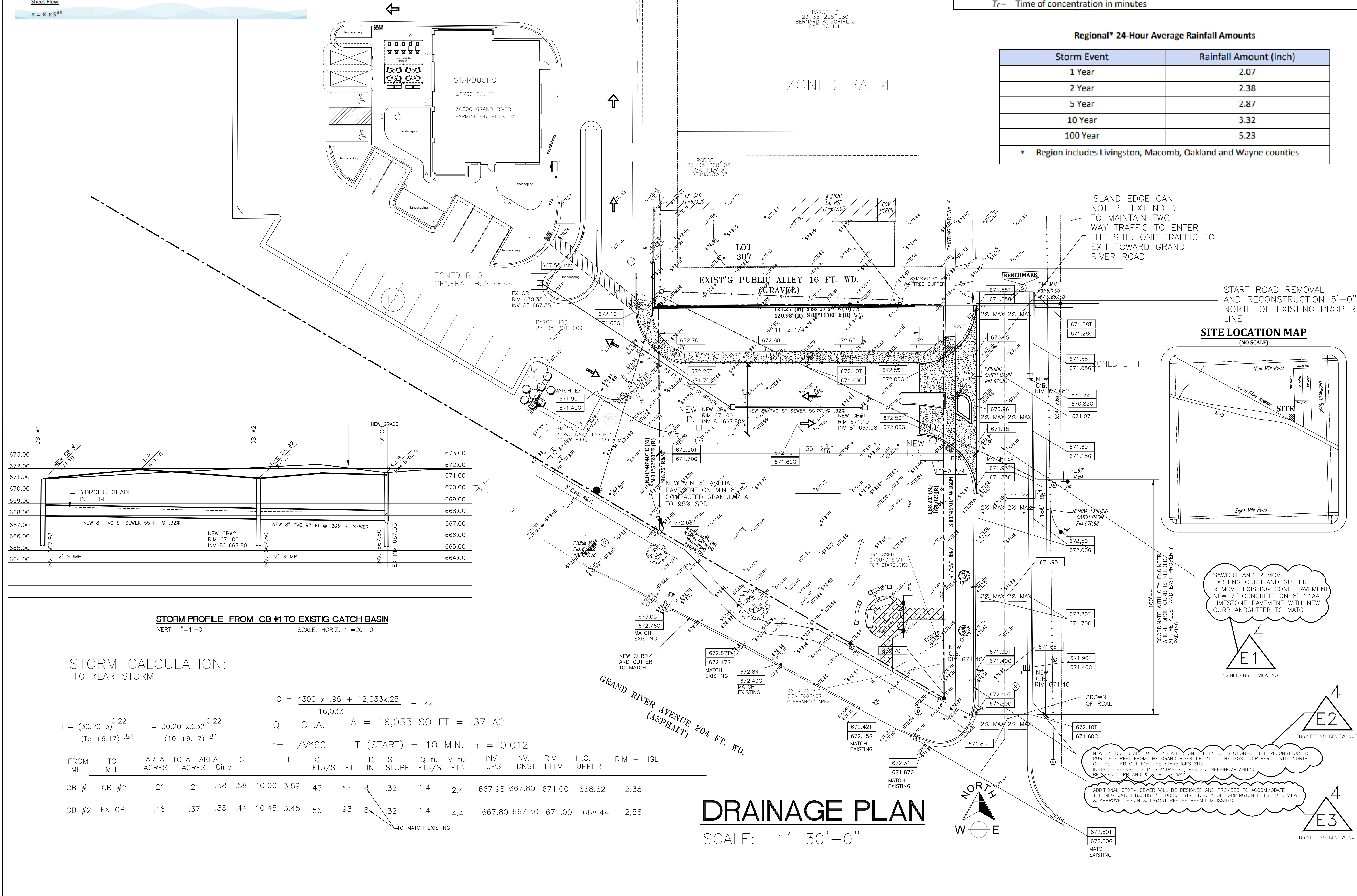
Project:
NEW STARBUCK'S
30000, 29900, 29800
GRAND RIVER
FARMINGTON HILLS MI
Owner:
30000, 29900, 29800
GRAND RIVER
FARMINGTON HILLS MI

Drawing Title:
DRAINAGE PLAN

Project Number:
Scale: AS NOTED

Checked By: Z.E.

Drawing No. SP-3



STORM PROFILE FROM CB #1 TO EXISTG CATCH BASIN
VERT. 1"=4'-0" SCALE: HORIZ. 1"=20'-0"

**STORM CALCULATION:
10 YEAR STORM**

$C = \frac{4300 \times .95 + 12,033 \times .25}{16,033} = .44$

$Q = C \cdot I \cdot A = 16,033 \text{ SQ FT} = .37 \text{ AC}$

$t = L/V \times 60$ $T \text{ (START)} = 10 \text{ MIN.}$ $n = 0.012$

FROM MH	TO MH	AREA ACRES	TOTAL AREA ACRES	C	T	I	Q FT3/S	L FT	D IN.	S SLOPE	Q full FT3/S	V full FT3	INV UPST	INV DNST	RIM ELEV	H.G. UPPER	RIM - HGL
CB #1	CB #2	.21	.21	.58	.58	10.00	3.59	.43	55	.32	1.4	2.4	667.98	667.80	671.00	668.62	2.38
CB #2	EX CB	.16	.37	.35	.44	10.45	3.45	.56	93	.32	1.4	4.4	667.80	667.50	671.00	668.44	2.56

DRAINAGE PLAN
SCALE: 1' = 30'-0"



SAWCUT AND REMOVE EXISTING CURB AND GUTTER REMOVE EXISTING CONC PAVEMENT OF THE CURB CUT FOR THE STARBUCKS SITE. INSTALL GREENBELT CITY STANDARDS LIMESTONE PAVEMENT WITH NEW CURB ANDGUTTER TO MATCH

NEW 6" EDGE DRAIN TO BE INSTALLED ON THE ENTIRE SECTION OF THE RECONSTRUCTED PURDUE STREET FROM THE GRAND RIVER TIE-IN TO THE MOST NORTHERN LIMITS NORTH OF THE CURB CUT FOR THE STARBUCKS SITE. INSTALL GREENBELT CITY STANDARDS PER ENGINEERING/PLANNING BETWEEN CURB AND RIGHT OF WAY

ADDITIONAL STORM SEWER WILL BE DESIGNED AND PROVIDED TO ACCOMMODATE THE NEW CATCH BASINS IN PURDUE STREET, CITY OF FARMINGTON HILLS TO REVIEW & APPROVE DESIGN & LAYOUT BEFORE PERMIT IS ISSUED.

COORDINATE WITH CITY ENGINEER WHERE PRECIPITATION PAVING AT THE ALLEY AND EAST PROPERTY

ENGINEERING REVIEW NOTE

4 E1

ENGINEERING REVIEW NOTE

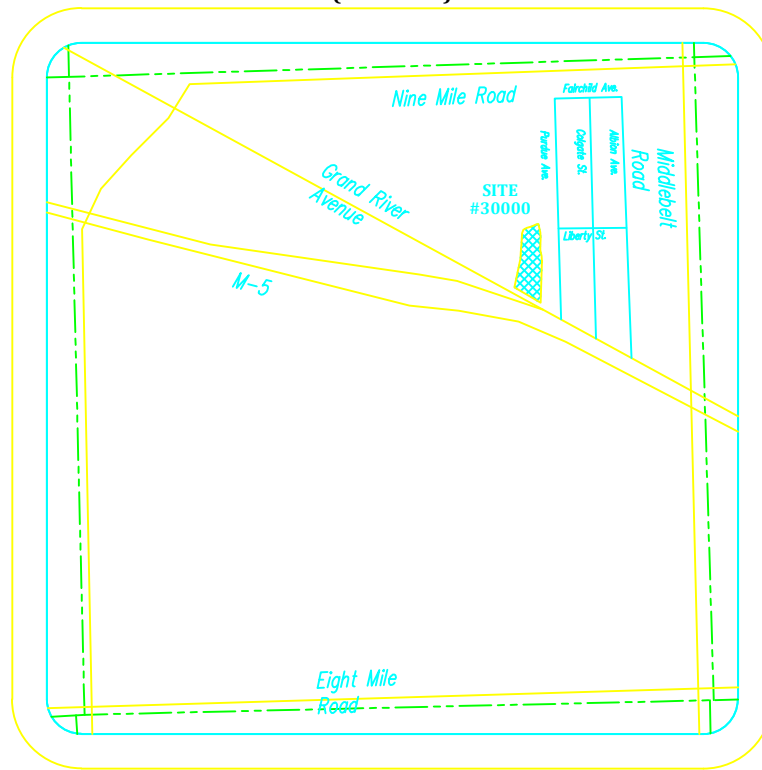
4 E2

ENGINEERING REVIEW NOTE

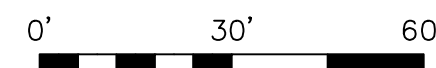
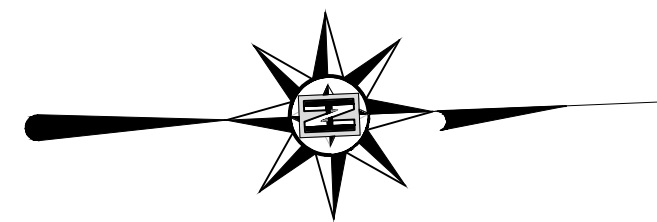
4 E3

ENGINEERING REVIEW NOTE

SITE LOCATION MAP
(NO SCALE)

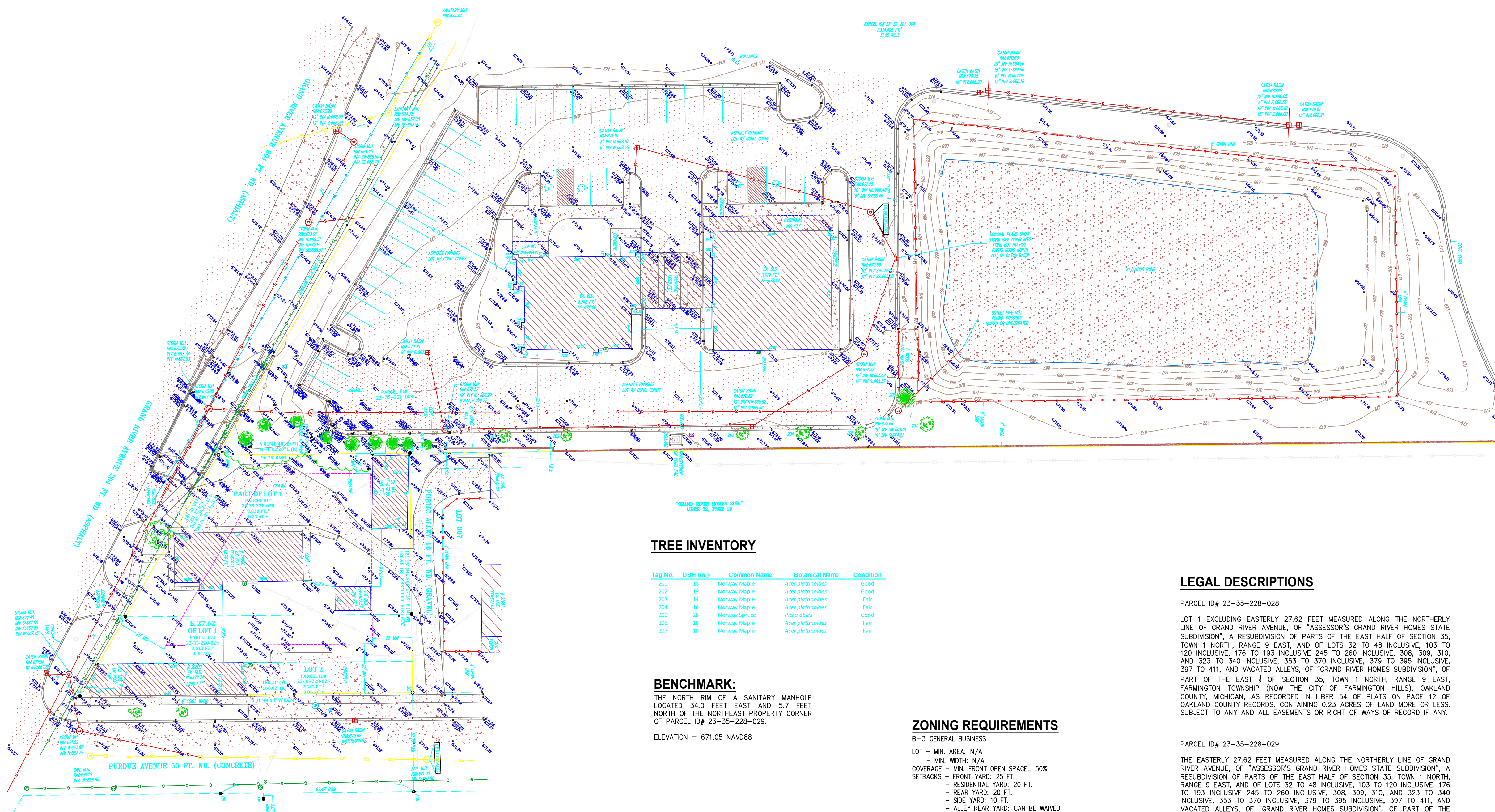


TOPOGRAPHIC SURVEY
30000 Grand River Avenue



LEGEND

- FOUND MENTHICATION
- SECTION CORNER
- RECORD MEAS.
- FIELD MEAS.
- PRORATED DIST.
- CALCULATED DIST.
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- PLATTED LINE
- FENCE LINE
- STORM SEWER
- SANITARY SEWER
- WATER LINE/MAIN
- GAS LINE/MAIN
- OVERHANG LINE
- BURIED CABLE
- BURIED ELEC.
- GAS METER
- GAS SHUT OFF
- MARKER/FLAG
- WATER MANHOLE
- HYDRANT
- WATER SHUT OFF
- WATER METER
- WATER
- MARKER/FLAG
- STORM MANHOLE
- STORM BURNHIVE
- STORM OUTLET
- SAN. MANHOLE
- SAN. CLEANOUT
- MARKER/FLAG
- COMM. MANHOLE
- COMM. PEDESTAL
- COMM. MARKER
- LIGHT POLE
- UTILITY POLE
- TRANSFORMER
- MARKER/FLAG
- BRND. WTR. MON.
- WTR. CONDITIONING
- FOUND CONC. MON.
- FOUND IRON ROD
- FOUND CAPPED PIPE
- FOUND IRON PIPE
- FOUND MAG. NAIL
- FOUND "X" ETCHED
- FOUND CAPPED PIPE
- FOUND IRON ROD
- FOUND R.R. SPIKE
- FOUND ANGLE IRON
- FENCE POST
- SET CAPPED IRON
- SET ETCHED "X"
- SET MAG. NAIL
- BACK OF CURB
- TOP OF CURB
- CURB CUTTER
- HIGH POINT
- LOW POINT
- FINISHED GRADE
- FINISHED FLOOR
- MATCH EX. GRADE
- AS-BUILT MEAS.
- POINT OF CURVE
- CORNER OF COMP.
- RIM OF WAY
- POINT OF BEGIN.
- POINT OF COMMENCE
- PROPERTY ELEVATION
- ELEVATION TREE
- EVERGREEN TREE



TREE INVENTORY

Tag No.	DBH (in.)	Common Name	Botanical Name	Condition
201	19	Norway Maple	Acer platanoides	Good
202	19	Norway Maple	Acer platanoides	Good
203	14	Norway Maple	Acer platanoides	Fair
204	16	Norway Maple	Acer platanoides	Fair
205	28	Norway Spruce	Picea abies	Good
206	18	Norway Maple	Acer platanoides	Fair
207	18	Norway Maple	Acer platanoides	Fair

BENCHMARK:

THE NORTH RIM OF A SANITARY MANHOLE LOCATED 34.0 FEET EAST AND 5.7 FEET NORTH OF THE NORTHEAST PROPERTY CORNER OF PARCEL ID# 23-35-228-029.
ELEVATION = 671.05 NAVD88

BENCHMARK:

THE NORTH RIM OF THE STORM MANHOLE LOCATED 9 FEET WEST AND 20 FEET NORTH FROM THE NORTHWEST CORNER OF THE NORTHERLY BUILDING
ELEVATION = 671.25 NAVD88

ZONING REQUIREMENTS

B-3 GENERAL BUSINESS
 LOT - MIN. AREA: N/A
 - MIN. WIDTH: N/A
 COVERAGE - MIN. FRONT OPEN SPACE: 50%
 SETBACKS - FRONT YARD: 25 FT.
 - RESIDENTIAL YARD: 20 FT.
 - REAR YARD: 20 FT.
 - SIDE YARD: 10 FT.
 - ALLEY REAR YARD: CAN BE WAIVED
 - SIDE STREET YARD: 25 FT.
 HEIGHT - MAX. BLD.: 40 FT.

LEGAL DESCRIPTIONS

PARCEL ID# 23-35-228-028
 LOT 1 EXCLUDING EASTERLY 27.62 FEET MEASURED ALONG THE NORTHERLY LINE OF GRAND RIVER AVENUE, OF "ASSESSOR'S GRAND RIVER HOMES STATE SUBDIVISION", A RESUBDIVISION OF PARTS OF THE EAST HALF OF SECTION 35, TOWN 1 NORTH, RANGE 9 EAST, AND OF LOTS 32 TO 48 INCLUSIVE, 103 TO 120 INCLUSIVE, 176 TO 193 INCLUSIVE, 245 TO 260 INCLUSIVE, 308, 309, 310, AND 323 TO 340 INCLUSIVE, 353 TO 370 INCLUSIVE, 379 TO 395 INCLUSIVE, 397 TO 411, AND VACATED ALLEYS, OF "GRAND RIVER HOMES SUBDIVISION", OF PART OF THE EAST 1/2 OF SECTION 35, TOWN 1 NORTH, RANGE 9 EAST, FARMINGTON TOWNSHIP (NOW THE CITY OF FARMINGTON HILLS), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 54 OF PLATS ON PAGE 12 OF OAKLAND COUNTY RECORDS, CONTAINING 0.23 ACRES OF LAND MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.

PARCEL ID# 23-35-228-029
 THE EASTERLY 27.62 FEET MEASURED ALONG THE NORTHERLY LINE OF GRAND RIVER AVENUE, OF "ASSESSOR'S GRAND RIVER HOMES STATE SUBDIVISION", A RESUBDIVISION OF PARTS OF THE EAST HALF OF SECTION 35, TOWN 1 NORTH, RANGE 9 EAST, AND OF LOTS 32 TO 48 INCLUSIVE, 103 TO 120 INCLUSIVE, 176 TO 193 INCLUSIVE, 245 TO 260 INCLUSIVE, 308, 309, 310, AND 323 TO 340 INCLUSIVE, 353 TO 370 INCLUSIVE, 379 TO 395 INCLUSIVE, 397 TO 411, AND VACATED ALLEYS, OF "GRAND RIVER HOMES SUBDIVISION", OF PART OF THE EAST 1/2 OF SECTION 35, TOWN 1 NORTH, RANGE 9 EAST, FARMINGTON TOWNSHIP (NOW THE CITY OF FARMINGTON HILLS), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 54 OF PLATS ON PAGE 12 OF OAKLAND COUNTY RECORDS, CONTAINING 0.06 ACRES OF LAND MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.

PARCEL ID# 23-35-228-025
 LOT 2, OF "ASSESSOR'S GRAND RIVER HOMES STATE SUBDIVISION", A RESUBDIVISION OF PARTS OF THE EAST HALF OF SECTION 35, TOWN 1 NORTH, RANGE 9 EAST, AND OF LOTS 32 TO 48 INCLUSIVE, 103 TO 120 INCLUSIVE, 176 TO 193 INCLUSIVE, 245 TO 260 INCLUSIVE, 308, 309, 310, AND 323 TO 340 INCLUSIVE, 353 TO 370 INCLUSIVE, 379 TO 395 INCLUSIVE, 397 TO 411, AND VACATED ALLEYS, OF "GRAND RIVER HOMES SUBDIVISION", OF PART OF THE EAST 1/2 OF SECTION 35, TOWN 1 NORTH, RANGE 9 EAST, FARMINGTON TOWNSHIP (NOW THE CITY OF FARMINGTON HILLS), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 54 OF PLATS ON PAGE 12 OF OAKLAND COUNTY RECORDS, CONTAINING 0.06 ACRES OF LAND MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT OF WAYS OF RECORD IF ANY.

Topographic Survey

PART OF THE N.E. 1/4 OF SEC. 35, T.1N., R.9E., CITY OF FARMINGTON HILLS, OAKLAND CO., MICH.



SECTION: N.E. 1/4 Sec. 35 DATE: 11/08/23 CLIENT: Shangri Enterprise Group
 TN./RGE.: 1N./9E. PROJ. #: 021-118 Nicholas Shargo
 CITY/TWP: Farmington DWG. BY: JCP 20763 Northwestern
 COUNTY: Oakland 1 INCH = 30 FEET Highway Suite 210
 Suite 101 48224

I, Michael J. Nowry, a Professional Surveyor in the State of Michigan do hereby certify that the parcel of land described and delineated hereon has been surveyed under my supervision, that the plat hereon is a true representation of the survey as performed, that the error of closure is no greater than 1 in 5000 and that I have fully complied with the requirements of Section 3, Public Act 132 of 1970.

Michael J. Nowry
 Michael J. Nowry Professional Surveyor # 52472

SP-4

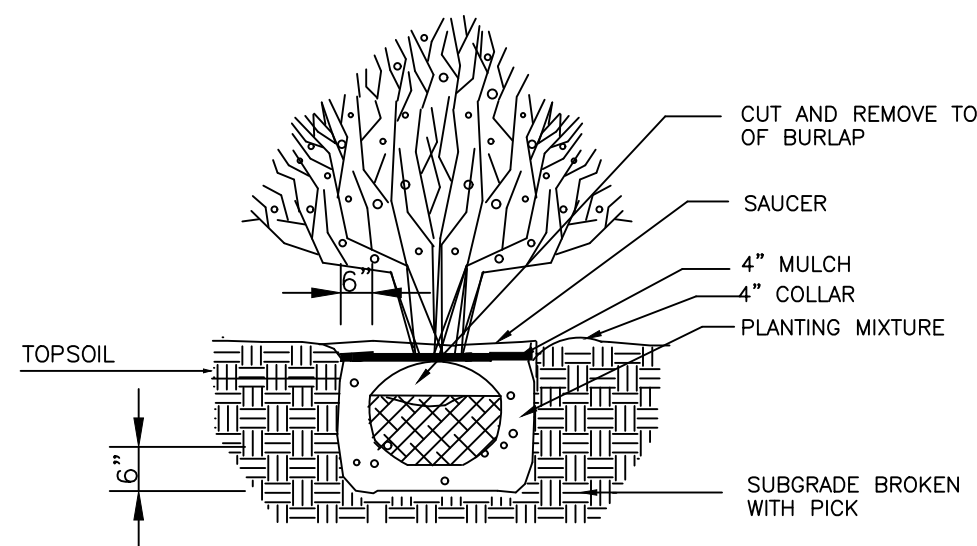
SP-4

LANDSCAPING NOTES:

- ALL LANDSCAPED AREA (L.S. AREA) TOP SOIL TREES AND SHRUBS TO BE PROTECTED FROM EXTREME WEATHER CONDITIONS, BAD SOIL TO BE DISPOSED IN LEGAL MANNER.
- ALL NEW LANDSCAPED AREA (L.S. AREA) TO RECEIVE MIN. 4" TOP SOIL WITH SOD. PROVIDE FERTILIZER UNDER SOD, ALL PER CITY STANDARDS.
- ALL PLANT MATERIALS ARE TO BE FIRST QUALITY NURSERY STOCK, FREE FROM DISEASE OR OBJECTIONABLE DISFIGUREMENTS, AND PLANTED IN CONFORMANCE WITH SOUND NURSERY PRACTICE.
- ALL PLANTING PITS ARE TO RECEIVE 3 AGRIFORM TABS (3-YEAR FERTILIZER) AT TIME OF PLANTING
- NEW LAWN AREAS TO BE "HYDRO-SEED" OR "SOD."

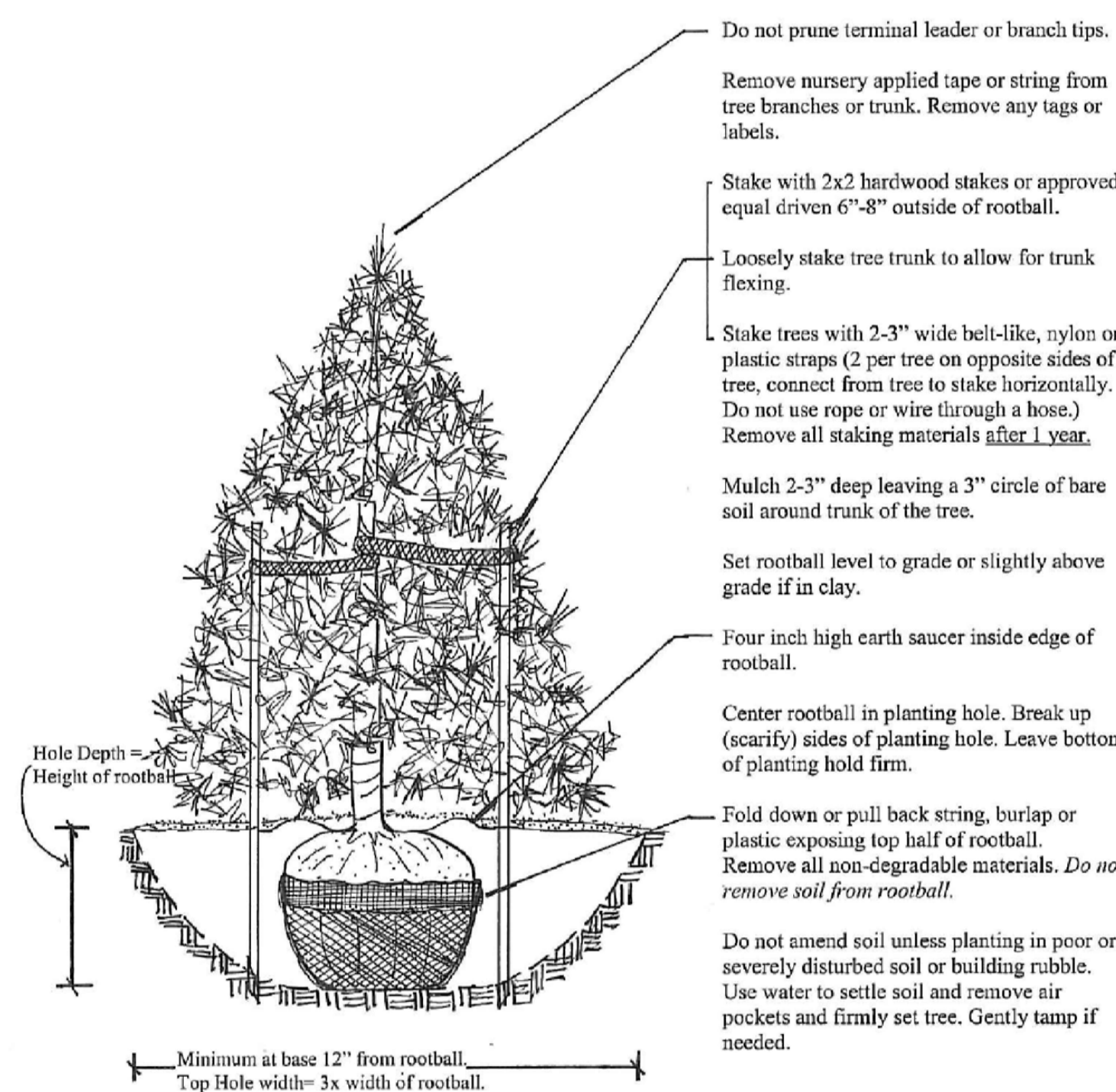
NOTES:

- A TREE PERMIT MUST BE OBTAINED FROM THE PLANNING OFFICE PRIOR TO ALL TREE REMOVAL ACTIVITY INVOLVING TREES SIX INCHES OR MORE DBH IN ACCORDANCE WITH THE CITY OF FARMINGTON HILLS -TREES MUST BE PLANTED NO CLOSER THEN SIX FEET (6') TO PUBLIC UTILITIES.
- ALL REQUIRED LANDSCAPE MATERIAL INDICATED ON APPROVED PLANS WILL BE REQUIRED THROUGH THE LIFE OF THE PROJECT AND MUST BE REPLACED IF REMOVED OR DEAD.
- 4 FOOT(4") HIGH WOOD SNOW FENCING OR OTHER RIGID MATERIAL IS TO BE ERECTED AROUND THE DRIP LINE OF ALL TREES TO BE SEEDED IN ACCORDANCE WITH CITY OF FARMINGTON HILLS
- REQUIRED LANDSCAPE MATERIAL SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMAN STANDARDS AND BE:
 - NURSERY GROWN
 - STATE DEPARTMENT OF AGRICULTURE INSPECTED
 - NO. 1 GRADE WITH STRAIGHT UNSCARRED TRUNK AND WELL DEVELOPED UNIFORM CROWN (PARK GRADE TREES WILL NOT BE ACCEPTED)
 - PLANTED PER CITY OF FARMINGTON HILLS DETAILS AND SPECIFICATIONS AND IN ACCORDANCE WITH CITY OF FARMINGTON HILLS CHAPTER 34-5.14
 - GUARANTEED FOR ONE YEAR.
 - REPLACEMENT TREES SHALL HAVE SHADE POTENTIAL, AND OTHER CHARACTERISTICS COMPARABLE TO THE TREES PROPOSED FOR REMOVAL.



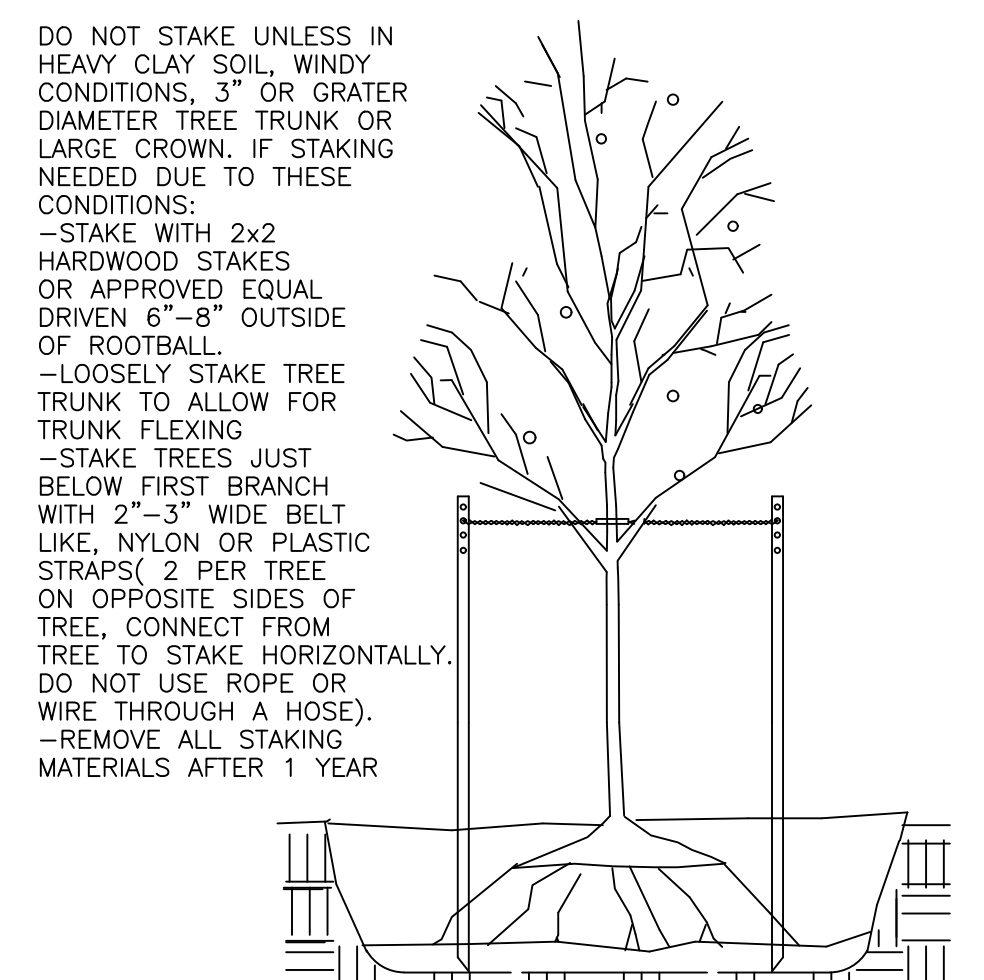
Shrub Planting

NTS



Evergreen Tree Planting and Staking Detail

City of Farmington Hills - January 2009
Modified from Tree Planting Details of Dr. Bonnie Appleton, Virginia Polytechnic Institute and State University and International Society of Arboriculture, Champaign Illinois



Deciduous Tree Planting Detail

NTS

SECTION 34-5.2 PARKING CALCULATIONS

EXIST'G BUILDING AREA:
30010 GRAND RIVER (GAMESTOP): 3610 SQ FT, EXIST'G

30000 GRAND RIVER (STARBUCKS) 2760 SQ FT, EXIST'G
6,370 SQ FT (EXIST'G)

PARKING COUNT:
30010 GRAND RIVER (GAMESTOP) 3610/175 = 21 PARKING SPACES REQ'D

30000 GRAND RIVER (STARBUCKS) 2760 SQ FT
DRIVE IN RESTAURANT - 1 SPACE PER 30 SQ FT USABLE AREA
(DEDUCT 680 SQ FT FOR BACK OF HOUSE)
USABLE SQ FT = 2760 X 75% = 2070 SQ FT
2070 SQ FT/30 = 69 SPACES REQ'D

TOTAL PARKING REQUIRED= 90 REQ'D
45 SPACES IN OUTLOT + REMAINDER SPACES PROVIDED IN WEST RIVER SHOPPING CENTER ADJACENTLY.

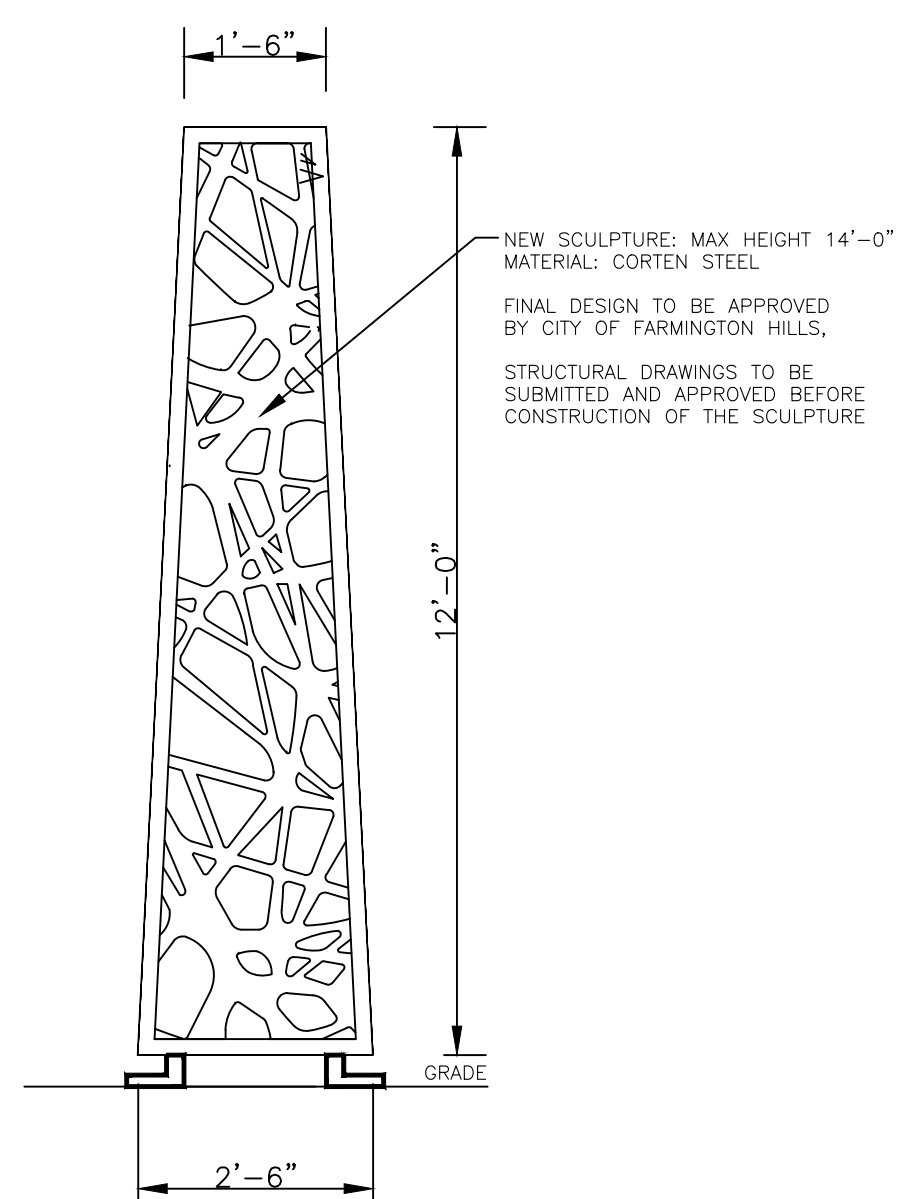
BARRIER FREE SPACE CALCULATION:
76-100 PARKING SPACES = 4 BARRIER FREE REQ'D
3 PROVIDED - 2 FOR STARBUCKS, 1 FOR ADJACENT BLDG.

PERCENTAGE OF FRONT YARD
OPEN SPACE W/ 25' SETBACK
TOTAL AREA = 10,363 SQ.FT.
PAVED AREA = 1,331 SQ.FT.
OPEN SPACE = 9,032 SQ.FT.
OPEN SPACE = 88%

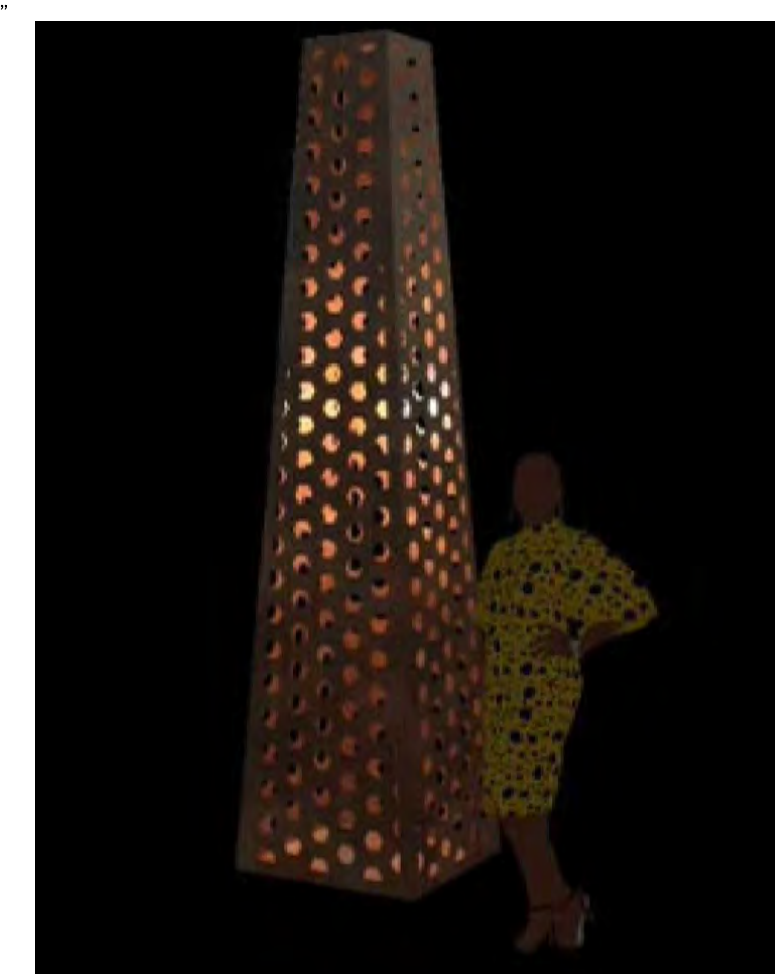
ITEM 13
5' WATERMAIN EASEMENT
L11217 P.66, L14286 P.743

(63) GREEN MOUNTAIN BOXWOODS
@ 24\"/>

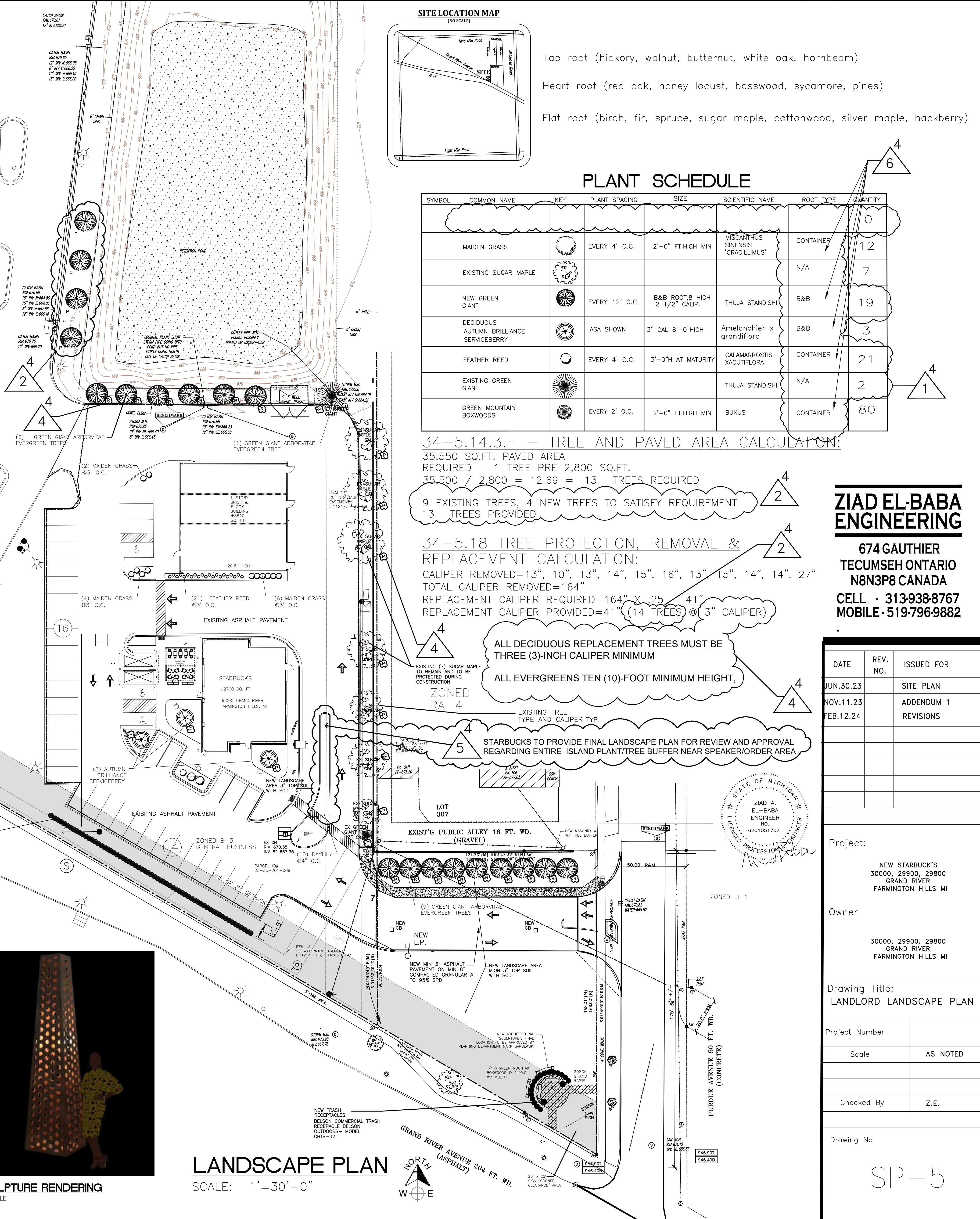
FINAL SHRUB SPECIES/SPECIFICATION
SUBJECT TO CHANGE, AS REQ'D TO
BE APPROVED BY CITY OF FARMINGTON
HILLS



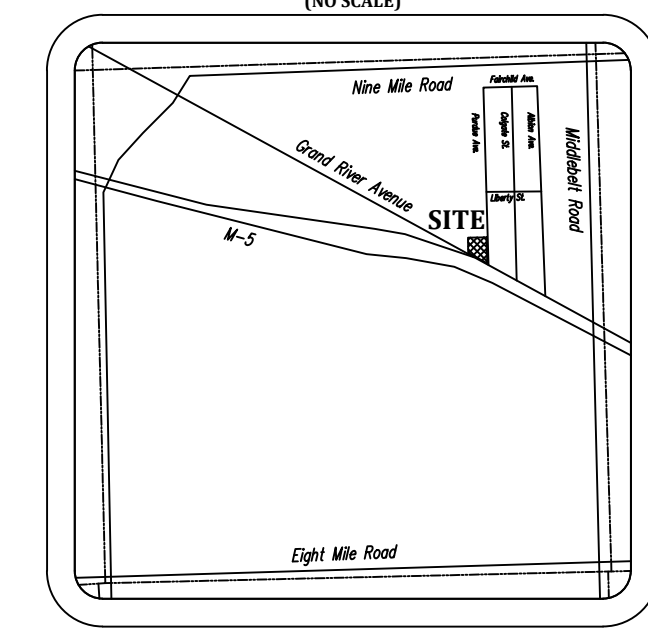
SCULPTURE ELEVATION



SCULPTURE RENDERING



SITE LOCATION MAP



- Tap root (hickory, walnut, butternut, white oak, hornbeam)
- Heart root (red oak, honey locust, basswood, sycamore, pines)
- Flat root (birch, fir, spruce, sugar maple, cottonwood, silver maple, hackberry)

PLANT SCHEDULE

SYMBOL	COMMON NAME	KEY	PLANT SPACING	SIZE	SCIENTIFIC NAME	ROOT TYPE	QUANTITY
(1)	MAIDEN GRASS	(Symbol)	EVERY 4' O.C.	2'-0" FT. HIGH MIN	MISCANTHUS SINENSIS 'GRACILLIMUS'	CONTAINER	12
(2)	EXISTING SUGAR MAPLE	(Symbol)				N/A	7
(3)	NEW GREEN GIANT	(Symbol)	EVERY 12' O.C.	B&B ROOT, 8' HIGH 2 1/2" CALIP.	THUJA STANDISHII	B&B	19
(4)	DECIDUOUS AUTUMN BRILLIANCE SERVICEBERRY	(Symbol)	ASA SHOWN	3" CAL 8'-0" HIGH	Amelanchier x grandiflora	B&B	3
(5)	FEATHER REED	(Symbol)	EVERY 4' O.C.	3'-0" H AT MATURITY	CALAMAGROSTIS XACUTIFLORA	CONTAINER	21
(6)	EXISTING GREEN GIANT	(Symbol)			THUJA STANDISHII	N/A	2
(7)	GREEN MOUNTAIN BOXWOODS	(Symbol)	EVERY 2' O.C.	2'-0" FT. HIGH MIN	BUXUS	CONTAINER	80

34-5.14.3.F - TREE AND PAVED AREA CALCULATION:

35,550 SQ.FT. PAVED AREA
REQUIRED = 1 TREE PER 2,800 SQ.FT.
35,500 / 2,800 = 12.69 = 13 TREES REQUIRED
9 EXISTING TREES, 4 NEW TREES TO SATISFY REQUIREMENT
13 TREES PROVIDED

34-5.18 TREE PROTECTION, REMOVAL & REPLACEMENT CALCULATION:

CALIPER REMOVED=13", 10", 13", 14", 15", 16", 13", 15", 14", 14", 27"
TOTAL CALIPER REMOVED=164"
REPLACEMENT CALIPER REQUIRED=164" X .25 = 41"
REPLACEMENT CALIPER PROVIDED=41" ((14 TREES) @ 3" CALIPER)

ALL DECIDUOUS REPLACEMENT TREES MUST BE THREE (3)-INCH CALIPER MINIMUM

ALL EVERGREENS TEN (10)-FOOT MINIMUM HEIGHT.

STARBUCKS TO PROVIDE FINAL LANDSCAPE PLAN FOR REVIEW AND APPROVAL REGARDING ENTIRE ISLAND PLANT/TREE BUFFER NEAR SPEAKER/ORDER AREA

ZIAD EL-BABA ENGINEERING
674 GAUTHIER
TECUMSEH ONTARIO
N8N3P8 CANADA
CELL - 313-938-8767
MOBILE - 519-796-9882

DATE	REV. NO.	ISSUED FOR
JUN.30.23		SITE PLAN
NOV.11.23		ADDENDUM 1
FEB.12.24		REVISIONS

Project:
NEW STARBUCK'S
30000, 29900, 29800
GRAND RIVER
FARMINGTON HILLS MI

Owner
30000, 29900, 29800
GRAND RIVER
FARMINGTON HILLS MI

Drawing Title:
LANDLORD LANDSCAPE PLAN

Project Number

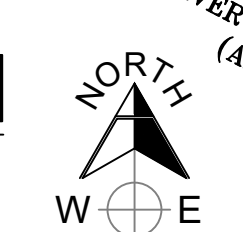
Scale AS NOTED

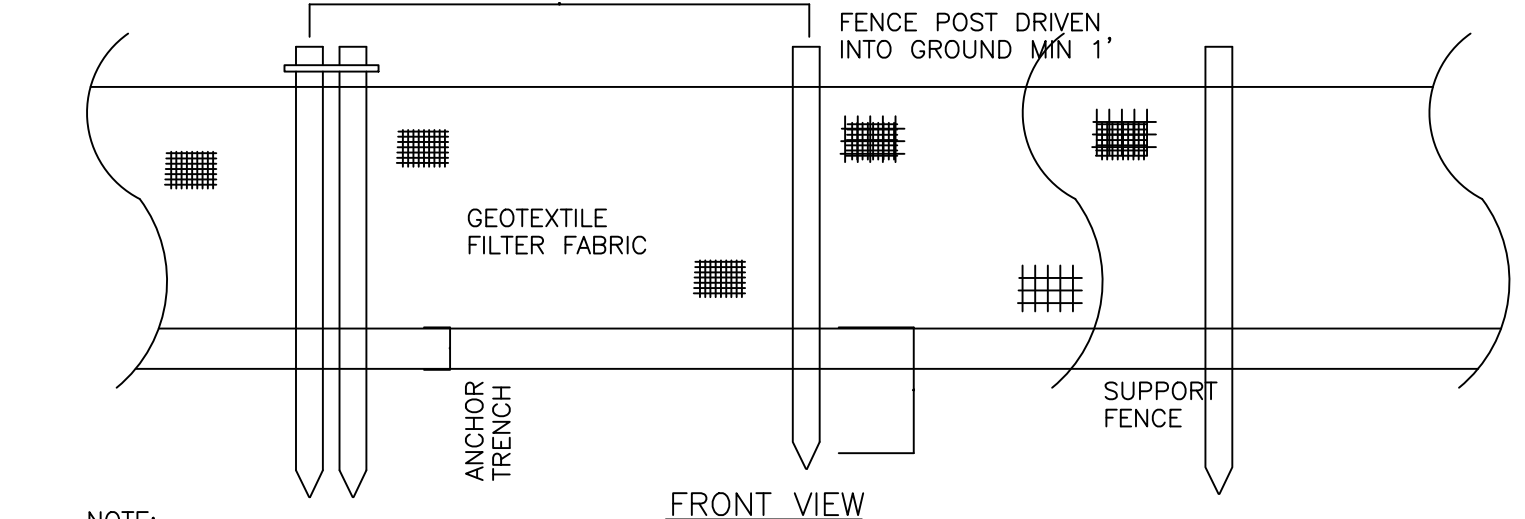
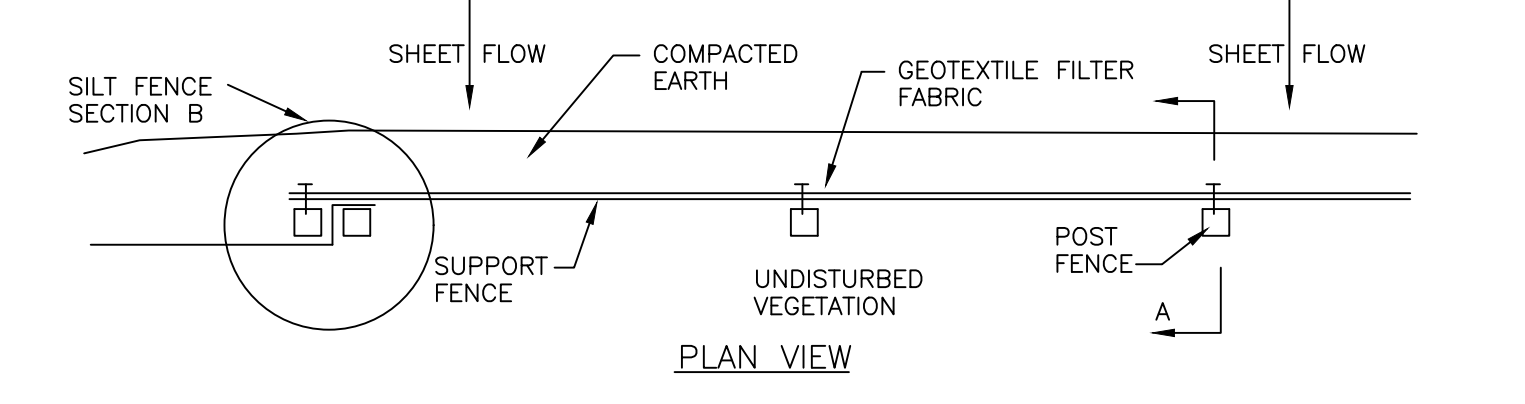
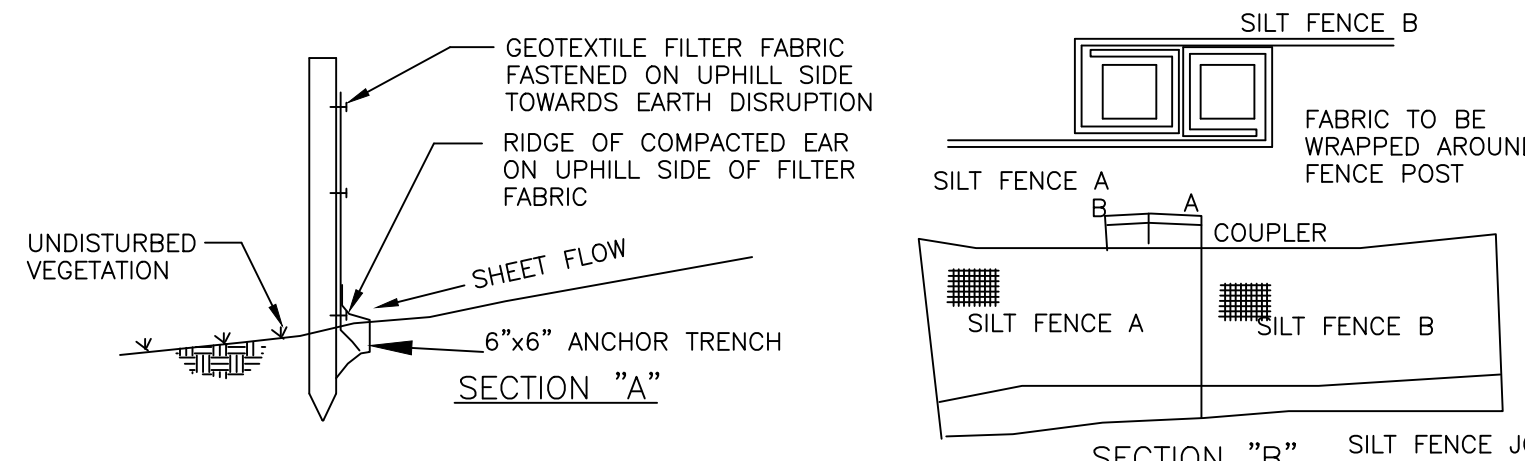
Checked By Z.E.

Drawing No.
SP-5

LANDSCAPE PLAN

SCALE: 1" = 30'-0"

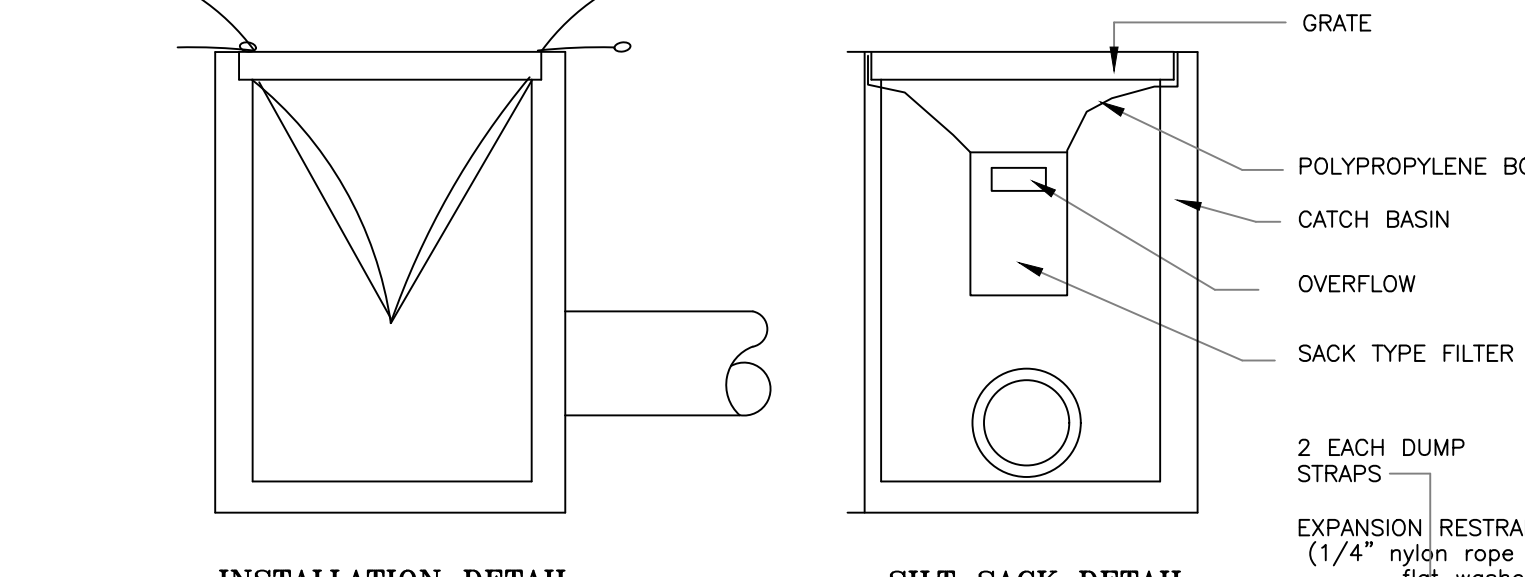
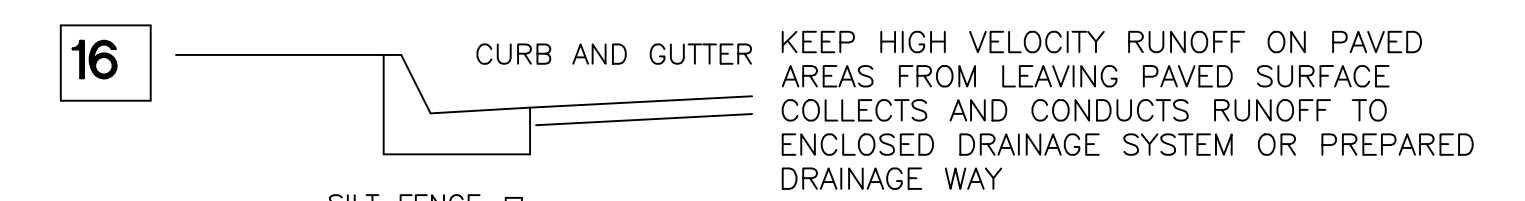
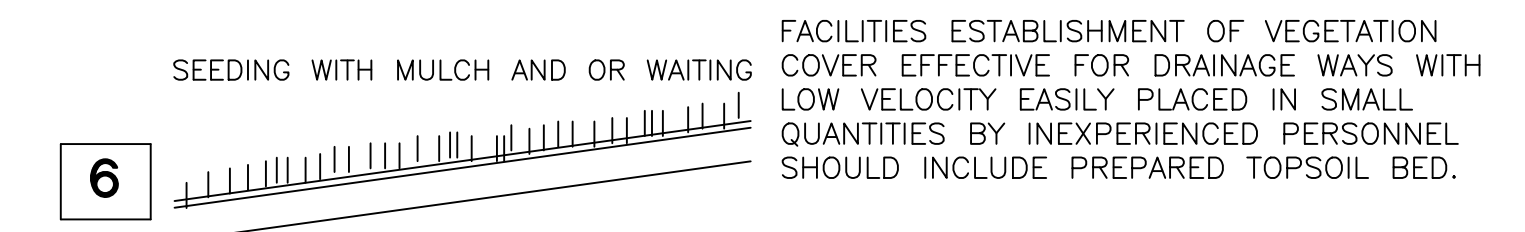




NOTE: EARTHWORK, GRADING AND PAVING SHALL COMPLY WITH COUNTY STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE CITY STANDARDS AND SPECIFICATIONS FOR LAND DEVELOPMENT PROJECTS. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN SPECIFICATIONS AND BECOME FAMILIAR WITH THEIR REQUIREMENTS.

CLOSEST SURFACE WATER THE EXISTING ON SITE WETLAND AT EAST, NORTH AND SOUTH

MICHIGAN UNIFIED KEYING SYSTEM SOIL EROSION AND SEDIMENTATION CONTROL MEASURES



NOTE: TEMPORARY INLET SEDIMENT FILTER TO BE INSTALLED ON ALL PAVED CATCH BASINS OR STORM INLETS. INLET FILTER TO BE SIMILAR TO "STREAM GUARD" AS MANUFACTURED BY STORM WATER SERVICES CORPORATION (206-767-0441) OR "CELTIC" AS MANUFACTURED BY ATLANTIC CONSTRUCTION FABRICS, INC (800-448-3636) CLEAN FILTER AS NEEDED.

CONSTRUCTION SEQUENCE	OPERATION TIME SCHEDULE MID 2023				
	FIRST	SECOND	THIRD	FOURTH	FIFTH
A	SOIL EROSION CONTROL MEASURE	████████	████████	████████	████████
B	BUILDING STRUCTURAL		████████	████████	████████
C	NEW BIOSWALE-SITE PREPARATION		████████	████████	████████
D	NEW PAVEMENT		████████	████████	████████
E	NEW LANDSCAPING/CURBING		████████	████████	████████
F					

PROPOSED WORK:
NEW PARKING LOT - AND LANDSCAPING

RESPONSIBLE FOR THE SOIL EROSION

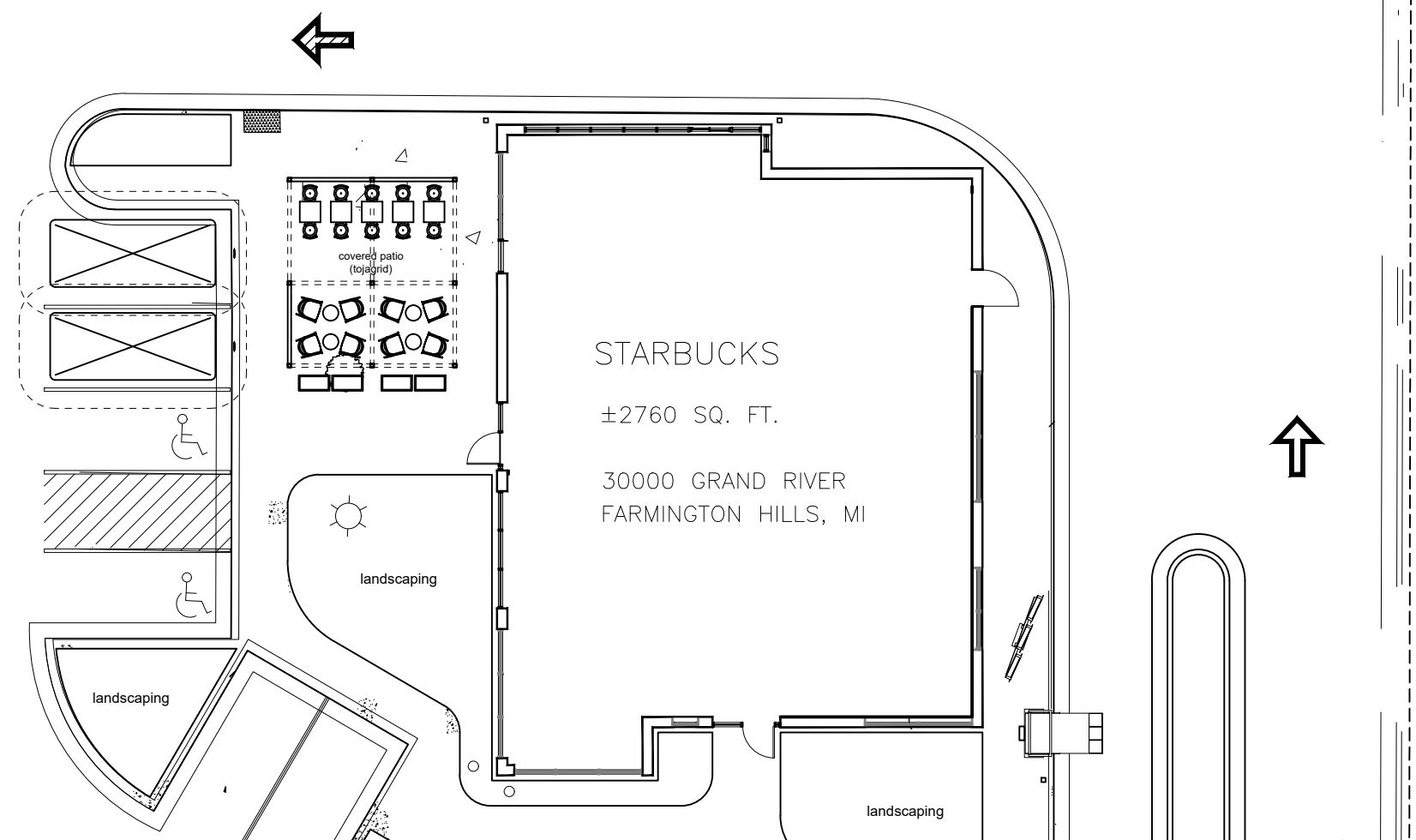
TYPE OF SOIL
SOIL TYPE : MORLEY LOAM
SOIL EROSION NOTES.

1. INSTALL SILT FENCE AND/OR CONSTRUCTION FENCES SHOWN ON THE PLAN
2. COMMERCE TOWNSHIP ENGINEERING DIVISION MUST BE NOTIFIED WHEN ALL SILT FENCE FOR THIS PROJECT HAS BEEN PLACED, WITH SUFFICIENT TIME TO ALLOW INSPECTION OF SAME PRIOR TO THE START OF ANY SITE WORK
3. THE PROPOSED WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH APPROVED EARTH CHANGE PLANS AND IN COMPLIANCE WITH ALL THE REQUIREMENTS OF THE PERMIT-ACT 451 OF PUBLIC ACTS OF 1994 AND RULES PROMULGATED THEREUNDER
4. ACCESS TO CONSTRUCTION SITE SHALL BE OVER AN EXISTING APPROACH
5. CONTRACTOR TO PERFORM DAILY STREET SWEEPING MAY BE NEEDED TO KEEP SOIL THAT IS TRACKED ONTO THE ROADS FROM REACHING THE STORM SEWER SYSTEM.
6. ALL MUD AND/OR DIRT TRACKED ONTO EXISTING ROADS AND DRIVEWAYS OR ADJACENT PARKING LOT AREAS FROM SITE, DUE TO CONSTRUCTION, SHALL BE PROMPTLY REMOVED DAILY BY THE GENERAL CONTRACTOR OR HIS DESIGNEE
7. ALL OF THE SOIL EROSION DEVICES SHALL BE MAINTAINED DAILY BY THE CONTRACTOR.
8. ALL CONTRACTORS; DO NOT NEEDLESSLY DESTROY VEGETATION OF ANY TYPE. DUST CONTROL IS TO BE MAINTAINED ON SITE DURING CONSTRUCTION. TYPE DUST CONTROL IS TO BE MAINTAINED ON SITE DURING CONSTRUCTION. ALL DIRT AND DEBRIS ARE TO BE KEPT OF ALL ADJACENT ROADS. IN NO EVENT SHALL WORK AREA EXTEND BEYOND THE LIMITS OF CONSTRUCTION INDICATED ON THE PLAN.
9. DURING CONSTRUCTION OF THE NEW STORM STORAGE PIPE THE ENDS OF ALL OPEN PIPES WILL BE PROTECTED BY FILTER BAGS, STONE FILTERS, OR OTHER APPROVED MEANS (UNTIL FULLY INSTALLED)

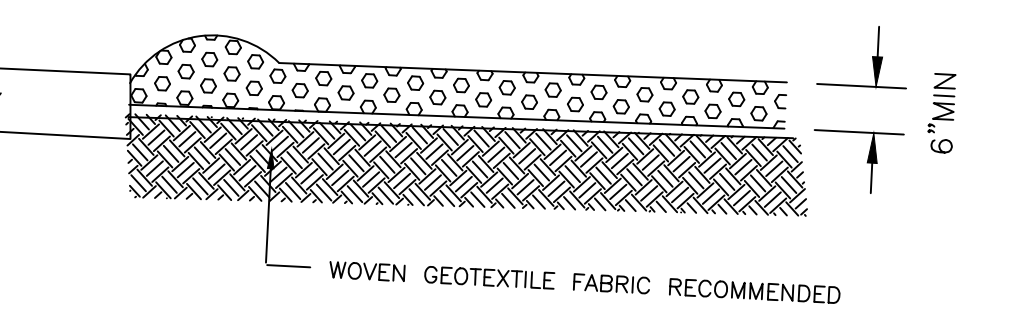
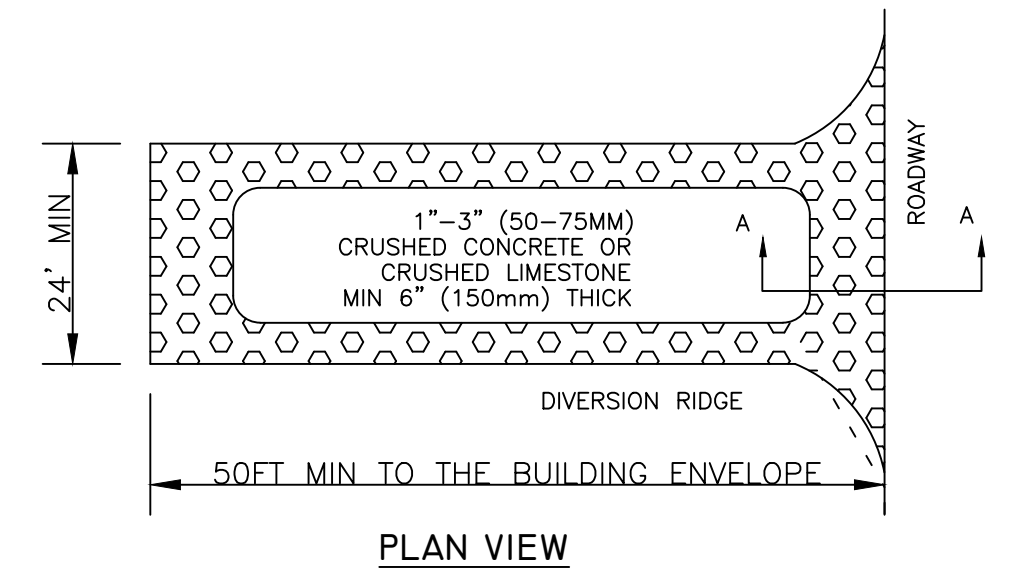
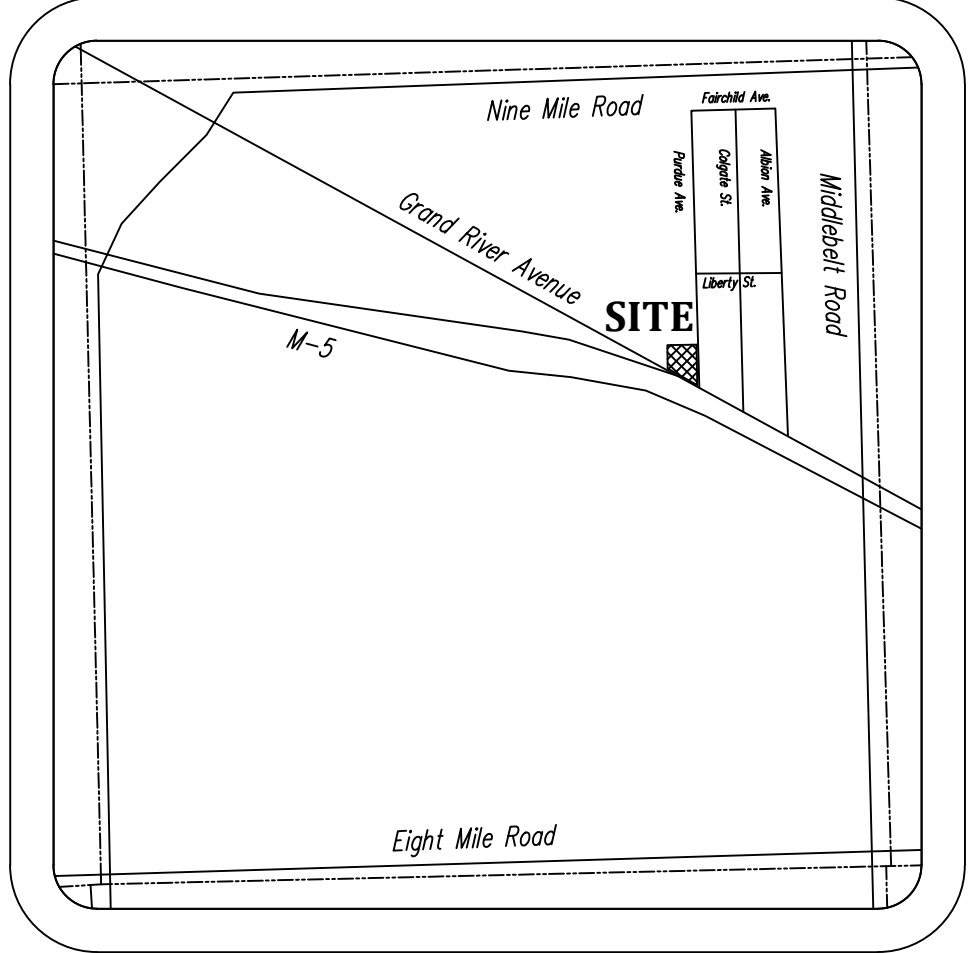
10- AREA OF DISTURBANCE 10,000 SQ. FT +/-
NEW CONC CURBS, ADDITIONAL LANDSCAPING
NEW ASPHALT PAVEMENT, BUILDING REMOVAL
NEW PARTIAL STORM DRAINAGE SYSTEM

RULE ADOPTED:
PART 91, SOIL EROSION & SEDIMENTATION CONTROL, PA 451 OF 1994 AS AMENDED AND THE RULES 323, 1701-1714 PROMULGATED UNDER PART 91 ARE HEREBY ADOPTED BY REFERENCE AND MADE A PART OF THIS ORDINANCE AS IF FULLY SET FORTH HEREIN

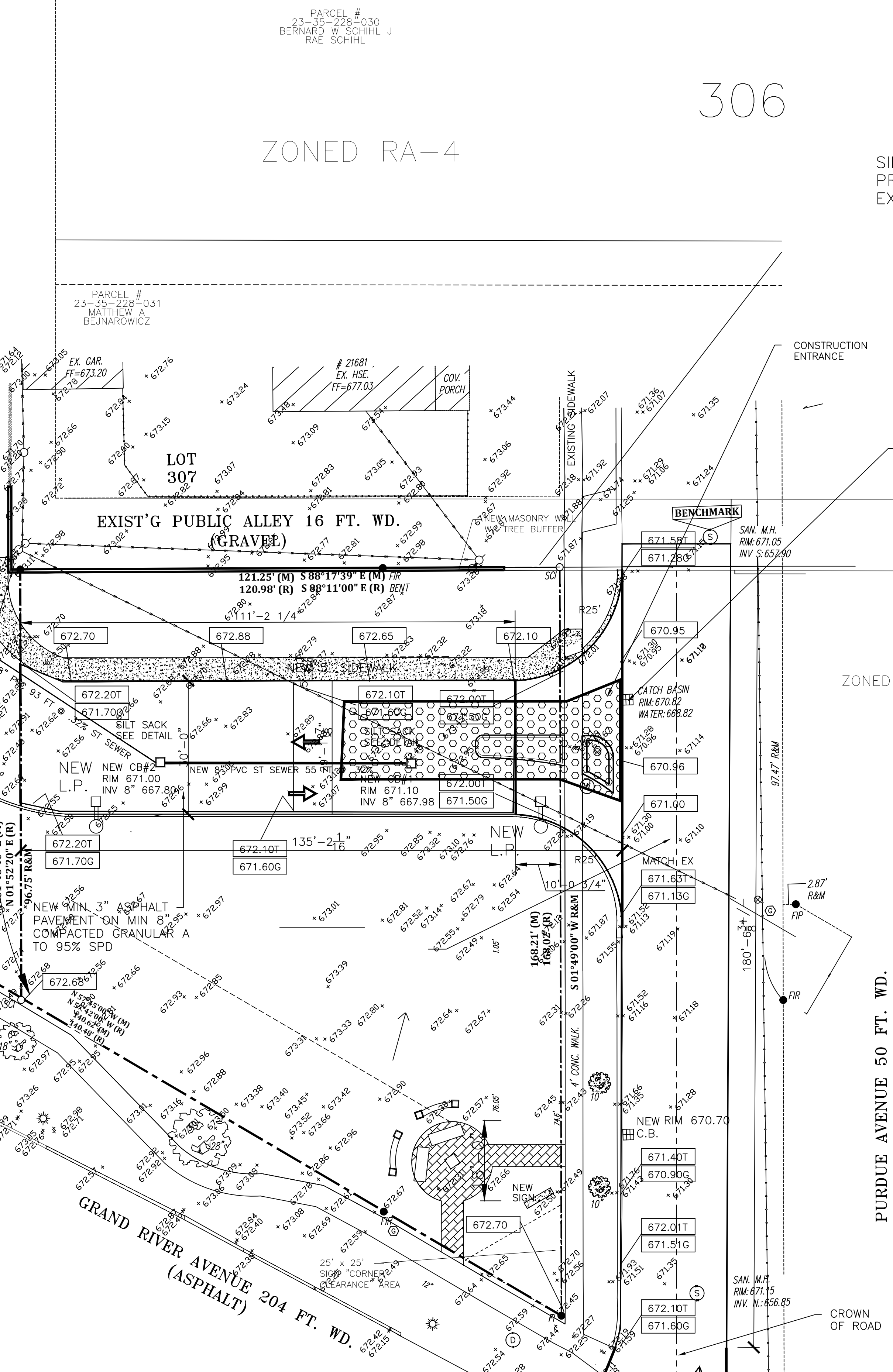
VARIABLE WIDTH



SITE LOCATION MAP (NO SCALE)



CROSS SECTION A-A
TEMPORARY STONE ACCESS DRIVE (CONSTRUCTION ENTRANCE)



EROSION PLAN
SCALE: 1' = 20'-0"



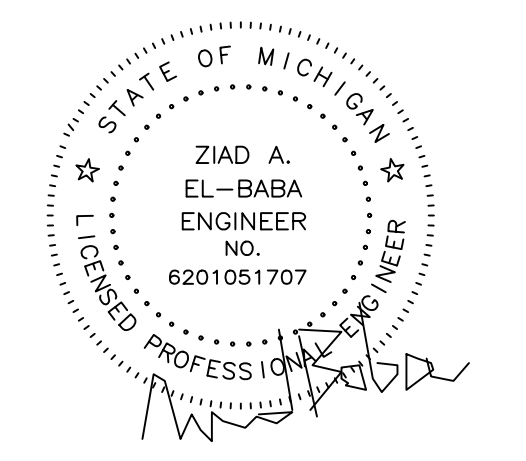
PURDUE ST. :
SAWCUT AND REMOVE EXISTING CURB AND GUTTER REMOVE EXISTING CONC PAVEMENT NEW 7" CONCRETE ON 8" 21AA LIMESTONE PAVEMENT WITH NEW CURB ANDGUTTER TO MATCH

4
E1
ENGINEERING REVIEW NOTE

306

ZONED RA-4

SILT FENCE AROUND PROPERTY AREA AS SHOWN EXCEPT CONSTRUCTION ENTRANCE



ZIAD EL-BABA ENGINEERING

674 GAUTHIER
TECUMSEH ONTARIO
N8N3P8 CANADA
CELL - 313-938-8767
MOBILE - 519-796-9882

DATE	REV. NO.	ISSUED FOR
JUN.30.23		SITE PLAN
NOV.11.23		ADDENDUM 1
FEB.12.24		REVISIONS

Project:
NEW STARBUCK'S
30000, 29900, 29800
GRAND RIVER
FARMINGTON HILLS MI
Owner
30000, 29900, 29800
GRAND RIVER
FARMINGTON HILLS MI

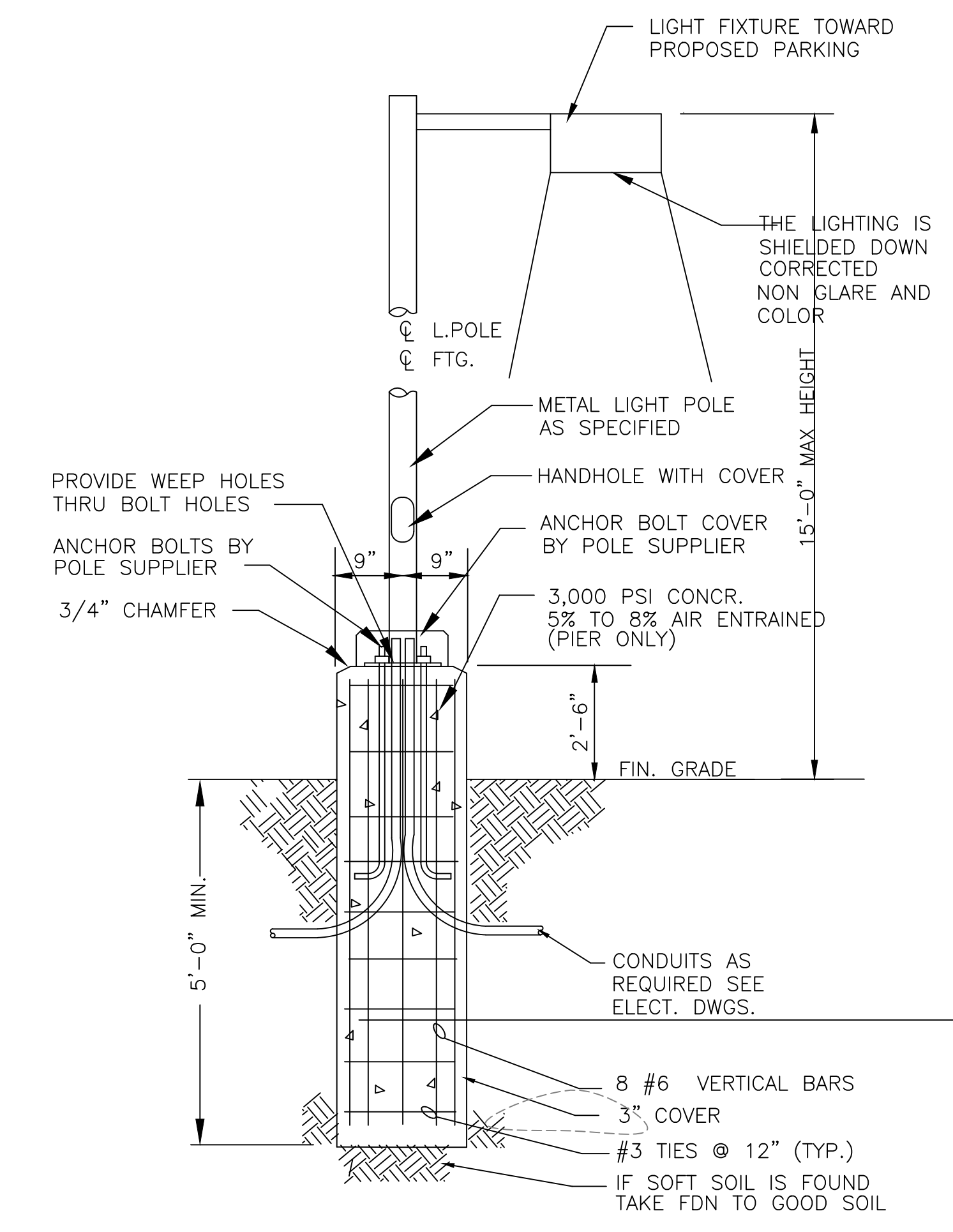
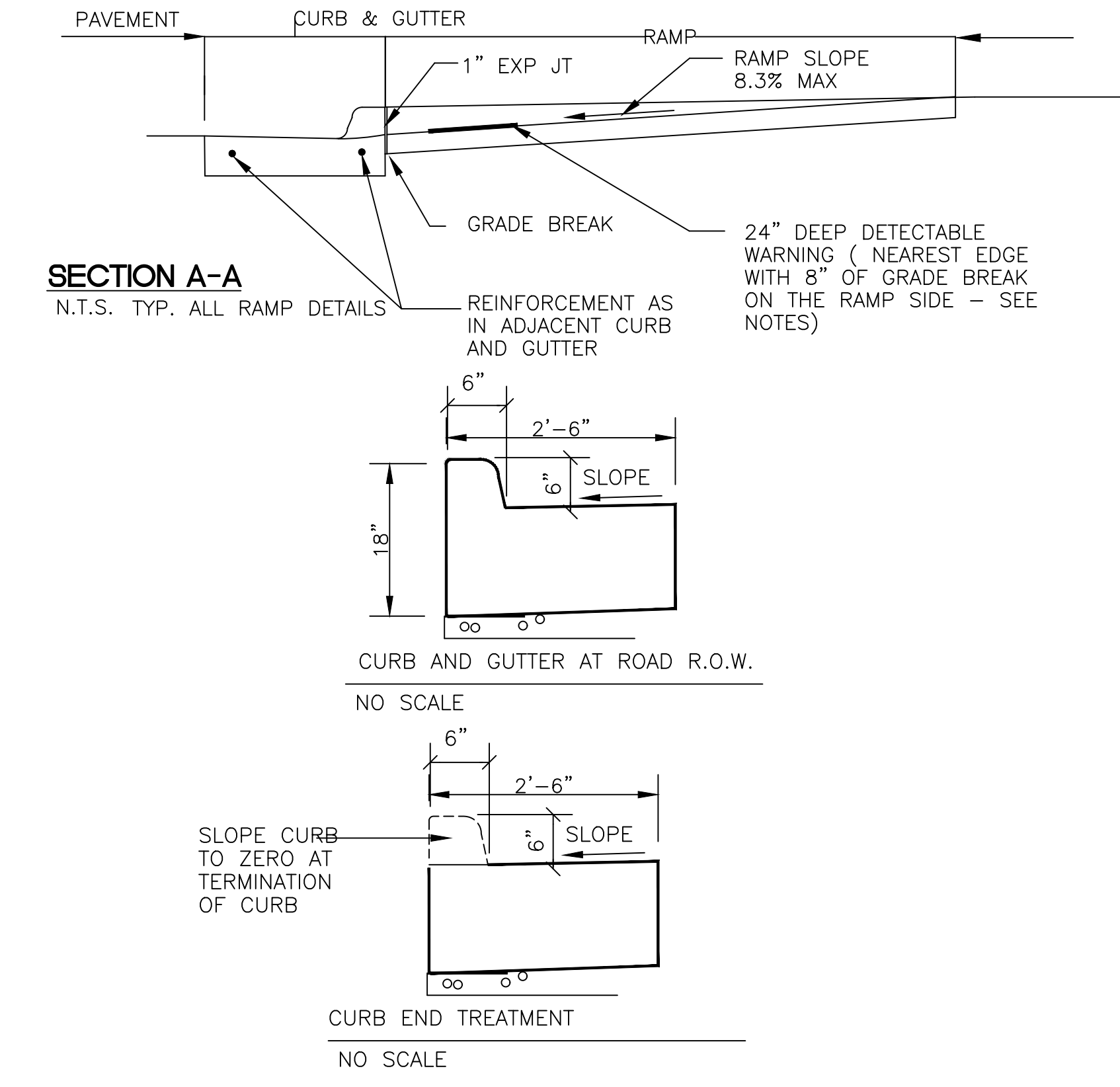
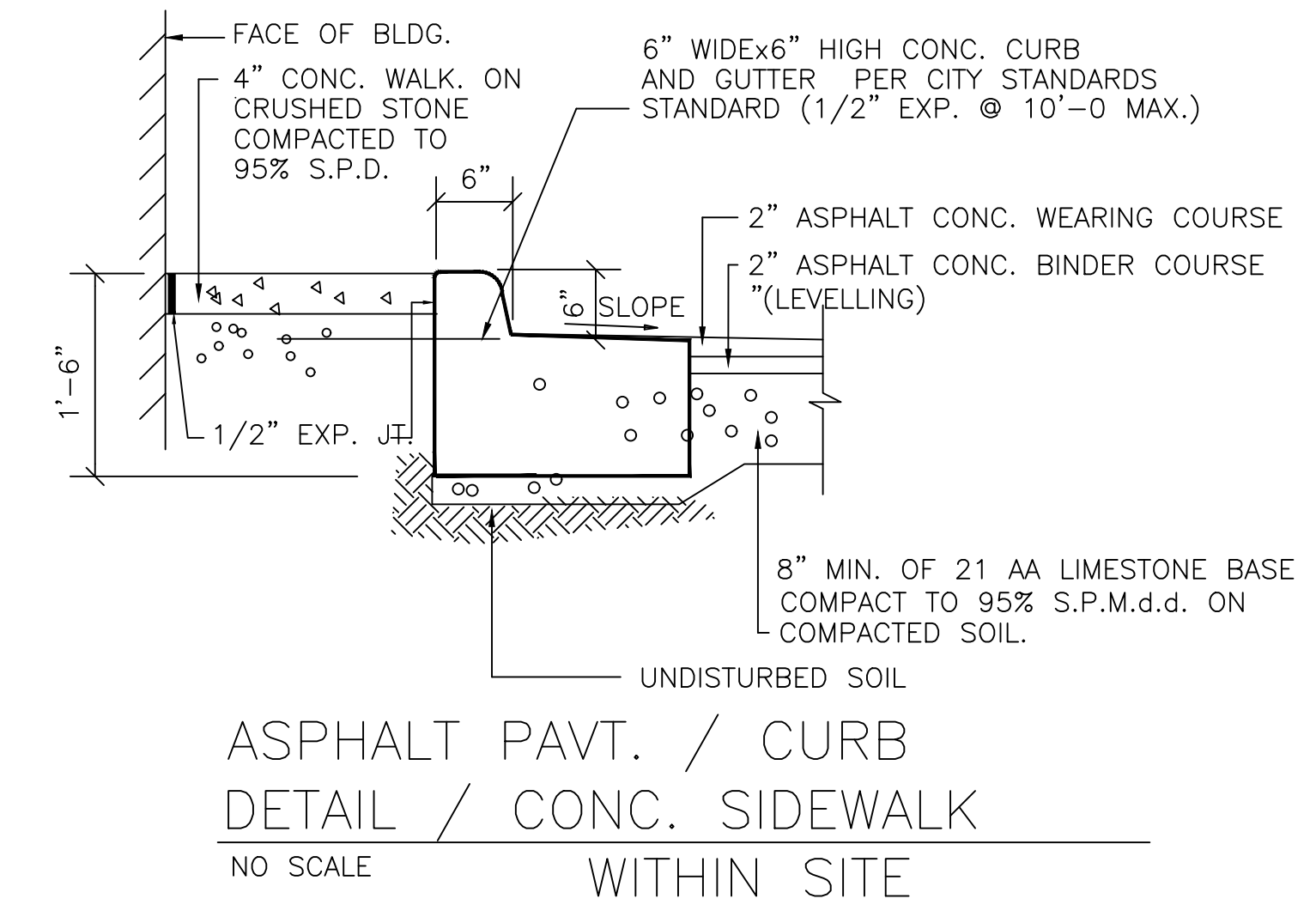
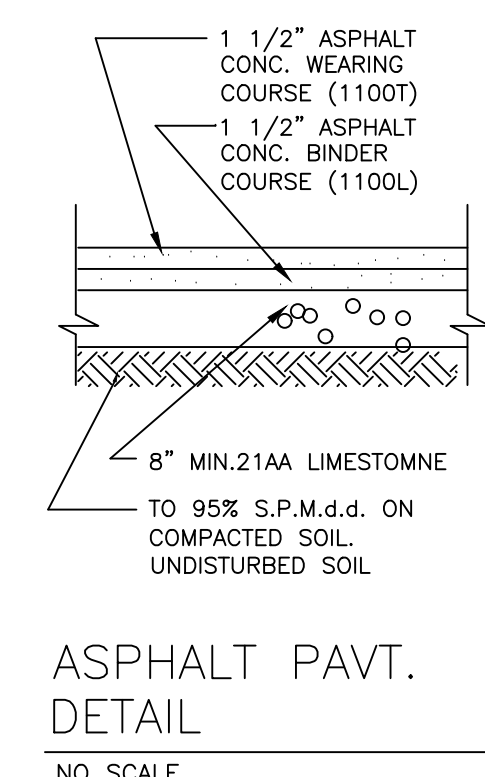
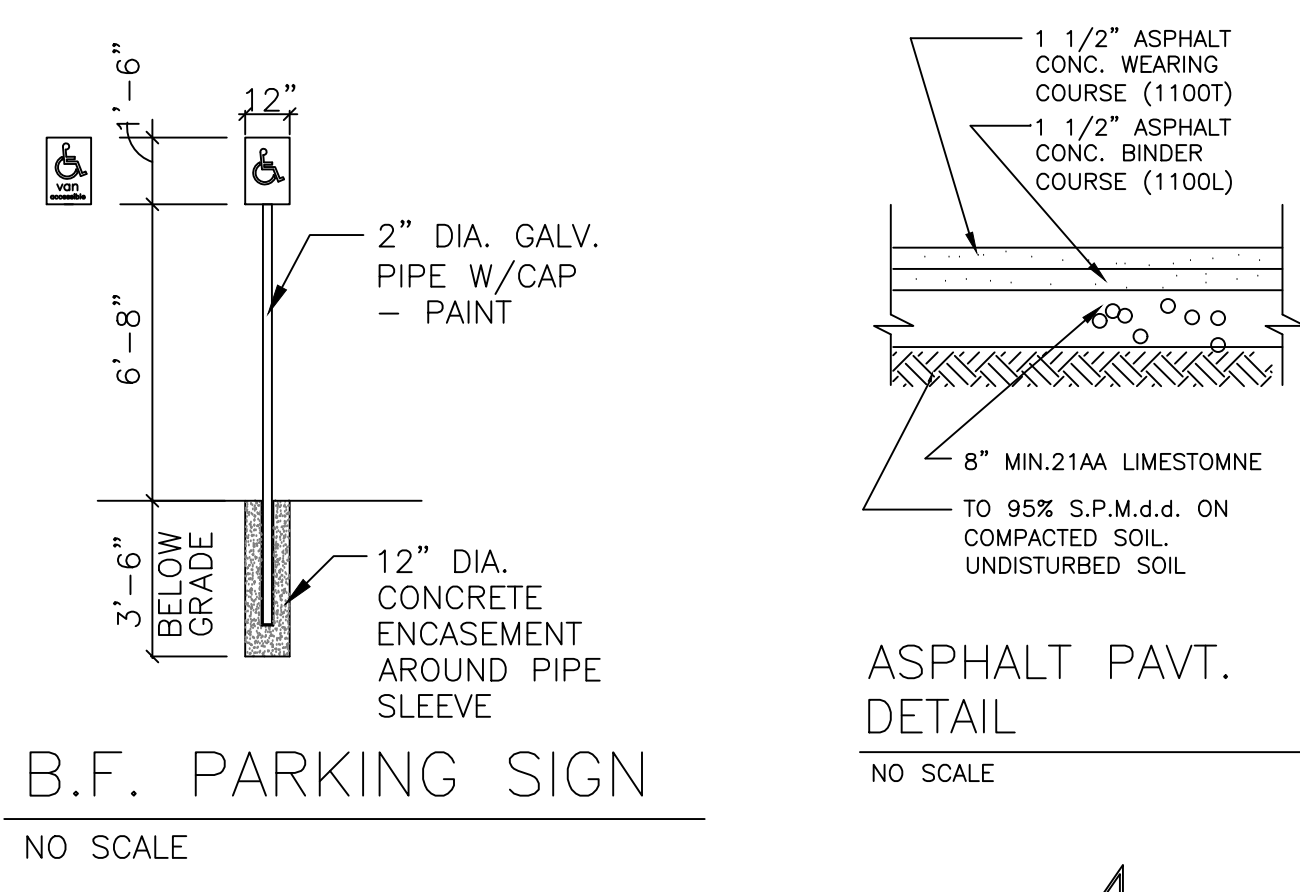
Drawing Title:
SOIL EROSION

Project Number
Scale AS NOTED

Checked By Z.E.

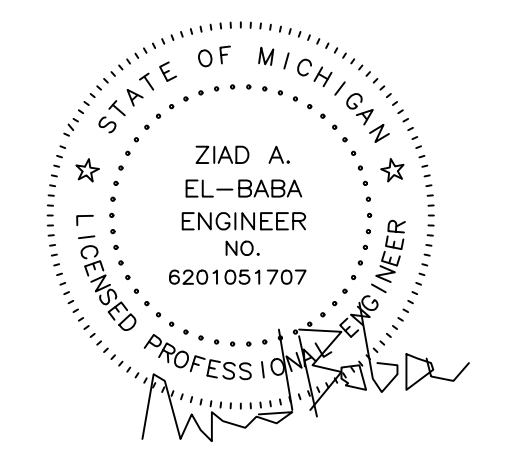
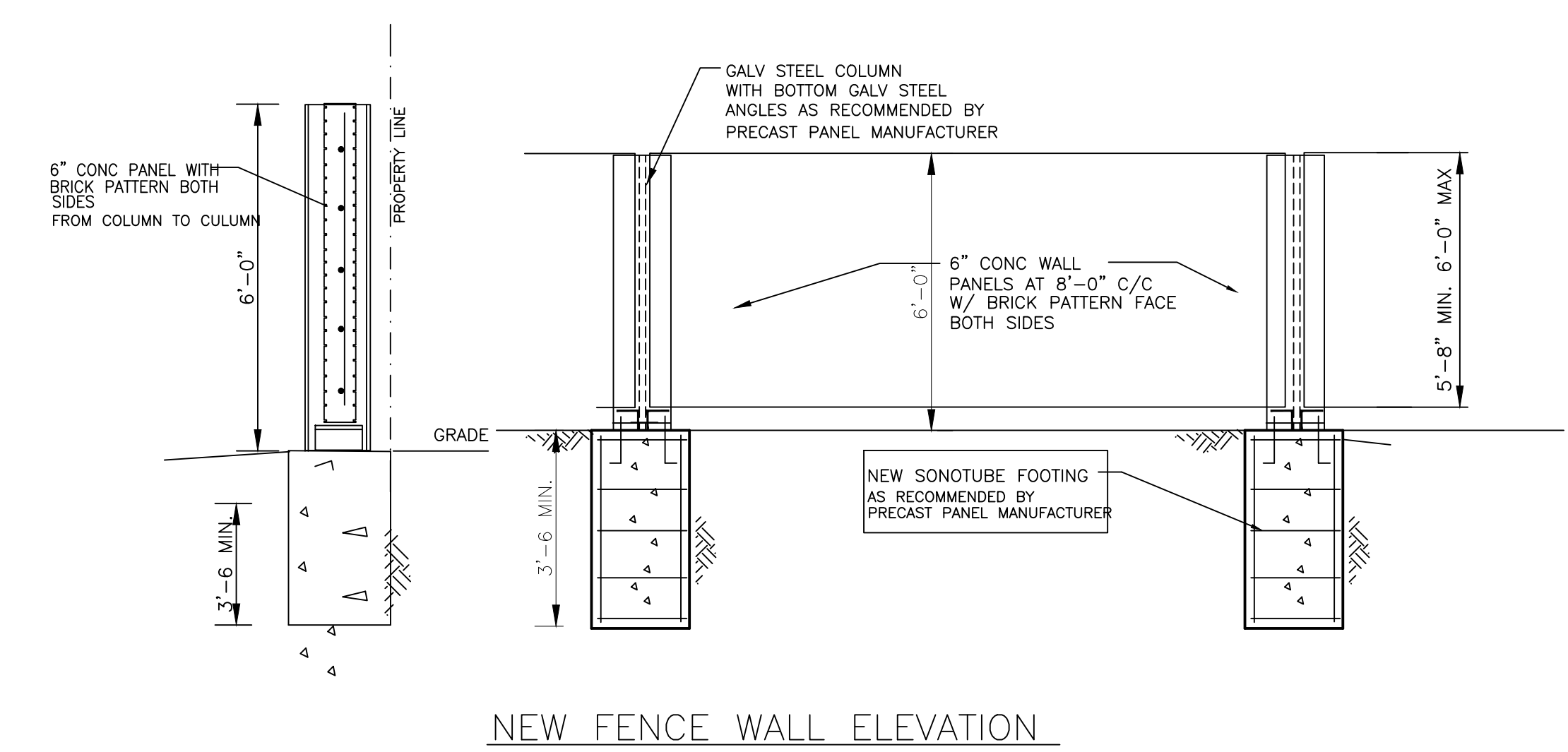
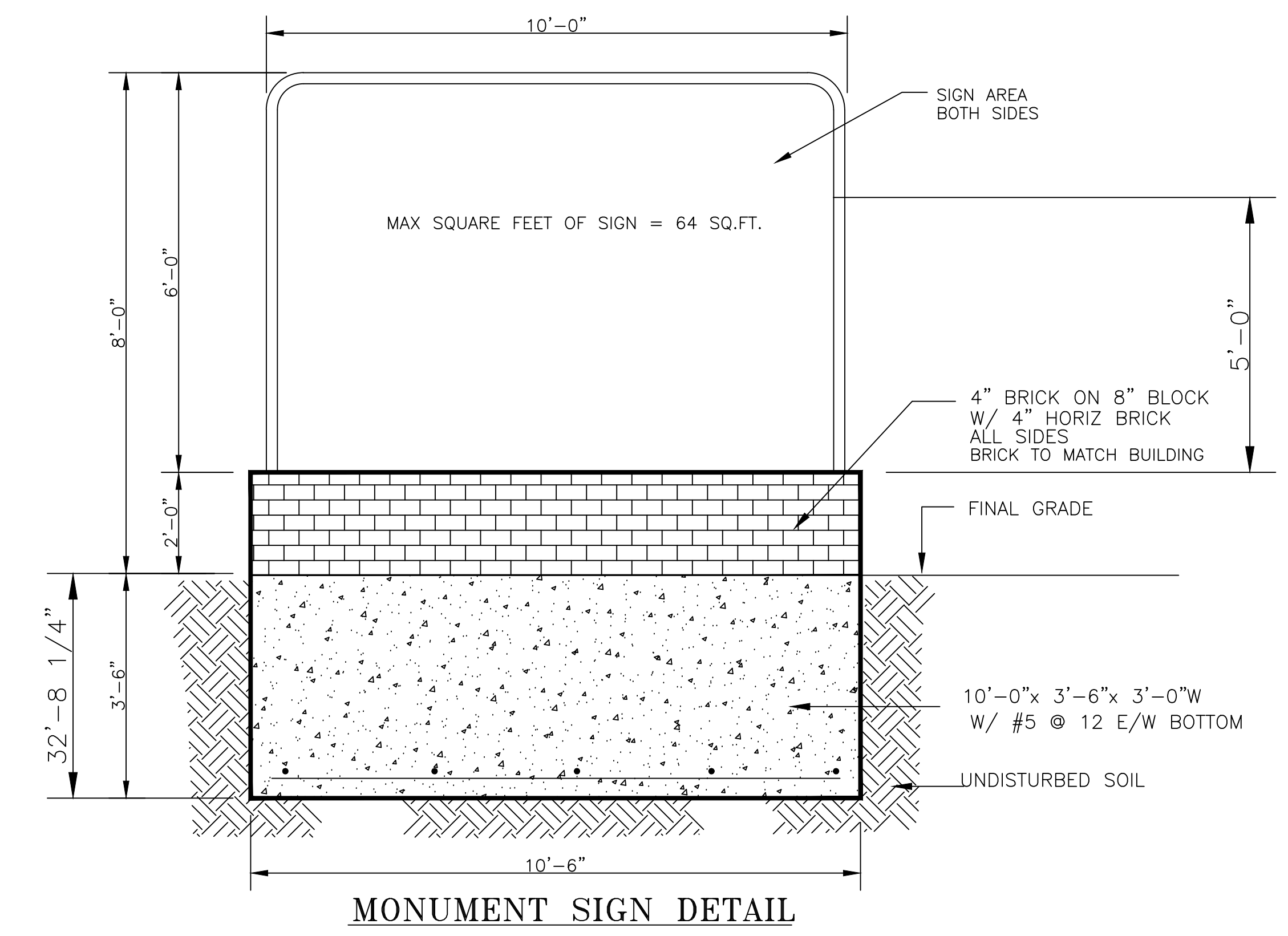
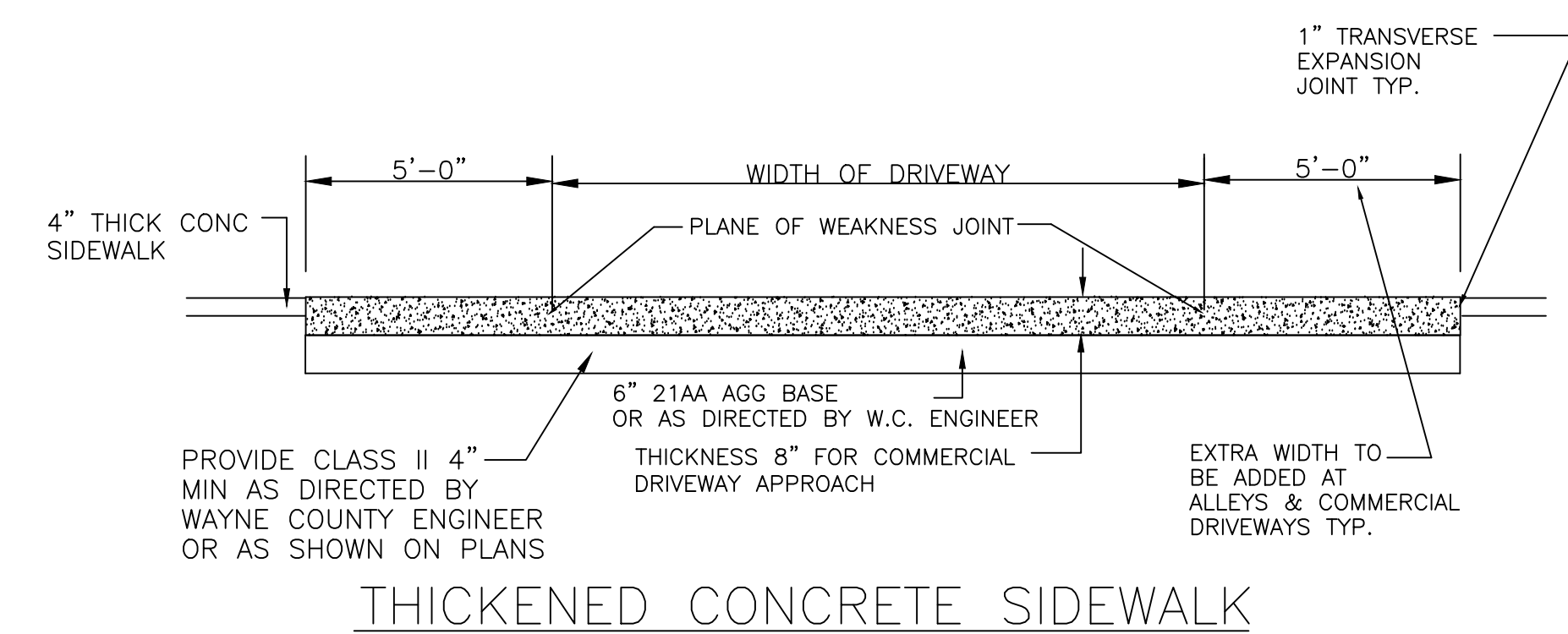
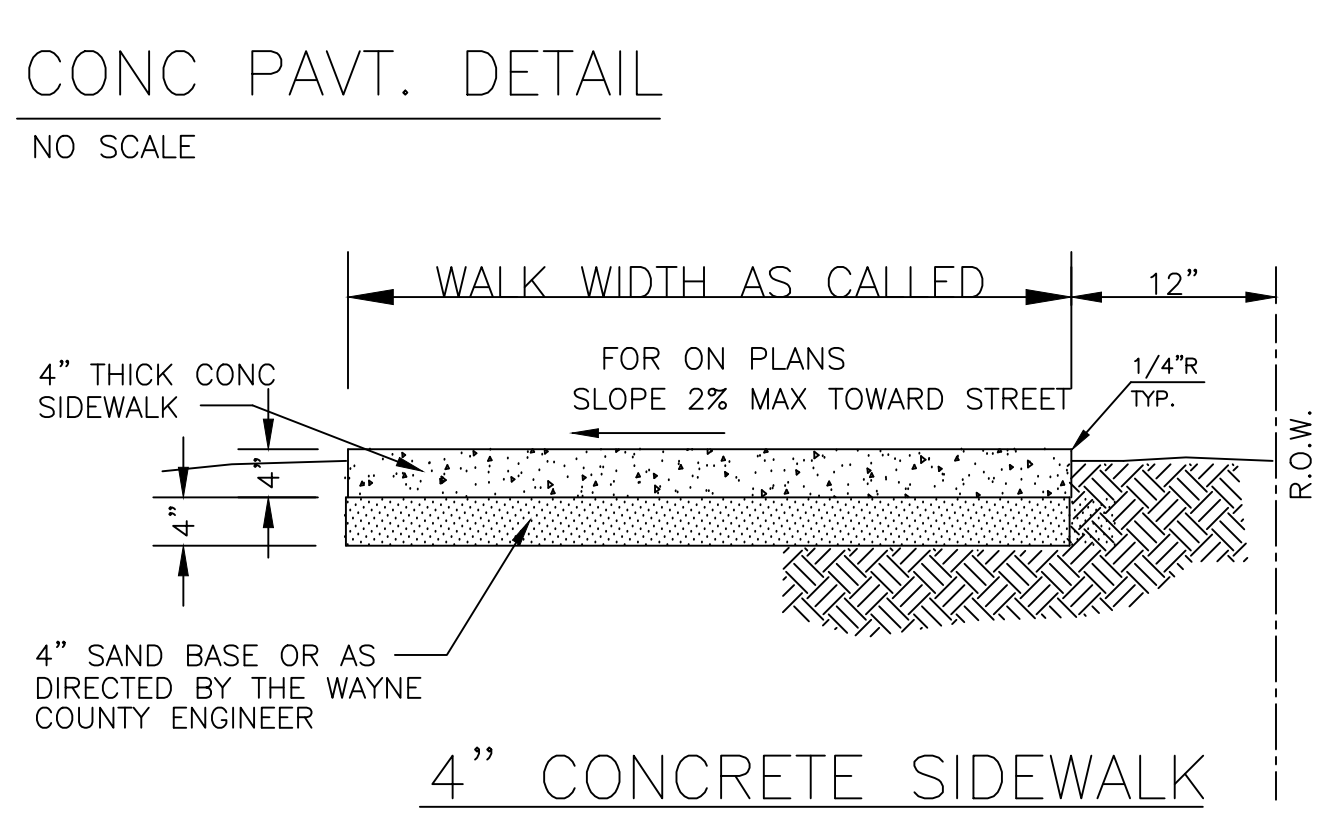
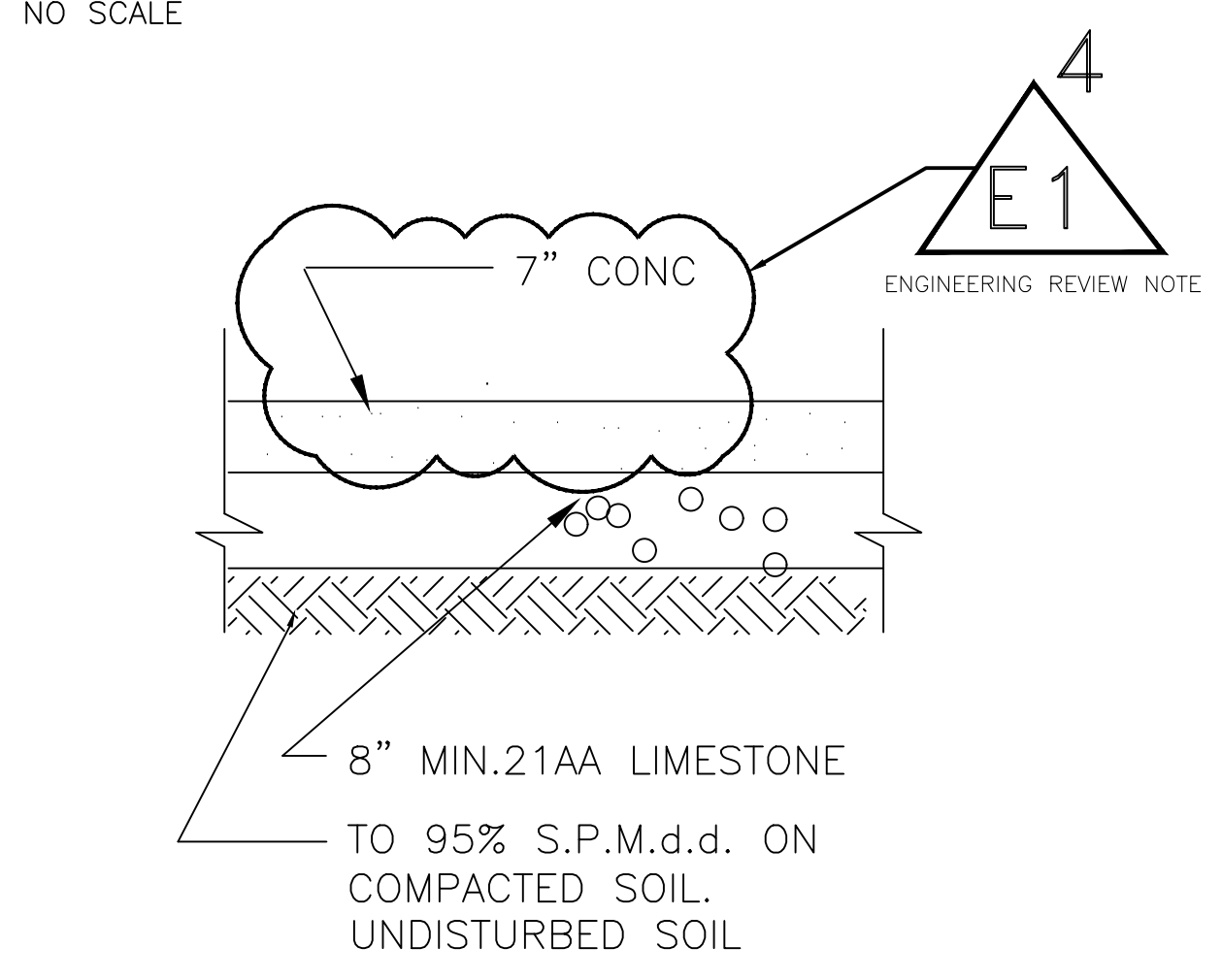
Drawing No.

SP-6



- LIGHTING NOTES:**
- 1- PARKING LOT LIGHTING POLE LENS TO BE LIMITED TO 250 W
 - 2- WALL PACK ARE LIMITED TO 175 W
 - 3- ALL LIGHTS TO BE SHIELDED FROM ADJACENT PROPERTY.
 - 4- THE LIGHTING IS NON GLARE AND COLOR CORRECTED

NOTE: ALL NEW LIGHTING TO BE SHIELDED AND DIRECTED DOWN WARD.



ZIAD EL-BABA ENGINEERING
674 GAUTHIER
TECUMSEH ONTARIO
N8N3P8 CANADA
CELL - 313-938-8767
MOBILE - 519-796-9882

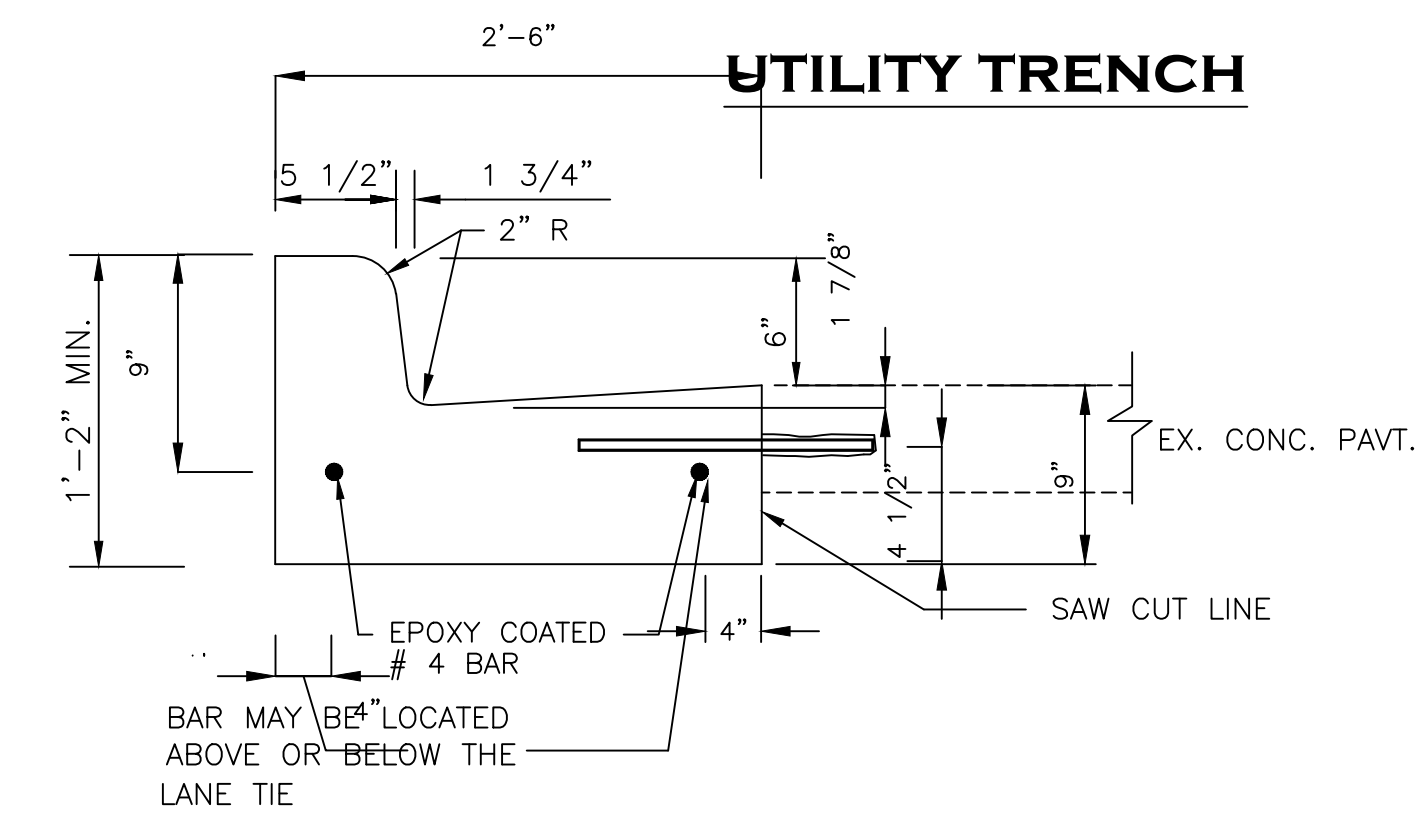
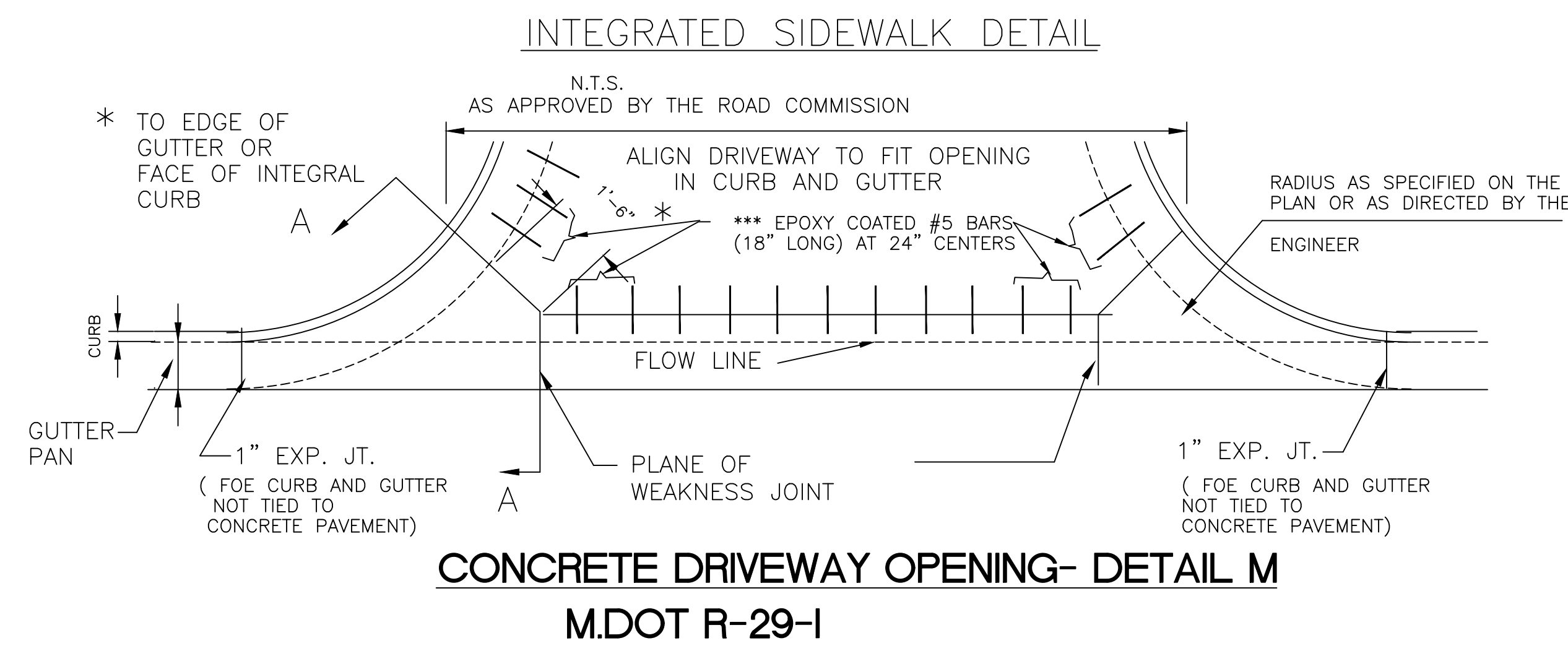
DATE	REV. NO.	ISSUED FOR
JUN.30.23		SITE PLAN
NOV.11.23		ADDENDUM 1
FEB.12.24		REVISIONS

Project:
NEW STARBUCK'S
30000, 29900, 29800
GRAND RIVER
FARMINGTON HILLS MI
Owner
30000, 29900, 29800
GRAND RIVER
FARMINGTON HILLS MI

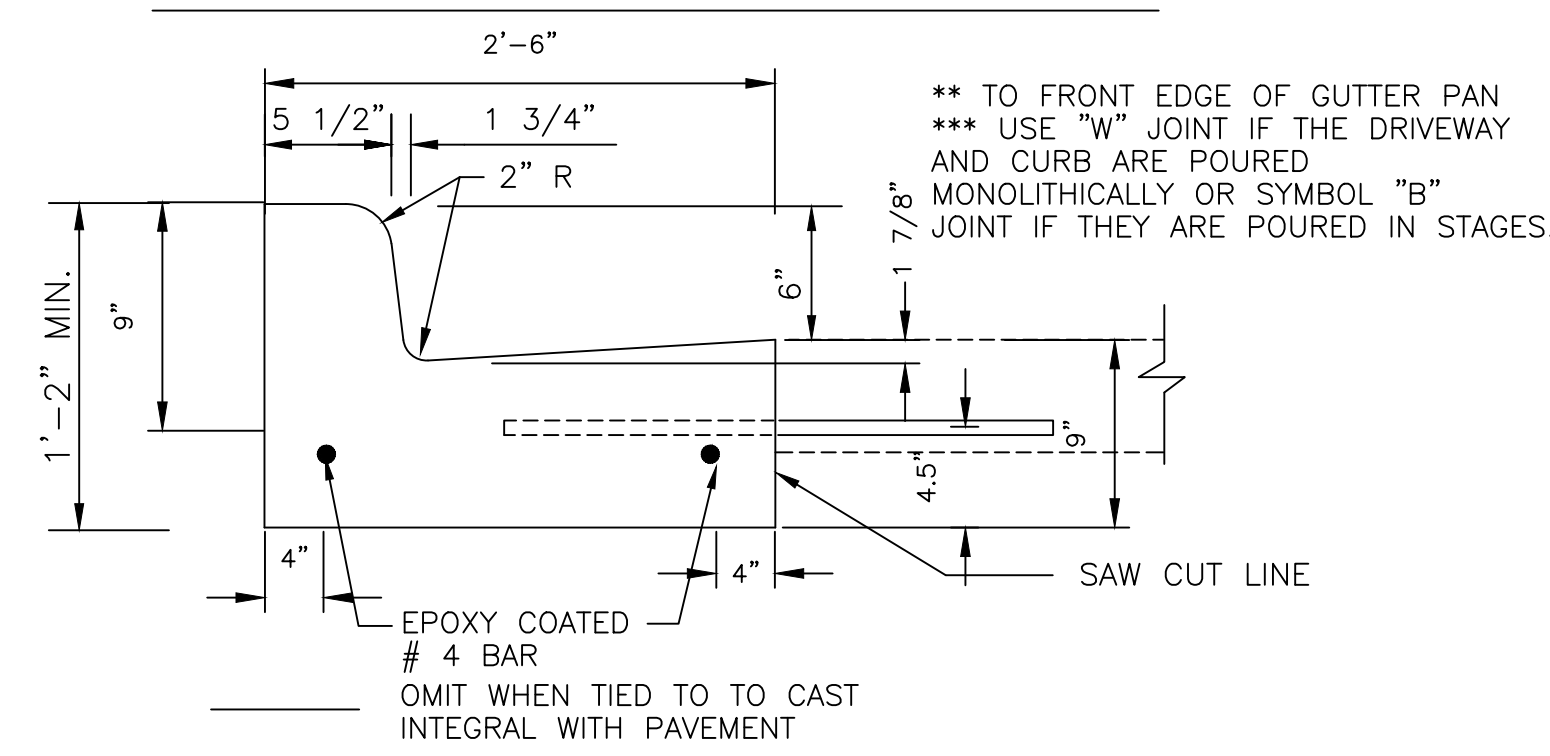
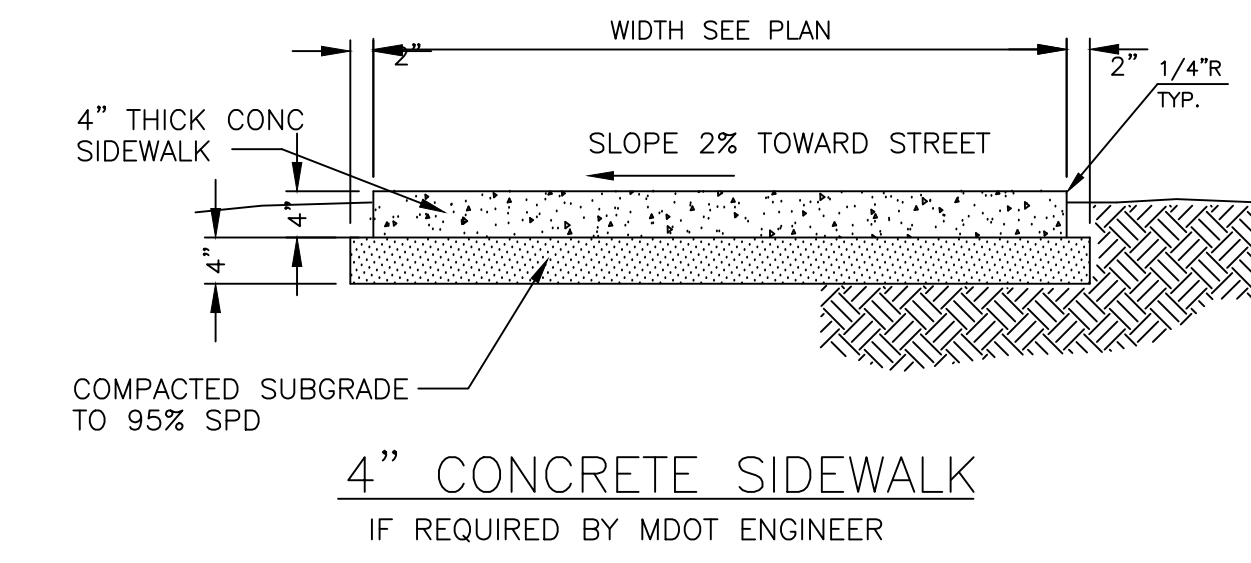
Drawing Title:
CONCRETE DETAILS

Project Number	
Scale	AS NOTED
Checked By	Z.E.

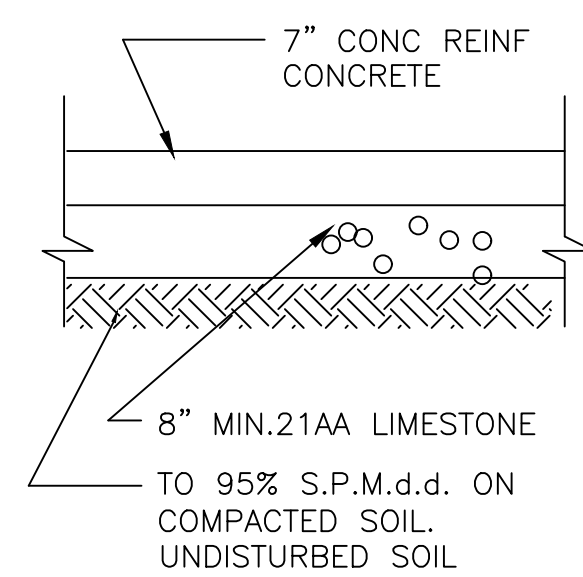
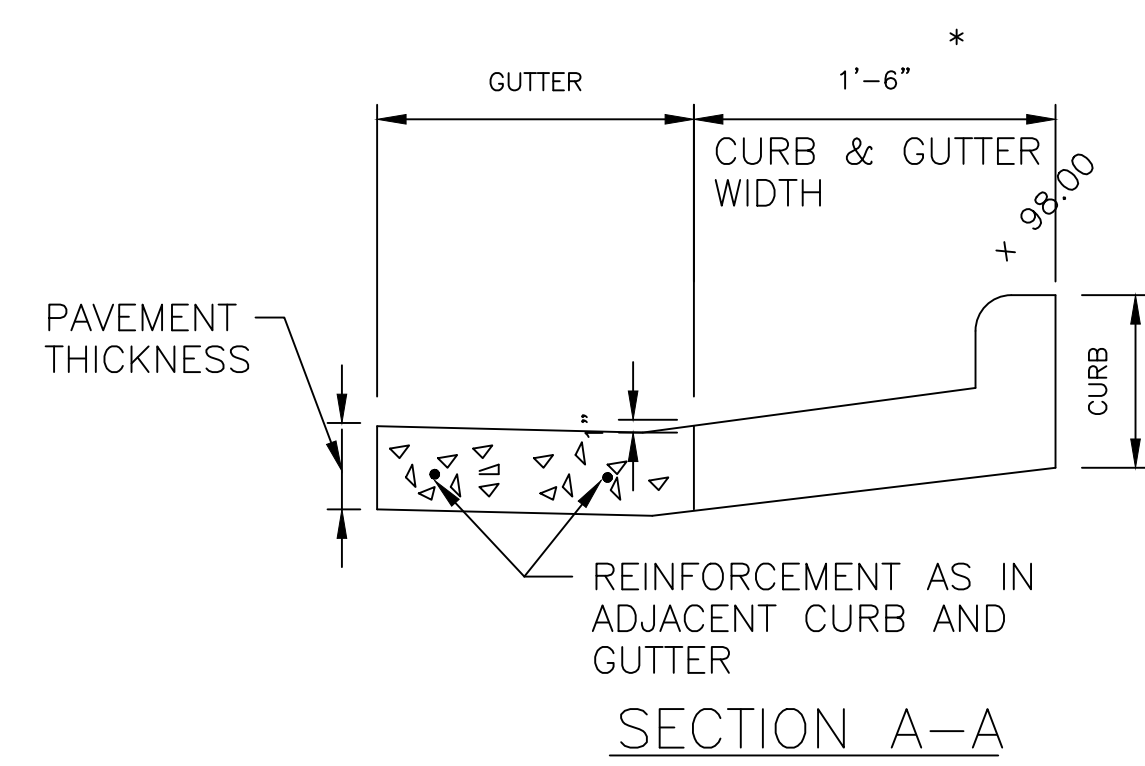
Drawing No.
SP-7



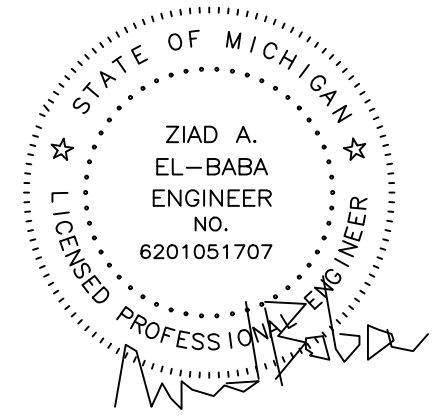
CURB + GUTTER TYPE F-5
M.DOT R-30 E
IN THE RIGHT OF WAY



CURB + GUTTER TYPE F-6
M.DOT R-30 G
FOR THE APPROACH ONLY



CONC PAVT. DETAIL
NO SCALE
FOR THE CONCRETE APPROACH



ZIAD EL-BABA
ENGINEERING

674 GAUTHIER
TECUMSEH ONTARIO
N8N3P8 CANADA
CELL: 313-938-8767
CELL: 519-796-9882

DATE	REV. NO.	ISSUED FOR
JUN.30.23		SITE PLAN
NOV.11.23		ADDENDUM 1
FEB.12.24		REVISIONS

Project:
NEW STARBUCK'S
30000, 29900, 29800
GRAND RIVER
FARMINGTON HILLS MI

OWNER
30000, 29900, 29800
GRAND RIVER
FARMINGTON HILLS MI

Drawing Title:
MDOT DETAILS

Project Number	
Scale	AS NOTED
Date	
Drawn By	Z.E.
Checked By	Z.E.

Drawing No.
SP-8

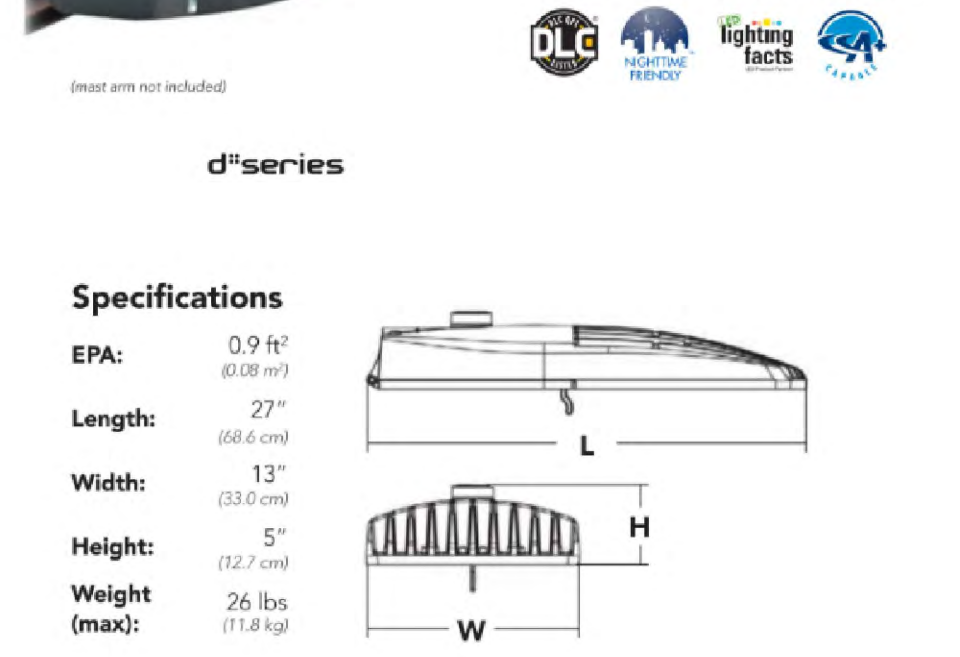
Symbol	Label	Qty	Catalog Number	Description	Lamp	LENS	LINE VOLTAGE	LUMINAIRE Watts
□	A	68		CANOPY LIGHTING BY ENCORE OR EQUAL	LED RECESSED			

Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
□	WA	6	SEE SPECK BELOW 100M WT (WALL MTD)	ARCHITECTURAL SCENES WITH WIDE THROW DISTRIBUTION WITH CLEAR, FLAT	ONE 100-WATT CLEAR ED-17 METAL HALIDE HORIZONTAL POSITION, OR LED RECESSED LIGHT	LTL11349.IES	8500	0.72	140

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	4.0 fc	10.00 fc	0.1 fc	10.0/0:1	50.0:1

Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
□	NEW 3 (VERIFY WITH PLAN)			ARM MOUNTED FIXTURES SHIELDED DOWN	SEE SPECK BELOW				
□	EXISTING 6 (VERIFY WITH PLAN)								

D-Series Size 1 Mast Arm Mount LED Area Luminaire



Specifications

EPA: 0.9 ft² (0.08 m²)

Length: 27" (686 mm)

Width: 13" (330 mm)

Height: 5" (127 mm)

Weight (max): 26 lbs (11.8 kg)

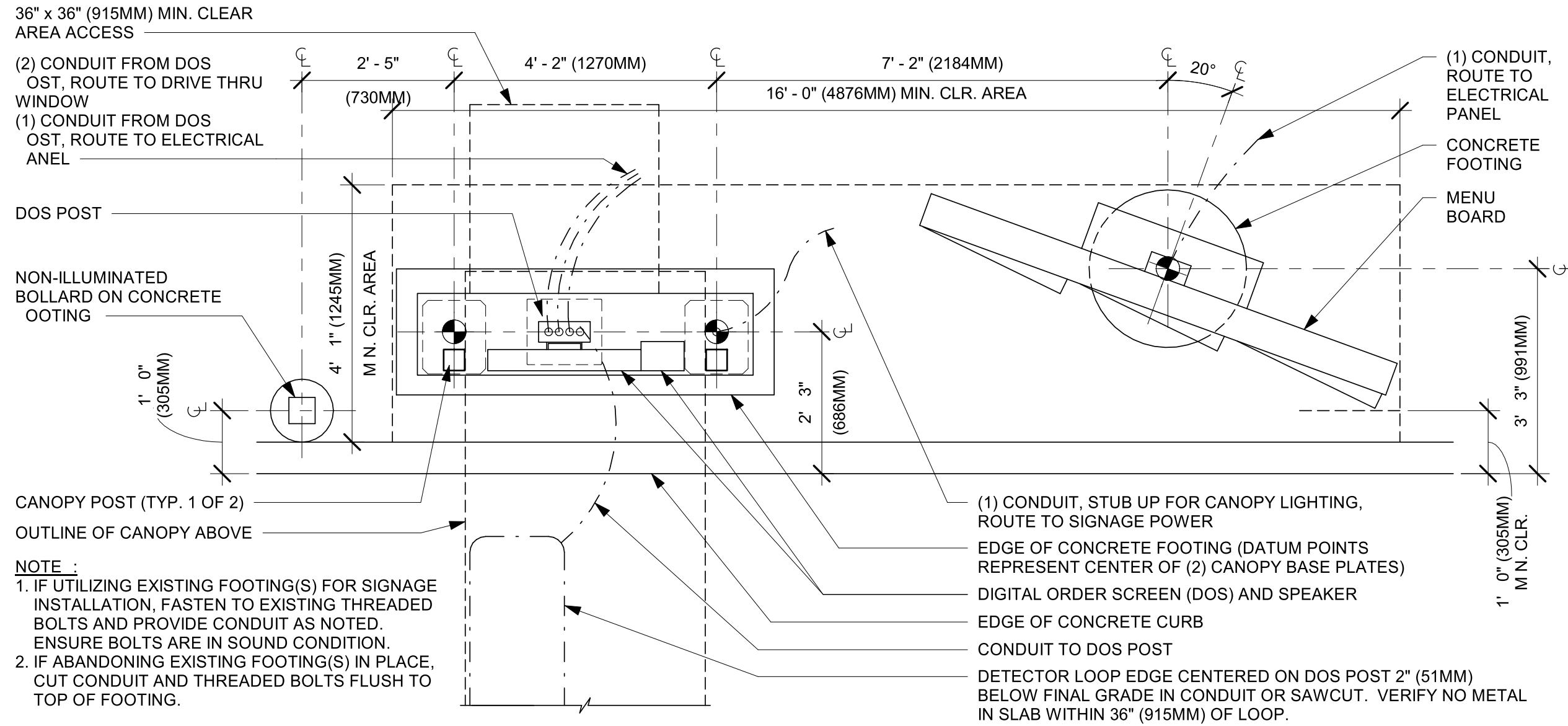
Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

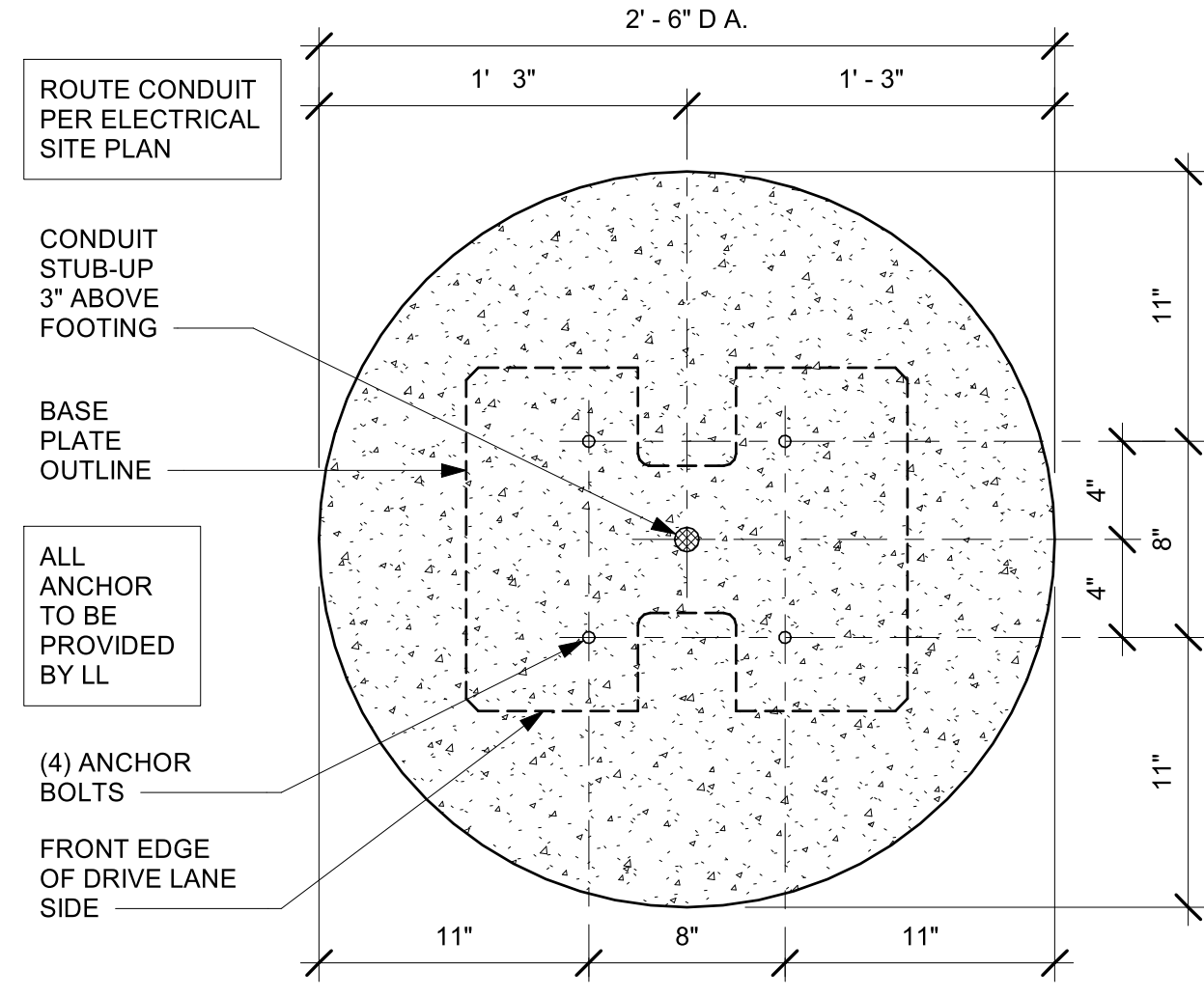
- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency.
- This luminaire is A+ Certified when ordered with DTL equipped luminaires meet the A+ specification for luminaire to photocell interoperability.
- This luminaire is part of an A+ Certified solution for ROAM² or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a shaded background.

Ordering Information

Series	LEDs	3000K	4000K	T3M	MVOLT MA	DMG	DDBXD
DSX1 LED	Forward optics	530 530 mA	30K 3000K	T15 Type II short	120V	MA	Dark bronze
30K 3000K	800 800 mA	300 3000K	T25 Type II short	120V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Dark bronze	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Black	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	Natural aluminum	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium	277V	MA	White	
40K 4000K	1000 1000 mA	40K 4000K	T3M Type II medium				

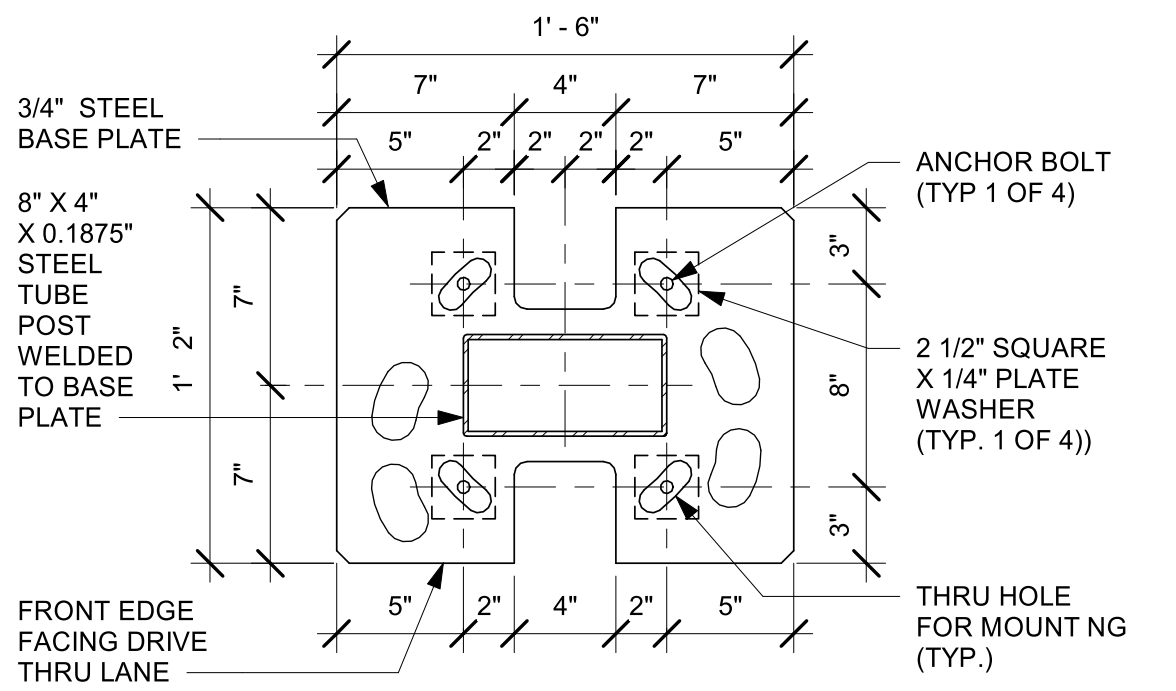


1 DTE - 5 PANEL 20° DT MEN BOARD, DGTAL ORDER GREEN WITH CANOPY
Scale: 1/2" = 1'-0"

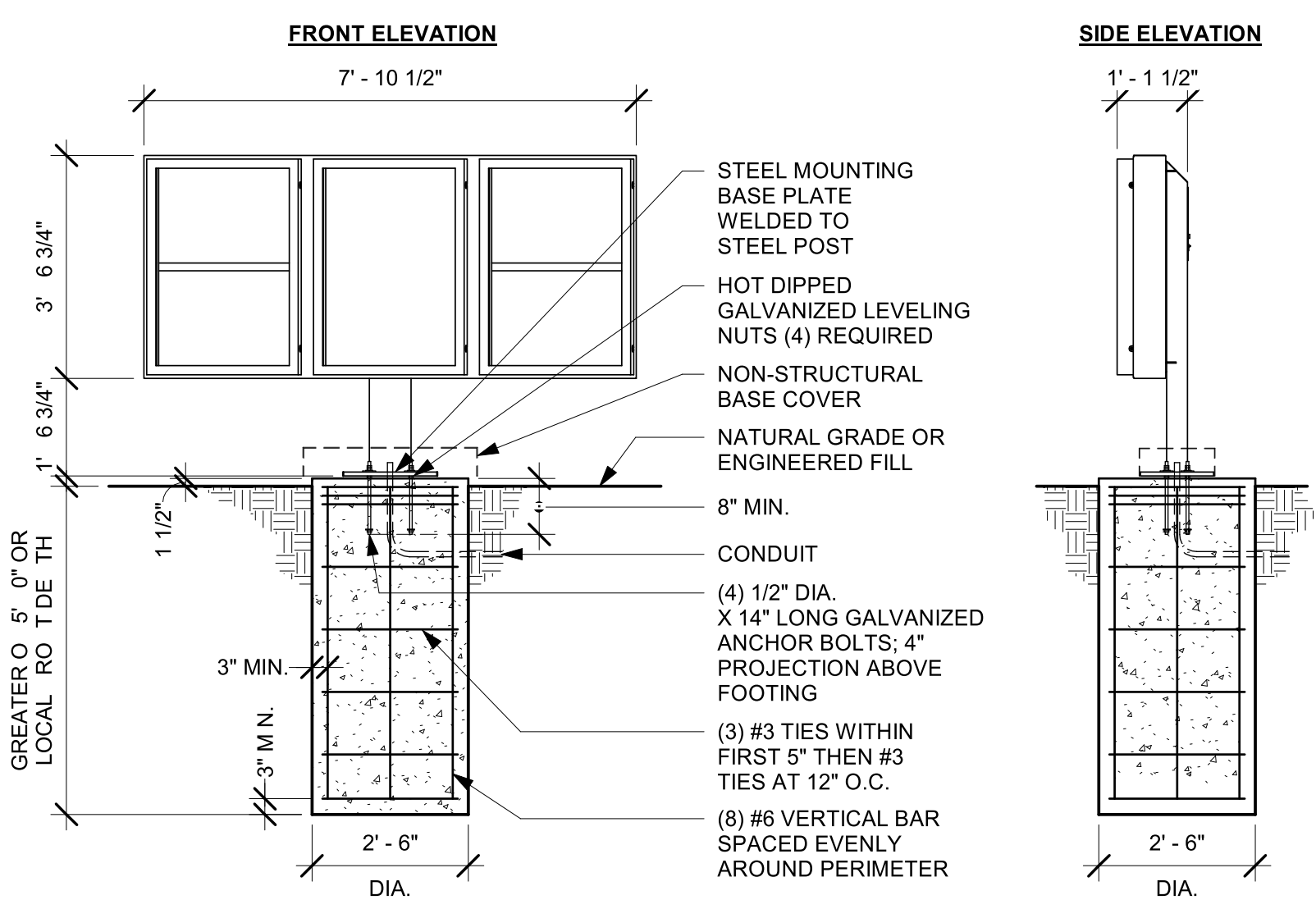


2 DTE 5-PANEL MENU BOARD BOLT PATTERN (TOP VIEW)
Scale: 1 1/2" = 1'-0"

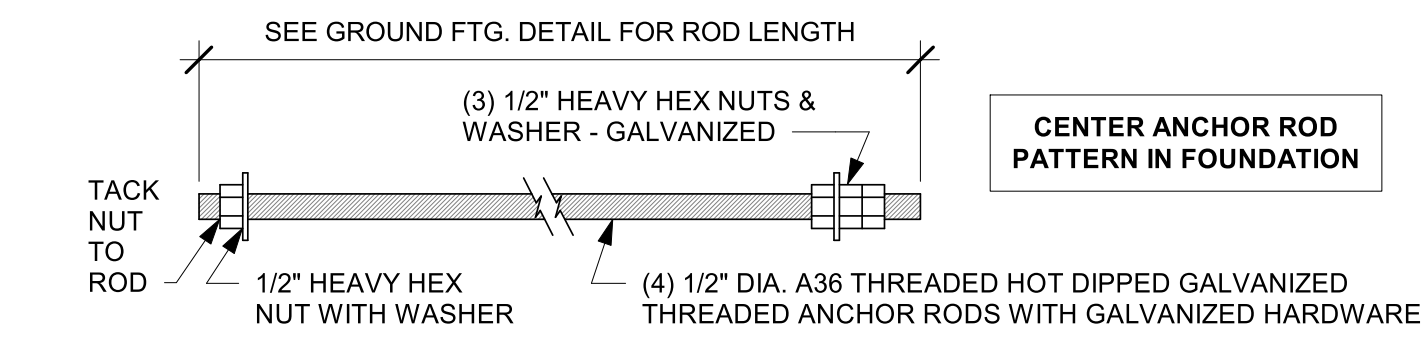
NOTE: SIGNAGE SHOWN FOR REFERENCE ONLY. NOT INCLUDED IN TENANT BUILDOUT APPLICATION.
DT EQUIPMENT FOOTING UNDER LANDLORD COPE WORK. LANDLORD TO VERIFY LOCAL CODE & ALL REQUIREMENTS AND OTHER APPLICABLE FACTOR SO THAT DESIGN IS CODE COMPLIANT. STANDARD DETAILS SHOWN FOR REFERENCE ONLY.



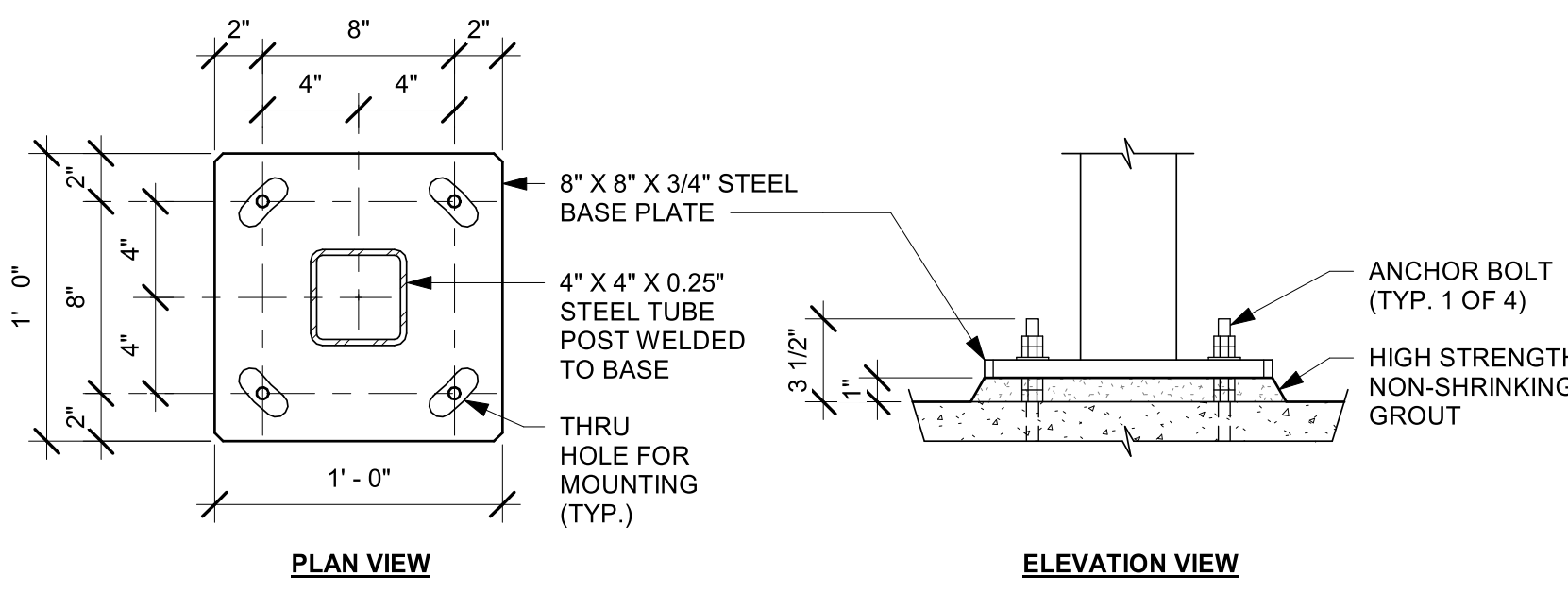
3 DTE 5 PANEL MENU BOARD BASE PLATE
Scale: 1 1/2" = 1'-0"



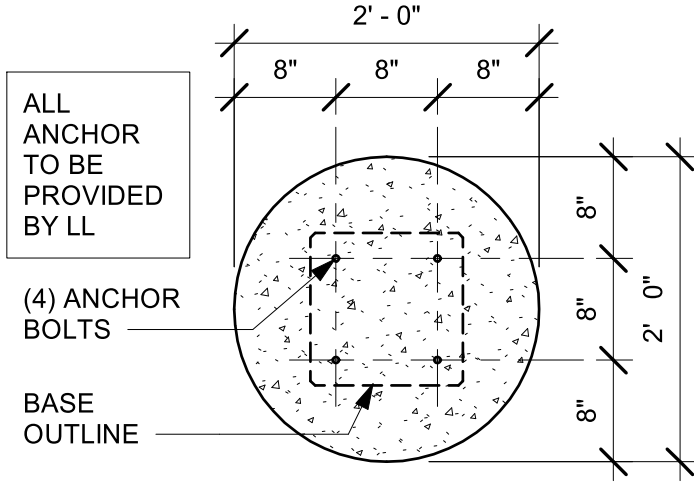
4 DT 5 PANEL MENU BOARD GROUND FOOTING
Scale: 3/8" = 1'-0"



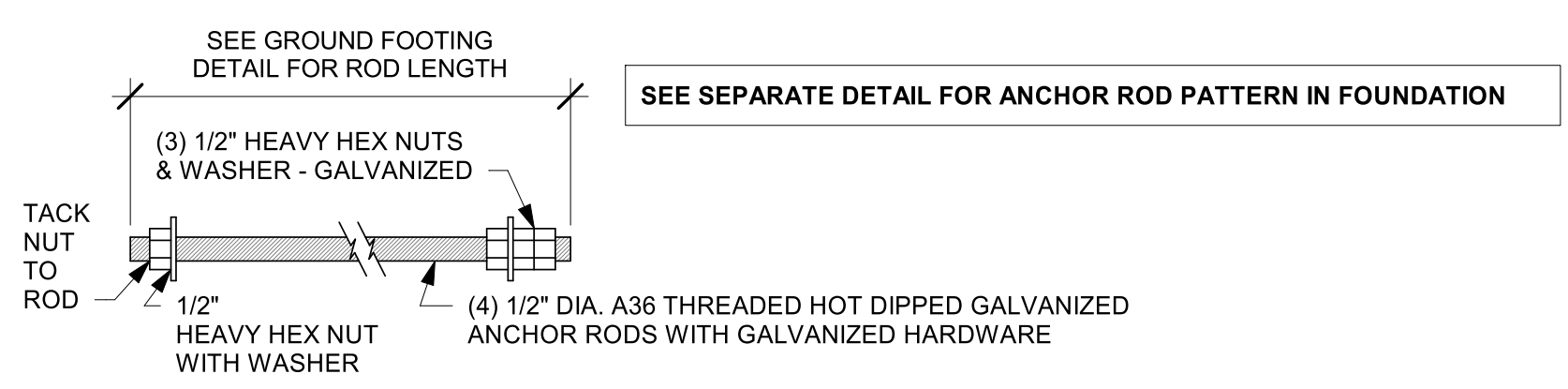
5 DTE CLEARANCE BAR ANCHOR ROD
Scale: 3" = 1'-0"



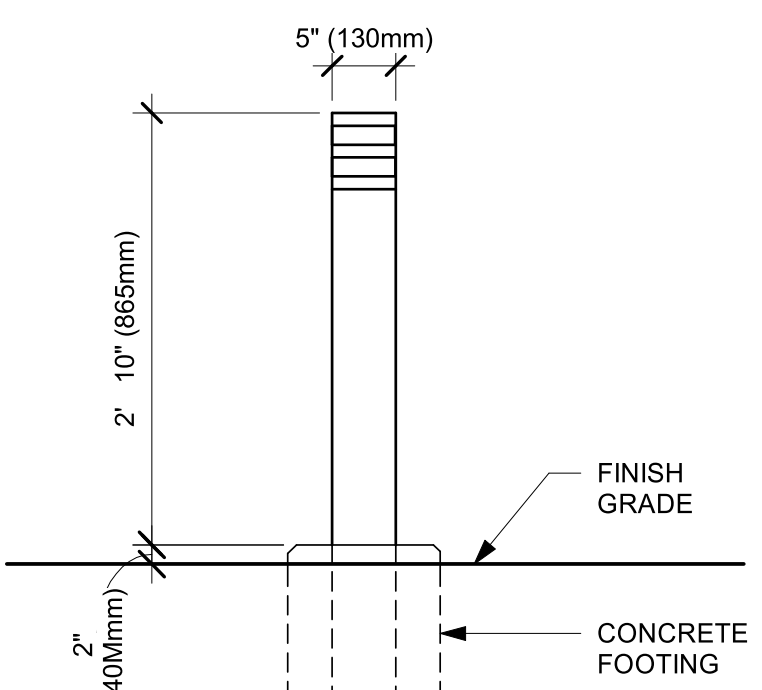
6 DTE CLEARANCE BAR BASE PLATE
Scale: 1 1/2" = 1'-0"



7 DTE CLEARANCE BAR BOLT PATTERN (TOP VIEW)
Scale: 3/4" = 1'-0"



8 DTE CLEARANCE BAR GROUND FOOTING
Scale: 1/2" = 1'-0"



9 DTE - NON-ILLUMINATED BOLLARD
Scale: 3/4" = 1'-0"

REVISION #9
SP-10



STARBUCKS
2401 TAH AVENUE SOUTH
EATLE, WASHINGTON 98134
(206) 318-1575

THESE DRAWINGS AND THE PROJECT MANUAL ARE CONFIDENTIAL AND SHALL REMAIN THE SOLE PROPERTY OF STARBUCKS CORPORATION, WHICH IS THE OWNER OF THE COPYRIGHT IN THIS WORK. THEY SHALL NOT BE REPRODUCED (IN WHOLE OR IN PART) HARD WITH THIRD PARTY OR USED IN ANY MANNER ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT WITHOUT THE WRITTEN CONSENT OF STARBUCKS CORPORATION. THESE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO EXPRESS DESIGN INTENT FOR A PROTOTYPICAL STARBUCKS STORE (WHICH IS SUBJECT TO CHANGE AT ANYTIME) AND DO NOT REFLECT ACTUAL SITE CONDITIONS. NEITHER PARTY SHALL HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER (EXCEPT STATED ABOVE) UNTIL A WRITTEN AGREEMENT IS FULLY EXECUTED BY BOTH PARTIES.

STARBUCKS TEMPLATE VERSION: 12/2021.07.23

ARCHITECT OF RECORD



7007 DISCOVERY BLVD
DUBLIN, OH 43017
614.634.7000 T
wdpartners.com



08/08/2023

PROJECT NAME:
GRAND RIVER & RD E AVE
PROJECT ADDRESS:
30000 GRAND RIVER AVE, ARMINGTON HILL, IL 60461
COUNTY:
OAKLAND

TITLE SHEET #:
PROJECT #:
ISSUE DATE:
DESIGNER:
LEED AP:
ROD DESIGNER:
CHECKED BY:

REVISION SCHEDULE			
REV	DATE	BY	DESCRIPTION

TITLE SHEET:
ARCHITECTURAL DETAILS
SCALE: AS SHOWN

TITLE NUMBER:
A502

05/11/2023 NAL B D / E R M T E T

Autodesk Docs:// TRN 0154_Grand_River_and_M5_M_armington_V23.rvt 8/7/2023 5:01:49 M



Inter-Office Correspondence

DATE: March 21, 2024

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

FROM: Erik Perdonik, AICP, City Planner

SUBJECT: Fifth Planning Office Review of Proposed Consent Judgement Site Plan/Exhibit – West River Shopping Center – Starbucks Drive-Thru

The Planning Office reviewed a site plan set received by the Planning Office on March 21, 2024, for compliance with the Zoning Ordinance; the applicant must address the following deficiencies:

Landscaping:

1. All deciduous replacement trees must be three (3)-inch caliper minimum and all evergreens ten (10)-foot minimum height; however, sheet SP-5 has a general note reflecting this but notes 2.5-inch caliper for the new green giants in the plant schedule. This must be reconciled.
2. The island between the drive-through lane and existing residential screening wall should be appropriately buffered with plantings with potential for sound attenuation.

Lighting:

3. Sheet SP-4 still indicates noncompliance with Section 34-5.16.3.B.iii.b-c. of the Zoning Ordinance; specifically,
 - o maximum illumination **at** the property line shall not exceed 0.3 footcandles.

There remain areas beyond the east property line where the 0.3-footcandle maximum is exceeded, such as **along the public alley north of the proposed screen wall.**



DEPARTMENT OF PUBLIC SERVICES
TAMMY GUSHARD , P.E., INTERIM
DIRECTOR

INTEROFFICE CORRESPONDENCE

DATE: March 24, 2023
TO: Charmaine Kettler-Schmult Planning and Community Development
FROM: James Cubera, Engineering
SUBJECT: Starbucks Revised plan of March 21,2024

Your office forwarded updated plans stamped in by the Planning Dept on March 21, 2024 and received by the Engineering Division on that same date. These plans are acceptable to the Engineering Division



INTEROFFICE CORRESPONDENCE

DATE: August 5, 2022,
TO: Planning Commission
FROM: Jason Baloga, Fire Marshal
SUBJECT: Site Plan 60-7-2022 (30000 Grand River)

The plans provided for review indicate "Scale: No Scale." Therefore, the Fire Department could not complete a thorough and proper review of the proposed plans. Site shall meet all provisions of Ordinance 12-11 Fire Department Site Plan Review and Design Standards.

Once the Above has been met, the Fire Department will have no objection to approval of this proposed project contingent upon compliance with the following:

1. This pre-existing site does not appear to mee Ordinance 12-11 (2) d "All points on the exterior of the building shall be no further than 250' from a hydrant."
2. The site shall be capable of accommodating fire apparatus with a 50' turning radius.
3. No parking fire lane signs shall be posted and strictly enforced.
4. The minimum clearance between the finished roadway surface and any overhead obstruction shall be 13' 6".
5. This building and all Buildings within this complex shall be maintained in accordance with minimum Fire Prevention Code requirements.

A handwritten signature in blue ink, appearing to read "Jason Baloga".

Jason Baloga, Fire Marshal

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

WEST RIVER SHOPPING CENTER LLC,
a Michigan Limited Liability Company and
28777 NORTHWESTERN LLC, a Michigan
Limited Liability Company,

Plaintiffs-**Appellants**,

v.

CITY OF FARMINGTON HILLS,
a Michigan Municipal Corporation, and
THE CITY OF FARMINGTON HILLS
ZONING BOARD OF APPEALS,

Defendants-**Appellees**.

Oakland County Case: 2023-198705-AA
Hon. Cheryl A. Matthews

David B. Landry (P32055)
Attorney for Plaintiffs-Appellants
LANDRY, MAZZEO, DEMBINSKI &
STEVENS P.C.
37000 Grand River Avenue, Suite 200
Farmington Hills, MI 48335
Phone: (248) 476-6900
Fax: (248) 476-6564
E-mail: dlandry@lmdlaw.com

ROSATI SCHULTZ JOPPICH &
AMTSBUECHLER PC
Attorneys for Defendants-Appellees
Steven P. Joppich (P46097)
Matthew J. Zalewski(P72207)27555
Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100/ FAX: (248) 489-1726
sjoppich@rsjalaw.com
jshortley@rsjalaw.com

CONSENT JUDGMENT

At a session of said court held in
the City of Pontiac, County of Oakland,
State of Michigan on _____

PRESENT: Hon. Cheryl A. Matthews
Circuit Court Judge

The parties to this Consent Judgment, have agreed to settle this dispute and resolve the Claim of Appeal as reflected in this Consent Judgment, which incorporates herein all exhibits attached hereto; each of the parties to this Consent Judgment has represented that all requirements necessary for the party to bind itself to this Consent Judgment have been met; the Court has

reviewed the Settlement reflected in this Consent Judgment and having specifically found that its terms are fair, just, reasonable, and in the public interest and that it has been entered into in good faith by the parties;

THE COURT HEREBY FINDS AND IT IS ORDERED AND ADJUDGED as follows:

1. The following findings are incorporated within and made a part of this Consent Judgment:

(a) Appellants West River Shopping Center LLC and 28777 Northwestern LLC are Michigan Limited Liability Companies doing business in Oakland County, Michigan, and are collectively referred to herein as “Appellants”.

(b) Appellees include the City of Farmington Hills, a Michigan Municipal Corporation, and the City of Farmington Hills Zoning Board of Appeals, an appointed board of the City of Farmington Hills, are hereinafter referred to as “Appellees”.

(c) The subject of this action involves real property within the City of Farmington Hills located at 29800 Grand River Avenue, 29900 Grand River Avenue, and 30000 Grand River Avenue, Parcel Numbers 23-35-201-009; 23-35-228-028; 23-35-228-029; and 23-35-228-025, the legal descriptions thereof being fully described in the attached Exhibit A hereto and incorporated herein by reference, (hereinafter referred to as “Property”). Appellants own the Property.

(d) Appellees' Zoning Ordinance is applicable to the Property. Under Appellees' Zoning Ordinance, the Property is located within the B-3, General Business, Zoning District.

(e) Pursuant to Appellees' Zoning Ordinance, Section 34-3.1.25.B.vi, the Principal Permitted Uses in the B-3 Zoning District include, among other uses, "banks, credit unions, savings and loan associations and similar uses with drive-in facilities as an accessory use only."

(f) Previously, a bank existed and operated on the Property with an accessory drive-in facility on the South side of the building under the above Section 34-3.1.25.B.vi. The Property, including the period of time when the bank existed to the present, abuts properties in a RA, One Family Residential Zoned District.

(g) Pursuant to the City of Farmington Hills Zoning Ordinance, Section 34-3.1.25.B.xxiii.b, a Principal Permitted Use in a B-3 Zoning District includes drive-in restaurants. However, such drive-in restaurants are subject to Farmington Hills Zoning Ordinance Section 34-4.35.1.C, which provides that a restaurant with a drive-in facility shall not abut an RA Zoning District unless the District is separated from the RA zoned lot by a major or secondary thoroughfare.

(h) Appellants' Property abuts other property that is Zoned RA but is not separated from that RA zoned other property by a major or secondary thoroughfare.

(i) Farmington Hills Zoning Ordinance, Section 34-7.14, provides that the Farmington Hills Zoning Board of Appeals (“ZBA”) may issue a Use Variance to allow a Use in a specifically Zoned District, including a B-3 Zoning District, that is otherwise not permitted in such Zoning District.

(j) Appellants submitted a request to Appellees’ ZBA for a Use Variance to approve and allow Appellants to construct, maintain and operate a Starbucks restaurant with a drive-thru facility on the East side of the former bank building on Appellants’ Property.

(k) At a hearing on January 10, 2023, the ZBA denied Appellants’ application for a Use Variance by a 3-2 vote. The approval of the Use Variance under the City of Farmington Hills Zoning Ordinance requires a two-thirds (2/3) majority vote of the ZBA. Zoning Ordinance Section 34-7.14.2.

(l) After the denial of the Appellants’ request for a Use Variance, Appellants filed this Claim of Appeal. Appellees dispute the claims asserted by the Appellants in this appeal.

(m) The parties hereto have voluntarily decided to enter into this Consent Judgment as a mutually agreed upon resolution of this dispute in order to avoid further costs, expenses, and the uncertainty of litigation, and to resolve the disputes relative to this matter.

2. **Authorization of Starbucks Coffee Shop with drive-thru facility.**

The Property may be used and developed as a Starbucks-branded coffee shop subject to and in accordance with the conditions and terms of this Consent Judgment and the Site Plan attached hereto as Exhibit B.

3. **Features of the Starbucks**

The Starbucks coffee shop shall satisfy and at all times comply with the following requirements and features:

(a) The Starbucks coffee shop shall be located in the existing southernmost building on the Property. This Consent Judgment does not allow or approve a Starbucks coffee shop or drive-thru in or for any other building on the Property, nor shall it be construed as granting any other approvals or benefits to any other building in any way.

(b) As set forth in the approved Site Plan, attached hereto as Exhibit B, the menu board and order speaker at the Starbucks coffee shop shall be separated from the residential Zoned District to the East by the following, as set forth and depicted in the Site Plan attached hereto as Exhibit B, sheet A-2 and such other sheets as indicated below:

i. A six-foot high masonry wall, which currently exists and which Appellants shall at all times, including without limitation upon written request by Appellees, maintain in good condition, repair, and replace.

ii. A five-foot wide landscaped area immediately to the west of the six-foot masonry wall, which currently exists and which Appellants shall, at all times, maintain in accordance with the landscape plan

attached hereto as part of the Site Plan, Exhibit B, sheet SP-5, including without limitation the replacement of any dead and substantially dead (more than 50% dead) trees with the same kind of trees measuring no less than 10-feet in height.

- iii. A sixteen-foot-wide paved traffic lane.
 - iv. A five-foot-wide landscaped island to the East of the order window, which Appellants shall, at all times, maintain in accordance with the landscape plan attached hereto as part of the Site Plan, Exhibit B, sheet SP-5 and A2, including without limitation the replacement of any dead and substantially dead (more than 50% dead) trees and shrubs with the same kind and height of trees and shrubs as shown on such Site Plan sheet.
 - v. An eleven-foot-wide drive-thru lane for vehicles ordering at the order window.
 - vi. A six-foot paved open space between the drive-thru lane and the order window.
- (c) The hours of operation of Starbucks shall be limited to 6 am to 8 pm, 7 days per week. Deliveries shall be limited to 7 am to 7 pm.
- (d) Any food service shall be limited to foods prepared using heating devices such as microwaves only, and the use of ovens or fryers is prohibited.
- (e) Only a Starbucks-branded business shall be allowed pursuant to this Consent Judgment. Upon termination of the Property being used as a

Starbucks, this Consent Judgment shall be deemed null and void without any further action by any party. This Consent Judgment shall not be construed as authorizing any other use, including a coffee shop other than a Starbucks-branded business.

4. **Landscaping**

All landscaping of the Property shall be as set forth in sheet SP-5 of Exhibit B Site Plan. The landscape plan in sheet SP-5 is conceptual only, and the parties acknowledge that it provides that Starbucks will submit its own landscape plan and that a final landscape plan is to be submitted to the City for administrative approval that includes varieties and numbers of plantings. The Starbucks and final landscape plan shall also address remaining Landscaping items identified in the City of Farmington Hills Planner review dated March 21, 2024, and attached as Exhibit 3. Submission of a final landscape plan shall be a condition of obtaining a certificate of occupancy.

5. **Traffic/road improvements**

(a) All deliveries of Starbucks food, drinks, and supplies, necessary for the operation of Starbucks shall be from the west and such deliveries shall be through the existing shopping center to the west and such deliveries shall not be made to Starbucks from the entrance off Purdue Avenue.

(b) Appellants shall construct a raised traffic island at the entrance to the Property off Purdue Avenue which shall direct traffic exiting the Starbucks to proceed only to the south in a right turn fashion, such raised traffic island colloquially refers to as “pork chop island”, as depicted in on the Site Plan attached here to as Exhibit B, Sheet A-2. Signing shall be

installed and maintained by the Appellants directing all traffic exiting from Starbucks onto Purdue Street to make a right turn only.

(c) A curb or other permanent control on the site shall be constructed to require drive-thru traffic approaching from Purdue to circulate through the by-pass lane and around the Starbucks building to enter the drive-thru queue from the western portion of the site, resulting in the drive-thru queue stacking internally through the Starbucks site toward the west of the site, so as to prevent stacking from queuing east into the approach toward Purdue, and to allow seamless integration of vehicles entering the Starbucks site from the shopping center to the west into the drive-thru queue, as depicted on the Site Plan attached as Exhibit B, Sheet A-2.

(d) The Appellants shall repave that portion of Purdue Avenue from Grand River Avenue northward to a point five (5) feet north of the driveway tie-in to the entrance to the Starbucks, said repaving to include eight (8) inches of stone subbase, seven (7) inches of concrete with edge drain, curb, and gutter. On the east side of such road improvement, the Appellants shall replace the mountable curb with a conventional curb and gutter and the Appellants shall landscape with grass the area between said curb and the sidewalk. The design must also address MDOT requirements for the portion of the Purdue Avenue curb cut and approach in the MDOT right-of-way and which ties into Grand River, and the plan must include additional drainage structures as determined during construction design and review.

(e) Lighting on the Property shall comply with the photometric plan attached as SP-9, and the final photometric plan shall address the item identified under the subheading “Lighting” in the City of Farmington Hills Planner review dated March 21, 2024, attached as Exhibit 3.

6. **Site improvements of parcel numbers 23-35-228-028; 23-35-228-029; and 23-35-228-025.**

The Appellants shall raze and remove the two existing structures on parcel numbers 22-23-35-228-025 and 22-23-35-228-028 in accordance with all City Code requirements applicable to the demolition of buildings, and the Appellants shall construct and maintain these parcels as a landscaped-opened area without any building thereon. Moreover, the Appellants shall install and maintain a piece of art sculpture on this landscaped open area as depicted on the landscape sheet SP-5 of the attached Site Plan Exhibit B.

7. **Signage**

The Appellants shall abide by the City of Farmington Hills Ordinances with respect to signage on the Property.

8. **Noise/sound**

All use of the Property, including the Starbucks, shall comply with Appellee City of Farmington Hills’ Noise Ordinance, at all times. The Appellants, at their cost and expense, shall produce to the Appellee City of Farmington Hills a sound decibel study and report, completed by a qualified sound engineer, upon completion of construction and commencement of operation of the Starbucks showing compliance with the Appellee City of Farmington Hills’ Noise Ordinance, specifically with respect to the noise/sound at the easternmost six-foot height masonry wall

between the Starbucks and the residential zoned property to the east during all days of the week and operating hours of the Starbucks.

9. **Variance and land use approval; requirement for final construction and engineering plans**

This Consent Judgment will constitute approval of the land use, including a variance for a drive-thru at Starbucks, subject to and consistent with the terms and conditions herein and in conformance with the approved Site Plan attached hereto as Exhibit B. Except as modified by the terms herein, Building and other permits and approvals required for the development and construction of Starbucks authorized by this Consent Judgment shall be governed by the terms of the City of Farmington Hills Zoning Ordinance and other Ordinances and requirements in effect at the time of recording of this Consent Judgment, provided that they do not prevent or vary the development of the Property in conformance with the approved Site Plan attached hereto as Exhibit B.

The parties expressly acknowledge and agree that the approvals provided in this Consent Judgment place Appellants in the same position that they would be in if their application for a variance had been approved by the Zoning Board of Appeals, such that Appellants remain required to complete the application and permitting process provided for in the City's ordinances, including but not limited to: submitting and obtaining administrative approval of final engineering, construction, and landscaping plans that comply with requirements of all relevant City departments and all applicable ordinances and codes, applying and paying for all necessary permits, and complying with all other applicable requirements of federal, state, and local law not controlled by this Consent Judgment. Appellants shall submit construction drawings upon the recording of this Consent Judgment, said construction drawings shall be for the construction and development of

the Starbucks as depicted in the attached approved Site Plan. Any deviations from any regulations, requirements, ordinances, or standards that are included in this Consent Judgment and the approved Site Plan shall be treated for all time and purposes as Permitted Uses and Variances unless the Starbucks is abandoned as defined herein. No amendments to any City Ordinances shall be applicable to the Property to the extent that they would undermine the provisions or intent of this Consent Judgment or prevent the development of the property in accordance with the Site Plan attached as Exhibit B. Provided, that nothing contained in this Consent Judgment shall be construed as a waiver or to relieve Appellants, their successors or assigns, of the obligations to comply with the provisions of state or federal law, or to obtain the approvals of other governmental or regulatory entities when needed, or to comply with generally applicable Farmington Hills ordinances regulating construction and conduct not addressed in this Consent Judgment.

In the event the construction and development of Starbucks is not completed in accordance with the attached approved Site Plan by the Appellants or their current owners within two years after this Consent Judgment is entered by the Court, or within a six months extension thereafter granted by the Appellee the City of Farmington Hills upon a showing by Appellants of substantial completion of construction or other good cause, either party may petition the Court to declare this Consent Judgment null and void.

10. **Cooperation**

The Parties, their agents, representatives, and employees shall cooperate in good faith with each other and their respective agents, successors, and assigns in order to carry out the terms of this Judgment.

11. **Conflicting provisions**

The uses and structures permitted by this Consent Judgment shall be deemed conforming uses and structures. To the extent that any specific terms or provisions of this Consent Judgment and/or any Exhibits hereto, including the approved Site Plan, are inconsistent with any of the provisions or requirements of the Appellee City of Farmington Hills Zoning Ordinance or procedures of the Appellee in effect at the time of recording of this Consent Judgment, the terms of this Consent Judgment and Site Plan shall control.

12. **Modifications to the Site Plan**

Minor modifications to the Site Plan may be approved administratively by the City/Appellee without a requirement for Court approval or amendment of the Consent Judgment in the following instances:

- (a) Where such modifications are required or requested by other reviewing governmental agencies having jurisdiction over the Property or the roadway adjacent thereto;
- (b) Where such modifications are due to City engineering standards and requirements;
- (c) Replacement of landscape plantings approved in the Site Plan by similar types of landscape plantings which provide the same or better buffering effect; and/or
- (d) Where such modifications are reasonably required as a result of the final architectural and indoor design considerations.

Any of the above modifications shall be provided to the Appellee City of Farmington Hills by the Appellants for administrative review and approval, and such review shall not be unreasonably delayed. In the event Appellee does not approve a minor modification, or in the event

Appellee determines that the modification sought is not a minor modification as defined herein, Appellants may seek an amendment to the Consent Judgment as provided in this Consent Judgment.

13. **Merger, Release and Dismissal**

All claims and causes of action alleged by the Appellants in the Claim of Appeal or which could have been alleged by the Appellants or any other person or entity having an ownership or other interest in the Property as of the date of entry of this Consent Judgment, against the City of Farmington Hills, its council, ZBA, elected and appointed officials, boards, commissions, departments, employees, staff, consultants, independent contractors, agents, representatives, attorneys and insurers, shall be, and are hereby, merged in this Consent Judgment and dismissed with prejudice and without damages, costs or attorney fees to any party. Appellants, for themselves and their heirs, successors, assigns and any other person or entity having an ownership or other interest in the Property as of the date of entry of this Consent Judgment, releases and forever discharges the Appellees of and from any and all claims, demands, actions, causes of action, suits, debts, judgments, executions, damages and rights of whatever nature in law, equity or otherwise, which now exist or which may subsequently accrue by reason of any acts, events or facts arising out of or related to this case and existing on the date of this Consent Judgment, whether known or unknown on that date. This paragraph shall not bar claims brought to enforce the provisions of this Consent Judgment.

14. **Estoppel**

From time to time, and only after receipt of a written request, the Appellee City of Farmington Hills shall furnish to the Appellants, their lenders, and/or other parties requested by the Appellants, a written certification executed by an authorized representative of the Appellee,

confirming, as of the date of the estoppel certification, whether: (a) this Consent Judgment is in full force and effect; and (b) whether to the Appellees actual knowledge as of the date of the estoppel, Appellants are in full compliance with the terms hereof (or, specifying any claimed defaults by the Appellants hereunder). Prior to the Appellee furnishing any such requested estoppel certification, Appellants shall pay Appellee all costs, fees, and expenses related to inspections of the Property and buildings thereon, administrative undertakings, and legal reviews and services incurred by the City in connection with providing the certification. The Appellants reserve the right to dispute any claimed default.

15. **Successors and assigns**

All of the provisions of this Consent Judgment shall be binding upon and inure to the benefit of the Appellants and the Appellees, and their respective heirs, successors, assigns, and transferees.

16. **Recordings**

This Consent Judgment shall be filed by Appellants with the Register of Deeds for the County of Oakland within thirty (30) days of entry of the Consent Judgment by the Court. This Consent Judgment shall be deemed to run with the land described herein as the "Property." Appellants shall pay the cost of the recording of this Consent Judgment. If the Property ceases to be used for a Starbucks-branded business, this Consent Judgment shall be deemed null and void and deemed extinguished from the chain of title for the Property without further action of either party.

17. **Amendments/modifications**

Except for minor modification as described in paragraph 12, this Consent Judgment may be modified only by written agreement of the parties hereto, or their successors in interest, with

the requisite approval of the City of Farmington Hills City Council, and later approved and ordered by this Court.

18. **Severability**

Each restriction and clause of this Consent Judgment is intended to be severable and in the event that any restriction is for any reason held void, it shall not affect the validity of the remainder of this Consent Judgment.

19. **Clerical errors**

Any clerical errors or mistakes in a document or exhibit descriptions contained in this Consent Judgment may be corrected by the parties, and both parties agree to cooperate in making such corrections in order to effectuate the spirit and intent of the parties in entering into this Consent Judgment.

20. **No Admission of Liability**

It is expressly understood and agreed that Appellees' stipulation and agreement to this Consent Judgment shall not be deemed to constitute nor be construed as an admission of liability on the part of the City and/or its ZBA, City Council, elected and appointed officials, officers, boards, commissions, departments, consultants, independent contractors, agents, representative, attorneys, and insurers for the purpose of this action, or for the purposes of any other action of whatever kind or nature.

21. **No Costs or Fees to Either Party**

Each party shall bear its own costs and attorney's fees related to this action.

22. **Authority to Execute Consent Judgment**

The parties each represent that the individuals signing this Consent Judgment are fully authorized to execute this document and bind their respective parties to the terms and conditions herein.

23. **Complete Agreement of the Parties**

The parties each represent that they have fully investigated all matters pertaining to this Consent Judgment as they deem necessary, and neither is relying on any statements, promises, or representations by any other party. This Consent Judgment contains the full and complete agreement between the parties.

24. **Jurisdiction**

The Court shall retain jurisdiction of this matter in order to assure compliance with and enforcement of the terms and conditions of this Consent Judgment. The parties agree that the terms of this Consent Judgment may be specifically enforced through mandatory injunction or other equitable relief.

25. **Rights Exclusive.**

Nothing contained in this Consent Judgment shall give any third party a private cause of action against the Appellants or Appellees. The rights and obligations contained herein may only be enforced by Appellants and Appellees and their respective heirs, successors, assigns, and transferees.

26. **Delay in Enforcement.** A delay in enforcement of any provision of this Consent Judgment by any party shall not be construed as a waiver or estoppel of the right to eventually enforce the terms hereof.

27. **Headings.** The headings contained herein are for convenience in reading only, and should not be considered as having any substantive or interpretive meaning or value.

28. **Closure of Case**

This Consent Judgment resolves the last pending claim and closes this case.

Dated: , 2023.

Circuit Court Judge

Approved for entry as to form and substance.

LANDRY, MAZZEO, DEMBINSKI & STEVENS, P.C.

David B. Landry
Attorney for Appellants

ROSATI SCHULTZ JOPPICH & AMTSBUECHLER PC

Steven P. Joppich
Attorney for Appellees

THE CITY OF FARMINGTON HILLS, a Michigan Municipal Corporation

By:
Its, City Manager

By:
Its, Clerk

WEST RIVER SHOPPING CENTER LLC, a Michigan Limited Liability Company

By:
Its member

28777 NORTHWESTERN LLC, a Michigan Liability Company

By:
Its member



OFFICE OF CITY CLERK

TO: Mayor and City Council
FROM: Carly Lindahl, City Clerk
DATE: March 25, 2024
SUBJECT: Budget Study Session Dates

Staff is recommending that City Council establish the following budget study session meeting dates:

May 15th - 5:00pm – Viewpoint Room
May 16th - 5:00pm – Viewpoint Room

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
March 25, 2024

SUBJECT: INVESTMENT MANAGEMENT SERVICES FOR OPERATIONAL FUNDS

ADMINISTRATIVE SUMMARY

The City maintains (non-retirement) operational funds in the bank, which are referred to as “excess funds”. These funds have an average balance of roughly \$150 million; the balance varies throughout the year as the City collects and spends annual property tax revenues, from \$130 million to \$180 million.

Michigan Public Act 20 of 1943 (PA 20) strictly limits the investment of excess funds by Michigan municipalities to bank certificates of deposit, Federal Treasuries and Agencies, Municipal Bonds, and highly-rated Commercial Paper (i.e., corporate bonds), among other similar lower-risk investments. The Federal Reserve Bank maintained a very low Federal Funds Rate during the period of 2000 – 2020, which also suppressed investment earnings for PA 20 compliant investments low, typically below 1%.

Inflationary pressures in the last several years have caused the Federal Reserve to increase the Federal Funds Rate to over 5%, causing a similar increase in PA 20 compliant investment earnings.

For the City of Farmington Hills, PA 20 revenues grew from under \$500,000 per year to over \$3 million in FY 2022-23.

In the coming months, inflation and the Federal Funds Rate are anticipated to drop, and are anticipated to stabilize at a significantly higher rate than before 2022, creating the opportunity for higher stable investment earnings for the City. This opportunity can be seized by partnering with an expert investment management firm, who can optimize prudent investments and returns, net of a reasonable fixed fee.

In October 2023, the City entered into a short-term agreement with Robinson Capital to act as its investment management firm to manage a portion (\$25 million) of the City’s excess funds portfolio, within parameters set by the City’s Finance Director/Treasurer. Robinson Capital is an investment management services firm, located in Grosse Pointe Farms, Michigan, which specializes in optimizing PA 20 compliant investment returns, by employing a high degree of PA 20 compliant investment knowledge, experience, and information.

The reason for this recent short-term arrangement with Robinson Capital was to ensure that the City could extend investments (i.e., from months to years) to capture current high interest rates, in case the Federal Reserve suddenly lowered interest rates. In the four months that Robinson has already realized improved rates of investment returns; if those improved rates of return were applied to the City’s total excess funds portfolio, the City would realize at least an additional \$500,000 per year.

In order to engage with an investment manager on an ongoing basis, the City recently issued an RFP for investment management services related to excess funds.

Robinson Capital issued the most attractive proposal with the lowest cost -- a fixed annual fee of \$50,000 to manage the City's entire excess funds portfolio. The scope of services also includes cash flow analysis and portfolio reporting, as well as regular in-person meetings to review performance and to provide an outlook on investments, cash flows, and changes in the investment space and economy.

RECOMMENDATION:

I am recommending that the City enter into an agreement with Robinson Capital to manage the City's entire excess funds portfolio, for a fixed annual fee of \$50,000.

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

Approved by: Gary Mekjian, City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – March 25, 2024**SUBJECT:** Water System Advisory Council Mini Grant Agreement**Administrative Summary**

- The City's Water System Advisory Council (WSAC) was established in 2019 as required by the Michigan Department of Environment, Great Lake & Energy (EGLE) adopted amendments to Michigan's Lead and Copper Rules (LCRs).
- The purpose of the WSAC is to advise and provide assistance to the local water system, develop education materials, and continue to provide public awareness about the effects of lead in drinking water.
- The Farmington Hills WSAC has been meeting on a bi-annual basis. They continue to research ways to engage property owners and students on addressing water quality in their homes.
- EGLE issued notification that mini grants were being made available to WSAC's to help offset expenses related to lead in drinking water education. This is a reimbursement grant that can be used for approved actions completed between October 1, 2023 and August 31, 2024.
- The WSAC prepared the necessary work plan and budget and on March 8, 2024, City staff received notification they were being awarded a \$14,000 grant.
- Prior to requesting and receiving any of the mini grant reimbursements, the City is required to sign a grant agreement with EGLE.

RECOMMENDATION

IT IS RESOLVED, that the Farmington Hills City Council hereby authorize the City Manager and Assistant City Manager to execute the Water System Advisory Council Mini Grant Agreement on behalf of the City.

Support Documentation

In 2018, the Michigan Department of Environment, Great Lakes & Energy (EGLE) adopted changes to the lead and copper rules (LCRs) of the Michigan Safe Drinking Water Act. In order to comply with these revisions, the City Council established a Water System Advisory Council (WSAC) on October 28, 2019 through the enactment of amending the City's Boards and Commissions Ordinance. The purpose of the WSAC is to advise and provide assistance to the local water system, develop education materials, and continue to provide public awareness about the effects of lead in drinking water.

The Farmington Hills WSAC applied for a mini grant through the Michigan Department of Environment, Great Lake & Energy (EGLE) and was awarded \$14,000 to be used for help offset expenses related to lead in drinking water education. Some of the ways the WSAC is intending to use the grant money to prepare and print information pamphlets to give away at various public events, design and construct a mini display to help identify where a private property water service line enters the home and produce several videos geared towards educating kids on the ways to improve water quality in their own home.

Prepared by: Tammy Gushard, P.E., Interim Director of Public Services
Reviewed by: Karen Mondora, P.E., Assistant City Manager
Approval by: Gary Mekjian, P.E., City Manager



WATER SYSTEM ADVISORY COUNCIL (WSAC) MINI GRANT

GRANT AGREEMENT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND CITY OF FARMINGTON HILLS

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Drinking Water and Environmental Health Division** ("State"), and **City of Farmington Hills** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to **Appropriations for the Department of Environment, Great Lakes, and Energy, Public Act 57 of 2019**. Legislative appropriation of Funds for grant assistance is set forth in **2019, Public Act 57, Section 1001 (1) (b)**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: WSAC Mini Grant

Amount of grant: \$14,000.00

% of grant state 100 / % of grant federal 0

Start Date: 10/1/2023

End Date: 8/31/2024

GRANTEE CONTACT INFORMATION:

Name/Title: Tammy Gushard, Senior Engineer

Organization: City of Farmington Hills

Water Supply Serial Number (WSSN): 02240

Address: 31555 W. Eleven Mile Road

City, State, ZIP: Farmington Hills, MI 48336

Phone Number: 248-871-2530

E-Mail Address: tgushard@fhgov.com

Grantee UEI Number: YKBNL46JDTV3

SIGMA Vendor Number: CV0048320

SIGMA Vendor Address ID: 010

STATE'S PROGRAMMATIC CONTACT INFORMATION:

Name/Title: Heather Brown

Division/Bureau/Office: Drinking Water and Environmental Health Division

Address: PO Box 30817

City, State, ZIP: Lansing, MI 48909-8311

Phone Number: 517-282-2844

E-Mail Address: EGLE-DWEHD-DWCouncil@Michigan.gov

STATE'S FINANCIAL CONTACT INFORMATION:

Name/Title: Katie Cypher

Division/Bureau/Office: Drinking Water and Environmental Health Division

Address: PO Box 30817

City, State, ZIP: Lansing, MI 48909-8311

Phone Number: 517-294-1364

E-Mail Address: CypherK@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

	Gary Mekjian, City Manager	
Signature	Name/Title	Date

	Karen Mondora, Assistant City Manager	
Signature	Name/Title	Date

FOR THE STATE:

	Eric Oswald, Director, EGLE DWEHD	
Signature	Name/Title	Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
October 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – August 31	September 20

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – August 31. If the Grantee is unable to submit a report by September 20 for the period ending August 31, an estimate of expenditures through August 31 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 2. All required supporting documentation (invoices, other) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(C) The Grantee must provide all products and deliverables in accordance with Appendix A.

(D) All products may acknowledge that the project was supported in whole or in part by EGLE, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of three years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROGRAM-SPECIFIC BOILERPLATE

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Budget:

TOTAL GRANT AMOUNT REQUESTED \$14,000.00

Workplan:

ACTIONS TO EDUCATE ABOUT LEAD IN DRINKING WATER.

Multiple actions to educate about risk of lead exposure in drinking water: Yes

Includes	Actions to Educate about Lead in Drinking Water
Yes	Printing Costs
Yes	Education Campaigns
	Whole house lead awareness campaign
	Rental costs for an event
	Social media campaigns
	Lead awareness toolkits
Yes	Other (specify): Video, game, and model creation

City of Farmington Hills

Water System Advisory Council Mini Grant Work Plan and Budget

\$3,000 - Printing costs for informational pamphlets and other educational giveaway items at events to encourage children engagement, including coloring books, crayons, etc.

\$1,000 – Purchase of flashlights (possibly magnetic) with branding to be used by homeowners in searching for their water meters and determining their service line material type.

\$1,000 - Design and printing costs for magnets which identify the major types of service line materials and can be used to confirm galvanized pipe.

\$1,000 - Design and construction of a mini home display which identifies where the water service line enters the home and the different rooms/fixtures of where the water line go within the home.

\$3,000 - Partnership with the local public school system to educate students on the dangers of lead in drinking water and how to determine if lead pipes are in the home. Create a game to engage students and give them the opportunity to win a prize. Prepare literature for students to share with their families and others.

\$5,000 – Produce a video and website geared towards kids educating them on the dangers of lead in drinking water and how to determine if lead pipes are in the home.

REPORT TO THE CITY COUNCIL FROM THE CITY MANAGER

March 25, 2024

Subject: Approval to execute the 2024 High Intensity Drug Trafficking Area (HIDTA) Oakland County Subrecipient Agreement between the City of Farmington Hills and the Oakland County Sheriff's Office.

ADMINISTRATIVE SUMMARY

- The City's Police Department participates in the Oakland County Narcotics Enforcement Team Program (NET), a multijurisdictional task force operating under the direction of the Oakland County Sheriff's Office (OCSO).
- Oakland County has entered into a Grant agreement with the High Intensity Drug Trafficking Area (HIDTA), where it is eligible to receive reimbursement of overtime for HIDTA/NET related initiatives.
- Oakland County intends to use Grant Funds to reimburse the City's Police Department for qualifying overtime expenses up to \$6000.00 annually.
- To receive reimbursement, the City must execute the 2024 High Intensity Drug Trafficking Area (HIDTA) Subrecipient Agreement with Oakland County.
- City Attorney Joellen Shortley has reviewed the agreement.

RECOMMENDATION

IT IS RESOLVED THAT the City Council approve that the City Manager be authorized to execute the High Intensity Drug Trafficking Area (HIDTA) Oakland County Subrecipient Agreement and any associated documents or agreements.

Prepared/Authorized by: Chief Jeff King
Police Department

Approved by: Gary Mekjian
City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – March 25, 2024

SUBJECT: Consideration of Award of Contract for the 2024/2025 Asphalt Replacement Program

ADMINISTRATIVE SUMMARY:

- The 2024/ 2025 Asphalt Replacement Program was publicly advertised and competitively bid on the Michigan Inter-Governmental Trade Network (MITN) e-procurement system and opened on March 6, 2024, after a one week postponement to obtain additional bids. Notification was sent to two-hundred sixty-three (263) vendors (including fifty-two (52) that hold classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled) with two (2) responding. We received zero (0) “No Bids”.
- The bid provides pricing for a 12-month period with provisions for four (4) additional one-year extensions through mutual consent by the City and the Contractor (see Bid Summary below).
- Funding for this program is provided in the Major and Local Road Accounts. It is significantly supported by the road millage approved by the voters in the fall of 2014 and 2018.
- The quantities identified in the bid process were estimates (based upon previous year’s data) in order to establish unit prices. These materials will be purchased as needed and up to the approved annual budgeted amount.
- The lowest overall bid was submitted by BSI Paving. This firm has completed contracts for several metro area communities. References confirm that BSI Paving is a qualified and reliable contractor.

RECOMMENDATION:

IT IS RESOLVED, the 2024/2025 Asphalt Replacement Program be awarded to BSI Paving, for an amount not to exceed the approved fiscal year’s annual budgeted amount, with one or more administration approved extension not-to-exceed a total of four (4) additional years.

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

SUPPORT DOCUMENTATION:

The annual asphalt removal and replacement program provides for the repair of isolated sections of deteriorated pavement. The locations identified under this contract represent relatively small pavement sections that have failed and are not consistent with the overall condition of the street or subdivision. These locations are typically milled down approximately 2” and replaced with new asphalt, resulting in a patch designed to last the duration of the surrounding pavement. Each year, locations are selected for this program based on the Engineering Division and Public Works Division pavement inspections, the City’s Pavement Management System and discussions with residents and homeowner’s associations.

Regarding the consideration of extending unit prices, BSI Paving has indicated that they would extend their contract for four (4) additional one-year periods with a 4% price increase each year, through mutual consent with the City. This does not preclude the City from bidding out the any future years asphalt Replacement Program, should the bidding climate be favorable.

BID SUMMARY

<u>CONTRACTOR</u>	<u>TOTAL</u>	<u>% PER YEAR TO EXTEND CONTRACT FOR FOUR (4) 1- YEAR RENEWALS</u>
BSI Paving Oxford, MI	\$720,650.00	4.0%
Hutch Paving Warren, Michigan	\$889,990.00	7.0%

Table Description: Summary of bid results for the 2024/2025 Asphalt Replacement Program

Prepared by: Timothy Waker, Construction Supervisor
Division Head Approval by: James Cubera, P.E., City Engineer
Departmental Authorization by: Tammy Gushard, P.E., Interim Director of Public Services
Michelle Aranowski, Director of Central Services
Approval by: Gary Mekjian, City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – March 25, 2024

SUBJECT: Consideration of Award of Contract for the Quaker Valley Subdivision Road Reconstruction Project, Section 16

Administrative Summary

- In November 2018, voters approved the City Charter Amendment to Transition to a Local Road Millage. This millage replaced the City's local road special assessment process for funding local road reconstruction.
- The City currently rates the paved public roads utilizing the Pavement Surface Evaluation and Rating (PASER) system which is a widely accepted system used throughout the country. Michigan's Transportation Asset Management Council has adopted the PASER system for measuring statewide pavement conditions.
- The City utilizes a PASER rating of 2.75 or less to qualify local roads and subdivisions for consideration of reconstruction. The paved roads within the project area have an average PASER rating of 2.00, making the project a high priority candidate.
- This project entails the reconstruction of the paved roads in the Quaker Valley Subdivision, including Quaker Valley Road, Hunters Row, and Braebury Ridge. It also includes the resurfacing of Quaker Valley Lane.
- Prior to this project, the City extended new public watermain to the west half of the subdivision in 2022 and replaced two Upper Rouge River culvert crossings in 2023 and early 2024.
- This project was advertised and competitively bid using the Michigan Intergovernmental Trade Network (MITN). Bids were received on February 14, 2024. Notification was sent to over six hundred (600) vendors including one hundred thirty-three (133) that hold the classification of minority owned, women owned, veteran owned, disabled, disadvantaged or service disabled.
- The lowest bidder who has demonstrated the ability to complete the work is Major Contracting Group Inc. of Detroit, Michigan. Their bid was in the amount of \$4,216,754.20. Bids received were competitive from highly qualified, local contractors.
- Construction is estimated to commence in April 2024 and be completed by September 2024.

RECOMMENDATION

IT IS RESOLVED, the Quaker Valley Subdivision Road Reconstruction Project be awarded to the lowest competent bidder, Major Contracting Group Inc. of Detroit, Michigan, in the amount of \$4,216,754.20, and

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

Support Documentation

The City of Farmington Hills has budgeted, and funds are available for the reconstruction of the Quaker Valley Subdivision roads. The project will improve geometrics at intersections, reconstruct a deteriorating roadway, and make needed storm sewer and drainage improvements.

On February 14th, 2024, three (3) bids were received for the project. (See Bid Summary). Major Contracting Group Inc. of Detroit, MI submitted the low bid.

Major Contracting Group Inc. has successfully completed similar projects for the City of Detroit, Southfield, and Livonia. They have not previously performed work in the City of Farmington Hills. As a part of the overall road reconstruction process, the City hired OHM Advisors to analyze the bids and check the provided references for each bid. After a pre-award meeting with the contractor and further reference checks, OHM Advisors recommends awarding the contract to Major Contracting Group Inc. It is our opinion, based on OHM’s recommendation and the discussion with Major Contracting Group at the pre-award meeting, that they can adequately perform the work involved with this contract.

A mailing notice will be sent to all residents and property owners within the project area that will include an Open House meeting date and time, staff contact information, instructions for signing up for the project-specific Listserv, as well as “Frequently Asked Questions” for the project. The mailing will also provide a contact name and phone number for anyone requesting a one-on-one consultation to address any further questions they may have. This information will also be posted to the City’s website.

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

BID SUMMARY

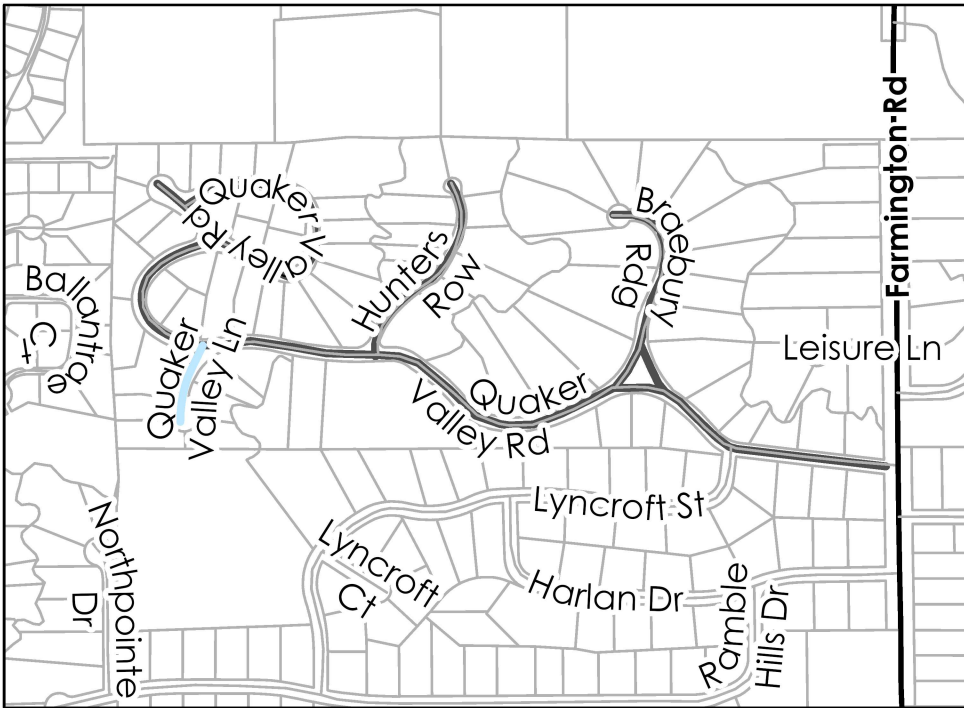
<u>CONTRACTOR</u>	<u>TOTAL</u>
Major Contracting Group Inc. Detroit, Michigan	\$4,216,754.20
Fonson Company, Inc. Brighton, Michigan	\$4,452,476.93
Springline Excavating, LLC Farmington Hills, Michigan	\$4,529,609.95

Table Description: Summary of bid results for the Quaker Valley Subdivision Road Reconstruction Project


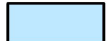
Prepared by:	Tyler Sonoga, Civil/Environmental Engineer
Reviewed by:	James Cubera, P.E., City Engineer
Departmental Authorization by:	Tammy Gushard, P.E., Interim Director of Public Services Michelle Aranowski, Director of Central Services
Approval by:	Gary Mekjian, P.E., City Manager

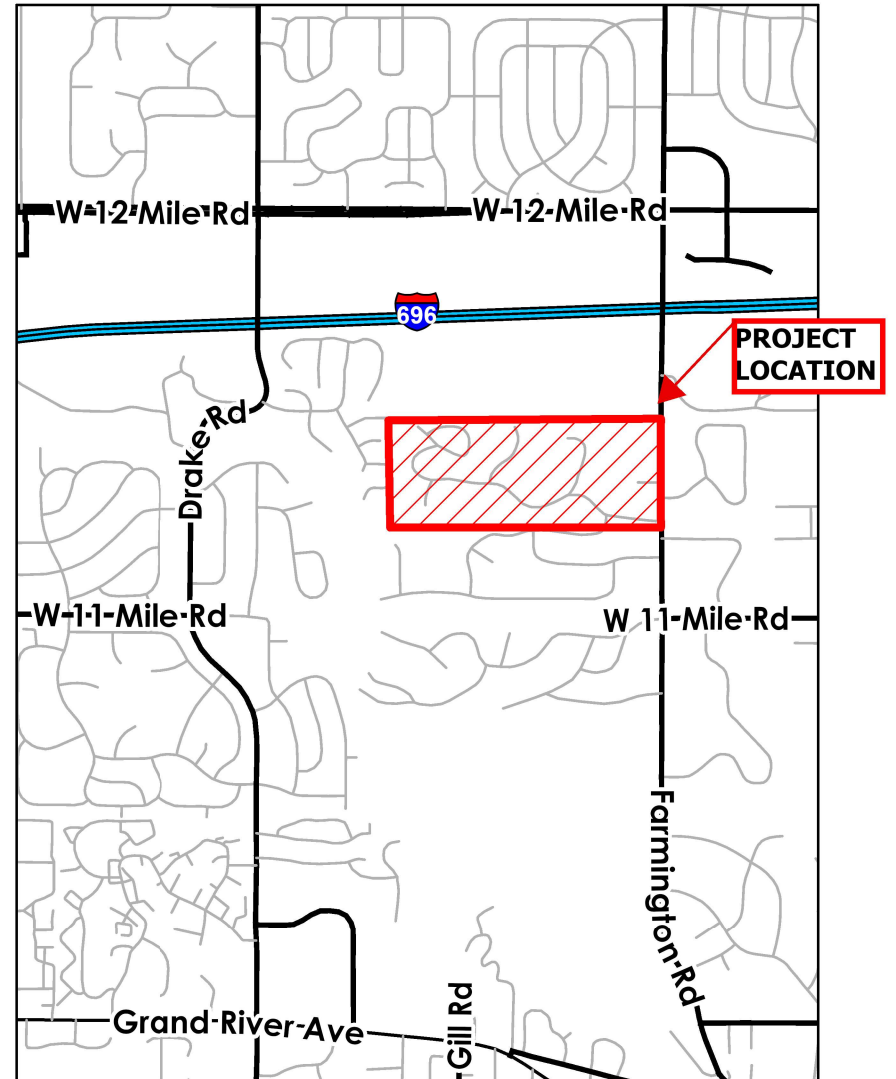
City of Farmington Hills

Quaker Valley Subdivision Roads Reconstruction Project



Legend

-  Proposed Road Reconstruction
-  Proposed Road Resurfacing



REPORT FROM THE CITY MANAGER TO CITY COUNCIL – March 25, 2024

SUBJECT: Award of Bid—Vacuum Street Sweeper

ADMINISTRATIVE SUMMARY:

- The City utilizes both a mechanical sweeper and a vacuum sweeper to keep City streets clean and protect the downstream creeks and streams. The mechanical unit is more efficient at picking up larger debris while the vacuum unit is more proficient at removing fines and dusty material.
- The proposed purchase will replace the City’s existing vacuum sweeper which is over 10 years old and the total purchase amount will include the trade-in value as identified in the bid.
- The purchase of a replacement High Dump Regenerative Air Street Sweeper was publicly advertised and competitively bid on the Michigan Inter-Governmental Trade Network (MITN) e-procurement system and opened on February 15, 2024, after a one-week postponement to obtain additional interest. Notification was sent to over 178 vendors including 31 that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled.
- Funding for this equipment purchase has been budgeted for in the current fiscal year’s Capital Improvements Program – Equipment account.
- A minimum two-year warranty (materials and workmanship) will be provided by the awarded bidder.
- The recommended vendor and low bidder, Best Equipment Company, Inc., has over 100 years of experience providing sweeper solutions and service to municipalities (see bid tab below). DPW staff evaluated the bids, and the Tymco 500X Sweeper complies with most of the specifications requested by staff and is within budget.

SUPPORT DOCUMENTATION:

VACUUM STREET SWEEPER	Frederickson Supply Grand Rapids, MI	Best Equipment Co., Inc Westland, MI	Bell Equipment Lake Orion, MI
High Dump Regenerative Air Street Sweeper			
*Manufacturer & Model	N/A	Tymco 500X	Elgin Regen X
Price		\$388,045.00	\$376,500.00
High Dump Regenerative Air Street Sweeper without the Broom Assist System	\$422,475.00		Elgin Regen X
*Manufacturer & Model	Schwarze A8 Twiseter	Tymco 500X	
Price		\$386,245.00	\$389,500.00
Trade In Item - 2013 Tymco Sweeper with approximately 23,500 miles and 2800 hours	\$12,500.00	\$35,000.00	\$35,000.00
Unit Price			



RECOMMENDATION:

IT IS RESOLVED, that the City Council of Farmington Hills authorize the City Manager to issue a purchase order to Best Equipment Company, Inc., in Westland, Michigan, in the amount of \$351,245.00 for a Tymco 500X Street Sweeper without Broom Assist. The total amount reflects the trade-in amount of a 2013 Tymco Sweeper.

Prepared by: Derrick Schueller, DPW Superintendent

Reviewed by: Nikki Lumpkin, Senior Buyer

Departmental Authorization: Tammy Gushard, P.E., Interim Director, Department of Public Services
Michelle Aranowski, Director, Department of Central Services

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

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – March 25, 2024

SUBJECT: Consideration of Award of Contract for the 2024 Local Roads Asphalt Rehabilitation Project – Oak Hill Estates and Oaklands Subdivision Project

ADMINISTRATIVE SUMMARY:

- The City currently rates the paved public roads utilizing the Pavement Surface Evaluation and Rating (PASER) system, which is a widely accepted system used throughout the country. Michigan's Transportation Asset Management Council has adopted the PASER system for measuring statewide pavement conditions.
- With the road millage approvals in the fall of 2014 and 2018, the City has developed a pavement asset management program for its local road network. The scope of this project is considered heavy maintenance which is considered on roads that have a current PASER rating in the range of 4 to 6 (FAIR) in order to extend their useful life.
- This project includes removal of approximately 5" of asphalt, performing base repair, as-needed storm sewer repair, and placing 5" of new asphalt on Larson Lane in the Oak Hill Estates Subdivision and along the paved portion of Greensboro Street, Firwood Drive, Gladstone Street, and Green Acres in the Oaklands Subdivision.
- The project was publicly advertised and competitively bid using the Michigan Inter-Governmental Trade Network (MITN). Four (4) bids were received on March 8, 2024. Notification was sent to over six hundred (600) vendors including one hundred thirty-two (132) that hold the classification of minority owned, women owned, veteran owned, disabled, disadvantaged or service disabled.
- The lowest bidder who has demonstrated the ability to complete the work is Nagle Paving Company of Novi, Michigan. Their bid was in the amount of \$1,137,563.76.
- Construction is anticipated to begin in May 2024 with completion by October 2024.

RECOMMENDATION:

IT IS RESOLVED, the 2024 Local Roads Asphalt Rehabilitation Project for Oak Hill Estates Subdivision and the paved roads in the Oaklands Subdivision be awarded to the lowest competent bidder, Nagle Paving Company, in the amount of \$1,137,563.76, and

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

SUPPORT DOCUMENTATION:

With the approval of the road millages in the fall of 2014 and 2018, the City has been able to significantly increase the maintenance funding on its roadways for both the local and major road infrastructure. Each year the City completes asphalt replacement, joint sealing and over banding, which addresses minor patches and cracks. These programs are normally used in areas where the PASER rating is greater than 6.00 to extend their useful life.

Along with addressing paved roads in good condition, the City also needs to address roads in fair condition before they degrade to poor condition and need to be considered for reconstruction. These are roads with a PASER rating between 4.00 and 6.00. On these roads, we typically provide heavy maintenance which includes

overlay work, mill and fill work, and full pavement replacement while maintaining the existing base. For the current project, because the aggregate (stone) base is still in good condition, a full depth asphalt replacement was the chosen option. Please note that many candidate roads were reviewed and analyzed by the City and our consultants.

Nagle Paving Company has previously completed many projects for the City of Farmington Hills. In 2020, they completed the Stonewood Court Road Rehabilitation Project. In 2022 and 2023, Nagle Paving completed the local road rehabilitation projects for the City of Farmington Hills including Miller Rougemont Subdivision, and Halsted Commons Subdivision, Salisbury Street, Ambeth Street, Randall Street, River Glen Street, and Ruth Street. They have also performed similar road rehabilitation and paving projects for other Metro Detroit municipalities and have received favorable referrals. It is our opinion that Nagle Paving Company can adequately perform the work outlined in the contract.

BID SUMMARY

<u>CONTRACTOR</u>	<u>TOTAL</u>
Nagle Paving Company Novi, MI	\$1,137,563.76*
F. Allied Construction Co. Inc. Clarkston, MI	\$1,294,874.25
Springline Excavating, LLC Farmington Hills, MI	\$1,414,903.41
AJAX Paving Troy, MI	\$1,426,831.76

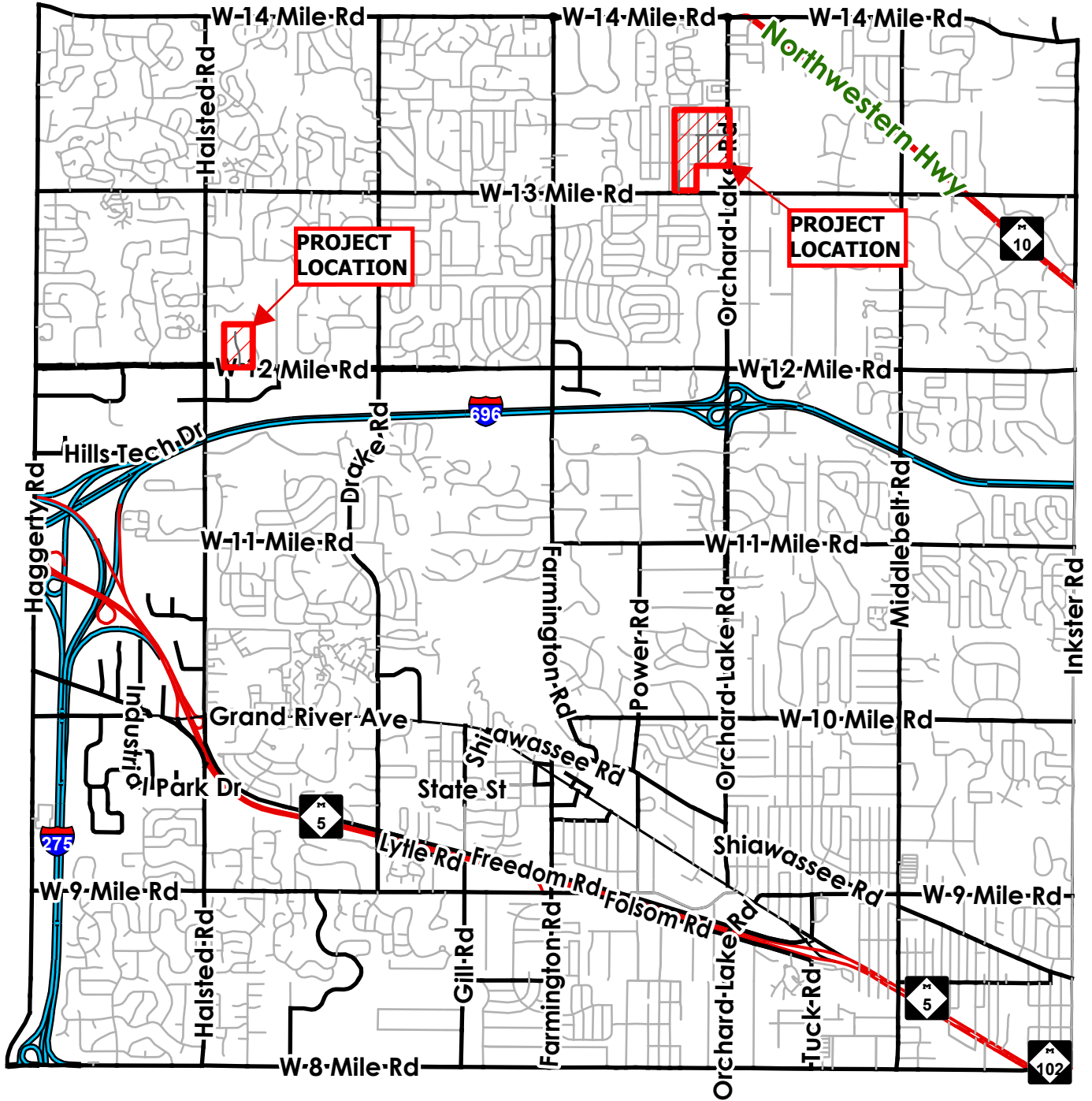
Table Description: Summary of bid results for the 2024 Local Roads HMA Project – Oak Hill Estates and Oakland Subdivision
 , * Indicates corrected total

Prepared by: Shon’Quase Dawkins, Civil Engineer I
 Reviewed by: James Cubera, P.E., City Engineer
 Departmental Authorization by: Tammy Gushard, P.E., Interim Director of Public Services
 Michelle Aranowski, Director of Central Services
 Approval by: Gary Mekjian, P.E., City Manager

City of Farmington Hills

2024 Local Roads Asphalt Rehabilitation Project

Oak Hill Estates and Oaklands Subdivision



**REPORT FROM THE CITY MANAGER TO CITY COUNCIL
March 25, 2024**

SUBJECT: AWARD OF PROPOSAL FOR REPAIR/REFURBISHMENT OF VILTER AMMONIA COMPRESSOR #1 450XL

ADMINISTRATIVE SUMMARY

- Requests for Proposal were solicited, posted on the MITN e-procurement system for the repair/refurbishment of a Vilter Ammonia Compressor located at the Farmington Hills Ice Arena. The two (2) proposals received were opened and read aloud on Wednesday, March 6, 2024, after a one-week postponement to gather additional interest. Bid notification was sent to over three hundred and fifty-three (353+) vendors (including eighty-five (85) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled). We received zero “No-Bids.”
- The Ice Arena utilizes ammonia as the refrigerant in our system to make ice. One of the three Vilter Ammonia Compressors the City owns needs repair and refurbishment. Specifications require the awarded vendor to do all repairs on site and work around the Ice Arena schedule. Work includes installing new bearings, shaft seal, pistons, cylinder gaskets, springs, discharge valves, suction valves, cylinder liners and oil filters. The awarded vendor will also inspect all other internal parts for wear and possible replacement.
- The recommended vendor, Serv-Ice Refrigeration, has worked with the Ice Arena on several occasions and has provided excellent workmanship.
- The total project estimate is \$14,940.98. Staff is recommending authorization for up to the budgeted amount (\$20,000) to address unexpected and unforeseen repairs that might be found once work begins.
- Funding for the project is budgeted in the 2024/2025 Special Services Parks Millage Fund. The repair/refurbishment will occur between July 1-19, 2024.

BID TABULATION

Company Name	City, State	Total Bid
Serv-Ice Refrigeration	Northville, MI	\$14,940.98
Delta Temp Services, Inc.	Clinton Township, MI	\$15,000.00

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to issue a purchase for repair/refurbishment of a Vilter Ammonia Compressor to Serv-Ice Refrigeration in an amount not to exceed \$20,000.

Prepared by: Brian Moran, Deputy Director of Special Services

Reviewed by: Nikki Lumpkin, Senior Buyer
Ellen Schnackel, Director of Special Services
Michelle Aranowski, Director of Central Services

Approved by: Gary Mekjian, City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
March 25, 2024

SUBJECT: AWARD OF LEASE FOR MOBILE ROBOTIC FIELD PAINTER

ADMINISTRATIVE SUMMARY

- The Parks Division utilizes a ride on painter for painting athletic fields, temporary parking lots, event spaces, and sport courts, which takes approximately twelve (12) staff hours per week with existing equipment.
- The robotic painter utilizes advanced spray nozzles, leading to a projected 75% reduction in paint usage and it is a more efficient solution that can significantly reduce painting time.
- The recommended vendor for the Parks Division is Turf Tank. Turf Tank is the only vendor to offer a lease option, which is the best solution to sample the equipment to see if it is a viable longer-term solution for the Parks Division.
- The total yearly estimate for leasing the robotic painter is \$11,000. In addition to the robotic painter, the lease includes the following: \$2,000 supply worth of paint, hardware warranty, two (2) batteries, an unlimited sports package, product training, and configuration.
- Funding for the project is budgeted in the 2023/2024 Special Services Parks Millage Fund.



RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to sign a one-year lease for a mobile robotic painter from Turf Tank in an amount not to exceed \$11,000.

Prepared by: April Heier, Parks Maintenance Supervisor of Special Services

Reviewed by: Nikki Lumpkin, Senior Buyer
Brian Moran, Deputy Director of Special Services
Ellen Schnackel, Director of Special Services
Michelle Aranowski, Director of Central Services

Approved by: Gary Mekjian, City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – March 25, 2024

SUBJECT: Approval of the Agreement with the Michigan Department of Transportation (MDOT) for the 2024 Federal Local Safety Program.

Administrative Summary

- In the fall of 2022, the City of Farmington Hills was awarded funding through MDOT's 2024 Federal Local Safety Program to modernize and upgrade traffic signals at the intersections of 9 Mile/Drake, 9 Mile/Gill and 14 Mile/Inkster as well make non-motorized improvements near the M-5 pedestrian overpass at Freedom and Folsom Roads.
- The design was recently completed, and bids were received through the MDOT bid letting process on March 1, 2024.
- The estimated cost for all work combined per the engineering estimate and agreement is \$1,396,000. Grant funding is available in the amount of \$919,803, with the City being responsible for all the non-participating costs as well as any costs that exceed the overall grant limit which total \$476,197.
- In-order to move forward with this grant subsidized project, MDOT requires that a formal agreement be approved by City Council. This is consistent with previous federal projects.
- These improvements are expected to be completed during the spring and summer of 2024.
- The Engineering Division has reviewed the standard language of the contract, and it is recommended that the City enter into this Agreement with MDOT.

RECOMMENDATION

IT IS RESOLVED, the Farmington Hills City Council enter into Agreement #24-5058 with the Michigan Department of Transportation for the 2024 Federal Local Safety Program;

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

Support Documentation

In the Fall of 2022, the City was awarded funding through MDOT's 2024 Federal Local Safety Program to modernize and upgrade traffic signals at the intersections of 9 Mile/Drake, 9 Mile/Gill and 14 Mile/Inkster as well make non-motorized improvements near the M-5 pedestrian overpass at Freedom and Folsom Roads. Per the agreement, this grant covers \$919,803 of the construction costs leaving a balance of \$476,197 as a local match for the project. Construction engineering is estimated at 15% of the construction cost and will be the sole responsibility of the City.

The scope of the traffic signal upgrades and modernizations at the three named intersections include replacing the diagonal traffic signal span with a box span configuration, installation of pedestrian signal improvements, reflectorized back plates, upgraded pavement markings and an overall review of the timing and operations of each traffic signal. These upgrades align with the proposed engineering countermeasures and effectiveness identified in the Southeast Michigan Traffic Safety Plan.

The non-motorized improvements in this project will take place at the M-5 pedestrian bridge located between Folsom Road and Freedom Road. The project will upgrade the non-motorized access to the bridge through completion of sidewalk gaps along Folsom and Freedom Roads, installation of ADA-compliant ramps, Rectangular Rapid Flashing Beacon (RRFB) crossings, and high-emphasis crosswalk markings. These improvements will bring the ramps and crossings into ADA compliance and will make great strides in providing equitable access for all non-motorized users.

Bids were opened through the MDOT bid letting process on March 1, 2024. We anticipate that the State will award the contract by early April with construction starting shortly thereafter. The project is expected to be substantially completed by September of 2024.

The following illustrates the proposed MDOT agreement funding of these 2024 Safety Projects:

ITEM	TOTAL ESTIMATED COST	2024 FEDERAL SAFETY FUNDS	CITY SHARE
TOTAL	\$1,396,000	\$919,803	\$476,197

The City’s share of the construction costs covered under this contract will be paid for from the City’s Major Road Fund. These City costs are currently identified in the current 2023-2024 budget.

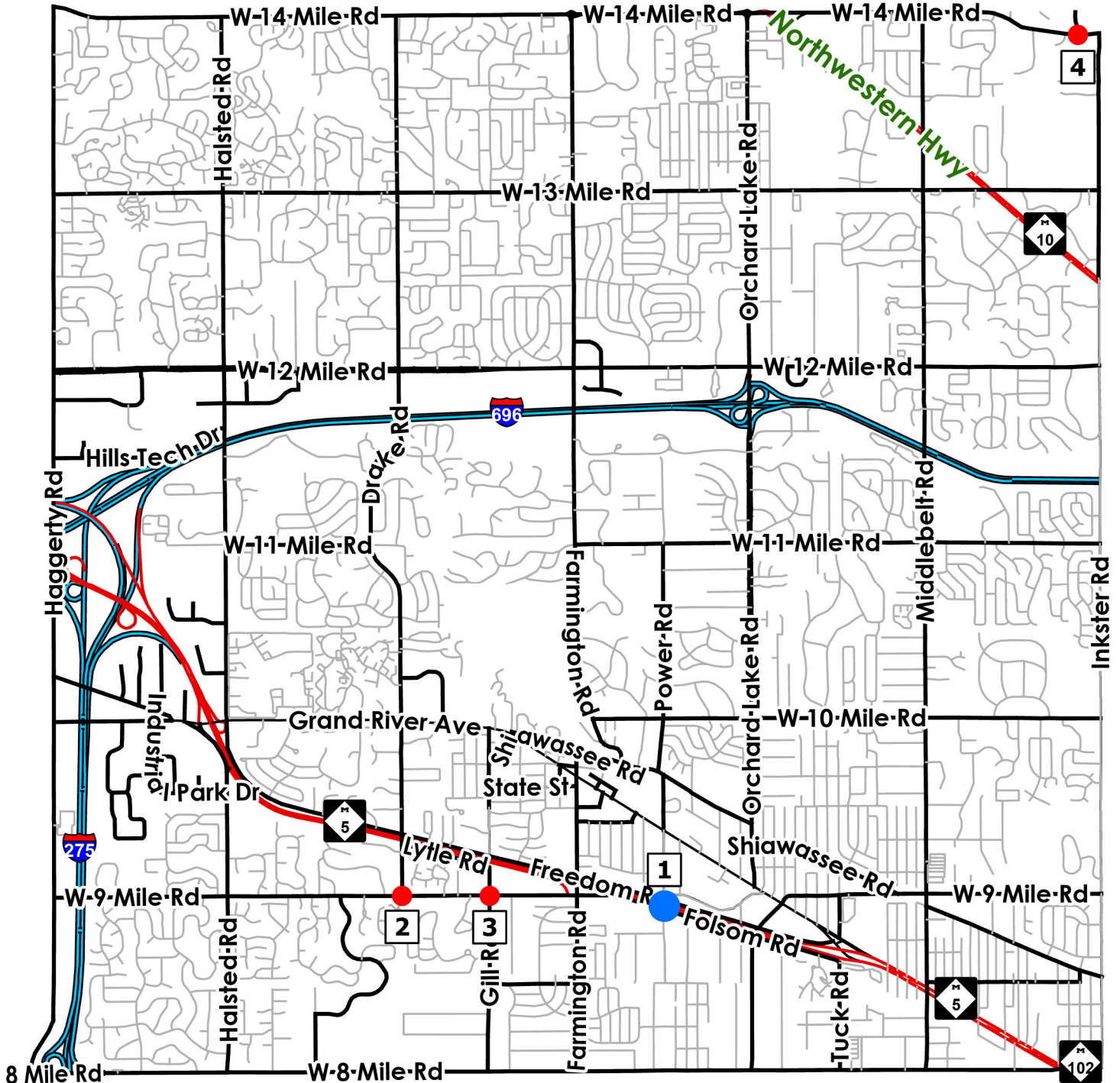
Individual letters will be sent to all abutting property owners with contact information that includes the City Engineering representative’s name, phone number, and e-mail address. This will provide our residents with an opportunity have questions addressed by staff and to review the plans prior to work starting.

Prepared by: Mark Saksewski, P.E., Senior Traffic Engineer
 Reviewed by: James Cubera, P.E., City Engineer
 Departmental Authorization by: Tammy Gushard, P.E., Interim Director of Public Services
 Approval by: Gary Mekjian, P.E., City Manager



2024 Safety Projects

Traffic Signal Modernizations & Non-Motorized Improvements



● Non-Motorized Improvements:
 1. Freedom/9 Mile, Pedestrian Overpass, and Folsom/Power

● Traffic Signal Modernization:
 2. 9 Mile/Drake
 3. 9 Mile/Gill
 4. 14 Mile/Inkster

REPORT TO THE CITY COUNCIL FROM THE CITY MANAGER

March 25, 2024

SUBJECT: Approval to execute an Amendment to FLOCK Safety Agreement and a Michigan Department of Transportation Resolution for the City of Farmington Hills.

ADMINISTRATIVE SUMMARY

The City's Police Department entered into a Test and Evaluation agreement with FLOCK Safety, for its Automated Vehicle and License Plate Identification System. This system focuses solely on the vehicle and attached license plate only and does not capture the occupants of the vehicles acquired.

The Farmington Hills Police Department strategically deployed the FLOCK Safety System on various City, County and State roadways, to optimize its effectiveness in assisting public safety and criminal investigations. The FLOCK System is part of a nationwide network and is currently utilized by numerous area agencies.

FLOCK Safety is responsible for acquiring all required permits for placement of the cameras systems in the appropriate Right Of Way (ROW) authorities. The permits have been acquired for all Farmington Hills and Oakland County ROW's.

The attached amendment has been developed and approved by the legal staff's for FLOCK Safety, MDOT and Attorney Steve Joppich' office.

RECOMMENDATION

IT IS RESOLVED THAT the City Council approve that the City be authorized to execute the Amendment to FLOCK Safety Agreement and a Michigan Department of Transportation Resolution for Right-of-Way permitting purposes for the City of Farmington Hills.

Prepared/Authorized by: Chief Jeff King
Police Department

Approved by: Gary Mekjian
City Manager

**AMENDMENT TO AGREEMENT
AND THE CITY OF FARMINGTON HILLS**

The purpose of this Agreement amendment (“Amendment”) is to amend the Agreement between Flock Safety Group (“Flock”) and the City of Farmington Hills, (“Agency”) to include Michigan Department of Transportation (“MDOT”) requirements that are necessary to be included in the Agreement before MDOT will authorize permits for Flock to install license plate reader technology on MDOT roadways within Customer’s municipality. The Agreement is also amended to clarify Flock’s insurance and indemnity requirements. The Parties agree to the terms of this Amendment to enable the Parties to complete the installation of license plate reader project as provided for in the Amendment.

This Amendment will be effective on the date it is signed by both Parties. This Amendment will only modify the terms of the Agreement described below. All other terms and conditions of the Agreement, except as specified herein, shall remain unchanged.

1. Section 7.5 Insurance. The previous wording in this section shall be deleted and replaced with the following:

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. For activities requiring a permit on roads under the jurisdiction of the Michigan Department of Transportation, Flock shall provide a certificate of insurance that includes as a named insured the State of Michigan, the Michigan Transportation Commission, the Michigan Department of Transportation, and all officers, agents, and employees of those governmental bodies performing permit activities for MDOT, and all officers, agents, and employees pursuant to a maintenance contract with MDOT. Certificates of Insurance shall be provided to Agency. Notwithstanding, the scope of Flock’s insurance obligations as it pertains to the aforementioned sentence, is limited to those directly resulting from permitting. Flock shall also name the City of Farmington Hills, its officials, employees and agents as an additional insured on its commercial general liability policy. Flock shall provide a copy of its certificate of insurance to Agency and shall provide Agency with thirty (30) days’ advanced notice of any changes to its insurance.

2. Section 8.3 Responsibility. The previous wording in this section shall be deleted and replaced with the following:

8.3 Responsibility. Each Party to the Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, under the Agreement. Agency will not pursue any claims or actions against Flock’s suppliers. Except for claims arising from the gross negligence or willful misconduct by employees, deputies, officers, or agents of the State of Michigan, the Michigan Transportation Commission or MDOT, Flock shall not

assert any claims against the State of Michigan, the Michigan Transportation Commission or MDOT and all officers, agents and employees thereof, relating to activities under the Agreement, solely as it pertains to the limited scope of permitting activities.

3. Section 8.4 Indemnity: The previous wording in this section shall be deleted and replaced with the following:

8.4 Indemnity. Except as otherwise provided by law, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement. As required by the Michigan Department of Transportation ("MDOT"), for work performed by Flock on roads under the jurisdiction of MDOT, Flock shall hold harmless, indemnify and defend in litigation, the State of Michigan, MDOT and their agents and employees against any claims for damages to public or private property and for injuries to persons arising from the performance of work, performed by Flock, except for claims that result from the negligence of MDOT. This requirement to indemnify MDOT and the State of Michigan remains until Flock achieves final acceptance by Agency of work performed by Flock on roads under MDOT's jurisdiction. Flock shall indemnify and hold harmless Agency against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from a breach of this Amendment, Flock's performance or failure to perform under this Amendment.

4. Section 10.4 Relationship: The previous wording in this section shall be deleted and replaced with the following:

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Any work performed by Flock for Agency will be solely as a contractor to Agency and not as a contractor or agent for MDOT.

The Parties to this Amendment are authorized to bind their respective Parties to its terms.

FLOCK GROUP, Inc.

THE CITY OF FARMINGTON HILLS

Gary Mekjian, City Manager

Date: _____

Date: _____

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____ City of Farmington Hills
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

- 6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

City Manager

Director of Public Services

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____
(Name of Board, etc.)

of the _____ of _____
(Name of MUNICIPALITY) (County)

at a _____ meeting held on the _____ day

of _____ A.D. _____.

Signed

Title

Print Signed Name

How to Delegate Authority to Flock Safety Permitting in the Michigan Permit Gateway (MPG)

Step One: On your home screen, first identify the correct profile in your account that will be assigning delegation authority to Flock Safety. This should be under "Business Individual/Name" in the MPG system. Click on the profile that will be assigning delegation (this should be the PD profile).

Click on Business/Individual Name to Edit Profile Create/Add Profile

Business/Individual Name	Address	Phone Number	Email
Applicant/Contractor Test Screen	1234 test, Lansing, MI, USA 48512		@michigan.gov
New Application-Test-No Fee	123 Test, Test, MI, USA 45646		@michigan.gov
Applicant-Read Only-No Fee	123 Test, Test, NY, USA 48820-1234		@michigan.gov
SCWF-Fee Required	123 Test, Dewitt, MI, USA 48801		@michigan.gov
SCWF-No Fee	123 Test, Dewitt, MI, USA 48820		@michigan.gov
Governmental	123 Test, Lansing, MI, USA 48906		applicantuserid@gmail.com
applicant IDS	8320 Any St, Anytown, MI, USA 85284	(555) 555-5555	applicantuserid@gmail.com
Applicant Individual/Business	123 Tesa Dr, Scott, LA, USA 70583		applicantuserid@gmail.com
Bill Board Company	123 Tesh Rd, Clemmons, NC, USA 27012		applicantuserid@gmail.com
	123 Test Ct, Greensboro, NC, USA 27455		applicantuserid@gmail.com

Page 1 of 2 of 10 View 1 - 10 of 11

Step Two: Scroll down and click on the "Delegate Authority" tab. You will then fill out the following information, as seen below:

Email: permit@flocksafety.com

Verify Email: permit@flocksafety.com

First Name: Permit

Last Name: Manager

Delegation Access Level: Full OR Limited (either will be fine)

See screenshot below:

Governmental (#200100)

To make a payment for a permit application and/or billboard permit renewal click on the "Shopping Cart" link. To obtain a confirmation of current or past payment transactions click on "Receipts" link. Shopping Cart (0) Receipts

Profile Data **Delegate Authority**

Delegate Authority List

Click on a Record to Edit Delegate.

User	First Name *	Last Name	email	Access	Status
	Applicant		applicantuserid@gmail.com	Full	Active

Page 1 of 1 of 10 View 1 - 1 of 1

* = Required Fields

Add Delegate

The email address is case sensitive, so the delegate email must match the e-mail address associated with MiLogin user ID.

*Email **Verify Email**

*First Name **Last Name**

Delegate Access Level

Reset Back/Cancel Save

Step Three: Click on the save button. Once complete, you will have finished the process of delegation.

Governmental (#200100)

To make a payment for a permit application and/or billboard permit renewal click on the "Shopping Cart" link. To obtain a confirmation of current or past payment transactions click on "Receipts" link. **Shopping Cart (0)** **Receipts**

Profile Details **Delegate Authority**

Delegate Authority List

Click on a Record to Edit Delegate

User	First Name *	Last Name	email	Access	Status
	Applicant		applicantuserid@gmail.com	Full	Active

Page 1 of 1 10 View 1 - 1 of 1

* Required Fields

Add Delegate

The e-mail address is case sensitive, so the delegate e-mail must match the e-mail address associated with MLogin user ID

Email: Verify Email:

First Name: Last Name: Delegate Access Level:

Reset Back/Cancel **Save**

Note: The "Save" button is circled in green in the original image.

Please reach out to [REDACTED]@flocksafety if you have any questions.

New Business/Individual User Registration for Accessing MDOT Permit Gateway to Obtain Oversize/Overweight, Construction Right of Way and Billboard Permits

Go to the State of Michigan's website at www.michigan.gov/mdotmpg

Click on:

Apply/Renew Permits

1. Click on "SIGN UP" to set-up a new online account



HELP CONTACT US

Michigan.gov

HELP CONTACT US

MILogin for
Third Party

Login to your account

User ID

Password

LOGIN

SIGN UP

Forgot your User ID? Need Help? Forgot your password?

2. Enter the required fields as indicated below, then Click "NEXT". Be sure to read the "terms and conditions", then check the box indicating you agree to them.

NOTE: State of Michigan employees obtaining a Permit must access MDOT Permit Gateway through MiLogin for Workers website.

Profile Information

Enter your profile information

* Required

* First Name

Middle Initial

* Last Name

Suffix

* Email Address

* Confirm Email Address

* Work Phone Number

Mobile Number

* Verification Question: Which word from list "carload, exact, assail, portfolio" contains the letter "p"?

I agree to the terms & conditions.



NEXT

RESET

3. Fill in the required information, choose your preferred Security Option and click on "CREATE ACCOUNT"

Create Your Account



Security Setup

Provide user id and password information to complete your profile

* Required

* User ID

 ✓

✓ This User ID is available

* Password

 ✓

* Confirm New Password

 ✓

1 User ID guideline:

- Enter your last name, first initial, and any 4 numbers with no space between them. For Example: John Smith and using 9999 as an example for the four digit number, you would enter smithj9999.

Password Guidelines:

- Must be at least 8 characters in length
- Must include characters from 3 of the following categories:
 - Upper case letters (A-Z)
 - Lower case letter (a-z)
 - Numbers (0-9)
 - Special characters (!\$#,%@~^&*~_+=><)
- Should not be one of the last 3 used passwords
- Should not be based on your User ID



* Security Options

To choose your preferred password recovery method(s), please click on the buttons below. Multiple options can be selected.



4. After you have successfully created your account, you can access it by clicking on "LOGIN"

MILogin for Third Party

HOME

Create your account

- 1 ✓ Profile Information
- 2 ✓ Security Setup
- 3 Confirmation

Confirmation

✓ Success

Your account has been successfully created.

LOGIN

5. Click on "Request Access"

MILogin for Third Party

HOME REQUEST ACCESS UPDATE PROFILE SECURITY OPTIONS CHANGE PASSWORD LOGOUT

Home Page

Your password will expire in 365 days

Access your applications by clicking on the application links below

You do not have access to any application. You can request access by clicking on **Request Access** link.

6. Click on "Search Application" and type MDOT Permit Gateway (MPG)

MI Login for Third Party


- HOME
- REQUEST ACCESS
- UPDATE PROFILE
- SECURITY OPTIONS
- CHANGE PASSWORD
- LOGOUT

Request Access

- 1 Search Application
- 2 Additional Information
- 3 Confirmation


Search Application

Search for an application with a keyword or select an agency to view its applications

 **Michigan Department of Transportation (MDOT)**

MDOT Permit Gateway(MPG)

7. Click on MDOT Permit Gateway (MPG) and then click on the "REQUEST ACCESS" button



MDOT Permit Gateway(MPG)

The MDOT Permit Gateway (MPG) is a portal application used by the public to access the permit systems for oversize/overweight vehicle/load, billboards, and construction. MPG is also used to complete the payment process for approved permits.

8. Review information and then click "SUBMIT"

Request Access



Additional Information

Provide following information to submit your access request

* Required

* Email Address

* Work Phone Number

SUBMIT

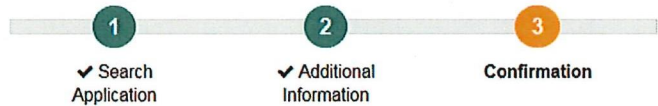
RESET



9. Click on "HOME" button

HOME	REQUEST ACCESS	UPDATE PROFILE	SECURITY OPTIONS	CHANGE PASSWORD	LOGOUT
------	----------------	----------------	------------------	-----------------	--------

Request Access



Confirmation

✓ Success

The request for your access has been successfully submitted.

You will see the updated list of application(s) on your home page once it is processed.

HOME



10. Click on "MDOT Permit Gateway (MPG)"

MILogin for Third Party

HOME

REQUEST ACCESS

UPDATE PROFILE

SECURITY OPTIONS

CHANGE PASSWORD

LOGOUT

Home Page

Your password will expire in 365 days

Access your applications by clicking on the application links below



Michigan Department of Transportation (MDOT)

[MDOT Permit Gateway\(MPG\)](#)

11. Click the link for "My Profile"



Home

[My Profile](#)

Customer Survey

FAQs

Example User

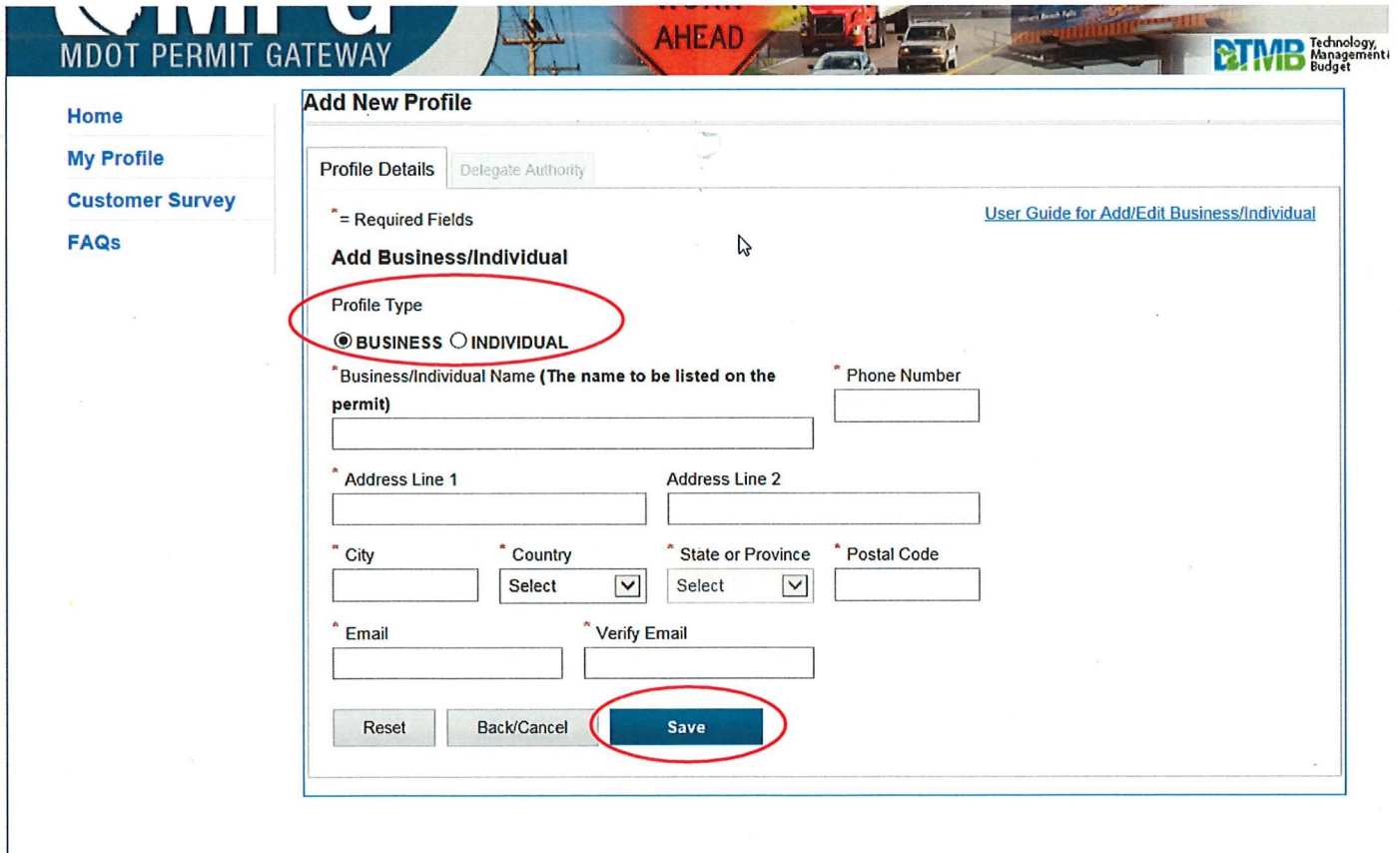
Information

To start the permit application or transfer process, click the My Profile link on the left to create a profile.

12. Click the "Create/Add Profile" button



13. Select the appropriate Profile Type: **Business or Individual: (the name to be listed on the permit)**. Complete the required fields and click the "Save" button



[Home](#)

[My Profile](#)

[Customer Survey](#)

[FAQs](#)

Add New Profile

List of Business/Individual

Click on [Business/Individual Name](#) to Edit Profile.

[Create/Add Profile](#)

Business/Individual Name	Address	Phone Number	Email
[REDACTED]	425 W Ottawa St, Lansing, MI, USA 48933	[REDACTED]	[REDACTED]

View 1 - 1 of 1

To make a payment for a permit application and/or billboard permit renewal click on the "Shopping Cart" link. To obtain a confirmation of current or past payment transactions click on "Receipts" link.

[Shopping Cart \(0\)](#)

[Receipts](#)



The Business/Individual has been added. Please click "Home" to continue.

[Profile Details](#)

[Delegate Authority](#)

* = Required Fields

[User Guide for Add/Edit Business/Individual](#)

Add Business/Individual

Profile Type

BUSINESS INDIVIDUAL

* Business/Individual Name (The name to be listed on the permit) [Change Name](#)

* Phone Number

* Address Line 1

Address Line 2

425 W Ottawa St

* City

* Country

* State or Province

* Postal Code

Lansing

USA

MI

48933

* Email

* Verify Email

14. Click the "Home" button on the left navigation screen, this will take you to the screen below on step 15 where you can access a Permit System (MiTRIP, CPS, or IHAP). *MITRIP customers see note below

The screenshot shows the MPG MDOT Permit Gateway website. At the top right, there are links for "MPG Home", "Logout", and "Contact Us". The main header features the MPG logo and a banner image with a "SIGNAL WORK AHEAD" sign and a truck. Below the header, the "Home" button in the left navigation menu is circled in red. The main content area shows a user profile for "Example User" with links for "Receipts" and "Shopping Cart (0)". There are two dropdown menus: "Example Business Inc." and "Select Permit System", followed by a "Continue" button. Below these are three news items:

Welcome Welcome to the MDOT Permit Gateway!	Posted March 31, 2015
Browser Settings To download the MiTrip Map Control, please go to your browser settings and allow pop-ups.	Posted March 31, 2015
Office Hours Office hours are 7:30 a.m. to 5:00 p.m. Monday through Friday.	Posted March 31, 2015

*Oversize/Overweight (MiTRIP) customers that are using a Permit Service to obtain their permits need to complete step 15 (below) and access the Oversize/Overweight Permitting system (MiTRIP), leave at default "carrier" and click "Submit". By completing this step, the Permit Service can locate your business and obtain a permit for you in the MiTRIP system.

15. In the **second drop down** select the Permit System you need access to, click "Continue" and you will be directed to the selected permit system:

The screenshot shows the MDOT Permit Gateway website. At the top, there is a navigation bar with links for "Welcome," "Home," "Contact Us," and "Logout." The main header features the "MPG MDOT PERMIT GATEWAY" logo on the left and a banner image on the right with the text "your trip begins at michigan" and the "BTMB" logo. Below the header, there is a left sidebar with links for "Home," "My Profile," "Customer Survey," and "FAQs." The main content area is titled "MDOT Permit Gateway" and contains a form. The form has two dropdown menus. The first dropdown is labeled "Business/Individual Name" and is currently empty. The second dropdown is labeled "Permit System" and is open, showing a list of options: "Select Permit System," "Right-of-Way Construction Permit System (CPS)," "Internet Highway Advertising Program (IHAP)," and "Oversize/Overweight Permits (MITRIP)." A red circle highlights the "Permit System" dropdown menu. Below the form, there are buttons for "Shopping Cart (0)" and "Receipts." At the bottom of the page, there is a section with "Test" links and dates: "Test" (Posted March 29, 2016), "MPG Website Information" (Posted July 27, 2015), and "Customer Service" (Posted June 16, 2016).

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – March 25, 2024

SUBJECT: Authorization for Grant Application to the Michigan Department of Transportation (MDOT) Local Bridge Program for the Tuck Road Bridge Replacement.

ADMINISTRATIVE SUMMARY

- The City of Farmington Hills maintains jurisdiction of the Tuck Road Bridge over the Upper Rouge River. This bridge is located between Grand River Avenue and Eight Mile Road.
- This bridge was originally constructed around 1925 with modifications in the 1950s. A 2020 condition assessment performed by the City's as-needed structural engineering consultant indicates that the bridge is nearing the end of its useful life and needs replacement. The City's Capital Improvement Plan also identifies the project as a future need. The preliminary estimate for replacement of the Bridge including design and construction engineering is approximately \$3.2 Million.
- Federal funds are potentially available to offset up to ninety-five percent (95%) of the direct construction costs for this bridge. Typically, funds are provided at an 80% match of the consideration cost with the municipality responsible for 20% as well as all the design and construction engineering. For this project, we anticipate an 80-20 grant with the federal funds approximately \$2,560,000 and the local share being approximately \$640,000 plus the design and construction engineering costs.
- The Michigan Department of Transportation (MDOT) has announced the solicitation of applications for candidate projects for the Local Bridge Program. The current round of funding is for fiscal year 2027.
- MDOT requires that the City Council submit a resolution of support with each grant application.

RECOMMENDATION

IT IS RESOLVED that the Farmington Hills City Council hereby approve the attached resolution supporting the Michigan Department of Transportation (MDOT) Local Bridge Program Grant for the Tuck Road Bridge Replacement.

SUPPORT DOCUMENTATION

Tuck Road crosses over the Upper Branch of the Rouge River between Grand River Avenue and Eight Mile Road. At this location, Tuck Road is a two-lane road asphalt road with a gravel shoulder and guardrail along the limits of the culvert. The culvert has a span of twenty-two (22) feet and meets the classification of a bridge by MDOT's guidelines. The structure was originally built in 1925 and modified in the 1950s. A recent condition assessment of the bridge indicates that it is nearing the end of its useful life and should be scheduled for replacement. The Tuck Road bridge is noted in City's Capital Improvement Plan.

Typically, MDOT has an annual grant program for local agency bridges. We previously applied for this grant in past years but have been unsuccessful. We will however continue to pursue funding opportunities. The Tuck Road bridge replacement meets the eligibility criteria for consideration of funding under this program. The current call for project proposals is due in April 2024 and requires a resolution of support from City Council. If funded, the grant would be available in fiscal year 2027.

Prepared by: Jim Cubera, P.E., City Engineer
Reviewed by: Tammy Gushard, P.E. Interim Director, Public Services
Approval by: Gary M. Mekjian, P.E., City Manager

**CITY OF FARMINGTON HILLS
RESOLUTION FOR MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL
BRIDGE PROGRAM GRANT FOR TUCK ROAD BRIDGE REPLACEMENT**

RESOLUTION NO. _____

At a session of the City Council of the City of Farmington Hills, Oakland County, State of Michigan, from the City Council Chambers on March 25, 2024, at 7:30 o'clock P.M, with those present and absent being:

PRESENT:

ABSENT:

The following resolution was offered by Councilmember _____ and supported by Councilmember _____:

WHEREAS, the City of Farmington Hills is preparing a Local Bridge Program Grant for replacement of the Tuck Road Bridge over the Rouge River,

WHEREAS, Michigan Department of Transportation, Local Bridge funds are available to offset up to 95 percent of the direct construction cost for local agencies bridges,

WHEREAS, the condition of the Tuck Road bridge warrants replacement,

NOW, THEREFORE, BE IT RESOLVED, that the Farmington Hills City Council is hereby in support of the Local Bridge application submittal by the City of Farmington Hills for the purpose of obtaining a Michigan Department of Transportation, Local Bridge Program grant for replacement of the Tuck Road Bridge over the Rouge River for the year 2027.

AYES:

NAYS:

ABSTENTIONS:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

I, City Clerk of the City of Farmington Hills, hereby certify that the foregoing is a true and correct copy of a resolution of the City Council of the City of Farmington Hills, adopted at a regular meeting of said Council held on March 25, 2024, the original of which is on file in my office.

Carly Lindhal, City Clerk
City of Farmington Hills
Oakland County, Michigan



INTEROFFICE CORRESPONDENCE

To: Gary Mekjian, City Manager
From: Ellen Schnackel, Director of Special Services
Subject: Consideration of Employment for Dominic Diego
Date: March 25, 2024

In compliance with the City Charter Article X, Section 10.01 A, we are requesting from the City Council approval to consider for employment the following individual: Dominic Diego, who is related to an employee of the City, Gabriel Diego, who is a Lifeguard for Special Services.

The Department of Special Services has followed all City policies and procedures in establishing an eligibility list of qualified candidates. This includes advertising in the local newspapers, posting on websites and on social media, distribution of job announcements at Farmington Public Schools and Oakland County Community College. A thorough investigation of the applicant's credentials and a personal interview were conducted. Providing applicants are equally qualified, residents receive preference for employment opportunities.

Occasionally we have some difficulty finding qualified applicants for part-time positions because they may require certain qualifications or specialized training/certification and the work hours typically include nights and/or weekends. Therefore, in view of meeting the established criteria and being the most qualified applicant, the Department of Special Services respectfully requests the City Council's approval of Dominic Diego.

Name: Dominic Diego

Position Applied For: Lifeguard

Number of Employees Needed in this Position: 20

Date Position Posted: 11/08/2022

Open Until: Filled

Number of Applicants for this position: 2

Number of Applicants Interviewed: 2

Salary: \$13.50/hr

Relationship: Dominic Diego is the brother of Gabriel Diego who is employed in the Recreation Division of Special Services.

Justification: Dominic Diego is the most qualified applicant and is available to begin work immediately.

Prepared by: Hannah Muth, Recreation Supervisor of Aquatics & Facilities

Authorized by: Ellen Schnackel, Director of Special Services

Approved by: Gary Mekjian, City Manager



INTEROFFICE CORRESPONDENCE

To: Gary Mekjian, City Manager
From: Ellen Schnackel, Director of Special Services
Subject: Consideration of Employment for Noah Whitlow
Date: March 25, 2024

In compliance with the City Charter Article X, Section 10.01 A, we are requesting from the City Council approval to consider for employment the following individual: Noah Whitlow, who is related to an employee of the City, Kristina Whitlow, who is a Guest Services Assistant at The Hawk.

The Department of Special Services has followed all City policies and procedures in establishing an eligibility list of qualified candidates. This includes advertising in the local newspapers, posting on websites and on social media, distribution of job announcements at Farmington Public Schools and Oakland County Community College. A thorough investigation of the applicant's credentials and a personal interview were conducted. Providing applicants are equally qualified, residents receive preference for employment opportunities.

Occasionally we have some difficulty finding qualified applicants for part-time positions because they may require certain qualifications or specialized training/certification and the work hours typically include nights and/or weekends. Therefore, in view of meeting the established criteria and being the most qualified applicant, the Department of Special Services respectfully requests the City Council's approval of Noah Whitlow.

Name: Noah Whitlow
Position Applied For: Building Assistant
Number of Employees Needed in this Position: 8
Date Position Posted: 6/22/2023 Open Until: Filled
Number of Applicants for this position: 8 Number of Applicants Interviewed: 8
Salary: \$13/hr
Relationship: Noah Whitlow is the son of Kristina Whitlow who is employed within Guest Services at The Hawk.
Justification: Noah Whitlow is the most qualified applicant and is available to begin work immediately.

Prepared by: James Vayis, Facilities Supervisor- The Hawk

Authorized by: Ellen Schnackel, Director of Special Services

Approved by: Gary Mekjian, City Manager



INTEROFFICE CORRESPONDENCE

To: Gary Mekjian, City Manager
From: Ellen Schnackel, Director of Special Services
Subject: Consideration of Employment for Timothy Gilley
Date: March 25, 2024

In compliance with the City Charter Article X, Section 10.01 A, we are requesting from the City Council approval to consider for employment the following individual: Timothy Gilley, who is related to an employee of the City, Alayjah Gilley, who is a Building Assistant at The Hawk.

The Department of Special Services has followed all City policies and procedures in establishing an eligibility list of qualified candidates. This includes advertising in the local newspapers, posting on websites and on social media, distribution of job announcements at Farmington Public Schools and Oakland County Community College. A thorough investigation of the applicant's credentials and a personal interview were conducted. Providing applicants are equally qualified, residents receive preference for employment opportunities.

Occasionally we have some difficulty finding qualified applicants for part-time positions because they may require certain qualifications or specialized training/certification and the work hours typically include nights and/or weekends. Therefore, in view of meeting the established criteria and being the most qualified applicant, the Department of Special Services respectfully requests the City Council's approval of Timothy Gilley.

Name: Timothy Gilley

Position Applied For: Building Assistant

Number of Employees Needed in this Position: 8

Date Position Posted: 6/22/2023

Open Until: Filled

Number of Applicants for this position: 8

Number of Applicants Interviewed: 8

Salary: \$14.00/hr.

Relationship: Timothy Gilley is the brother of Alayjah Gilley who is employed as a Building Assistant at The Hawk.

Justification: Timothy Gilley is the most qualified applicant and is available to begin work immediately.

Prepared by: James Vayis, Facilities Supervisor- The Hawk

Authorized by: Ellen Schnackel, Director of Special Services

Approved by: Gary Mekjian, City Manager



INTEROFFICE CORRESPONDENCE

To: Gary Mekjian, City Manager
From: Ellen Schnackel, Director of Special Services
Subject: Consideration of Employment for Joseph Button
Date: March 25, 2024

In compliance with the City Charter Article X, Section 10.01 A, we are requesting from the City Council approval to consider for employment the following individual: Joseph Button, who is related to an employee of the City, John Button, who is a Pro Shop/Cart Attendant for Special Services.

The Department of Special Services has followed all City policies and procedures in establishing an eligibility list of qualified candidates. This includes advertising in the local newspapers, posting on websites and on social media, distribution of job announcements at Farmington Public Schools and Oakland County Community College. A thorough investigation of the applicant's credentials and a personal interview were conducted. Providing applicants are equally qualified, residents receive preference for employment opportunities.

Occasionally we have some difficulty finding qualified applicants for part-time positions because they may require certain qualifications or specialized training/certification and the work hours typically include nights and/or weekends. Therefore, in view of meeting the established criteria and being the most qualified applicant, the Department of Special Services respectfully requests the City Council's approval of Joseph Button.

Name: Joseph Button

Position Applied For: Pro Shop/Cart Attendant

Number of Employees Needed in this Position: 8

Date Position Posted: 03/11/2024

Open Until: Filled

Number of Applicants for this position: 3

Number of Applicants Interviewed: 3

Salary: \$10.90/hr

Relationship: Joseph Button is the son of John Button who is employed in the Golf Division of Special Services

Justification: Joseph Button is the most qualified applicant and is available to begin work immediately.

Prepared by: Jim Priebe, Golf Supervisor

Authorized by: Ellen Schnackel, Director of Special Services

Approved by: Gary Mekjian, City Manager

**MINUTES
CITY OF FARMINGTON HILLS
FARMINGTON HILLS CITY COUNCIL
CITY HALL – COMMUNITY ROOM
MARCH 4, 2024 – 6:00PM**

The study session meeting of the Farmington Hills City Council was called to order by Mayor Rich at 6:03pm

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

Council Members Absent: None

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

ELECTION UPDATE

City Clerk Lindahl provided council with an update of the February 27, 2024, Presidential Primary Election, noting the following:

- Early Voting: Total Votes Cast: 575/ Total Votes Cast - Farmington Hills Voters: 532
- Absent Voter Ballots: Issued: 14,223/Returned/Tabulated: 12,071
- Ballots returned on Election Day: 1,375
- Ballots returned after 5pm on Election Day: 460
- Ballots retrieved from Drop Boxes at 8pm: 187
- Precinct Voters – Election Day: 5,777
- Turnout 28%

She added that with the new legislation, voters may “cure” their absent voter ballot signature up until 5PM the Friday after the election; these are either ballots received without a signature or with a signature that did not match what is in the voter’s QVF profile. Military and overseas ballots can be received up until March 4th as long as they are postmarked on or before Election Day.

Clerk Lindahl noted that the county has completed their canvass and all precinct totals and counting board totals balance without issue.

Mayor Rich asked why the City of Farmington Hills was one of the last communities in Oakland County to fully report results. Clerk Lindahl responded stating that processing the number of ballots that were collected from the city’s drop boxes at 8pm prior to being delivered to the counting board, takes time. There are a number of checks and balances these ballots must go through before they can be tabulated. She stated that the days of being fully reported soon after the polls close are in the past, but Council and the residents of Farmington Hills can be confident that the results that are being submitted are accurate.

ALICE Training

Farmington Hills Police Sergeant Brian Kersanty presented City Council with the classroom portion of ALICE Training.

ADJOURNMENT

The study session meeting adjourned at 7:21pm.

Respectfully submitted,

Carly Lindahl, City Clerk

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
CITY HALL – COUNCIL CHAMBER
MARCH 4, 2024 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Rich at 7:38pm.

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

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Lindahl, Assistant City Manager Mondora, Directors Aranowski, Kettler-Schmult and Skrobola, Police Chief King, and City Attorney Joppich

PLEDGE OF ALLEGIANCE

Brad Heap led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

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

MOTION CARRIED 7-0.

HISTORIC DISTRICT COMMISSION 2023 ANNUAL REPORT PRESENTATION

The Historic District Commission Annual report was provided by the chair, Marleen Tulas.

CORRESPONDENCE

There was no correspondence received.

CONSENT AGENDA

MOTION by Boleware, support by Knol, to approve the consent agenda as read.

Roll Call Vote:

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

Nays: NONE

Absent: NONE

Abstentions: NONE

MOTION CARRIED 7-0.

PUBLIC QUESTIONS AND COMMENTS

The following public comments/questions were made:

Mike Sweeney provided the Emergency Preparedness Tip of the Month.

Jason Tueni, resident, had questions regarding Councils plan to allow the sale cannabis in the city.

Angie Smith spoke about a situation regarding an event with the State Representatives and members of the African American community.

Stacy Jackson, of All Race and Life Matter, spoke about situations of racism in the schools.

Keith Harris, of All Race and Life Matter, stated that this community is dealing with issues, and he does not want to see the community racially divided. He spoke highly of the Farmington Hills Police Department.

Members of the public addressed City Council relative to the ongoing conflict in Gaza and requested that Council issue a resolution calling for a ceasefire in Gaza.

Speakers who signed up in advance included:

Sarah Pitchford
Stacy Kile
Dr. Sophie Alim
Halima Halilovic
Muhammed Halilovic
Pastor Dale Milford
Suhair Ghannam
Melina Peratsakis
Alexandria Peratsakis
Hussnia Peratsakis
Jennah Peratsakis
Pete Peratsakis
Erik Shelley
Rabia Nakadar
Elouise Simeaf
Ember Thompson

J.K., resident, spoke of the pressure that council is getting from the community and that it is not the council's responsibility to take a side and divide the city in half.

Pam Gerald, resident, stated that nothing comes from violence, and just because people do not agree, that is not a reason for harassment.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

Mayor Rich stated that her focus remains on City business, but she is supportive of the Muslim community by way of meeting with the Arab American Chamber of Commerce to discuss how they can bring more business to the community to support residents and business owners, scheduling a swim and gym time for sister's only and appointing Muslim members of the community to boards and commissions.

She mentioned that the State of the Cities address will take place on Wednesday at The Hawk

CITY MANAGER UPDATE

The City Manager Mekjian provided an update on the following:

- SiFi work continues in parts of the city
- Yard Waste will begin the first week of April
- On the Clock NFL Draft event will be held at The Hawk, March 19th at 5:30pm

NEW BUSINESS

CONSIDERATION OF APPROVAL OF THE CAPITAL IMPROVEMENTS PLAN 2024/25-2029/30.

Charmaine Kettler-Schmult, Director of Planning and Community Development, explained that before City Council is the Capital Improvements Plan that is a planning document used to effectively plan capital improvement projects over the term of the plan and feeds to the budget document. The Planning Commission adopted the plan at their meeting of February 15, 2024.

MOTION by Bridges, support by Aldred, that the City Council of Farmington Hills hereby accepts the 2024/2025 – 2029/2030 Capital Improvements Plan.

MOTION CARRIED 7-0.

CONSIDERATION OF APPROVAL OF RESOLUTIONS ESTABLISHING AD-HOC SUB-COMMITTEES.

Mayor Rich explained that these subcommittees were part of the discussion during City Councils goals session with the purpose of moving their goals for 2024 forward sooner.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

**RESOLUTION ESTABLISHING THE FARMINGTON HILLS
CITY COUNCIL MISSION AND VISION STATEMENT
AD-HOC SUB-COMMITTEE**

RESOLUTION NO. R-38-24

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held on March 4, 2024, at 7:30 o'clock p.m., Eastern Daylight Savings Time, with those present and absent being,

PRESENT: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL, AND RICH
ABSENT: NONE

the following preamble and resolution were offered by Councilmember Bridges and supported by Councilmember Boleware:

WHEREAS, at its Study Session on February 5, 2024, the Farmington Hills City Council discussed the establishment of an ad hoc temporary workgroup sub-committee consisting of up to three Councilmembers for purposes of researching, studying, drafting, and otherwise assisting City Council in its consideration and possible adoption of a City of Farmington Hills mission and vision statement; and

WHEREAS, City Council desires to proceed with establishing such a sub-committee at this time.

NOW, THEREFORE, BE IT IS HEREBY RESOLVED by the City Council of the City of Farmington Hills as follows:

- 1) The Farmington Hills City Council Mission and Vision Statement Ad-Hoc Sub-Committee (“Mission and Vision Statement Sub-Committee”) is established for the purposes of researching, studying, and

preparing a draft City of Farmington Hills mission and vision statement, or alternative draft statements, for consideration and possible adoption by City Council. The Mission and Vision Statement Sub-Committee is not to vote on or make any decisions or commitments as to such matters.

- 2) Mayor Rich and Councilmember Bridges are appointed to the Mission and Vision Statement Sub-Committee.
- 3) The City Manager shall designate members of City staff with knowledge and information relevant to the above-stated purpose and objectives to attend meetings of the Mission and Vision Statement Sub-Committee and otherwise assist in its efforts. The City Clerk and City Attorney shall also attend meetings and provide information and assistance to the Mission and Vision Statement Sub-Committee upon its request.
- 4) Upon completing its above-stated purpose and objectives, and at any other time City Council requests or members of the subcommittee desire, the Mission and Vision Statement Sub-Committee shall report its progress and results to City Council.
- 3) The Mission and Vision Statement Sub-Committee shall meet as necessary to complete its tasks within the time frame established under this resolution. The Mission and Vision Statement Sub-Committee shall, with the assistance of the City Administration, keep a record of its meetings, information, and efforts.
- 4) The Mission and Vision Statement Sub-Committee shall expire 24 months/2 years from the date of adoption of this Resolution, unless its term is extended by City Council.
- 5) Pursuant to City Code Section 2-128, the provisions of City Code, Chapter 2, Article IV, Division 1 shall not apply to the Mission and Vision Statement Sub-Committee.

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

NAYES: NONE

ABSENT: NONE

ABSTENTIONS: NONE

RESOLUTION DECLARED ADOPTED MARCH 4, 2024.

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

RESOLUTION ESTABLISHING THE FARMINGTON HILLS
CITY COUNCIL COMMUNITY MENTAL HEALTH
AD-HOC SUB-COMMITTEE

RESOLUTION NO. R-39-24

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held on March 4, 2024, at 7:30 o'clock p.m., Eastern Daylight Savings Time, with those present and absent being,

PRESENT: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, KNOL, AND RICH
ABSENT: NONE

the following preamble and resolution were offered by Councilmember Boleware and supported by Councilmember Bridges:

WHEREAS, at its Study Session on February 5, 2024, the Farmington Hills City Council discussed the establishment of an ad hoc temporary workgroup sub-committee consisting of up to three Councilmembers for purposes of researching, studying, gathering information, exploring possible City-sponsored symposiums, and communicating with the City of Farmington and Farmington Public Schools regarding mental health issues affecting residents, City employees, and others in the City of Farmington Hills; and

WHEREAS, City Council desires to proceed with establishing such a sub-committee at this time.

NOW, THEREFORE, BE IT IS HEREBY RESOLVED by the City Council of the City of Farmington Hills as follows:

- 1) The Farmington Hills City Council Community Mental Health Ad-Hoc Sub-Committee (“Community Mental Health Sub-Committee”) is established for the purposes of: (1) researching, studying, and gathering information relating to mental health issues affecting residents, City employees, and others in the City of Farmington Hills; (2) exploring and identifying concepts for one or more mental health symposiums that would be open to the public in the City (or cities) regarding such issues; and (3) communicating with and gathering information from the City of Farmington and Farmington Public Schools regarding such issues and symposium(s). The Community Mental Health Sub-Committee is not to vote on or make any decisions or commitments as to such matters.
- 2) Mayor Rich and Councilmember Boleware are appointed to the Community Mental Health Sub-Committee.
- 3) The City Manager shall designate members of City staff with knowledge and information relevant to the above-stated purpose and objectives to attend meetings of the Community Mental Health Sub-Committee and otherwise assist in its efforts. The City Clerk and City Attorney shall also attend meetings and provide information and assistance to the Community Mental Health Sub-Committee upon its request.
- 4) Upon completing its above-stated purpose and objectives, and at any other time City Council requests or members of the subcommittee desire, the Community Mental Health Sub-Committee shall report its progress and results to City Council.
- 5) The Community Mental Health Sub-Committee shall meet as necessary to complete its tasks within the time frame established under this resolution. The Community Mental Health Sub-Committee shall, with the assistance of the City Administration, keep a record of its meetings, information, and efforts.

Boards and Commissions:

Beautification Commission

Dr. Robert Levine	Length of Term: Unexpired Term	Term ending: February 1, 2025
-------------------	--	---

Dr. Levine, who currently serves as an alternate will now fill the regular vacancy left by Katherine Massey who resigned December 2023.

JoAnn Rowland	Length of Term: Unexpired Term	Term ending: February 1, 2025
---------------	--	---

JoAnn will fill the regular vacancy left by Sherry Jones who resigned.

Historical Commission

Joe Derek	Length of Term: 3 years	Term ending: February 1, 2027
-----------	-----------------------------------	---

Joe will fill the regular vacancy left by Michael Mathis who resigned May 2022.

Water Systems Advisory Council

Joseph Del Morone	Length of Term: Unexpired Term	Term ending: February 1, 2025
-------------------	--	---

Joseph will fill the regular vacancy left by Mike Pucher who resigned February 2024.

Commission on Community Health

Farah Khan	Length of Term: 3 years	Term ending: February 1, 2027
------------	-----------------------------------	---

Farah will fill the regular vacancy left by Jeanette Carney who resigned.

MOTION CARRIED 7-0.

CONSENT AGENDA

RECOMMENDED APPROVAL OF ADOPTION OF REVISED ENGINEERING DESIGN STANDARDS FOR SITE DEVELOPMENT AND REDEVELOPMENT. CMR 3-24-16

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby adopts the revisions to Engineering Design Standards for Site Development and Redevelopment.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF THE PLANNING COMMISSION ANNUAL REPORT 2023.

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby

accepts the Planning Commission 2023 Annual Report.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF PURCHASE OF MOTOROLA MOBILE RADIOS AND ACCESSORIES TO MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$16,988.17. CMR 3-24-17

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase order to Motorola Solutions Inc. for two (2) Mobile Radio and accessories in the amount of \$16,988.17.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF AWARD OF CONTRACT FOR THE 2024 LOCAL ROADS ASPHALT REHABILITATION PROJECT – RAMBLE HILLS AND WINDWOOD POINTE SUBDIVISIONS TO NAGLE PAVING COMPANY, IN THE AMOUNT OF \$1,493,399.43. CMR 3-24-18

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby approves the award of the 2024 Local Roads Asphalt Rehabilitation Project – Ramble Hills and Windwood Pointe Subdivisions to the lowest competent bidder, Nagle Paving Company, in the amount of \$1,493,399.43, and

IT IS FURTHER RESOLVED, that the City Council authorizes the City Manager and City Clerk to execute the contract on behalf of the City.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF AWARD OF CONTRACT FOR THE 11 MILE ROAD RECONSTRUCTION PROJECT FROM FARMINGTON ROAD TO ORCHARD LAKE ROAD TO SPRINGLINE EXCAVATING LLC, IN THE AMOUNT OF \$4,444,990.96. CMR 3-24-19

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby approves the award of the 11 Mile Road Reconstruction Project from Farmington Road to Orchard Lake Road to the lowest competent bidder, Springline Excavating LLC, in the amount of \$4,444,990.96; and

IT IS FURTHER RESOLVED, that the City Council authorizes the City Manager and City Clerk to execute the contract on behalf of the City.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF AWARD OF CONTRACT FOR THE HERITAGE HILLS AND WEDGWOOD COMMONS SUBDIVISION ROAD RECONSTRUCTION PROJECT, PHASE IV TO FLORENCE CEMENT COMPANY IN THE AMOUNT OF \$6,072,964.30. CMR 3-24-20

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby approves the award of the Heritage Hills and Wedgwood Common Subdivision Road Reconstruction Project, Phase IV to Florence Cement Company in the amount of \$6,072,964.30.

IT IS FURTHER RESOLVED, that the City Council authorizes the City Manager and City Clerk to execute the contract on behalf of the City.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF AWARD OF CONTRACT FOR THE FARMINGTON FREEWAY INDUSTRIAL PARK RECONSTRUCTION PROJECT - PHASE 3 TO HARD ROCK CONCRETE, INC. IN THE AMOUNT OF \$3,464,121.46. CMR 3-24-21

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby approves the award of the Farmington Freeway Industrial Park Phase 3 – Industrial Park Drive and Industrial Park Court Reconstruction Project to the lowest competent bidder, Hard Rock Concrete, Inc. in the amount of \$3,464,121.46; and

IT IS FURTHER RESOLVED, that the City Council authorizes the City Manager and City Clerk to execute the contract on behalf of the City.

Roll Call Vote:

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

Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF AWARD OF CONTRACT FOR THE MUER COVE AND MIRLON, SOUTH OF THE MINNOW POND DRAIN, GRAVEL ROAD CONVERSION PROJECT TO SPRINGLINE EXCAVATING LLC, IN THE AMOUNT OF \$858,635.15. CMR 3-24-22

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby approves the award of the Muer Cove and Mirlon, South of the Minnow Pond Drain, Gravel Road Conversion Project to the lowest competent bidder, Springline Excavating LLC, in the amount of \$858,635.15; and

IT IS FURTHER RESOLVED, that the City Council authorizes the City Manager and City Clerk to execute the contract on behalf of the City.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF CITY COUNCIL STUDY SESSION MEETING MINUTES OF FEBRUARY 5, 2024.

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby approves the study session meeting minutes of February 5, 2024.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF CITY COUNCIL REGULAR SESSION MEETING MINUTES OF FEBRUARY 5, 2024.

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby approves the regular session meeting minutes of February 5, 2024.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF CITY COUNCIL STUDY SESSION MEETING MINUTES OF FEBRUARY 12, 2024.

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby approves the study session meeting minutes of February 12, 2024.

Roll Call Vote:

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

MOTION CARRIED 7-0.

RECOMMENDED APPROVAL OF CITY COUNCIL REGULAR SESSION MEETING MINUTES OF FEBRUARY 12, 2024.

MOTION by Boleware, support by Knol, that the City Council of Farmington Hills hereby approves the regular session meeting minutes of February 12, 2024.

Roll Call Vote:

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

MOTION CARRIED 7-0.

CLOSED SESSION

CONSIDERATION OF APPROVAL TO ENTER INTO A CLOSED SESSION TO DISCUSS AN EMPLOYEE REQUESTED REVIEW FOR GARY MEKJIAN, CITY MANAGER. (NOTE: COUNCIL WILL RETURN TO OPEN SESSION IMMEDIATELY FOLLOWING THE CLOSED SESSION TO TAKE ACTION IF NEEDED AND TO CLOSE THE MEETING).

MOTION by Bridges, support by Knol, that the City Council of Farmington Hills hereby approves entering into a closed session to discuss an employee requested review for Gary Mekjian, City Manager.

Roll Call Vote:

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

MOTION CARRIED 7-0.

Council entered back into regular session immediately following the closed session at 11:22pm.

ADJOURNMENT

MOTION by Aldred, support by Dwyer, to adjourn the regular session City Council meeting at 11:23pm.

Respectfully submitted,

Carly Lindahl, City Clerk