

**AGENDA**  
**CITY COUNCIL STUDY SESSION**  
**DECEMBER 9, 2024 – 6:00PM**  
**CITY OF FARMINGTON HILLS**  
**CITY HALL – COMMUNITY ROOM**  
**31555 W ELEVEN MILE ROAD**  
**FARMINGTON HILLS, MICHIGAN**  
**Telephone: 248-871-2410 Website: [www.fhgov.com](http://www.fhgov.com)**

1. Call Study Session to Order
2. Roll Call
3. Discussion on the [Use of City Facilities Policy](#)
4. [Innovation, Energy, and Environmental Sustainability \(IEES\) Ad-Hoc Subcommittee Report](#)
5. Presentation by SiFi Networks
6. Adjourn Study Session

Respectfully submitted,

Carly Lindahl, City Clerk

Reviewed by:

Karen Mondora, Assistant 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.



TO: City Council

FROM: Carly Lindahl, City Clerk

DATE: December 9, 2024

SUBJECT: Use of City Facilities Policy – City Hall Meeting Rooms

Election law changes in recent years have required significant changes to the way that the City Clerk's office has utilized City Hall. Given the space and after hours' time that is required for the Clerk's Office to prepare for and administer elections at City Hall, particularly in busy election years, I am requesting that City Council consider reviewing, and possibly revising, the Use of City Facilities Policy as it pertains to room rentals within City Hall.

*Perceptions in today's elections environment:*

- The Council Chambers, City Hall corridors, the City Clerk's Office, as well as other areas at City Hall may be utilized for significant election activities during about 160-200 days per year (up to four elections and 40 days before and potentially weeks after each election). City Hall is an official polling place for absent voter ballots during every election cycle, and it is also a place for voters to register 365 days a year.
- Currently, the Council Chambers and City Hall meeting rooms are allowed to be used for meetings, events, and gatherings by political parties. For individuals of one party visiting City Hall for election-related matters to see areas being used by opposing political parties, could lead to negative misperceptions of the City as being biased, or worse, in today's elections environment. Visitors won't know and might not assume that both parties are equally allowed to use the rooms.
- The Clerk's Office offers extended hours to voters for each election and if there is a political group using one of the rooms, I have attempted to adjust my hours for voters accordingly so that they are not in the building at the same time as the political group.
- There are many legal deadlines when it comes to elections, and if I have to cancel or relocate a group so I can access a particular space, it may look unfair when other groups have not been asked to relocate or cancel their meeting/event.

*Security concerns:*

- While there have been no incidents of security breaches, many of the meetings and events occur after hours and are unmonitored. With all the costly new audio, visual, and electronic upgrades to the Council Chambers and Community Room, there is concern about misuse and possible inadvertent damage to the programming, electronics, and/or physical equipment by the private groups trying to use this equipment.

- During the election periods described above, there is also election equipment in many of these rooms, and election equipment is also stored year-round at City Hall. This gets back to the perception that people could be tampering with the equipment.

*Enforcement of rules is challenging:*

- Some groups ignore rules by bringing in food and committing other violations. Others challenge and ridicule City management and City Council when rules prohibiting food or religious activities are enforced.

*Other venues are now available:*

- When the City originally made its City Hall meeting rooms and Council Chambers available for the free use by various community groups and organizations, there were not many other available public facilities for such purposes. Today, however, we have an extensive array of public facilities that are available to these groups, namely Fire Station No. 5 Multi-Purpose Room, Spicer House, and both libraries have no-charge meeting rooms. There are also numerous low-cost facilities that are available at The Hawk, Costick Center, John Grant, and other locations around town.

*Consideration:*

- I ask that Council consider amending the Use of City Facilities Policy, as it pertains to rooms rentals, to eliminate all outside groups from using rooms at City Hall. Usage would be restricted to City usage and official City Boards and Commissions.
- Staff will work with those groups affected to find other locations that meet their needs.

In addition to the above concerns about City Hall meeting rooms, both the Special Services Department and City Attorney have identified a number of other provisions in the Use of City Facilities Policy that could use some clarifications and updating, based on current circumstances. Some examples include the following:

- The placement of different types of signs in and around City Hall and other facilities. The City never had an issue with this until the series of Council meetings earlier this year, when protesters at meetings found gray areas in the Policy's current sign prohibition language. As Council knows, the Council Meeting Rules were amended to address this issue, but the Use of City Facilities Policies should also be adjusted to read consistently with those Meeting Rules.
- Prior to the August Primary Election, circulators of petitions for the marijuana ballot proposal appeared at various City facilities to solicit signatures. The current Policy addressed most of these circumstances adequately, but there we noted and have discussed some circumstances that could be addressed with more clarity in the Policy, e.g., locations for petition circulators in parks during City-sponsored events.
- It was noted recently that a part of the Policy regulations applicable to The Hawk do not mirror the provisions applicable to other similar City facilities. Although this is not a major issue, adjustments to this part of the Policy will avoid confusion and make the Policy read more consistently.

# **City of Farmington Hills**

## **Use of City Facilities Policy**

Amended through September 23, 2024

**City of Farmington Hills**  
**Use of City Facilities Policy**

**(Amended through September 23, 2024)**

**Index**

I.	Purpose and Objective.....	1
II.	Definitions.....	1
	A. Facility Manager.....	1
	B. Limited Public Forum.....	1
	C. Non-Public Forum.....	1
	D. User Representative.....	2
	E. User.....	2
	F. Traditional Public Forum.....	2
III.	General Application Procedures and Disclosures and Reservation of Rights for all City Facilities.....	2
	A. Application Required.....	2
	B. Discretion to Deny Application.....	2
	C. Events of Minors.....	2
	D. Insurance.....	3
	E. First Aid.....	3
	F. Gratuities.....	3
	G. Assignment/Transfer.....	3
	H. Right of Inspection and Control.....	3
	I. Damage to Facility.....	3
	J. Personal Property.....	3
	K. Hold Harmless and Indemnification Agreement.....	4
	L. Cancellation.....	4
	M. Policy Enforcement / Penalties.....	4
	N. City Sponsored Events.....	5
	O. Fees.....	5
	P. Exceptions to Policy.....	5
IV.	General Regulations for All City Facilities.....	5
	A. Compliance with Laws and Policies.....	5
	B. Prohibited Uses.....	5
	C. Notice/Control of Renter’s Invitees.....	5
	D. Non-Interference with Facility.....	5
	E. Room Capacities.....	6
	F. Maintenance and Clean-Up.....	6
	G. Prohibited Items.....	6
	H. Control of Children.....	6
	I. Alcoholic Beverages.....	6
	J. Paper Goods.....	6
	K. Equipment.....	6
	L. Non-Smoking Policy.....	6
	M. Animals.....	6

City of Farmington Hills  
 Use of City Facilities Policy

- N. Signs..... 7
- O. Food and Beverage Sales..... 7
- P. Merchandise Sales..... 7
- Q. Reservation of City’s Rights..... 7
  
- V. Political and Fundraising Activities in City-Owned Buildings and on City-Owned Properties ..... 7
  - A. General Policy..... 7
  - B. Political Campaign Events and Fundraisers.. ..... 7
  - C. Campaign Finance Law..... 7
  - D. Government Officials in their Official Capacities..... 7
  - E. After-Hours Meetings with Government Officials..... 7
  - F. Signature Gathering..... 8
  - G. Political Fundraisers..... 8
  
- VI. Religious or Faith-Based Uses of City Facilities..... 8
  - A. Religious Services / Regular Worship..... 8
  - B. Faith-Based Groups and Incidental Faith-Based Activities..... 9
  
- VII. Facility-Specific Regulations..... 9
  - A. No-Fee Rental Facilities..... 9
    - 1. City Hall Meeting Rooms (Excluding Council Chambers)..... 9
      - a. Forum Designation and Permitted Uses..... 9
      - b. Facility Manager..... 9
      - c. Priority..... 9
      - d. Availability..... 10
      - e. Open to Public..... 10
      - f. Political Uses..... 10
      - g. Prohibited Uses..... 10
      - h. Food and Beverage..... 10
    - 2. City Hall Council Chambers..... 10
      - a. Forum Designation and Permitted Uses..... 10
      - b. Facility Manager: ..... 10
      - c. Priority..... 10
      - d. Availability..... 11
      - e. Open to Public..... 11
      - f. Political Uses..... 11
      - g. Prohibited Uses.. ..... 11
      - h. Food and Beverage..... 11
    - 3. Fire Department Headquarters (Station #5) Community Rooms..... 11
      - a. Forum Designation and Permitted Uses..... 11
      - b. Facility Manager..... 12
      - c. Priority..... 12
      - d. Availability..... 12
      - e. Open to Public..... 12
      - f. Political Uses..... 12

City of Farmington Hills  
 Use of City Facilities Policy

g.	Prohibited Uses..	12
h.	Food and Beverage.....	12
4.	Spicer House.....	12
a.	Forum Designation and Permitted Uses.....	13
b.	Facility Manager.....	13
c.	Open to Public.....	13
d.	Prohibited Uses.....	13
e.	Food and Beverage.....	14
B.	Fee-Based Rental Facilities.....	14
1.	Costick Activities Center.....	14
a.	Forum Designation and Permitted Activities.....	14
b.	Facility Manager.....	14
c.	Scope of Use.....	14
d.	Political Uses.....	14
e.	Religious Uses.....	14
f.	Fees.....	15
g.	Food and Beverage.....	15
h.	Payment Terms.....	15
i.	Cancellation and Refund.....	15
2.	Jon Grant Community Center.....	15
a.	Forum Designation and Permitted Uses.....	15
b.	Facility Manager. Applications shall be made to the Department of Special Services.....	16
c.	Scope of Use.....	16
d.	Political Uses.....	16
e.	Religious Uses.....	16
f.	Food and Beverage.....	16
g.	Fees.....	16
h.	Payment Terms.....	16
i.	Cancellation and Refund.....	16
3.	Longacre House.....	17
a.	Forum Designation and Permitted Uses.....	17
b.	Facility Manager.....	17
c.	Usage Minimum.....	17
d.	Fees.....	17
e.	Food and Beverage.....	17
f.	Payment Terms.....	17
g.	Cancellation and Refund.....	18
4.	Farmington Hills Ice Arena.....	18
a.	Forum Designation and Permitted Uses.....	18
b.	Facility Manager.....	18
c.	Scope of Use.....	18
d.	Political Uses.....	18
e.	Cancellation and Refund.....	19

City of Farmington Hills  
 Use of City Facilities Policy

f.	Ice Surface Rental Rules and Regulations.....	19
5.	The Hawk.....	20
a.	Forum Designation and Permitted Activities.....	20
b.	Facility Manager.....	21
c.	Scope of Use.....	21
d.	Political Uses.....	21
e.	Religious Uses.....	21
f.	Fees.....	21
g.	Food and Beverage.....	21
h.	Payment Terms.....	21
i.	Cancellation and Refund.....	21
C.	Parks.....	22
1.	Forum Designation and Permitted Uses.....	22
2.	Facility Manager.....	22
3.	Scope of Use.....	22
4.	Fee-Based Reservation Park Facilities.....	22
a.	Heritage Park Shelter-Specific Rules and Regulations:.....	22
b.	Stables Art Studio, Caretakers Farmhouse, Day Camp/Nature Center/Riley Archery Range and Skate Park.....	23
c.	Fields (Games and Practices).....	24
d.	Fields (Tournaments).....	25
D.	Facilities Not Available for Use by Outside Groups/Individuals. T.....	26
1.	Fire Stations 1, 2, and 4.....	26
2.	Fire Station 3 (to the extent that it is separated from the Jon Grant Community Center).....	26
3.	Police Department Building.....	26
4.	47 <sup>th</sup> District Court.....	26
5.	Department of Public Works Facility (including outbuildings).....	26
6.	Farmington Hills Golf Club, except for golf outing fundraisers.....	26
7.	Park and Golf Maintenance Facility.....	27
8.	Amphitheater at Heritage Park.....	27
9.	Any other facility not identified in this Policy as a Traditional Public Forum or Limited Public Forum.....	27
VIII.	Repealer, Conflicts, and Severability.....	27
A.	Prior Facility Use Policies Repealed.....	27
B.	Conflicts.....	27
C.	Severability.....	27



I. Purpose and Objective.

The City of Farmington Hills' facilities include community rooms, parks, parking lots, recreation areas, banquet facilities and other government buildings and facilities. The intent of this Policy is to establish uniform procedures for the use of City facilities, to provide sufficient forums for gathering and expression of speech, to identify the purposes of City facilities, to ensure the efficient uninterrupted administration of the City government and City facilities and their premises, and to ensure the enjoyment of City facilities by all users. To the extent that this Policy regulates First Amendment activity, it is not the intent of this Policy to allow uniformity of expressive conduct at all locations, or within all areas of a specific location. Any attempt to limit the use of a forum is not intended to silence speech or engage in prohibiting expressive conduct based upon its content.

II. Definitions. As used in this Policy, the following terms are intended to have the following specified meanings:

- A. Facility Manager. The Facility Manager shall be the department responsible for processing applications and enforcing this Policy in relation to any City facility, as identified in Section VII of this Policy. The term shall include any specific individual(s), including but not limited to an on-site facility manager, designated by the department as the City's or facility's contact person for matters relating to the facility rental including but not limited to cancellations and special requests identified in this Policy as requiring the Facility Manager's permission.
- B. Limited Public Forum. Any City facility, City-owned property, or portion thereof that is not within the definition of a Traditional Public Forum, but which has been expressly designated in this Policy as a Limited Public Forum for specific purposes identified in this Policy. It is the intent of this Policy that, where a portion of a facility or property is designated as a Limited Public Forum, that designation shall be narrowly-construed as applying only to the identified portion of the facility or property, and is not intended to transform the property as a whole or any other portion of the facility or its premises (e.g. common hallways, lobbies, and sidewalks and parking lots that are not part of the City's general transportation network) into either a limited or Traditional Public Forum.
- C. Non-Public Forum. Any City facility, City-owned property, or portion thereof that is not within the definition of a Traditional Public Forum, and which has not expressly been designated in this Policy as a Limited Public Forum. It is the intent of this Policy that Non-Public Forums are not to be the site of any activity or use by non-City individuals or entities for purposes unrelated to the purpose for which the facility or property exists. To the extent that this Policy and/or City Ordinances regulate First Amendment Activity in Non-Public Forums, such regulations are intended as reasonable regulations to promote the efficient and undisturbed use of the forum for its intended purpose.

City of Farmington Hills  
Use of City Facilities Policy

- D. User Representative. The person who is identified in a facility's usage application, arranges the reservation of a facility, and/or who is otherwise the primary contact for a User.
  - E. User. Any individual, group, organization or other entity that has arranged for the use of a City facility, whether through reservation, usage agreement, or other means, and regardless of whether the facility is a fee-based or non-fee-based facility.
  - F. Traditional Public Forum. City parks (to the extent that they are open-air and not designated for specific uses such as sports fields and reservation-based picnic shelters), and public streets and public sidewalks that are part of the City's general transportation network are recognized as Traditional Public Forums. These properties are open to a broad range of expressive purposes consistent with applicable state and federal law. To the extent that this Policy and/or City Ordinances regulate activities within Traditional Public Forums, such regulations are intended only to reasonably regulate the time, place, and manner of activities within the forums as permitted under relevant law.
- III. General Application Procedures and Disclosures and Reservation of Rights for all City Facilities. Unless otherwise stated in this Policy, these General Procedures shall apply to all City of Farmington Hills facilities. Where a procedure for a specific facility elsewhere in this Policy conflicts with or expands upon a General Procedure, the facility-specific procedure shall control.
- A. Application Required. No User may use a City facility without requesting and scheduling said facility through the appropriate Facility Manager for the facility as designated in Part VII, at least 24 hours in advance of the date of use, with a signed and completed application form delivered in person, by e-mail, online, or by fax.
  - B. Discretion to Deny Application. The City, at its sole discretion, reserves the right to limit and/or deny requests for meetings, parties, or other events. In reviewing a request, the City shall consider factors including, but not limited to: (a) the applicant's history of compliance with facility use policies; (b) the conformity of the application to this Policy and all other applicable policies, ordinances, laws, and regulations; (c) whether using the facility as proposed would threaten public health, safety, or welfare, based on factors including but not limited to the ability to manage crowds at the facility, expected public interest, need to maintain order due to expected protests at the event; (d) the consistency of the proposed use with the purposes for which the room is designed and intended, such as but not limited to the size, dimensions and existing furniture, fixtures and equipment in the room; (e) the availability of the room or facility; (e) whether the proposed use would conflict with the administration or needs of, or uses by, the City government; and (g) any other factor deemed relevant by the Facility Manager of the facility involved.
  - C. Events of Minors. The City reserves the right to limit and/or deny requests for meetings, parties, or other events of minors. If an application is approved for such

City of Farmington Hills  
Use of City Facilities Policy

an event, the application must be signed by a responsible party who is over 21 years of age, and one chaperone over 21 years of age must be provided for every 8 minors.

- D. Insurance. The City of Farmington Hills does not provide individual accident and health insurance for use of its facilities. Groups or individuals using facilities may be required to procure and maintain a General Liability insurance Policy, at its sole cost and expense, for any death or injuries to persons or loss or damage to property that may arise from or in connection with its use of the facility and the activities associated with it, to supply a certificate of such insurance to the City, and to name on such policy the City of Farmington Hills as an additional insured. Minimum acceptable limits of such insurance will be \$1 million each occurrence and \$1 million aggregate. The City of Farmington Hills must receive Policy verification including dates of coverage and financial limits for the event at least 30 days prior to the first rental date.
- E. First Aid. No on-site medical treatment is available at City facilities. First aid is the direct responsibility of any User of City facilities.
- F. Gratuities. City facility personnel are not allowed to accept gratuities.
- G. Assignment/Transfer. No usage, usage agreement, permit, or facility reservation shall be assigned or transferred without the City's consent.
- H. Right of Inspection and Control. The City reserves the right to inspect and control all events, private parties, meetings and receptions held on its premise. The User shall be responsible for paying the City the costs of replacement for any and all destroyed, damaged or missing facility property caused by User's guests, independent contractors, User, User's agent or any person on User's behalf. The User is responsible to reimburse the City for all fees and costs incurred by the City should additional City staff be required to control the User's event.
- I. Damage to Facility. Any damages to the building and/or grounds will be charged to the User or User Representative that signed the agreement. The User or User Representative is responsible for checking the room for damages and cleanup in a manner that is acceptable to the City.
- J. Personal Property. The City shall not be responsible and assumes no liability for lost or stolen equipment, personal property, merchandise, money, personal effects, and goods at a City facility. The safekeeping and protection from theft or damage of all equipment, personal property, merchandise, money, personal effects, and goods brought onto the premises of a City facility shall be solely the responsibility of the User of the facility and the owner of the personal money, effects and goods. The City will assume no liability for any equipment, personal property, merchandise, money, personal effects, and goods left in a City facility or for any damages to such items if they are moved, cleaned or stored by our employees in the performance of their duties.

City of Farmington Hills  
Use of City Facilities Policy

- K. Hold Harmless and Indemnification Agreement. The User Representative and the User they represent shall pay on behalf of, indemnify, and hold harmless the City of Farmington Hills, its elected and appointed officials employees, and volunteers and others working on behalf of the City of Farmington Hills, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Farmington Hills, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Farmington Hills, by reason of personal injury, including bodily injury or death and/or property damages, including loss of use thereof, which arises out of or is in any way connected or associated with the use of a City of Farmington Hills facility. Where a facility requires a written agreement, a hold harmless and indemnification provision that consists of language substantially similar to that of this paragraph shall be included in the signed agreement.
- L. Cancellation. The City of Farmington Hills reserves the right to accept, reject, or cancel any event, use, usage agreement, or reservation for any reason and in its sole discretion. If a facility is mistakenly scheduled for more than one event, use, or reservation of a City facility at the same time, the Facility Manager or their designated representative shall contact each party involved to identify the mistake and ascertain whether any party will voluntarily agree to reschedule, and if not then the Facility Manager shall, in their discretion, decide which party's event, use, usage agreement, or reservation is cancelled. If an event, use, usage agreement, or reservation must be cancelled due to a scheduling mistake as described above or circumstances beyond the control of the City of Farmington Hills, including but not limited to weather, loss of utilities, civil unrest, or other uncontrollable happenstance, the event will be rescheduled at the earliest convenience of all parties. If a usage fee has been paid in connection with an event use, or reservation must be cancelled due to a scheduling mistake by the City as described above or cancellation by the City for any reason (other than circumstances beyond the City's control) and the event, use, or reservation cannot be rescheduled for any reason, the City shall refund such usage fees to the User, which shall be the full extent of any obligation or liability of the City in connection with such cancellation. The City shall not be obligated, liable or responsible for payment of any amounts or damages for losses due, directly or indirectly, to a cancellation incurred by a User (other than a refund, if applicable), User Representative, any person, guest, vendor or contractor associated with the event, use, reservation, rental, or usage agreement, or any other third party. If a User or User's Representative cancels an event or use, the City will not refund any fees, except as may be otherwise specifically allowed in this Policy. Where a facility requires a written usage agreement, a cancellation provision that consists of language substantially similar to that of this paragraph shall be included in the signed agreement.
- M. Policy Enforcement / Penalties. Failure to comply with this Policy may result in all or any of the following: forfeiture of some or all of the security deposit;

City of Farmington Hills  
Use of City Facilities Policy

cancellation of the event, meeting or other use; immediate termination of the event, meeting or other use without notice or warning; immediate removal of individuals from the premises by City staff or the Farmington Hills Police Department without notice or warning; payment of the City the costs of replacement for any and all destroyed, damaged or missing City property caused by User's guests, independent contractors, User, User's Representative or any person on User's behalf; rejection of any or all future requests to use the City's facilities; criminal prosecution for any violations of law or ordinance; and any other civil remedies to which the City may be entitled by law or in equity.

- N. City Sponsored Events. The City and City sponsored uses and events are specifically excluded from compliance with this Policy.
  - O. Fees. The Facility Manager, in coordination with the City Manager or City Manager's designee, is authorized to establish usage fees and other fees relating to the use of City facilities for which this Policy contemplates a fee.
  - P. Exceptions to Policy. The City Council may allow exceptions to this Policy to accommodate and enable events of regional, state-wide or national significance to be held at City facilities, such as but not limited to, visits by the President of the United States or Michigan Governor, or candidates for such positions.
- IV. General Regulations for All City Facilities. Unless otherwise stated in this Policy, these General Regulations shall apply to all City Facilities. Where a regulation for a specific facility elsewhere in this Policy conflicts with or expands upon a General Regulation, the facility-specific procedure shall control.
- A. Compliance with Laws and Policies. All persons using the City of Farmington Hills' facilities shall observe and comply with the regulations of this Policy, all applicable ordinances, rules, and regulations of the City of Farmington Hills, and all federal and state laws.
  - B. Prohibited Uses. City facilities and equipment shall not be used for: a) activities which are in conflict with City policies, rules or ordinances, state or federal laws; b) activities which are discriminatory in the legal sense; c) illegal gambling; d) the primary purpose of petition signature gathering except as allowed by Section V of this Policy; e) political campaign events or fundraisers except in reserved rooms of the Costick Center, Grant Center, Longacre House, or Ice Arena as provided by Section V of this Policy; or f) religious services or regular worship activities except in reserved rooms of the Costick Center, Grant Center, or Longacre House as provided by Section VI of this Policy.
  - C. Notice/Control of Renter's Invitees. The User Representative is responsible for insuring that all policies, rules and regulations are strictly adhered to by all persons participating in the activity for which they are the User Representative.
  - D. Non-Interference with Facility. No User's activities shall interfere with the administration of the City of Farmington Hills, the primary purpose of the facility being used, or the enjoyment of the facility by other users of the facility.

City of Farmington Hills  
Use of City Facilities Policy

- E. Room Capacities. Room capacities must be adhered to. User and User's invitees may not overflow into the hallways and/or disturb City staff, City business, other activities or events at the facility.
- F. Maintenance and Clean-Up. Routine maintenance will be done by City staff. However, trash pickup and other cleanup duties are to be performed by the User, and it is expected that the User will clear and clean any areas of the facility used by the User or the User's invitees. Furniture, fixtures and equipment may not be moved from room to room or removed from the building without permission. At the conclusion of a User's use, the room must be returned to and left in the condition in which it was found. Any decorations used must be removed and disposed of properly, immediately following the function.
- G. Prohibited Items. No sparkle, glitter, confetti, etc. is permitted. Tape, pins, nails, staples and adhesives are not allowed on the walls, tables, chairs, etc. Except for lighters and cake candles (for birthdays, anniversaries, etc.) or unless otherwise provided in a facility-specific policy, candles or other sources of flame and fire are not allowed in City facilities.
- H. Control of Children. All children in attendance must remain in the reserved room(s). Children are not allowed to roam unsupervised in other areas of a City building, such as hallways, rooms or lounges.
- I. Alcoholic Beverages. With the exception of the Costick Center, Longacre House and the Hawk, no alcoholic beverages are allowed in or at City facilities unless the User has obtained written permission from the City Manager or Facility Manager and obtained proper licensing from the State of Michigan for the service of alcoholic beverages.
- J. Paper Goods. Paper goods are the responsibility of the User and are not provided by the City of Farmington Hills.
- K. Equipment. Equipment provided to or used by the User must be utilized for its intended purpose.
- L. Non-Smoking Policy. City facilities are smoke-free and vape-free facilities; guests may only smoke and vape in designated outside areas where ash containers are provided. Smoking and vaping includes tobacco and non-tobacco products or substances including, but not limited to, cigarettes, cigars, non-cigarette smoking tobacco, smokeless tobacco, herbal or clover cigarettes, e-cigarettes, electronic and herbal hookah, steam stones and smoking gels. Smoking marijuana is not permitted in or at City facilities.
- M. Animals. No animals or pets are allowed in or at City facilities except the following: (a) police dogs; (b) service animals, as defined by Title II and Title III of the Americans with Disabilities Act, subject to applicable City Code requirements unless excepted from such requirements by law; (c) other animals that have been allowed as part of an approved or City sponsored program or event; (d) dogs in the City's dog park, subject to compliance with all established rules and regulations

City of Farmington Hills  
Use of City Facilities Policy

applicable to the dog park; and (e) dogs in Founders Sports Park and Pioneer Park, provided they are on a leash and maintained in compliance with all applicable ordinances and park rules.

- N. Signs. The City does not allow the placement of any sign (for example political signs, event signs, etc.) in or on the grounds of City facilities. Special permission may be granted by the City Manager or Facility Manager for signs relating to events at the facility. The City reserves the right to request and require the User to provide a copy of promotional materials (including social networks) and/or invitations that User creates for the event/meeting.
  - O. Food and Beverage Sales. Food and beverage sales within or at a public facility are prohibited, unless authorized to do so by the Facility Manager or this Policy.
  - P. Merchandise Sales. The sale of any merchandise or goods within or at a public facility is prohibited, unless authorized by the Facility Manager or this Policy.
  - Q. Reservation of City's Rights. The City reserves the right to act in the best interest of the City on matters not specifically covered in these rules.
- V. Political and Fundraising Activities in City-Owned Buildings and on City-Owned Properties.
- A. General Policy. Except as and where specifically allowed under this Policy, City facilities shall not be used for political activities, events, fundraisers or assemblies. Where specified political activities, events, fundraisers, or assemblies are permitted, they must be open to the public subject to occupancy limits and security concerns.
  - B. Political Campaign Events and Fundraisers. Political campaign events and fundraisers advocating a political candidate, ballot proposal, or other political cause may occur only in the fee-based rooms of the Costick Center, Grant Center, Longacre House, and Ice Arena. In these facilities, the activity must be confined to the reserved room, and be carried out consistent with all other applicable provisions of this Policy.
  - C. Campaign Finance Law. No City facility shall be used in a manner that would cause the City to be in violation of the Michigan Campaign Finance Act, Act 388 of 1976, as amended, or any other applicable state or federal law.
  - D. Government Officials in their Official Capacities. This Policy shall not be construed to limit the ability of elected or appointed government officials from using either fee-based or non-fee based facilities in furtherance of performing the public duties associated with their office.
  - E. After-Hours Meetings with Government Officials. It is recognized that, from time to time, elected or appointed officials desire opportunities to schedule after-hours meetings with citizens on their personal time that are not required as part of their public duties (e.g. office hours, coffee socials, town hall meetings). For purposes of this Policy, such meetings shall be considered to be in furtherance of the public

duties associated with the officials' office, provided that they are open to all, and do not include campaigning or fundraising. City facilities designated in Section VII as Limited Public Forums for specified political activities may be used by elected and appointed officials for such meetings with citizens subject to the Michigan Campaign Finance Act and all other applicable law, and subject to all rules, regulations, and fees in the same manner as any other applicant. No such event shall occur that requires the expenditure of public funds or the provision of in-kind services by the City (e.g. coffee service, refreshments, photocopies, labor costs) that could be construed as making a public expenditure or providing a contribution of volunteer public services in violation of the Michigan Campaign Finance Act. In no case shall such an event be held in such a manner as to constitute a violation of the Michigan Open Meetings Act.

- F. Signature Gathering. No portion of a City facility (including but not limited to meeting rooms, hallways, corridors, and internal sidewalks, parking lots, and drives) other than a Traditional Public Forum shall be used by any person or group having the primary purpose of soliciting signatures for candidate nominating petitions, ballot proposal petitions, or similar documents. This Policy, however, is not intended to prohibit an invitee of a User of a room from incidentally asking other invitees attending the same event within the same room to sign a petition.
- G. Political Fundraisers. Except for the reserved rooms of the Costick Center, Grant Center, Longacre House and Ice Arena, City facilities shall not be used for the primary purpose of conducting a political fundraising event for any candidate, ballot question, political party or campaign committee. This Policy, however, is not intended to prohibit invitees of a User from incidentally asking other invitees attending the same event in the same room to support a fundraising effort of an individual attendee or the User of the room (e.g. selling tickets for some future event; circulating a fundraising brochure; selling products such as cookies; or holding a 50/50, door prize or similar raffle solely among attendees of the event), or to engage in activities within the scope of the meeting for which the room was reserved related to the administration of an off-site fundraiser (e.g. collecting monies owed from an off-site fundraiser, distributing fundraiser materials such as brochures or raffle tickets; replenishing supplies for a product-based fundraiser; distributing goods ordered through a prior fundraiser).

VI. Religious or Faith-Based Uses of City Facilities.

- A. Religious Services / Regular Worship. In recognition of the City's interest in complying with the Establishment Clause of the First Amendment of the U.S. Constitution, no City facility other than rooms at the Costick Activities Center, Jon Grant Community Center, and Longacre House shall be used for the purpose of conducting religious services or made available as a venue for the regularly-scheduled worship activities of any religious organization. Where facilities are allowed to be used for religious services, they shall be made available on a first-come, first-served basis, subject to all applicable usage regulations in the same manner as any other user of the facility.



- B. Faith-Based Groups and Incidental Faith-Based Activities. For City facilities that have not been opened for religious services, the limitation shall be narrowly construed so as not to prohibit the use of a Traditional or Limited Public Forum by an applicant because the applicant is faith-based, offers a religious perspective on matters relevant to subjects for which the forum has been opened, and/or engages in faith-based activity (including but not limited to prayer, singing, and reciting religious texts) that is incidental to a permissible use of the forum and does not amount to conducting a religious service. For purposes of this Policy, weddings or other ceremonies and events that could be carried out in a purely secular manner, but which the room User chooses to have conducted by a minister of any religion shall be considered an event with an incidental faith-based component as opposed to a religious service or worship event.
- VII. Facility-Specific Regulations. The following facility-specific regulations are intended to be supplemental and additional to the General Application Procedures and Disclosures and General Regulations for All Facilities, except where a facility-specific regulation conflicts with a general procedure or regulation, in which case the facility-specific regulation shall control.
- A. No-Fee Rental Facilities.
    - 1. City Hall Meeting Rooms (Excluding Council Chambers).
      - a. Forum Designation and Permitted Uses. City Hall meeting rooms are open as a Limited Public Forum without charge to civic, community, and non-profit organizations, solely for the purpose of providing meeting space for routine meetings attended by an organization's membership and members of the public interested in the organization and/or items on the meeting agenda, subject to the requirements and restrictions in this Subsection VII.A.1.
      - b. Facility Manager. Applications shall be made to the City Manager's office.
      - c. Priority. Priority for use of the City Hall Meeting Rooms shall be given to the City government (including its officers, administrators, and employees acting in their official capacities), public bodies that use the Council Chambers for their meetings, and meetings of organizations or pertaining to events that are City-sponsored. All other users shall be considered non-priority users. No proposed use of a City Hall Meeting Room by non-priority users shall be scheduled so as to conflict with these priority uses. If a public body requires use of a City Hall Meeting Room for a meeting or other purpose not anticipated at the time that the use of the City Hall Meeting Room was approved for an non-priority user (e.g. for a special meeting of the City Council or other public body), the City reserves the right to cancel the non-priority user's reservation of the City Hall Meeting Room and may relocate the non-priority user's event to an alternate room at a City facility if available. In this circumstance, if the only

available suitable alternate location is a fee-based facility, the usage fee shall be waived administratively.

- d. Availability. City Hall meeting rooms shall not be made available to non-priority users during normal City Hall business hours, on Fridays, or on weekends, unless the meeting for which the room is proposed to be used is City-sponsored; provided, however, that after-hours meetings with government officials under Section V.E. are permitted on Saturdays between 9:00 a.m. and 4:00 p.m.
- e. Open to Public. All meetings occurring within City Hall shall be open to the public.
- f. Political Uses. Political party organizations and similar political or Policy-oriented organizations may reserve City Hall meeting rooms solely for meetings in the same manner as any other civic or community organization, subject to Section V and all other applicable rules and regulations of this Policy.
- g. Prohibited Uses. City Hall meeting rooms are not to be used for private parties or events (e.g. birthday parties, showers, etc.), meetings or events of for-profit business entities, fundraisers of any kind, campaign events, special events that are intended to draw public attendance larger than a routine organizational meeting, religious worship or services as defined in Section VI of this Policy, or any other purpose not expressly authorized by this Policy.
- h. Food and Beverage. No food or beverages may be served in City Hall Meeting Rooms without the authorization of the Facility Manager.

2. City Hall Council Chambers.

- a. Forum Designation and Permitted Uses. The Council Chambers are open as a Limited Public Forum without charge to civic, community, and non-profit organizations for the same purposes as City Hall Meeting Rooms and for political meetings and assemblies, including meet the candidate days, debates, public policy forums and similar public events, subject to the requirements and restrictions in this Subsection VII.2.
- b. Facility Manager: Applications shall be made to the City Manager's office.
- c. Priority. Priority for use of the City Council Chambers shall be given to the City government (including officials, administrators, and employees acting in their official capacities), public bodies that use the Council Chambers for their meetings, City-sponsored assemblies, and assemblies co-sponsored by the City. All other

users shall be considered non-priority users. No proposed use of the Council Chambers by non-priority users shall be scheduled so as to conflict with these priority uses. If a public body requires use of the City Council Chambers for a meeting or other purpose not anticipated at the time that the use of the Council Chambers was approved for a non-priority user (e.g. for a special meeting of the City Council or other public body), the City reserves the right to cancel the non-priority user's reservation of the Council Chambers and may relocate the non-priority user's event to an alternate City facility if available. In this circumstance, if the only available suitable alternate location is a fee-based facility, the usage fee shall be waived administratively.

- d. Availability. City Council Chambers shall not be made available to non-priority users during normal City Hall business hours or on weekends unless the meeting or event for which the room is proposed to be used is City-sponsored; provided, however, that after-hours meetings with government officials under Section V.E. are permitted on Saturdays between 9:00 a.m. and 4:00 p.m. Where a proposed meeting or event can be accommodated within a City Hall meeting room other than the City Council Chambers, the Facility Manager reserves the right to redirect the proposed use to an alternate meeting room.
  - e. Open to Public. All assemblies for which City Council Chambers is used shall be open to all members of the public.
  - f. Political Uses. Political party organizations and similar political or policy-oriented organizations may reserve City Council Chambers for meetings or assemblies (but not campaign events or fundraisers) in the same manner as any other civic or community organization, subject to Section V and all other applicable rules and regulations of this Policy.
  - g. Prohibited Uses. City Council Chambers are not to be used for private parties or events (e.g. birthday parties, showers, etc.), meetings or events of for-profit business entities, fundraisers of any kind, campaign events, religious worship or services as defined in Section VI of this Policy, or any other purpose not expressly authorized by this Policy.
  - h. Food and Beverage. No food or beverages may be served in City Council Chambers without the authorization of the Facility Manager.
3. Fire Department Headquarters (Station #5) Community Rooms.
- a. Forum Designation and Permitted Uses. Fire Department Headquarters meeting rooms are open as Limited Public Forums to civic, community, and nonprofit organizations, solely for the

purpose of providing meeting space for routine meetings attended by an organization's membership and members of the public interested in the organization and/or items on the meeting agenda, subject to the requirements and restrictions in this Subsection VII.3.

- b. Facility Manager. Applications shall be made to Fire Department Headquarters (Station #5).
  - c. Priority. Priority for use of the Fire Department Headquarters meeting rooms shall be given to the City government, public bodies that use the Council Chambers for their meetings, and meetings of organizations or pertaining to events that are City-sponsored. All other users shall be considered non-priority users.
  - d. Availability. Fire Department Headquarters meeting rooms shall not be reserved so as to conflict with priority uses by the Fire Department, other City government departments, public bodies, and City-sponsored uses.
  - e. Open to Public. All meetings occurring within Fire Department Headquarters shall be open to the public.
  - f. Political Uses. Political party organizations and similar political or policy-oriented organizations may reserve Fire Department Headquarters meeting rooms solely for meetings in the same manner as any other civic or community organization, subject to the Section V and all other applicable rules and regulations of this Policy.
  - g. Prohibited Uses. Fire Department meeting rooms are not to be used for private parties or events (e.g. birthday parties, showers, etc.), meetings or events of for-profit business entities, fundraisers of any kind, campaign events, religious worship or services as defined in Section VI of this Policy, or any other purpose not expressly authorized by this Policy.
  - h. Food and Beverage. No food or beverages may be served in the Fire Department meeting rooms without the authorization of the Facility Manager.
4. Spicer House. Spicer House is a historic home within Heritage Park, which serves as the park's visitor center and houses several rooms used for classes, meetings, gatherings, and displays. The Spicer House premises was acquired by the City in 1985 with funds obtained through a grant awarded to the City under the Michigan Recreation Land Trust Fund Act, 1976 PA 204, 1984 PA 429, and 1972 PA 227, as amended, which requires that the premises be maintained for recreational purposes in perpetuity. In addition, the Spicer House was designated by City Council in 1988 as a

Historic District (Council Resolution R-51-88), as recorded in Liber 11290 Page 330 of the records of the Oakland County Register of Deeds, and its use restricted to purposes identified by the Parks and Recreation Commission, Historic District Commission, and City Council as consistent with its recreational purpose and historic designation.

- a. Forum Designation and Permitted Uses. Consistent with R-51-88, the Farmington Hills Historic District Commission Spicer House Use Feasibility Review dated March 3, 1988 reviewed by Parks and Recreation Commission and City Council, and the Spicer House's recreational and historic purposes, Spicer House is open as a Limited Public Forum for the following uses, subject to the requirements and restrictions in this Subsection VII.4: recreational classes sponsored by government or non-government organizations, complementing the activities of the City of Farmington Hills (including but not limited to nature study, astronomy, day camping, safety clinics, cross-country skiing, fishing instruction); meetings of the Beautification Commission, Historical Commission, Historic District Commission, Park and Recreation Commission, Arts Commission, and Commission on Aging; Civic Awards/Presentations and functions (including but not limited to Officer of the month, outstanding citizen, Mayor's Exchange Day, City press announcements); interpretive exhibits (including but not limited to history of the Spicer Property, City history, early settlement history, land/water natural history interpretations, museum-type articles, pictures, and artifacts); service club meetings; scouting activities, 4-H activities, youth athletic groups, civic club activities, and as a part of community activities (including but not limited to Halloween walks, hayrides, landscape painting and drawing programs, bird and plant identification, woodworking, nature and day camps, and fall festival).
- b. Facility Manager. Applications shall be made to the Special Services Department
- c. Open to Public. Meetings and events occurring at the Spicer House shall be open to the public and shall not interfere with the public's enjoyment of the Spicer House and premises as a recreational and historic venue.
- d. Prohibited Uses. Consistent with its recreational and historic purposes, the Spicer House is not to be used for private parties or events (e.g. birthday parties, showers, etc.), meetings or events of for-profit business entities, meetings or events for political party organizations or other organizations whose mission is not consistent with the recreational/historic, civic, or service-oriented purposes identified in subsection (a), fundraisers of any kind, campaign

events, religious worship or services as defined in Section V of this Policy, or any other purpose not expressly authorized by this Policy.

- e. Food and Beverage. No food or beverages may be served in the Spicer House without the authorization of the Facility Manager.

B. Fee-Based Rental Facilities.

1. Costick Activities Center. The Costick Center is a multi-purpose facility that houses the Department of Special Services' administrative offices, indoor and outdoor recreational facilities, designated space for the Farmington Hills Senior Adult program, a teen center, and meeting and banquet rooms.

- a. Forum Designation and Permitted Activities.

- i. The Costick Center, as a whole, shall be regulated as a Non-Public Forum. No activities unrelated to the purpose of the forum or the purpose for which a room has been reserved, shall take place in the facility.
  - ii. The Costick Center's rooms available for reservation shall be regulated as Limited Public Forums for the purpose of providing space for meetings, lectures, seminars, banquets, political events, religious activities, and similar gatherings or events to the public, civic and community groups, charitable organizations, and the business community.
- b. Facility Manager. Applications shall be made to the Department of Special Services.
  - c. Scope of Use. To the extent that rooms are reserved at the Costick Center for a specific purpose, the User, the User's Representative and their invitees shall contain their activities to the interior of the reserved room, and shall not use hallways or other common areas of the facility in connection with their event.
  - d. Political Uses. Political activities, including campaign events, fundraisers, and partisan events, are allowed at the Costick Center, provided that the applicant pays all fees and charges for use of the facility, subject to Section V and all other applicable rules and regulations of this Policy.
  - e. Religious Uses. Rooms at the Costick Center may be reserved for the purpose of conducting worship services on a first-come, first-served basis, subject to all applicable rules and regulations of this Policy, including Section VI, payment of the usage fee, and the availability of a room suited to the applicant's needs.

City of Farmington Hills  
Use of City Facilities Policy

- f. Fees. Usage fees are based on the entire time a group/party is in the room, including set-up and clean-up.
  - g. Food and Beverage. All Users with 50 guests or more that require food service are required to use the City's contracted food vendor. Users with 49 or less guests may bring in food from a vendor, but the vendor must be properly licensed by Oakland County.
  - h. Payment Terms. The User shall pay an initial payment of 50% of the total fees and charges at the time of applying, and the remaining 50% at least 30 days before the beginning of the event. The User shall pay any additional charges for technical services upon presentation of a bill by the City. The City reserves the right to charge a deposit in anticipation of additional charges that may be incurred. The User shall be responsible and liable for payment of any music clearances or royalty fees and shall hold the City harmless and indemnify the City for same. No exceptions will be permitted unless satisfactory credit arrangements are made in advance. Deposits and payments are subject to charges of 1% per month if not paid within 30 days of notice of amount owed whether in writing, verbally, or by invoice.
  - i. Cancellation and Refund. Users who cancel shall forfeit 50% percent of initial payment if cancellation is made up to 30 days in advance of the scheduled event. Users who cancel within 30 days of the first contracted usage date will automatically forfeit all payments they have paid to the City. In addition, User shall be responsible for any out of pocket expenses incurred by the City. Rescheduling of events and additional deposit requirements are entirely at the discretion of the Facility Manager.
2. Jon Grant Community Center. The Grant Community center was constructed in conjunction with Fire Station #3. It offers classes, programs, and rental opportunities to residents of Farmington Hills as well as surrounding communities.
  - a. Forum Designation and Permitted Uses.
    - i. The Grant Center, as a whole, shall be regulated as a Non-Public Forum. No activities unrelated to the purpose of the forum or the purpose for which a room has been reserved, shall take place in the forum.
    - ii. The Grant Center's rooms available for reservation shall be regulated as Limited Public Forums for the purpose of providing space for meetings, lectures, seminars, banquets, political events, religious activities, and similar gatherings or events to the public, civic and community groups, charitable organizations, and the business community.

City of Farmington Hills  
Use of City Facilities Policy

- b. Facility Manager. Applications shall be made to the Department of Special Services.
- c. Scope of Use. To the extent that rooms are reserved at the Grant Center for a specific purpose, the User, the User's Representative and their invitees shall contain their activities to the interior of the reserved room and shall not use hallways or other common areas of the facility in connection with their event.
- d. Political Uses. Political activities, including campaign events, fundraisers, and partisan events, are allowed at the Grant Center, provided that the applicant pays all fees and charges for use of the facility, subject to Section V and all other applicable rules and regulations of this Policy.
- e. Religious Uses. Grant Center rooms may be reserved for the purpose of conducting worship services on a first-come, first-served basis, subject to all applicable rules and regulations of this Policy, including Section VI, payment of the usage fee, and the availability of a room suited to the applicant's needs.
- f. Food and Beverage. All Users with 50 guests or more that require food service are required to use the City's contracted food vendor. Users with 49 or less guests may bring in food from a vendor, but the vendor must be properly licensed by Oakland County.
- g. Fees. Usage fees are based on the entire time a group/party is in the room, including set-up and clean-up.
- h. Payment Terms. The User shall pay an initial payment of 50% of the total fees and charges at the time of applying, and the remaining 50% at least 10 days before the beginning of the event. The User shall pay any additional charges for technical services upon presentation of a bill by the City. The City reserves the right to charge a deposit in anticipation of additional charges that may be incurred. The User shall be responsible and liable for the payment of any music clearances or royalty fees and shall hold the City harmless and indemnify the City for same. No exceptions will be permitted unless satisfactory credit arrangements are made in advance. Deposits and payments are subject to charges of 1% per month if not paid within 30 days of notice of amount owed whether in writing, verbally or by invoice.
- i. Cancellation and Refund. Users who cancel shall forfeit 50% of initial payment if cancellation is made up to 30 days in advance of the scheduled event. Users who cancel within 30 days of first contracted usage date will automatically forfeit all payments they have paid to the City. In addition, Users shall be responsible for any out of pocket expenses incurred by the City. Rescheduling of events



and additional deposit requirements are entirely at the discretion of the Facility Manager.

3. Longacre House. The Longacre House is a historic home available for special events. Special Services classes are also held at the house.
  - a. Forum Designation and Permitted Uses. The Longacre House shall be regulated as a Limited Public Forum for the purpose of providing space for private events such as weddings, theme parties, receptions, business meetings, banquets, social gatherings, and classes.
  - b. Facility Manager. Applications are to be made to the Department of Special Services.
  - c. Usage Minimum. A five-hour usage minimum is required for Friday and Saturday events unless waived by the Facility Manager or his designee.
  - d. Fees. Usage fees are based on the time a group/party is in the room, including set-up and clean-up, except for 90-minute setup time that is included with all usage agreements.
  - e. Food and Beverage. All Users that require food and/or alcohol for their events must utilize the Longacre House contracted caterer. No exceptions will be made without Facility Manager approval.
  - f. Payment Terms.
    - i. A security deposit is required for all parties over 25 people. An additional deposit may be required or the amount or type may be changed at the discretion of management.
    - ii. The User shall pay an initial payment of 50% of the total fees and charges at the time of applying, and the remaining 50% at least 10 days before the beginning of the event. The User shall pay any additional charges for technical services upon presentation of a bill by the City. The City reserves the right to charge a deposit in anticipation of additional charges that may be incurred. The User shall be responsible and liable for payment of any music clearances or royalty fees and shall hold the City harmless and indemnify the City for same. No exceptions will be permitted unless satisfactory credit arrangements are made in advance. Deposits and payments are subject to charges of 1% per month if not paid within 30 days of notice of amount owed whether in writing, verbally, or by invoice.

City of Farmington Hills  
Use of City Facilities Policy

- g. Cancellation and Refund. Users who cancel shall forfeit 50% of initial payment if cancellation is made up to 30 days in advance of the scheduled event. Users who cancel within 30 days of first contracted usage date will automatically forfeit all payments they have paid to the City. In addition, Use shall be responsible for any out of pocket expenses incurred by the City. Rescheduling of events and additional deposit requirements are entirely at the discretion of the Facility Manager.
4. Farmington Hills Ice Arena. The first floor of Farmington Hills Ice Arena consists of the ice surface and related facilities. The second floor, known as the "Ice Arena Club" contains space available for reservation that includes a soda shop-style seating area, a dance floor area, and a meeting room.
- a. Forum Designation and Permitted Uses.
- i. The Ice Arena, as a whole, shall be regulated as a Non-Public Forum. No activities unrelated to the purpose of the forum or the purpose for which a room or other portion of the facility has been reserved, shall take place in the forum.
  - ii. The first floor of the Ice Area is intended to be regulated as a Non-Public Forum, within which the ice surface and accessory facilities (e.g. locker rooms) is available for rental only for Ice Area-related purposes (e.g. hockey and other ice-based events, practices, etc.) on a fee-based, first-come first-served basis, subject to the following regulations.
  - iii. The Ice Arena Club's second-floor rooms available for reservation shall be regulated as Limited Public Forums for the purpose of providing space for meetings, lectures, seminars, banquets, political events, religious activities, and similar gatherings or events to the public, civic and community groups, charitable organizations, and the business community.
- b. Facility Manager. Applications shall be made to the Department of Special Services.
- c. Scope of Use. To the extent that any portion of the Ice Arena is reserved for any specific purpose, the User, the User's Representative and their invitees shall contain their activities to the interior of the reserved room and shall not use hallways or other common areas of the facility in connection with their event.
- d. Political Uses. Political activities, including campaign events, fundraisers, and partisan events, are allowed at reserved rooms of the second-floor Ice Arena Club, provided that the applicant pays

all fees and charges for use of the facility, subject to Section V and all other applicable rules and regulations of this Policy.

- e. Cancellation and Refund. Users who cancel shall forfeit 50% percent of initial payment if cancellation is made up to 30 days in advance of the scheduled event. Users who cancel within 30 days of the first contracted usage date will automatically forfeit all payments they have paid to the City. In addition, User shall be responsible for any out of pocket expenses incurred by the City. Rescheduling of events and additional deposit requirements are entirely at the discretion of the Facility Manager.
- f. Ice Surface Rental Rules and Regulations. Users of the ice surface are subject to the following facility-specific rules and regulations:
  - i. Each hour is equivalent to 50 minutes of ice time. The remaining ten (10) minutes of the hour is reserved for resurfacing.
  - ii. All ice usage fees are to be paid in full at least one half hour in advance of the use of the ice facility, and are non-refundable. In the event that the advance payment is not maintained, the contract will be considered cancelled by the User.
  - iii. Nobody is allowed on the ice during resurfacing except two people to move goal nets. Zamboni drivers are instructed to cease resurfacing immediately if anybody places an object on the ice or if people are skating before the two Zamboni doors are closed. Once the Zamboni leaves the ice because of a violation of this rule, resurfacing will not re-commence during the time reserved by the User.
  - iv. All hockey players are required to wear full protective equipment and helmets when on the ice.
  - v. No physical or verbal abuse of arena employees will be tolerated.
  - vi. Users will not be permitted use of the locker rooms until one-half hour prior to ice time. An adult representative of a group must be present in the locker rooms at all times in which it is in use.
  - vii. A User may receive key(s) to a locker room from the office in exchange for a car key. Said person is responsible for securing the room when the group is on the ice and after all persons have vacated the room. Locker room keys shall be returned to the office for return of the car key. There is a

fee for lost and/or damaged key(s) established by the Facility Manager in the Facility Manager's discretion.

- viii. No food and drinks are permitted in the locker rooms, on the ice, or on the players' and penalty benches, including the scorer's box, with the exception of non-alcoholic beverages in non-breakable containers.
  - ix. Warm-up shots may not be directed to the side dasher boards by hockey players.
  - x. Users are responsible for the conduct of the persons using the arena facilities during the ice time for which they have contacted. Ice Users will be held responsible for any vandalism, breakage, and cleanliness of locker room and all other arena property. It is strongly recommended that the User Representative be the last person to leave the locker room each time it is totally vacated.
  - xi. At the conclusion of the time for which the ice has been reserved, all persons are to leave the ice promptly so that resurfacing may begin immediately. Ice Users will be charged for whatever time is used beyond that for which they have contracted at rates established by the Facility Manager in the Facility Manager's discretion.
  - xii. Only food and beverage items purchased within and from the arena are allowed.
5. The Hawk. The Hawk is a Community Center that houses indoor and outdoor recreational facilities including a fitness and aquatic center, pickle ball courts, an auditorium, a gymnasium, dance studios, designated space for the educational programming or other services for and on behalf of the Community Center. The Hawk offers space for private events such as wedding or baby showers, theme parties, receptions, reunions, business meetings, banquets and other social gatherings.
- a. Forum Designation and Permitted Activities.
    - i. The Hawk, as a whole, shall be regulated as a Non-Public Forum. No activities unrelated to the purpose of the forum or the purpose for which a room as been reserved, shall take place in the facility.
    - ii. The Hawk's useable space available for private events shall be regulated as Limited Public Forums for the purpose of providing space for private events such as wedding or baby showers, theme parties, receptions, reunions, business meetings, banquets, and other social gatherings.

City of Farmington Hills  
Use of City Facilities Policy

- b. Facility Manager. Applications shall be made to the Department of Special Services.
- c. Scope of Use. To the extent that rooms are reserved at the Hawk, the User, the User's Representative and the User's invitees shall contain their activities to the interior of the reserved room, and shall not use hallways or other common areas of the facility in connection with their event.
- d. Political Uses. Political activities, including campaign events, fundraisers, and partisan events, are allowed at the Hawk, provided that the applicant pays all fees and charges for use of the facility, subject to Section V and all other applicable rules and regulations of this Policy.
- e. Religious Uses. Rooms in the Hawk may be reserved for the purpose of conducting worship services on a first-come, first-served basis, subject to all applicable rules and regulations of this Policy, including Section VI, payment of the usage fee, and the availability of a room suited to the applicant's needs
- f. Fees. Usage fees are based on the entire time a group/party is in the room, including set-up and clean-up.
- g. Food and Beverage. All Users shall utilize the Hawk's in-house caterer and bartender for food and beverage service. In the event the Hawk's in-house caterer is unavailable, the User may bring in food from a vendor, but the vendor must be properly licensed by Oakland County.
- h. Payment Terms. The User shall pay an initial payment of 50% of the total fees and charges at the time of applying, and the remaining 50% at least 30 days before the beginning of the event. The User shall pay any additional charges for technical services upon presentation of a bill by the City. The City reserves the right to charge a deposit in anticipation of additional charges that may be incurred. User shall be responsible and liable for payment of any music clearances or royalty fees and shall hold the City harmless and indemnify the City for same. No exceptions will be permitted unless satisfactory credit arrangements are made in advance. Deposits and payments are subject to charges of 1% per month if not paid within 30 days of notice of amount owed whether in writing, verbally, or by invoice.
- i. Cancellation and Refund. Users who cancel shall forfeit 50% percent of initial payment if cancellation is made up to 30 days in advance of the scheduled event. Users who cancel within 30 days of the first contracted usage date will automatically forfeit all payments they have paid to the City. In addition, User shall be

responsible for any out of pocket expenses incurred by the City. Rescheduling of events and additional deposit requirements are entirely at the discretion of the Facility Manager.

C. Parks.

1. Forum Designation and Permitted Uses. City Parks are open as a Traditional Public Forum (to the extent that they are open-air and not designated for specific uses such as sports facilities/fields and reservation-based picnic shelters), subject to the Rules and Regulations established in Chapter 19 of the Farmington Hills Code of Ordinances, all other applicable ordinances, statutes, and regulations, including but not limited to those pertaining to disturbing the peace, noise, and nuisance, and to the requirements and restrictions set forth in this Subsection VII.C.
2. Facility Manager. Applications for reservation-based park facilities are to be made to the Department of Special Services.
3. Scope of Use. Users of City Parks shall conduct their activities so as to not disrupt the operations of portions of parks designated for specific purposes, including but not limited to: baseball, soccer, and other athletic fields; skate park; archery range; nature center; and golf course.
4. Fee-Based Reservation Park Facilities. The following park facilities are available on a first-come first-served fee-based basis, subject to the terms of this Policy and the following rules and regulations:
  - a. Heritage Park Shelter-Specific Rules and Regulations:
    - i. Shelters are reserved in one-hour intervals. Shelters shall not be reserved or used earlier than 9am or later than sunset.
    - ii. Reservations are for the shelter and/or fire pit only. Park equipment, volleyball courts, and other park facilities are not available for use, and are open to the general public on a first-come-first-served basis.
    - iii. Outside equipment such as inflatables, mechanical rides, amplified sound systems, etc., are not permitted.
    - iv. Portable propane grills are prohibited. Users may use the City-provided charcoal grills on-site, but Users are responsible for providing their own charcoal.
    - v. If the reservation includes electricity, it includes 2 circuits, 15 amps each. User must provide heavy-duty extension cords.

City of Farmington Hills  
Use of City Facilities Policy

- vi. On-site water faucet is not drinkable water and is for park staff use only.
  - vii. Receipt must be retained during reservation by the User and presented to park personnel upon request. Trash pickup and other cleanup duties are to be performed by the User. Therefore, the shelter must be left in the condition in which it was found. The site will be inspected by park personnel at the end of the rental period.
  - viii. The Splash Pad is a Memorial Day through Labor Day operation. Its operating hours are 10am to 8pm, weather dependent.
  - ix. Users are required to obtain permission from the Facility Manager or the Facility Manager's designee to have catering, but the caterer must be properly licensed by Oakland County.
  - x. Balloons are not permitted, as they pose a choking hazard to wildlife and clog the Splash Pad drain.
  - xi. A full refund (less administrative fee) will be issued if the reservation is canceled more than 30 days from the reservation date. A 50% refund will be issued if the reservation is canceled 30 days or less from the reservation date. Refunds will only be issued in the event of severe weather as determined in the discretion of the Facility Manager.
- b. Stables Art Studio, Caretakers Farmhouse, Day Camp/Nature Center/Riley Archery Range and Skate Park:
- i. These facilities shall not be reserved or used earlier than 9am or later than sunset.
  - ii. Reservations are only for the specific facility that has been applied for. Equipment, volleyball courts, playground areas, and other areas in the park are not available for use (except as provided in this Policy), and are open to the general public on a first-come-first-served basis.
  - iii. Outside equipment such as inflatables, mechanical rides, amplified sound systems, etc., are not permitted.
  - iv. Receipt must be retained during reservation by the User and presented to park personnel upon request.

- v. Trash pickup and other cleanup duties are to be performed by the User. Therefore, the facility must be left in the condition in which it was found. The site will be inspected by park personnel at the end of the use. Users are required to obtain permission from the Facility Manager or the Facility Manager's designee to have catering, but the caterer must be properly licensed by Oakland County.
  - vi. Balloons are not permitted outside.
  - vii. A full refund (less administrative fee) will be issued if a reservation is canceled more than 30 days from the reservation date. A 50% refund will be issued if reservation is canceled 30 days or less from reservation date. Refunds will only be issued in the event of severe weather as determined in the discretion of the Facility Manager.
- c. Fields (Games and Practices). The following requirements and regulations shall apply to reservations of park fields for games and practices:
- i. All field users are required to submit a Field Guideline Application prior to reserving a field.
  - ii. Field hours are from 8:00 a.m. to sunset.
  - iii. Prospective field Users are classified into two groups: Group I (non-profit organizations including YMCA, Civic Organizations, and homeowner associations; and private groups or teams consisting of at least 60% Farmington Hills residents); and Group II (for-profit organizations, non-community groups, and non-residents).
  - iv. Group I non-profit organizations must supply their tax exempt number.
  - v. Groups I and II may be offered block scheduling (i.e. reserving fields for the entire season as opposed to a weekly basis) by completing a Field Use Reservation Form and submitting for review to the Facility Manager.
  - vi. Group I block scheduling occurs May 15<sup>th</sup> for Spring/Summer and July 15<sup>th</sup> for Fall.
  - vii. Group I and II can reserve fields by May 15<sup>th</sup>.
  - viii. All reservations that require dragging and lining of fields must be made 3 days prior to field use.



City of Farmington Hills  
Use of City Facilities Policy

- ix. Field use is permitted May 15<sup>th</sup> through October 15<sup>th</sup>, weather permitting.
  - x. During the period of the reservation and field use, the individual or organization shall procure and maintain a General Liability insurance policy in accordance with this Policy.
  - xi. Inclement weather may result in the cancellation of field use.
  - xii. Field Use Permits will be issued upon approval of a requested reservation for the use of any athletic facility.
  - xiii. The Field Use Permit must be carried with the permit holder at all times during the event.
  - xiv. The Field Use Permit only assures use of the field permitted and not exclusive use of the park or other fields.
  - xv. Permit holders are responsible for those attending the outing. Permit holders and their participants and those attending their outing shall abide by all City and park ordinances and rules.
  - xvi. No refunds will be given after fields have been reserved.
- d. Fields (Tournaments). The following requirements and regulations shall apply to reservations of park fields for tournaments:
- i. During the period of the reservation and field use, the User shall procure and maintain a General Liability insurance policy in accordance with this Policy.
  - ii. The User will not charge a parking fee, however it may charge an entrance fee.
  - iii. Outside concessions and vendors are not permitted unless the User has obtained approval from the Facility Manager or the Facility Manager's designee. Any food vendor approved by the Facility Manager or the Facility Manager's designee must be properly licensed by Oakland County.
  - iv. The User shall provide tournament game schedule and field set up information a minimum of one week prior to the event to the Department of Special Services.
  - v. The amounts of a non-refundable deposit and all fees and charges for field reservations shall be established by the

Facility Manager. The deposit is due at the time of reservation. Full payment of all fees for the reserved fields must be made a minimum of 10 working days after the event, check payable to Farmington Hills Recreation and sent to: Costick Center, Attn: Field Reservations, 28600 Eleven Mile Road, Farmington Hills, MI 48336.

- vi. Baseball tournament teams are not permitted to use soccer fields.
  - vii. User and its participants and guests shall abide by all City and park ordinances and rules.
  - viii. The User shall provide the name and daytime phone number of the event's on-site contact person.
  - ix. Users may rake a baseball field, but not use any mechanical devices or vehicles for said purpose.
  - x. Inclement weather may result in the cancellation of field use.
- D. Facilities Not Available for Use by Outside Groups/Individuals. The following City facilities and properties, or portions thereof, are Non-Public Forums. No space within these facilities is available for fee-based or non-fee-based use, and no portion of these facilities nor any portion of their premises that is not entitled to regulation as a Traditional Public Forum is intended to be opened as forums for activities unrelated or disruptive to the purpose of the facility.
- 1. Fire Stations 1, 2, and 4
  - 2. Fire Station 3 (to the extent that it is separated from the Jon Grant Community Center).
  - 3. Police Department Building
  - 4. 47<sup>th</sup> District Court
  - 5. Department of Public Works Facility (including outbuildings)
  - 6. Farmington Hills Golf Club, except for golf outing fundraisers.
    - a. Note: The restaurant within the Farmington Hills Golf Club is operated by a private entity pursuant to a concession agreement with the City. Any decisions made by that entity pursuant to its independent operating procedures and in compliance with applicable public accommodations law in furtherance of its business purpose shall not be construed as manifesting an intent of the City

to confer public forum status on any portion of the Farmington Hills Golf Club property.

7. Park and Golf Maintenance Facility.
8. Amphitheater at Heritage Park.
9. Any other facility not identified in this Policy as a Traditional Public Forum or Limited Public Forum.

VIII. Repealer, Conflicts, and Severability.

- A. Prior Facility Use Policies Repealed. This Policy amends, restates and supersedes any and all prior facility use and political activities policies adopted by the City Council. Any prior facility use and political activities policies are hereby repealed.
- B. Conflicts. If any provision of this Policy is inconsistent or conflicts with the City Code of the City of Farmington Hills, or any other binding state or federal statutes, regulations, or law, this Policy shall be superseded to the extent that it conflicts with those statutes, laws, ordinances, regulations, or other laws.
- C. Severability. In the event that any of the terms or provisions of this Policy are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair any of the other terms, provisions or covenants of this Policy or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



TO: Mayor and City Council  
FROM: Karen Mondora, Assistant City Manager  
DATE: December 9, 2024  
RE: Innovation, Energy, and Environmental Sustainability (IEES) Ad-Hoc Subcommittee Report

During the January 2024 City Council goals session, City Council discussed the re-instatement of a permanent committee related to innovation, energy, and/or environmental sustainability.

Council then voted to establish an ad-hoc subcommittee for these purposes and appointed Mayor Rich and Councilmember Aldred to serve on the committee.

Since that time, the sub-committee has met four (4) times. Assistant City Manager Mondora and City Attorney Joppich attended the meetings as well. Discussion and agenda topics included:

- past efforts of City commissions and committees tasked with similar focus,
- community needs in the areas of IEES
- opportunities for collaboration with academia, county and state agencies,
- potential engagement opportunities with the business community
- innovation in the business sector, energy and environmental sustainability
- educational opportunities for Farmington area residents and businesses in the IEES domain

The subcommittee now recommends that it is indeed time for City Council to establish a permanent Innovation, Energy, and Environmental Sustainability Commission. City Attorney Joppich has prepared, and the committee has reviewed the attached draft ordinance detailing its establishment, membership, authority, purposes and duties.

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF FARMINGTON HILLS

RESOLUTION ESTABLISHING THE FARMINGTON HILLS  
CITY COUNCIL INNOVATION, ENERGY, AND  
ENVIRONMENTAL SUSTAINABILITY AD-HOC SUB-COMMITTEE

RESOLUTION NO. R-37-24

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 Aldred 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 sub-committee consisting of up to three Councilmembers for purposes of studying and gathering information to assist Council in determining whether to re-instate a permanent committee relating to innovation, energy, and/or environmental sustainability; 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 Innovation, Energy, and Environmental Sustainability Ad-Hoc Sub-Committee ("IEES Sub-Committee") is established for the purposes of studying and gathering information to assist Council in determining whether to re-instate a permanent committee for innovation, energy, and/or environmental sustainability, including, without limitation, information regarding the past efforts of the following committees and commissions: the former Green Efforts Committee (2008-2011), the former Commission for Energy and Environmental Sustainability (2011-2017), the Parks and Recreation Commission (2017-2021), and the former Innovation, Energy, and Environmental Sustainability Committee (2021-2023). The IEES Sub-Committee is not to vote on or make any decisions or commitments as to such matters.
- 2) Mayor Rich and Councilmember Aldred are appointed to the IEES 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 IEES 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 IEES 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 IEES Sub-Committee

shall report its progress and results to City Council.

- 3) The IEES Sub-Committee shall meet as necessary to complete its tasks within the time frame established under this resolution. The IEES Sub-Committee shall, with the assistance of the City Administration, keep a record of its meetings, information, and findings.
- 4) The IEES Sub-Committee shall expire 12 months/1 year 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 IEES 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    )

I, the undersigned, the duly qualified City Clerk of the City of Farmington Hills, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington Hills at a regular meeting held on March 4, 2024, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 5th day of March, 2024.

  
 CARLY LINDAHL, City Clerk  
 City of Farmington Hills

**FARMINGTON HILLS CITY CODE**

**CHAPTER 2. ADMINISTRATION**

**ARTICLE IV. BOARDS, COMMISSIONS AND COUNCILS**

**DIVISION 12. INNOVATION, ENERGY, AND ENVIRONMENTAL SUSTAINABILITY  
COMMISSION**

**Sec. 2-261. Establishment.**

There is established the Innovation, Energy, and Environmental Sustainability Commission having the purposes set forth in this Division. The Innovation, Energy, and Environmental Sustainability Commission may also be referred to as the "IEES Commission" or the "IEESC".

**Sec. 2-262. Authority, purposes, and duties.**

The IEES Commission is charged with the purposes, authority, and responsibilities set forth in this Section.

- (a) Researching, studying, and working with the City Administration on the following:
  - (1) innovation in the business sector, energy, and environmental sustainability matters;
  - (2) innovation and/or environmental sustainability plans (specific plans for certain facilities, infrastructure, sectors, or areas in the City, and general City-wide plans), and the identification of public and private resources, assistance, cooperative arrangements, and funding for the development and implementation of such plans;
  - (3) potential opportunities, resources, programs, projects, practices, educational efforts, and actions that will enhance, advance, and further develop innovation, energy, and environmentally sustainable practices within the community;
  - (4) energy and sustainability policies and practices, products and services that reflect community values and that result in energy efficiency, environmental sustainability, and/or cost savings; and

- (5) public education on energy conservation and environmental sustainability, which also provides citizens with the skills and abilities to take an active role in making their families, homes, and communities more energy conscious and environmentally sustainable.
- (b) Making itself available to serve as a resource to assist the City Administration with the implementation and promotion of any City plans, projects, or programs consistent with the purposes of the IEESC set forth in this Section.
- (c) Working on projects and issues relating to the IEES Commission's purposes as directed or delegated by the City Council.

**Sec. 2-263. Members; appointment.**

The IEESC shall consist of eleven (11) regular members and two (2) alternate members, and shall include, insofar as possible, one or more residents of the City, representatives of subdivision and condominium homeowners associations in the City, representatives of businesses located in the City, an environmentalist (e.g., in the areas of energy, recycling, or other similar areas), representatives from utility companies providing energy services in the City, representatives from technology service providers in the City, a member of the City's Economic Development Corporation, a student who is engaged in high school or higher-level coursework, and technical/subject matter experts.

**Sec. 2-264. Other applicable ordinances.**

Without limitation, refer to [chapter 2](#), article IV, division 1 of this Code for additional city ordinances that may be applicable to the IEESC.



**AGENDA**  
**CITY COUNCIL MEETING**  
**DECEMBER 9, 2024 – 7:30PM**  
**CITY OF FARMINGTON HILLS**  
**31555 W ELEVEN MILE ROAD**  
**FARMINGTON HILLS, MICHIGAN**  
Telephone: 248-871-2410 Website: [www.fhgov.com](http://www.fhgov.com)  
Cable TV: Spectrum – Channel 203; AT&T – Channel 99  
YouTube Channel: <https://www.youtube.com/user/FHChannel8>

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

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

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

**REGULAR SESSION MEETING**

**CALL REGULAR SESSION MEETING TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

1. Approval of regular session meeting agenda
2. Proclamation recognizing [Sisters Soaring Together](#)
3. Proclamation recognizing [Police Chief King's retirement and years of dedicated service to the City](#)
4. Selection of Mayor Pro Tem

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

**CORRESPONDENCE**

**CONSENT AGENDA - (See Items No. 8-15)**

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

**CONSENT AGENDA ITEMS FOR DISCUSSION**

**COUNCIL MEMBERS' COMMENTS AND ANNOUNCEMENTS**

**CITY MANAGER UPDATE**

**UNFINISHED BUSINESS:**

5. Consideration of approval of the ENACTMENT of [Ordinance C-9-2024](#) to amend the Farmington Hills Code of Ordinances, Chapter 34, "Zoning" in order to restate certain permitted and special approval uses, in particular regarding Gas Stations, Car Washes, and Auto Repair Shops; to establish or clarify standards for approval or redevelopment of uses; and to address drive-through window standards; and summary for publication.
6. Consideration of approval of the ENACTMENT of [Ordinance C-10-2024](#) to authorize the conveyance of city owned property, parcel 22-23-34-408-009, to Claudio Rodrigo Aguilera Quezada; and summary for publication. [CMR 12-24-123](#)

**NEW BUSINESS:**

7. Consideration of approval of first amendment to the Agreement for Participation and Use of Space in The Hatchery Business Incubator. [CMR 12-24-124](#)

**CONSENT AGENDA:**

8. Recommended approval of award of proposal for fire plan review for fire protection and life safety systems to Code Savvy Consultants, Fire Savvy Consultants, and Fire Safety Consultants, Inc. for a period of two years with renewal options. [CMR 12-24-125](#)
9. Recommended approval of the revised fee schedule and submittal requirements associated with fire plan review for fire protection and life safety systems. [CMR 12-24-126](#)
10. Recommended approval of purchase of turnout gear for the Fire Department to Conway Shield (representing Lakeland Fire) in the amount of \$224,000. [CMR 12-24-127](#)
11. Recommended approval of purchase of a replacement vehicle assigned to the Department of Public Services to Lunghamer Ford in the amount of \$58,801. [CMR 12-24-128](#)
12. Recommended approval of the [2025 City Council Annual Meeting Calendar](#).
13. Recommended approval of establishing the [budget study session meeting dates](#) of May 5 and May 6, 2025.
14. Recommended approval of a request for employment under Section 10.01A of the City Charter for a [Birthday Party Leader](#).
15. Recommended approval of City Council [regular session meeting minutes](#) of November 25, 2024.

**ADDITIONS TO AGENDA**

**PUBLIC COMMENTS**

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

**CITY ATTORNEY REPORT**

**CLOSED SESSION**

16. Consideration of approval to enter into a closed session regarding two privileged attorney-client legal opinions and correspondence from the City's attorneys (MCL 15.268(h)). (Note: Council will return to open session immediately following the closed session to take action if needed and to close the meeting).

**ADJOURNMENT**

Respectfully submitted,

Carly Lindahl, City Clerk

Reviewed by:

Karen Mondora, Assistant City Manager

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



## PROCLAMATION

### Sisters Soaring Together

*Celebrating Chartering with Alpha Kappa Alpha Sorority, Incorporated®  
December 15, 2024*

- WHEREAS,** Sisters Soaring Together, an official interest group of Alpha Kappa Alpha Sorority, Incorporated®, has demonstrated exceptional commitment to service, sisterhood and social impact, aligning with the Sorority’s historic legacy of advancing scholarship, leadership, and social justice; and,
- WHEREAS,** the women of Sisters Soaring Together have worked diligently to establish a chapter that will continue the Alpha Kappa Alpha Sorority, Incorporated® legacy of “Service to All Mankind,” addressing community needs and uplifting individuals and families; and,
- WHEREAS,** this profound achievement brings the mission and vision of Alpha Kappa Alpha Sorority, Incorporated® to the Farmington Hills community, creating new opportunities for educational excellence, civic engagement, and the promotion of unity and empowerment, ensuring a legacy of service, academic support and philanthropic endeavors to inspire future generations of leaders; and,
- WHEREAS,** Alpha Kappa Alpha Sorority, Incorporated® has a rich history of addressing societal issues and empowering women to be agents of change, a tradition that the Sisters Soaring Together chapter will proudly uphold and carry forward.

**NOW, THEREFORE, BE IT RESOLVED** that I, Theresa Rich, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby honor and warmly congratulate **Sisters Soaring Together** on this significant milestone and historic occasion of their chapter chartering on December 15, 2024. In recognition of their dedication to the ideals of **Alpha Kappa Alpha Sorority, Incorporated®**, we celebrate this remarkable achievement as they continue to soar in sisterhood and service, positively impacting the Farmington Hills community and beyond.

A handwritten signature in black ink, reading "Theresa Rich", is positioned above a horizontal line.

Theresa Rich, Mayor



**PROCLAMATION**  
**Police Chief Jeff King**  
***On the Occasion of his Retirement***  
**December 16, 2024**

- WHEREAS,** Chief Jeff King has dedicated over 29 years of exemplary service to the Farmington Hills Police Department with unwavering commitment to the safety, well-being and security of the community; and,
- WHEREAS,** during his distinguished career, Chief King has worked tirelessly to build strong relationships with residents, fostered a culture of professionalism, integrity, and accountability, and helped ensure the Farmington Hills Police Department is a pillar of trust and respect in the community; and,
- WHEREAS,** under Chief King’s leadership, the Farmington Hills Police Department achieved numerous successes, including becoming one of the first police departments in the State to receive multiple re-accreditations through the Michigan Law Enforcement Accreditation Commission and becoming the only department in the State in which all first responders are certified in Mental Health Crisis Response; and,
- WHEREAS,** Chief King has been a respected City department leader, colleague and mentor to his fellow officers, encouraging their growth and development, while leading by example with strength, compassion and fairness and without prejudice or partiality to create an environment where a diverse work group can grow and succeed; and,
- WHEREAS,** Chief King leaves behind a legacy of service and leadership in the City that will continue to inspire future generations of law enforcement professionals; and,
- WHEREAS,** as Chief King embarks on a new chapter, we express our deepest gratitude for his dedication and contributions to the safety of our community and commitment to excellence in law enforcement.

**NOW, THEREFORE, BE IT RESOLVED** that I, Theresa Rich, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby honor **Chief Jeff King** for his extraordinary service, and express our heartfelt thanks and best wishes for his future endeavors.

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

Theresa Rich, Mayor

**ORDINANCE NO. C-9-2024**

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

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

**THE CITY OF FARMINGTON HILLS ORDAINS:**

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

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

**34-3.1.25 B-3 GENERAL BUSINESS DISTRICT**

**A. INTENT**

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

**B. PRINCIPAL PERMITTED USES**

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

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

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

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

C. SPECIAL APPROVAL USES

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

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

D. ACCESSORY USES

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

E. DEVELOPMENT STANDARDS

Lot Size

Minimum lot area: Not specified

Setbacks

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



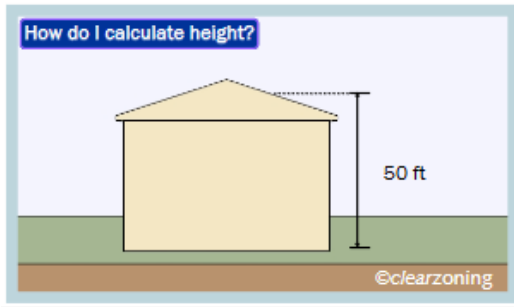
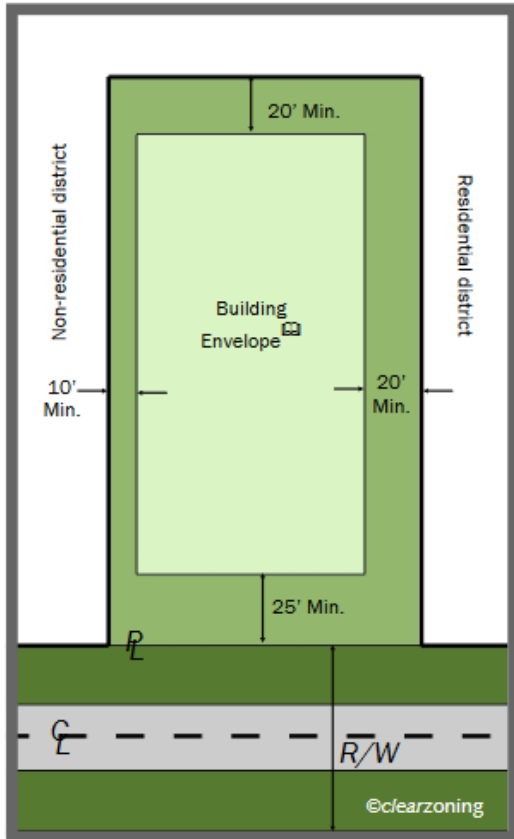
Minimum side yard setback: 10 ft  
 Minimum from residential district: 20 ft  
 Minimum from side street: 25 ft

**Building Height**

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

**Open Space**

Front yard open space required 50%



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

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

### 34-3.1.29 LI-1 LIGHT INDUSTRIAL

#### A. INTENT

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

#### B. PRINCIPAL PERMITTED USES

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

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

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

C. SPECIAL APPROVAL USES

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

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

D. ACCESSORY USES

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

E. DEVELOPMENT STANDARDS

Lot Size

Minimum lot area: Not specified

Setbacks

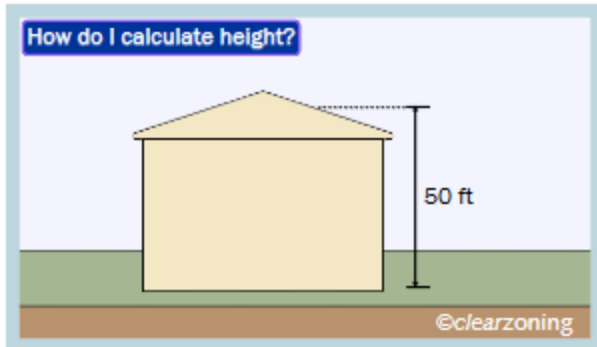
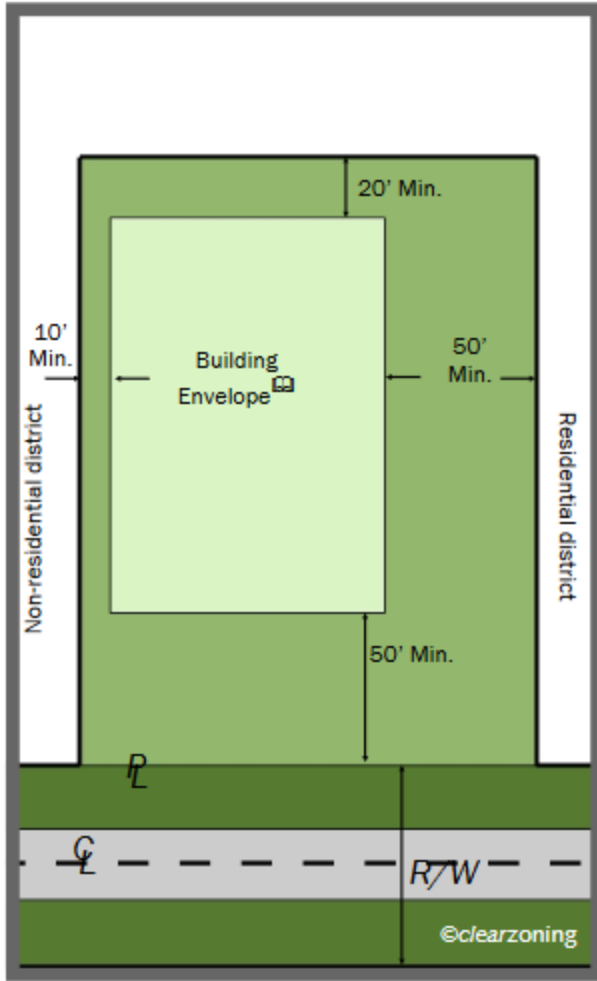
Minimum front yard setback: 50 ft  
Minimum rear yard setback: 20 ft  
Minimum side yard setback: 10 ft  
Minimum from residential district: 20 ft  
Minimum from side street: 25 ft

Building Height

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

NOTES

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



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

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

**34-4.28 GASOLINE SERVICE STATIONS**

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

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

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

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

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

**34-4.31 AUTOMOBILE REPAIR**

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

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

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

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

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

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

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

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

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

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



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

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

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

**34-4.40 VEHICLE WASH**

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

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

**Section 8 of Ordinance. Repealer.**

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

**Section 9 of Ordinance. Savings.**

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

**Section 10 of Ordinance. Severability.**

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

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

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

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

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

Ayes:  
 Nays:  
 Abstentions:  
 Absent:

STATE OF MICHIGAN     )  
   ) ss.  
 COUNTY OF OAKLAND    )

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

---

CARLY LINDAHL, City Clerk  
City of Farmington Hills

SUMMARY  
ORDINANCE NO. C-9-2024  
CITY OF FARMINGTON HILLS  
OAKLAND COUNTY, MICHIGAN

NOTICE of an Ordinance amending the Farmington Hills Code Of Ordinances, Chapter 34, "Zoning," Article 3, "Zoning Districts," Section 34-3.1.25, "B-3 General Business District," and Section 34-3.1.29, "LI-1 Light Industrial"; Article 4, "Use Standards," Section 34-4.28, "Gasoline Service Stations," Section 34-4.31, "Retail Business And Fabrication, Repair, And Processing Of Goods," Section 34-4.35, "Drive-In Restaurants," Section 34-4.36, "Outdoor Space For Sale Or Rental Of New Or Used Motor Vehicles, Trailers, Mobile Homes, Boats, Recreational Vehicles And Other Similar Products," and Section 34-4.40, "Vehicle Wash," in order to restate certain permitted and special approval uses, in particular regarding Gas Stations, Car Washes, and Auto Repair Shops; to establish or clarify standards for approval or redevelopment of uses; and to address Drive-Through Window standards.

A Full Copy Of The Ordinance Is On File In The Clerk's Office For Public Review Between The Hours Of 8:30am And 4:30pm Monday Through Friday.

Sections 1-7, Ordinance Amendment

Section 8, Repealer

Section 9, Savings

Section 10, Severability

Section 11, Effective Date       The provisions of this Ordinance are ordered to take effect twenty-one (21) days after enactment.

Section 12, Date and Publication

CARLY LINDAHL, City Clerk

Publish: Oakland Press 12/15/2024



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

Date: December 9, 2024

Re: Consideration of Approval of an Ordinance Authorizing Conveyance of City Owned Property, parcel 22-23-34-408-009, to Claudio Rodrigo Aguilera Quezada

### ADMINISTRATIVE SUMMARY-

- The City received the referenced property from Oakland County due to tax foreclosure in September 2011. Since late summer of 2011, the City has owned the parcel.
- The parcel is zoned RA-3 one family residential, is .40 acres large, and fronts Osmus Avenue which is located at the mid to south-eastern portion of the City.
- Applicant and resident, Claudio Rodrigo Aguilera Quezada, has presented their interest in purchasing parcel 23-34-408-009 at an amount of \$5,000. This amount was reviewed by our City Assessor.
- The applicant will be required to combine this lot to their preexisting property.
- The applicant has also provided an earnest \$750 deposit as a part of the purchase agreement.
- City staff, along with the City Attorney, have been working on the documents required to close on the sale of this property.
- City Charter requires that City Council adopt an ordinance to convey City owned real property. As such, the City Attorney's office has reviewed this item and has drafted the Quit Claim Deed and Ordinance.
- At a regular Council meeting on November 25, 2025, City Council voted in favor of the consideration of an ordinance to convey the subject property. CMR 11-24-115

### RECOMMENDATION

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

Prepared by: Gary Mekjian, City Manager

Reviewed by: Cristia Brockway, Economic Development Director

Approved by: Gary Mekjian, City Manager

CITY OF FARMINGTON HILLS  
OAKLAND COUNTY, MICHIGAN

ORDINANCE NO. C-10-2024

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

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1.

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

Section 2. Repealer.

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

Section 3. Severability.

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

Section 4. Savings.

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

Section 5. Effective Date.

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

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:

Nays:

Abstentions:

Absent:

STATE OF MICHIGAN    )  
  ) ss.  
COUNTY OF OAKLAND )

I, the undersigned, the qualified and acting City Clerk of the City of Farmington Hills, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington Hills at a meeting held on \_\_\_\_\_, 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 34 KRAVE'S GRAND RIVER HEIGHTS LOT 149

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

Address: None (Vacant, Farmington Hills, Michigan)



SUMMARY  
ORDINANCE NO. C-10-2024  
CITY OF FARMINGTON HILLS  
OAKLAND COUNTY, MICHIGAN

NOTICE of an Ordinance to authorize the conveyance of Lot 149 of Assessor's Krave's Grand River Heights, Parcel # 22-23-34-408-009 (Vacant Land) to Claudio Rodrigo Aguilera Quezada in accordance with the terms of the Agreement Regarding Purchase of Property, signed by the City Manager and Purchaser.

A full copy of the Ordinance is on file in the Clerk's Office for public review between the hours of 8:30am and 4:30pm Monday through Friday.

Section 1, Ordinance

Section 2, Repealer

Section 3, Severability

Section 4, Savings

Section 5, Effective Date

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

Section 6, Enactment

CARLY LINDAHL, City Clerk

Publish: Oakland Press 12/15/2024

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF FARMINGTON HILLS

AGREEMENT REGARDING PURCHASE OF PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

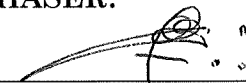
20. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire understanding and agreement between the parties hereto concerning Purchaser's purchase of the Property, and all prior negotiations, discussions, understandings, and agreements concerning the same are deemed to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

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

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

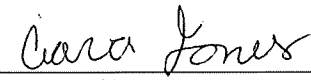
**PURCHASER:**

Dated: 10/17, 2024

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

STATE OF MICHIGAN    )  
  )ss  
COUNTY OF OAKLAND    )

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

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

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

**SELLER:**  
CITY OF FARMINGTON HILLS

Dated: October 21, 2024

[Signature]  
By: Gary Mekjian  
Its: City Manager

Dated: October 21, 2024

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

STATE OF MICHIGAN )  
                                  )ss  
COUNTY OF OAKLAND )

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

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

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

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

**EXHIBIT A**

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

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

Address: Vacant, Farmington Hills, Michigan



**EXHIBIT B**

**Quit Claim Deed**

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

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

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

Signed by:  
CITY OF FARMINGTON HILLS

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

STATE OF MICHIGAN    )  
  ) ss.  
COUNTY OF OAKLAND    )

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

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

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

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

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

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

Address: Vacant, Farmington Hills, Michigan



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

**Date: December 9, 2024**

**Re: Consideration of First Amendment to Agreement for Participation and Use of Space in  
The Hatchery Business Incubator**

### **ADMINISTRATIVE SUMMARY**

- At its June 12, 2023, meeting, the Farmington Hills City Council approved the attached incubator use and participation agreement with Comprehensive GI Solutions PLLC (CMR 6-23-71). The agreement was signed by the parties, with a commencement date of July 1, 2023, and an initial term that is set to expire on December 31, 2024. The agreement allowed for up to five extensions of one-year additional terms, which could be approved administratively upon request of the user.
- Under the 2023 agreement, Dr. Amir Damadi, Lead Partner, for Comprehensive GI Solutions became the first user of the incubator space located on the third floor of The Hawk. This space was agreed to be used for a fee of \$1,950 per month, with an increase of \$65 per month for any extended terms.
- After discussion with the business, they are interested in remaining in the existing space for an additional term.
- This is a proposed First Amendment to the agreement for the following purposes: (1) to reduce the period for terminating without cause from 180 to 60 days; (2) to allow the City to adjust the size of the overall Incubator Area in its discretion; (3) to identify the applicability of industry accepted Standard Operating Procedures for the lab; (4) to revise the former Incubator Manager provision and Exhibit F to remove the previously stated City "intention" to enter into an agreement with an independent contractor/corporation to provide an Incubator Manager, and instead provide the City with flexibility in this regard. The First Amendment also allows a one-year extension through December 31, 2025, which is brought to City Council due to the timing for a formal extension request not being met.
- The company would continue to use approximately 1,000 square feet of lab space, along with the shared space, on the 3<sup>rd</sup> floor of the The Hawk (formerly part of lab classroom #347)
- City Staff and the City Attorney have worked together to prepare the First Amendment to the agreement for Council consideration.

## **RECOMMENDATION**

IT IS RESOLVED, that City Council approve the First Amendment to the Agreement for Participation and Use of Space in The Hatchery Business Incubator and authorize the City Manager to execute said Amendment on behalf of the City, subject to City Attorney and City Manager approval of necessary adjustments, if any, to the contract language to finalize its terms with the Incubator Participant company.

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**

**FIRST AMENDMENT TO AGREEMENT FOR PARTICIPATION AND USE OF SPACE IN  
THE HATCHERY BUSINESS INCUBATOR**

**THIS FIRST AMENDMENT TO AGREEMENT FOR PARTICIPATION AND USE OF SPACE IN THE HATCHERY BUSINESS INCUBATOR** (the “First Amendment”), dated \_\_\_\_\_, 2024, is between the City of Farmington Hills (“City”) and Comprehensive GI Solutions, PLLC (“Participant”).

**RECITALS:**

**WHEREAS**, City and Participant entered into the Agreement for Participation and Use of Space in the Hatchery Business Incubator,” dated July 5, 2023 (the “Agreement”).

**WHEREAS**, pursuant to Section 6.17 of the Agreement, City and Participant enter into this First Amendment for purposes of mutually agreeing to an extension and amendments of various provisions of the Agreement as set forth in this First Amendment.

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

1. Section 3.03 of the Agreement is hereby amended to read as follows:

“3.03. Termination. Participant shall have the right to terminate this Agreement by written notice upon a material breach by City, which written notice shall identify the material breach and provide City thirty (30) days to cure the breach and state a date no more than thirty (30) days after the aforementioned thirty (30) day cure period on which the termination shall become effective if City fails to cure and by which Participant shall discontinue its use and vacate the Participant Business Area. City or its Incubator Manager shall have the right to terminate this Agreement by written notice upon a material breach by Participant that has not been cured in accordance with this Agreement, which written notice of termination shall require Participant to discontinue its use and vacate the Participant Business Area no less than thirty (30) days after the date of the notice. Either Party shall have the right to terminate this Agreement at any time without cause, provided such termination shall be effective upon at least sixty (60) days advance written notice to the other Party, and Participant shall discontinue its use and vacate the Participant Business Area no later than the effective date of such notice.”

2. Subsection 4.01.A of the Agreement is hereby amended to read as follows:

“A. Participant shall locate, operate, and conduct its business operations at and within the Incubator Area in accordance with this Agreement and otherwise comply with this Agreement. City reserves the right and may, at any time, expand or contract the Incubator Area described on Exhibit A to the Agreement.”

3. Section 5.05 of the Agreement is hereby amended to read as follows:

“5.05. Standard Operating Procedures; Rules and Regulations. Participant shall comply, at all times, with all Standard Operating Procedures applicable to BSL-1 Laboratories established in the industry or by the Incubator Manager (“SOPs”) and all Rules and Regulations as established by City or the Incubator Manager (“R&Rs”) pertaining to the use of the Building, Participant Business Area, Shared Facilities, and/or Incubator Area. City or its Incubator Manager shall provide Participant a written copy

of SOPs and R&Rs, if any, that are established by City or the Incubator Manager, as well as any revisions or restatements of same as may established from time to time. It is understood and agreed that all such SOPs and R&Rs, and any amendments and restatements of them from time to time, shall have retroactive effect, unless otherwise specifically stated in the SOPs and R&Rs, amendments, or restatements. In the event of conflicts between SOPs established in the industry for BSL-1 Laboratories and SOPs established by the Incubator Manager, the SOPs established by the incubator Manager shall apply, unless City notifies Participant otherwise.”

4. Section 6.05 of the Agreement is hereby amended to read as follows:

“6.05. Incubator Manager. Participant has been advised and acknowledges that it is the first participant to locate its business in The Hatchery Business Incubator. The Parties agree that City has the right, but does not have an obligation, to enter into an agreement with an independent contractor/corporation to operate and manage The Hatchery Business Incubator at any time, which company, or an employee thereof, may, in City’s discretion, assume all or a portion of the duties of the Incubator Manager in this Agreement. City or its current Incubator Manager will notify Participant of, and Participant agrees to accept, any such assumption of the Incubator operation and management by another party and Participant agrees to, upon request by City, enter into a restated agreement for its use and participation in The Hatchery Business Incubator with the independent contractor/corporation upon its taking over the operation and management of said Incubator, and in such event, the Parties agree that this Agreement shall be terminated by mutual consent and without any breach, penalties, or fees imposed on any Party.”

5. Exhibit F is amended and replaced by Amended Exhibit F attached to this First Amendment.

6. City and Participant agree to one additional one (1) year Extended Term with a \$65.00 increase in Participant’s monthly payments to City. City hereby waives the six (6) month advance written notice and request requirement under Section 3.02 of the Agreement for the foregoing one (1) year Extended Term only. The six (6) month advance written notice and request under Section 3.02 of the Agreement shall apply to any future Extended Term.

7. All words and phrases that are defined or given meaning in the Agreement shall retain and have the same definition and meaning in this First Amendment.

8. All recitals in and exhibits attached to the Agreement shall remain unchanged, unless the provisions of this First Amendment amend or are in direct conflict with all or any portion of such recitals and exhibits, and in such cases, the provisions of this First Amendment shall apply.

9. Except as expressly set forth in this First Amendment, all of terms, conditions and obligations contained in the Agreement remain unchanged and are in full force and effect.

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

\*  
\*

*[Intentionally blank. Signatures on Next Page.]*

\*  
\*

WITNESS:

**COMPREHENSIVE GI SOLUTIONS, PLLC,**  
a Michigan limited liability company

\_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) SS  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of Comprehensive GI Solutions, PLLC, a Michigan professional limited liability company, on its behalf.

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

Attested by:

**CITY OF FARMINGTON HILLS,** a  
Michigan municipal corporation

\_\_\_\_\_  
CARLY LINDAHL, Its City Clerk

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, and attested to by Pamela B. Smith, Clerk, on behalf of the City of Farmington Hills.

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

## **AMENDED EXHIBIT F**

### **INCUBATOR SERVICES**

(List)

Participant has been advised and acknowledges that it is the first participant to locate its business in The Hatchery Business Incubator and that City does not currently, but may, in its sole discretion, provide some or all of the following resources and services, and possibly others, as part of the Hatchery Business Incubator program:

- A company link and brief description on an incubator web site.
- Periodic progress reviews.
- Assistance in enhancing Participant's business plan.
- Assistance in preparing presentations for potential investors and press releases.
- Access to business and technical advice from incubator staff and volunteer advisors.
- Access to incubator-sponsored trainings and events.
- Referrals to service providers, many of whom may offer discounts to incubator participants.
- Consulting services provided by the professional staff of the incubator.
- Access to the Shared Facilities, potentially including shared office and scientific equipment, computer resources and consulting services as available, certain equipment, computer, and consulting services in the areas of business development, strategic planning, marketing, finance, operations management, and information systems when available.
- Some services may be provided on a trial basis for up to one fiscal year quarter, and possibly thereafter. Services may be discontinued at any time.



**REPORT FROM THE CITY MANAGER TO CITY COUNCIL**

June 12, 2023

**SUBJECT: CONSIDERATION OF AGREEMENT FOR PARTICIPATION AND USE OF SPACE IN THE HATCHERY BUSINESS INCUBATOR****ADMINISTRATIVE SUMMARY**

- At its August 15, 2022 meeting, the Farmington Hills City Council approved a resolution endorsing the buildout and providing the necessary equipment for the establishment of one (1) laboratory on the third floor of the Hawk and also earmarked funds for maintenance and future building needs of the Innovation Center.
- Staff has worked very closely with the EDC throughout this entire process and together, significant progress has been made on the Incubator on the third floor of The Hawk, now known as The Hatchery.
- The Hatchery is currently planned to be organized as follows: The City owns The Hawk facility. Individual members of the EDC have established a separate nonprofit called “The Hawk Hatchery, Inc.”, which will enter into a Concession Agreement with the City (similar to other currently existing Concession Agreements with SOAR and HSE Sports at The Hawk) for purposes of operating and managing the Incubator in a designated portion of the 3rd Floor of The Hawk on behalf of the City. Under that Concession Agreement with the City, the Executive Director (E.D.) of The Hawk Hatchery, Inc. will perform the day-to-day operations of the Incubator for the City. The nonprofit is in the process of finding an E.D. to serve in this capacity. The Concession Agreement with the Hawk Hatchery, Inc., and all its details, will come to City Council for approval in the near future.
- Comprehensive GI Solutions, PLLC is a company that indicates it is ready to participate in and use the Incubator right now. As such, the Agreement for Participation and Use of Space in The Hatchery business incubator presented to Council this evening will be an interim arrangement, with provisions to merge into and under the management of the Incubator by The Hawk Hatchery, Inc. in the future. Until that time, the City will directly provide for the management and operation of the Incubator under this Agreement.
- The Agreement allows this company to use an approximately 1,000 sq. ft. lab space area on the 3<sup>rd</sup> Floor of The Hawk (formerly part of lab classroom #347) for an initial term ending on December 31, 2024, with up to five one-year extensions that may be administratively approved under the Agreement. The company will pay \$1,950.00/mo., plus real and personal property taxes, for the initial term, plus an additional \$65.00/mo. for any extended terms. The company has indicated that it is ready to commence its use immediately.
- The City Attorney and Staff have prepared the Agreement for Council consideration.

## **RECOMMENDATION**

It is recommended that City Council approve the Agreement for Participation and Use of Space in The Hatchery Business Incubator and authorize the City Manager to execute said Agreement on behalf of the City, subject to City Attorney and City Manager approval of necessary adjustments, if any, to the contract language to finalize its terms with the Incubator Participant company.

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 FOR PARTICIPATION AND USE OF SPACE IN  
THE HATCHERY BUSINESS INCUBATOR**

**THIS AGREEMENT**, dated July 5th, 2023, is between the City of Farmington Hills (“City”) and Comprehensive GI Solutions, PLLC (“Participant”).

**RECITALS:**

**WHEREAS**, City owns the building located at 29995 Twelve Mile Road, Farmington Hills, Michigan 48334, commonly known as “The Community Center” and referred to in this Agreement as the “Building”.

**WHEREAS**, in order to foster and enable the establishment, growth, and location of businesses in the community and to promote and provide for the general economic development and well-being of the community, City has (a) established a business incubator known as “The Hatchery Business Incubator,” which is located in the portion of the Building described on the attached **Exhibit A** and referred to in this Agreement as the “Incubator Area”; and (b) designated the City Economic Development Director as its “Incubator Manager”, which will perform the day-to-day operation and management of The Hatchery Business Incubator, including, without limitation, the Participant Business Area, Incubator Area, Shared Facilities, communications with Participant and other businesses located in The Hatchery Business Incubator, and the activities, training, services, equipment, and facilities provided by The Hatchery Business Incubator.

**WHEREAS**, Participant is a small start-up business that desires the opportunity (a) to locate its business within the portion of the Incubator Area described on the attached **Exhibit B** and referred to in this Agreement as the “Participant Business Area” for the period of time described in this Agreement; (b) to actively participate in and utilize the business incubation program, including among other things activities, training, services, equipment, and facilities provided by The Hatchery Business Incubator described in and pursuant to this Agreement; and (c) to grow its business while participating in and using the Incubator with the intent, upon graduation from incubation program, to locate its business in the City of Farmington Hills.

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

**1.0. PARTICIPANT BUSINESS AREA.**

**1.01. License and Permitted Use.** Subject to the terms and conditions of this Agreement, City hereby grants to Participant the right and license to use the Participant Business Area and the City-owned equipment, furniture, and fixtures therein solely for the following business: Biosafety Level 1 Laboratory (referred to hereinafter as “BSL-1 Laboratory”) performing pathology services that include processing tissue specimens and producing and staining microscopic slides delivered by or received from off-site medical office clients (referred to hereinafter as the “Permitted Business Use”). The City-owned equipment, furniture, and fixtures in the Participant Business Area are described on the attached **Exhibit C** and are referred to hereinafter as the “Business Area Amenities”. During the term on this Agreement, Participant’s right to use the Participant Business Area shall be exclusive in the sense that City shall not grant to any other person or entity any right or license to use the Participant Business Area.

**1.02. Participant Business Area and City Business Area Amenities.** Prior to executing this Agreement, Participant has inspected the Participant Business Area and the Business Area Amenities and

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found them to be acceptable in their "AS IS" condition for the Permitted Business Use. Participant shall be responsible, at its expense, for the proper use, cleaning, care, and upkeep of the Participant Business Area and Business Area Amenities, and City shall be responsible, at its expense, for repairs, maintenance, and replacement of any of the Business Area Amenities that can no longer be used due to normal wear and tear and the need for replacement is not due to neglect of, improper use of, or failure to properly clean or otherwise care for such item of equipment, furniture, or fixture. If the need for repair or replacement of any of the Business Area Amenities is due to Participant's neglect of, improper use of, or failure to properly clean or otherwise care for any such Business Area Amenities, Participant shall reimburse the City for the repair or replacement within thirty (30) days of a billing for same.

**1.03. Participant Supplies, Equipment, and Furniture.** Participant shall be responsible, at its own expense, for providing all supplies and all other equipment and furniture necessary for the Permitted Business Use. Participant shall be responsible, at its expense, for all necessary care, cleaning, upkeep, maintenance, repairs, and replacement of all Participant's equipment, furniture, and supplies. A list of all equipment and furniture the Participant will place and use in the Participant Business Area is provided in the attached **Exhibit D**. During the term or terms of this Agreement, Participant shall be responsible for providing written notification to City's designated Incubator Manager of additional equipment and furniture that Participant places in the Participant Business Area, such that City is aware of same and the list remains accurate and current. City retains the right, in its discretion, to prohibit the addition of equipment and furniture. The equipment and furniture listed on **Exhibit D** and any added equipment and furniture listed in any subsequent written notice of same shall remain under the ownership of Participant and may be removed by Participant within seven (7) calendar days after the termination or expiration of this Agreement. Any equipment or furniture in the Participant Business Area that is not removed within seven (7) calendar days after the termination or expiration of this Agreement or not listed on **Exhibit D** or on any subsequent written notice of added equipment and furniture provided to the City pursuant to the requirements of this Section 1.03 at the termination or expiration of this Agreement, is hereby deemed and agreed by Participant to be the property of the City and shall not be removed from the Participant Business Area, except by City or with City's permission.

**1.04. Prohibited Use.** Participant is not permitted to use any area, space, facility, equipment, furniture, or supplies in the Incubator Area, Building, or elsewhere in the City of Farmington Hills, except as specifically permitted in this Agreement or unless specifically approved or directed by authorized representatives of City in writing.

## **2.0. SHARED FACILITIES AND SERVICES.**

**2.01. Incubator Shared Facilities.** Subject to the terms and conditions of this Agreement, Participant is permitted to share, with other Hatchery Business Incubator participants, use of the facilities, equipment, furniture, business resources, and materials in the areas described on the attached **Exhibit E** (the "Shared Facilities") for purposes associated with its Permitted Business Use and its use of and participation in the Incubator Services. City owns all equipment, furniture, business resources, supplies, and other materials in the Shared Facilities, and Participant shall not remove any equipment, furniture, business resources, supplies, or other materials from the Shared Facilities area. At all times, Participant shall comply with any and all rules, regulations, restrictions, and instructions established or communicated by City or its Incubator Manager regarding Participant's use of the Shared Facilities. If the need for repair or replacement of any of the equipment, furniture, business resources, supplies, and other materials in the Shared Facilities is due to Participant's improper use of them, Participant shall reimburse the City for the repair or replacement within thirty (30) days of a billing for same.

**2.02. Incubator Services.** City, through its Incubator Manager, may offer and provide Participant business consulting, business education, and other services described on the attached **Exhibit F** or hereafter offered by City through its designated Incubator Manager (the "Incubator Services"). City or its Incubator Manager may charge fees for certain Incubator Services. The extent, if any, to which City and its Incubator Manager staff, equip, and supply the Shared Facilities and provide business consulting,

business education, and other services to Participant shall be within the sole discretion of City and its Incubator Manager.

### **3.0 COMMENCEMENT AND DURATION.**

**3.01. Commencement Date.** This Agreement shall become effective as of July 1, 2023 (the "Commencement Date").

**3.02. Expiration and Extensions.** This Agreement shall expire on December 31, 2024 ("Initial Term"); provided, however, the Parties may extend this Agreement for up to five (5) additional one (1) year terms ("Extended Terms") if: (a) no less than six (6) months prior to the expiration of the Initial Term and any Extended Term, Participant sends a written notice to City and its Incubator Manager stating its request and agreement to extend for an additional one (1) year term with a \$65.00 increase in its monthly payments to City; and (b) after receipt of Participant's written notice, City and its Incubator Manager send a written notice to Participant approving and agreeing to the extended term and monthly payment increase. The term of any approved and agreed upon Extended Term shall run from January through December of the subsequent calendar year.

**3.03. Termination.** Participant shall have the right to terminate this Agreement by written notice upon a material breach by City, which written notice shall identify the material breach and provide City thirty (30) days to cure the breach and state a date no more than thirty (30) days after the aforementioned thirty (30) day cure period on which the termination shall become effective if City fails to cure and by which Participant shall discontinue its use and vacate the Participant Business Area. City or its Incubator Manager shall have the right to terminate this Agreement by written notice upon a material breach by Participant that has not been cured in accordance with this Agreement, which written notice of termination shall require Participant to discontinue its use and vacate the Participant Business Area no less than thirty (30) days after the date of the notice. Either Party shall have the right to terminate this Agreement at any time without cause, provided such termination shall be effective upon at least (6) months advance written notice to the other Party, and Participant shall discontinue its use and vacate the Participant Business Area no later than the effective date of such notice.

**3.04. Surrender.** Upon expiration or termination of this Agreement, Participant shall surrender the Participant Business Area in good condition and repair, reasonable wear and tear and damage by casualty excepted. Participant may remove from the Participant Business Area only its personal property and shall repair any damage to the Participant Business Area caused by such removal. Any property of Participant not so removed within seven (7) days will be deemed abandoned by Participant.

### **4.0 USE FEES AND OTHER CONSIDERATION.**

**4.01. Monthly Use Fees and Other Consideration.** In consideration for the rights and privileges granted to Participant under this Agreement, Participant agrees to do and comply with the following:

A. Participant shall locate, operate, and conduct its business operations at and within the Incubator Area in accordance with this Agreement and otherwise comply with this Agreement.

B. Participant agrees to attend and participate in the Incubator Services offered and provided by the City or its Incubator Manager. Participant agrees to pay the City or its Incubator Manager the fees, if any, associated with Incubator Services that Participant attends, participates in, or utilizes.

C. Participant shall pay to City a use fee on or before the first (1<sup>st</sup>) day of each month starting on the Commencement Date (the "Monthly Use Fee"). During the Initial Term, the Monthly Use Fee shall be in the amount of \$1,950.00 for each month or portion of a month, and the Monthly Use Fee shall increase by \$65.00 annually for each Extended Term thereafter, if any. It is agreed that Participant shall not be in material breach of this Agreement unless a Monthly Use Fee has not been paid to City on or before the tenth (10<sup>th</sup>) day of each month. Any Monthly Use Fee paid after the 10<sup>th</sup> day of any month shall include an additional amount equal to seven (7%) percent of the overdue Monthly Use Fee for that month (the "Late Charge"). The Parties agree that the Late Charge represents a fair and reasonable estimate of the costs that

will incur by reason of any such late payment by Participant. Acceptance of the Late Charge by City shall not constitute a waiver of Participant's breach with respect to the overdue amount, nor prevent City from exercising any other rights and remedies available to City under this Agreement.

D. If, prior to expiration of this Agreement or the effective date of a notice of termination pursuant to Section 3.03, Participant vacates or discontinues use of the Participant Business Area, Participant shall pay City an early termination fee equaling six-times (6X) the Monthly Use Fee that is applicable under Section 4.01(C) at the time of such vacation or discontinuation of use (the "Early Termination Fee"), as liquidated damages.

E. Participant has this day deposited with City the sum of \$1,950.00, receipt of which is hereby acknowledged by City, as security for Participant's full and faithful performance of the terms and conditions of this Agreement and for the cost of any trash removal, housecleaning, and repair or correction of damage in excess of normal wear and tear within the Participant Business Area (the "Security Deposit"). The Security Deposit or any balance thereof shall be returned without interest within thirty (30) days after Participant has vacated and left the premises in an acceptable condition (following a personal inspection by City) and surrendered all keys. If City determines that any loss, damage, or injury chargeable to the Participant hereunder exceeds the Security Deposit, City, at its option, may retain the said sum as liquidated damages or may apply the sum against any actual loss, damage, or injury and the balance thereof will be the responsibility of Participant. It is further understood and agreed that the Security Deposit is not to be considered as the last Monthly Use Fee under this Agreement.

#### 5.01 **GENERAL TERMS AND CONDITIONS.**

##### **5.01. Utility Services and Property Taxes.**

A. Service facilities and outlets for utilities provided by City are limited to those existing in the Participant Business Area at the Commencement Date. Any updating, modification or addition of service facilities and outlets for utilities after the Commencement Date shall be at the sole cost and expense of Participant, must be approved in advance and in writing by City, and must be made in compliance with the pertinent provisions of the applicable building codes, ordinances, laws, and regulations. City will, at its cost and expense, provide the Participant Business Area with electrical, gas, water, heat, air conditioning, and sewer service, as exists at the Commencement Date. If Participant requires any additional or enhanced utility services, it will be at Participant's sole cost and expense and subject to approval of City and the Incubator Manager. Participant releases City and Incubator Manager from any liability for any loss or damage caused by reason of interruption of any utility service to the Participant Business Area or Incubator Area.

B. Participant shall pay all real and personal property taxes levied against the Participant Business Area and personal property of the Participant located therein, coming due from and after the Commencement Date of this Agreement.

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

**5.03. Indemnity.** To the fullest extent permitted by law, Participant agrees to defend, pay on behalf of, indemnify, and hold harmless City, with respect to any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed, or recovered against or from City, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arises out of Participant's use or occupancy of the Participant Business Area, Incubator Facilities, Incubator Services, or Incubator Area, or the actions or inactions of Participant or Participant's agents, officers, members, directors, managers, volunteers, contractors and/or employees. For purposes of this Section 5.03, the term "City" shall be deemed to include the City of Farmington Hills, and its Incubator Manager, elected officials, appointed officials, officers, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, attorneys, representatives, consultants, and/or any

such persons' successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities), and/or any persons acting by, through, under, or in concert with any of them.

**5.04. Liaisons, Communications and Meetings.** For purposes of all communications between the Parties, City hereby designates the Incubator Manager as its liaison and sole point of contact and Participant designates its Managing Partner Dr. Amir Damadi as its liaison. Participant agrees to meet with the Incubator Manager, upon request, to review the performance of this Agreement, the day-to-day operations of the Permitted Business Use, and the condition of the Participant Business Area.

**5.05. Standard Operating Procedures; Rules and Regulations.** Participant shall comply, at all times, with all Standard Operating Procedures ("SOPs") and Rules and Regulations ("R&Rs") established by the City or the Incubator Manager pertaining to the use of the Building, Participant Business Area, Shared Facilities, and/or Incubator Area, as now exist or may hereafter be adopted. City or its Incubator Manager shall provide Participant a written copy of all such SOPs and R&Rs, as well as any revisions or restatements of same as may established from time to time. It is understood and agreed that all such SOPs and R&Rs, and any amendments and restatements of them from time to time, shall have retroactive effect, unless otherwise specifically stated in the SOPs and R&Rs, amendments, or restatements.

**5.06. Signage and Advertising.** Participant is not permitted to affix or otherwise place any signage or advertising inside or outside of the Building. Upon Participant's request, and only with the approval of the Incubator Manager, Participant may be permitted to place one nameplate for identifying Participant on or near the entry door to the Participant Business Area.

**5.07. Personnel.**

A. Participant warrants that all personnel and employees of Participant ("Employees") who are assigned by Participant to perform work within the Incubator Area shall be fully qualified and trained to properly, safely, and lawfully perform such work.

B. Participant shall be responsible for the hiring, management, benefits (if any), and remuneration of all Employees. Participant shall provide the necessary Employees to undertake the work associated with the Permitted Business Use in a safe, proper, and lawful manner, and all such Employees shall be the employees, volunteers or contractors of Participant, and not City or the Incubator Manager. Participant shall be responsible for hiring its own Employees and shall comply with all state and federal laws and regulations relating to employment.

C. Upon request, Participant will provide City or its Incubator Manager with a list of all current Employees who will be Incubator Area at any time, including name, address, and driver's license number.

D. City reserves the right to request that Participant remove any of Participant's Employees from the Building for reasonable cause. Such causes shall include, but are not limited to, the following:

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

**5.08. Specifications; Standards and Conduct.**

A. Participant shall be responsible for emptying the wastebaskets and vacuuming the carpets, if any, in the Participant Business Area, and disposing it in a manner designated by the Incubator Manager and/or the SOPs. Participant shall be responsible for the cleaning of the equipment, tables, furniture, and fixtures that are located in the areas of the Participant Business Area or other areas it is using.

B. Participant shall permit no nuisance to accompany its operations in connection with this Agreement and shall promptly abate the same upon notification thereof.

C. Subject to Section 5.22.B, City shall have the right to enter and inspect the Participant Business Area at any time. City shall also have the right to impose reasonable regulations or requirements to ensure proper care, maintenance, and upkeep, as reasonably determined by City.

**5.09. Complaints.** Participant shall respond to all complaints relative to Participant's Employees, Participant's uses of the Participant Business Area or the Shared Facilities, and shall forward

copies of all written complaints and the responses thereto to the Incubator Manager and City's designated liaison under Section 5.05 within (10) days after receipt of the original complaint.

**5.10. Hours of Operation.** Participant shall have access to the Incubator Area, including Participant Business Area, during the normal hours of operation of The Hawk Community Center established and posted on the Building or City's website from time to time by City in its discretion. The normal hours of operation do not include any special shows or events at The Hawk Community Center. Participant may be permitted access outside the normal hours of operation if requested in writing to and approved by the City's Special Services Department Director, or her designee, in her sole discretion. This provision shall in no way affect Participant's exclusive use of the Participant Business Area as described in Section 1.01.

**5.11. Improvements and Installations.** Unless otherwise agreed by the Parties in writing, any changes and improvements made, and any installations and fixtures added, by Participant to the Participant Business Area shall be at Participant's sole expense and shall become City's property upon completion. Participant shall make no improvements or installations in or to the Participant Business Area, or any other area of the Building, without the prior written consent of City. Participant shall not demolish, destroy, damage or alter the whole or any part of the Building, Participant Business Area, Shared Facilities, or Incubator Area, in the event of any such demolition, destruction, damage, or alteration, Participant shall pay City all costs and expenses of repair and replacement within thirty (30) days of the date of the City invoicing Participant for same.

**5.12. Destruction of Premises.** In the event of the partial or complete destruction of the Participant Business Area, Participant assumes all of the risk of loss. If Participant is not responsible for the Participant Business Area's destruction and the destruction is such that Participant is not able to perform its Permitted Business Uses, then the Monthly Use Fees set forth in paragraph 4.01.C shall abate until such time as the Participant Business Area are restored, at the expense of City or its insurance provider.

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

**5.14. Non-discrimination in Services.** Participant agrees that the Incubator Area, Shared Facilities, and Incubator Services shall be equally available for use by all approved small businesses and their employees regardless of race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, source of income, family status, sexual orientation or gender identity of that person, that person's relatives, or that person's associates, unless such discrimination is allowed under federal, state or City laws or ordinances.

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

**5.16. Assignment.** Participant shall not assign this Agreement in whole or in part without the prior written approval of City, which the City may withhold for any reason or no reason at all in its sole discretion.

**5.17. Subcontracting.** Participant shall not enter into any subcontract of any nature, formal or informal, concerning the Participant Business Area with any individual, partnership, company or corporation without prior approval of City; it being understood that the only activities that Participant, alone, may conduct on, upon, or from the Participant Business Area and the Incubator Area are as authorized under the terms of this Agreement.

**5.18. Encumbrances.** Participant shall not lease, license, hypothecate, or mortgage the whole or any part of the Building, Incubator Area, or Participant Business Area, nor assign or encumber directly or indirectly any interest whatsoever in the Building, Incubator Area, Participant Business Area, or City's



personal property, and shall not transfer any interest or rights in the same (whether by assignment or other contract).

**5.20. Environmental.** Participant shall not use, store or dispose of any hazardous substances in the Participant Business Area or anywhere else in the Building, except for the use and storage of substances that are customarily used in the Permitted Business Use and approved by the Incubator Manager. Any such use and storage must comply with all federal, state and local environmental laws and regulations as well as safe laboratory practice, appropriate for the material, procedure and use. Participant further agrees that it will comply with all of City's SOPs, R&Rs, policies, rules, and procedures, including, but not limited to those relating to the storage, use, and handling of hazardous substances, including, but not limited to radioactive materials, pathogens, toxins, recombinant DNA, blood borne pathogens, hazardous chemicals or select agents. The term hazardous substances means any hazardous waste, substance or toxic materials regulated under any federal or state environmental laws or local regulations or ordinances that apply to the Participant Business Area or the Building. Participant will defend, indemnify and hold harmless City against and from any all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses, of any nature whatsoever, including, without limitation, attorney fees and costs, suffered or incurred by City resulting from Participant's discharge of hazardous substances on, in, or under the Building, the Participant Business Area, or the land upon which the Building is located, including but not limited to any resultant loss of value of said Building or land. Participant will be responsible for the cost of cleaning and decontamination of any and all chemical fume hoods in the Participant Business Area, including the ductwork up to the Phoenix valve, and City will perform the work or have the work performed by an approved City contractor.

**5.20.A. Showings.** Subject to Section 5.22.B, City may show the Participant Business Area to prospective Incubator participants, on not less than one business days' notice to Participant.

**5.21. Material Breach and Remedies.** Failure to comply with any of Participant's obligations set forth above in Sections 1.0, 2.0, 3.0, 4.0, or 5.0 shall constitute a material breach of this Agreement. In the event of a material breach of this Agreement, Participant shall have a period of thirty (30) days after the date of written notice from City or its Incubator Manager to cure the breach in a manner set forth in the notice or otherwise satisfactory to City and its Incubator Manager. Upon Participant's failure to cure the breach as provided in this Section, City may: (A) terminate this Agreement as provided under Section 3.03 and Participant shall be obligated to pay City liquidated damages equaling six-times (6X) the Monthly Use Fee that is applicable under Section 4.01(C) at the time of such termination; and (B) pursue any other remedies available by law or in equity. Also upon Participant's failure to cure the material breach as provided in this Section, Participant shall pay to City the actual reasonable fees and disbursements (including, without limitation, reasonable attorneys' fees and costs) incurred by City in enforcing this Agreement. All rights and remedies of City shall be cumulative.

**5.22. HIPAA; Regulatory Compliance.**

A. The Parties acknowledge that the Permitted Business Use includes activities regulated under Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA"). Notwithstanding anything in this Agreement to the contrary, any property of Participant (including without limitation books and records, data files, computer servers and other computer hardware and software) that contains any personally identifiable health information, as defined by HIPAA (the "Regulated Property") shall be the sole and exclusive property of Participant. Upon termination of this Agreement for any reason whatsoever, City shall relinquish any claim to, or possession of, any Regulated Property. City shall respect the confidentiality of Regulated Property to which City may inadvertently be exposed to when accessing the Participant Business Area and shall not remove any Regulated Property from the Participant Business Area, whether it be paper, desktop devices, computers or related electronic devices. Notwithstanding anything in this Section to the contrary, after the termination or expiration

of this Agreement, any Regulated Property that remains within the Incubator Area for a period of thirty (30) days after written notice to Participant requiring its removal may either be shredded, destroyed, discarded, or delivered to Participant's liaison or registered agent and Participant shall pay all delivery costs incurred by City within thirty (30) days of a billing for same.

B. City acknowledges that for Participant to comply with HIPAA, Participant must restrict access to any cabinets, drawers, boxes, or bins in the Participant Business Area where patient medical records are kept or stored. City hereby agrees that, notwithstanding the rights granted to City pursuant to this Agreement, except when accompanied by an authorized representative of Participant, neither City, nor its employees, agents, representatives, or contractors (including Incubator Manager) shall be permitted to access cabinets, drawers, boxes, or bins where patient medical records are kept and/or stored or where such access is prohibited by applicable state or federal health care privacy laws. The Parties further agree to comply with the provisions of HIPAA and all applicable medical privacy laws in connection with City's entry into the Premises. If a place where patient medical records are stored is not conspicuously labeled as containing "Confidential Records," City shall not be in breach of this subsection for accessing such place.

C. It is Participant's understanding that this Agreement, and the license provided under this Agreement, satisfactorily comply with the requirements of the federal Stark law, 42 U.S. Code § 1395nn in terms of Participant's rights to exclusive use of the Participant Business Area for the Permitted Business Use under Section 1.01. The Parties acknowledge and agree that Participant intends to use the Participant Business Area as a "Centralized Building" as such term is defined in 42 CFR § 411.351, and this Agreement shall be construed such that the Participant Business Area complies as a "Centralized Building" such that it shall not be shared by more than one group practice, by a group practice and one or more solo practitioners, or by a group practice and another provider or supplier (for example, a diagnostic imaging facility) as required by the federal Stark law, 42 U.S. Code § 1395nn.

#### **6.0. MISCELLANEOUS TERMS AND CONDITIONS.**

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

*City:*  
City of Farmington Hills  
Attn: City Manager  
31555 West Eleven Mile Rd.  
Farmington Hills, MI 48336

*Incubator Manager:*  
City of Farmington Hills  
Attn: Economic Development Director  
31555 West Eleven Mile Rd.  
Farmington Hills, MI 48336

*Participant:*  
Comprehensive GI Solutions, PLLC  
Attn: Dr. Amir Damadi  
22250 Providence Drive suite 606  
Southfield, MI 48075

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

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

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

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

**6.05. Incubator Manager.** Participant has been advised and acknowledges that it is the first participant to locate its business in The Hatchery Business Incubator and that City intends to enter into an agreement with an independent contractor/corporation to operate and manage The Hatchery Business Incubator in the near future, which company, or an employee thereof, will assume the duties of the Incubator Manager in this Agreement at the time that contract is entered into. City or its current Incubator Manager will notify Participant of, and Participant agrees to accept, any such assumption of the Incubator operation and management by another party and Participant agrees to, upon request by City, enter into a restated agreement for its use and participation in The Hatchery Business Incubator with the independent contractor/corporation upon its taking over the operation and management of said Incubator, and in such event, the Parties agree that this Agreement shall be terminated by mutual consent and without any breach, penalties, or fees imposed on any Party.

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

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

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

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

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

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

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

**6.13. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of City and Participant, and their respective successors and assigns, if permitted under this Agreement.

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

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

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

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

**6.18. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Parties, their respective heirs, legal representatives, successors, and assigns.

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

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

\*  
\*  
\*

*[Intentionally blank. Signatures on Next Page.]*

\*  
\*  
\*

A D

WITNESS:

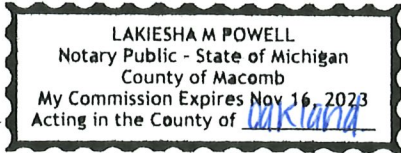
Crista Brockmeyer

**COMPREHENSIVE GI SOLUTIONS, PLLC,**  
a Michigan limited liability company

BY: [Signature]  
Amir Damadi, Its Lead partner

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 5 day of July, 2023, by Amir Damadi, the Lead Partner of Comprehensive GI Solutions, PLLC, a Michigan professional limited liability company, on its behalf.



Lakiesha M. Powell  
Notary Public: Lakiesha M. Powell  
Notary Public, State of Michigan, County of Oakland Macomb (LP)  
Acting in the County of Oakland  
My Commission Expires: 11/16/2023

Attested by:

[Signature]  
PAMELA B. SMITH, Its City Clerk

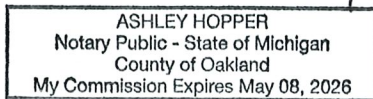
**CITY OF FARMINGTON HILLS, a**  
Michigan municipal corporation

BY: [Signature]  
GARY MEKJIAN, Its City Manager

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 6th day of July, 2023, by Gary Mekjian, City Manager, and attested to by Pamela B. Smith, Clerk, on behalf of the City of Farmington Hills.

[Signature]  
Notary Public: \_\_\_\_\_  
Notary Public, State of Michigan, County of Oakland  
Acting in the County of Oakland  
My Commission Expires: 05/08/2024



AD

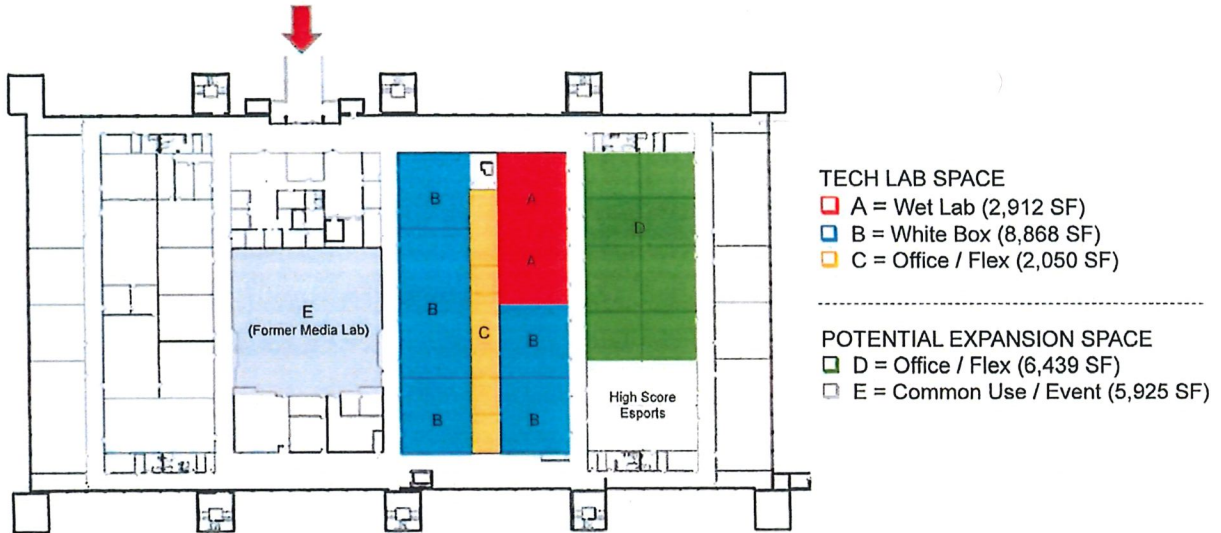
EXHIBIT A

**THE HATCHERY BUSINESS INCUBATOR**

(Floor Plan)

The Hatchery Business Incubator includes the areas depicted and identified below as Tech Lab Spaces A, B, and C:

**Proposed Configuration**



f PUBLIC SECTOR CONSULTANTS

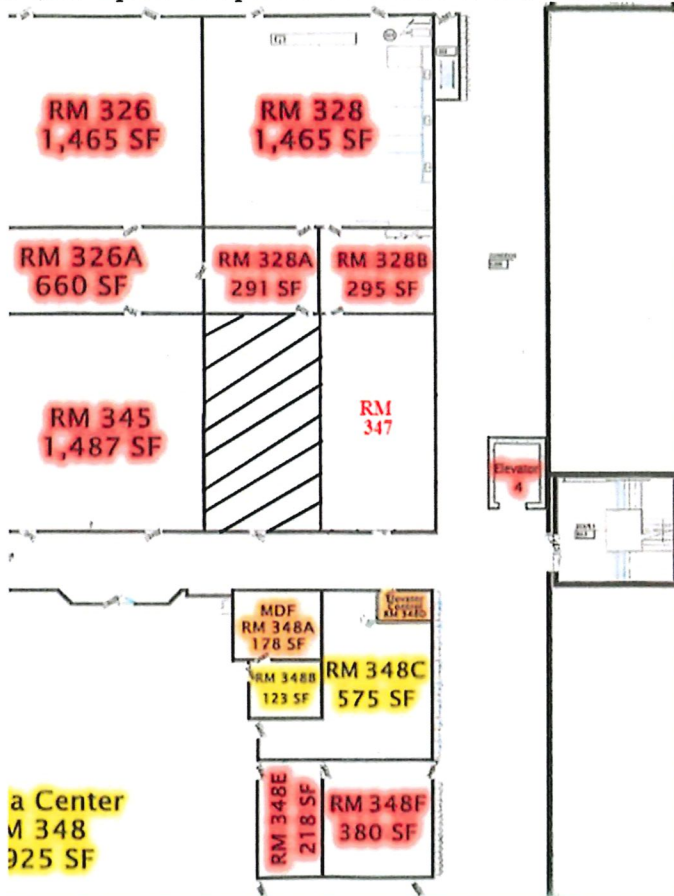
@PSCMICHIGAN

PUBLICSECTORCONSULTANTS.COM

**EXHIBIT B**

**PARTICIPANT BUSINESS AREA**  
(Floor Plan)

The 1,000 square foot portion of Room 347 that is shown with cross-hatching on the floor plan below:







## EXHIBIT C

### BUSINESS AREA AMENITIES

(List)

- Countertops and cabinetry
- Emergency shower and eye wash station
- Fume hood
- Sinks and associated fixtures
- See pictures attached



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## EXHIBIT D

### PARTICIPANT EQUIPMENT AND FURNITURE

(List)

#### Equipment Specifications

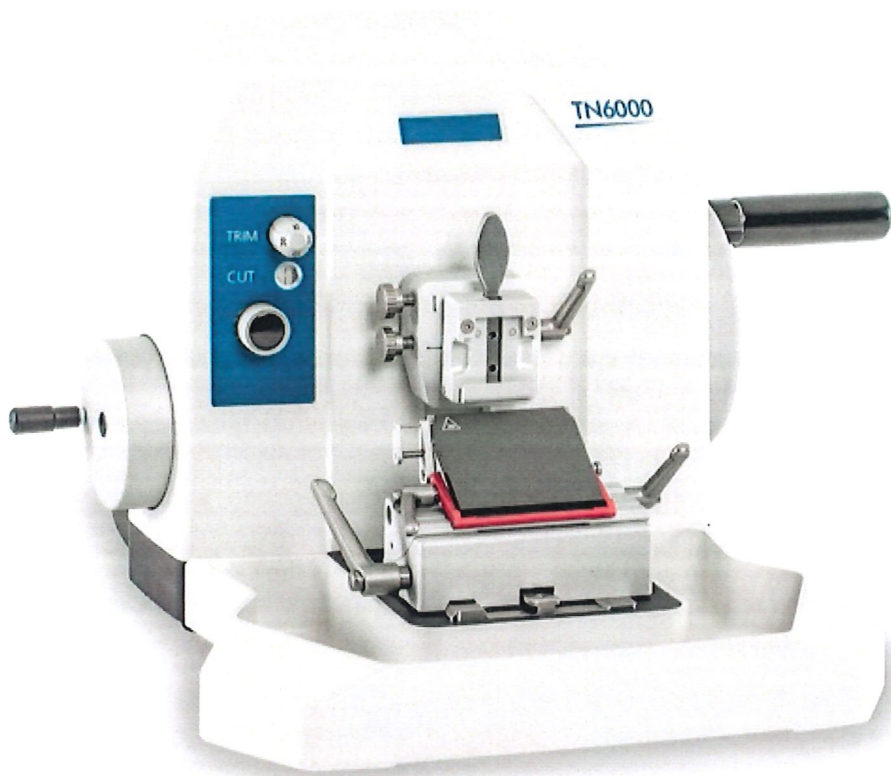
1. Embedding Center- Tanner TN1600- Dimensions- 33"x 22"x 12" weighs 50 lbs. Electrical Rating 115 V; 50-60 Hz
2. Manual Rotary Microtome- Tanner TN6000- Dimensions- 18"x 24"x 13" weighs 73 lbs. No electrical connection needed
3. Fume Hood- Airfiltronix G50- Dimensions- 50"x 18"x 32.5" weighs 98 lbs. Electrical Rating 115V AC, 100 watts, 50/60 Hz
4. Tissue Bath- Premier XH-1003- Dimensions 14"x 14"x 4.5" weights 5 lbs. Voltage Rating 100/200 Volt.
5. Freezer/Refrigerator ADA compliant 2.68 cu. Ft.- Dimensions- 20"x 22"x 32" weighs 50 lbs. Electrical Rating 115 V; 50-60 Hz. Will not go on the countertop. Will be placed on the floor.
6. Oven-Quincy 2 cu. Ft.- Dimensions- 20"x 14"x 25" weighs 50 lbs. Electrical Rating 115 Volt, 10.5 Amp, 1200 Watt
7. Tissue Stainer- Giotto- Dimensions- 40"x 24.5"x 30" weighs 209 lbs. Supply voltage 115-230V +/- 10%
8. Tissue Processor- Milestone KOS- Dimensions: 13"x 21"x 22" weighs 88 lbs. Power supply **Dedicated** 115v 60 Hz 1.6 KW.

1

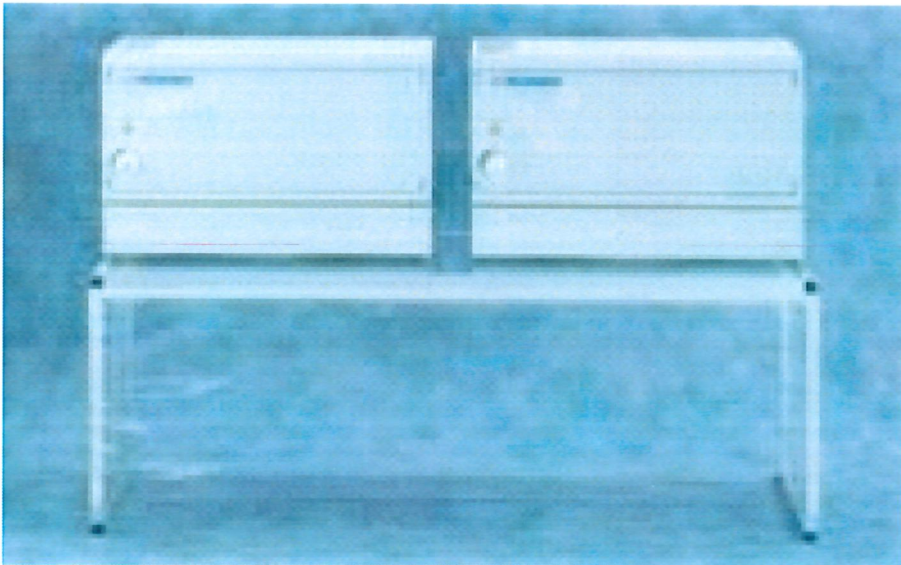




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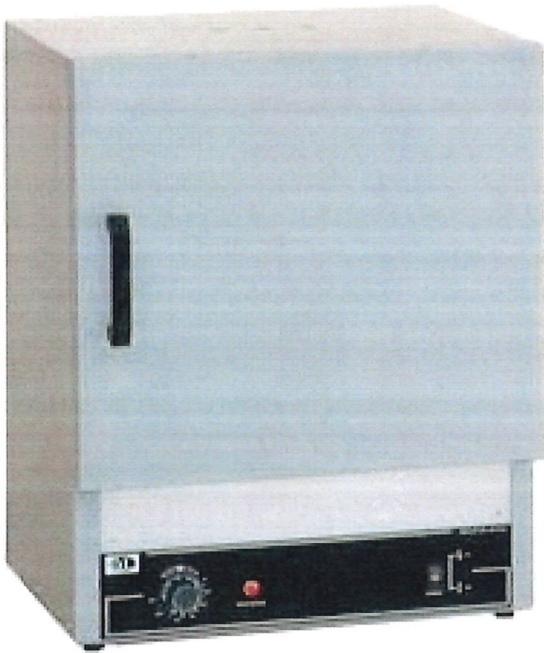


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**EXHIBIT E**

**SHARED FACILITIES**

(List)

Subject to the SOPs and R&Rs, the following shared facilities may be provided or made available on an as-needed basis in various areas of The Hawk Community Center:

- Parking lot
- Loading dock area
- Custodial closets
- Restrooms
- Common hallways
- Mailroom
- Conference rooms (charges may apply)
- Kitchen/vending area (charges apply)
- Future shared equipment area and equipment in it, including, if any, autoclaves



## **EXHIBIT F**

### **INCUBATOR SERVICES**

(List)

Participant has been advised and acknowledges that it is the first participant to locate its business in The Hatchery Business Incubator and that City does not currently, but intends to, provide the some or all of the following resources and services, and possibly others, as part of the Hatchery Business Incubator program through an independent contractor/corporation in the near future, which company, or an employee thereof, will assume the duties of the Incubator Manager in this Agreement and provide services at the time that contract is entered into per Section 6.05 of this Agreement:

- A company link and brief description on an incubator web site.
- Periodic progress reviews.
- Assistance in enhancing Participant's business plan.
- Assistance in preparing presentations for potential investors and press releases.
- Access to business and technical advice from incubator staff and volunteer advisors.
- Access to incubator-sponsored trainings and events.
- Referrals to service providers, many of whom may offer discounts to incubator participants.
- Consulting services provided by the professional staff of the incubator.
- Access to the Shared Facilities, potentially including shared office and scientific equipment, computer resources and consulting services as available, certain equipment, computer, and consulting services in the areas of business development, strategic planning, marketing, finance, operations management, and information systems when available.
- Some services may be provided on a trial basis for up to one fiscal year quarter, and possibly thereafter. Services may be discontinued at any time.





## EXHIBIT G

### INSURANCE REQUIREMENTS

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





## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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DATE: 12/9/24

DEPT: FIRE DEPARTMENT

RE: AWARD OF PROPOSAL FOR FIRE PLAN REVIEW FOR FIRE PROTECTION and  
LIFE SAFETY SYSTEMS

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### ADMINISTRATIVE SUMMARY

- Requests for Proposal were advertised, posted on the MITN e-procurement system, publicly opened and read aloud on Wednesday, October 1, 2024, for Plan Review for Fire Protection & Life Safety Systems. Notifications were sent to over eight hundred (800+) firms (including five hundred (500) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled) with three (3) responding (Code Savvy Consultants, Fire Savvy Consultants, and Fire Safety Consultants). We received zero "No-Bid".
- The Fire Department utilizes third-party examiners to review fire protection and life safety systems plans for compliance with current building and fire code. Systems reviewed include sprinkler systems, fire alarm systems and other special hazard systems (such as kitchen hoods and smoke control systems). Fees for the reviews are paid for, by the project proponent, as part of the permitting process. The City of Farmington Hills receives a portion of the fees to cover internal reviews and administrative costs.
- Specifications require firms have the highest level of applicable licenses and certifications, be registered with the State of Michigan and have demonstrable experience providing this service to other local municipalities.
- A committee made up of Fire Department and Central Services staff reviewed all proposals, evaluated pricing, contacted references and is recommending the City enter into agreements with the three (3) firms (Code Savvy Consultants, Fire Savvy Consultants, and Fire Safety Consultants Inc). Each of the recommended firm's fee schedules were similarly priced, each firm demonstrated a high level of knowledge with applicable building and fire codes, each firm provided expertise in multiple disciplines and each firm had local representation to aid the Fire Department with on-site reviews as needed.



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

- It is the intent of the Fire Department to set a standard fee schedule which will be posted on the city website. Plan reviews will be requested from one (1) of the three (3) firms based on discipline, workload, and time schedule. The new fee schedule is attached below.
- Funding for this service is reimbursed by the project proponents with revenue and expenses accounted for in the Fire Department budget.

### **BID TABULATION**

See Attachment

### **RECOMMENDATION**

In view of the above, it is recommended that City Council authorize the City Manager to issue purchase orders to Code Savvy Consultants, Fire Savvy Consultants, and Fire Safety Consultants, Inc. for a period of two (2) year's with optional renewal for four (4) additional one (1) year periods between the City and each firm through mutual consent and under the same terms & conditions.

###

Prepared by:	Jason Baloga, Fire Marshal
Reviewed by:	Nikki Lumpkin, Senior Buyer
Department Approval:	Jon Unruh, Fire Chief
Executive Approval:	Karen Mondora, Assistant City Manager



# CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

City of Farmington Hills RFP-FH-24-25-2473 AS NEEDED PLAN REVIEW FOR FIRE PROTECTION & LIFE SAFETY SYSTEMS Cost Proposal			
ITEM	CODE SAVVY	FIRE SAFETY CONSULTANTS, INC	FIRE SAVVY CONSULTANTS
<b>1<sup>st</sup> Review Suppression System Review Fee</b>			
1-15	\$305.00	\$275.00	\$225.00
16-45	\$465.00	\$475.00	\$400.00
46-100	\$615.00	\$565.00	\$500.00
101-200	\$755.00	\$725.00	\$600.00
201-300	\$905.00	\$780.00	\$725.00
301-500	\$1,090.00	\$1,080.00	\$900.00
Over 500	\$1,090.00	\$1,080.00	\$1,000.00
Price per sprinkler over 500	\$1.05	\$1.65	\$1.25
<b>2<sup>nd</sup> Review Suppression System Review Fee</b>			
1-15	\$0.00	\$0.00	We do not charge for second reviews unless changes are made to the system that adds sprinklers. In that case, we would only charge the difference in price.
16-45	\$0.00	\$0.00	
46-100	\$0.00	\$0.00	
101-200	\$0.00	\$0.00	
201-300	\$0.00	\$0.00	
301-500	\$0.00	\$0.00	
Over 500	\$0.00	\$0.00	
Price per sprinkler over 500	\$0.00	\$0.00	
<b>RUSH Review Suppression System Review Fee</b>			
1-15	\$610.00	\$550.00	\$450.00
16-45	\$930.00	\$950.00	\$800.00
46-100	\$1,230.00	\$1,130.00	\$1,000.00
101-200	\$1,510.00	\$1,450.00	\$1,200.00
201-300	\$1,810.00	\$1,560.00	\$1,450.00
301-500	\$2,180.00	\$2,160.00	\$1,800.00
Over 500	\$2,180 Plus per sprinkler	\$2,160.00	\$2,000.00
Price per sprinkler over 500	\$2.10 Per sprinkler	\$3.30	\$2.50
<b>Fire Alarm 1<sup>st</sup> Review Fee</b>			
1-15	\$305.00	\$245.00	\$200.00
16-45	\$445.00	\$495.00	\$300.00
46-75	\$585.00	\$785.00	\$400.00
76-100	\$725.00	\$1,140.00	\$600.00
101-125	\$875.00	\$1,140 + 6.30 per device over 100	\$800.00
126-175	\$1,020.00	\$1,140 + 6.30 per device over 100	\$1,000.00
Over 175	\$1020 plus device	\$1,140 + 6.30 per device over 100	\$1,200.00
Price per device over 175	\$1.50	\$6.30	\$5.00
<b>Fire Alarm 2<sup>nd</sup> Review Fee</b>			
1-15	\$0.00	\$0.00	We do not charge for second reviews unless changes are made to the system that adds sprinklers. In that case, we would only charge the difference in price.
16-45	\$0.00	\$0.00	
46-75	\$0.00	\$0.00	
76-100	\$0.00	\$0.00	
101-125	\$0.00	\$0.00	
126-175	\$0.00	\$0.00	
Over 175	\$0.00	\$0.00	
Price per device over 175	\$0.00	\$0.00	
<b>Fire Alarm RUSH Review Fee</b>			
1-15	\$610.00	\$490.00	\$400.00
16-45	\$890.00	\$990.00	\$600.00
46-75	\$1,170.00	\$1,570.00	\$800.00
76-100	\$1,450.00	\$2,280.00	\$1,200.00
101-125	\$1,750.00	\$2,280 + 12.60 per device over 100	\$1,600.00
126-175	\$2,040.00	\$2,280 + 12.60 per device over 100	\$2,000.00
Over 175	\$2,040 Plus per device	\$2,280 + 12.60 per device over 100	\$2,400.00
Price per device over 175	\$1.50 per device	\$2,280 + 12.60 per device over 100	\$10.00
<b>Additional Fee's</b>			
UL 300 Suppression Review Fee (Per System) Fee	\$405.00	\$350 - \$ 585	\$250.00
Provide field Inspection as required	\$250 per hour	\$120 per hour	\$100 per hour
Percent increase per year beginning at year 3	3%	2%	0%
Other fees noted	Reviews past the 1st 2 are charged at the hourly rate		



# CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

City of Farmington Hills RFP-FH-24-25-2473 AS NEEDED PLAN REVIEW FOR FIRE PROTECTION & LIFE SAFETY SYSTEMS							
Company	City/State	Brief Narrative	Complete Description of Review Process	List of Exceptions	Copy of Your Plan Review Checklist & Sample Letter	Vendor Questionnaire	Cost Proposal
<b>CODE SAVVY</b>	Brighton MI	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>
<b>NOTES &amp; EXCEPTIONS</b>		In business for 24 years however in plan review for 20. Staff actively engaged across nation & State of Michigan to stay on top of code changes & processes. 3 Part-time employees.	Comprehensive description of plan review process included. Electronic transmittal with one complete set of show drawings, project logged & prioritized based on needs. Participates in code development & code education. Staff are all registered plan examiners. When a second review is required the applicant is not charged unless the number of devices increases significantly. Gave themselves an "8" for customer service noting "there is always room for improvement."	"Although extremely rare, on the attached documents (fee schedule), reviews past the first two are charged at our hourly rate"			
<b>FIRE SAFETY CONSULTANTS, INC (FSCI)</b>	Elgin, IL	<b>Brief Narrative</b>	<b>Complete Description of Review Process</b>	<b>List of Exceptions</b>	<b>Copy of Your Plan Review Checklist &amp; Sample Letter</b>	<b>Vendor Questionnaire</b>	<b>Cost Proposal</b>
<b>NOTES &amp; EXCEPTIONS</b>	local office Pleasant Ridge	FSCI has over 40 years of plan review, training, and consulting services. Staff holds multiple certification including NICET, ICC & NFPA. Over 40 team members and a client portfolio of 170+ clients. Does inspections, plan review, education books & seminars and fire investigations.	Description of plan review process included - can meet 10 business day completion time. One set fee for all reviews. Telephone consulting included. Review letters are designed around computer formatted technical checklist. Noted highly trained staff that FH can call with questions anytime. Gave themselves a "9" for customer service.	None listed	<b>Included</b>	<b>Included</b>	<b>Included</b>
<b>FIRE SAVVY CONSULTANTS</b>	Ferndale, MI	<b>Brief Narrative</b>	<b>Complete Description of Review Process</b>	<b>List of Exceptions</b>	<b>Copy of Your Plan Review Checklist &amp; Sample Letter</b>	<b>Vendor Questionnaire</b>	<b>Cost Proposal</b>
<b>NOTES &amp; EXCEPTIONS</b>		In business for 11 years. Previously worked with the City. Provide service for over 80 municipalities and staffed to several private companies with ongoing projects. 3 employees.	Description of plan review process included. Standard plan review time is 8 business days. Firm will inspect the systems for compliance with required codes, standards and the approved plans. The municipality receives a report on the inspections, test(s) performed and any recommendations	<b>None listed</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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**DATE: 12/9/24**

**DEPT: FIRE DEPARTMENT**

**RE: APPROVAL OF FEE SCHEDULE ASSOCIATED WITH FIRE PLAN REVIEW FOR FIRE PROTECTION and LIFE SAFETY SYSTEMS**

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### ADMINISTRATIVE SUMMARY

- The Fire Department, with the assistance of approved third-party examiners under contract with the City, review fire protection and life safety system plans for compliance with applicable building and fire codes. Systems reviewed include sprinkler systems, fire alarm systems and other special hazard systems (such as kitchen hoods and smoke control systems). Project proponents pay fees for the reviews, as part of the permitting process. The fees cover internal reviews, third-party reviews, and administrative costs.
- A committee made up of Fire Department staff and Central Services staff reviewed the current 2018 version of the plan review fee schedule, determined it required updating, and have prepared the attached updated fee schedule based on current and anticipated third-party examiner review costs and the City's expected internal review and administrative costs associated with these plan reviews, including such things as Fire Department time and materials for review, processing, scheduling, and clarification of projects/scope of work. The fees are intended to cover the costs of the city for plan reviews.
- It is the intent of the Fire Department to post this fee schedule on the city website. Plan reviews will be requested from one (1) of the three (3) previously approved third party examiner firms based on discipline, workload, and time schedule.
- Funding for the plan review service is reimbursed by the project proponents through the collection of these fees with revenue and expenses accounted for in the Fire Department budget.



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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### RECOMMENDATION

In view of the above, it is recommended that City Council approve and authorize the Farmington Hills Fire Department Plan Review Fee Schedule and Submittal Requirements, Revised 12/2024, as presented.

###

Prepared by:	Jason Baloga, Fire Marshal
Reviewed by:	Nikki Lumpkin, Senior Buyer
Reviewed by:	Michelle Aranowski, Director of Central Services
Department Approval:	Jon Unruh, Fire Chief
Executive Approval:	Karen Mondora, Assistant City Manager

**Farmington Hills Fire Department  
Plan Review Fee Schedule and Submittal Requirements  
(Revised Effective 12/09/2024)**

Minimum Plan review time = 15 business days / Expedited review time = 5 business days (if available)

**MINIMUM SUBMITTAL REQUIREMENTS FOR ALL REVIEWS  
(Submittals Without This Information Will Not Be Processed)**

- ◆ A minimum of four (4) sets of all plans and documents, which include the project name and address in title block  
**Note:** The name of installing contractor, must be printed on plans
- ◆ Brief separate scope of work which includes applicable N.F.P.A Standard(s) the work will comply with
- ◆ Project name and specific street address (include suite number if applicable)
- ◆ Contractor name and license number, address, contact person, telephone numbers
- ◆ Contact Fire Prevention at 248-871-2820 regarding electronic plan review requirements. Additional fees may apply.

**Sprinkler system submittals shall also include:**

- ◆ Hydraulic calculations based upon an Oakland County flow test; Include date, time, location. Per Section 12-11(3.1) of the City Code only 90% of available flow can be used for design
- ◆ "Plan and Calculation" information as outlined in N.F.P.A. 13

**Alarm Submittals shall also include:**

- ◆ Specific alarm monitoring information including copy of UL information
- ◆ Sequence of Operation
- ◆ Battery calculations and voltage drop calculations
- ◆ Ceiling construction type and height
- ◆ Manufacturer's model numbers and listing information for devices and materials
- ◆ List of materials/devices

**Hydraulically Calculated Sprinkler Systems**

Number of Sprinklers	Fee + actual shipping charges
1-15	\$ 316.00
16-45	535.00
46-100	650.00
101-200	834.00
201-300	1041.00
301-500	1242.00
Over 500	1,285.00+1.50 for each sprinkler over 500

**Fire Alarm and Detection Systems**

Number of Alarm Devices	Fee + actual shipping charges
1-15	\$ 282.00
16-45	544.00
46-75	673.00
76-100	834.00
101-125	1007.00
126-175	1,415.00
Over 175	\$1415+ \$3.00per device over 175

UL 300 Suppression Systems..... \$469.00 per system

Special Hazard Systems (project dependent) ..... \$920 base fee + \$115 Hourly rate after 4 hours.

**\*NOTE: EXPEDITED REVIEWS ARE SUBJECT TO AVAILABILITY; FEES ARE DOUBLE THE NORMAL REVIEW FEE.**

**System acceptance tests will not be scheduled until plans are approved and review fees paid.  
Contact Fire Prevention at (248) 871-2820 with any questions.**





## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

---

DATE: 12/9/2024

DEPT: Fire Department

RE: Purchase of Turnout Gear

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### ADMINISTRATIVE SUMMARY

- The Michigan Department of Labor and Economic Opportunity (LEO) authorized Michigan fire and safety agencies to apply for funding to purchase additional sets of turnout gear for full-time career firefighters, enhancing their safety and readiness. A total of \$15 million has been allocated to be split among the awarded Michigan fire and safety agencies.
- In May of 2024, the Fire Department submitted a grant application requesting \$224,000 to purchase turnout gear for all full-time operational staff. In July of 2024, the Fire Department was notified that the cost to the City of Farmington Hills was \$199,500 to purchase turnout gear for career firefighters.
- Conway Shield (Representing Lakeland Fire), the city approved vendor for the purchase of turnout gear and hoods, is currently under contract with the City for this equipment.
- Funding for the difference between the awarded grant amount and the total purchase amount, \$24,500, is currently available in the 2024/2025 Capital Improvement budget.

### RECOMMENDATION

- In view of above, it is recommended that City Council authorize the City Manager to issue a purchase order to Conway Shield (representing Lakeland Fire) for turnout gear for a total of \$224,000 (\$199,500 will be reimbursed per the grant + \$24,500 from Capital Improvement Budget).

###



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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Prepared by: Jason Olszewski, Deputy Fire Chief  
Reviewed by: Michelle Aranowski, Director of Central Services  
Reviewed by: Thomas Skrobola, Finance Director  
Department Approval: Jon Unruh, Fire Chief  
Executive Approval: Gary Mekjian, City Manager



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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DATE: 12-9-2024

DEPT: DPW

RE: PURCHASE OF REPLACEMENT VEHICLE

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### ADMINISTRATIVE SUMMARY

- Vehicle 101 is a 2017 GMC Yukon with 63,000 miles. It is assigned to the Department of Public Services and is regularly utilized by Engineering staff for project surveys and construction staking.
- Last month this vehicle had a transmission failure and after diagnostic testing, it was determined a new transmission would be required. Quotes were obtained and the price for parts and labor was approximately \$9,000.00. Given this vehicle is worth about \$22,000.00, the decision was made to not move forward with the repairs and seek a new purchase. Please note, the 2017 Yukon was planned to be replaced in Fiscal Year 25-26 as part of the Capital Improvement Plan.
- Each year the City of Farmington Hills participates in cooperative or extendable bids with various agencies including the State of Michigan, Oakland County and Macomb County who are members of the Michigan Intergovernmental Trade Network (MITN Cooperative). Extendable bids have proven to be cost effective for the City due to the volume created by the cooperative process.
- DPW obtained a quote for a replacement vehicle based on the contract and determined that a 2025 Ford Transit Van purchased from Lunghamer Ford, utilizing the Macomb County Contract Bid #21-18 program, was the lowest priced vehicle which best met the needs of the department. The Transit will have all-wheel drive and heavy-duty axles suitable for construction sites.
- The vehicle purchased includes a three-year or 36,000-mile bumper to bumper warranty and a five-year or 60,000-mile powertrain warranty.
- Funding for the replacement vehicle is available in the Capital Improvement Fund.
- The 2017 Yukon will be sold at the next available public auction "as-is".



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

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### RECOMMENDATION

Based on the above information, it is recommended that City Council authorize the City Manager to issue a purchase order to Lunghamer Ford for a 2025 Ford Transit Van in the amount of \$58,801.00.

Prepared by: Derrick Schueller, DPW Superintendent

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

Michelle Aranowski, Director, Department of Central Services

Thomas Skrobola, Director, Department of Finance

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



OFFICE OF CITY CLERK

**TO:** Mayor and City Council

**FROM:** Carly Lindahl, City Clerk

**DATE:** December 9, 2024

**SUBJECT:** Proposed 2025 City Council Annual Meeting Calendar

Based on the amended Rules of the City Council to provide more flexibility to allow for a summer schedule during the months of June, July and August and due to the observance of holidays in the months of May, September, and December, please find the proposed 2025 City Council Annual Meeting calendar attached.

**RECOMMENDATION:**

IT IS RESOLVED, that the Farmington Hills City Council hereby approves the 2025 City Council Annual Meeting calendar.

## 2025 MEETING SCHEDULE

### CITY COUNCIL

(Meets 2<sup>nd</sup> and 4<sup>th</sup> Mondays, 7:30 PM City Hall – Council Chambers)

**\*Each regular meeting may be preceded by a City Council study session commencing at 6:00 p.m.\***

January	13	27
February	10	24
March	10	24
April	14	28
May	12	
June	9	
July	14	
August	11	
September	8	29
October	13	27
November	10	24
December	8	

Meeting Dates, Times and Location are subject to Change. Meetings are also subject to cancellation. Agendas for meetings are posted at City Hall prior to each meeting and in accordance with the Open Meetings Act. Agendas are also posted on the City's website at [www.fhgov.com](http://www.fhgov.com)

**NOTE:** Anyone planning to attend a 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 as soon as possible or at least two (2) business days prior to the meeting, wherein necessary arrangements/accommodations will be made. Thank you.



OFFICE OF CITY CLERK

**TO:** Mayor and City Council  
**FROM:** Carly Lindahl, City Clerk  
**DATE:** December 9, 2024  
**SUBJECT:** Budget Study Session Dates

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

May 5, 2025 – Community Room  
May 6, 2025 – Community Room

**RECOMMENDATION:**

IT IS RESOLVED, that the Farmington Hills City Council hereby establishes the budget study session meeting dates of May 5 and May 6, 2025.



## CITY MANAGER'S REPORT TO MAYOR AND COUNCIL

DATE: 12/09/2024

DEPT: Special Services

RE: Consideration of Employment for Morgan Thomas

### ADMINISTRATIVE SUMMARY

- The Department of Special Services has followed all City policies and procedures in establishing an eligibility list of qualified candidates. This includes advertising in the local newspapers, posting on websites and on social media, distribution of job announcements at Farmington Public Schools and Oakland County Community College. A thorough investigation of the applicant's credentials and a personal interview were conducted. Providing applicants are equally qualified, residents receive preference for employment opportunities.
- Occasionally we have some difficulty finding qualified applicants for 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 Morgan Thomas.

Name: Morgan Thomas

Position Applied For: Birthday Party Leader

Number of Employees Needed in this Position: 1

Date Position Posted: 6/22/2023 Open Until: Filled

Number of Applicants for this position: 1

Number of Applicants Interviewed: 1

Salary: \$11.50

Relationship: Morgan Thomas is the sister of Taiza Thomas who is employed in the Recreation Division of Special Services

Justification: Morgan Thomas is the most qualified applicant and is available to begin work immediately.

### RECOMMENDATION

- "IT IS RESOLVED, that the City Council of Farmington Hills hereby approves an employment request per Section 10.01A of the City Charter for Morgan Thomas, who is related to an employee of the City, Taiza Thomas, who is employed in the Recreation Division of Special Services."

Prepared by: Hannah Meli, Recreation Specialist

Department Approval: Ellen Schnackel, Director of Special Services

Executive Approval: Karen Mondora, Assistant City Manager



MINUTES  
CITY OF FARMINGTON HILLS  
CITY COUNCIL MEETING  
CITY HALL – COUNCIL CHAMBER  
NOVEMBER 25, 2024 – 7:30 PM

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

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

Council Members Absent: Rich

Others Present: City Manager Mekjian; Assistant City Manager Mondora; City Clerk Lindahl; Directors Aranowski, Brockway, Kettler-Schmult, Rushlow, Schnackel, and Skrobola, Fire Chief Unruh, and City Attorney Joppich

**PLEDGE OF ALLEGIANCE**

Mike Sweeney, Emergency Preparedness Commission, led the pledge of allegiance.

**APPROVAL OF REGULAR SESSION MEETING AGENDA**

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

MOTION CARRIED 6-0.

**PROCLAMATION RECOGNIZING NOVEMBER 30, 2024 AS SMALL BUSINESS SATURDAY**

The following proclamation was read by Councilmember Knol and accepted by small business owner Linda Boone.

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

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

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

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

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

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

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

Linda Boone, owner of the recently opened Seeds of Mercy Resale Store at 32232 Eight Mile Road in Farmington Hills, shared her journey as a 40-year resident of Farmington Hills, highlighting her volunteer work, leadership in community organizations, her ownership and stewardship of Seeds of Mercy group home, and the evolution of her small business. The store offered quality home goods and furniture at affordable prices, with proceeds helping to provide for Seeds of Mercy. Ms. Boone expressed gratitude for the community's support, announced special promotions for November, and emphasized her commitment to giving back to the city she loves.

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

Emergency Preparedness Commissioner Mike Sweeney provided the Preparedness Tip of the Month, which this month focused on winter readiness. He emphasized the importance of home maintenance before the season changes, encouraging residents to clean utility closets, ensure furnaces are unobstructed, and replace old furnace filters. This is also a good time to check smoke, carbon monoxide, and radon detectors (if this had not been done in October), as well as clean dryer lint traps – a fire hazard source. Sweeney highlighted the value of utilizing local maintenance professionals for those unable to perform these tasks. Everyone should prepare their homes for a safe and comfortable winter.

**CORRESPONDENCE**

There was no correspondence received.

**CONSENT AGENDA**

A citizen requested that Consent Agenda Item 12 be removed from the Consent Agenda and placed on the regular agenda.

MOTION by Knol, support by Bruce, to remove Consent Agenda Item 12 RECOMMENDED APPROVAL OF SETTING THE CITY COUNCIL GOALS SESSION DATE OF JANUARY 11, 2025 from the Consent Agenda and place this item under Consent Agenda Items for Discussion.

Motion passed by voice vote 4-2 (Bridges, Dwyer opposed).

MOTION by Boleware, support by Aldred, to approve consent agenda items 5 through 11, and 13 through 15.

Roll Call Vote:

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

Nays: NONE  
Absent: RICH  
Abstentions: NONE

MOTION CARRIED 6-0.

**CONSENT AGENDA ITEMS FOR DISCUSSION**

Noting that a blue card had been received regarding Consent Agenda Item 12. Setting the City Council Goals Session Date of January 11, 2025, Mayor Pro Tem Bridges recognized resident PG.

PG expressed concerns about the City's approach to goal setting and decision-making, as this related to the current proposal to allow a truck stop in a residential area. She suggested that greater resident involvement in setting Council goals could help avoid similar situations in the future. PG recommended organizing meetings to gather input from residents, encouraging them to share priorities and collaborate with the City as a team. PG emphasized the importance of a resident-focused and inclusive approach to governance.

In response, Mayor Pro Tem Bridges explained that the goal setting session was an open public meeting, and the public was welcome to attend and offer comments.

**RECOMMENDED APPROVAL OF SETTING THE CITY COUNCIL GOALS SESSION DATE OF JANUARY 11, 2025.**

MOTION by Aldred, support by Knol, that the City Council of Farmington Hills hereby schedules the annual goals study session meeting for Saturday, January 11, 2025, beginning at 9:00 a.m. in the Community Room at City Hall.

Roll Call Vote:

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

MOTION CARRIED 6-0.

**COUNCIL MEMBERS' COMMENTS AND ANNOUNCEMENTS**

Council Members Boleware, Bruce, and Knol had recently attended a City Summit that was hosted by the National League of Cities as part of its 100<sup>th</sup> anniversary commemoration. Farmington Hills was among the 100 cities visited during the celebration, and Heritage Park was highlighted.

The National League of Cities represents over 2,000 municipalities and advocates for policies benefiting local governments while offering opportunities to learn best practices.

- Council Member Boleware emphasized two key takeaways from her attendance: the potential use of artificial intelligence to enhance responsiveness to constituents and improve efficiency for city staff, and the concept of adult playgrounds in senior communities or city parks. She expressed enthusiasm for exploring the implementation of adult playgrounds in local spaces such as the Hawk, the Costick Center, and/or city parks.
- Council Member Knol shared insights from a session on asset management. The session emphasized cataloging city assets, such as roads, sidewalks, buildings, and parks, to aid in capital improvement

planning and ensure timely replacements. Simplified rating systems such as red-yellow-green coding made asset evaluations more accessible to the public. Educating residents about project costs, such as placing signs on maintenance projects to display their expense, can help the public understand the value of their tax contributions. The session also cautioned cities about accepting grant money without accounting for long-term maintenance and replacement costs, citing examples like benches installed through grants but left without funding for eventual replacement. Knol praised the City's existing asset management plan, developed under the City Manager's leadership, as a tool to allocate resources wisely, plan for the future, and maintain transparency with taxpayers.

- Council Member Bruce highlighted the variety of sessions available to help council members improve in areas such as transportation, housing, and budgeting. He noted the presence of vendors showcasing innovative technologies, including a system that uses cameras in city vehicles and artificial intelligence to monitor property conditions and detect changes over time. Bruce expressed enthusiasm for the potential of AI to enhance municipal operations. Bruce thanked the City and its taxpayers for supporting participation in such valuable learning opportunities.

Mayor Pro Tem Bridges wished everyone a Happy Thanksgiving and encouraged everyone to support the small businesses in the community, particularly on Black Friday and going forward through the holiday season.

#### **CITY MANAGER UPDATE**

City Manager Mekjian provided the following update:

- Yard waste collection will end on residents' regularly scheduled day during the week of December 9th.
- The holiday lighting event at City Hall will take place on Tuesday, December 3rd, from 6:30 to 8:30 PM at the City Hall campus. The event includes a lighting ceremony, Santa's arrival on a fire truck, and cookies and milk at the fire station.
- The holiday extravaganza at the Costick Center is scheduled for Friday, December 6th, from 11:00 AM to 3:00 PM.
- The Light Up the Grand Parade, hosted by the Farmington Area Chamber of Commerce, will occur on Saturday, December 2nd, starting at 5:30 PM on Grand River in downtown Farmington.

#### **PUBLIC HEARING**

**PUBLIC HEARING AND CONSIDERATION OF THE INTRODUCTION OF AN ORDINANCE TO AMEND THE FARMINGTON HILLS CODE OF ORDINANCES, CHAPTER 34, "ZONING" IN ORDER TO RESTATE CERTAIN PERMITTED AND SPECIAL APPROVAL USES, IN PARTICULAR REGARDING GAS STATIONS, CAR WASHES, AND AUTO REPAIR SHOPS; TO ESTABLISH OR CLARIFY STANDARDS FOR APPROVAL OR REDEVELOPMENT OF USES; AND TO ADDRESS DRIVE-THROUGH WINDOW STANDARDS. CMR 11-24-114**

#### **Background**

Director of Planning and Community Development Kettler-Schmult introduced draft Zoning Text Amendment No. 2-2024. City Planner Erik Perdonik was also present.

There had been multiple meetings between the Planning Commission and City Council to review and revise this draft ordinance, concluding with the Planning Commission public hearing meeting on October

17, when the Planning Commission recommended approval to Council. City Council subsequently held a study session on October 28. The minutes of the relevant meetings are in tonight's packet.

The purposes of the text amendments are to:

- Align the Zoning Ordinance with the City's newly adopted Master Plan for Future Land Use.
- Enhance the Planning Commission's discretion regarding placement of high-impact businesses, such as gas stations, car washes, auto repair shops, drive-in restaurants, vehicle wash, vehicle sales, veterinarian hospitals, and commercial kennels. Additionally, the updated text allows for greater opportunity in placement of cigar bars, lounges, arcades, and other indoor entertainment.
- Introduce higher development standards to reduce visual blight and improve code enforcement.

### **Public hearing**

PG, resident, expressed support for the proposed zoning text amendment, emphasizing its potential to prevent large corporations such as Sheetz from displacing small, family-owned businesses. She highlighted the need to limit the proliferation of certain businesses like dollar stores and pawn shops, while encouraging fine dining and family-oriented entertainment options. She requested additional specificity in the amendment to ensure it prioritizes small business preservation and balanced development.

Steven Ludwig, resident, advocated for more transportation options in the City. He related his own experience with the Smart Flex program, which did not always work.

As no other public indicated they wished to speak, Mayor Pro Tem Bridges closed the public hearing.

### **Council discussion**

Mayor Pro Tem Bridges noted that Council has spent significant time meeting with the Planning Commission and in its own meetings discussing the proposed zoning text amendments.

For the sake of the public present, Council Member Aldred clarified that the zoning text amendment would result in the following:

- In the B-3 (primary commercial) district, gas stations and vehicle wash facilities can only be approved at locations where such businesses already exist, preventing the proliferation of new establishments in that district.
- These uses are permitted in light industrial districts.
- In the B-1 district, gas stations and vehicle wash facilities require special approval rather than regular permission, allowing for case-by-case evaluation.
- Planned Unit Developments (PUDs) can request deviations from these restrictions, and any PUD proposal would require council review and approval.

Council Member Bruce said that the text amendments will be a positive change and give the City more flexibility as it increases its attraction for certain businesses.

MOTION by Bruce, support by Dwyer, that the City Council of Farmington Hills hereby approves the INTRODUCTION of an Ordinance to amend the Farmington Hills Code Of Ordinances, Chapter 34, "Zoning," Article 3, "Zoning Districts," Section 34-3.1.25, "B-3 General Business District," and Section 34-3.1.29, "Li-1 Light Industrial"; Article 4, "Use Standards," Section 34-

4.28, "Gasoline Service Stations," Section 34-4.31, "Retail Business And Fabrication, Repair, And Processing Of Goods," Section 34-4.35, "Drive-In Restaurants," Section 34-4.36, "Outdoor Space For Sale Or Rental Of New Or Used Motor Vehicles, Trailers, Mobile Homes, Boats, Recreational Vehicles And Other Similar Products," and Section 34-4.40, "Vehicle Wash," in order to restate certain permitted and special approval uses, in particular regarding Gas Stations, Car Washes, and Auto Repair Shops; to establish or clarify standards for approval or redevelopment of uses; and to address drive-through window standards.

Roll Call Vote:

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

Nays: NONE

Absent: RICH

Abstentions: NONE

MOTION CARRIED 6-0.

**NEW BUSINESS**

**CONSIDERATION OF APPROVAL OF THE INTRODUCTION OF AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF CITY OWNED PROPERTY, PARCEL 22-23-34-408-009, TO CLAUDIO RODRIGO AGUILERA QUEZADA. CMR 11-24-115**

Director of Economic Development Rockway provided an overview of this agenda item, which was an ordinance to authorize the conveyance of city-owned property to Claudio Rodrigo Aguilera Quezada.

**Property History**

- The City acquired the property through tax foreclosure from Oakland County in September 2011.
- The property, zoned RA-3 (one-family residential), is 0.40 acres and fronts Osmus Avenue.

**Purchase Details**

Claudio Rodrigo Aguilera Quezada has offered \$5,000 for the parcel, a value reviewed by the City Assessor. As part of the purchase agreement, Mr. Quezada will combine the parcel with his existing property, and the application process for this combination is underway. Mr. Quezada has submitted \$750 earnest deposit.

**Ordinance and Legal Review**

- The City Charter requires City Council to adopt an ordinance for the conveyance of city-owned property.
- The City Attorney's office has reviewed and prepared all necessary documentation, including the quitclaim deed and ordinance.

MOTION by Knol, support by Aldred, that the City Council of Farmington Hills hereby approves the INTRODUCTION of an Ordinance to authorize the conveyance of the property located at parcel 22-23-34-408-009, to Claudio Rodrigo Aguilera Quezada for the sum of \$5,000, and authorizes the City Manager to sign the quit claim deed and any other documents necessary for closing and conveying said property to Claudio Rodrigo Aguilera Quezada, conditioned upon and subject to his compliance with the terms of the Purchase Agreement between Claudio Rodrigo Aguilera Quezada and the City.

Roll Call Vote:

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

MOTION CARRIED 6-0.

**CONSENT AGENDA**

**RECOMMENDED APPROVAL OF AWARD OF BID FOR THE PURCHASE AND INSTALLATION OF LOCKERS IN THE WOMEN'S LOCKER ROOM AT THE POLICE DEPARTMENT TO SHELIVING.COM IN THE AMOUNT OF \$26,953. CMR 11-24-116**

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase order with Shelving.com, Madison Heights, MI in the amount of \$26,953 for the purchase and installation of lockers for the women's locker room at the Police Department.

Roll Call Vote:

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

MOTION CARRIED 6-0.

**RECOMMENDED APPROVAL OF AWARD OF BID FOR BODY AND PAINT REPAIRS OF A 2016 PUMPER FIRE TRUCK TO TILLEDA PAINT & BODY LLC IN THE AMOUNT NOT TO EXCEED \$36,987.50. CMR 11-24-117**

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby authorizes the City Manager to issue a purchase order for body work and painting of a fire truck to Tilleda Paint & Body LLC in the amount not to exceed \$36,987.50.

Roll Call Vote:

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

MOTION CARRIED 6-0.

**RECOMMENDED APPROVAL OF BID WAIVERS FOR ALL BUDGETED INSTRUCTORS, SPEAKERS, ARTISTS, MUSICIANS AND PERFORMERS FOR A PERIOD OF THREE YEARS. CMR 11-24-118**

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby authorizes the City Manager to approve all independent contractor agreements and issue purchase orders for all budgeted instructors, speakers, artists, musicians, and performers for

three (3) years.

Roll Call Vote:

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

MOTION CARRIED 6-0.

**RECOMMENDED APPROVAL OF A RESOLUTION TO VACATE A WATERMAIN EASEMENT LOCATED AT 35700 TWELVE MILE ROAD. CMR 11-24-119**

**CITY OF FARMINGTON HILLS  
EASEMENT VACATION  
RESOLUTION NO. R-231-24**

At a session of the City Council of the City of Farmington Hills, Oakland County, State of Michigan, held in the City Hall on the 25th day of November, 2024, at 7:30 o'clock P.M.

PRESENT: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, AND KNOL  
ABSENT: RICH

The following resolution was offered by Councilmember Boleware and supported by Councilmember Aldred:

WHEREAS, the Council of the City of Farmington Hills did on the 25th day of November, 2024, determine that it is advisable to vacate, discontinue or abolish the following easement, located in the City of Farmington Hills, subject to the jurisdiction of the City of Farmington Hills:

Legal Description - See EXHIBIT A Attached

WHEREAS, the Council has met and heard any and all objections to such vacation, discontinuance or abolition and having determined to proceed in accordance with the Farmington Hills City Code, Chapter 26, Article I, Section 26.4.

NOW, THEREFORE, BE IT RESOLVED:

1. That the above captioned easement is hereby vacated, discontinued or abolished.
2. That the City Clerk is hereby directed to file certified copies of this resolution with the Oakland County Register of Deeds.

AYES: ALDRED, BOLEWARE, BRIDGES, BRUCE, DWYER, AND KNOL  
NAYS: NONE  
ABSTENTIONS: NONE



RESOLUTION DECLARED ADOPTED.

**RECOMMENDED APPROVAL OF ASSIGNMENT OF EASEMENT LOCATED ALONG THE SOUTHSIDE OF BIDDESTONE LANE, EAST OF FARMINGTON ROAD TO THE EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT. CMR 11-24-120**

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby authorizes the City Manager and City Clerk to sign the Assignment of Easement to the Evergreen-Farmington Sanitary Drain Drainage District.

Roll Call Vote:

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

MOTION CARRIED 6-0.

**RECOMMENDED APPROVAL OF A COST PARTICIPATION AGREEMENT WITH THE ROAD COMMISSION FOR OAKLAND COUNTY FOR THE CULVERT REPAIR PROJECT ON MIDDLEBELT ROAD OVER THE SHIAWASSEE TRIBUTARY. CMR 11-24-121**

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby authorizes the City Manager and City Clerk to sign and enter into a cost participation agreement for Board Project #55313 with the Road Commission of Oakland County to address the cost associated with replacement of the City's water main located in the RCOC right-of-way.

Roll Call Vote:

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

MOTION CARRIED 6-0.

**RECOMMENDED APPROVAL OF AMENDMENTS TO THE DEFINED CONTRIBUTION PLAN POLICY. CMR 11-24-122**

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby adopts the amended Defined Contribution Plan Policy.

Roll Call Vote:

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

MOTION CARRIED 6-0.

**RECOMMENDED APPROVAL OF A REQUEST FOR EMPLOYMENT UNDER SECTION 10.01A OF THE CITY CHARTER FOR A LABORER 1 - GOLF.**

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby approves an employment request per Section 10.01A of the City Charter for Alec Shapic, who is related to an employee of the City, Allison Shapic, who is a Nature Center Coordinator for Special Services.

Roll Call Vote:

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

MOTION CARRIED 6-0.

**RECOMMENDED APPROVAL OF CITY COUNCIL STUDY SESSION MEETING MINUTES OF NOVEMBER 11, 2024.**

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby approves the city council special study session meeting minutes of November 11, 2024.

Roll Call Vote:

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

MOTION CARRIED 6-0.

**RECOMMENDED APPROVAL OF CITY COUNCIL REGULAR SESSION MEETING MINUTES OF NOVEMBER 11, 2024.**

MOTION by Boleware, support by Aldred, that the City Council of Farmington Hills hereby approves the city council regular meeting minutes of November 11, 2024.

Roll Call Vote:

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

MOTION CARRIED 6-0.

**ADDITIONS TO AGENDA**

There were no additions to the agenda.

**PUBLIC COMMENTS**

Mayor Pro Tem Bridges reviewed the process and rules relative to public comment.

Angela Teamer, Winterset Circle, Timbercrest Subdivision, expressed her opposition to the proposed Sheetz gas station near her neighborhood. The addition of another gas station, which would bring the total to six within a one-mile radius of her home, does not align with the community-oriented character of Farmington Hills. Ms. Teamer urged Council to carefully consider the impact on residents and small, locally owned businesses which contribute significantly to the City's identity.

Steven Ludwig, Running Stream, spoke in support of small businesses and Small Business Saturday.

PG, resident, expressed concern about the departure of Police Chief King. She advocated promoting from within, highlighting the importance of leadership that understands the City and its officers.

Angie Smith, resident and School Board member, expressed gratitude to City Council members for their transparency, dedication, and service to the community. She acknowledged the challenges of their roles, commending their efforts to engage with residents and navigate complex decisions. She looked forward to their joint meeting in January.

**ADJOURNMENT**

The regular session of City Council adjourned at 8:27PM.

Respectfully submitted,

Carly Lindahl, City Clerk