



Regular City Council Meeting
7:00 p.m., Tuesday, Sept. 3, 2024
Conference Room
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment**
- 4. Bicentennial Special Event Applications**
 - A. Farmington Timeline Mural Unveiling**
 - B. Bicentennial Light Show**
- 5. Design Concept of Thomas Street**
- 6. Asphalt (utility) Repairs**
- 7. Board and Commission Reappointments: ZBA**
- 8. Moratorium on Private Murals on the Building Exteriors**
- 9. Public Comment**
- 10. Council Comment**
- 11. Closed Session – To discuss confidential written communication form legal counsel**
- 12. Adjournment**

The City will follow its normal procedures for accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 474-5500, ext. 2218 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Farmington City Council Staff Report	Council Meeting Date: Sept. 3, 2024	Item Number 4
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Bicentennial Special Event Applications		
<p>Proposed Motion: Move to approve the following special event applications:</p> <ol style="list-style-type: none"> 1. Farmington Timeline Mural Unveiling to be held in the alley between Fresh Thyme and Salon Suites on Sept. 25 at 5:30 p.m. and 2. Farmington Bicentennial Light Show to be held in the Farmington Road vicinity between Grand River Avenue and State Street on Sept. 27 at 8 p.m. 		
<p>Background: The Bicentennial Committee has organized two community events to celebrate the City's 200th Birthday. The committee worked tirelessly to secure donations to make both of these events a reality. The committee also received a \$10,000 grant from Oakland County for the Timeline Mural.</p>		
Materials: Event applications		

Event Name Unveiling of Bicentennial Timeline Mural

CITY USE ONLY
Approval Needed:
<input type="checkbox"/> City Manager
<input type="checkbox"/> City Council
<input type="checkbox"/> Approved
<input type="checkbox"/> Denied



City of Farmington Special Event Application

This application is for events in the City of Farmington that will bring in more than 25 people. Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's Office at least 30 days prior to the starting date of the event. If your event is approved, you will receive a written confirmation of approval.

Event Name Timeline Mural

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of myself or the sponsoring organization, the following:

- a. For public events, a certificate of insurance and endorsement must be provided naming the City of Farmington as additional insured. See Parks Reservation, Facility Use, and Special Events Policy, page 19, item J, for specific requirements and limits.
- b. If the event includes solicitation by workers standing in street intersections, the required safety precautions will be maintained at all times in accordance with the Department of Public Safety. Reference the Parks Reservation, Facility Use, and Special Events Policy, page 20, item K.
- c. All food vendors must be approved by the Oakland County Health Department and follow all required health regulations. Each food vendor must provide the City with a Certificate of Insurance as well as an endorsement naming the City of Farmington as additional insured. Form CG 20 26 or its equivalent is recommended. See Parks Reservation, Facility Use, and Special Events Policy, page 20, item M for more details.
- d. The approval of this special event may include additional requirements and/or limitations based on the city's review of this application, and in accordance with the city's Parks Reservation, Facility Use, and Special Events Policy. The event will be operated in conformance with the written confirmation of approval. See Parks Reservation, Facility Use, and Special Events Policy, page 21, item Q.
- e. The sponsoring organization may provide a security deposit for the estimated fees as may be required by the city and will promptly pay any billing for city services which may be rendered. See Parks Reservation, Facility Use, and Special Events Policy, page 17, items E and F.

To the fullest extent permitted by law, the individual or sponsoring organization assume(s) all risks and agrees to defend, pay on behalf of, indemnify, and hold harmless, the City of Farmington, including all of its elected and appointed officials, all employees and volunteers, against any and all claims, demands, suits, or loss, including all costs connected therewith, including but not limited to attorney fees, and for any damages which maybe asserted, claimed, or recovered against or from the City of Farmington, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arise out of your actions during this event.

As the duly authorized individual or agent of the sponsoring organization, I hereby apply for approval of this special event, affirm the above understandings, and agree that I (or the sponsoring organization) will comply with the city's Parks Reservation, Facility Use, and Special Events Policy, the terms of the Written Confirmation of Approval and all other city requirements, ordinances and other laws which apply to this special event.

8.28.2024

Date



Signature

RETURN THIS APPLICATION AT LEAST THIRTY (30) DAYS PRIOR TO THE FIRST DAY OF THE EVENT TO:

City Manager's Office
23600 Liberty Street
Farmington, MI 48336

Phone: 248-699-5121

Failure to provide the above items shall result in cancellation of the event. The city shall not be liable for any cost incurred.

Sponsoring Individual/Organization's Name: Farmington Bicentennial Committee

Individual/Organization Phone: 248-763-6644

Individual/Organization Address: 23600 Liberty Street, Farmington, MI 48335 -- City Hall

Event Contact: Sean Murphy Phone: 248-763-6644

Contact's Title: Committee Chair E-mail: seanmurphyesq@gmail.com

Address: _____

Event Name: Timeline Mural Unveil

Event Date & Time: Wednesday, Sept. 25, 5:30 p.m. -- setup 4:30 p.m.

Event Location: Alley between Fresh Thyme and Salon Suites

- Type of Event:
- | | |
|--|--|
| <input checked="" type="radio"/> Sponsored/City Operated | <input type="radio"/> Wedding |
| <input type="radio"/> Non-Profit | <input type="radio"/> For Profit |
| <input type="radio"/> Video or Film Production | <input type="radio"/> Running Event |
| <input type="radio"/> Block Party | <input type="radio"/> Other (describe) |

Event Purpose: Community event to unveil new public art installation

Number of People Expected: 100

Estimated Time of Setup: 4:30 p.m.

Estimated Time of Cleanup: 7 p.m.

Crowd Control Plans:

Manage with volunteers

Sidewalk use? YES NO

If yes, describe sidewalk use:

Mostly the alley between the two businesses. This is a private sidewalk and we did get permission from the businesses

Reserved Parking: Are you requesting exempt Parking? (See Policy Section 5)

YES NO

If yes, list the lots or locations where parking is requested:

Will street closures be necessary? YES NO

If yes, describe, include times:

Will music be provided? YES NO Potential barbershop quartet

Are any of the following proposed in event area?

- | | | | |
|------------------|--------------------------------------|--------------------------|--|
| Booths | <input type="radio"/> YES | <input type="radio"/> NO | Quantity: <input type="text"/> |
| Tents/Canopies | <input type="radio"/> YES | <input type="radio"/> NO | Quantity: <input type="text"/> |
| Rides | <input type="radio"/> YES | <input type="radio"/> NO | Quantity: <input type="text"/> |
| Tables | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Quantity: <input type="text" value="2 6-foot for food and 8 tall rounds"/> |
| Portable Toilets | <input type="radio"/> YES | <input type="radio"/> NO | Quantity: <input type="text"/> |
| Inflatables | <input type="radio"/> YES | <input type="radio"/> NO | Quantity: <input type="text"/> |
| Food Vending | <input type="radio"/> YES | <input type="radio"/> NO | Quantity: <input type="text"/> |
| Other Vendors | <input type="radio"/> YES | <input type="radio"/> NO | Quantity: <input type="text"/> |

Other (describe)

There will be donated appetizer and dessert food and water from local businesses including Fresh Thyme, Chocolate Chipped Bakery, Kitchen Creations (or their sister store) and Perfect Pairing Market. We also plan to reach out to Dolcetto, Never Forgotten Bakery and Cannelle. May feature student historical figure reinactors, the Warnerettes, Abe Lincoln impersonator. We also plan to use the city's portable audio system.

If yes to food vendors, concessions, and/or other vendors, please list all of the vendors by vendor name, refer to Policy Section IV.2.N for license and insurance requirements:

**If mobile food vending is proposed as part of an activity that also requires a special event permit, no additional or separate mobile food vending permit shall be required as stated in the City Code of Ordinances (Appendix A in policy).*

Please include event map. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

I have invited local businesses to participate.

Those invited include: Dolcetto, Chocolate Chipped Bakery, Fresh Thyme,
Kitchen Creations, Perfect Pairing Market, Cannelle
Never Forgotten Bakery

Event Signs: Will this event include the use of signs YES NO

If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs. All signage must be approved by the City Manager’s Office.

Event Cost Worksheet

	Cost	Quantity	Total
Park usage fee			
Public Safety Assistance			
Public Services Assistance			
Cones			
Additional Barricades			
Additional Trash Barrels		1	
Other			
Total			0

Assistance from Public Services or Public Safety is \$65/hour with a minimum of two hours. The Public Services fee includes four trash barrels and four barricades. If additional equipment is needed, the fee will be determined by Public Services. Equipment is limited to cones, barricades and trash barrels.

Checks can be dropped off or mailed to the City Manager’s Office at Farmington City Hall: 23600 Liberty Street, Farmington, MI 48335. Make checks payable to the “City of Farmington.” There is a processing fee for credit cards payments. Credit card payments must be made at City Hall, we do not take credit card information via the phone.

Event Name Bicentennial Light Show

CITY USE ONLY
Approval Needed:
<input type="checkbox"/> City Manager
<input type="checkbox"/> City Council
<input type="checkbox"/> Approved
<input type="checkbox"/> Denied



City of Farmington Special Event Application

This application is for events in the City of Farmington that will bring in more than 25 people. Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's Office at least 30 days prior to the starting date of the event. If your event is approved, you will receive a written confirmation of approval.

Event Name Bicentennial Light Show

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- a. For public events, a certificate of insurance and endorsement must be provided naming the City of Farmington as additional insured. See Parks Reservation, Facility Use, and Special Events Policy, page 19, item J, for specific requirements and limits.
- b. If the event includes solicitation by workers standing in street intersections, the required safety precautions will be maintained at all times in accordance with the Department of Public Safety. Reference the Parks Reservation, Facility Use, and Special Events Policy, page 20, item K.
- c. All food vendors must be approved by the Oakland County Health Department and follow all required health regulations. Each food vendor must provide the City with a Certificate of Insurance as well as an endorsement naming the City of Farmington as additional insured. Form CG 20 26 or its equivalent is recommended. See Parks Reservation, Facility Use, and Special Events Policy, page 20, item M for more details.
- d. The approval of this special event may include additional requirements and/or limitations based on the city's review of this application, and in accordance with the city's Parks Reservation, Facility Use, and Special Events Policy. The event will be operated in conformance with the written confirmation of approval. See Parks Reservation, Facility Use, and Special Events Policy, page 21, item Q.
- e. The sponsoring organization may provide a security deposit for the estimated fees as may be required by the city and will promptly pay any billing for city services which may be rendered. See Parks Reservation, Facility Use, and Special Events Policy, page 17, items E and F.

To the fullest extent permitted by law, the individual or sponsoring organization assume(s) all risks and agrees to defend, pay on behalf of, indemnify, and hold harmless, the City of Farmington, including all of its elected and appointed officials, all employees and volunteers, against any and all claims, demands, suits, or loss, including all costs connected therewith, including but not limited to attorney fees, and for any damages which maybe asserted, claimed, or recovered against or from the City of Farmington, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arise out of your actions during this event.

As the duly authorized individual or agent of the sponsoring organization, I hereby apply for approval of this special event, affirm the above understandings, and agree that I (or the sponsoring organization) will comply with the city's Parks Reservation, Facility Use, and Special Events Policy, the terms of the Written Confirmation of Approval and all other city requirements, ordinances and other laws which apply to this special event.

8.28.2024

Date



Signature

RETURN THIS APPLICATION AT LEAST THIRTY (30) DAYS PRIOR TO THE FIRST DAY OF THE EVENT TO:

City Manager's Office
23600 Liberty Street
Farmington, MI 48336

Phone: 248-699-5121

Failure to provide the above items shall result in cancellation of the event. The city shall not be liable for any cost incurred.

Sponsoring Individual/Organization's Name: Farmington Bicentennial Committee

Individual/Organization Phone: 248-763-6644

Individual/Organization Address: 23600 Liberty Street, Farmington, MI 48335 -- City Hall

Event Contact: Sean Murphy Phone: 248-763-6644

Contact's Title: Committee Chair E-mail: seanmurphyesq@gmail.com

Address: _____

Event Name: Bicentennial Light Show

Event Date & Time: Friday, Sept. 27, 8 - 10 p.m.

Event Location: Dinan Park, Farmington Road, and GLP Building

- Type of Event:
- | | |
|--|--|
| <input checked="" type="radio"/> Sponsored/City Operated | <input type="radio"/> Wedding |
| <input type="radio"/> Non-Profit | <input type="radio"/> For Profit |
| <input type="radio"/> Video or Film Production | <input type="radio"/> Running Event |
| <input type="radio"/> Block Party | <input type="radio"/> Other (describe) |

Event Purpose: Community event to celebration Farmington Bicentennial

Number of People Expected: 200

Estimated Time of Setup: 5 p.m.

Estimated Time of Cleanup: 11 p.m.

Crowd Control Plans:

Manage with volunteers and boy scouts will be stationed overnight to watch over projector equipment.

Sidewalk use? YES NO

If yes, describe sidewalk use:

A light show type of movie will be projected onto the west facing side of the GLP building. We are anticipating people to be watching from Dinan Park, the sidewalks and Farmington Road.

Reserved Parking: Are you requesting exempt Parking? (See Policy Section 5)

YES NO

If yes, list the lots or locations where parking is requested:

Will street closures be necessary? YES NO

If yes, describe, include times:

Farmington Road from Grand River Avenue south to State Street.

Will music be provided? YES NO

Are any of the following proposed in event area?

Booths YES NO Quantity: for sponsors

Tents/Canopies YES NO Quantity:

Rides YES NO Quantity:

Tables YES NO Quantity: for food/popcorn

Portable Toilets YES NO Quantity:

Inflatables YES NO Quantity:

Food Vending YES NO Quantity:

Other Vendors YES NO Quantity:

Other (describe)

We are asking the Farmington Civic Theater to sell popcorn. Heights Brewing and Lone Light Spirits have been asked to participate as well.

If yes to food vendors, concessions, and/or other vendors, please list all of the vendors by vendor name, refer to Policy Section IV.2.N for license and insurance requirements:

**If mobile food vending is proposed as part of an activity that also requires a special event permit, no additional or separate mobile food vending permit shall be required as stated in the City Code of Ordinances (Appendix A in policy).*

Please include event map. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

I have invited local businesses to participate.

Those invited include: Farmington Civic Theater, KickstART Farmington,

 Heights Brewing, La Pecora Nera and Lone Light Spirits

Event Signs: Will this event include the use of signs YES NO

If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs. All signage must be approved by the City Manager’s Office.

Event Cost Worksheet

	Cost	Quantity	Total
Park usage fee			
Public Safety Assistance			
Public Services Assistance			
Cones			
Additional Barricades			
Additional Trash Barrels		2	
Other			
Total			0

Assistance from Public Services or Public Safety is \$65/hour with a minimum of two hours. The Public Services fee includes four trash barrels and four barricades. If additional equipment is needed, the fee will be determined by Public Services. Equipment is limited to cones, barricades and trash barrels.

Checks can be dropped off or mailed to the City Manager’s Office at Farmington City Hall: 23600 Liberty Street, Farmington, MI 48335. Make checks payable to the “City of Farmington.” There is a processing fee for credit cards payments. Credit card payments must be made at City Hall, we do not take credit card information via the phone.

Farmington City Council Staff Report	Council Meeting Date: September 3, 2024	Item Number 5
Submitted by: David Murphy		
<u>Agenda Topic:</u> Thomas Street Concept Plan		
<u>Proposed Motion:</u> Move to approve the proposed concept design and preliminary opinion of cost for the Thomas Street Alley from OHM in an amount not to exceed \$52,000.		
<u>Background:</u> Thomas is going to be rebuilt with the construction of the Hillside Towne Homes project. This gives us the opportunity redesign Thomas Street between Warner and Farmington. I requested a cost estimate for a concept design and preliminary opinion of cost from OHM, the city's Engineers. Please see the attached proposal.		
<u>Materials:</u> Proposed concept design from OHM,		



August 26, 2024

Mr. David Murphy
City Manager
City of Farmington
23600 Liberty Street
Farmington, MI 48335

Subject: **Thomas Street Alley Concept Plan**
Concept Development & Preliminary Opinion of Cost Services Proposal

Dear Mr. Murphy:

OHM Advisors (OHM) is pleased to submit this proposal for concept design and preliminary opinion of cost services for the Thomas Street Alley Concept Plan. This proposal has been prepared based on discussions with City staff and previously prepared plans for Downtown Farmington. Additionally, this letter presents our understanding of the project scope, clarifications and assumptions, deliverables, project schedule, and anticipated project fees.

PROJECT UNDERSTANDING

In discussions with the City of Farmington about the future of the downtown community, Thomas Street has been elevated as an essential corridor to explore. Its current identity is complex and multifaceted, supporting the community as part roadway, part neighborhood, part parking lot and part pedestrian access point behind Grand River Corridor commercial district.

Our understanding of the Thomas Street Corridor project is to develop concepts that help reinvigorate it into both a functional access point as well as a vibrant, sustainable alleyway that reinforces the strength of the downtown identity. With future development forthcoming, Thomas Street is envisioned to become a more utilized space, and with that, there is a need to enhance the social fabric of the area.

To ensure a successful concept, it must be rooted in factual data. Our team will be studying Oakland County and OHM GIS documents in addition to published plans that have set the tone for future development expectations. In addition to understanding existing context, it is vital that walkability, accessibility, and multi-modal transportation opportunities are explored. Opportunities to incorporate green infrastructure and other sustainably minded design elements exist, and considering safety, lighting and mimicking materiality of existing downtown context will help to enhance the identity of place. Also, an emphasis will be placed on carrying the themes and elements of the downtown streetscape into the alley, similar to Farmington Road and Warner Street.

Thomas Street has the potential to become an established public passageway, supporting the shops, restaurants and residents throughout the seasons, while also activating the existing corridor and planning for future development. Concepts developed will evoke thoughtful and timeless design considerations that benefit the City of Farmington for years to come.



PROJECT SCOPE

Task 1 – Project Exploration

Task 1 is intended to confirm the scope, schedule, communications preferences, and deliverables preferred by the City of Farmington.

▼ **Task 1.1 – Kick off meeting with Client**

- OHM Advisors will hold one (1) in person client meeting with staff from The City of Farmington and the Downtown Development Authority (DDA) to review the proposed scope of work, timeline, and deliverables laid out in this proposal. This meeting will also serve as an opportunity to formalize the goals and objectives of the visualization project to ensure that all parties are aligned with the vision and establish a cadence for future monthly client team progress meetings. OHM Advisors will work with Farmington staff to establish a regular cadence of progress meetings. Up to eight (8) meetings through the life of the project will be identified.

▼ **Task 1.2 - Collection of Data and Analysis**

- OHM Advisors will gather relevant right-of-way (ROW) and utility drawings from public sources, future Hillside Townes plans, and the completed Downtown Area Plan data for inclusion in a base map and plan for Thomas Street. This data will be integral to beginning the development of the schematic design and will allow OHM to create a plan consistent with previous, on-going, and future work.

▼ **Task 1.3 – Design Committee Meeting 1**

- OHM Advisors will meet with the project design committee to discuss overall goals and vision for the Thomas Street Alley. Depending on the weather, OHM Advisors is proposing a site walk through with the Design Committee to allow each participating member the opportunity to experience the site firsthand and offer their observations.

Task 2 - Alley Concept Development

In Task 2, OHM Advisors will work to develop a concept for the Thomas Street Alley that will be refined in collaboration with the Design Committee.

▼ **Task 2.1 – Existing Conditions Analysis**

- Utilizing the data collected in Task 1.2, OHM Advisors will perform an analysis of the existing features of both the Thomas Street Alley and the surrounding land uses. The existing conditions analysis will also note potential constraint areas within the Study Area. The data analyzed will be collected in an ArcGIS map database as noted on the base map. The goal with this task is to identify the areas of opportunity, as well as any challenges, that current exist along Thomas Street.

▼ **Task 2.2 – Concept Development**

- OHM Advisors will develop one (1) draft concept for the Thomas Street Alley. The concept will provide a broader level of detail and will explore possibilities for integrating green infrastructure, pedestrian/decorative lighting, pedestrian walkability, distinct paving, functionality of parking, connections to downtown, and adaptable space. The concept will be presented to the Design Committee for feedback.



▼ **Task 2.3 – Design Committee Meeting 2**

- OHM Advisors will meet with the Design Committee following the development of the concept design to gather input on the plans. This meeting is intended to function more as a design charrette to allow committee members to identify the aspects of the design they like and which they do not like. Feedback will then be incorporated into the concept.

Task 3 – Final Concept Refinement

The final task of the plan will focus on refining the preferred concept developed in Task 2 and documenting the details of design.

▼ **Task 3.1 – Refinement of Preferred Concept**

- OHM Advisors will review the feedback and comments collected from the Design Committee into the recommended concept. The refined concepts will include additional detail not shown in the first round of concepts and will be portrayed in a more detailed style using computer modeling tools such as Photoshop, SketchUp, and/or Lumion.

▼ **Task 3.2 – Design Committee 3**

- OHM Advisors will present the refined version of the preferred concept to the Design Committee for review and feedback. Comments and input from the members will be recorded and used to update the design as needed.

▼ **Task 3.3 - Implementation Plan**

- OHM Advisors will create an implementation plan for the recommended design concept that includes details required to move the design forward to construction. The implementation plan will include cost estimates, phasing recommendations, and funding opportunities.

▼ **Task 3.4 – Presentation to City Council and DDA**

- Following the refinement of the preferred design, OHM Advisors will present the design development process and final design concepts to the Farmington City Council, Farmington DDA, and DDA design committee. The project team will be available to answer questions and provide additional insight to the design concepts.

▼ **Task 3.5 – Final Report Development**

- OHM Advisors will develop a comprehensive summary report that includes the work completed as part of the Thomas Street Alley Concept Plan. This report will include all relevant graphics, maps, images, and analysis needed to carry the project toward construction.

CLARIFICATIONS & ASSUMPTIONS

The above noted project fees are based on the following assumptions, in addition to the ones listed in the Project Scope section of the proposal:

- ▼ Easement preparation (outside of linework exhibits), negotiation meetings, and/or revisions have not been included in the project fee. These services can be provided on an hourly, as-needed basis. We have included initial linework exhibits/sketches in our fee, but it is assumed the City will be responsible for negotiating and securing the easements. Front end documentation can be provided on an hourly, as-needed basis, or the City may choose to prepare these in-house.



- ▶ OHM will utilize pertinent right-of-way information in the concept plan obtained from Oakland County GIS.
- ▶ Design documents, including construction plans, structural design of bridges, landscaping design, lighting design, boardwalks and/or retaining wall design, construction specifications, and bidding package documents have not been included. It is assumed that these services will be included in a final engineering design proposal that will be provided under separate cover at a later date.
- ▶ Construction engineering, observation, administration, and material testing services fees have not been included in the fees outlined above. These services will be included in a separate proposal at a later date.

DELIVERABLES

OHM Advisors will provide the following deliverables as a part of the concept plan development scope of work:

- ▶ Base map of existing conditions
- ▶ Concept plan view drawings of the concept design
- ▶ Renderings of the preferred concept design at up to three (3) locations in the Study Area.
- ▶ Concept level opinions of probable construction cost for the recommended alternative.
- ▶ Final report summary of recommendations

SCHEDULE

Should our proposal be accepted, we anticipate starting work within one month after written authorization is provided.

OHM Advisors will complete the project **within six (6) months** of receiving an authorized contract.

FEE SCHEDULE

The Professional Services will be performed on an hourly not-to-exceed basis, in accordance with the established Hourly Rate Schedule for the City of Farmington.

<u>Task</u>	<u>Description</u>	<u>Fee</u>
Task 1	Project Exploration	\$5,000
Task 2	Alley Concept Development	\$16,000
Task 3	Final Concept Refinement	\$31,000
TOTAL FEE		\$52,000



We thank you for this opportunity to provide professional landscape architecture and planning services. Should there be any questions, please contact us at (734) 522-6711. If you find our proposal acceptable, please execute a copy of the attached agreement and return one (1) copy to us for our files.

Sincerely,
OHM Advisors,

Matthew D. Parks, P.E.
Principal

Encl: Terms and Conditions

Cc: Eric Dryer, OHM
Sarah Huddas, OHM
Austin Downie, OHM

City of Farmington
Thomas Street Alley Concept Plan

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

Farmington City Council Staff Report	Council Meeting Date: September 9, 2024	Item Number 6
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Parking lot repairs following Emergency Water Main Repairs		
Proposed Motion: Move to award LOC Federal Credit Union parking lot surface repairs to Bush Brothers Incorporated in the amount of \$17,710 and allow City Administrators to execute contract documents.		
Background: Last winter Public Works conducted emergency water main repairs at LOC Federal Credit Union located at 22891 Farmington Road in the parking lot. Due to the extent of damage, the amount of asphalt replacement exceeds Public Works capabilities. City Administration has requested quotes from the asphalt contractor we have open contracts with and two local asphalt contractors. Quotes: Best Asphalt \$32,915 Hutch Paving \$19,910 Bush Brothers Asphalt Paving Incorporated Option #1 \$12,600 Option #2 \$15,400 City Administration recommends awarding the 22891 Farmington Road Parking Lot Surface Repairs to Bush Brothers Asphalt Paving located at 20788 Osmus, Farmington Hills MI 48336 in the amount of \$15,400 for the option 2 repair which includes concrete curb replacement with approximately 15% contingency totaling \$17,710.		
Materials: Best Asphalt Quote Hutch Paving Quote Bush Brothers Asphalt Paving Inc. Quote		



6334 Beverly Plaza
Romulus, MI 48174
(734) 729-9440

August 20, 2024

City of Farmington
33720 W 9 Mile Rd
Farmington, MI 48335

Attn: Joshua Leach, Asst. Superintendent Public Works
Re: Water Main Repair 22981 Farmington Rd

Best Asphalt, Inc. respectfully submits the following proposal for your review:

PARKING LOT RECONSTRUCTION (Approx 1,515 sf+/-)

- 1.) Remove existing pavement to accept the following Cross-Section.
- 2.) Remove and haul off site excess material.
- 3.) Grade remaining aggregate base to insure proper drainage and slope for ADA Parking.
- 4.) Furnish and place 2½" 3C Bituminous Base Course.
- 5.) Apply .10 gal per Sy SS-1H Bituminous Bond Coat between asphalt layers.
- 6.) Furnish and place 1½" 5E1 Bituminous wearing Course.
- 7.) Stripe new pavement per existing or Owners direction.

TOTAL BASE BID \$32,915.00

AGGREGATE BASE COURSE

- 1.) Furnish and Place 21AA Aggregate Base Course. (If Needed)

ADD \$52.00 per ton

Notes/Exclusions:

- A. Proposal is based on documents produced/furnished by Joshua Leach, Asst. Superintendent Public Works.
- B. No permits, bonds, traffic control & signage, testing and/or layout.
- C. We have included allowances for Aggregate Base, Asphalt Paving and Striping only.
- D. No allowances included for undercutting of unsuitable Subgrade conditions and/or Aggregate placement and compaction.
- E. All work must be completed in the 2024-25 Construction Season. Pricing based on one (1) phases, additional phases will be charged additional mobilization. **All work carried over to 2026 must be re-negotiated. Presume a minimum 8-10% increase depending on economic conditions. (see attached letter from supplier)**
- F. Best Asphalt, Inc.'s proposal may be adjusted or withdrawn if not accepted verbally or by signature below within (15) days.
- G. Construction Schedule xx Working Days/Weather permitting.
- H. Proposal is specifically for work identified above, no additional work shall be implied or inferred as incidental.
- I. This Proposal and Detailed conditions attached shall become an integral part of any future agreements.

Thank you for the opportunity to quote on this project. If you have any questions, please call

Respectfully,

Bradley D Hanson

Bradley D. Hanson, Project Manager
Best Asphalt

Accepted by: _____

Title: _____

Date: _____



Warranty and General Conditions

WARRANTY COVERAGE: Work quoted in our proposals is covered by our standard warranty against defects in materials and workmanship for a period of 12 months (unless specified otherwise) subject to the terms and conditions contained herein. Due to the volatility of the crude oil market and the potential for geopolitical issues, prices quoted are valid for 30 days from issue date of the proposal, unless specified otherwise.

STANDARD TERMS: This contract shall be subject to the following general conditions and standard terms of the contract printed below. Best Asphalt, Inc. Inc., will be referred to as contractor or Best Asphalt, Inc.. The owner, architect, client or customer to whom this proposal/contract is addressed and authorized by will be referred to as "Customer". A finance charge of 1.5% per month will be added to all past due accounts; an annum of 18%. Payment is due in full upon completion of work or upon invoicing of completed work.

NO ORAL AGREEMENTS: It is expressly understood that all terms, agreements, and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind.

CHANGES: No changes or alterations in the specifications shall be allowed except in writing and at prices agreed upon at the time the changes are authorized.

EXTRA WORK: Any additional work requested beyond the specifications, plans and scope, will be outlined in writing on a separate proposal form. Extra work performed on a time & material basis shall be signed for at the time the work is performed. The lack of a representative of the Customer does not relieve the Customer from payment obligation for the work billed.

ESTIMATED OR APPROXIMATE QUANTITIES: Quantities and areas in this proposal are approximate, arrived at for estimating purposes only. In addition, it is understood that payment is to be made on actual quantities of work completed and actual areas covered unless otherwise indicated.

PROPERTY LINES: The Customer shall establish and designate property lines and shall be obligated to pay for work performed as ordered in the event the property lines established and designated by Customer trespass on other property. Also, the Customer shall be responsible for any damages caused hereby to the owner of any property encroached on by work specified in this proposal.

DELAYS/TIME OF COMPLETION: Best Asphalt, Inc. shall complete this work within a reasonable time, but shall not be held responsible for delays beyond the control of the contractor.

SUB GRADES: No material shall be placed on a wet, unstable or frozen sub-grade. A suitable sub-grade is a condition precedent to the requirement of performance of this contract.

MINIMUM GRADE: Best Asphalt, Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If construction is performed with less than a minimum grade of 1%, it is understood that water ponding may occur and that there is no warranty attached to the work as to satisfactory surface drainage. Depressions over ¼" can be filled.

WATER DRAINAGE: Best Asphalt, Inc. will make water drain as best as possible. However, we make no guarantees against drainage of new or old pavement of any type when resurfacing and not replacing the project in its entirety. Skim patching is above the existing surface and customer understands skim patching may hinder drainage or flow of water.

PERMITS: Customers of the work shall obtain and pay for any and all permits, inspections or assessments if they are required, unless otherwise noted. Permits, if obtained by Best Asphalt, Inc., will be billed with labor cost of \$150.00 per hour plus costs of permits, bonds, inspections, etc.

TRAFFIC MANAGEMENT/CONTROL: In the event that traffic management is needed - customer is liable for any and all costs relating to traffic management/control.

ZONING REQUIREMENTS & REGULATIONS: Best Asphalt, Inc. assumes no responsibility for determining whether Customer has the legal right or authority to perform the work as specified. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law, the Customer shall, nevertheless, be obligated to pay for the work performed as ordered.

EXISTING AREA AND JOB SITE: Customer understands that Best Asphalt, Inc. is not responsible for any existing area, such as but not limited to, grass, asphalt/concrete pavement, or otherwise that may be damaged, disturbed, or otherwise from ingress or egress of the job. Best Asphalt, Inc. te.

Customer is responsible for all restoration and/or repair costs to existing area that may occur during service.

CONCRETE CRACKING: Best Asphalt, Inc. strives for precision in all of our work. Although there are things outside of our control like concrete cracking. With all concrete jobs we will input control joint(s) – this is to try and make the concrete crack where we want it to.

Concrete will crack soon after it is poured and will most times, happen the same day. Even with control joints there is no way to guarantee that it will not crack in other places. Cracks that are 3/16" of one inch or less (in height or gap) are considered normal and are within industry standards and ARE NOT considered a warranty issue.

ASPHALT CRACKING: Asphalt, especially when a surface is "resurfaced" or "skim patched" will have at the least "reflective cracking"; Which is the reproduction of cracks that were covered by the resurfacing or patching. This type of cracking can happen relatively quickly and they are normally larger than the original cracks covered up. This is normal and not considered a warranty issue. Asphalt cracking of something that has been completely removed and replaced may be a warranty issue and will be evaluated on a situational basis.

IRRIGATION: Best Asphalt, Inc. is not responsible for any irrigation systems or components. Customer understands that irrigation components or lines are normally buried very shallow and will be hit or damaged during service. Customer assumes all responsibility and cost of irrigation systems.

STOCKPILING MATERIALS: Best Asphalt, Inc. shall be permitted to stockpile materials necessary to perform its work on the Customer's property or adjacent to the site of the work at no cost.

HIDDEN OBJECTS: Best Asphalt, Inc. assumes no responsibility for removing, damaging, or inadvertently destroying hidden objects encountered during the performance of their work, nor the cost associated with same. It is explicitly the responsibility of the customer to inform Best Asphalt, Inc. of anything that cannot be seen prior to removal of any objects.

THICKNESS OF ASPHALT PAVEMENT: All descriptions of pavement in this proposal refer to average thickness. Variations in sub-grade and technical limitations may result in variations from the average. Best Asphalt, Inc. warrants that sufficient material will be used on the project as to result in the average thickness specified.

SOIL CONDITIONS: Best Asphalt, Inc. assumes no responsibility for any unusual soil conditions encountered that are not specifically referred to in this proposal. Also, Best Asphalt, Inc. assumes no responsibility for the excavation, removal or disposal of any contaminated soils encountered during any excavation for the Customer. The Customer will pay any extra cost for such conditions incurred by Best Asphalt, Inc..

TREE ROOTS: Contractor shall not be responsible for any damage to trees occasioned by the removal of tree or tree roots in preparing the site.

UNDERGROUND STRUCTURES: It is the Customer's responsibility to advise contractor of the existence and location of all underground structures such as sewers, water lines, gas lines, etc., which might be encountered by Best Asphalt, Inc. in the performance of its work. Best Asphalt, Inc. shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal and of the location thereof as indicated in this proposal. If a condition develops in the performance of Best Asphalt, Inc.'s work where the identity or location of the underground structures varies from those specified herein, any extra cost incurred thereby in moving, protecting or covering same, or otherwise, shall be borne by the Customer.

COLD WEATHER CONDITIONS: Effective October 1st, jobs are subject to winter conditions (50 degrees or below). Roller marks and asphalt marks may be visible due to cold weather temperatures and are not considered a warranty issue.

STAMPED CONCRETE: Color samples shown represent the color of the finished product as closely as possible when sealed with two coats of hard bright sealer. Variations occur due to differences in cement aggregate, water/cement ratio, weather, finishing and application methods.

NOTICE OF COMMENCEMENT: Notice of Commencement is requested per Sec. 570.1108a (1)(9)(10)(11) of the Michigan Construction Lien Act 497 of 1980, on any signed contract.

STANDARD TERMS OF CONTRACT: Customer shall not withhold payment to Best Asphalt, Inc. in the event of any dispute arising out of this contract. In the event of a dispute, Customer will deposit any unpaid balance due on this contract with a mutually agreed upon bank, which will act as an Escrow Agent until the dispute is resolved. Any dispute arising out of this contract that cannot be resolved between the Customer and Best Asphalt, Inc. shall be submitted to an arbitrator who shall be a registered engineer or architect selected by both parties. In the event the parties cannot agree upon such an arbitrator, the American Institute of Architects shall select the arbitrator and the arbitration proceedings shall be governed by their rules. The decision of the arbitrator shall be binding upon the parties and enforceable in a Circuit Court for the State of Michigan. The arbitrator shall be empowered to direct the Escrow Agent to disburse the funds held in escrow to the proper party and to direct such other relief as he determines necessary. The cost of the arbitration shall be borne equally by both parties. In the event of an anticipatory breach of this contract by Customer, Best Asphalt, Inc. shall be entitled to liquidated damages equal to 25% of the total contract amount. The Customer shall pay Best Asphalt, Inc. all costs, including actual attorney's fees, incurred by contractor in enforcing this contract, including collection of any payment due herein. I have read all pages and agreed to these general conditions. The general conditions and prices and specifications associated with this contract are hereby accepted. Best Asphalt, Inc. Inc. is authorized to perform this work.

SCHEDULING PAYMENT AND HOLD: Best Asphalt, Inc. Inc. requires a 30% deposit on the total proposed amount with signatures on the proposal in order to be put in que for scheduling of work and to begin work. Remaining balance for a residential customer is due upon completion of the job. Commercial work terms will be specified between Best Asphalt, Inc. representative and the customer. Any exceptions to the above must have management approval. In the event deposit and proposal signatures are not both together and input, the job will not be considered for scheduling and the job will be put into the "hold que" until necessary documents/payments have been collected from customer.

CANCELLATION NOTICE REQUIREMENTS: Best Asphalt, Inc. Inc. requires at least 24 hour notice prior to start of day job was scheduled. Failure to produce sufficient notification will result in a \$250.00 service fee.

PROPOSAL
LOC CREDIT UNION
22981 FARMINGTON RD, FARMINGTON, MI 48336
PARKING LOT REPAIRS (CITY OF FARMINGTON)

City of Farmington DPW
33720 W 9 Mile
Farmington, MI 48335
Attn: Josh Leach
(248)473-7250
jleach@farmgov.com

PROPOSAL # 406125

July 15, 2024

PROPOSAL

4.0" ASPHALT PAVEMENT REPAIR FULL DEPTH REMOVAL & REPLACEMENT | 1,515 SF

1. Furnish barricading and traffic control to safely secure the working area.
2. Saw cut pavement as needed at limits of construction.
3. Excavate existing asphalt pavement +/- 4.0" in thickness. All excavated material is to be hauled from the site and taken to a recycling facility.
4. Grade and compact existing base material. Upon completion of base material preparation, all areas will be proof rolled and inspected for stability and density. Deficiencies will be reported to the customers for evaluation.
5. Furnish and install 2.0" base course of #4E1 MDOT SPEC Hot Mix Asphalt in a single lift and compact.
6. Apply SS-1h emulsion (tack coat) asphalt binder to promote adhesion of bituminous overlay.
7. Furnish and install 2.0" leveling course of #4E1 MDOT SPEC Hot Mix Asphalt in a single lift and compact.
8. Apply water-borne pavement markings to match the existing / customer-directed layout.
9. Cleanup all construction related debris.

18" CONCRETE CURB & GUTTER REMOVE & REPLACE | 40 LF

1. Saw cut curb & gutter at limits of construction.
2. Excavate existing concrete curb & gutter. All excavated material is to be hauled from the site and taken to a recycling facility.
3. Cast in place 18" (or match existing) concrete curb & gutter of 3500 PSI rated MDOT Spec. Concrete will receive a light broom slip-resistant finish followed by curing compound for sealing.
4. Clean up all construction related debris.

LUMP SUM PRICE = \$ 19,910.00



- INCLUDES:** ONE YEAR WARRANTY Excluding Reflective Cracking or damage caused by Frost Heave.
- EXCLUDES:** Fencing or Electrical items, Permits, Inspections, Traffic Control, Undercutting of unsuitable sub base, repair to any and all landscape items, repair to hidden structures such as but not limited to irrigation lines, electrical lines, or anything not marked by the miss dig system, The pricing DOES NOT include landscape/lawn restoration.
- EXTRA:** Import 21AA aggregate & compact to maximum density if needed to meet grade,
ADD \$ 38.00/ton of 21AA
- EXTRA:** Subgrade undercutting if needed including the export of unstable deficient, soft spoils
ADD \$ 68.00/ton of 21AA.
- TERMS:** 25% down and the balance Net 15 days from the date of the Invoice(s) with no retention held. A 1.5% monthly service charge will be applied for balances due beyond the 15 days.
- PERMITS:** Permits secured by HPI will be reimbursed cost plus 20% acquisition fee or a \$400.00 min charge.

Brandon Rice _____

STANDARD TERMS: This contract is subject to the following terms. Hutch Paving, Inc., is referred to as Contractor or HPI. The owner, architect client, or customer to whom this contract is addressed is referred to as "Customer." Prices quoted are valid for 30 days from issue date of the proposal, unless specified otherwise. Payment is due as invoiced. A finance charge of 1-1/2% per month will be added to all past due accounts.

WARRANTY COVERAGE: HPI's work is covered by our standard warranty against defects in materials and workmanship for a period of 12 months from the date of substantial completion, subject to the terms and conditions herein. The warranty does not cover cracks or drainage when the work involves resurfacing and not a complete replacement.

CHANGES: It is expressly understood that all terms, agreements, and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind. No changes or alterations in this agreement shall be allowed except in writing and at prices agreed upon at the time the changes are authorized.

ESTIMATED OR APPROXIMATE QUANTITIES: Quantities and areas in this proposal are approximate, arrived at for estimating purposes only. In addition, it is understood that payment is to be made on actual quantities of work completed and actual areas covered unless this agreement is a "lump sum" contract or unless otherwise indicated.

FROST HEAVE: Should there be subsurface or subterranean water that is susceptible to the freeze thaw cycle, the possibility for frost heave in the winter is possible. Frost heave can lift the pavement of any type causing lifting, cracking & separation. Frost heave is unavoidable in Michigan and is not covered under warranty.

PROPERTY LINES/UNDERGROUND CONDITIONS: The Customer is responsible for identifying and accounting for the location of property lines, drainage, irrigation systems, underground structures or pipes, or any other condition not immediately observable, and shall indemnify and hold harmless HPI for any damages or delay, and pay any additional charges incurred by HPI, resulting from the existence of such lines, structures, or conditions not marked by MISS DIG.

DELAYS/TIME OF COMPLETION: HPI is not responsible for delays beyond its control. All timeframes are approximate.

SUBGRADES/MINIMUM GRADE: HPI will not place material on a subgrade that, in HPI's sole discretion, is unacceptably wet, unstable, or frozen, or where a minimum grade of one percent (1%) is not possible. In the event the Customer insists on the work proceeding in spite of such conditions, the Customer will be required to absolve HPI in writing of any responsibility for the quality and outcome of the work, and the warranty will be void.

PERMITS: Customer shall obtain and pay for any and all permits, inspections or assessments if they are required.

AUTHORIZED SIGNATURE

PRINT NAME / TITLE

DATE

By signing above, Leader Management Inc. \ agent agrees to the payment terms detailed and Terms and Conditions set forth below on all pages of this contract.

Page 2 of 3

ZONING REQUIREMENTS & REGULATIONS: HPI assumes no responsibility for determining whether Customer has the legal right or authority to perform the work as specified. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law, the Customer shall, nevertheless, be obligated to pay for the work performed as ordered.

THICKNESS OP ASPHALT PAVEMENT: All descriptions of pavement in this proposal refer to average thickness. Variations in subgrade and technical limitations may result in variations from the average.

SOIL CONDITIONS: HPI assumes no responsibility for any unusual soil conditions encountered that are not specifically referred to in this proposal. Also, HPI assumes no responsibility for the excavation, removal or disposal of any contaminated soil encountered during any excavation for the Customer. The Customer will pay any extra cost for such conditions incurred by HPI.

TREE ROOTS: Contractor shall not be responsible for any damage to trees occasioned by the removal of tree or tree roots in preparing the site.

COLD WEATHER CONDITIONS: Effective October 1, jobs are subject to winter conditions (50 degrees or below). Roller marks and asphalt marks may be visible due to cold weather temperatures.

NOTICE OF COMMENCEMENT: Notice of Commencement is requested under MCL 570.1108a(1).

DISPUTE RESOLUTION: Except for any claim by HPI for payment or enforcement of its lien rights, disputes arising out of this contract shall be submitted to arbitration before an arbitrator who is a registered engineer or architect. In the event the parties cannot agree upon such an arbitrator, the American Institute of Architects (AAA) shall select the arbitrator and the arbitration proceedings shall be governed by AAA rules. The cost of the arbitration shall be borne equally by both parties. The decision of the arbitrator shall be binding upon the parties and enforceable in a Circuit Court for the State of Michigan. As a condition precedent to requesting arbitration, Customer shall deposit any unpaid balance due on the contract into escrow with an escrow agent approved by HPI. Customer shall pay HPI all attorney fees, costs, and expenses incurred by HPI in enforcing the terms of this agreement, including but not limited to the collection of any payment due herein and the defense of any claim by Customer.

AUTHORIZED SIGNATURE

PRINT NAME / TITLE

DATE

Page 3 of 3

By signing above, Leader Management Inc. \ agent agrees to the payment terms detailed and Terms and Conditions set forth below on all pages of this contract.



CONTRACT PROPOSAL

BUSH BROTHERS
ASPHALT PAVING, INC.

20788 Osmus • Farmington Hills, MI 48336 • (248) 476-8254
 Fax: (248) 476-9794

Date: July 27, 2024

Josh			
Name	City of Farmington	Job Name	Asphalt Repair 2024 (LOC Credit Union)
Address		Job Address	22981 Farmington Rd.
City, Zone & State		City, Zone & State	Farmington, MI 48336
Customer Phone	248-473-7250	No. & Date of Plans	field measured
Type of Traffic	Passenger car & delivery	Area	approx. 1,800 sq.ft. total

ITEMS OF WORK AND SPECIFICATIONS:

IN ORDER TO COMPLETE A PROPER ASPHALT REPAIR OF THE DAMAGED AREA THE ASPHALT REPAIR WILL END UP BEING APPROX. 1,800 SQ.FT.

1. Layout and saw cut perimeter of the repair area.
2. Remove the existing asphalt within the repair area and dispose of off site.
3. Grade existing base for paving and drainage to the existing structure.
Compact in place for paving.
4. Pave the prepared area with 4" of commercial grade asphalt in two layers.
2.5" of 1100L and 1.5" of 5E1
each layer compacted in place.
abut existing paved surfaces evenly.

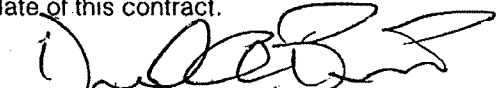
ALTERNATE ADD: remove approximately 38 lineal feet of existing concrete curb and gutter replacing with new concrete curb and gutter at the proper elevation for paving and drainage ----- ADD ----- \$ 2,800.00

We offer to furnish the necessary labor and materials to do the above work in accordance with the above specifications for the sum of TWELVE THOUSAND SIX HUNDRED ----- Dollars. (\$ 12,600.00)
 or at a unit price of \$ 7.00 PER SQ.FT . Payment to be made as follows NET 10 DAYS EACH INVOICE

Prices subject to availability of material and cost increases of asphalt mix after date of this contract.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: _____


 Daniel A. Bushart

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature: _____

Signature: _____

Date: _____

Please sign and return white copy upon acceptance. Work will not be started without completed agreement.

Farmington City Council Staff Report	Council Meeting Date: Sept. 3, 2024	Item Number 7
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Reappointments to the Farmington Zoning Board of Appeals		
Proposed Motion: Move to reappoint Paul Bertin, Matt Schiffman, and Eric Gensheimer to the Farmington Zoning Board of Appeals for 3-year terms ending June 30, 2027.		
Background: All three ZBA Commissioners have indicated they'd like to continue their service.		
Materials:		

Farmington City Council Staff Report	Council Meeting Date: September 3, 2024	Reference Number 8	
Submitted by: City Manager			
Description: Consideration of Resolution Establishing a Moratorium on the Creation of Private Murals on the Exterior of Buildings Within the Downtown District in the City			
Requested Action: Move to Resolution Establishing a Moratorium on the Creation of Private Murals on the Exterior of Buildings Within the Downtown District in the City.			
<p>Background:</p> <p>The City has worked with the DDA to implement several public art installations in the Downtown District over the past several years. The public art has been installed by the City. The City has received recent requests to consider the installation of private murals on buildings within the Downtown District. However, because the City does not have an ordinance or policy in place regarding the process for review and implementation of standards for the display of private murals in the Downtown District, City Staff and consultants have started reviewing the public art policies and ordinances of other Michigan communities. While publically displayed art is desirable and the City seeks to consider implementation on a larger scale in the Downtown District, the creation of private murals or other artistic displays on panels on the exterior walls of buildings without established standards and a designated public body for review of each proposal may result in a the proliferation of blight and unregulated graffiti within the Downtown District. City Staff and consultants will consider and study possible regulations and legislation to address issues related to the display of private murals on exterior private building walls over the 90-day moratorium period in order to get standards and a review procedure in place.</p>			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

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

**RESOLUTION ESTABLISHING A MORATORIUM ON THE
CREATION OF PRIVATE MURALS ON THE EXTERIOR OF BUILDINGS WITHIN THE
DOWNTOWN DISTRICT IN THE CITY**

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of Farmington, County of Oakland, State of Michigan, held on the ____ day of _____, 2024, at ____ o'clock p.m., with those present and absent being,

PRESENT:

ABSENT:

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

WHEREAS, the Home Rule City Act, MCL 117.1, *et seq.*, authorizes a city to adopt reasonable ordinances, resolutions, or regulations relating to its property, affairs, and the health, safety, and welfare of its citizens; and

WHEREAS, the Charter of the City of Farmington grants to the City all powers possible for a city to have under the Constitution and laws of this State as fully and completely as though they were specifically enumerated in the Charter; and

WHEREAS, the City Council of the City of Farmington desires to exercise this authority in adopting this Resolution; and

WHEREAS, the City Council finds that while publically displayed art is desirable and may be implemented on a larger scale in the Downtown District, the creation of private murals or other artistic displays on panels on the exterior walls of buildings within the Downtown District of the City without established standards and a designated public body for review of each proposal is likely to result in a the proliferation of blight and unregulated graffiti within the Downtown District and requires the City to review and study possible regulations and legislation to address issues related to the display of private murals on exterior private building walls; and

WHEREAS, the City's Sign Ordinance currently permits the display of public signage in the form of public art in the City; and

WHEREAS, the City Council finds that it is in the public interest to impose a temporary moratorium on applications for permits by private entities to create murals or artistic displays on large panels on exterior building walls in order to review and consider the necessary regulations.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Farmington that a moratorium be imposed barring the acceptance of permit applications for

businesses to install murals or artistic displays on the exterior building walls on businesses within the Downtown District the City of Farmington for a period of ninety (90) days, or the date that the City Council repeals this Resolution, whichever occurs first.

IT IS FURTHER RESOLVED for the purposes of this Resolution, "murals" shall mean an artistic painting, drawing or other display, painted on, or otherwise attached to the exterior wall or walls of a building for the purpose of creating visual interest, commemorating an event, or providing a message in an area open to viewing by the general public.

IT IS FURTHER RESOLVED that during the aforementioned 90-day moratorium, or any extension thereof, the City Council, along with the Planning Commission and appropriate staff and consultants, shall attend to reviewing and making recommendations on amendments to the Zoning Ordinance and/or Sign Ordinance, considering the public health, safety, and welfare of its residents, and if amendments are determined to be necessary, preparing and processing such amendments.

IT IS FURTHER RESOLVED that an aggrieved property owner or business petitioner may request and be entitled to a hearing before the City Council for the purpose of attempting to demonstrate that the moratorium will preclude all viable economic use of their property or otherwise violate applicable provisions of state or federal law. Said petitioner shall, in writing and directed to the City Clerk, request a hearing that describes the grounds for the request. The hearing shall be held at a City Council meeting within forty-five (45) days of receipt of the request. Upon concluding the hearing, the City Council shall determine whether the petitioner has made the required demonstration and if so, shall grant relief from the moratorium.

IT IS FURTHER RESOLVED that notice of the Resolution shall be posted at the City Hall throughout the 90-day period, or any extension granted herein.

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

RESOLUTION DECLARED ADOPTED _____, 2024.

Meaghan Bachman, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington at a regular meeting held this _____ day of _____, 2024.

Meaghan Bachman, City Clerk
City of Farmington