



**Regular City Council Meeting
7:00 p.m., Monday, May 6, 2024
Conference Room
23600 Liberty Street
Farmington, MI 48335**

REGULAR MEETING AGENDA

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment**
- 4. Mental Health Awareness Month Proclamation**
- 5. Demolition Ordinance Second Reading**
- 6. Amendment the city code to alter the language regarding inspections as it relates to the registration and inspections for all single and 2-family rental and vacant residential properties**
- 7. Proposed mural on the Walter P. Sundquist Pavilion at George F. Riley Park**
- 8. Advanced Redevelopment Solutions Invoice**
- 9. Other Business**
- 10. Public Comment**
- 11. Council Comment**
- 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: May 6, 2024	Item Number 4
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Proclamation: Mental Health Awareness Month		
Proposed Motion: Accept Oakland Community Health Network's request to recognize May 2024 as Mental Health Awareness Month.		
Background: During National Mental Health Awareness Month, we recognize the bravery and resilience of the tens of millions of Americans living with mental health conditions, and we show our gratitude for the dedicated mental health professionals and devoted loved ones who stand by them every step of the way.		
Materials: Letter from Oakland Community Health Network and proposed proclamation		

April 16, 2024

Re: May is Mental Health Awareness Month Proclamation

Dear Oakland County Leaders and Residents:

Oakland Community Health Network (OCHN) is recognizing May as Mental Health Awareness Month.

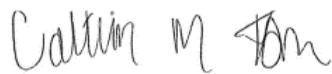
OCHN calls upon our citizens, government agencies, public and private institutions, businesses, faith-based community, and schools to recommit our state to increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery.

Mental Health America's (MHA) 2024 campaign focuses on Where to Start in discussing and managing mental health in an ever-evolving modern world to include:

- Learning how modern life affects mental health
- Actively finding ways to manage stress
- Advocating to improve mental health for yourself and your community

Please view the May is Mental Health Awareness Month Proclamation we have included in this mailing and help OCHN in recognizing May as Mental Health Awareness Month. If you would like a representative from OCHN to attend an upcoming meeting to accept the proclamation, please contact Maurissa Rose-Smith, Communication and Community Outreach Specialist, at 947-345-1576 or rose-smithm@oaklandchn.org

Sincerely,



Caitlin M Toth, MPH
Lead Communications and Community Outreach Specialist
Oakland Community Health Network

CHIEF EXECUTIVE OFFICER (CEO)
Dana Lasenby

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Jonathan Landsman, Chair
John Paul Torres, Vice Chair
Dennis Cowan, Treasurer
Adam Fuhrman, Secretary

BOARD MEMBER
Bijaya A. Hans M.D.
Sarah May
Malkia Newman
Christina Root
Yvette Woodruff
John Young

Mental Health Awareness Month – May 2024

- WHEREAS, mental health includes our emotional, psychological, and social well-being; it affects how we think, feel, and act; it also affects how we handle stress, relate to others, and make choices; and
- WHEREAS, mental health is important for our individual well-being and vitality, as well as that of our families, communities, and businesses; and
- WHEREAS, Mental Health America’s (MHA) 2023 “State of Mental Health in America” Survey, ranks Michigan as 25th in the Nation for prevalence of mental illness, and 20th in the nation for access to care; and
- WHEREAS, May 1 through May 31, 2024 is recognized as Mental Health Awareness month. MHA’s 2024 theme is “Where to Start: Mental Health in a Changing World”, which highlights getting back to the basics including self-care, coping skills, advocating for mental health, and knowing when to seek additional help; and
- WHEREAS, Oakland Community Health Network joins our national partners in promoting this years “Where to Start” campaign; and
- WHEREAS, mental health management ensures that individuals can focus on their abilities to live, work, learn and fully participate and contribute to our society, while promoting diversity, inclusion, and acceptance; and
- WHEREAS, improved systems of care for vulnerable populations, access to non-emergent and crisis-services, advanced integrated physical and behavioral health care along with provider relations help to fortify services coordinated by OCHN; and
- WHEREAS, Oakland Community Health Network (OCHN), and its service provider agencies, are committed to inspiring hope, empowering people, and strengthening communities.

NOW, THEREFORE, BE IT RESOLVED that, Oakland Community Health Network, hereby recognizes May 2024 as Mental Health Awareness Month. OCHN calls upon our citizens, government agencies, public and private institutions, businesses, faith-based organizations, and schools to recommit our state to increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery and a higher quality of life.

Farmington City Council Staff Report	Council Meeting Date: May 6, 2024	Reference Number 5
Submitted by: Jeff Bowdell		
Description Consideration to Approve an Ordinance to amend City of Farmington Code Of Ordinances, Chapter 7, "Buildings And Building Regulations," to Add A New Article Iii, "Demolition."		
Requested Action To approve Second Reading of Ordinance __-____-2024, an Ordinance to amend City of Farmington Code Of Ordinances, Chapter 7, "Buildings And Building Regulations," to Add A New Article Iii, "Demolition." SECOND READING		
Background City Council considered Second Reading of the Demolition Ordinance at its March 18, 2024 Meeting. City Council requested additional changes, including less restrictive regulations as they pertain to small residential demolitions, such as small sheds. In this updated version for Second Reading, Demolition of sheds less than 100 square feet without utilities no longer require a permit for removal. Environmental testing is not required for residential demolitions. Revisions were also made to (1) eliminate the bond requirement for residential fence demolitions, (2) to allow some concrete pads to stay in place for reconstruction purposes upon approval of the Building Official, and, (3) to allow the Building Official to waive installation of sod or seeding after demolition pending the start of a redevelopment of the site. Attachment		
Materials: redlined ordinance		

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF FARMINGTON

ORDINANCE NO. C-____-2024

AN ORDINANCE TO AMEND THE CITY OF FARMINGTON CODE OF ORDINANCES, CHAPTER 7, “BUILDINGS AND BUILDING REGULATIONS,” TO ADD A NEW ARTICLE III, “DEMOLITION.”

THE CITY OF FARMINGTON ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

Chapter 7, “Buildings and Building Regulations,” of the City of Farmington Code of Ordinances is hereby amended to add a new Article III, “Demolition,” to read as follows:

ARTICLE III. – Demolition

Section 7.51. - Purpose.

It is the intent of these demolition specifications to ensure that all demolitions within the City of Farmington are performed in a manner that provides the highest level of public health and safety for its residents and property owners and, further, that the overall welfare of the community as a whole is served. It is also understood that it is in the best interest of the City of Farmington to require 100 percent removal of all foreign materials from any demolition sites and or partial sites, for additions, garages, fences, or any structure or object attached, connected or buried in the ground and that these materials be removed from the site and properly disposed of in accordance with all local, State, and Federal requirements. It is also understood that all demolition sites be vegetated when completed to avoid the future erosion of soil and to control runoff to adjacent properties.

It is understood that sites and properties may have environmental concerns that would affect the ability to remove 100 percent of the impervious surfaces. In these cases, if an owner wishes to only partially remove the structure or hard surfaces from a site, the owner/applicant, at time of application, must provide the City of Farmington with, at minimum, the results of ASTM (E1527 and E1903) Phase 1 and Phase 2 environmental assessments which have been filed and disclosed to the Michigan Department of Environmental Quality showing that the property or portion of a property is contaminated as described in PA 451 of 1994, the Natural Resources and Environmental Protection Act. Demolition requirements and specifications may also be applied to building permits. [Owners of single-family residences removing additions, garages, fences, outbuildings or sheds, are not required to submit Phase 1 and Phase 2 environmental assessments.](#)

Section 7-52. - Permit application documentation.

All demolition(s) except removal of residential sheds or outbuildings of less than 100 hundred square which are not served by gas, electric, water or sanitary sewer, require a permit. The application for permit shall include:

- (1) A complete application form from the City of Farmington with site plan (signed by the owner of the property).
- (2) Proof of electric service disconnect.
- (3) Proof of gas service disconnect.
- (4) Proof of telephone service disconnect.
- (5) Proof of cable television/Internet disconnect.
- (6) Proof of soil erosion permit.
- (7) Proof of water service disconnect.
- (8) Proof of sewer service disconnect.
- (9) Proof of right-of-way permit from the City of Farmington and Michigan Department of Transportation or the Road Commission for Oakland County, if applicable.
- (10) MDEQ asbestos survey.
- (11) EPA ten-day notice.
- (12) Bonds as required by this article.

Section 7.53. - Description of demolition work.

Unless directed otherwise the contractor shall:

- (1) Completely remove and properly dispose of all structures, trash, rubbish, basement walls, floors, foundations, sidewalks, posts, steps, and driveways from the specified parcel.
- (2) Completely remove any fuel tanks, outdoor toilets and septic tanks, cisterns, and meter pits, and plug or abandon wells.
- (3) Completely remove the materials from the demolition site in accordance with Federal, State, and local regulations.
- (4) Completely remove and dispose of appliances and other items that may contain refrigerants in accordance with 40 CFR, Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers, and portable or central air conditioners.

- (5) Completely remove and legally dispose of mercury containing materials including fluorescent, high pressure sodium, mercury vapor, and metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.
- (6) Provide disconnect letters from all applicable utilities with application for permit before demolition, and/or obtain utility disconnect permits from the City of Farmington and allow for inspection of disconnect of any private utilities.
- (7) Perform site clearance, grading, and restoration.
- (8) Complete the demolition work in accordance with the plans and these technical specifications and any special provisions included in the approved demolition permit document.
- (9) Post all bonds determined in accordance with this code.

Section 7.54. - Protection of the public and properties.

- (a) Littering Streets.
 - (1) The contractor shall be responsible for removing any demolition debris or mud from any street, alley, or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City of Farmington in cleaning up any litter or mud shall be charged to the contractor and be deducted from the maintenance and completion bond.
 - (2) Littering of the site shall not be permitted.
 - (3) All waste materials shall be promptly removed from the site.
- (b) Street Closure.
 - (1) If it should become necessary to close any traffic lanes, it shall be the contractor's responsibility to acquire the necessary obstruction permits and to place adequate barricades and warning signs as required by from the City of Farmington and Michigan Department of Transportation or the Road Commission for Oakland County, if applicable.
 - (2) Street or lane closures shall be coordinated with the City of Farmington Department of Public Works.
- (c) Protection of the Public by the Contractor.
 - (1) Sidewalks. The contractor shall be responsible for any damage to public sidewalks abutting or adjacent to the demolition properties resulting from the execution of the demolition work. The cost of repair or replacement shall be considered incidental

to the work and the contractor shall obtain all permits and pay any fees. Failure to repair the public property after notice will result in the City of Farmington having the work completed and the cost taken from the maintenance and completion bond.

- (2) Pedestrian Access. The contractor shall be responsible to place and construct the necessary warning signs, barricades, fencing, and temporary pedestrian sidewalks, as directed by the City of Farmington, and to maintain alternate pedestrian access for sidewalks around the demolition site. The cost of these items shall be considered incidental to the work.
 - (3) Temporary Fence. Temporary fence shall be erected around all excavation and dangerous building(s) or structure(s) to prevent access to the public. Such fence shall be at least ~~four~~ six (6) feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall not be removed until the hazard is removed. Any /All fencing placed for the safety of the public is subject to and must be approved by the City of Farmington Building Official.
- (d) Demolition Hours.
- (1) The contractor shall comply with the City of Farmington nuisance and noise ordinance as it relates to working hours.
 - (2) The contractor shall comply with all the City of Farmington applicable ordinances and restrictions.
- (e) Noise Pollution. All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The contractor shall comply with the noise pollution requirements of the City of Farmington.
- (f) Dust Control. The contractor shall comply with applicable air pollution control requirements of the City of Farmington, the County of Oakland, and the State of Michigan. The contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, the aforementioned governmental entities or their designated representatives shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:
- (1) The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land. If using a hydrant for dust control, a permit is required and can be obtained from the City of Farmington Department of Public Works.
 - (2) Covering at all times when in motion open bed trucks transporting materials likely to give rise to airborne dusts.
- (g) Requirements for the Reduction of Fire Hazards.

- (1) Removal of Material. Before demolition of any part of any building, the contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints, thinners, and similar substances.
 - (2) Fire Extinguishing Equipment. The contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.
 - (3) Fires. No fires of any kind shall be permitted in the demolition work area.
 - (4) Hydrants. No material obstructions or debris shall be placed or allowed to accumulate within 15 feet of any fire hydrant. All fire hydrants shall be accessible at all times.
 - (5) Debris. Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.
 - (6) Telephone Service. The contractor shall arrange for access to and use of, during working hours, one or more telephones, land lines or cell phones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies. The contractor's foreman or at least one regular member of each shift shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire producing conditions and to apply appropriate corrective action, particularly at the close of work each working day.
- (h) Protection of Public Utilities. The contractor shall not damage existing fire hydrants, streetlights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities, or other appurtenances in the vicinity of the demolition sites. The contractor shall pay for temporary relocation of utilities which are relocated at the contractor's request for his convenience.
- (i) Protection of Adjacent Property.
- (1) The contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns, or any other property adjacent to the demolition. The contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.
 - (2) The contractor shall restore existing agricultural drain tiles or roadway subdrains that are cut or removed to parcels released for demolition whether or not the property is scheduled for, including drainable backfill, to original condition. Repairs shall be subject to approval by the property owner where applicable, and by the City of Farmington.

Section 7.55. - Special conditions and maintenance bonds.

- (a) A special conditions bond shall be placed by the owner of the property when special conditions exist that would require that all or part of the property would not be completely removed as part of the demolition. These conditions shall be part of the approved demolition permit. The City of Farmington realizes that not all demolitions would require complete demolition of a structure and its appurtenances. A redevelopment soon after demolition could have a site plan approved in advance of the demolition or be speculative. A subsurface contamination issue could cause a site to need to keep all or part of the impervious surfaces(s) for an extended period until remediation could be accomplished. A bond covering 120% of the portion of cost of the demolition that would not be completed shall be posted to assure that if the redevelopment does not occur or a site plan is not approved that the City of Farmington could use the bond to complete the demolition if necessary. All bonds held by the City of Farmington and later returned, shall be returned without interest.
- (b) A maintenance and guarantee bond shall be placed by the owner of the property for installed seed or sod areas for a period of one year from final inspection and approval to assure that all planting areas have established vegetation both for compliance with the zoning ordinance and State law. Again, if a bond is held by the City of Farmington and later returned, such bond shall be returned without interest. Value shall be determined by the Building Official based on 120% of the Value of the correction - restoration required.

Section 7.56. - Maintenance and completion bonds.

- (a) A maintenance and completion bond is required before any permit is issued for demolition. This bond is in addition to any bond required for soil erosion. The bond is to assure that all the requirements found in this article are adhered to. If the contractor fails to follow this article, the Building Official may declare an emergency, and after posting the unsafe condition for 24 hours may use the bond money to assure compliance with this article. Demolitions that are contracted directly by the City of Farmington are exempt from the bond requirements. After \$25,000.00 in cash has been posted for any demolition bond, the balance can be posted using an insurance surety bond with the understanding that in addition to the emergency measures stated above, the City of Farmington may also use the cash portion of the bond to pay any necessary legal or administrative expenses associated with gaining compliance with the surety company. Unused bonds shall be returned without interest after final inspection.
- (b) Bonds shall be charged as follows:
 - (1) One- and two-family residential demolitions bond: (per unit) \$2,500.00.
 - (2) Multifamily residential—commercial—industrial demolition bond: minimum \$10,000.00, and \$0.10 per square foot for each additional square foot up over 5,000 up to 100,000 square feet; plus, \$0.05 per square foot for each additional square foot up over 100,000 to 250,000 square feet; plus \$0.02 per square foot for each additional square foot over 250,000 up to 999,999 square feet; plus \$0.01 per square

foot for each square foot over 999,999 square feet. All floor Areas must be calculated in the total square footage calculations.

EXAMPLE 250,000 sq ft building demolition bond

Minimum	\$ 5,000.00
.10 x 95,000 =	9,500.00
.05 x 150,000 =	7,500.00
Total Bond Amount	<hr/> \$22,000.00

(c) Soil erosion, if covered by a separate SESC bond, shall not be a requirement for final inspection.

(d) Removal of a fence from a single-family residence shall not require a bond to be posted with the permit application.

Section 7-57. -Vacating of buildings.

The structures identified in the permit documents shall be vacated before proceeding with demolition. In case the contractor finds that any structure is not vacated, the contractor shall immediately notify the City of Farmington and shall not begin demolition or site clearance operations on such property until approved and directed by the City of Farmington.

Section 7-58. - Permits, fees and bonds.

The contractor shall obtain all the necessary permits and pay all permit fees and post all bonds that are required by the City of Farmington in conjunction with the demolition work.

Section 7-59. - Demolition schedule.

The contractor shall be responsible for providing the City of Farmington with a minimum of 24 hours’ advance notification prior to beginning the execution of demolition of any structure. The contractor shall be responsible for providing the City of Farmington with a minimum of 24 hours’ advance notification when calling for inspection.

Section 7-60. -Demolition and removals.

- (a) Structural Parts of Buildings.
 - (1) No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise, and other nuisance.

- (2) Subject to site restrictions, outside chimneys or outside portions of chimneys shall be raised (removed) in advance of general demolition of each building. Any portion of a chimney inside a building shall be raised (removed) as soon as it becomes unsupported by reason of removal of other parts of the building.
- (3) Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left freestanding or inadequately braced against all reasonably possible causes of collapse at the end of any working day.
- (b) Basements and Foundation Walls. All basement floors, footings, and foundations shall be completely removed from the site unless specifically stated in the special provisions of the approved demolition permit. The basement area is to be inspected and approved by the City of Farmington before backfilling is started. The contractor shall ensure that no basement excavation will remain open and exposed for more than 24 hours. The contractor shall contact the City of Farmington when removal is complete to schedule this basement inspection. Failure to do so may result in re-excavation of the basement area at the contractor's expense.
- (c) Concrete Slabs. The contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs, and appurtenances, [unless otherwise authorized by the Building Official in the demolition permit.](#)
- (d) Retaining Walls. Retaining walls or curbs near the perimeter of parcels shall be removed unless otherwise indicated in the approved demolition permit. The contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal: vertical or as directed by the City of Farmington Building Official.
- (e) Partially Buried Objects. All piping, posts, reinforcing bars, anchor bolts, railings, and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications. [This includes all such objects in connect with removal of a shed or outbuilding not subject to a demolition permit.](#)
- (f) Vegetation. The contractor shall remove all dead trees, trees identified for removal, stumps, all trees which are not an asset to the property, bushes, vegetation, brush, and weeds, whether standing or fallen, unless specifically stated otherwise by the City of Farmington. The contractor shall protect all trees not removed from damage by the demolition operation. In the event that the contractor damages a tree, the tree shall be repaired or removed by the contractor as directed by the City of Farmington.
- (g) Fences, guardrails, bumpers, signs, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a contract parcel and an improved noncontract parcel shall not be removed unless specifically stated in the

special provisions of the permit. All posts for support shall be pulled out or dug out so as to be entirely removed inclusive of the foundation.

- (h) Fuel Tanks. Fuel tanks, above or below ground, shall be carefully removed and disposed of in a safe manner in accordance with the State Fire Marshal's regulations and those of the Michigan Department of Environmental Quality.
 - (1) Fuel tanks, above or below the ground, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully removed and disposed of in a safe manner. The time, place and manner of disposal will be as set forth in the demolition schedule.
 - (2) All other tanks or receptacles shall be pumped out or emptied in a safe manner, and then shall be flushed out immediately with water, carbon dioxide, or nitrogen gas until they are gas free when checked with an "Explosimeter" or another equally efficient instrument, before the work of removal is begun. Checking with the "Explosimeter" shall be done in the presence of the City of Farmington Fire Marshal
- (i) Outdoor Toilets and Septic Tanks. Outdoor toilets and septic tanks shall be pumped out by a licensed hauling company. The toilet building or septic tank shall be demolished and removed from the site. The excavation or pit shall be backfilled and compacted in accordance with these specifications. Septic tanks shall be broken up and removed from the site and the excavation filled in accordance with the requirements of the City of Farmington, no debris is to be left or buried in the ground.
- (j) Cisterns and Meter Pits. Cisterns and meter pits shall be demolished and removed. The excavations shall be backfilled and compacted in accordance with the requirements of the City of Farmington, no debris is to be left or buried in the ground.

Section 7-61. - Well plugging and abandonment.

All wells shall be plugged and abandoned in accordance with the State of Michigan and County of Oakland regulations. The abandoned water well plugging record shall be filed upon completion of the well abandonment.

Section 7-62. - Disposal of demolition debris and solid waste.

- (a) Debris. All materials, rubbish, and trash shall be removed from the demolition area leaving the basements and demolition area free of debris. Any cost incurred by the City of Farmington in cleaning up such materials and debris left behind shall be deducted from funds due the contractor from their maintenance and cleanup bond.
- (b) Tires. The contractor shall assure no tires have been abandoned on site.
- (c) Disposal of Demolition Debris and Solid Waste. All debris and solid waste shall be delivered by the contractor to an approved disposal facility licensed in accordance with State and/or local regulations, laws, and zoning; provided, however, that such materials

may be salvaged by or on behalf of the property owner upon written request signed by the property owner and approved by the City.

- (d) Asbestos Abatement. The handling of asbestos material is subject to all applicable State and Federal mandates. The contractor shall comply with applicable regulations regarding its handling and disposal. Asbestos shall be removed by a licensed abatement contractor in accordance with State and Federal law. In the event that asbestos is discovered on a property during demolition, the contractor shall also notify the City of Farmington and the asbestos shall be removed by a licensed abatement contractor.
- (e) Demolition of Structures with Transite Siding. The contractor shall be responsible for the proper handling of transite siding, and all demolition debris from these structures shall be disposed of in accordance with State and Federal law.
- (f) Freon Removal and Disposal. The handling of freon-containing appliances is subject to all applicable State and Federal mandates and regulations. The contractor shall be responsible for the identification, removal, and disposal of the material in accordance with applicable regulations.
- (g) PCB and Mercury Removal and Disposal. The handling of any fluorescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable State and Federal mandates and regulations. The contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations.

Section 7-63. - Backfill, grading, and cleanup.

- (a) Backfill. When site conditions permit, as determined by the City of Farmington Building Official or his designee, on-site soil may be used as backfill material. The top nine to twelve inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. If adequate topsoil is not available on site, the contractor shall bring in enough topsoil from off site to place a minimum four-inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by the City of Farmington Building Official or his designee or an approved third-party engineer before and during the placing of the material. All depressions on the property shall be filled, compacted to 95 percent capacity, and graded to a uniform slope with adequate drainage.
- (b) Compaction. All excavations shall be backfilled with acceptable material and compacted to 95 percent capacity.
- (c) Additional Fill Material. All additional fill material shall be of equal quality to the soil adjacent to the excavation and free of rubble or organic matter. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.
- (d) Hand Labor. The contractor shall use hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site of any debris.

- (e) Grading. The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The contractor shall grade and shape the site to drain, complete fine grading, and final cleanup.
- (f) Final Cleanup. Before final approval of the demolition permit, the contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The contractor shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the contractor in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and include seeding with mulch of the area. Sod must be used in place of seed and mulch on all right-of-way areas. On demolition sites where seeding will be delayed because of the allowable seeding dates, the contractor shall complete fine grading and shaping of the site to leave the site in a neat and presentable condition subject to the soil erosion permit and approval of the City's applicable regulations.

Section 7-64. - Sanitary sewer and water service disconnections.

- (a) Sanitary Sewer Service Disconnection. All sanitary sewer services shall be disconnected and plugged by a licensed plumber who has secured the necessary permits. This cut and cap must be inspected and approved by the City of Farmington's Building Official, Plumbing Inspector or otherwise as permitted by State law when the cap is left on private property subject to special provisions on the permit or, by the City of Farmington's Department of Public Works when cut in the public right-of-way, prior to demolition or excavation. The Contractor shall also follow any requirements established by the Oakland County Water Resources Commission when applicable.
- (b) Water Service Disconnection. All water services and stubs for the buildings or properties within the demolition work area shall be disconnected in conformance with City of Farmington regulations by a licensed plumber who has secured the necessary permits. This termination of the water service(s) must be inspected and approved by the City of Farmington Building Official, Plumbing Inspector or otherwise as permitted by State law when the cap is left on private property subject to special provisions on the permit, or by the City of Farmington Department of Public Works when cut in the public right-of-way, prior to demolition or excavation. The contractor shall also follow any requirements established by the Oakland County Water Resources Commission.
- (c) Backfill and Compaction within City Right-of-Way.
 - (1) Streets. Unless stipulated otherwise the contractor shall backfill, compact, and patch the surface of all excavations made in streets. This shall be completed to the satisfaction of the City of Farmington Department of Public Works.
 - (2) City Right-of-Way. All areas within the City right-of-way (including parking and sidewalk areas) shall be compacted to the satisfaction of the City of Farmington Department of Public Works.

Section 7.65 - Safety and fencing.

- (a) Safety. The contractor shall comply with all applicable current Federal, State, and local safety and health regulations.
- (b) Safety Fencing. The contractor shall furnish and place a safety fence a minimum of six (6') feet in height around the entire site or area on the site or the work being demolished adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access as approved by the City of Farmington Building Official.

The fencing shall be of a type that obscures the site from being viewed from the outside a minimum of Six (6) feet in height, this can be accomplished by application of an opaque screening applied on the interior side of the chain link fencing material. The fence must be structural sound as approved by the City of Farmington Building Official.

The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled. The fencing material shall remain the property of the contractor.

Section 7-66. - Seeding.

Unless approved in the demolition permit by the Building Official, All disturbed areas associated with the work shall be seeded and mulched or have sod placed, weather permitting. Seeding must conform to the current edition of the Urban Standard Specifications for Public Improvements except as may be modified by this code. The contractor shall provide seed mixtures in accordance with the specification; however, the seed shall be applied at 133 percent of the specified rate for the type of mixture specified.

Section 7-67 - Authorized workers.

Only the contractor and its employees are allowed to demolish, dismantle, detach, or dispose of any part of the demolition structure or its contents.

Section 7-68. - Daily cleanup of right-of-way and private property.

At the end of each workday, the contractor shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.

Section 7-69. - Demolition by Implosion.

If demolition is intended to be undertaken by implosion of all or any portion of a structure and/or its appurtenances, the following requirements shall apply in addition to the requirements listed above:

- (a) The demolition permit application shall include a project overview which shall expressly identify and describe the following, and which project overview shall be subject to the review and approval of the city:

- (1) Project time line starting twenty-four (24) hours prior to the implosion through the post implosion re-opening of roads and securing of properties;
- (2) Sequence of intended activities;
- (3) Name and contact information of the person(s) who will be the overall coordinator for the project;
- (4) Traffic control plan, including all specific road and/or lane closures;
- (5) Fencing plan;
- (6) Crowd control plan;
- (7) Weather projections and alternate plans due to weather related issues;
- (8) Quality control and safety measures. These measures shall include loading of explosives, initiation of explosive charge, protection of adjacent private and public properties, who will be allowed to access the site, etc.
- (9) Identify all third party consultants, including seismic consultant, sound monitoring consultant, safety consultant, etc.
- (10) Seismic and air monitoring plan, including a site map showing the location/placement of all seismic and air monitoring devices, pre and post event summary, etc.
- (11) Licensing and permit information, identifying all applicable licenses held by any firm/entity performing any implosion related services, and all permits required by appropriate governmental agencies.
- (12) Adjacent properties plan, identifying all such adjacent or affected properties and what notification has or will be made with such properties regarding the intended implosion.
- (13) Local utilities plan, including notification to all affected utilities (gas, power, telephone, water, sanitation, cable, etc.), review of intended activities and safety checks for both pre and just prior to implosion, and utility termination and disconnection letters where applicable.
- (14) Written evidence of the following insurance coverage shall be provided, and shall name the City of Farmington, and its officials, employees, and agents, as additional named insured, and other governmental agencies shall be included as additional named insured as warranted:
 - (i) Commercial general liability including coverage for:
 - (a) Premises/operations.

- (b) Products/completed operations.
- (c) Independent contractors.
- (d) Personal injury.
- (e) Contractual liability.
- (ii) Limits of liability:
 - Each occurrence: \$2,000,000
 - Personal injury: \$2,000,000
 - General aggregate: \$2,000,000
 - Product/completed operations: \$2,000,000
 - Minimum excess/umbrella liability - Each occurrence \$25,000,000
 - General aggregate \$25,000,000

(b) On the day of implosion, the following protocol shall be followed:

- (1) All perimeter safety fencing shall have been installed;
- (2) A blast zone, a safety zone, and an extended zone shall be established and enforced;
- (3) Adequate law enforcement, fire department, and/or private security shall be situated at/near the property, and site radios will be provided to assure appropriate communication through the time of implosion;
- (4) Countdown will be as indicated on the time line submitted, including a two-hour to implosion check, a one-hour to implosion check, one-half-hour to implosion check, a twenty-minute to implosion check, and a ten-minute to implosion check. There will be a thirty-second countdown prior to implosion.
- (5) Provisions shall be made to halt the countdown in the event any participant in the implosion process deems it necessary.

Section 7-70. - Variances.

Upon payment of the appropriate fee established from time to time by the City Council, any person aggrieved by the regulations in this article may file an application with the Building Official and have their position heard by the City of Farmington Construction Board of Appeals. The decision of the Board of Appeals shall be final.

Section 7-71. - Reserved.

Section 2 of Ordinance. Repealer.

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

Section 3 of Ordinance. 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 of Ordinance. Savings.

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

Section 5 of Ordinance. Effective Date.

This ordinance shall be effective upon publication in the manner prescribed by law.

Section 6 of Ordinance. Enactment.

This Ordinance is declared to have been enacted by the City Council of the City of Farmington 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, 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 at a meeting held on the ____ day of _____, 2024, the original of which is on file in my office.

Meaghan Bachman, City Clerk
City of Farmington

Adopted:
Published:
Effective:

**Farmington City Council
Agenda Item**

**Council Meeting
Date:** 5-6-24

Item Number

6

Submitted by: Jeffrey Bowdell, Building Official

Agenda Topic: Proposed Text Amendment to Article IX of the Farmington City Code to Alter the language regarding inspections as it relates to the Registration and Inspections for all Single and Two-Family Rental and Vacant Residential Properties

Proposed Motion: To adopt Ordinance _-_____-2023 Amending Article IX of the Farmington City Code of Ordinances to remove Inspection type (B) from the definition section of ordinance .

Background: On September 5, 2023, the City Council Adopted this ordinance, relating to the registration and inspection of all single family and two-family rental and vacant residential properties in the city. The second reading changed at the council's request, how vacant properties would be inspected requiring both an inside and outside inspection to occur. Inadvertently at that time the definition of the two inspection types were not removed. The attached version contains edits relating to the **removal** of the "Type B" inspections, and all references for external only inspections, requiring that the interior and exterior of the properties be inspected under the provisions of the International Property Maintenance Code

Materials Attached: Red-lined ordinance

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON
ORDINANCE NO. C-____-2023

AN ORDINANCE TO AMEND THE CITY OF FARMINGTON CODE OF ORDINANCES, CHAPTER 19, "NUISANCES," ARTICLE IX "ABANDONED RESIDENTIAL PROPERTY REGISTRATION AND MAINTENANCE," TO INCLUDE REGISTRATION AND INSPECTIONS FOR ALL SINGLE AND TWO-FAMILY RENTAL AND VACANT RESIDENTIAL PROPERTIES AND TO REVISE PROVISIONS RELATING TO MAINTENANCE, ENFORCEMENT, AND PENALTIES.

THE CITY OF FARMINGTON ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

Chapter 19, "Nuisances," of the City of Farmington Code of Ordinances is hereby amended to read as follows:

ARTICLE IX. – VACANT, RESIDENTIAL AND NON-OWNER OCCUPIED SINGLE AND TWO-FAMILY (RENTAL) PROPERTY REGISTRATION AND MAINTENANCE; ABANDONED RESIDENTIAL PROPERTY REGISTRATION AND MAINTENANCE

Sec. 19-200. - Purpose.

- A. The purpose of this article is to help protect the health, safety and welfare of city residents and citizens, to prevent blight and property deterioration in neighborhoods, and to promote and maintain healthy, sanitary conditions in all single-family rental dwellings located throughout the city, recognizing the importance of such to the persons who do or may reside therein or in the vicinity. The city also recognizes a compelling interest in establishing standards for the maintenance of sanitary and safe single and two-family rental dwellings, as well as vacant properties, within the city which will provide for the maintenance of property values of nearby properties; and the reduction and elimination of blight; and other deleterious factors affecting neighborhoods and the quality of life within the city.
- B. It is the purpose and intent of the City of Farmington, through the adoption of this article requiring the registration and maintenance of vacant, or non-owner occupied residential rental properties by parties asserting a collateral or other legal or other interest in such properties, to establish a mechanism to protect residential neighborhoods from becoming blighted through the lack of adequate maintenance and to provide for the security of vacant or abandoned properties. All vacant and non-owner occupied single and two-family rental properties shall obtain a registration and subsequent certificate of compliance subject to the rules as set forth in this article.

C. Nothing in this article shall be construed as waiving, relieving or otherwise excusing an owner of residential property from compliance with applicable property maintenance rules and regulations, and such owner or owners shall at all times remain responsible and liable therefore.

Sec. 19-201. – Scope.

The provisions of this article shall apply to single and two-family rental dwellings, vacant residential property, and abandoned residential property of any type, and the properties on which they are located.

Sec. 19-202. - Definitions.

For the purposes of this article, certain words and phrases are defined as follows:

Abandoned means a property that is vacant and is under a current complaint for foreclosure or notice of foreclosure and/or notice of trustee's sale, pending tax sale, and/or properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure, and/or that have transferred under a deed in lieu of foreclosure/sale.

Accessible property means a property that is accessible through a compromised/breached gate, fence, wall, etc.

Accessible structure means a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

Agreement means any agreement or written instrument that provides that title to residential property shall be transferred or conveyed from one (1) owner to another owner after the sale, trade, transfer, or exchange.

Assignment of rents means an instrument that transfers the beneficial interest under a mortgage from one (1) lender/entity to another.

Building means a structure with a roof supported by columns or walls to serve as a shelter or enclosure.

Buyer means any person, co-partnership, association, corporation, or fiduciary who agrees to transfer anything of value in consideration for *property* described in an agreement of sale, as defined in this subsection.

Certificate of compliance means a certificate issued by the director of the department which certifies compliance with this article and other applicable codes and city ordinances and indicates the date of such certification. The Certificate shall be issued as either Vacant or Rental, upon completion of necessary inspection type, and upon finding that there is no condition that would constitute a hazard to the health and safety of the occupants, and the premises are otherwise fit for occupancy, the certificate of compliance shall then be issued. Rental certificates shall be valid for up to three (3) years, or upon change of tenant or property use for rental property, and vacant certificates shall be valid up to three hundred and sixty (360) days or until change of use.

Certificate of compliance (Rental) means a certificate issued by the building official which certifies compliance with this article and other applicable codes and city ordinances and indicates the date of Rental Certification. The certificate shall consist of a complete inspection (Type A) and will remain valid for a period not to exceed three (3) years, or until change of tenant or the property becomes occupied.

Certificate of compliance (Vacant) means a certificate issued by the building official which certifies compliance with this article and other applicable codes and city ordinances and indicates the date of Vacant Certification. The certificate shall consist of an external inspection (Type B) and will remain valid for a period not to exceed three hundred and sixty (360) days, or until change of use.

Certificate of compliance (Vacant to Single-family/Re-occupancy) means a certificate issued by the building official which certifies compliance with this article and other applicable codes and city ordinances and indicates the date of Certification. The certificate shall consist of a complete inspection (Type A) and will remain valid until the property use changes from owner occupied to rental or vacant.

Certified rental dwelling means a building or structure which has a valid certificate of compliance.

Change of Use means when the principal use of the property changes to any of the following: (1) owner occupied dwelling, (2) a rental occupant, (3) or from vacant to a different use.

Change of Principal Occupant: means when the principal occupant of the property changes, whether that be the (1) owner occupant, (2) rental occupant, (3) or becomes vacant. (Is this still necessary?)

Code official means a city building official, building inspector, code enforcement officer, the director of the department and other city employees designated and legally authorized by that director or the city manager to administer and enforce this article.

Dangerous building means any building/structure that is in violation of any condition referenced in chapter 19, article II, of the City Code.

Days means consecutive calendar days.

Deed in lieu of foreclosure/sale means a recorded document that transfers ownership of a property from the trustor to the holder of a mortgage upon consent of the beneficiary of the mortgage.

Default means the failure to fulfill a contractual obligation, whether monetary or conditional.

Department means the city's department of planning and building.

Distressed means a property that is under a current notice of default and/or notice of trustee's sale and/or pending tax assessor's lien sale or has been foreclosed upon by the trustee or has been conveyed to the beneficiary/trustee via a deed in lieu of foreclosure/sale.

Evidence of vacancy means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to, overgrown and/or dead vegetation, accumulation of newspapers, circulars, flyers and/or mail, past due utility notices and/or disconnected utilities, accumulation of trash, junk and/or debris, the absence of window coverings such as curtains, blinds and/or shutters, the absence of furnishings and/or personal items consistent with residential habitation, statements by neighbors, passersby, delivery agents, government employees that the property is vacant.

Family means an individual or group of two (2) or more persons related by consanguinity, marriage or adoption, together with foster children or servants of the principal occupants, with not more than one additional unrelated person, who are domiciled together as a single, domestic, housekeeping unit in a dwelling unit; or a collective number of individuals domiciled together, up to six persons, in one (1) dwelling unit whose relationship is of a continuing non-transient domestic character and who are cooking and living as a single nonprofit housekeeping unit. This definition shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization or group of students or other individuals whose domestic relationship is of a transitory or seasonal nature or for an anticipated limited duration of a school term or terms or other similar determinable period. This definition also does not include halfway houses for prisoner re-entry and similar facilities. It also does not include medication-assisted treatment for substance abuse patients, substance abuse disorder treatment facilities and similar facilities for those not recovered from substance abuse treatment.

Foreclosure means the process by which a property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the borrower defaults.

Inspection guidelines means the guidelines to be used by the code official in conducting inspections under this article, setting forth the minimum requirements for single-family rental dwellings.

Inspection Type (A) Complete: An inspection that consists of both Internal and External inspection types. Such inspection shall be required to obtain a Rental Certificate of Compliance, and also required upon change of use from Vacant to Single-family dwelling.

~~**Inspection Type (B) External/Limited Internal:** An inspection that occurs on the property of the exterior of a structure or dwelling; the front, side and rear yards; and the interior, but only to ensure that the structure is structurally safe, free of roof leaks and broken windows, and contains no more fire load than a normally occupied home, i.e. it cannot be utilized for storage. An Inspection Type B External/Limited Internal is the only inspection requirement to obtain a Vacant Certificate of Compliance.~~

Lease means a lease agreement, rental agreement or other written or oral agreement or arrangement for the use and occupancy of a single-family rental dwelling by one (1) or more persons that are not an owner.

Local means within fifty (50) road/driving miles distance of the subject *property*.

Mortgage means by which an interest in land is created by a written instrument providing security for the performance of a duty or obligation or the payment of a debt.

Neighborhood standard means those conditions that are present on a simple majority of properties within a three hundred-foot radius of an individual property. A property that is the subject of a neighborhood standard comparison, or any other abandoned property within the three hundred-foot radius, shall not be counted toward the simple majority.

Non-owner occupied means single and two-family dwellings which are occupied by persons other than the owner, which may be evidenced by the homestead declaration on the property being less than 100 percent and a dwelling unit not occupied by the titled owner of the property, or a one or two-family dwelling for which an owner is offering to others, including friends, acquaintances, or relatives, for purposes of occupancy through rental or lease agreements, or by other mutually acceptable agreements, leading to occupancy including land contracts.

Occupants means tenants, lessees, renters, and/or persons residing in or occupying a single-family or two-family rental dwelling, who are not owners.

Out of area means in excess of fifty (50) road/driving miles distance of the subject property.

Out of area owner means an owner who resides or has their principal place of business more than 50 miles from the City, as measured from the City's closest border to the owner's residence or principal place of business.

Owner means any person, agent or entity having a recorded legal or equitable ownership interest in a single or two-family rental dwelling, which ownership interest is established by a written document that has been recorded at the Oakland County register of deeds office or is reflected on a property transfer affidavit filed with the city. Owner also means every person, entity, service company, property manager, real estate broker, or lending institution, who alone or severally with others:

- (1) Has a recorded legal or equitable interest in any dwelling, dwelling unit, mobile dwelling unit, or parcel of land, vacant or otherwise; or
- (2) Has care, charge, or control of any dwelling, dwelling unit, or parcel of land, vacant or otherwise, in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee, or guardian of the estate of the holder or legal title; or
- (3) Is a mortgagee of any such property; or
- (4) Is an agent, trustee, or other person appointed by the courts and vested with possession or control of any such property; or
- (5) Is an officer or trustee of the association of unit owners of a condominium. Each such person is bound to comply with the provisions of these minimum standards as if he were the owner. However, this article shall not apply to a condominium association created pursuant to MCL 569.1 et seq. to the extent that such

Association foreclosures on or initiates the foreclosure process for unpaid assessments due or owing to the association; or

- (6) Is a trustee who holds, owns or controls mortgage loans for mortgage-backed securities transactions and has initiated the foreclosure process.

Owner occupied means any person, agent, or entity having a recorded legal or equitable ownership interest in a single or two family dwelling, in which they reside.

Property means any unimproved or improved real property, or portion thereof, situated in the city, and includes the buildings or structures located on the property regardless of condition.

Rent or rented means a lease whereby a person is to pay or provide monetary or other consideration to another person for the right or privilege to use and occupy a residential rental unit for any period of time.

Residential building means any improved real property, or portion thereof, situated in the city, designed, or permitted to be used for dwelling purposes, and shall include the buildings and structures located on such improved real property. This includes any real property being offered for sale, trade, transfer, or exchange as residential whether or not it is legally permitted and/or zoned for such use.

Secure or secured means such measures as may be directed by the City of Farmington Code Official or his or her designee that render the property inaccessible to unauthorized persons, including but not limited to the repairing of fences and walls, chaining/padlocking of gates, and the repair or boarding of doors, broken windows and/or other openings. In the case of broken windows, securing means the reglazing or boarding of the window. Boarding shall be completed to a minimum of the current HUD securing standards at the time the boarding is completed or required. In addition, secure or secured means closing and locking windows, doors (walk-through, sliding and garage), gates and any other opening of such size that it may allow a person to access the interior of a property and/or structure(s).

Single-family dwelling means a building or structure designed exclusively for occupancy by one (1) family for residential purposes. This definition does not include structures or buildings the principal use of which results in licensing and/or inspection by the state.

Single-family rental dwelling means a single-family dwelling that is not occupied by an owner and that is rented or available to be rented.

Structure means anything constructed or erected the use of which requires location on or attachment to the ground and includes buildings.

Tenant means a person who rents or has a lease for a single-family rental dwelling.

Vacant means a building/structure that is not legally occupied.

Sec. 19-203. – Registration required.

- (A) Owners of vacant non-occupied property, or single and two-family rental dwellings, which are occupied by persons other than the owner, which may be evidenced by the homestead

declaration, or as otherwise defined in section 19-202, shall register such dwellings with the department as provided in this section if they are vacant, or before they are rented or offered for rent. A fee shall be paid upon registration pursuant to the City of Farmington's fee schedule, as set forth by City Council resolution. Such registrations shall be issued to the owner of record and will remain valid until the property becomes owner occupied, or change of ownership has been established. In the event of a change in property ownership, a new registration shall be required and obtained, except that a new registration shall not be required when changing from rental to vacant, or vacant to rental. Properties in which the use reverts from rental or vacant to owner occupied shall be exempted from registration, so long as the property remains as owner occupied and a certificate of compliance is obtained. Owners of vacant and rental properties who reside or have their principal place of business more than 50 miles from the City must provide either an on-site supervisor or a local property management company, and provide the contact information to the City.

- (B) Within 30 days after change of ownership or change of agent, the new owner or agent shall register with the Department of Building Safety in the same manner as previously set forth. After registration, and before occupancy or re-occupancy, owners of a single-family or two-family rental dwelling or vacant properties within the city must first obtain a certificate of compliance pursuant to section 19-204, Certificate of Compliance Required, which shall remain valid for a period as defined in section 19-202.- Definitions.
- (C) A property with a land contract recorded with the Oakland County Register of Deeds, which names the occupant of the dwelling unit as the purchaser, shall be exempt from the requirements of this division.
- (D) Owners of vacant residential property shall register such dwellings as vacant and obtain a certificate of compliance within 30 days of the vacancy occurring, pursuant to section 19-204, Certificate of Compliance Required. Such registration will remain valid until a change of property ownership or use has been established. Upon registration, the property owner will be required to obtain a certificate of compliance, which will remain valid for a period not to exceed three hundred and sixty (360) days.
- (E) An owner shall register the single-family or two-family rental dwelling with the city, and obtain a certificate of compliance, to be entitled to collect rent from tenants and occupants residing or located in the single-family rental dwelling. The certificate of compliance shall remain valid for a period not to exceed three (3) years, or upon change of occupancy of a dwelling unit after having been occupied.
- (F) An owner shall register rental property as vacant if the rental dwelling has been vacant for a period equal to or greater than 181 days. If a rental dwelling remains vacant or unoccupied for a period equal to or greater than 181 days, the property owner must apply to register the property as vacant and obtain a Certificate of Compliance (Vacant).
- (G) Failure to register within 30 days shall result in a penalty fee as established by City Council, and the penalty fee will accrue monthly.
- (H) Registration shall be on a form provided by the department. Required information shall include the name, address and telephone number of the owner and any managing agent.

For each individual owner and agent, a driver's license number or State of Michigan identification number must be provided. The department may require any additional information as may be relevant and necessary to the proper implementation and enforcement of this article. The form must be signed by all owners and agents.

- (I) Any changes, at any time, in the information provided by an owner on a registration form must be provided to the department in writing within thirty (30) days of the change.
- (J) If an owner is a business entity other than an individual, the names, addresses and telephone numbers of corporate officers, partners, members, and managers as applicable to the form of the organization shall be listed. If such business entity has no substantial assets other than the single-family rental dwelling to be registered and is controlled in whole or in part by one (1) or more other business entities, then the name, address and telephone numbers of those entities and their officers, partners, members and/or managers shall be listed.
- (K) All single and two-family rental dwellings existing at the effective date of this article shall be registered within ninety (90) days of the effective date of this article, and property owners must obtain a Certificate of Compliance. Such registrations shall be issued to the owner of record and shall remain valid until a change of ownership has been established. In the event of a change of ownership, a new registration is required, and a Certificate of Compliance shall be required and obtained, as defined in section 19-202.

Sec. 19-204. - Certificate of compliance required.

Persons shall not occupy, and owners shall not rent or allow occupancy, of a single or a two-family dwelling unless a certificate of compliance has been applied for and issued, except single and two-family rental dwellings existing on the effective date of the ordinance establishing this article may continue to be rented and occupied after such effective date without a certificate of compliance provided the owner timely complies with the registration requirements under section 19-203, pays all applicable fees established by City Council resolution, complies with the requirements of section 19-205 for the scheduling and performance of all inspections necessary for issuance of a certificate of compliance, and diligently and timely undertakes all actions necessary to meet the requirements for and obtain a certificate of compliance under this article. Owners of vacant residential property shall also be required to obtain a Certificate of Compliance and comply with sections 19-202, 19-203, 19-205, and 19-213.

- (A) A certificate of compliance shall not be issued until all outstanding costs, assessments, and/or liens owed to the city have been paid in full.
- (B) Any existing certificate of compliance for the registered holder or new owner's single-family rental dwelling shall be transferred to the new owner and shall be valid until its expiration or revocation, and the fee shall be paid for the registration. Registration shall not be required to change the property use from either rental or vacant to an owner-occupied dwelling, however, a certificate of compliance is required and must first be obtained. The certificate of compliance shall remain valid for a period not to exceed three (3) years or upon change of occupancy of a dwelling unit after having been occupied.

- (C) All existing, non-rental single-family dwellings that are converted to single-family rental dwellings after the effective date of this article shall first be registered and must obtain a certificate of compliance prior to the date on which the property is first occupied for rental purposes. Such registrations shall be issued to the owner of record and shall remain valid until a change of ownership occurs. In the event of a change of ownership, a new registration is required, a fee shall be paid for the registration, and certificate of compliance must be obtained.
- (D) All other single-family and two-family rental dwellings shall be registered and obtain a certificate of compliance prior to any occupancy as a rental dwelling. Such registrations shall be issued to the owner of record and shall remain valid until a change of ownership occurs. In the event of a change of ownership, a new registration is required, a fee shall be paid for the registration, and certificate of compliance must be obtained. Registration shall not be required to change the property use from either rental or vacant to an owner-occupied dwelling, however, a certificate of compliance is required and must first be obtained. The certificate of compliance for single and two-family rental dwellings shall remain valid for a period not to exceed three (3) years or upon change of occupancy of a dwelling unit.
- (E) A new owner shall register a single-family or two-family rental dwelling that is sold, transferred or conveyed, within thirty (30) days after the date of the sale, including corporate entity/name changes. Such registrations shall be issued to the owner of record and shall remain valid until a change of ownership occurs. In the event of a change of ownership, a new registration is required, a fee shall be paid for the registration, and a certificate of compliance must be obtained. Registration shall not be required to change the property use from either rental or vacant to an owner-occupied dwelling; however, a certificate of compliance must first be obtained prior to occupancy. Any existing certificate of compliance for the new owner's single-family or two-family rental dwelling shall be transferred to the new owner and shall be valid until its expiration or revocation.
- (F) After the registration of each individual single and two-family residential rental dwelling with the city, the owner of each rental dwelling shall be responsible to schedule an inspection and is required to obtain a certificate of compliance. Failure to obtain inspections within 60 days of registering shall result in a delinquent inspection fee, as established by City Council. In addition, failure to obtain a certificate of compliance within 30 days after the completion of a rental inspection shall be subject to a delinquent inspection fee, as established by City Council. The certificate of compliance shall remain valid for a period not to exceed three (3) years or upon change of occupancy of a dwelling unit after having been occupied.
- (G) Failure to obtain a certificate of compliance within 30 days shall require the issuance of a penalty fee added monthly until compliance with the ordinance is obtained. The amount of the penalty fee will be established by resolution in accordance with the City of Farmington Fee Schedule.

Sec. 19-205. – Inspection frequency.

- (A) The frequency of regular inspections of single-family or two-family rental dwellings under this article shall be at least one (1) such inspection every three (3) years, or whenever

there is a change of tenant. Duplex units shall be considered two (2) separate individual rental spaces for the purposes of this ordinance.

- (B) Vacant single or two-family dwellings shall be inspected every three hundred and sixty-five (365) days in order to verify exterior maintenance in compliance with this article.
- (C) Single and two-family rental dwellings and vacant residential property may be inspected any time there is a credible complaint or other indication of a violation of this article.

Sec. 19-206. – Inspection procedures.

- (A) The owner shall be responsible to ensure inspections are scheduled. Failure to comply may result in the issuance of a violation notice. The department shall then schedule and mail the registered owner or agent a notice of the date and time for all inspections and the fees that must be paid before the inspection.
- (B) Prior to receipt of a notice under subsection (A), a registered owner or their agent may provide written notice to the department of dates and times that inspections are requested to be or not be scheduled. Such requests shall not be binding on the department, but the department shall make a reasonable effort to accommodate reasonable and timely requests from registered owners or their agents.
- (C)

Sec. 19-207. – Inspection and maintenance guidelines.

- (A) ~~The Director of the Department shall prepare and maintain a list of inspection guidelines to be used in making inspections relating to the enforcement of this article.~~ The inspection guidelines shall be based on this article the most current Version of the International Property Maintenance Code and applicable code and ordinance requirements and shall set forth the requirements and conditions and scope of repairs necessary for the issuance of a certificate of compliance.
- (B) In all circumstances, single-family rental dwellings and the premises upon which they are located shall be maintained in a manner consistent with the criteria set forth in the current version of the International Property Maintenance Code adopted and amended under Chapter 24 of this Code.
- (C) Regular inspections under this article shall be, as outline, under the definition of inspections described in section 19-202 in accordance with **Inspection Type Complete** found in the definition section, utilizing the most current published version of the International Property Maintenance Code of the exterior of the single family rental dwelling and the premises upon which it is located. ~~The interior of single family rental dwellings shall only be subject to inspections under this article if one or more of the following conditions have been reported to the City or been identified by an exterior inspection as likely existing:~~
 - (1) ~~The single family rental dwelling is, or is in or part of, a structure that is unsafe, unfit for human occupancy, unlawful, dangerous or that includes unsafe equipment, as defined~~

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~~and regulated under the current version of the International Property Maintenance Code administered and enforced under Chapter 24 of this Code.~~

- ~~(2) The single-family rental dwelling is, or is in or part of, a dangerous or unsafe building as determined by the City Building Official or their authorized designee.~~
- ~~(3) A violation of any maintenance standard in the current version of the International Property Maintenance Code in Chapter 24 of this Code that may allow rain, moisture, surface or roof drainage, or animals to enter the exterior walls, structure or living space of the single-family rental dwelling it is in or part of.~~
- ~~(4) The single-family rental dwelling is, or is in or part of, a structure that includes an unsafe condition pursuant to any other provision of this Code or any other code adopted by reference in this Code.~~
- ~~(5) Multiple or recurring violations of the inspection and maintenance guidelines under this article.~~

Sec. 19-208. – Transfer and termination of certificates of compliance.

- (A) The department shall transfer a certificate of compliance to a new owner when the new owner supplies the registration information required by section 19-203. A fee shall be paid upon new registration.
- (B) Upon receipt of a written notice and documentation of a sale or transfer of a single-family rental dwelling to a new owner that will occupy the premises with no portions rented, the owner shall then apply for a new certificate of compliance and an inspection fee shall be paid. After the owner obtains the certificate of compliance, the department shall terminate any former certificate of compliance (rental or vacant) and remove the unit from the city's registry of single-family rental dwellings or vacant property registry, as appropriate.

Sec. 19-209. Suspension of certificate of compliance.

- (A) The Building Official or their authorized designee shall suspend a rental dwelling certificate of compliance if the owner or responsible local agent has not complied with a complaint notice. The building official or their authorized designee shall issue a notice of suspended certification to the owner or responsible local agent. The notice of suspended certification will inform the owner or responsible local agent:
 - (1) That the rental dwelling certificate of compliance has been suspended as of the date of the notice.
 - (2) State the reason for the suspension.
 - (3) That it is unlawful for any rental unit to continue to be occupied for more than six (6) days after the date of suspension of the rental dwelling certificate of compliance.
 - (4) That any rental unit which is vacant at the time of suspension or which becomes vacant during the period of suspension shall not be rented or reoccupied until the

rental dwelling certificate of compliance is reinstated or a new rental dwelling certificate of compliance is issued.

- (B) Failure to comply with the terms of suspension as set out in this subsection shall be a violation of this article and may be subject to a delinquent inspection fee as determined by City Council.

Sec. 19-210. Reinstatement of suspended certificate of compliance.

- (A) A suspended rental dwelling certificate of compliance shall be reinstated if the building department director determines that a rental dwelling has been brought into compliance with the standards of this article. The city shall notify the owner or responsible agent by regular mail, noting the reinstatement of the rental dwelling certificate of compliance. Reinstatement of the certificate shall not extend or change the expiration date of the certificate. The owner shall pay a reinstatement fee and all inspection fees and amounts to be determined by the City Council prior to reinstatement of the certificate.
- (B) Appeal. Suspension of a rental dwelling certificate of compliance may be appealed to the Construction Board of Appeals.
- (C) Notifying tenants of suspended certificate. The city shall send a copy of a notice of suspended certificate to each dwelling unit within a certified rental dwelling. The copy shall be addressed to occupant and shall be sent by regular mail. Failure of an occupant to receive a copy shall not invalidate any other proceedings authorized by this article.

Sec. 19-211. – Abandoned property registration.

- (A) Any owner shall perform an inspection, to the extent permitted by law, within five (5) days after either filing a complaint for foreclosure (if foreclosure is by judicial action) or publishing a notice of foreclosure (if foreclosure is by advertisement). If the property is found to be vacant or shows evidence of vacancy, it is, by this article, deemed abandoned and the owner shall, within ten (10) days of the inspection, register the property as vacant with the City of Farmington Code Official head or his or her designee on forms provided by the city.
- (B) If the property is occupied but remains in default it shall be inspected, to the extent permitted by law, by the owner, or a designee, monthly until (1) the owner of record remedies the default or (2) the property is found to be vacant or shows evidence of vacancy, at which time it is deemed abandoned and the owner shall, within ten (10) days of that inspection, register the property with the City of Farmington Code Official head or his or her designee on forms provided by the city.
- (C) The registration shall contain the name of the owner (corporation or individual), the direct street/office mailing address of the beneficiary/trustee (no P.O. boxes), a direct contact name and phone number for the beneficiary/trustee and, in the case of a corporation or out-of-area owner, the local property management company responsible for the security, maintenance, and marketing of the property. Registration fees will not be prorated.

- (D) An annual Certificate of Compliance inspection fee shall accompany the initial registration form. The registration shall be valid until a change of ownership, and the inspection shall be valid for the calendar year, or the remaining portion of the calendar year, in which the registration was initially required. Subsequent inspections shall be scheduled and fees shall be paid 30 days prior to the expiration of the existing certificate.
- (E) For properties that are not registered within the required time, an additional fee for the added cost of the city's expenses in having to determine ownership, which may include, but are not limited to, title searches, shall be assessed and immediately payable. The payment of all fees required under this article is secured by a lien against the property which may be placed on the tax roll for collection in the same manner and subject to the same interest and penalties applicable to delinquent special assessments.
- (F) This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the mortgagee involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. Such properties shall be registered with the city in accordance with the terms of this section upon transfer even if occupied at the time of the transfer.
- (G) Properties subject to this article shall remain under the annual registration and inspection requirements, security, and maintenance standards of this section as long as they remain vacant.
- (H) Any person, firm, or corporation that has registered a property under this article must report any change of information contained in the registration to the City of Farmington Building Department within ten (10) days of the change.

Sec. 19-212. - Maintenance requirements for vacant or abandoned property.

- (A) Vacant and abandoned properties subject to this section must comply with Chapter 24, Property Maintenance. In addition, such property shall be, in comparison to the neighborhood standard, kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items, including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.
- (B) The property shall be maintained free of graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.
- (C) Visible front and side yards shall be maintained in accordance with property maintenance standards in this City Code, including Chapter 24, Property Maintenance.
- (D) Maintenance includes but is not limited to regular watering, irrigation, cutting, pruning, and moving of required landscape and removal of all trimmings.

- (E) Pools and spas shall be kept in working order so the water remains clear and free of pollutants and debris or drained and kept dry, and must comply with the minimum security fencing requirements of the State of Michigan.
- (F) Adherence to this section does not relieve the owner of any obligations set forth in any covenants, conditions, and restrictions and/or homeowners' association rules and regulations which may apply to the property.

Sec. 19-213. - Security requirements for vacant or abandoned property.

- (A) Properties subject to this section shall be secured so as not to be accessible to unauthorized persons.
- (B) If the owner is out-of-area, 50 miles or greater, a local property management company shall be contracted to perform weekly inspections to verify that the requirements of this section, and any other applicable laws, are being met.

Sec. 19-214. - Additional authority.

In addition to the enforcement remedies established in this Chapter 19, or in Chapter 24 of the City of Farmington Code of Ordinances relating to property maintenance, the City of Farmington Code Official head or his or her designee shall have the authority to require the owner and/or owner of record of any property affected by this section to implement additional maintenance and/or security measures including but not limited to securing any/all doors, windows, or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard or other measures as may be reasonably required to arrest the decline of the property.

Sec. 19-215. – Fees for rental, vacant or abandoned property.

The fees for registering and inspecting rental, vacant or abandoned residential property shall be set by resolution of the City of Farmington City Council.

Sec. 19-216. – Inspections for vacant or abandoned property.

The city and/or its agents shall conduct inspections annually or as necessary to assure compliance with the requirements of this Code and to determine if there are emergency or hazardous health and safety conditions in existence.

Sec. 19-217. – Reoccupancy of vacant or abandoned property.

A vacant or an abandoned residential structure shall not be occupied until a certificate of compliance has been issued by the city, and all violations have been corrected in accordance with the applicable requirements of the Michigan Building/Residential Code, Michigan Electrical Code, Michigan Mechanical Code, Michigan Plumbing Code, International Property Maintenance Code, and applicable provisions of the City of Farmington Code of Ordinances. All mechanical, electrical, plumbing, and structural systems shall be certified by a licensed contractor as being in good repair. In addition, a certificate of compliance shall not be issued until all outstanding costs, assessments and/or liens owed to the city have been paid in full.

Sec. 19-218. - Violation/abatement.

Failure to timely register a rental dwelling, or any other violation of this article shall be a municipal civil infraction. The requirements of this article are in addition to, and not in lieu of, all other city ordinances, rules and regulations. Violations of this article may be enforced as allowed in Chapter 24, Property Maintenance, of the City of Farmington Code of Ordinances. Alternatively, at the sole discretion of the city, the city may issue to the beneficiary/trustee/owner and/or owner of record a notice to abate. The notice to abate shall include:

- (1) The nature and location of the violation;
- (2) The time within which the violation must be abated;
- (3) Notice that the city may act to abate the violation if it is not abated by the owner within a reasonable time stated in the notice, but which may not exceed fifteen (15) days;
- (4) Notice that the cost of such action by the city, plus an administrative fee, shall be a personal debt of the owner, which may be assessed as a lien against the property until paid; and
- (5) Notice that any refusal to allow the city to abate an uncorrected violation shall be a separate violation under this Code.

Sec. 19-219. - Authorization for city abatement.

Upon failure of an owner to abate a violation as ordered in a notice to abate, the city may abate the nuisance. This abatement may be performed by the city, by a contract vendor, or by other means determined by the city.

Sec. 19-220. - Administrative fees.

The fees necessary for the administration of this article and authorized by section 19-215 shall be established from time to time by resolution of the City Council. Such administrative fees may include the following:

- (1) Notice to abate;
- (2) Search warrant;
- (3) Warning letter;
- (4) Civil infraction preparation;
- (5) Additional inspections;
- (6) Abatement.

Sec. 19-221 - Charge to owner.

When the city has abated a cited nuisance, the cost of abatement, plus any applicable administrative charges as established by City Council resolution, shall be billed to the property owner. Such billing shall be a personal debt of the owner to the city, which may be assessed as a lien against the property, including interest thereon, until paid.

Sec. 19-222. - Appeals.

Any person aggrieved by any of the requirements of this section may appeal to the Construction Board of Appeals of the City of Farmington, provided that a written application for appeal is filed within twenty (20) days after the day the decision, notice, or order was served. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, the requirements of this Code are adequately satisfied by other means, or the strict application of any requirement of this Code would cause an undue hardship.

Sec. 19-223. – Fees.

Except as may be otherwise provided in section 19-215, the owner of the single or two-family rental dwelling, or vacant property shall be responsible for payment of registration, inspection, certificate of compliance and other fees, including late fees, involved in the administration and enforcement of this article, which fees shall be established by resolution of the City Council.

Sec. 19-224. – Collection of fees.

- (A) All required fees shall be paid at the time of submitting application materials and before commencement of scheduled inspections, unless otherwise authorized by the department.
- (B) In the event of repeated complaints from a tenant necessitating multiple inspections of a particular single-family rental dwelling between regular inspection periods, the director of

the department may, in their discretion, require advance payment of inspection fees by the tenant.

- (C) If for any reason, fees that are due and payable under this article are not paid, a statement of the fees shall be mailed to the owner or, if applicable, the tenant.

Sec. 19-225. – Violation and penalty.

- (A) A violation of any provision of this article shall constitute a municipal civil infraction in accordance with Chapter 1 of the City Code.
- (B) In addition, any use or activity in violation of the terms of this article is hereby declared to be a nuisance per se and may be abated by order of any court of competent jurisdiction. The City, in addition to other remedies, may institute any appropriate action or proceeding to vacate the premises and/or prevent, abate or restrain the violation.

Section 2 of Ordinance. Repealer.

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

Section 3 of Ordinance. 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 of Ordinance. Savings.

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

Section 5 of Ordinance. Effective Date.

This ordinance shall be effective upon publication in the manner prescribed by law.

Section 6 of Ordinance. Enactment.

This Ordinance is declared to have been enacted by the City Council of the City of Farmington at a meeting called and held on the ____ day of _____, ~~2023~~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, 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 at a meeting held on the ____ day of _____, 2023/2024, the original of which is on file in my office.

~~MARY MULLISON~~ Meaghan Bachman,
City Clerk
City of Farmington

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Adopted:
Published:
Effective:

Farmington City Council Staff Report	Council Meeting Date: May 6, 2024	Reference Number 7
Submitted by: Kate Knight, DDA Director		
Description The DDA requests permission for installation of a mural on the west elevation of the city-owned Walter P. Sundquist pavilion at George F. Riley Park.		
Requested Action Resolve to approve a Resolution In Support of the Application for the Detroit Institute of Arts' Partners In Public Art Program for Farmington installation of a mural on the west elevation of the city-owned Walter P. Sundquist pavilion at George F. Riley Park for a minimum period of ten (10) years and to authorize the City Manager and City Attorney to revise and finalize the MOU proposed by the DIA for the installation.		
Background PROGRAM DESCRIPTION PROVIDED BY THE DIA: Partners in Public Art is a collaboration between the Detroit Institute of Arts and communities, organizations, and municipalities throughout Southeast Michigan to co-create community-driven, highly visible public murals that express the unique stories and interests of each community. GOALS: <ul style="list-style-type: none"> • Help people explore and express their sense of community through a collaborative art experience. • Create a highly visible public mural informed by the community. • Foster and deepen the relationship between the Detroit Institute of Arts and communities throughout Southeast Michigan. FUNDING: This program is generously funded by community investment in the Detroit Institute of Arts Tri-County Millage. All project costs will be covered through the DIA budget. If approved, the DIA seeks a commitment from the City to maintain the public art for a period of at least 10-years. The DIA will retain intellectual property rights of the public art but authorizes the City to reproduce the art for publicity. A draft MOU has been provided by the DIA for consideration, Initial review of the draft MOU by the City Attorney confirms that the terms seem standard but will require the addition of specific information relating to the art and artist as well as placement of the public art.		
Materials: Resolution and sample MOU		

**FARMINGTON
OAKLAND COUNTY, MICHIGAN
A RESOLUTION IN SUPPORT OF THE APPLICATION FOR THE DETROIT
INSTITUTE OF ARTS'
PARTNERS IN PUBLIC ART POGRAM FOR FARMINGTON**

The following Resolution was offered by _____ and seconded by _____

WHEREAS, the City of Farmington supports the addition and expansion of public art in our community; and

WHEREAS, The Detroit Institute of Arts collaborates on a program known as "Partners in Public Art" which provides funding and support for outdoor murals painted in public places; and

WHEREAS, the City of Farmington has identified Walter E. Sundquist Pavilion at Riley Park that would be well suited for public art; and

WHEREAS, the City of Farmington understands that if selected, the partnership between the DIA and the City of Farmington shall include a guarantee of a minimum ten year commitment to keep and maintain the public art; and

NOW THEREFORE BE IT RESOLVED THAT, the City of Farmington approves the application for participation in the Partners in Public Art program, commits to the location of the public art at Walter E. Sundquist Pavilion, and agrees to maintain the public art per the program requirements.

Motion by _____ and second by _____ to adopt the resolution in support of the application to participate in the DIA's Partners in Public Art program.

ROLL CALL: AYES:
NAYS:

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution in support of the application for the Detroit Institute of Arts' Partners in Public Art program for Farmington adopted by the Farmington City Council, County of Oakland, State of Michigan, at a meeting held on May 6, 2024 and that the meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act (Act 267 Public Acts of Michigan 1976) and that the minute of said meeting were kept and will be made available as the Act required.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this _____ day of _____, 2024.

MEAGHAN BACHMAN
Clerk, City of Farmington

MEMORANDUM OF UNDERSTANDING BETWEEN

The Community Partner, The Recipient & the Detroit Institute of Arts

Community Partners	Recipient	Detroit Institute of Arts
Contact Information	Contact information	Contact Information

Definitions

- Community Partner: The Partner
- DIA: Detroit Institute of Arts
- Lead Artist: TBD
- Location: Address
- Project: Mural
- Recipient: The Recipient
- Term: 10 years from the date of completion.

We agree to the following:

Shared Partner Goals

- Engage the Center Line community to help them explore and express their sense of community through the creation of a work of public art.
- Create a highly visible work of public art.
- Visibility and awareness for partners and their offerings.

DIA Commitments

- Coordinate the overall project.
- Provide a Lead Artist to complete the Project.
- Provide art-making supplies and equipment necessary to complete the Project.
- Co-market events associated with the Project.
- Share any photos and video of the creation of the Project with the Community Partner and Recipient.
- Aim to complete the Project by the end of year.

Community Partner Commitments

- Provide feedback on Project renderings in accordance with the Project timeline.
- Coordinate with all partners to promote the success of the Project, including taking the lead on any required approval processes.
- Co-market events associated with the Project.
- Share any photos and video of creation of the Project with the DIA.
- The partnership between the DIA and the community partner shall include a guarantee for a ten-year life of the project from completion to be kept and maintained by the community.
- Take the lead on the unveiling celebration, which can include:

- microphone and audio equipment
- music and refreshments
- coordinate logistical accommodation for the event (ex. blocking off streets)
- marketing and press releases

Recipient Commitments

- Agrees for a permanent work of art to be created at the Location.
- Understands that the design of the Project will be informed by the community.
- Provide feedback on Project renderings in accordance with the Project timeline.
- Provide access to the Location—along with nearby access to a restroom, water supply, and storage for the duration of creation the Project, if applicable—to project coordinators and artist(s).
- Allow for a permanent sign describing the partnership, that includes DIA logo, to be installed alongside the finished Project.
- Work with Community Partner to create a plan for maintenance on the Project for a guarantee for a ten-year life of the Project (see Maintenance section below).

Ownership

- Ownership of the completed Project will reside with the Recipient.
- The DIA shall retain all rights of intellectual property in the Project (even if only partially completed) and shall have the right to exhibit the Project, including preparatory and derivative work, if the DIA so chooses.
- In the event of termination of this Agreement the DIA shall retain all rights of intellectual property to the Project but will return to the Lead Artist the original media or physical materials associated with preliminary design, in honor and recognition of the Lead Artist's efforts in creating the Project. DIA shall be entitled to keep copies of any original media or physical materials returned to Lead Artist.
- Should the Project be left incomplete by the DIA and Lead Artist, the Recipient can select a different artist to finish the Project, and in doing so, the Project shall no longer represent a work of the DIA or Lead Artist.
- Should the Recipient intend to sell the property on which the Project is located, the Recipient agrees to engage in a good faith effort to convince the new owner to keep and maintain the Project as a part of a property transfer agreement, as the Project is a part of the culture and history of the community.

Copyright and Reproductions

- The DIA reserves all rights of copyright in the Project including the preliminary design. Copyright notice in the name of the DIA shall appear on the Project, and the Lead Artist shall also receive authorship credit in connection with the Project or any reproductions of the Project. The DIA shall have the sole right, but no obligation, to take or commence any legal action regarding the Copyright in the Project.
- All parties agree that each party has the right to reproduce images of the Project for use in marketing and products for profit with copyright notice and authorship credit; specifically including the DIA logo and Artist(s) attribution.

Right of Publicity

- The Recipient and Community Partner gives the DIA permission to use their (and any employee, executive or representative of either) name, identity, picture, portrait, and photograph, and the entirety, parts, or paraphrased quotes and comments about the Project in all forms and media and in all manners, including but not limited to exhibition, display, advertising, trade, and editorial uses, without violation of their (and any employee, executive or representative of either) rights of privacy, right of publicity, identity rights, or any other personal or proprietary rights the Recipient and Community Partner may possess in connection with any use, promotion, or display of the Project, including the preliminary design.

- All parties agree to inform each other of any known use of their names and/or identities for publication purposes for the duration of the creation of the Project.

Documentation

- All parties agree that documentation—including photography and video—of the Project during its creation will be shared with all parties upon request.

Non-Destruction and Alteration

- The Recipient and Community Partner agrees that they will not intentionally destroy, damage, alter, modify, or change the Project in any way whatsoever. If any alteration of any kind occurs after completion of the Project by the Recipient or the Community Partner, whether intentional or accidental, and whether done by the Recipient or the Community Partner or others, the Recipient or the Community Partner shall each give the DIA written notice of the alteration. After such alteration, the Project shall, in the sole discretion of the DIA, no longer be represented to be the Project of the DIA. Even if the DIA consents to continued representation of the Project as associated with the DIA, the Lead Artist may provide written notice to the Recipient and Community Partner that the altered Project no longer represent the work of the Lead Artist. The Recipient shall ensure that the Project is properly maintained with respect to the Lead Artist's original design.

Maintenance

- If the Project needs maintenance due to natural deterioration or otherwise, and according to the standards of the Recipient, the Recipient will first contact the Lead Artist before contacting other artists that could do this work to determine if the Lead Artist is interested and available to do this maintenance at a rate that is agreed upon at the time by the Recipient and the Lead Artist.

Destruction

- Should an Act of God destroy a majority of the completed Project, the Recipient bears no obligation to pay for the Project to be repaired or replaced, or to allow the repair or replacement of the Project to be paid for by another entity. Should an Act of God occur that destroys a minority of the completed Project, the Recipient commits to maintaining the Project as noted in the "Maintenance" section above.

Insurance and Liability

- Community Partner shall insure their own employees working at the Location.
- DIA shall insure their own employees working at the Location.
 - Contracted artists shall provide their own insurance as subject to their contract.
- DIA disclaims all liability for the acts or omissions of any individuals not employed by DIA, including contractors.

Termination

- This agreement may be terminated if the Community Partner, Recipient, and/or the DIA do not agree and approve the preliminary design.

Project Description

Description of project and location

Signatures

COMMUNITY PARTNER

NAME: _____

Name and Title

RECIPIENT

NAME: _____

Name and Title

Detroit Institute of Arts

NAME: _____

Name and Title

Farmington City Council Staff Report	Council Meeting Date: 5-6-24	Item Number 8
Submitted by: David Murphy, City Manager		
Agenda Topic: Advanced Redevelopment Solutions (Eric Helzer) Invoice		
Proposed Motion: Pay the invoice from ARS (Advanced Redevelopment Solutions) in the amount \$46,518.56 with \$6,840.00 to be reimbursed to the city from the Brownfield capture. Also, to amend the 2023/24 fiscal year General Fund budget to increase Economic and Community Development Expenditures by \$46,519. This increase will be offset by an increase in Other Revenue by \$46,519. (The increase in Other Revenue includes the \$6,840.00 of Brownfield Reimbursement and \$39,679 related to higher than budgeted investment income). This will be Budget Amendment #5.		
Background: On November 8, 2023, the City Council approved addendum #1 to the agreement with Advanced Redevelopment Solutions (Eric Helzer) for additional services related to the EGLE grant/loan application.		
Materials: Invoice from Advanced Redevelopment Solutions Budget Amendment #5		

04.19.2024

Invoice No. 1537

ADVANCED REDEVELOPMENT SOLUTIONS

Professional Services Period: July 1, 2023 thru March 31, 2024

Agreements: Engagement Letter dated March 18, 2023 with effective date May 23, 2022; Addenda #01 with effective date May 15, 2023

To
Mr. David Murphy, City Manager
City of Farmington
23600 Liberty Street
Farmington, Michigan 48335
Office Phone #:
(248) 474-5500 Ext. 2221
Email: dmurphy@farmgov.com

Project No.
220003

Project Name
Maxfield Training Center Building
Redevelopment
33000 Thomas Street
Farmington, Michigan

Table with 7 columns: Task #, Task Name, Cost Type, # Hours / # Units, Hourly Rate, Unit Price, Amount. Includes sections for Incentives Services, Task 1 (Brownfield Plan Preparation Support), Task 2 (Act 381 Work Plan Prepration Support), Task 3 (Grant and/or Loan From Michigan Department of Environment, Great Lakes, and Energy (EGLE)), and Reimbursables (Mileage).

Notes: T&M NTE = time and materials not to exceed
LS = lump sum
NA = Not Applicable if task is invoiced as a LS Cost Type

Due upon receipt

Thank you for your business!

Table with 4 columns: Outstanding Invoices and Payments, Number, Date, Balance. Summary row: Please remit payment on any outstanding invoices = Total \$0.00

ADVANCED REDEVELOPMENT SOLUTIONS

Tel. 517.648.2434
Email. ephelzer@msn.com

Please remit payment to:
Advanced Redevelopment Solutions
PO Box 204
Eagle, MI 48822



CITY OF FARMINGTON

RESOLUTION _____

Motion by, _____ seconded by, _____

Fund: General Fund		
Economic and Community Development	\$46,519	
Other Revenue		\$6,840
Other Revenue		\$39,679
To provide funds for ARS related to brownfield grant and increase		

BE IT FURTHER RESOLVED that the City Treasurer is hereby authorized to pay all claims and accounts properly chargeable to the foregoing appropriations provided that said claims and accounts have been lawfully incurred and approved by Council, Board, Commission or other City Officer authorized to make such expenditures, and

BE IT FURTHER RESOLVED that the City Manager shall prepare for the Council a financial report each quarter on the status of City funds as contained within the City budget.

Roll Call:
Ayes:
Nays:
Absent:

RESOLUTION DECLARED ADOPTED

MEAGHAN BACHMAN, CITY CLERK

I, Meghan Bachman, duly authorized Clerk for the City of Farmington, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Farmington City Council at a regular meeting held Monday, May 6th, 2024 in the City of Farmington, Oakland County, Michigan.

MEAGHAN BACHMAN, CITY CLERK