



**Special Joint City Council & DDA Meeting  
6 p.m., Monday, October 26, 2020  
Virtual - Zoom  
Meeting ID: 898 1953 6506  
Meeting Password: 690599**

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### **JOINT MEETING AGENDA**

- 1. Roll Call**
  - a. City Council**
  - b. Downtown Development Authority**
- 2. Approval of Agenda**
- 3. Discuss the Professional Services Agreement between the Downtown Development Authority (DDA) and 360 Event Productions, LLC; and review the Memorandum of Understanding between the City of Farmington and the DDA regarding the Farmington Founders Festival**
- 4. Review and discuss the Memorandum of Understanding between the City of Farmington and the Downtown Development Authority regarding the Farmington Founders Festival**
- 5. Consideration to Approve (1) a Resolution Concerning the Acquisition of Property and approving Declaration of Necessity and Taking and, (2) a Declaration of Taking for a Temporary Construction Easement with fair market value in the amount of \$6,900.00 over parcel 23-28-280-014 (Chase Bank) for the construction of the Farmington Road Streetscape Project**
- 6. Consideration to Approve (1) a Resolution Concerning the Acquisition of Property and approving Declaration of Necessity and Taking and, (2) a Declaration of Taking for a Temporary Construction Easement with fair market value in the amount of \$5,300.00 over parcel 23-28-280-012 (CVS) for the construction of the Farmington Road Streetscape Project**
- 7. Other Business**
- 8. Public Comment**
- 9. Board & Council Comment**
- 10. 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.*

<b>Farmington DDA Staff Report</b>	<b>DDA Meeting Date: Monday 10/26/20</b>	<b>Item Number 3</b>
<b>Submitted by:</b> Kate Knight		
<b>Agenda Topic:</b> Discussion of the Professional Services Agreement between the DDA and 360 Event Productions, LLC, Review and Memorandum of Understanding between the City of Farmington (“City”) and the Downtown Development Authority (“DDA”) regarding the Farmington Founders Festival		
<b>Proposed Motion:</b> #1 Move to approve the Motion to approve the Professional Services Agreement with 360 Event Productions, LLC, as proposed, subject to the City and the DDA also entering into the Memorandum of Understanding relating to the Farmington Founders Festival, as proposed. #2 Approve Memorandum of Understanding between the City and the DDA regarding the Farmington Founders Festival, as presented.		
<p><b>Background:</b></p> <p>The Farmington Founders Festival (“Founders Festival”) has been a summertime civic event for over 50 years. During its existence, the Founders Festival has been produced and managed by several different entities. Most recently, the Founders Festival was produced by the Chamber of Commerce, who relinquished their interest in this event in 2020. It was determined by the current City Council that the City should not let this event fall by the wayside, so discussions have begun about how to produce and manage this iconic event as a long-term, annual event.</p> <p>In the meantime, and in the interest of securing an event for calendar year 2021, the City Council provided the Mayor with authority to move forward with discussions with 360 Event Productions LLC (“360 Productions”). 360 Productions has produced two (2) previous Founders Festivals and has extensive knowledge of the City and its goals for this event. During negotiations it was made apparent that to be financially viable to 360 Productions the contract would need to be at least a two (2) year commitment to ensure sponsorship and funding could be secured. Further discussions amongst City staff determined that the proposed 2-year contract would provide the benefit of ensuring the City had sufficient time to discuss, review and plan for the future production of this event.</p> <p>The question then became who should enter into such an arrangement with 360 Productions. The City itself would not normally put on a festival like this (which is why it has, over the years, been put on by the Chamber, the DDA, or some other entity). And while the DDA has the full authority to put on the Festival (as it has done in previous years), right now it has limited capacity, finances, and staffing to undertake that work. The City does have the ability, both legally and as a practical matter, to assist the DDA with events and activities that it undertakes. So, the solution being proposed is to have the DDA enter into a Professional Services Agreement with 360 Productions, and then have the City and the DDA <b>separately</b> enter into an agreement/memorandum of understanding by which the City undertakes the DDA’s obligations with 360 Productions.</p> <p>Attached is the Professional Services Agreement between the DDA and 360 Productions and the memorandum of understanding between the City and the DDA. They have been reviewed by both the City’s Attorney and the DDA’s attorney. Both will need to be approved by the DDA.</p>		
<b>Materials: Memorandum of Understanding and Professional Service Agreement</b>		



# MEMORANDUM OF UNDERSTANDING

## CITY OF FARMINGTON AND FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY

### FARMINGTON FOUNDERS FESTIVAL

This Agreement (“Agreement”) is entered into as of the date of the last signature below and is between the City of Farmington (“City”), whose address is 23600 Liberty Street, Farmington, MI 48335, and the Farmington Downtown Development Authority (“DDA”) whose address is 23600 Liberty Street, Farmington, MI 48335, (collectively, “Parties”) for memorializing the Parties’ understandings as to the City’s agreement to provide services related to the Farmington Founders Festival for the years 2021 and 2022.

### RECITALS

**WHEREAS**, the DDA entered into an agreement (the Event Agreement) with an entity known as 360 Events to plan, produce, and manage the Farmington Founders Festival for the calendar years 2021 and 2022, which such agreement is dated \_\_\_\_\_, 2020 and is attached hereto as Exhibit 1; and

**WHEREAS**, the Event Agreement requires the DDA to undertake certain activities and to provide, or cause to be provided, certain services; and

**WHEREAS**, the City has agreed to undertake those activities and DDA obligations under the Event Agreement and provide those services on behalf of the DDA; and

**NOW, THEREFORE**, for and in consideration of the DDA’s agreement to sponsor the Farmington Founders Festival as a civic event.

1. **Provision of Services by City** – The City agrees to provide the services and undertake the activities described in the Event Agreement attached as Exhibit 1, for and on behalf of the DDA.
2. **Term of the Agreement** – The agreement shall be for a two-year period described in the Event Agreement.
3. **Compensation** – The City shall not be compensated by the DDA in connection with this civic event.

4. **Festival Representative** – The City shall provide and designate, at its expense, at least one employee to serve as the Representative for the Festival, who shall be the primary point of contact and operational liaison between 360 Events and the DDA for the activities described in the Event Agreement. The Festival Representative(s) shall be responsible for coordinating and overseeing the activities of 360 Events and shall ensure that all activities and obligations required of the DDA under the Event Agreement are met in a timely manner.
5. **Assignments** - The DDA's obligations under this Agreement may not be assigned except with the written approval of the City.
6. **Notices** - Notices under this Agreement shall be to the Farmington City Clerk and the Farmington DDA President.
7. **Applicable Law** - This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
8. **No Waiver** - Absent an express written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
9. **Compliance with Laws** - Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
10. **Entire Agreement** - This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.
11. **Filing** – If required by MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

**IN WITNESS WHEREOF**, and pursuant to the concurrent resolutions adopted by City of Farmington City Council and the City of Farmington DDA approving and authorizing the signing of this Agreement, the undersigned officials have signed this Agreement on the dates indicated next to their signatures.

[Signatures on next page]

**CITY OF FARMINGTON**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor, Sara Bowman

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk, Mary Mullison

**FARMINGTON DDA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Director, Kate Knight,

**STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF FARMINGTON  
DOWNTOWN DEVELOPMENT AUTHORITY**

**PROFESSIONAL SERVICES AGREEMENT  
FARMINGTON FOUNDERS FESTIVAL**

This agreement is made on the date herein by and between 360 Event Productions LLC a Michigan Limited Liability Company, located at PO Box 210214, Auburn Hills, MI 48321 (Contractor) and the Farmington Downtown Development Authority, an organization authorized under local ordinance and PA 197 of 1975, repealed and recodified by PA 57 of 2018, whose office is located at 23600 Liberty St., Farmington, MI 48335 (DDA). Contractor and the DDA shall be referred to collectively as the "Parties." This agreement shall be effective on the last date of its execution by all parties.

**Recitals**

1. DDA desires assistance in planning, producing, and managing the City of Farmington's annual Farmington Founders Festival.
2. Contractor is an event planner with experience in planning, producing, and managing similar festivals.
3. DDA desires to enter into an agreement with the Contractor to plan, produce and manage the Farmington Founders Festival for calendar years 2021 and 2022.

The terms and conditions of the agreement are as follows.

**Festival Description**

1. The festival shall be called the "Farmington Founders Festival." Contractor acknowledges that the DDA is contracting its services for the festival, and that Contractor has no right to the name of the festival except as specifically provided herein for the purposes of Contractor fulfilling its obligations under this agreement. During the term of this agreement, Contractor shall use said name to plan, produce, and manage the festival on behalf of the DDA, and for no other purpose.
2. Subject to the other provisions of this agreement, the festival shall run for 3-4 days each July during the 2021 and 2022. For 2021, the dates for the festival shall be July 15 through 17. For 2022, the DDA and Contract shall mutually agree on the dates at least 9 months prior to the Event.



The DDA shall assist Contractor in arranging times for Contractor and its designees to have non-exclusive access to all facilities owned by the City in the Festival area for the purpose of advance preparations and set up, including (if necessary) installation of cables, conduits, tents, tables, chairs and signage at least 48 hours prior to the designated starting time. Contractor acknowledges that access for set up may be affected by and subject to agreements and obligations with regard to the property to be utilized for the Festival (e.g., easement agreements for the downtown parking lot, and/or approvals needed by other regulatory agencies). Contractor shall be responsible for securing any permits and licenses necessary for the Festival uses. The DDA shall cooperate in assisting Contractor with securing necessary permits and licenses from the City.

3. The parties will work collectively to approve the location and spacing for the specific elements of the festival, with the DDA having final approval authority; however, the festival shall be primarily located in Downtown Farmington.
4. The specific elements of the festival shall be determined by mutual agreement of the parties. At a minimum, the festival shall include, and Contractor shall plan accordingly to ensure and accommodate: a parade (on the Saturday of the festival); a beer tent; music; crafters; food trucks; a run; bingo; and bounce houses. Contractor acknowledges that a special event permit will be required for the festival, to be approved by the City Council of the City of Farmington.
5. Contractor shall be responsible for all event planning, marketing, execution, and clean-up for each event.
6. Contractor shall not charge any fee to the City or the DDA to plan, produce, or manage the festival, other than the \$10,000 "sponsorship" discussed below. However, all sponsorship proceeds and/or other profits generated from the Festival shall be retained by the Contractor for such services.

#### **Duties of the DDA**

7. The DDA shall provide all services listed in Exhibit A under the caption, "DDA TO PROVIDE." Contractor understands and agrees that the DDA may enter into agreements with third parties, including but not limited to the City of Farmington, to provide the services described. The Parties agree that Contractor will not seek and the DDA will not provide staff or employee support for day-to-day assistance with the planning, marketing, execution, or clean-up of the festival beyond that expressly described in this agreement.

### Duties of the Contractor

8. The Contractor shall provide all services listed in Exhibit A under the caption “360 EVENT PRODUCTIONS TO PROVIDE.” Such services shall be provided in a competent, efficient, timely, good and workmanlike manner, subject to and in compliance with the terms and conditions of this agreement.

Contractor shall also provide insurance coverage that meets the requirements of Exhibit B (generally, commercial general liability, worker’s compensation, and motor vehicle liability insurance). The commercial general liability and motor vehicle liability insurance shall include an endorsement of the City of Farmington and the Farmington Downtown Development Authority and their respective officials, employees, volunteers, and agents as primary, noncontributory additional insureds.

### General Terms

9. Independent Contractor. In the performance of this agreement, the relationship of Contractor to the DDA shall be that of an independent contractor and not that of an employee or agent of DDA. Contractor is and shall perform under this agreement as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this agreement, except as provided elsewhere in this agreement.
10. Default. If a party fails to perform the duties set forth herein, said party shall be in breach of this agreement and the non-breaching party may pursue any and all remedies available in law or equity against the breaching party, including injunctive relief.
11. Termination. Either party may terminate this agreement with cause on thirty (30) days’ notice. “Cause” shall mean a breach of or default under this agreement that is not cured within ten (10) days’ notice.
12. Force Majeure. Neither party will be responsible for fires, strikes, civil disorders, severe inclement weather, pandemics, acts of threats of terrorism, acts of war, or other casualties or events beyond its reasonable control. Upon the occurrence of such an event, the parties will have the right to cancel or reschedule the festival.
13. Intellectual Property Rights. The parties acknowledge and agree that: (i) the other party’s logos, flags, marks, copyrights, or other intellectual property rights will remain the sole property of the other party; and (ii) nothing in this agreement will confer in the

party any title to, right of ownership, or interest in the other party's logos, flags, marks, copyrights or other intellectual property, except to the extent provided for herein.

14. Limitation of Liability. In no event shall any party be liable to the other party, its agents, employees or any third party for any incidental, indirect, special or consequential damages arising out of, or in connection with, this contract, whether or not such party was advised of the possibility of such damages.
15. Authority to Execute. The undersigned represent and warrant that he/she has full authority to bind the parties to all of the terms and conditions of this agreement.
16. Entire Agreement. This agreement is the entire understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained in this agreement, and this agreement supersedes all previous communications or agreements, either oral or written between the parties. This agreement may be amended only by written instruments signed by the parties.
17. Choice of Law. This agreement will be interpreted and its provisions enforced in accordance with the laws of the State of Michigan.
18. Waiver. Any waiver of any term, requirement or condition imposed under this agreement shall be deemed a limited and specific waiver and shall not be deemed to be continuing in nature or effect any other term of this agreement.
19. No Third Party Beneficiaries: There are no third party beneficiaries to this agreement and the services provided herein are exclusively for the direct benefit of the DDA.
20. Assignment: This is a professional services contract and is not assignable by Contractor without the express written consent of the DDA.
21. Nondiscrimination. Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78 Stat. 252 and 1976 PA 4563) and will require a similar covenant on the part of the consultant or subcontractor employed in the performance of this agreement.
22. Compliance with laws. This agreement and all of Contractor's professional services and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those that apply because the DDA is a public

governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this agreement.

[signatures on following page]

**IN WITNESS WHEREOF** the parties have executed this agreement by their properly authorized signatories.

**360 Event Productions LLC**

By \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**City of Farmington Downtown Development Authority (DDA)**

By \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

## EXHIBIT A

### DDA TO PROVIDE (OR CAUSE TO BE PROVIDED)

- Access and use of city electricity at no charge to the festival
- Assistance with the request to the City for barricades for street and parking lot closures at no charge to the festival. Cover any costs associated with road closures, including engineering and signage.
- Assistance with the request to the City for Public Safety at no charge to the festival
- Assistance with the request to the City for DPW services at no charge to the festival
- Dumpster at no charge to the festival
- Event inclusion on City/DDA websites, social media and other marketing publications
- Assistance with the request for golf carts, tents, and tables including from the City of Farmington Hills.
- A promotional banner to be hung above Grand River for no less than 3 weeks prior to the start of the festival.
- \$10,000 sponsorship to the festival, **due at signing.**

### 360 EVENT PRODUCTIONS TO PROVIDE

- Manage all expenses and revenue
- Secure all entertainment and vendors (i.e. bands, tents, port-a-johns, ice, generators, etc.)
- Create a map and layout for the event
- Create a timeline of events
- Secure City Council special event approval for the festival
- Oversee all marketing, including social media, graphics, signage and management of overall branding.
- Create a website and provide all PR & Press Release
- Solicit and secure sponsorships and vendors for the festival
- Work closely with DPW and Public Safety (as identified by the City) to develop plans for road closures, emergency plans, garbage removal, parking lot closures, crossing guards, etc.
- Provide all necessary Event Staff, including photographer
- Manage all crafters / vendors / sponsors / parade applications
- Provide detailed load in instructions to all crafters / vendors / sponsors
- Manage all areas of the festival and work with leads in each area; including non-profit volunteers, parade, farmers market, beer tent, DDA, 5k, etc.
- Provide a special event insurance policy

<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: Monday 10/26/20</b>	<b>Item Number 4</b>
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**Submitted by: David Murphy, City Manager**

**Agenda Topic: Review and discuss the Memorandum of Understanding between the City of Farmington (“City”) and the Downtown Development Authority (“DDA”) regarding the Farmington Founders Festival**

**Proposed Motion: Move to approve the Memorandum of Understanding between the City and the DDA regarding the Farmington Founders Festival, as presented.**

**Background:**  
 The Farmington Founders Festival (“Founders Festival”) has been a summertime civic event for over 50 years. During its existence, the Founders Festival has been produced and managed by several different entities. Most recently, the Founders Festival was produced by the Chamber of Commerce, who relinquished their interest in this event in 2020. It was determined by the current City Council that the City should not let this event fall by the wayside, so discussions have begun about how to produce and manage this iconic event as a long-term, annual event.

In the meantime, and in the interest of securing an event for calendar year 2021, the City Council provided the Mayor with authority to move forward with discussions with 360 Event Productions LLC (“360 Productions”). 360 Productions has produced two (2) previous Founders Festivals and has extensive knowledge of the City and its goals for this event. During negotiations it was made apparent that to be financially viable to 360 Productions the contract would need to be at least a two (2) year commitment to ensure sponsorship and funding could be secured. Further discussions amongst City staff determined that the proposed 2-year contract would provide the benefit of ensuring the City had sufficient time to discuss, review and plan for the future production of this event.

The question then became who should enter into such an arrangement with 360 Productions. The City itself would not normally put on a festival like this (which is why it has, over the years, been put on by the Chamber, the DDA, or some other entity). And while the DDA has the full authority to put on the Festival (as it has done in previous years), right now it has limited capacity, finances, and staffing to undertake that work. The City does have the ability, both legally and as a practical matter, to assist the DDA with events and activities that it undertakes. So, the solution being proposed is to have the DDA enter into a Professional Services Agreement with 360 Productions, and then have the City and the DDA **separately** enter into an agreement/memorandum of understanding by which the City undertakes the DDA’s obligations with 360 Productions.

The Professional Services Agreement between the DDA and 360 Productions is attached for Council’s information. It has been reviewed by both the City’s Attorney and the DDA’s attorney. and the City. It will need to be approved by the DDA.

Attached for the City Council’s **action** is the proposed Memorandum of Understanding providing that the City will undertake the obligations under the DDA/360 Productions Event Agreement on behalf of the DDA.

**Materials: Memorandum of Understanding and Professional Service Agreement**



<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: October 26, 2020</b>	<b>Reference Number 5</b>	
<b>Submitted by: City Manager</b>			
<b>Description</b> Consideration to Approval of (1) a Resolution Concerning the Acquisition of Property and approving Declaration of Necessity and Taking and, (2) a Declaration of Taking for a Temporary Construction Easement with fair market value in the amount of \$6,900.00 over parcel 23-28-280-014 for the construction of the Farmington Road Streetscape Project.			
<b>Requested Action</b> Approval of (1) a Resolution Concerning the Acquisition of Property and approving Declaration of Necessity and Taking and, (2) a Declaration of Taking for a Temporary Construction Easement with fair market value in the amount of \$6,900.00 over parcel 23-28-280-014 for the construction of the Farmington Road Streetscape Project.			
<b>Background</b> The City and the DDA will be constructing the Farmington Road Streetscape Project along Farmington Road. A Temporary Construction Easement is needed over the Chase Bank Property (parcel 23-28-280-014) to facilitate the removal and replacement of certain sidewalk areas, the removal and/or construction of certain pedestrian improvements, and the installation of new landscaping. Most of the work will be completed within the adjacent public right-of-way. To formalize the valuation in the form of an offer, the City Manager and DDA Director have worked with the City Attorney to prepare a Resolution Concerning the Acquisition of Temporary Easement and approving Declaration of Necessity and Taking. A Declaration of Taking would allow the City to begin proceedings to acquire the Temporary Easement in accordance with the Uniform Condemnation Procedures Act, Public Act 87 of 1980, as set forth in MCL 213.51 et seq.			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>



## **DECLARATION OF TAKING**

A Resolution of Necessity having been adopted by the City of Farmington setting forth that present conditions necessitate the construction of a streetscape improvement project involving the removal and replacement of certain sidewalk areas, the removal and/or construction of certain pedestrian improvements, and the installation of new landscaping (the "Improvements") along Farmington Road, adjacent to the property located at 23309 Farmington Road, Farmington, Michigan 48336, Tax Parcel ID, 23-28-280-014 (the "Property"). To facilitate the construction of the project, a Temporary Construction Easement will be required along the frontage of the Property to allow the movement of men and equipment. Portions of the Temporary Construction Easement area may be graded and will be restored as closely as possible to their original condition. In the interest of the public health, safety, and welfare, and that it is necessary to acquire a Temporary Construction Easement over the property within the City of Farmington for said Improvements, and that a good faith written offer to purchase said property will be made.

NOW, THEREFORE, by virtue of the authority vested in the City of Farmington, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of Public Acts of 1980, as amended, it is now declared and determined that the easement property hereinafter described shall be taken for the purpose of constructing a streetscape improvement

project, in accordance with prepared plans showing said Improvements which are on file with the City Clerk's Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Farmington as just compensation for the property being acquired; and a statement whether the City of Farmington reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property.

**PARCEL DESCRIPTION (23-28-280-014)**

A parcel of land being part of the NE 1/4 of Section 28, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, described as:

Lots 4, 5 and 6, "Assessor's Plat No. 2", as recorded in Liber 54 of Plats, Page 6, Oakland County Records, Oakland County, Michigan. Subject to all easements and restrictions of record, if any.

**TEMPORARY GRADING EASEMENT**

A parcel of land being part of the NE 1/4 of Section 28, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, described as:

The East 10 feet of the North 195.90 feet and the East 15 feet of South 27 feet of the Above described parent parcel. Contains 2,362 square feet or 0.054 acres of land. Subject to all easements and restrictions of record, if any.

2. Names of Property Owner: JP Morgan Chase, formerly National Bank of Detroit
3. Names of each person, other than the Owners, having a potential interest in the property: City of Farmington
4. Value of Easements based on Valuation of the Property from appraisal:  
Temporary Construction Easement                      \$ 6,900.00

5. The City of Farmington reserves its rights to bring Federal or State cost recovery actions against the present owner of the property.

\_\_\_\_\_

**CITY OF FARMINGTON**

\_\_\_\_\_

BY: \_\_\_\_\_  
David Murphy  
City Manager

Dated: \_\_\_\_\_, 2018  
STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing Declaration of Taking was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by David Murphy, as the City Manager, on behalf of the City of Farmington.

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

Prepared by and when recorded return to:  
Elizabeth K. Saarela (P 60265)  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331  
Phone: (248) 489-4100  
Tax Identification No: (50-22-29-400-007)

**RESOLUTION CONCERNING THE ACQUISITION  
OF PROPERTY AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Farmington  
County of Oakland, Michigan

Minutes of a \_\_\_\_\_ Meeting of the City Council of the City of Farmington,  
County of Oakland, Michigan, held in the City Hall in said City on \_\_\_\_\_, 2020, at 7:00  
o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_  
\_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

WHEREAS, present conditions in the City of Farmington, Oakland County, Michigan, necessitate the construction of a streetscape improvement project involving the removal and replacement of certain sidewalk areas, the removal and/or construction of certain pedestrian improvements, and the installation of new landscaping (the "Improvements") along Farmington Road, adjacent to the property located at 23309 Farmington Road, Farmington, Michigan 48336, Tax Parcel ID, 23-28-280-014 (the "Property"), in the City of Farmington, Oakland County, State of Michigan, to-wit:

**PARCEL DESCRIPTION (23-28-280-014)**

A parcel of land being part of the NE 1/4 of Section 28, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, described as:

Lots 4, 5 and 6, "Assessor's Plat No. 2", as recorded in Liber 54 of Plats, Page 6, Oakland County Records, Oakland County, Michigan. Subject to all easements and restrictions of record, if any.

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**TEMPORARY GRADING EASEMENT**

A parcel of land being part of the NE 1/4 of Section 28, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, described as:

The East 10 feet of the North 195.90 feet and the East 15 feet of South 27 feet of the Above described parent parcel. Contains 2,362 square feet or 0.054 acres of land. Subject to all easements and restrictions of record, if any.

WHEREAS, plans for the improvements are on file with the City Clerk’s Office; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a Temporary Construction Easement to the above-described real estate.

WHEREAS, the City has caused an appraisal of the subject property to be prepared;

WHEREAS, value of the easements over the subject property is \$ Six Thousand Nine Hundred (\$6,900.00) Dollars.

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the easement over the subject property from the owner of such property, and to take such other actions as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Farmington by law, that it is hereby declared and determined that it is necessary to construct a streetscape improvement project along the frontage of Parcel No. 23-28-280-014 (the “Improvements”) under and through the above-described property within the City of Farmington in accordance with the plans prepared by the City, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as

Exhibit A, calling for the payment of Six Thousand Nine Hundred (\$6,900.00) Dollars for a Temporary Construction Easement over the subject property. The above amounts have been established as just compensation for the acquisition of the property, based upon a valuation of the property and the desire to complete the sale short of litigation.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within fourteen (14) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a Temporary Construction Easement in the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to place an amount equal to the amount contained in the good faith offer that was made to the property owners (\$6,900.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

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

AYES: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

NAYES: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
MARY MULLISON, CITY CLERK

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at \_\_\_\_\_ meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MARY MULLISON, CITY CLERK



<b>Farmington City Council Staff Report</b>	<b>Council Meeting Date: October 26, 2020</b>	<b>Reference Number 6</b>	
<b>Submitted by: City Manager</b>			
<b>Description</b> Consideration to Approval of (1) a Resolution Concerning the Acquisition of Property and approving Declaration of Necessity and Taking and, (2) a Declaration of Taking for a Temporary Construction Easement with fair market value in the amount of \$5,300.00 over parcel 23-28-280-012 for the construction of the Farmington Road Streetscape Project.			
<b>Requested Action</b> Approval of (1) a Resolution Concerning the Acquisition of Property and approving Declaration of Necessity and Taking and, (2) a Declaration of Taking for a Temporary Construction Easement with fair market value in the amount of \$5,300.00 over parcel 23-28-280-012 for the construction of the Farmington Road Streetscape Project.			
<b>Background</b> The City and the DDA will be constructing the Farmington Road Streetscape Project along Farmington Road. .A Temporary Construction Easement is needed over the CVS Property (parcel 23-28-280-012) to facilitate the removal and replacement of certain sidewalk areas, the removal and/or construction of certain pedestrian improvements, and the installation of new landscaping. Most of the work will be completed within the adjacent public right-of-way. To formalize the valuation in the form of an offer, the City Manager and DDA Director have worked with the City Attorney to prepare a Resolution Concerning the Acquisition of Temporary Easement and approving Declaration of Necessity and Taking. A Declaration of Taking would allow the City to begin proceedings to acquire the Temporary Easement in accordance with the Uniform Condemnation Procedures Act, Public Act 87 of 1980, as set forth in MCL 213.51 et seq.			
<b>Agenda Review</b>			
<b>Department Head</b>	<b>Finance/Treasurer</b>	<b>City Attorney</b>	<b>City Manager</b>

## **DECLARATION OF TAKING**

A Resolution of Necessity having been adopted by the City of Farmington setting forth that present conditions necessitate the construction of a streetscape improvement project involving the removal and replacement of certain sidewalk areas, the removal and/or construction of certain pedestrian improvements, and the installation of new landscaping (the "Improvements") along Farmington Road, adjacent to the property located at 23391 Farmington Road, Farmington, Michigan 48336, Tax Parcel ID, 23-28-280-012 (the "Property"). To facilitate the construction of the project, a Temporary Construction Easement will be required along the frontage of the Property to allow the movement of men and equipment. Portions of the Temporary Construction Easement area may be graded and will be restored as closely as possible to their original condition. In the interest of the public health, safety, and welfare, and that it is necessary to acquire a Temporary Construction Easement over the property within the City of Farmington for said Improvements, and that a good faith written offer to purchase said property will be made.

NOW, THEREFORE, by virtue of the authority vested in the City of Farmington, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of Public Acts of 1980, as amended, it is now declared and determined that the easement property hereinafter described shall be taken for the purpose of constructing a streetscape improvement

project, in accordance with prepared plans showing said Improvements which are on file with the City Clerk's Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Farmington as just compensation for the property being acquired; and a statement whether the City of Farmington reserves or waives its rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property.

**PARCEL DESCRIPTION (23-28-280-012)**

A parcel of land being part of the NE 1/4 of Section 28, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, described as:

Lot 3, except the South 72.50 feet and all of Lot 2, "Assessor's Plat No. 2", as recorded in Liber 54 of Plats, Page 6, Oakland County Records, Oakland County, Michigan. Subject to all easements and restrictions of record, if any.

**TEMPORARY GRADING EASEMENT**

A parcel of land being part of the NE 1/4 of Section 28, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, described as:

The East 30 feet of the Above described parent parcel.

Contains 9,216 square feet or 0.212 acres of land. Subject to all easements and restrictions of record, if any..

Subject to all easements and restrictions of record, if any.

2. Names of Property Owner: Affinity RE, LLC
3. Names of each person, other than the Owners, having a potential interest in the property: mBank, Woodward Detroit CVS, LLC, City of Farmington, Wells Fargo Bank, NA
4. Value of Easements based on Valuation of the Property from appraisal:



Prepared by and when recorded return to:  
Elizabeth K. Saarela (P 60265)  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331  
Phone: (248) 489-4100  
Tax Identification No: (50-22-29-400-007)

**RESOLUTION CONCERNING THE ACQUISITION  
OF PROPERTY AND APPROVING DECLARATION OF NECESSITY AND TAKING**

City of Farmington  
County of Oakland, Michigan

Minutes of a \_\_\_\_\_ Meeting of the City Council of the City of Farmington,  
County of Oakland, Michigan, held in the City Hall in said City on \_\_\_\_\_, 2020, at 7:00  
o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers \_\_\_\_\_

\_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

\_\_\_\_\_

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_  
\_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

WHEREAS, present conditions in the City of Farmington, Oakland County, Michigan,  
necessitate the construction of a streetscape improvement project involving the removal and  
replacement of certain sidewalk areas, the removal and/or construction of certain pedestrian  
improvements, and the installation of new landscaping (the "Improvements") along Farmington  
Road, adjacent to the property located at 23391 Farmington Road, Farmington, Michigan  
48336, Tax Parcel ID, 23-28-280-012 (the "Property"), in the City of Farmington, Oakland  
County, State of Michigan, to-wit:

**PARCEL DESCRIPTION (23-28-280-012)**

A parcel of land being part of the NE 1/4 of Section 28, Town 1 North, Range 9 East,  
City of Farmington, Oakland County, Michigan, described as:

Lot 3, except the South 72.50 feet and all of Lot 2, "Assessor's Plat No. 2", as recorded  
in Liber 54 of Plats, Page 6, Oakland County Records, Oakland County, Michigan.  
Subject to all easements and restrictions of record, if any.

**TEMPORARY GRADING EASEMENT**

A parcel of land being part of the NE 1/4 of Section 28, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, described as:

The East 30 feet of the Above described parent parcel.  
Contains 9,216 square feet or 0.212 acres of land. Subject to all easements and restrictions of record, if any..

WHEREAS, plans for the improvements are on file with the City Clerk’s Office; and

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a Temporary Construction Easement to the above-described real estate.

WHEREAS, the City has caused an appraisal of the subject property to be prepared;

WHEREAS, value of the easements over the subject property is Five Thousand Three Hundred (\$5,300.00) Dollars.

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the easement over the subject property from the owner of such property, and to take such other actions as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Farmington by law, that it is hereby declared and determined that it is necessary to construct a streetscape improvement project along the frontage of Parcel No. 23-28-280-012 (the “Improvements”) under and through the above-described property within the City of Farmington in accordance with the plans prepared by the City, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as

Exhibit A, calling for the payment of Five Thousand Three Hundred (\$5,300.00) Dollars for a Temporary Construction Easement over the subject property. The above amounts have been established as just compensation for the acquisition of the property, based upon a valuation of the property and the desire to complete the sale short of litigation.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within fourteen (14) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a Temporary Construction Easement in the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to place an amount equal to the amount contained in the good faith offer that was made to the property owners (\$ 5,300.00) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

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

AYES: Councilmembers \_\_\_\_\_  
\_\_\_\_\_



NAYES: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
MARY MULLISON, CITY CLERK

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at \_\_\_\_\_ meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MARY MULLISON, CITY CLERK