

CITY OF SOUTHFIELD SITE PLAN APPLICATION

| | | |
|---|---|--|
| <p style="text-align: center;">City of Southfield Planning Department 26000 Evergreen Road Southfield, MI 48076</p> <p>Telephone: 248-796-4150 Fax : 248-796-4105 E-mail: contactplanning@cityofsouthfield.com</p> | Date Submitted: | |
| | Reference Number: | |
| | Sidwell Number: | |
| | Associated Special Use/ Rezoning File Number(s) (if applicable): | |

NOTICE TO THE APPLICANT: *Petitions must be filed with the Planning Office **by 12:00 noon 40 calendar days prior** to being placed on the Planning Commission agenda.*

I (We) the undersigned do hereby make application to the Planning Department of the City of Southfield to develop the property herein described.

1. Name of the Proposed Development: _____
2. Description of the Subject Property: _____
 Address: _____
 Nearest Cross Streets: _____
 Acreage: _____
3. Gross Building Area (G.B.A.) this project: _____ Total G.B.A on site _____
4. Zoning classification of the subject property: _____.
5. Description of proposed use/scope of work (please list all proposed changes to the property):

6. Value of development: \$ _____; New FTE Jobs _____

| 7. APPLICANT INFORMATION | | | 8. PROPERTY OWNER INFORMATION | | |
|--------------------------|-------|-----|-------------------------------|-------|-----|
| Company | | | Company | | |
| Name | | | Name | | |
| Address | | | Address | | |
| City | State | Zip | City | State | Zip |
| Email | | | Email | | |
| Phone | | | Phone | | |

9. Applicant's interest in the property (if other than owner) _____

10. Signature of Applicant _____ Date _____

11. Signature of Property Owner _____ Date _____

Supplemental Forms:

- | | |
|--|--|
| <ul style="list-style-type: none"> Site Plan Checklist Site Plan Flow Chart LID Guidelines Medical Marihuana/Adult Use Marijuana Submittal Checklist | <ul style="list-style-type: none"> Community Impact Statement (if determined by the Planning Department) Site Maintenance Agreement (if determined by the Planning Department) Public Art Information Handout |
|--|--|

PD 4/5/23

LETTER OF UNDERSTANDING

It is understood by the undersigned that submission of application(s) and required fee(s) for zoning amendment, special land use and/or site plan is not a guarantee that the request(s) will be granted. The application(s) will be subject to the completion of required submission elements, review standards, reasonable responses to Department requests, Zoning Ordinance requirements, satisfaction of conditions of approval, and any other applicable Federal, State or local laws.

It is further understood that any review fee(s) deposited with the City of Southfield are not refundable unless otherwise directed by the City Planner, or their representative.

Note that separate approvals from the Building and Engineering Department, as well as, additional licensing approvals, if applicable, may be required.

Petitioner

Date

Owner

Date

NOTARY PUBLIC: Please provide the name of the state and county in which this document was signed and all other information required below.

STATE OF _____)

COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,

by _____.

*[type or print name(s) of property owner(s)]

Notary Public _____

_____ County, State of _____

My Commission expires: _____

Site Plan Review

Planning Department

Jeff Spence
Assistant City Planner
248-796-4158
jspence@cityofsouthfield.com

Sarah Mulally, AICP
Assistant City Planner
248-796-4157
smulally@cityofsouthfield.com

Alex Bollin
Planner I
248-796-4153
mbollin@cityofsouthfield.com

Souzan Hanna, ENV SP, LEED AP
Sustainability Planner
248-796-4156
shanna@cityofsouthfield.com

Building Department

Wayne Wilkins
Commercial Plan Reviewer
248-796-4116
rwilkins@cityofsouthfield.com

Engineering Department

Leigh Schultz
City Engineer
248-796-4812
lschultz@cityofsouthfield.com

Fire Department

Mike Albo
Fire Marshal
248-796-5706
malbo@cityofsouthfield.com

Police Department

Kelly Buckberry
Crime Prevention Officer
248-796-5409
kbuckberry@cityofsouthfield.com

1

Meet with Planning Staff to discuss project. (Optional)



Pre-Submittal

2

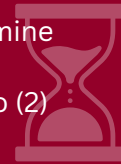
Submittal of two (2) full-sized folded sets of plans (site plan, landscape plan, photometric plan, building elevations), PDF of plans, application, & fee to Planning Department.



By last day of the month

3

City staff review of plans to determine compliance. Applicant notified. Resubmittal of plan revisions: two (2) full-size & sets and PDF.



Month 1:
City Staff Review &
Plan Revisions
Resubmitted

4

Planning Commission Study Meetings (typically 2) & Regular Meeting. PC makes recommendation to City Council.



Month 2:
Planning
Commission

5

Resubmittal of three (3) final hard copies + PDF to Planning Dept. City Council Study Meeting & City Council Regular Meeting.



Month 3-4:
City Council

6

Zoning Board of Appeals (if required); compliance with conditions of approval; obtain all other City approvals/permits.



Month 4-5+:
ZBA, fulfill
conditions of
approval, obtain
City approvals

7

Completion of site work/ landscaping; request final Planning/Landscaping inspections towards Certificate of Occupancy issuance.



Varies



Terry Croad, AICP, ASLA,
Planning Director
TCroad@cityofsouthfield.com
248-796-4154



26000 Evergreen Road
Southfield MI, 48037



Application Available:
www.cityofsouthfield.com

PLANNING DEPARTMENT REVIEW FEE SCHEDULE
5/26/20

Pursuant to the Provisions of Chapter 45, Zoning, of the Code of the City of Southfield, Article 4, Section 5.44, the Council of the City of Southfield has prescribed that the following fees be charged petitioners for amendments to the Zoning Ordinance and for review of site plans. These fees are necessary and reasonably related to the expense incurred in processing such zoning applications and site plans, and are to be paid at the time of submittal of the following applications and site plans.

| | |
|---|--|
| Application Fee Required City-wide for all permit and application types | \$40 |
| Non-Residential Fence Permit Fee (when not part of a site plan) | \$50 |
| Commercial zoning review fee when not part of a site plan (i.e. zoning compliance letters, site plan extensions, Consent Judgment amendments, etc.) | \$100 |
| Buffer Uses: Alternative Financial Services; Crematoriums; Homeless Shelters; Medical Marihuana Facilities; Oil & Gas; Pawn Shops; Sexually Oriented Businesses; Smoking Lounges; Soup Kitchens | \$250 for first hour per pre-application meeting; then \$50 per ¼ hour after the first hour \$1,000 per review in addition to Special Use, Site Plan/Admin Site Plan and/or applicable fees below |
| Rezoning Requests | \$1,000 + \$40 for each acre over one (1) |
| Overlay Development District or Residential Unit Development District (ODD/RUDD) Requests | \$2,400 + \$40 for each acre over one (1) |
| Special Use Requests | \$600 |
| Vacation Requests | \$1,000 |
| Subdivision Plat Review | \$1,000 + \$10 for each lot |
| Items withdrawn by Petitioners | 25% of original filing fee |
| Site Maintenance Agreement | Prevailing Oakland County Recording Fee Costs (current costs are \$14 for first page and \$3 for each additional page) |

| | |
|--|--|
| Site Plans Reviewed by Council: | |
| Single Family Residential (R-A, R-1, R-2, R-3, R-4, R-E) - Cluster Option - Nonresidential Uses | \$1,000 + \$5 per dwelling unit \$1,000 + \$5 for each 1,000 sq.ft. of gross building area |
| Mobile Home Park (RMH) | \$1,000 + \$5 per each mobile home |
| Multiple Family (R-T, RM, RMM, RMU) | \$1,000 + \$10 for each proposed unit |
| Office-Service (O-S) | \$1,000 + \$5 for each 1,000 sq.ft. of gross building area |
| Education-Research-Office- Limited (ERO-M) and Education- Research-Office (ERO) | \$1,000 + \$5 for each 1,000 sq.ft. of gross building area |
| Regional Center (RC) | \$1,000 + \$10 for each proposed unit and/or \$5 for each 1,000 sq. ft. of gross building area of office or retail space |
| Neighborhood Business (B-1) | \$1,000 + \$5 for each 1,000 sq.ft. of gross building area |
| Planned Business (B-2) | \$1,000 + \$5 for each 1,000 sq.ft. of gross building area |
| General Business (B-3) | \$1,000 + \$5 for each 1,000 sq.ft. of gross building area |
| Neighborhood Shopping (NS) | \$1,000 + \$5 for each 1,000 sq.ft. of gross building area |
| Regional Shopping (RS) | \$1,000 + \$5 for each 1,000 sq.ft. of gross building area |
| Site Plans Reviewed Administratively: | |
| Television-Radio-Office-Studio (TV-R) | \$750 + \$5 for each 1,000 sq.ft. of gross building area |
| Industrial, Vehicular Parking (I-1, I-L, P) | \$750 + \$5 for each 1,000 sq.ft. of gross building area |
| Amendments to previously approved site plans (all districts) EXCEPT ITEMS LISTED SEPARATELY BELOW | \$750 + \$5 for each 1,000 sq.ft. of gross building area or \$10 for each proposed unit |

| | |
|--|--|
| Amendments to previously approved site plans (all districts) such as: dumpster enclosures, generators, minor parking striping revisions, & ramps. AND Temporary Approval for Outdoor Dining Spaces and Personal Service Stations | \$250 |
| Wetland Review Fees for Site Plan | |
| Administrative Review City Council Review | \$750 (\$175 permit; \$575 escrow) \$1,575 (\$575 permit; \$1,000 escrow) |

Revised 5/26/20

CITY OF SOUTHFIELD SITE PLAN REVIEW CHECKLIST

PLANNING COMMISSION/CITY COUNCIL

In order to facilitate site plan review and official submittal to the City of Southfield and to provide consistency in the review, the following checklist must be returned with the application with the acknowledgment of the architect or developer that the item has been indicated on the plan.

| Considered | Provided | |
|------------|----------|--|
|------------|----------|--|

☐☐

Value of development \$ _____
New FTE Jobs (if applicable) _____

☐☐

Section 5.22-5, Article 4, Chapter 45, and as defined by Sec 1.180(a), Article 6, Chapter 4: Public Art Requirement (see Public Art Information Handout for requirements).

☐☐

Section 5.22(3), Article 4, Chapter 45: Parcel identification, including existing zoning, general location map, size of parcel, dimensions of parcel.

☐☐

Section 5.22(7), Article 4, Chapter 45: Name, address, email address, telephone number and seal of the architect, planner, or engineer responsible for the preparation of the plan.

☐☐

Section 5.22(2), Article 4, Chapter 45: Date, north point and scale (1" = 20' minimum or 1" = 50' for sites over three (3) acres).

☐☐

Section 5.22(4), Article 4, Chapter 45: Location and dimensions of all existing and proposed structures and all existing structures within one hundred (100') feet.

☐☐

Section 5.30, Article 4, Chapter 45: Summary schedule (number of units if applicable, types of units if applicable, gross and net square feet per use, building height, parking requirements, provided spaces and required spaces, etc.).

☐☐

Section 5.22(5), Article 4, Chapter 45: Relationship of proposed site and subject use to adjacent sites, properties, driveways, buildings, etc., and those across the street, showing how these relate to the site, especially in regard to vehicular parking.

☐☐

Sections 5.193 & 5.194, Article 22, Chapter 45: Setback and yard requirements (required and proposed).

☐☐

Sections 5.22(4) & 5.41, Article 4, Chapter 45: Utilities: public (storm sewer, sanitary sewer, water, gas, sidewalks, existing and proposed right-of-ways); private (propane gas, retention ponds, existing and proposed overhead utilities, etc.) in area of proposed changes.

☐☐

Sections 2.12 & 2.13, Chapter 17: Enclosed refuse storage and location (if applicable).

☐☐

Section 5.22(4), Article 4, Chapter 45: Ground mounted electric transformer location and liquefied petroleum (LP) tanks if required.

☐☐

Section 5.32, Article 4, Chapter 45: Building servicing (loading zones, drop-off areas, etc.)

☐☐

Sections 5.22(4), 5.24, 5.55, & 5.56, Article 4, Chapter 45: Existing natural features (topography, trees, ponds, streams, floodplain, etc.) in area of proposed changes.

☐☐

Section 5.31, Article 4, Chapter 45: Internal traffic circulation and traffic control devices (curbing, landscaping, signing, aisle widths, angle of parking, curb cut radius, and deceleration and acceleration lanes, if required).

☐☐

Section 5.33, Article 4, Chapter 45: Walls where required (six (6') foot, unpierced with face brick on residential side).

☐☐

Sections 5.29 & 5.31, Article 4, Chapter 45: Pedestrian amenities and circulation (internal walkways, public sidewalks, connections to public

pathway system and public transit stops, bike routes, accessible routes, etc.).

☐☐

Section 5.38-1, Article 4, Chapter 45: Color building elevations & perspectives indicating building materials & colors.

☐☐

One (1) colored site plan indicating buildings, landscape areas, parking and drives.

☐☐

Digital copies of the following: colored site plan, colored landscape plan, colored building elevations, & colored 3-D building perspective (if available. Digital information should be submitted via CD or emailed via file sharing service (e.g. Dropbox, Filemail, etc.).

PLEASE NOTE: YOU WILL NEED TO PROVIDE AN UPDATED PDF WITH EVERY NEW REVISION

☐☐

Section 5.22-4-1, Article 4, Chapter 45: Photometric Plan

☐☐

Section 5.22(7), Article 4, Chapter 45: Landscape plan indicating types, sizes, and number of existing and proposed plant materials on site and within 50' of the site AND one (1) colored landscape plan. Landscape plans must be sealed by a registered landscape architect.

☐☐

Sections 5.29(12), (13), and (15) and 5.31(7) & (21)(b), Article 4, Chapter 45: Parking lot screening, Barrier-Free compliance, pedestrian connection, bike rack, snow storage, etc.*

☐☐

Plans collated and **folded** into 9"x12" packet with bottom right hand corner visible

- Initial Submittal (staff review): Two (2) 24"x36" sets AND PDF
- Re-submittal (prior to Planning Commission): Two (2) 24"x26" collated, folded sets + PDF
- Final submittal (prior to City Council): Three (3) 24"x26" collated, folded sets + PDF

Signature of a registered architect, planner or engineer
submitting for site plan or special use review.

Date

Attach Supplemental Checklists as Required:

- ☐ Overlay Development District (ODD) Review
- ☐ Residential Unit Development District (RUDD) Review
- ☐ Healthy Living
- ☐ Medical Marihuana Establishments
- ☐ Medical Marihuana Facilities Licensing
- ☐ Public Art Requirement

COMMUNITY IMPACT STATEMENT TABLE

In accordance with the provisions of Section 5.51 of the Zoning Ordinance which states that a community impact statement shall be submitted when:

- a. A request for rezoning or site plan approval is submitted, whichever shall occur first, for parcels having an area of ten (10) acres or greater, or
- b. A development of one hundred and fifty thousand (150,000) square feet of gross floor area or more is submitted for site plan review, or
- c. A development of two hundred (200) dwelling units or more is submitted for site plan review, or
- d. When three (3) or more points are accumulated from the following table: (Check if conditions exist)

| Conditions | Point Value | Points Applied |
|---|-------------|----------------|
| Displacement of community residents | 1 point | |
| Natural features in the project area which are unique to the area. (e.g. streams, lakes, soils, etc.) | 1 point | |
| Area serves as a habitat, food source, nesting place, etc., for wildlife as determined by the City of Southfield Department of Parks and Recreation. | 1 point | |
| <i>The site involves</i> land designated as floodplain | 1 point | |
| The site is considered a woodlot (a minimum of twenty (20%) percent of the site consisting of a well stocked stand of trees with a majority having a three (3") inch caliper or greater) and/or a wetland (poorly drained lands that are generally or intermittently covered with water which, by nature of its surface and/or subsurface soil characteristics, either contribute to the replenishment of subsurface water supply, or are self- contained water resources, including marshes, swamps and bogs). | 1 point | |
| The property is located on other than a major thoroughfare | 1 point | |
| The site has slopes or grades of twenty-five (25%) percent or greater. | 1 point | |
| The development of the property will necessitate the widening of adjacent thoroughfares. | 1 point | |
| The development of the property will necessitate the extension of the following public utilities to adequately serve it: | | |
| Storm Sewer | 1 point | |
| Sanitary Sewer | 1 point | |
| Water Main | 1 point | |
| Roadway related carbon monoxide concentration exceeding Federal standard of 10 mg. per cubic meter for an eight (8) hour period | 1 point | |
| Total Points Applied | | |

SITE MAINTENANCE AGREEMENT

As a condition of site plan approval, the land owner is to provide the City of Southfield with a perpetual Site Maintenance Agreement for this property. Please note that:

- The attached Site Maintenance Agreement form must be signed and completed in accordance with these instructions and returned to the City of Southfield prior to the City's issuance of any building permits.
- This agreement will be recorded by the City of Southfield with the Oakland County Register of Deeds and will be binding on the land owner and his successors.

INSTRUCTIONS for the processing and recording of this Site Maintenance Agreement:

1. **PROVIDE A SIGNED AND EXECUTED SITE MAINTENANCE AGREEMENT.** The attached Site Maintenance Agreement and these instructions are to be delivered to and signed by the land owner.
 - A. **The land owner is to sign only one** of the attached Page 3 signature forms. Please sign the one that applies to your method of holding title.
 - B. If a tenant or management company is responsible for site maintenance, they also must sign this Agreement (see Page 4).
 - C. A notary is required for the owner's signature on Page 3 and for the tenant or management company's signature on Page 4.

NOTE: The land owner's name on the signed Agreement must be the same as on the recorded deed, or the person signing this agreement must have legal authority to sign for the owner; i.e., be a corporate officer, or have power of attorney, etc.

All signatures and printing must be in black ink.

2. **PROVIDE A RECORDING FEE (\$30 per document).** Make check payable to **Oakland County Register of Deeds**. The City will then record this Agreement with Oakland County.

Please mail the signed and notarized **Site Maintenance Agreement** and the **Recording Fee** to the City of Southfield Planning Department, 26000 Evergreen Road, P.O. Box 2055, Southfield, MI, 48037-2055.

If you have any questions regarding this matter, contact the City of Southfield Planning Department at (248) 796-4150.

SITE MAINTENANCE AGREEMENT

(Site Plan #)

(Building Name or Address)

This agreement is entered into this ____ day of _____ 20 ____, by (name of land owner as appears on the deed) _____, hereinafter referred to as the "**Owner**", whose address is _____.

WHEREAS, on _____ the City of Southfield, a Michigan municipal corporation, hereinafter referred to as "**Southfield**", whose address is 26000 Evergreen Road, P.O. Box 2055, Southfield, Michigan 48037, approved the Owner's site plan for a development located at _____, hereinafter referred to as the "**Property**", which property is described as follows:

and

WHEREAS, as a condition of the above site plan approval the Owner is to provide for the perpetual maintenance of the Property,

NOW, THEREFORE, the Owner hereby agrees to perpetually adhere to the following site maintenance practices on the Property:

1. All lawn areas on the Property will be mowed at least every ten (10) days, during the months of April through October of each year.

2. All lawn areas of the Property shall be kept in a vigorous growing condition by regularly scheduled lawn care practices (i.e., fertilization, irrigation, and similar measures). Each year all dead and sparse grass areas shall be restored to a dense and healthy condition.
3. The Owner shall maintain detention ponds, storm water facilities and natural areas on the Property, if any, by keeping said areas free of debris, mud, and invasive plant species (including, but not limited to, cattails, Phragmites, and purple loosestrife), or other unsightly conditions. Drainage systems shall be kept fully operable as designed and built..
4. Trees and shrubs on the Property shall be pruned and maintained according to standard horticulture practices to keep plants in a neat and healthy condition. Broken, dead and unsafe branches shall be removed as they occur.
5. Trees, shrubs and other plantings on the Property shall be replaced with similar material when individual plantings are more than fifty percent (50%) dead.
6. All planting beds, mulched tree rings, and similar areas on the Property shall be kept weed free and shall have additional shredded bark mulch provided every two (2) years, or sooner if needed.
7. All landscape irrigation systems on the Property shall be kept operable as designed and shall be utilized as site and weather conditions dictate to ensure healthy, quality lawns and landscape throughout the Property.
8. Litter shall be removed from all paved areas, lawns, and planting beds on the Property on an as needed basis to keep the site litter free.
9. Dumpsters and trash containers on the Property shall be kept within dumpster enclosures and shall be serviced as often as necessary to ensure that said dumpsters, trash containers and trash enclosure areas are kept clean and orderly.
10. All paved surfaces, curbs, public and private walks, fencing, signs, lighting and other structures and surfaces on the Property shall be maintained in a complete, safe and attractive condition, as they were originally designed and constructed. Needed repairs or replacements shall be made which conform to the approved City of Southfield site, building, engineering and landscape plans.
11. All paved areas on the Property that are striped shall be re-striped when faded pursuant to applicable City of Southfield Zoning Ordinance specifications.
12. In the event the Owner fails to comply with the terms of this Agreement, Southfield may serve a written notice on the Owner in accordance with the provisions of Section 1.14 of the Southfield City Code setting forth the manner in which there has been failure to comply with this Agreement and requiring that the deficiencies be cured within ten (10) days from the date of said notice. If the deficiencies set forth in the notice shall not be cured within ten (10) days, or any extension thereof granted by Southfield, Southfield shall have a right to enter upon the property and correct such deficiencies, and the cost thereof shall be charged, assessed, and collected pursuant to Section 1.13 of the Southfield City Code.
13. This Agreement shall run with the Property and shall be binding upon the Owner and his successors and assigns.

* BUILDING NAME OR ADDRESS

INDIVIDUAL OWNERSHIP:

(property owner(s) must sign)

Signature of Property Owner

* (type or print name)

Signature

* (type or print name)

Telephone:

** type or print in black ink only*

NOTARY PUBLIC: Please provide the name of the state and county in which this document was signed and all other information required below.

STATE OF _____)

COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,

by _____.
*[type or print name(s) of property owner(s)]

Notary Public _____

County, State of _____

My Commission expires: _____

Drafted by: Southfield City Attorney's Office
Dawn King
26000 Evergreen Road
Southfield, MI 48076

When recorded return to:
City of Southfield Planning Department
Attn: Sarah Mulally
26000 Evergreen Road
Southfield, MI 48076

* BUILDING NAME OR ADDRESS

PARTNERSHIP OWNERSHIP:

(property owner must sign)

* Name of Partnership

By: _____

Signature of Property Owner

* (type or print name)

Its: _____

* Title

Telephone: _____

** type or print in black ink only*

NOTARY PUBLIC: Please provide the name of the state and county in which this document was signed and all other information required below.

STATE OF _____)

COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____, a / the _____ on behalf
*(type or print name of Property Owner) *(title)

of _____, a partnership.
*(type or print name of Partnership)

Notary Public _____

County, State of _____

My Commission expires: _____

Drafted by: Southfield City Attorney's Office
Dawn King
26000 Evergreen Road
Southfield, MI 48076

When recorded return to:
City of Southfield Planning Department
Attn: Sarah Mulally
26000 Evergreen Road
Southfield, MI 48076

* BUILDING NAME OR ADDRESS

CORPORATE OWNERSHIP:

(property owner must sign)

* Name of Corporation

By: _____
Signature of Corporate Officer

* (type or print name)

Its: _____
* Title of Officer

Telephone

** type or print in black ink only*

NOTARY PUBLIC: Please provide the name of the state and county in which this document was signed and all other information required below.

STATE OF _____)

COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __,

by _____, the _____
*(Name of Corporate Officer) *(Title of Officer)

of _____, a _____ corporation, on
*(Name of Corporation) *(State of Incorporation)
behalf of the Corporation.

Notary Public _____

County, State of _____

My Commission expires: _____

Drafted by: Southfield City Attorney's Office
Dawn King
26000 Evergreen Road
Southfield, MI 48076

When recorded return to:
City of Southfield Planning Department
Attn: Sarah Mulally
26000 Evergreen Road
Southfield, MI 48076

*BUILDING NAME OR ADDRESS

If a tenant or management company will be responsible for site maintenance, either the tenant or management company must acknowledge said responsibility on this page (Page 4) of this Agreement. (This tenant/management company acknowledgement of responsibility must be notarized and is required in addition to the Property Owner's acknowledgment on Page 3.)

MANAGEMENT COMPANY

Responsible for Site Maintenance

TENANT

Responsible for Site Maintenance

*Name of Management Company

*Name of Company or Tenant

By:

Signature of Company Officer

By:

Signature of Tenant/Company Officer

*(type or print name)

*(type or print name)

Its:

*Title

Its:

*Title

Telephone

Telephone

****All printing to be in black ink***

NOTARY PUBLIC: Please provide the name of the state and county in which this document was signed and all other information required below.

STATE OF _____)

COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,

by _____
 *[type or print name of person / title / company name]

Notary Public _____

_____ County, State of _____

My Commission expires: _____

Drafted by: Southfield City Attorney's Office
 Dawn King
 26000 Evergreen Road
 Southfield, MI 48076

When recorded return to:
 City of Southfield Planning Department
 Attn: Sarah Mulally
 26000 Evergreen Road
 Southfield, MI 48076

**PUBLIC ART INFORMATION
CITY OF SOUTHFIELD PLANNING DEPARTMENT
APRIL 2016**

Sites shall be designed and developed to contain Public “Works of Art”* unless exempted by the following stipulations (see Section 5.22-5 Public Art, Article 4 General Requirements of the Zoning Ordinance in its entirety for further details). PLEASE CHECK APPLICABLE EXEMPTIONS:

- Projects where the requirement would constitute a governmental taking or otherwise be contrary to law
- ☐ Projects where the total project cost is less than \$1 million dollars.
- ☐ Residential projects with less than 4 residential units.
- ☐ Projects where the applicant donates to the public art fund or donates a “work of art” to the fund that is approved by the Public Art Commission and is of equal value to the requirements established in Sec. 5.22-5 (1)
- ☐ Projects that are renovations of existing buildings where the total project cost is less than \$1.0 million.

Unless exempted by the above, the amount budgeted towards the procurement and display of Public Art should be established based on the following:

| Total Project Cost | Percentage Budget Towards Public Art | Maximum |
|-----------------------------|---|----------------|
| \$1.0 million-\$2.5 million | 0.5% | \$12,500 |
| >2.5 million | 1% | \$25,000 |

*Per Section 1.180(a), Article VI Public Arts Commission, Chapter 4 Boards & Commission, Title I Administration of the Southfield City Code, “Works of Art” shall mean all forms of visual arts, including, but not limited to:

- Sculpture- in any material or combination of materials;
- Painting- all media, including portable and permanently affixed works, such as murals and frescoes;
- Photography;
- Mosaics;
- Mixed media – any combination of forms or media including collage;
- Water features and fountains; and

- Streetscape and landscape features and elements, including signage, lighting, benches, clocks, kiosks, and planters.

I, _____, acknowledge the aforementioned information and will comply with all City regulations pertaining to Public Art within the City of Southfield.

OR

I, _____, acknowledge the aforementioned information and confirm that we are exempt from this requirement.

Signature

Date