



Special City Council Meeting
7:00 PM, MONDAY, SEPTEMBER 28, 2015
Conference Room
Farmington City Hall
23600 Liberty St
Farmington, MI 48335

SPECIAL MEETING AGENDA

1. CALL TO ORDER

Roll Call

2. APPROVAL OF AGENDA

3. PUBLIC COMMENT

4. CONSIDERATION TO APPROVE REDEVELOPMENT LIQUOR LICENSE FOR CHIVE KITCHEN

A. Consideration to Adopt Resolution Authorizing Submittal of Documentation for Redevelopment Liquor License for Sweet Listed LLC Dba Chive Kitchen, 33043 Grand River Avenue

B. Consideration to Adopt Resolution Recommending Approval of Liquor License for Sweet Listed LLC Dba Chive Kitchen

5. REVIEW PROPOSED PURCHASE AGREEMENTS FOR OLD COURTHOUSE PROPERTY

A. Review of Proposal and Purchase Agreement for Old Courthouse Property

6. CONSIDERATION TO ACCEPT DOWNTOWN AREA PLAN

A. Consideration to Accept Downtown Area Plan

7. ECONOMIC AND COMMUNITY DEVELOPMENT PROJECT STATUS UPDATE

A. Economic & Community Development Projects Status Update

8. CLOSED SESSION – PROPERTY ACQUISITION

9. OTHER BUSINESS

10. COUNCIL COMMENT

11. ADJOURNMENT

Motion To Adjourn

Farmington City Council Staff Report

Council Meeting Date:
September 28, 2015

**Reference
Number**

Submitted by: David Murphy, City Manager

Description: Consideration to Adopt Resolution Authorizing Submittal of Documentation for Redevelopment Liquor License for Sweet Listed LLC Dba Chive Kitchen, 33043 Grand River Avenue

Requested Action:

Move to adopt resolution authorizing submittal of documentation for Redevelopment Liquor License for Sweet Listed LLC dba Chive Kitchen, 33042 Grand River Avenue

Background:

The City of Farmington has been approached by Ms. Suzy Silvestre regarding the procurement of a Redevelopment Liquor License, available under Public Act 501 of 2006. Ms. Silvestre is the owner of the anticipated Sweet Listed LLC dba Chive Kitchen restaurant, to be located at 33043 Grand River Avenue, in the Groves Retail Center, within the Downtown Development Authority District.

According to procedural requirements outlined by the Michigan Liquor Control Commission (MLCC), for the applicant to secure a Redevelopment Liquor License, the City of Farmington council must authorize the submittal of information to the MLCC as follows:

- The City Council establishes the Downtown Development Authority District as the redevelopment project area,
- Provides a map which clearly outlines where the development district or area is located within the city,
- Authorizes the City Clerk to certify the statutory provision under which the Farmington Downtown Development Authority was established, and
- Authorizes the City Assessor to submit an affidavit stating the total amount of public and private investments within the DDA district over the preceding five year time period, and authorize the Clerk to certify the affidavit.

If approved, staff will assemble and supply the appropriate materials to Ms. Silvestre to accompany her liquor license application, as required by the MLCC.

Agenda Review

Review:

Annette Knowles Pending

City Manager Pending

City Council Pending 09/28/2015 7:00 PM

RESOLUTION NO. (ID # 2019)



OAKLAND COUNTY EXECUTIVE L. BROOKS PATTERSON

Equalization Division
(248) 858-0740 | equal@oakgov.com

August 24, 2015

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

RE: Affidavit for Michigan Liquor Control Commission

Dear Mr. Murphy:

As per your request, you will find enclosed herewith the Affidavit of David M. Hieber, Assessor for the City of Farmington and Manager of Oakland County Equalization, related Real and Personal Property Private Investments made to those properties located within your **Downtown Development District**. This affidavit has been prepared to enable the advance of your work with the Michigan Liquor Control Commission regarding the liquor licenses available to your community under MCL 436.1521a (1) (b). Further, you will find copies of the worksheets detailing parcel specific investment value for tax years 2011 through 2015 required to support the figures presented in the Affidavit.

If you have any questions, or require my further involvement in this matter, please feel free to contact me by phone at 248.858-4029 or by E-mail at ritchiema@oakgov.com.

Very truly yours,

A handwritten signature in blue ink that reads "Mary E. Ritchie".

Mary E. Ritchie
Appraiser III15_lccaffltr_20.docx
Enclosures

AFFIDAVIT OF DAVID M. HIEBER

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

NOW COMES David M. Hieber, and being first duly sworn, deposes and states as follows:

- 1. That I am the Assessor for the City of Farmington, Oakland County, Michigan and make this Affidavit to the Michigan Liquor Control Commission as required under Section 521a (MCL 436.1521a (1) (b)) of the Michigan Liquor Control Act and in anticipation of applications for public on-premises licenses in addition to those quota licenses allowed the City of Farmington under Section 531 (1).
2. As the Assessor for the City of Farmington and after a diligent inquiry and review of the books and records of the City of Farmington, I hereby certify to the Michigan Liquor Control Commission that the total amount of Private Investment, attributable to Building Permit Activity and new Personal Property, in their Downtown Development District (established under P.A. 197 of 1975) for the five (5) years preceding and ending December 31, 2011 are detailed as follows:

Table with 3 columns: Year, Period, Amount. Rows for 2011-2015.

Further deponent sayeth not.

Signature of David M. Hieber

Subscribed and sworn to before me this 24th day of August, 2015

KIMBERLY D HAMPTON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Sept. 14, 2018
Acting in the County of Oakland

Signature of Kimberly D. Hampton
Notary Public
Oakland County, Michigan

My Commission Expires 9-14-18

City of Farmington
Private Investment - 2011

Private Investment - Real Property

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-23-27-153-008	Q-CO LLC.	33316 GRAND RIVER AVE	6,260
20-23-27-156-004	TURNROSE, NORMAN	32821 GRAND RIVER AVE	171,000
20-23-27-301-058	STIMPSON, AMANDA L	33254 SLOCUM DR	39,020
Total Private Investment Real Property:			216,280

Private Investment - Personal Property

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-000-048	SUNNY DAY CARE & MONTESSORI	33200 SLOCUM DR	1,800
20-99-00-000-052	PREMIER APARTMENTS	23623 FARMINGTON RD	820
20-99-00-001-200	CVS #08048 MARVIN F POER & COMPANY	23301 FARMINGTON RD	3,080
20-99-00-002-026	VISIBLES	33316 GRAND RIVER AVE	2,240
20-99-00-002-031	NEHER SALES & MKT	33604 GRAND RIVER AVE	14,860
20-99-00-002-350	BURGER KING	32704 GRAND RIVER AVE	21,020
20-99-00-003-080	DARRELLS FIRESTONE	23534 FARMINGTON RD	14,440
20-99-00-004-023	PLUS SKATEBOARDING CO	33335 GRAND RIVER AVE	1,500
20-99-00-004-342	DRESS BARN #102	33025 GRAND RIVER AVE	20,580
20-99-00-004-345	DUBIN OPTOMETRIC CLINIC	23342 FARMINGTON RD	860
20-99-00-006-027	M MAZZONI JEWELERS	32726 GRAND RIVER AVE	15,040
20-99-00-006-033	BEYOND SALON	33405 GRAND RIVER AVE	5,220
20-99-00-006-120	FARMINGTON CENTER FLORIST	23340 FARMINGTON RD	5,640
20-99-00-006-210	FARMINGTON INSURANCE AGENCY LLC	33215 GRAND RIVER AVE	6,380
20-99-00-007-009	EDIBLE ARRANGEMENTS	32730 GRAND RIVER AVE	22,460
20-99-00-007-039	LITTLE TREE MASSAGE THERAPY	33425 GRAND RIVER AVE STE 102	1,940
20-99-00-008-003	NEW CEDAR FAMILY RESTAURANT	23336 FARMINGTON RD	2,140
20-99-00-009-001	BELLIS THERAPUTIC SPA	33037 GRAND RIVER AVE	3,180
20-99-00-009-013	GINGERS CAFE & GOURMET SHOPPE	32805 GRAND RIVER AVE	9,500
20-99-00-009-015	INFOMATICS TECHNOLOGIES INC	23629 LIBERTY ST STE 203	100
20-99-00-009-018	MAJESTIC DESIGN INC	23612 FARMINGTON RD	580
20-99-00-009-051	CLIK GROUP	33300 THOMAS ST	11,380
20-99-00-010-033	H & R BLOCK	33185 GRAND RIVER AVE	4,680
20-99-00-010-035	TANGO ASSOCIATES	33300 THOMAS ST	340
20-99-00-011-016	HANDS ON CENTER	32746 GRAND RIVER AVE	14,400
20-99-00-011-017	FARMINGTON THERAPEUTIC MASSAGE	32780 GRAND RIVER AVE # 208A	1,000
20-99-00-011-018	FARMINGTON VILLAGE PHARMACY	32736 GRAND RIVER AVE	10,000
20-99-00-011-021	SWEET REPEATZ	33335 GRAND RIVER AVE	2,500
20-99-00-011-022	SUBURBAN REAL ESTATE GROUP	33425 GRAND RIVER AVE STE B1	5,000
20-99-00-011-023	SPARKLING KIDS SPA AND	33411 GRAND RIVER AVE	30,000
20-99-00-011-024	GREEN OLIVES	23631 FARMINGTON RD	25,000
20-99-00-011-025	THE OLIVE GROVE	33181 GRAND RIVER AVE	5,000
20-99-00-011-026	ILDA'S SALON CHIC	33344 GRAND RIVER AVE	5,000
20-99-00-011-027	BASEMENT BURGER BAR	33316 GRAND RIVER AVE	61,100
20-99-00-011-034	MIKE GREER PHOTOGRAPHER	33316 GRAND RIVER AVE	34,220
20-99-00-011-035	DEDO'S MARKETPLACE	33021 GRAND RIVER AVE	66,060
20-99-00-013-046	ARIEL AUTOMOTIVE INC	33014 GRAND RIVER AVE	20,940
20-99-00-013-085	TJ MAXX #450	33049 GRAND RIVER AVE	3,440
20-99-00-013-170	MERLE NORMAN COSMETICS	23348 FARMINGTON RD	3,540
20-99-00-013-330	MONGE, ELEIZER MD PC	23607 FARMINGTON RD	2,020
20-99-00-015-050	JOHN COWLEY & SONS IRISH TAV	33336 GRAND RIVER AVE	13,440

Private Investment - 2011

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-020-070	THAYER ROCK FUNERAL HOME	33603 GRAND RIVER AVE	80
20-99-00-870-011	CLOTHES ENCOUNTERS	33306 GRAND RIVER AVE	120
20-99-00-880-001	BUYERS BUYERS & KULKARNI LLC	32721 GRAND RIVER AVE	140
20-99-00-880-071	SUNFLOUR BAKEHAUS	33250 GRAND RIVER AVE	240
20-99-00-900-057	VICTORIAN LACE ELEGANCE	23616 FARMINGTON RD	540
20-99-00-910-016	DOTS INC #184	23328 FARMINGTON RD	20
20-99-00-920-041	KAHN ATTY, ANTHONY	33110 GRAND RIVER AVE	1,340
20-99-00-940-070	RAIDER DENNIS AGENCY INC	32770 GRAND RIVER AVE #200 B	12,380
20-99-00-950-006	WARNER, JOAN M INSURANCE	23285 FARMINGTON RD	1,180
20-99-00-950-059	OPPENHEIM, GARY O D , P C	33308 GRAND RIVER AVE	1,360
20-99-00-950-066	BEAD BOHEMIA	33321 GRAND RIVER AVE	100
20-99-00-990-020	RHO MAR AGENCY	32780 GRAND RIVER AVE #210 A	380
20-99-00-990-022	STARBUCKS COFFEE #2269	33199 GRAND RIVER AVE	3,200
Total Private Investment Personal Property:			493,520
Total PRIVATE INVESTMENT Real/Personal Property:			709,800

City of Farmington
Private Investment - 2012

Private Investment - Real Property

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-23-27-301-065	TASI, TIFFANY	33268 SLOCUM DR	46,520
Total Private Investment Real Property:			46,520

Private Investment - Personal Property

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-000-048	SUNNY DAY CARE & MONTESSORI	33200 SLOCUM DR	480
20-99-00-000-075	TECHNOLOGY CONSULTANTS	33505 STATE ST STE 200	160
20-99-00-001-200	CVS #06048 MARVIN F POER & COMPANY	23391 FARMINGTON RD	60,900
20-99-00-002-026	VISIBLES	33316 GRAND RIVER AVE	1,420
20-99-00-002-031	NEHER SALES & MKT	33604 GRAND RIVER AVE	23,040
20-99-00-002-350	BURGER KING	32704 GRAND RIVER AVE	10,160
20-99-00-004-013	COLD STONE CREAMERY	33175 GRAND RIVER AVE	2,300
20-99-00-004-019	MONIS BRIDAL & FASHION INC	32742 GRAND RIVER AVE	900
20-99-00-004-030	DAGWOODS DELI	33179 GRAND RIVER AVE	1,800
20-99-00-004-042	HURLEY FINANCIAL GROUP	23290 FARMINGTON RD	40
20-99-00-004-342	DRESS BARN #102	33025 GRAND RIVER AVE	800
20-99-00-004-345	DUBIN OPTOMETRIC CLINIC	23342 FARMINGTON RD	64,980
20-99-00-005-025	S3 ARCHITECTURE	23629 LIBERTY ST STE 200	200
20-99-00-005-029	FITNESS 19	23296 FARMINGTON RD	6,360
20-99-00-006-027	M MAZZONI JEWELERS	32726 GRAND RIVER AVE	23,080
20-99-00-006-033	BEYOND SALON	33405 GRAND RIVER AVE	1,100
20-99-00-006-044	RAINBOW REHABILITATION CENTER	32715 GRAND RIVER AVE	32,580
20-99-00-006-120	FARMINGTON CENTER FLORIST	23340 FARMINGTON RD	4,760
20-99-00-006-210	FARMINGTON INSURANCE AGENCY LLC	33215 GRAND RIVER AVE	600
20-99-00-006-240	FARMINGTON MASONIC TEMPLE	23715 FARMINGTON RD	260
20-99-00-006-320	FARMINGTON SHOE REPAIR	23704 FARMINGTON RD	140
20-99-00-007-007	CANARY INTL	33335 GRAND RIVER AVE	80
20-99-00-007-013	JUDGE ASSET MANAGEMENT	33212 GRAND RIVER AVE	200
20-99-00-007-026	RUBY BLU SALON	33191 GRAND RIVER AVE	400
20-99-00-007-032	TRE SORELLE	23366 FARMINGTON RD REAR 1	80
20-99-00-008-043	JS JEWELRY	33335 GRAND RIVER AVE STE 4	120
20-99-00-008-057	LOWEN STROLLER CHIROPRACTIC	23280 FARMINGTON RD	1,180
20-99-00-008-090	HEENEY SUNDQUIST FUNERAL	23720 FARMINGTON RD	404,480
20-99-00-008-130	HERZOG, JOHN	23290 FARMINGTON RD	160
20-99-00-009-001	BELLIS THERAPUTIC SPA	33037 GRAND RIVER AVE	180
20-99-00-009-013	GINGERS CAFE & GOURMET SHOPPE	32905 GRAND RIVER AVE	9,140
20-99-00-009-018	MAJESTIC DESIGN INC	23612 FARMINGTON RD	200
20-99-00-010-018	NATIONWIDE INSURANCE	32740 GRAND RIVER AVE	680
20-99-00-010-022	GREATER FARMINGTON AREA	33425 GRAND RIVER AVE STE 101	280
20-99-00-010-023	EVOLVE BODY ART STUDIO	33329 GRAND RIVER AVE	280
20-99-00-010-028	RAJ PARUTHI CPA	23629 LIBERTY ST STE 104	40
20-99-00-010-033	H & R BLOCK	33185 GRAND RIVER AVE	13,460
20-99-00-011-018	FARMINGTON VILLAGE PHARMACY	32736 GRAND RIVER AVE	280
20-99-00-011-025	THE OLIVE GROVE	33181 GRAND RIVER AVE	140
20-99-00-011-027	BASEMENT BURGER BAR	33316 GRAND RIVER AVE	580
20-99-00-011-034	MIKE GREER PHOTOGRAPHER	33316 GRAND RIVER AVE	780
20-99-00-011-170	KORNER BARBER SHOP	33342 GRAND RIVER AVE	1,000
20-99-00-012-009	SARIAN JEWELRY GALLERY	33216 GRAND RIVER AVE	13,120

City of Farmington
Private Investment - 2012

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-012-011	MEN TO BE CAFE	33336 GRAND RIVER AVE	69,480
20-99-00-012-012	PAVERSCAPE	33110 GRAND RIVER AVE	1,000
20-99-00-012-013	CECO	33104 GRAND RIVER AVE	1,300
20-99-00-012-014	TUBBY'S	33171 GRAND RIVER AVE	63,840
20-99-00-012-015	LT GRAPHICS & CONSULTING	33335 GRAND RIVER AVE STE 5	5,000
20-99-00-012-022	LAW OFFICES OF JEFFREY	23623 FARMINGTON RD STE E	2,000
20-99-00-012-023	PETE WILLIAMS INSURANCE	23623 FARMINGTON RD STE C	2,000
20-99-00-012-024	FARMERS INSURANCE	33314 GRAND RIVER AVE	7,900
20-99-00-013-046	ARIEL AUTOMOTIVE INC	33014 GRAND RIVER AVE	4,080
20-99-00-013-085	TJ MAXX #450	33049 GRAND RIVER AVE	49,940
20-99-00-013-170	MERLE NORMAN COSMETICS	23348 FARMINGTON RD	13,340
20-99-00-015-050	JOHN COWLEY & SONS IRISH TAV	33338 GRAND RIVER AVE	4,420
20-99-00-016-020	PAGES FOOD & SPIRITS	23621 FARMINGTON RD	2,500
20-99-00-020-070	THAYER ROCK FUNERAL HOME	33603 GRAND RIVER AVE	2,360
20-99-00-870-011	CLOTHES ENCOUNTERS	33306 GRAND RIVER AVE	100
20-99-00-870-027	THAI KITCHEN	32734 GRAND RIVER AVE	580
20-99-00-870-070	GRAND CLEANERS LLC	32821 GRAND RIVER AVE	780
20-99-00-880-001	BUYERS BUYERS & KULKARNI LLC	32721 GRAND RIVER AVE	360
20-99-00-880-071	SUNFLOUR BAKEHAUS	33250 GRAND RIVER AVE	460
20-99-00-890-023	LUIGIS	23360 FARMINGTON RD	2,180
20-99-00-890-046	MORTGAGE ONE INC	33004 GRAND RIVER AVE	2,160
20-99-00-900-012	CENTER HOLDING CO	33225 GRAND RIVER AVE	60
20-99-00-900-031	HAIR TEAM COMPANY	32732 GRAND RIVER AVE	180
20-99-00-910-037	MANSELL ASSOCIATES INC	33608 GRAND RIVER AVE	740
20-99-00-920-039	JOHNSON REAL ESTATE	33110 GRAND RIVER AVE	180
20-99-00-920-041	KAHN ATTY, ANTHONY	33110 GRAND RIVER AVE	1,340
20-99-00-950-006	WARNER, JOAN M INSURANCE	23285 FARMINGTON RD	1,500
20-99-00-950-059	OPPENHEIM, GARY O D . P C	33308 GRAND RIVER AVE	980
20-99-00-950-066	BEAD BOHEMIA	33321 GRAND RIVER AVE	60
20-99-00-960-038	TIP TOP NAILS	23352 FARMINGTON RD	240
20-99-00-980-029	GLORY SALON II	23346 FARMINGTON RD	680
20-99-00-980-040	METRO COURT REPORTERS	33231 GRAND RIVER AVE	180
20-99-00-990-017	LUZYNSKI & ASSOCIATES C P A . PC	33110 GRAND RIVER AVE	160
20-99-00-990-019	FARMINGTON VILLAGE FAMILY	32754 GRAND RIVER AVE	1,620
20-99-00-990-020	RHO MAR AGENCY	32780 GRAND RIVER AVE #210 A	4,340
20-99-00-990-022	STARBUCKS COFFEE #2289	33199 GRAND RIVER AVE	1,240
20-99-00-990-034	RICE ASSOCIATES	33018 GRAND RIVER AVE	20
20-99-90-950-032	BOTSFORD SYSTEM BUSINESS OFFICE	32780 GRAND RIVER AVE # 206	52,240
Total Private Investment Personal Property:			984,460
Total PRIVATE INVESTMENT Real/Personal Property:			1,030,980

City of Farmington
Private Investment - 2013

Private Investment - Personal Property

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-000-052	PREMIER APARTMENTS	23623 FARMINGTON RD	1,840
20-99-00-000-075	TECHNOLOGY CONSULTANTS	33505 STATE ST STE 200	160
20-99-00-001-200	CVS #08048 MARVIN F POER & COMPANY	23301 FARMINGTON RD	27,860
20-99-00-002-026	VISIBLES	33318 GRAND RIVER AVE	400
20-99-00-002-031	NEHER SALES & MKT	33604 GRAND RIVER AVE	22,960
20-99-00-002-060	HERSHEY ICE CREAM	23629 FARMINGTON RD	340
20-99-00-002-350	BURGER KING	32704 GRAND RIVER AVE	20,500
20-99-00-004-013	COLD STONE CREAMERY	33175 GRAND RIVER AVE	2,100
20-99-00-004-030	DAGWOODS DELI	33179 GRAND RIVER AVE	3,600
20-99-00-004-034	ORIENTAL SPA	33409 GRAND RIVER AVE	20,140
20-99-00-004-042	HURLEY FINANCIAL GROUP	23200 FARMINGTON RD	20
20-99-00-004-282	DIMITRIS FAMILY DINING	33200 GRAND RIVER AVE	440
20-99-00-004-342	DRESS BARN #102	33025 GRAND RIVER AVE	2,920
20-99-00-004-345	DUBIN OPTOMETRIC CLINIC	23342 FARMINGTON RD	1,980
20-99-00-005-025	S3 ARCHITECTURE	23629 LIBERTY ST STE 200	180
20-99-00-006-033	BEYOND SALON	33405 GRAND RIVER AVE	1,020
20-99-00-006-040	JOES HEADQUARTERS	23603 FARMINGTON RD	240
20-99-00-006-044	RAINBOW REHABILITATION CENTER	32715 GRAND RIVER AVE	50,560
20-99-00-006-120	FARMINGTON CENTER FLORIST	23340 FARMINGTON RD	2,160
20-99-00-006-210	FARMINGTON INSURANCE AGENCY LLC	33215 GRAND RIVER AVE	1,820
20-99-00-006-240	FARMINGTON MASONIC TEMPLE	23715 FARMINGTON RD	240
20-99-00-006-320	FARMINGTON SHOE REPAIR	23704 FARMINGTON RD	5,100
20-99-00-007-009	EDIBLE ARRANGEMENTS	32730 GRAND RIVER AVE	1,020
20-99-00-007-013	JUDGE ASSET MANAGEMENT	33212 GRAND RIVER AVE	200
20-99-00-007-026	RUBY BLU SALON	33191 GRAND RIVER AVE	360
20-99-00-007-032	TRE SORELLE	23366 FARMINGTON RD REAR 1	80
20-99-00-008-130	HERZOG, JOHN	23280 FARMINGTON RD	540
20-99-00-009-001	BELLIS THERAPUTIC SPA	33037 GRAND RIVER AVE	160
20-99-00-009-013	GINGERS CAFE & GOURMET SHOPPE	32605 GRAND RIVER AVE	10,180
20-99-00-009-051	CLIK GROUP	33300 THOMAS ST	86,000
20-99-00-010-018	NATIONWIDE INSURANCE	32740 GRAND RIVER AVE	620
20-99-00-010-022	GREATER FARMINGTON AREA	33425 GRAND RIVER AVE STE 101	3,860
20-99-00-010-023	EVOLVE BODY ART STUDIO	33329 GRAND RIVER AVE	260
20-99-00-010-028	RAJ PARUTHI CPA	23629 LIBERTY ST STE 104	20
20-99-00-010-033	H & R BLOCK	33185 GRAND RIVER AVE	6,600
20-99-00-010-036	PROGLYPHICS	33300 THOMAS ST	80
20-99-00-011-022	SUBURBAN REAL ESTATE GROUP	33425 GRAND RIVER AVE STE B1	300
20-99-00-011-034	MIKE GREER PHOTOGRAPHER	33316 GRAND RIVER AVE	840
20-99-00-011-170	KORNER BARBER SHOP	33342 GRAND RIVER AVE	80
20-99-00-012-011	MENTOBE CAFE	33336 GRAND RIVER AVE	6,460
20-99-00-012-014	TUBBY'S	33171 GRAND RIVER AVE	300
20-99-00-012-023	PETE WILLIAMS INSURANCE	23623 FARMINGTON RD STE C	40
20-99-00-012-024	FARMERS INSURANCE	33314 GRAND RIVER AVE	1,140
20-99-00-013-008	LITITOS NAIL SALON	23612 FARMINGTON RD	9,600
20-99-00-013-013	CHULIBUL	32809 GRAND RIVER AVE	25,000
20-99-00-013-014	PAINTING WITH A TWIST	33033 GRAND RIVER AVE	5,000
20-99-00-013-015	ESSENTIAL FAMILY CHIROPRACTIC	33211 GRAND RIVER AVE	15,000
20-99-00-013-016	EVANGELICAL HOMES OF	33425 GRAND RIVER AVE STE 201	10,000
20-99-00-013-017	ADVANCED SAFETY GRAPHICS	23629 LIBERTY ST STE 201	10,000
20-99-00-013-020	SPRAYCHIC AIRBRUSH TANNING	33335 GRAND RIVER AVE	5,000

Private Investment - 2013

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-013-022	SILVER BIRCH	33335 GRAND RIVER AVE	1,000
20-99-00-013-048	ARIEL AUTOMOTIVE INC	33014 GRAND RIVER AVE	2,580
20-99-00-013-085	TJ MAXX #450	33049 GRAND RIVER AVE	6,680
20-99-00-015-050	JOHN COWLEY & SONS IRISH TAV	33338 GRAND RIVER AVE	33,480
20-99-00-016-020	PAGES FOOD & SPIRITS	23521 FARMINGTON RD	2,280
20-99-00-020-070	THAYER ROCK FUNERAL HOME	33603 GRAND RIVER AVE	1,620
20-99-00-870-011	CLOTHES ENCOUNTERS	33306 GRAND RIVER AVE	80
20-99-00-870-070	GRAND CLEANERS LLC	32821 GRAND RIVER AVE	720
20-99-00-880-001	BUYERS BUYERS & KULKARNI LLC	32721 GRAND RIVER AVE	980
20-99-00-880-071	SUNFLOUR BAKEHAUS	33250 GRAND RIVER AVE	2,040
20-99-00-890-023	LUIGIS	23360 FARMINGTON RD	2,000
20-99-00-890-046	MORTGAGE ONE INC	33004 GRAND RIVER AVE	1,960
20-99-00-900-057	VICTORIAN LACE ELEGANCE	23616 FARMINGTON RD	60
20-99-00-910-023	GARDEN CITY UPHOLSTERY OF	32725 GRAND RIVER AVE	1,180
20-99-00-910-035	KITCHEN MASTER INC	33401 GRAND RIVER AVE	380
20-99-00-910-037	MANSSELL ASSOCIATES INC	33608 GRAND RIVER AVE	680
20-99-00-920-039	JOHNSON REAL ESTATE	33110 GRAND RIVER AVE	160
20-99-00-920-041	KAHN ATTY, ANTHONY	33110 GRAND RIVER AVE	180
20-99-00-930-016	FARMINGTON ALTERATION & TAILORING	33335 GRAND RIVER AVE	60
20-99-00-940-015	CROMWELL, JONATHAN D DC PC	23280 FARMINGTON RD	25,220
20-99-00-940-070	RAIDER DENNIS AGENCY INC	32770 GRAND RIVER AVE #200 B	360
20-99-00-950-086	BEAD BOHEMIA	33321 GRAND RIVER AVE	80
20-99-00-960-038	TIP TOP NAILS	23352 FARMINGTON RD	220
20-99-00-980-029	GLORY SALON & SPA	23346 FARMINGTON RD	620
20-99-00-980-040	METRO COURT REPORTERS	33231 GRAND RIVER AVE	160
20-99-00-980-046	SALON LEGATO	33318 GRAND RIVER AVE	500
20-99-00-990-017	LUZYNSKI & ASSOCIATES C P A . PC	33110 GRAND RIVER AVE	140
20-99-00-990-019	FARMINGTON VILLAGE FAMILY	32754 GRAND RIVER AVE	1,480
20-99-00-990-022	STARBUCKS COFFEE #2289	33199 GRAND RIVER AVE	5,000
20-99-00-990-034	RICE ASSOCIATES	33018 GRAND RIVER AVE	20
20-99-90-950-032	BOTSFORD SYSTEM BUSINESS OFFICE	32780 GRAND RIVER AVE # 206	3,240
Total Private Investment Personal Property:			460,280
Total PRIVATE INVESTMENT Real/Personal Property:			460,280

City of Farmington
Private Investment - 2014

Private Investment - Personal Property

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-000-048	SUNNY DAY CARE & MONTESSORI	33200 SLOCUM DR	1,960
20-99-00-000-075	TECHNOLOGY CONSULTANTS	33605 STATE ST STE 200	100
20-99-00-001-200	CVS #08048	23391 FARMINGTON RD	71,180
20-99-00-002-031	NEHER SALES & MKT	33604 GRAND RIVER AVE	15,080
20-99-00-002-060	HERSHEY ICE CREAM	23629 FARMINGTON RD	240
20-99-00-004-013	COLD STONE CREAMERY	33175 GRAND RIVER AVE	1,440
20-99-00-004-342	DRESS BARN #102	33025 GRAND RIVER AVE	188,580
20-99-00-005-025	S3 ARCHITECTURE	23629 LIBERTY ST STE 200	120
20-99-00-005-029	FITNESS 19	23296 FARMINGTON RD	47,960
20-99-00-006-025	KOREA HOUSE	32758 GRAND RIVER AVE	1,340
20-99-00-006-044	RAINBOW REHABILITATION CENTER	32715 GRAND RIVER AVE	71,440
20-99-00-007-026	RUBY BLU SALON	33191 GRAND RIVER AVE	240
20-99-00-007-032	TRE SORELLE	23366 FARMINGTON RD REAR 1	60
20-99-00-009-001	BELLIS THERAPUTIC SPA	33037 GRAND RIVER AVE	100
20-99-00-009-051	CLIK GROUP	33300 THOMAS ST	26,940
20-99-00-010-018	NATIONWIDE INSURANCE	32740 GRAND RIVER AVE	420
20-99-00-010-023	EVOLVE BODY ART STUDIO	33329 GRAND RIVER AVE	180
20-99-00-010-028	RAJ PARUTHI CPA	23629 LIBERTY ST STE 104	20
20-99-00-011-034	MIKE GREER PHOTOGRAPHER	33316 GRAND RIVER AVE	580
20-99-00-011-035	ZAM ZAM MARKET	33021 GRAND RIVER AVE	480
20-99-00-012-009	SARIAN JEWELRY GALLERY	33216 GRAND RIVER AVE	200
20-99-00-013-013	BRISKET GOURMET SANDWICHES INC	32809 GRAND RIVER AVE	400
20-99-00-013-014	PAINTING WITH A TWIST	33033 GRAND RIVER AVE	80
20-99-00-013-015	ESSENTIAL FAMILY CHIROPRACTIC	33211 GRAND RIVER AVE	240
20-99-00-013-022	SILVER BIRCH	33335 GRAND RIVER AVE	20
20-99-00-013-085	TJ MAXX #450	33048 GRAND RIVER AVE	191,220
20-99-00-014-003	ARTISAN KNITWORKS	23616 FARMINGTON RD	1,000
20-99-00-014-007	OFF THE BEATEN PATH	33314 GRAND RIVER AVE	1,000
20-99-00-014-022	LOS TRES AMIGOS	33200 GRAND RIVER AVE	130,000
20-99-00-014-028	THE SCENTED BEAN	33335 GRAND RIVER AVE	1,000
20-99-00-015-050	JOHN COWLEY & SONS IRISH TAV	33338 GRAND RIVER AVE	42,700
20-99-00-016-020	PAGES FOOD & SPIRITS	23621 FARMINGTON RD	1,560
20-99-00-020-070	THAYER ROCK FUNERAL HOME	33803 GRAND RIVER AVE	21,680
20-99-00-022-045	VILLAGE SHOE INN	33224 GRAND RIVER AVE	580
20-99-00-870-027	THAI KITCHEN	32734 GRAND RIVER AVE	320
20-99-00-870-070	ECO CLEANERS	32330 GRAND RIVER AVE	500
20-99-00-880-001	BUYERS & KULKARNI LLC	32721 GRAND RIVER AVE	920
20-99-00-900-057	VICTORIAN LACE ELEGANCE	23616 FARMINGTON RD	40
20-99-00-920-039	JOHNSON REAL ESTATE	33110 GRAND RIVER AVE	120
20-99-00-920-041	KAHN ATTY, ANTHONY	33110 GRAND RIVER AVE	1,000
20-99-00-930-016	FARMINGTON ALTERATION & TAILORING	33335 GRAND RIVER AVE	40
20-99-00-940-015	CROMWELL, JONATHAN D DC PC	23280 FARMINGTON RD	560
20-99-00-950-059	OPPENHEIM, GARY O D . P C	33308 GRAND RIVER AVE	280
20-99-00-960-038	TIP TOP NAILS	23352 FARMINGTON RD	160
20-99-00-980-040	METRO COURT REPORTERS	33231 GRAND RIVER AVE	120
20-99-00-990-017	LUZYSKI & ASSOCIATES C P A . PC	33110 GRAND RIVER AVE	100

City of Birmingham
Private Investment - 2014

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-990-022	STARBUCKS COFFEE #2289	33199 GRAND RIVER AVE	8,460
20-99-00-990-034	RICE ASSOCIATES	33018 GRAND RIVER AVE	20
Total Private Investment Personal Property:			832,780
Total PRIVATE INVESTMENT Real/Personal Property:			832,780

Private Investment - 2015

Private Investment - Real Property

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-23-27-156-004	TURNROSE, NORMAN	32821 GRAND RIVER AVE	72,640
Total Private Investment Real Property:			72,640

Private Investment - Personal Property

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-000-048	SUNNY DAY CARE & MONTESSORI	33200 SLOCUM DR	240
20-99-00-000-075	TECHNOLOGY CONSULTANTS	33505 STATE ST STE 200	100
20-99-00-001-200	CVS #08048	23381 FARMINGTON RD	10,460
20-99-00-002-060	HERSHEY ICE CREAM	23629 FARMINGTON RD	240
20-99-00-002-350	BURGER KING	32704 GRAND RIVER AVE	60
20-99-00-004-013	COLD STONE CREAMERY	33175 GRAND RIVER AVE	1,460
20-99-00-004-342	DRESS BARN #102	33025 GRAND RIVER AVE	27,380
20-99-00-005-025	S3 ARCHITECTURE	23629 LIBERTY ST STE 200	120
20-99-00-005-029	FITNESS 19	23296 FARMINGTON RD	9,720
20-99-00-006-040	JOES HEADQUARTERS	23803 FARMINGTON RD	10,000
20-99-00-008-044	RAINBOW REHABILITATION CENTER	32715 GRAND RIVER AVE	3,080
20-99-00-008-240	FARMINGTON MASONIC TEMPLE	23715 FARMINGTON RD	5,000
20-99-00-008-450	FOCAL POINT STUDIO OF	33431 GRAND RIVER AVE	128,680
20-99-00-007-013	JUDGE ASSET MANAGEMENT	33212 GRAND RIVER AVE	2,920
20-99-00-007-026	RUBY BLU SALON	33191 GRAND RIVER AVE	260
20-99-00-007-032	TRE SORELLE	23366 FARMINGTON RD REAR 1	60
20-99-00-007-170	GRACE, GERALD C AGENCY INC	33304 GRAND RIVER AVE	8,960
20-99-00-008-003	NEW CEDAR FAMILY RESTAURANT	23336 FARMINGTON RD	81,740
20-99-00-008-090	HEENEY SUNDQUIST FUNERAL	23720 FARMINGTON RD	3,560
20-99-00-009-001	BELLIS THERAPUTIC SPA	33037 GRAND RIVER AVE	120
20-99-00-009-051	CLIK GROUP	33300 THOMAS ST	8,900
20-99-00-010-023	EVOLVE BODY ART STUDIO	33329 GRAND RIVER AVE	180
20-99-00-010-024	THE VINES	33245 GRAND RIVER AVE	6,260
20-99-00-010-036	PROGLYPHICS	33300 THOMAS ST	2,940
20-99-00-011-022	SUBURBAN REAL ESTATE GROUP	33425 GRAND RIVER AVE STE B1	20
20-99-00-011-027	BASEMENT BURGER BAR	33316 GRAND RIVER AVE	11,280
20-99-00-011-034	MIKE GREER PHOTOGRAPHER	33316 GRAND RIVER AVE	580
20-99-00-011-035	ZAM ZAM MARKET	33021 GRAND RIVER AVE	480
20-99-00-012-023	PETE WILLIAMS INSURANCE	23623 FARMINGTON RD STE C	2,040
20-99-00-013-014	PAINTING WITH A TWIST	33033 GRAND RIVER AVE	80
20-99-00-013-015	ESSENTIAL FAMILY CHIROPRACTIC	33211 GRAND RIVER AVE	240
20-99-00-013-017	ADVANCED SAFETY GRAPHICS	23629 LIBERTY ST STE 201	80
20-99-00-013-022	SILVER BIRCH	33335 GRAND RIVER AVE	20
20-99-00-013-046	ARIEL AUTOMOTIVE INC	33014 GRAND RIVER AVE	75,660
20-99-00-013-085	TJ MAXX #450	33049 GRAND RIVER AVE	14,280
20-99-00-014-006	TRUE NORTH CHRISTIAN COUNSELING	33100 GRAND RIVER AVE	1,000
20-99-00-014-007	OFF THE BEATEN PATH	33314 GRAND RIVER AVE	20
20-99-00-014-022	LOS TRES AMIGOS	33200 GRAND RIVER AVE	153,280
20-99-00-014-028	THE SCENTED BEAN	33335 GRAND RIVER AVE	20
20-99-00-015-011	CAKE LUV	33335 GRAND RIVER AVE	2,500
20-99-00-015-012	PELLA SANA SPA	33335 GRAND RIVER AVE	2,740
20-99-00-015-014	DYNAMIC WEALTH SOLUTIONS LLC	23623 FARMINGTON RD STE E	2,500
20-99-00-015-023	MOTHER MARYS TOFFEE COMPANY	32809 GRAND RIVER AVE	20,000

Private Investment - 2015

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
20-99-00-015-033	I HEART MASSAGE	33100 GRAND RIVER AVE	1,000
20-99-00-015-034	CHEESE LADY, THE	33041 GRAND RIVER AVE	25,000
20-99-00-015-038	ALL ABOUT WOMENS HEALTH	33104 GRAND RIVER AVE	2,500
20-99-00-015-039	GRAND BAKERY & CAFE	32821 GRAND RIVER AVE	120,000
20-99-00-015-044	DESIGN SEWING STUDIO	33335 GRAND RIVER AVE	1,000
20-99-00-015-051	FARMINGTON BREWING CO	33338 GRAND RIVER AVE	75,000
20-99-00-015-052	BAKER'S STUDIO	33316 GRAND RIVER AVE FL 1ST	1,000
20-99-00-015-055	RUMI-MEDITERRANEAN PERSIAN	23631 FARMINGTON RD	50,000
20-99-00-016-020	PAGES FOOD & SPIRITS	23621 FARMINGTON RD	1,580
20-99-00-022-045	VILLAGE SHOE INN	33224 GRAND RIVER AVE	580
20-99-00-870-027	THAI KITCHEN	32734 GRAND RIVER AVE	320
20-99-00-890-023	LUIGIS	23380 FARMINGTON RD	1,300
20-99-00-890-046	MORTGAGE ONE INC	33004 GRAND RIVER AVE	66,560
20-99-00-900-031	HAIR TEAM COMPANY	32732 GRAND RIVER AVE	6,520
20-99-00-900-057	VICTORIAN LACE ELEGANCE	23616 FARMINGTON RD	40
20-99-00-920-039	JOHNSON REAL ESTATE	33110 GRAND RIVER AVE	120
20-99-00-930-016	FARMINGTON ALTERATION & TAILORING	33335 GRAND RIVER AVE	40
20-99-00-960-038	TOP NAILS	23352 FARMINGTON RD	160
20-99-00-990-018	MIDWESTERN DNTL OF FARMINGTON PLLC	32750 GRAND RIVER AVE	660
20-99-00-990-022	STARBUCKS COFFEE #2289	33199 GRAND RIVER AVE	20,480
20-99-00-990-034	RICE ASSOCIATES	33018 GRAND RIVER AVE	20
Total Private Investment Personal Property:			973,140
Total PRIVATE INVESTMENT Real/Personal Property:			1,045,780

**Farmington City Council
Staff Report**
Council Meeting Date:
September 28, 2015

**Reference
Number**
Submitted by: David Murphy, City Manager

Description: Consideration to Adopt Resolution Recommending Approval of Liquor License for Sweet Listed LLC Dba Chive Kitchen

Requested Action:

Approve resolution authorizing a new Class C Redevelopment Liquor License for Sweet Listed LLC dba Chive Kitchen, to be located at 33043 Grand River Avenue

Background:

Ms. Suzy Silvestre is requesting a new Class C Redevelopment Liquor License under Public Act 501 of 2006. The new license will be used to open a new business, Sweet Listed LLC dba Chive Kitchen, to be located at 33043 Grand River Avenue, in the Groves Retail Center, within the Downtown Development Authority District. Sweet Listed LLC dba Chive Kitchen is projected to open in December, 2015, and will provide local plant-based foods to Downtown Farmington patrons. The primary focus of the restaurant is vegetarian food service during breakfast, lunch and dinner.

An interview and background investigation by the City of Farmington Department of Public Safety is pending.

Agenda Review
Review:

David M. Murphy Pending
City Manager Pending
City Council Pending 09/28/2015 7:00 PM

RESOLUTION NO. (ID # 2020)



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: PO Box 30005, Lansing, MI 48909
Toll Free (866) 813-0011 + www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new license application and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution, or provide a resolution, along with certification from the clerk, or adopted minutes from the meeting at which this request was considered.

At a regular meeting of the City of Farmington council/board
(regular or special) (township, city, village)
called to order by _____ on Sep 28, 2015 at 7:00p.m.
(date) (time)
the following resolution was offered:

Moved by _____ and supported by _____
that the application from Sweet Listed LLC dba Chive Kitchen
(name of applicant)

for the following license(s): new Class C issued pursuant to MCL436.1521a(1)(b) located in the DDA District

to be located at 33043 Grand River Avenue

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____
(regular or special) (date) (township, city, village)

Name and title of authorized clerk (please print): _____

Signature of authorized clerk and date: _____

Phone number and e-mail of authorized officer: _____

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Melissa Andrade - MLCC Background for Chive Kitchen

From: Frank Demers
To: David Murphy
Date: 9/28/2015 12:42 PM
Subject: MLCC Background for Chive Kitchen
Cc: Melissa Andrade; Warthman, Ted; Annette Knowles

Mr. Murphy,

Please be advised that Sgt. Richard Friess conducted a background investigation for the proposed liquor license at 33043 Grand River Ave (Chive Kitchen). Sgt. Friess confirmed through interviews and other supporting documents that the applicant, Suzana Silvestre, has nothing in her background that would generate concerns about her ability to be a responsible liquor license holder. Therefore, the public safety department can recommend approval in moving forward with her plans to serve beer, wine and liquor at the proposed location.

Please contact me if you have any questions or concerns.

Frank J Demers
Director
City of Farmington Public Safety Department
Desk: [248-474-5500](tel:248-474-5500), [Ext.2235](tel:248-474-2235)
Fax: [248-442-9815](tel:248-442-9815)

Farmington Public Safety Mission: *We pledge to enhance the quality of life, safety and security of the community with professional services that value and respect the civil rights of all people.*

**Farmington City Council
Staff Report**
Council Meeting Date:
September 28, 2015

**Reference
Number
(ID # 2016)**
Submitted by: David Murphy, City Manager

Description: Review of Proposal and Purchase Agreement for Old Courthouse Property

Requested Action:
Background:

This item is a continued discussion and review of a proposal and a draft purchase agreement for the old courthouse property. Attached is background information and copies of both the recently submitted proposal and purchase agreement.

Agenda Review
Review:

David M. Murphy	Skipped	09/21/2015 12:40 PM
City Manager	Skipped	09/21/2015 12:40 PM
City Council Completed		09/21/2015 6:00 PM
City Council Pending		09/28/2015 7:00 PM

BUILDING SITE ALMOST 4 ACRES. CITY WILL ALLOW MANY USES.



32795 W 10 Mile Rd
 Farmington, Michigan

F O R S A L E

Exclusively listed by

Dan Blugerman, CCIM
Vice President
 T: 248.476.3700
 F: 248.476.3560
dblugerman@thomasduke.com

THOMAS A. DUKE COMPANY
 COMMERCIAL & INVESTMENT REALTORS

www.thomasduke.com

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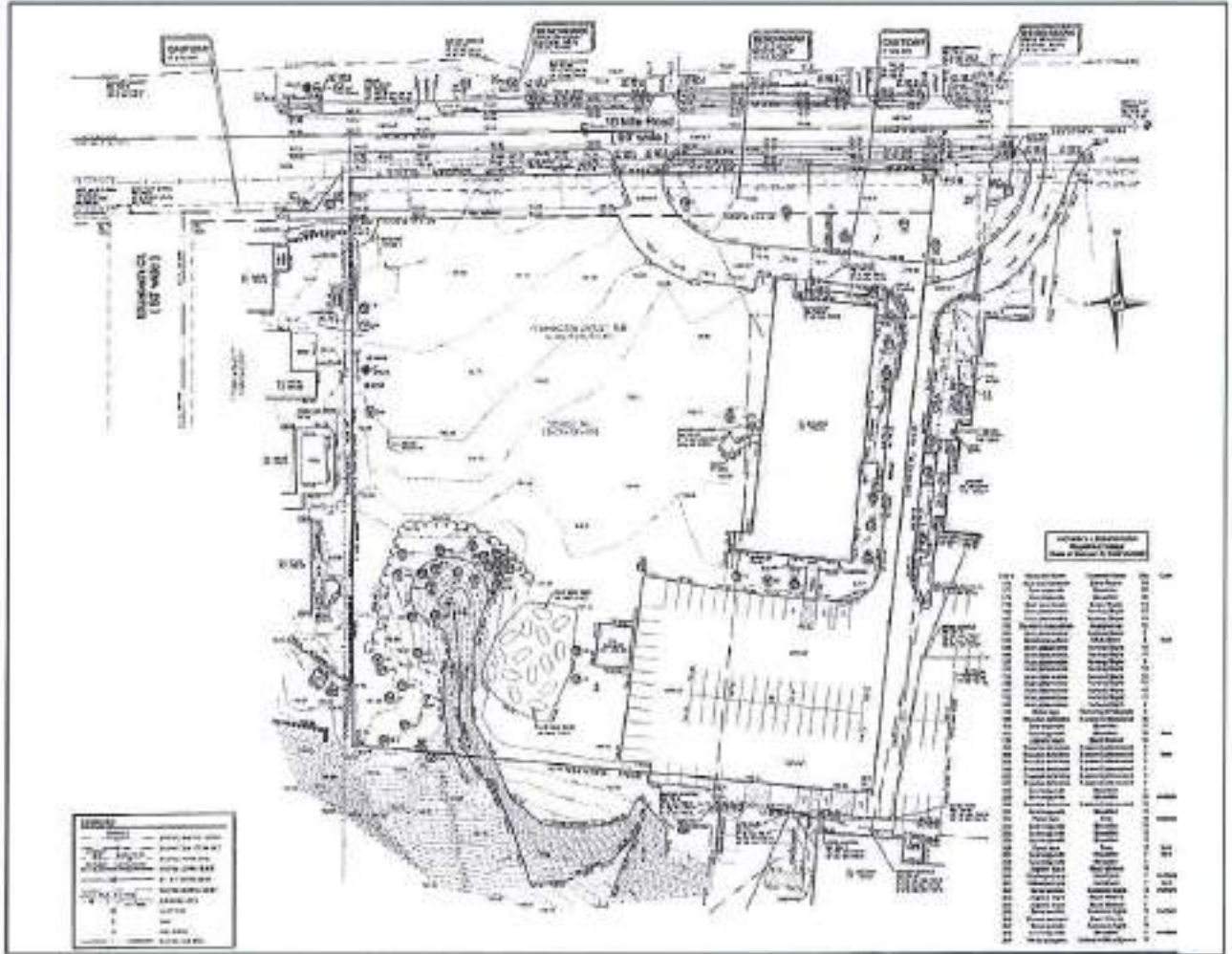
EXTERIOR PROPERTY PICTURES



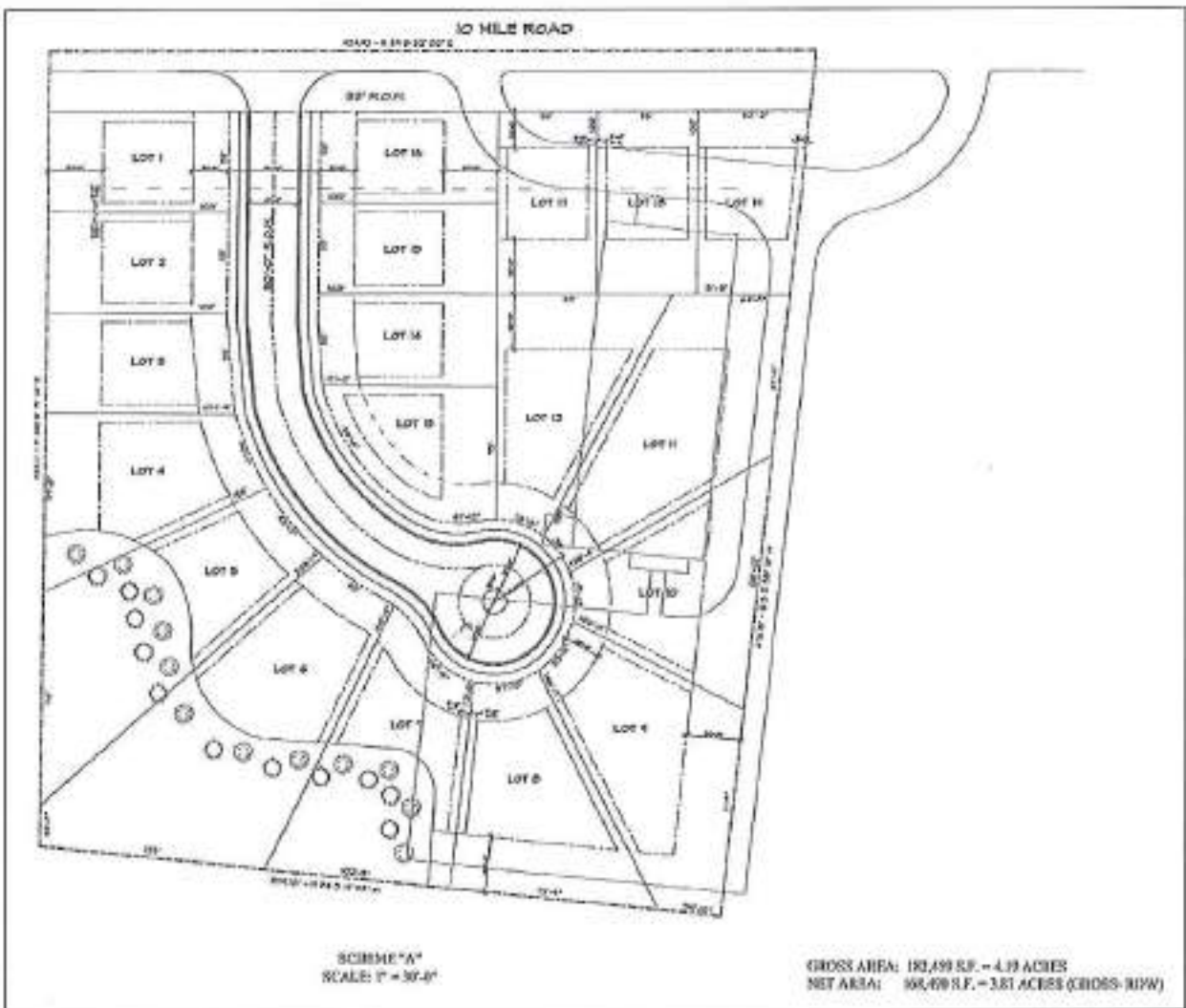
PROPERTY DESCRIPTION

PROPERTY ADDRESS	32795 W. 10 Mile Road, Farmington, MI
LOCATION MARKET	On the south side of 10 Mile Road, east of Farmington Road, west of Power Road.
PARCEL ID NUMBER	23-27-126-004
LEGAL DESCRIPTION	T1N, R9E, SEC 27 FARMINGTON WOODS ALL THAT PART OF LOTS 1 TO 4 INCL & LOTS 25 TO 29 INCL & LOTS 49 & 50 ALL DESC AS BEG AT PT DIST S 89-52-02 W 886.53 FT FROM N 1/4 COR, TH S 05-58-12 W 475.18 FT, TH N 84-19-53 W 379.78 FT, TH N 00-19-14 E 434.11 FT, TH N 89-52-02 E 424.92 FT TO BEG
ZONING	R1 – Residential Single Family, Duplex, Senior Living, and other uses possible. Seller is City of Farmington, which will consider all uses compatible with surrounding areas.
UTILITIES	City Water and Sewer
SURROUNDING BUSINESSES	Farmington Public Schools central office and transportation center. Our Lady of Sorrows Church and School.
SIZE	Land: 3.87 Acres Building: 15,652 SF
YEAR BUILT	1950's, converted to 47 th District Court in 1978
OCCUPANCY	Seller wants proposal that includes demolition of current building. The price has been adjusted to allow for this expense to Purchaser.
SALE PRICE	\$425,000.00
TERMS	Seller will consider the income from future real estate taxes and the addition of new households to the community when evaluating purchase and development proposals.

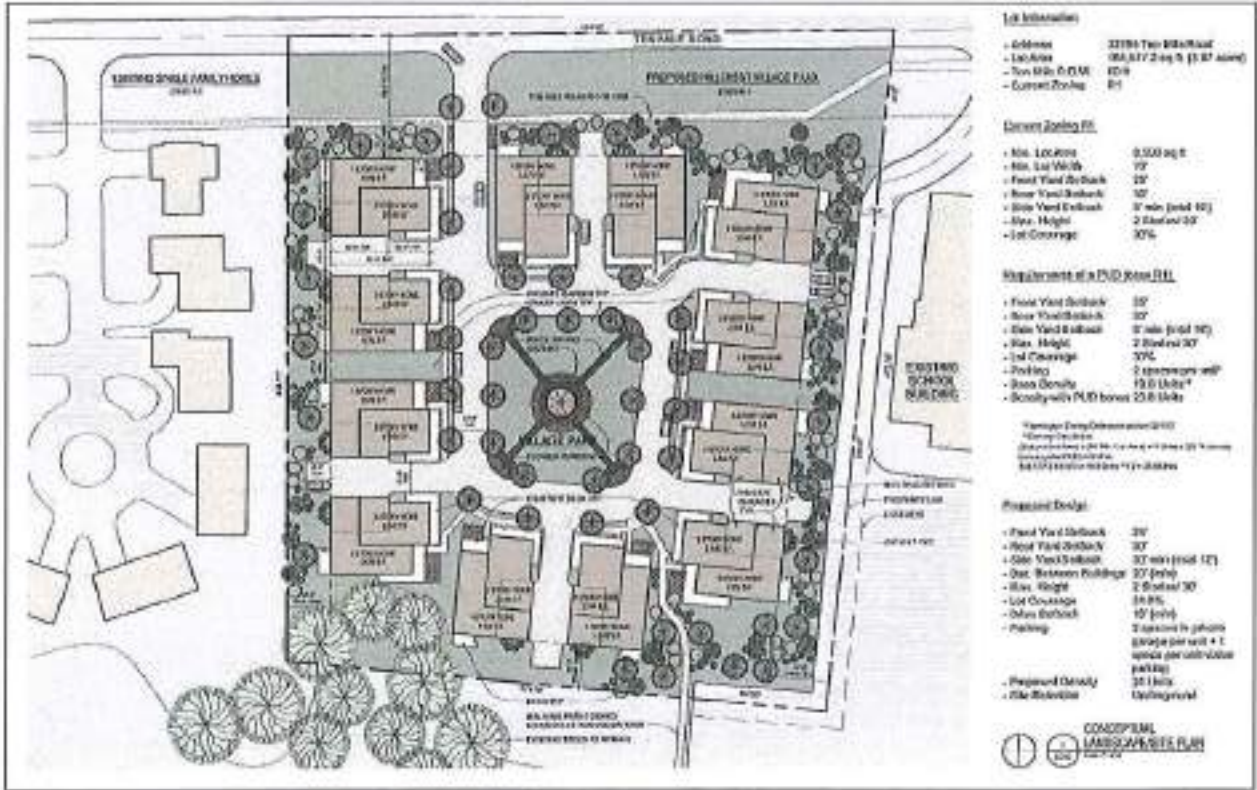
SURVEY



CONCEPTUAL PLAN A



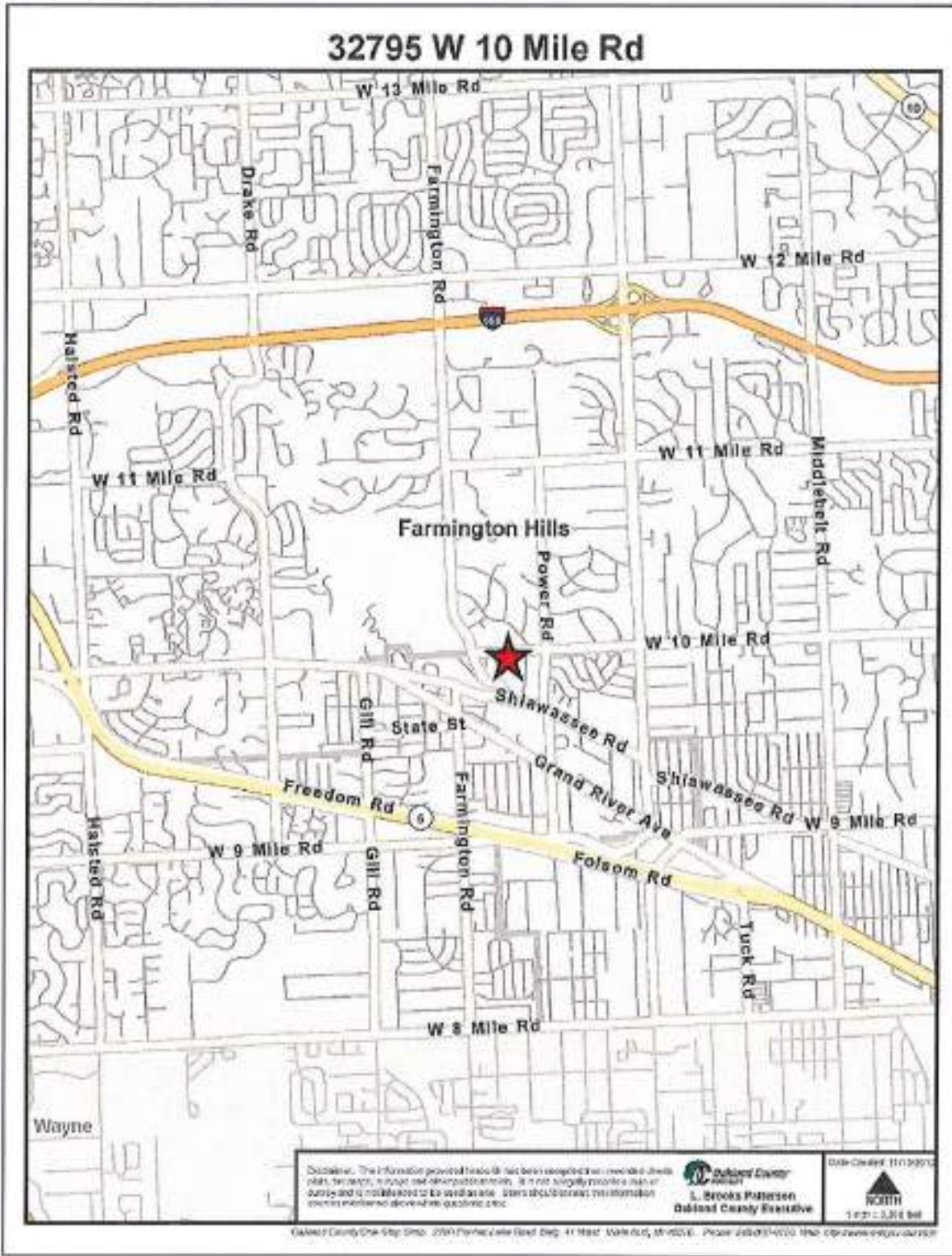
CONCEPTUAL PLAN B



AERIAL



AREA MAP





32795 W 10 Mile Rd
32735 W 10 Mile Rd, Farmington, MI, 48336
Ring: 1, 3, & 5 Miles

Executive Summary
Prepared by Thomas Duke

Latitude: 42.483769
Longitude: -83.3716

	1 mile radius	3 miles radius	6 miles radius
2010 Population			
Total Population	6,643	75,120	100,660
Male Population	48.5%	48.3%	48.2%
Female Population	51.5%	51.7%	51.8%
Median Age	48.7	41.1	41.6
2010 Income			
Median HH Income	\$72,610	\$75,140	\$75,140
Per Capita Income	\$41,957	\$39,761	\$39,524
Average HH Income	\$90,385	\$92,002	\$96,190
2010 Households			
Total Households	2,943	32,000	41,032
Average Household Size	2.21	2.31	2.39
2010 Housing			
Owner Occupied Housing Units	73.3%	58.6%	63.5%
Renter Occupied Housing Units	21.0%	34.6%	29.3%
Vacant Housing Units	5.2%	6.8%	7.3%
Population			
1990 Population	9,744	69,710	193,372
2000 Population	6,737	75,394	200,018
2010 Population	6,643	75,120	193,660
2015 Population	6,585	74,330	191,034
1990-2000 Annual Rate	-0.01%	0.70%	0.70%
2000-2010 Annual Rate	-0.14%	-0.03%	-0.07%
2010-2015 Annual Rate	-0.24%	-0.21%	-0.27%

In the identified market area, the current year population is 100,660. In 2000, the Census count in the market area was 200,018. The rate of change since 2000 was -0.07 percent annually. The five-year projection for the population in the market area is 108,034, representing a change of -0.27 percent annually from 2010 to 2015. Currently, the population is 48.2 percent male and 51.8 percent female.

	1 mile radius	3 miles radius	6 miles radius
Households			
1990 Households	2,885	28,507	73,492
2000 Households	2,927	31,740	42,128
2010 Households	2,943	32,000	41,032
2015 Households	2,923	31,771	41,385
1990-2000 Annual Rate	0.31%	1.06%	1.13%
2000-2010 Annual Rate	0.06%	0.06%	-0.00%
2010-2015 Annual Rate	-0.14%	-0.15%	-0.23%

The household count in this market area has changed from 42,128 in 2000 to 41,032 in the current year; a change of -0.02 percent annually. The five-year projection of households is 42,260, a change of -0.23 percent annually from the current year total. Average household size is currently 2.39, compared to 2.40 in the year 2000. The number of families in the current year is 42,260 in the market area.

Housing

Currently, 63.5 percent of the 41,032 housing units in the market area are owner occupied; 29.3 percent renter occupied; and 7.3 percent are vacant. In 2000, there were 42,128 housing units - 67.3 percent owner occupied, 29.5 percent renter occupied and 3.7 percent vacant. The rate of change in housing units since 2000 is 0.38 percent. Median home value in the market area is \$158,548, compared to a median home value of \$197,910 for the U.S. In five years, median home value is projected to change by 0.6 percent annually to \$161,314. From 2000 to the current year, median home value changed by -1.71 percent annually.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. Estimates for 2010 and 2015. Estimates versus 1990 Census data use 2000 projections.



32795 W 10 Mile Rd
 32795 W 10 Mile Rd, Farmington, MI, 48334
 Blng: 1, 2, 5 199a

Executive Summary

Prepared by Thomas Duke

Latitude: 42.469729

Longitude: -83.2796

	1 mile radius	3 mile radius	5 mile radius
Median Household Income			
1990 Median HH Income	\$40,487	\$46,042	\$47,928
2000 Median HH Income	\$51,503	\$61,093	\$62,691
2010 Median HH Income	\$72,613	\$75,140	\$75,149
2015 Median HH Income	\$94,034	\$97,028	\$95,214
1990-2000 Annual Rate	4.3%	2.91%	2.72%
2000-2010 Annual Rate	1.8%	2.04%	1.78%
2010-2015 Annual Rate	2.68%	2.09%	2.57%
Per Capita Income			
1990 Per Capita Income	\$21,285	\$22,492	\$23,130
2000 Per Capita Income	\$34,932	\$32,616	\$33,335
2010 Per Capita Income	\$41,357	\$39,761	\$39,804
2015 Per Capita Income	\$47,957	\$45,170	\$45,152
1990-2000 Annual Rate	5.18%	3.85%	3.72%
2000-2010 Annual Rate	1.81%	1.05%	1.75%
2010-2015 Annual Rate	2.68%	2.56%	2.55%
Average Household Income			
1990 Average Household Income	\$47,015	\$54,324	\$58,734
2000 Average Household Income	\$77,589	\$76,559	\$80,907
2010 Average HH Income	\$90,385	\$82,022	\$86,100
2015 Average HH Income	\$102,629	\$104,222	\$108,911
1990-2000 Annual Rate	5.13%	3.46%	3.25%
2000-2010 Annual Rate	1.5%	1.81%	1.7%
2010-2015 Annual Rate	2.68%	2.52%	2.61%

Households by Income

Current median household income is \$75,149 in the market area, compared to \$94,642 for all U.S. households. Median household income is projected to be \$95,214 in five years. In 2000, median household income was \$62,691, compared to \$47,928 in 1990.

Current average household income is \$98,103 in this market area, compared to \$70,173 for all U.S. households. Average household income is projected to be \$108,911 in five years. In 2000, average household income was \$80,907, compared to \$58,734 in 1990.

Current per capita income is \$39,804 in the market area, compared to the U.S. per capita income of \$28,739. The per capita income is projected to be \$45,152 in five years. In 2000, the per capita income was \$33,335, compared to \$23,130 in 1990.

Population by Employment

Total Businesses	488	3,600	11,150
Total Employees	3,783	43,491	141,948

Currently, 87.4 percent of the civilian labor force in the identified market area is employed and 12.6 percent are unemployed. In comparison, 85.2 percent of the U.S. civilian labor force is employed, and 14.8 percent are unemployed. In five years the rate of employment in the market area will be 88.8 percent of the civilian labor force, and unemployment will be 11.2 percent. The percentage of the U.S. civilian labor force that will be employed in five years is 91.2 percent, and 8.8 percent will be unemployed. In 2000, 86.7 percent of the population aged 16 years or older in the market area participated in the labor force, and 13.3 percent were in the Armed Forces.

In the current year, the occupational distribution of the employed population is:

- 77.4 percent in white collar jobs (compared to 61.8 percent of U.S. employment)
- 11.0 percent in service jobs (compared to 17.3 percent of U.S. employment)
- 11.6 percent in blue collar jobs (compared to 21.1 percent of U.S. employment)

In 2000, 88.6 percent of the market area population drove alone to work, and 2.6 percent worked at home. The average travel time to work in 2000 was 25.1 minutes in the market area, compared to the U.S. average of 25.5 minutes.

Population by Education

In 2010, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:

- 6.5 percent had not earned a high school diploma (14.8 percent in the U.S.)
- 19.7 percent were high school graduates only (29.6 percent in the U.S.)
- 6.9 percent had completed an Associate degree (7.7 percent in the U.S.)
- 26.6 percent had a Bachelor's degree (17.7 percent in the U.S.)
- 19.8 percent had earned a Master's/Professional/Doctorate Degree (16.4 percent in the U.S.)

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. Data forecasts for 2010 and 2015. Data converted 1990 census data into 1995 geography.



LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT

32795 West 10 Mile Road, Farmington, Michigan

PREPARED FOR City of Farmington
23600 Liberty Street
Farmington, Michigan, 48336

PROJECT # 3679F2-1-20

DATE September 3, 2015

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LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT

32795 West 10 Mile Road, Farmington, Michigan
AKT Peerless Project No. 3769F2-1-20

1.0 Introduction

The City of Farmington retained AKT Peerless to conduct a Limited Phase II Environmental Site Assessment (Phase II ESA) of a property located at 32795 West 10 Mile Road in Farmington, Michigan (subject property). This Phase II ESA was conducted in accordance with AKT Peerless' Proposal for a Phase II ESA (Proposal Number PF-17915), dated July 29, 2015, and is based on American Society for Testing and Materials (ASTM) Designation E 1903-11 "Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process."

A Draft Phase II ESA was conducted by Conestoga-Rovers & Associates (CRA) in March 2014. The findings of this investigation identified aluminum, arsenic, cobalt, iron, magnesium, and selenium in soil at the subject property. The purpose of this Phase II ESA is to evaluate whether the concentrations of metals identified at the subject property are naturally occurring and representative of site background concentrations. AKT Peerless conducted both a literature research of regional background concentrations and an investigation to collect additional data of soil at the subject property.

AKT Peerless' Phase II ESA report documents the field activities, sampling protocols, and laboratory results conducted as part of this assessment. AKT Peerless' Phase II ESA was performed for the benefit of The City of Farmington, who may rely on the contents and conclusions of this report.

2.0 Background

2.1 Site Description and Physical Setting

The subject property is located in the northwest $\frac{1}{4}$ of Section 27 in Farmington (Township 1 North/ Range 9 East), Oakland County, Michigan. The subject property is located on the south side of West 10 Mile Road, situated between Raphael Street and Elizabeth Court.

See the following table for additional subject property details:

Subject Property Identifiers

Address	Tax Identification Number	Owner of Record	Approximate Acreage
32795 West 10 Mile Road	23-27-126-004	City of Farmington	3.87 acres



The subject property is currently zoned Two-Family Residential District (R-1) and is located in an area of Farmington that is characterized by residential and commercial properties, a school, surface roadways, municipal sewage and water, and electrical and natural gas utilities.

The exterior of the subject property consists of paved parking areas and sidewalks, vegetated and landscaped areas, and heavily wooded areas. Refer to Figure 1 for a topographic site location map. See Figure 2 for a site map.

2.2 Subject Property History and Land Use

Based on previous environmental investigations of the subject property, in general, the subject property consisted of agricultural land from prior to 1940 until the late 1940s, when the current subject building was constructed. A small storage garage was constructed in approximately the 1980s. The subject property has historically been occupied by the City District Court Civil, City Probation and City Traffic and Information, City of Farmington 47th District Court, City of Farmington Fire Department, Special Service Department and Emergency Calls, and the State Judiciary Court.

Currently, the subject property contains a vacant 13,213 square foot commercial building with associated paved and landscaped and grassy areas, a 720 square foot storage garage reportedly utilized by the City of Farmington for storage of inert materials, and a heavily wooded area.

2.3 Adjacent Property Land Use

In general, the adjoining properties consist of residential developments to the north, a school and bus parking/servicing to the east and south, and residential developments to the west.

2.4 Previous Environmental Investigations

AKT Peerless reviewed the following reports previously prepared for the subject property.

2.4.1 November 2013 Phase I ESA on behalf of Cypress Partners, LLC by Applied Environmental (AE)

In November 2013, AE prepared a Phase I ESA for the subject property on behalf of Cypress Partners, LLC. The purpose of this Phase I ESA was to identify the existence of recognized environmental conditions (RECs) that may be associated with the subject property. At the time of the assessment, the subject property contained a vacant 13,213 square foot building formerly occupied by the City of Farmington 47th District Court, a 720 square foot storage garage utilized by the City of Farmington for storage, and associated paved parking, landscaped, grassy, and wooded areas. Based on AE's scope of work, the following RECs were identified in connection with the subject property:

REC 1- A 6,000-gallon non-regulated heating oil underground storage tank (UST) was removed from the subject property in August 2003. According to a UST removal report, the laboratory analytical results indicated that no contamination was encountered, however, waste disposal manifests indicated that approximately 80 cubic yards of contaminated soil was disposed of at Onyx Arbor Hills Landfill in Northville, Michigan. If this is the case, 80 cubic yards exceeds the acceptable overburden yardage and therefore, the appropriate amount of verification samples was not collected from the excavation sidewalls as outlined in the Michigan Department of Environmental Quality (MDEQ) Sampling Strategies and Statistics Training Materials for Part 201 Cleanup Criteria document. Furthermore, samples were not collected from along any piping leading to the building. The potential that the subject property has been impacted from residual contamination from the former heating oil UST is a REC.

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REC 2- Several soil/debris piles were observed to the west of the storage garage. The superintendent of Public Works stated that the piles were spoils from utility repair work performed throughout the City of Farmington. The origin of the soil/debris piles are not known and therefore have the potential to be impacted and this is considered a REC.

Based on the results of AE's Phase I ESA, AE recommended conducting a Phase II ESA to evaluate the identified RECs.

2.4.2 March 2014 Draft Phase II ESA on behalf of Balfour Senior Living by CRA

In March 2014, CRA prepared a Phase II ESA for the subject property to investigate the RECs identified by AE in their November 2013 Phase I ESA and conversations with representatives of Balfour Senior Living, which identified the following: former UST location on site, the presence of a UST on the southeast adjoining property, and soil piles located on site. CRA advanced four soil borings at the subject property (two near the former UST area, and two near the southeast property boundary) to depths of 15 to 20 feet bgs. In addition, CRA utilized an excavator to investigate the soil piles by overturning the soil and field screening for the possible presence of contamination. Groundwater was not encountered during CRA's subsurface investigation.

Based on the results of CRA's investigation, no field evidence of contamination was identified within the soil piles, and therefore, no samples were obtained. Soil borings advanced in the area of the former heating oil UST and along the southeast adjoining property identified metals (aluminum, arsenic, cobalt, iron, magnesium, and selenium) above applicable MDEQ Residential Cleanup Criteria (RCC).

Though these metals are typically not associated with petroleum USTs, CRA concluded that the subject property meets the definition of a "facility" as defined in Part 201 of the NREPA, Michigan Public Act (PA) 451, 1994, as amended.

Based on AKT Peerless' review of this Draft Phase II ESA by CRA, the metals detected by CRA may be normally occurring background concentrations and not indicative of a release of a hazardous substance. AKT Peerless' Limited Phase II ESA is intended to further evaluate these concentrations and evaluate the naturally occurring background concentrations from published literature and additional subsurface investigation.

3.0 Phase II Environmental Site Assessment Activities

The following sections summarize the site assessment activities conducted by AKT Peerless.

3.1 Scope of Assessment

To further evaluate the naturally occurring background concentrations, AKT Peerless conducted a subsurface investigation of the subject property and reviewed published literature of Regional background levels. As part of the subsurface investigation, AKT Peerless advanced 12 soil borings and collected 24 soil samples. The soil samples were submitted for laboratory analysis of aluminum, arsenic, cobalt, iron, magnesium, and selenium.

AKT Peerless also reviewed the Michigan Background Soil Survey (MBSS) April 1991, revised July 2005 published document and the Draft MBSS 2015 document (currently undergoing a public comment period).



3.1.1 Soil Evaluation

On August 12, 2015, AKT Peerless advanced 12 soil borings at the subject property. AKT Peerless used hydraulic drive/direct-push (Geoprobe®) sampling techniques and followed the guidance outlined in ASTM publication E1903-11 "Standard Practice of Environmental Site Assessments: Phase II Environmental Site Assessment Process." AKT Peerless collected continuous soil samples from the soil borings in four-foot intervals to the maximum depth explored of 12 feet below ground surface (bgs). AKT Peerless personnel inspected, field-screened, and logged the samples collected at each soil boring location. Refer to Figure 2 for a site map with soil boring locations. Boring logs are provided in Appendix A.

3.1.2 Groundwater Evaluation

Groundwater was not encountered during AKT Peerless' subsurface investigation.

3.2 Quality Assurance/Quality Control

To ensure the accuracy of data collected during on site activities, AKT Peerless implemented proper quality assurance/quality control (QA/QC) measures. The QA/QC procedures included, but were not limited to, (1) decontamination of sampling equipment before and between sampling events, (2) calibration of field equipment, (3) documentation of field activities, and (4) sample preservation techniques.

3.2.1 Decontamination of Equipment

During sample collection, AKT Peerless adhered to proper decontamination procedures. Sampling equipment was decontaminated using the following methods to minimize potential cross-contamination of soil samples:

- Steam-cleaning or washing and scrubbing the equipment with non-phosphate detergent
- Rinsing the equipment
- Air-drying the equipment

3.2.2 Calibration of Field Equipment

No field instruments requiring calibration were utilized during AKT Peerless subsurface investigation to evaluate the background metals concentrations.

3.2.3 Documentation of Activities

During AKT Peerless' Phase II ESA activities, subject property conditions (i.e. soil boring locations, weather conditions) were documented. AKT Peerless visually inspected the soil samples and prepared a geologic log for each soil boring. The logs include soil characteristics such as (1) color, (2) composition (e.g., sand, clay, or gravel), (3) soil moisture, and (4) signs of possible contamination (i.e., stained or discolored soil, odors). Soil types were classified in accordance with ASTM publication D-2488 "Unified Soil Classification System." All soil samples were delivered to (Fibertec Environmental Services) under chain-of-custody documentation. See Appendix A for AKT Peerless' soil boring logs. See Figure 2 for site map with soil boring locations.



3.2.4 Sample Preservation Techniques

AKT Peerless collected soil samples according to USEPA Publication SW-846, "Test Methods for Evaluating Solid Waste." Soil samples were collected in laboratory-supplied containers, stored on ice or at approximately 4 degrees Celsius, and submitted under chain-of-custody documentation.

Soil samples collected for metals analyses were stored in unpreserved, 4-ounce wide-mouth jars.

3.3 Laboratory Analysis and Methods

AKT Peerless submitted 12 soil samples for laboratory analyses. The following table summarizes the location, depth, matrix, and laboratory analysis for each sample.

Sample Collection Summary

Sample Identification	Sample Matrix	Soil Sample Interval (feet bgs)	Laboratory Analytical Parameter(s)
AKT-1	Soil	{3-4'} and {11-12'}	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-2	Soil	{3-4'} and {11-12'}	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-3	Soil	{3-4'} and {11-12'}	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-4	Soil	{3-4'} and {11-12'}	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-5	Soil	{3-4'} and {11-12'}	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-6	Soil	{3-4'} and {11-12'}	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-7	Soil	{3-4'} and {11-12'}	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-8	Soil	{3-4'} and {11-12'}	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-9	Soil	{3-4'} and {11-12'}	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-10	Soil	{3-4'} and {11-12'}	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-11	Soil	{3-4'} and {11-12'}	Aluminum, arsenic, cobalt, iron, magnesium, and selenium



Sample Identification	Sample Matrix	Soil Sample Interval (feet bgs)	Laboratory Analytical Parameter(s)
AKT-12	Soil	(3-4') and (11-12')	Aluminum, arsenic, cobalt, iron, magnesium, and selenium

The laboratory analyzed the samples for aluminum, arsenic, cobalt, iron, magnesium, and selenium in accordance with USEPA Method 0200.2-M/6020A.

4.0 Evaluation and Presentation of Results

4.1 Subsurface Conditions

The following sections summarize the physical soil and groundwater conditions at the subject property.

4.1.1 Soil and Groundwater Conditions based on Published Material

According to the United States Department of Agriculture, *"Soil Survey of Oakland County, Michigan,"* the soil in the area is classified as the urban land-Thetford association. This soil is described as *"Urban land and nearly level, somewhat poorly drained sandy soils; on lake plains and outwash plains."*

According to the Michigan Geological Survey Division's publication, *"Quaternary Geology of Southern Michigan,"* the soil in the area is end moraines of fine textured till. This soil is described as gray, grayish brown or reddish brown, nonsorted glacial debris; matrix is dominantly clay, clay loam, or silty clay loam texture, variable amounts of cobbles and boulders. Occurring in narrow linear belts of hummocky relief marking former stillstands of ice-sheet margin. Includes small area of ground moraine as well as outwash. Soil thickness tends to be somewhat greater than adjacent ground moraine areas. Typically, end moraines of fine-textured till are associated with low to moderate hydraulic permeability and may allow the movement of contaminants through groundwater.

Typically, the water table flows toward a major drainage feature or in the same direction as the drainage basin. AKT Peerless infers that groundwater in the vicinity of the subject property flows toward the south/southwest, with potential influence from the Upper Rouge River and topographic contours.

4.1.2 Soil and Groundwater Conditions based on Field Observations

During drilling activities, AKT Peerless encountered the following soil types:

- SAND from below the topsoil/grass in four soil borings to approximately 1.5 to 3 feet below ground surface (bgs). This sand was fine to medium grained, with silt, trace gravel and clay, and brown.
- CLAY from beneath the topsoil/grass and/or sand to 12 feet bgs, the maximum depth explored. This clay ranged from medium stiff to stiff, brown to brown mottled gray, with trace sand and gravel.

AKT Peerless did not encounter fill material or groundwater during the subsurface investigation. In general, the subsurface soils at the property are consistent with the description of end moraines of fine textured till as described in the *Quaternary Geology of Southern Michigan*. See Figure 2 for a site map with soil boring locations. See Appendix A for AKT Peerless' soil boring logs.



4.2 Laboratory Analytical Results

AKT Peerless collected soil samples for the purpose evaluating whether the concentrations of metals identified at the subject property are naturally occurring and representative of site background concentrations. Analytical results were compared with MDEQ RCC provided in MDEQ Remediation and Redevelopment Division's Operational Memorandum No. 1, Tables 1 and 2.

4.2.1 Soil Analytical Results

Based on CRA's March 2014 subsurface investigation of the subject property, the following metals were identified in subsurface soil at the subject property:

Parameter	Depth (feet)/ Soil Type	Identified Maximum Concentration (µg/kg)
Aluminum	{2-5'}/ Clay	8,500,000
Aluminum	{10-15'}/ Clay	7,400,000
Arsenic	{2-5'}/ Clay	6,500
Arsenic	{10-15'}/ Clay	6,400
Cobalt	{2-5'}/ Clay	7,400
Cobalt	{10-15'}/ Clay	8,900
Iron	{2-5'}/ Clay	16,000,000
Iron	{10-15'}/ Clay	15,000,000
Magnesium	{2-5'}/ Clay	22,000,000
Magnesium	{10-15'}/ Clay	21,000,000
Selenium	{2-5'}/ Clay	720
Selenium	{10-15'}/ Clay	770

CRA identified aluminum, arsenic, cobalt, iron, magnesium, and selenium at concentrations above MDEQ Residential Drinking Water Protection (DWP) and/or Groundwater Surface Water Interface Protection (GSIP) criteria. Therefore, AKT Peerless' collected 24 additional soil samples to evaluate the naturally occurring background concentration of these select metals. AKT Peerless submitted 24 soil samples for laboratory analysis of aluminum, arsenic, cobalt, iron, magnesium, and selenium. The results of the laboratory analyses of the soil samples are summarized in the sections below.

4.2.1.1 Site Specific Calculations

During previous subsurface investigations, metals were detected at concentrations above the MDEQ RCC. Therefore, on August 12, 2015, AKT Peerless advanced 12 soil borings (AKT-1 through AKT-12) on the subject property for the determination of a site specific background concentration for previously identified metals.

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AKT Peerless submitted the 24 additional soil samples from the subject property for laboratory analysis of aluminum, arsenic, cobalt, iron, magnesium, and selenium. All soil samples were collected from approximately 3 to 4 feet and 11-12 feet bgs and appeared to be native soil consistent with the previous environmental investigation (i.e., clay).

According to Guide Sheet 10 of the MDEQ Part 201 Training Manual (July 2006), background is defined as *"the concentration or level of a hazardous substance which exists in the environment at - or regionally proximate to - a Facility that is not attributable to any release at or regionally proximate to the Facility"*. Guide Sheet 10 allows for the calculation of alternative background concentrations using the methods described in the MDEQ's Sampling Strategies and Statistics Training Materials (S3TM).

AKT Peerless conducted a statistical comparison of the results of the target metals from the 24 soil samples (12 from the 3-4' range and 12 from the 11-12' foot range) collected from non-impacted areas of the subject property. AKT Peerless used the ProUCL Version 5.0 software downloaded from the USEPA website. For each data set, AKT Peerless performed a coefficient of variance (CV) test to determine if the concentrations detected at the subject property were normally distributed. AKT Peerless then performed a statistical outlier test (Dixon's Test) on the concentrations detected to determine if any outliers existed within the data set. The MDEQ allows for the development of site-specific background concentrations using the calculated mean, plus three standard deviations for each individual soil horizon. AKT Peerless used a more conservative approach of the mean, plus two standard deviations for aluminum, arsenic, cobalt, iron, and magnesium. The results of the site-specific background calculations are described in the following:

Calculation of Site-Specific Background Concentration for Aluminum

AKT Peerless determined that the shallow (3-4') aluminum concentrations collected at the subject property were not normally distributed through the CV test, and the Dixon's Test identified two outliers within the data set. Despite the CV test indicating that the data set was not normally distributed, AKT Peerless performed a site-specific background calculation for the shallow horizon; the two identified outliers were omitted from the calculation.

AKT Peerless determined that the deep (11-12') aluminum concentrations collected at the subject property were normally distributed through the CV test, and the Dixon's Test did not identify any outliers within the data set. Therefore, AKT Peerless included all data points when calculating the site-specific background concentration for the deep horizon.

Using the methods described above, the calculated site-specific concentration of aluminum in the shallow (3-4') and deep (11-12') soil horizons for the subject property were determined to be 9,450,794 µg/kg and 8,855,979 µg/kg, respectively.

Calculation of Site Specific Background Concentration for Arsenic

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AKT Peerless determined that the shallow (3-4') and deep (11-12') arsenic concentrations collected at the subject property were normally distributed through the CV test, and the Dixon's Test did not identify any outliers within the data set. Therefore, AKT Peerless included all data points when calculating the site-specific background concentration for the shallow and deep horizons.

Using the methods described above, the calculated site-specific concentration of arsenic in the shallow (3-4') and deep (11-12') soil horizons for the subject property were determined to be 9,022.6 µg/kg and 9,642 µg/kg, respectively.

Calculation of Site Specific Background Concentration for Cobalt

AKT Peerless determined that the shallow (3-4') cobalt concentrations collected at the subject property were normally distributed through the CV test, and the Dixon's Test identified two outliers within the data set. Therefore, AKT Peerless performed a site-specific background calculation for the shallow horizon; the two identified outliers were omitted from the calculation.

AKT Peerless determined that the deep (11-12') cobalt concentrations collected at the subject property were normally distributed through the CV test, and the Dixon's Test did not identify any outliers within the data set. Therefore, AKT Peerless included all data points when calculating the site-specific background concentration for the deep horizon.

Using the methods described above, the calculated site-specific concentration of cobalt in the shallow (3-4') and deep (11-12') soil horizons for the subject property were determined to be 10,316.6 µg/kg and 14,031 µg/kg, respectively.

Calculation of Site Specific Background Concentration for Iron

AKT Peerless determined that the shallow (3-4') iron concentrations collected at the subject property were normally distributed through the CV test, and the Dixon's Test identified two outliers within the data set. Therefore, AKT Peerless performed a site-specific background calculation for the shallow horizon; the two identified outliers were omitted from the calculation.

AKT Peerless determined that the deep (11-12') iron concentrations collected at the subject property were normally distributed through the CV test, and the Dixon's Test did not identify any outliers within the data set. Therefore, AKT Peerless included all data points when calculating the site-specific background concentration for the deep horizon.

Using the methods described above, the calculated site-specific concentration of cobalt in the shallow (3-4') and deep (11-12') soil horizons for the subject property were determined to be 22,666,666 µg/kg and 23,411,212 µg/kg, respectively.

Calculation of Site Specific Background Concentration for Magnesium

AKT Peerless determined that the shallow (3-4') and deep (11-12') magnesium concentrations collected at the subject property were not normally distributed through the CV test, and the Dixon's Test identified one outlier within each data set. Despite the CV test indicating that the data sets were not normally distributed, AKT Peerless performed a site-specific background calculation for the shallow and deep horizons; the identified outliers were omitted from the calculation.

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Using the methods described above, the calculated site-specific concentration of magnesium in the shallow (3-4') and deep (11-12') soil horizons for the subject property were determined to be 33,251,248 µg/kg and 30,333,939 µg/kg, respectively.

Calculation of Site Specific Background Concentration for Selenium

AKT Peerless determined that the shallow (3-4') and deep (11-12') selenium concentrations collected at the subject property were not normally distributed through the CV test, and the Dixon's Test identified one outlier within each data set. Despite the CV test indicating that the data sets were not normally distributed, AKT Peerless performed a site-specific background calculation for the shallow and deep horizons; the identified outliers were omitted from the calculation.

Using the methods described above, and using three standard deviations from the mean, the calculated site-specific concentration of selenium in the shallow (3-4') and deep (11-12') soil horizons for the subject property were determined to be 311.13 µg/kg and 279.69 µg/kg, respectively.

Refer to Table 1 for a summary of AKT Peerless' soil analytical results. Refer to Appendix B for a complete analytical laboratory report.

4.2.1.2 Review of Published Literature

During previous subsurface investigations, metals were detected at concentrations above the MDEQ RCC. AKT Peerless evaluated these concentrations using the Michigan Background Soil Survey (April 1991, revised July 2005) (MBSS). The MBSS is meant to provide a resource for information regarding the concentration of naturally occurring metals that can be expected in various soil types and geographic areas of Michigan. In addition, AKT Peerless also compared the identified metals concentrations to the updated Draft MBSS 2015 document, which is currently undergoing a public comment period.

AKT Peerless determined the distribution of the aluminum, arsenic, iron, and magnesium results in the MBSS data sets to be lognormally distributed. Cobalt was listed as nonparametrically distributed (providing a statewide range of data values) in the 2005 MBSS and listed as censored-lognormally distributed in the Draft 2015 MBSS. Selenium was listed as nonparametrically distributed in both MBSS documents (providing a statewide range of data values). Using the standard deviation and the mean for a lognormal data set and/or the provided statewide value range, AKT Peerless determined the Regional Background Concentration for the identified metals in clay soil. Based on the location of the subject property, AKT Peerless calculated the Regional Background Concentrations for the Erie-Huron Lobe. The following table summarizes the results of this evaluation:

Parameter	Huron Erie Lobe Concentration MBSS 2005 (µg/kg)	Huron Erie Lobe Concentration Draft MBSS 2015 (µg/kg)	Background Range (µg/kg)
Aluminum	12,631,067	19,049,000	12,631,067 to 19,049,000
Arsenic	36,646	31,400	31,400 to 36,646
Cobalt*	<3,000 to 12,000 (statewide)	27,400	<3,000 to 27,400
Iron	24,543,777	36,908,000	24,543,777 to 36,908,000



Parameter	Huron Erie Lobe Concentration MBSS 2005 (µg/kg)	Huron Erie Lobe Concentration Draft MBSS 2015 (µg/kg)	Background Range (µg/kg)
Magnesium**	62,000 to 29,875,000 (statewide)	93,692,000	62,000 to 93,692,000
Selenium***	<50 to 1,200	<50 to 1,300	<50 to 1,300

* MBSS 2005 data for cobalt is nonparametric; therefore, a calculation could not be performed, the MBSS provided a state-wide range

** MBSS 2005 data for magnesium did not provide a mean or standard deviation; therefore, a calculation could not be performed, the MBSS provided a state-wide range

*** MBSS 2005 and DRAFT 2015 data for selenium is nonparametric; therefore, a calculation could not be performed, the MBSS provided a state-wide range

5.0 Summary, Conclusions, and Recommendations

5.1 Summary of Environmental Concerns

A Draft Phase II ESA was conducted by CRA in March 2014. The findings of this investigation identified aluminum, arsenic, cobalt, iron, magnesium, and selenium in soil at the subject property. Based on AKT Peerless' review of this Draft Phase II ESA by CRA, the metals detected by CRA may be normally occurring background concentrations and not indicative of a release of a hazardous substance.

5.2 Summary of Subsurface Investigation

To evaluate whether the concentrations of metals identified at the subject property are naturally occurring and representative of site background concentrations, AKT Peerless conducted both literature research of regional background concentrations and a subsurface investigation to collect additional data of soil at the subject property.

On August 12, 2015, AKT Peerless conducted a subsurface investigation at the subject property to further evaluate the concentrations of metals identified on the subject property during previous subsurface investigations. AKT Peerless (1) drilled 12 soil borings and (2) collected 24 soil samples for laboratory analyses. AKT Peerless submitted soil samples for laboratory analyses of select metals, including: aluminum, arsenic, cobalt, iron, magnesium, and selenium.

5.3 Conclusions

Results of CRA's and AKT Peerless' subsurface investigations indicate the following:

- CRA drilled borings SB01-14 through SB04-14 to evaluate if a release from USTs storing petroleum products had occurred. The results of this investigation showed no indication of a petroleum release and the metals detected are not commonly associated with petroleum UST storage.
- No evidence of fill material was identified during CRA's subsurface investigation.
- Statistical analysis of 24 additional soil samples collected by AKT Peerless showed that the concentrations of aluminum, arsenic, cobalt, iron, and magnesium are within the range of naturally occurring metals.

AKT PEERLESS

- Though the statistical background analysis of selenium was less than the concentrations detected by CRA, the selenium site concentrations are still within background concentration ranges in data published by the MDEQ. Further, no contamination was detected at the subject property. Therefore, selenium is within naturally occurring background concentrations.

5.4 Recommendations

No further assessment is recommended at this time.

6.0 Limitations

The information and opinions obtained in this report are for the exclusive use of The City of Farmington. No distribution to or reliance by other parties may occur without the express written permission of AKT Peerless. AKT Peerless will not distribute this report without your written consent or as required by law or by a Court order. The information and opinions contained in the report are given in light of that assignment. The report must be reviewed and relied upon only in conjunction with the terms and conditions expressly agreed upon by the parties and as limited therein. Any third parties who have been extended the right to rely on the contents of this report by AKT Peerless (which is expressly required prior to any third-party release), expressly agrees to be bound by the original terms and conditions entered into by AKT Peerless and The City of Farmington.

Subject to the above and the terms and conditions, AKT Peerless accepts responsibility for the competent performance of its duties in executing the assignment and preparing reports in accordance with the normal standards of the profession, but disclaims any responsibility for consequential damages. Although AKT Peerless believes that results contained herein are reliable, AKT Peerless cannot warrant or guarantee that the information provided is exhaustive or that the information provided by The City of Farmington or third parties is complete or accurate.

7.0 Signatures of Environmental Professionals

The following individuals contributed to the completion of this report.



Jessica Cory
Group Leader
AKT Peerless
Farmington, Michigan Office
Phone: 248.615.1333
Fax: 248.615.1334



Kyle Sayyae
Environmental Consultant
AKT Peerless
Farmington, Michigan Office
Phone: 248.615.1333
Fax: 248.615.1334

**CITY OF FARMINGTON
FARBER FARMINGTON, LLC
SALE OF LAND AGREEMENT**

THIS SALE OF LAND AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2015~~3~~, by and between the City of Farmington, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, Michigan 48335 (the "City"), and ~~Stuart Farber or Donna Farber, on behalf of an entity to be created~~ Balfour Farmington, LLC, a Michigan limited liability company, whose address is 5994 Red Coat Lane, 100 West Long Lake Road, Suite 102, West Bloomfield, Michigan 4832204 ("Balfour Farber").

R-E-C-I-T-A-L-S:

A. City is the owner of a certain parcel of real estate located in Farmington, Oakland County, Michigan, a legal description of which is attached hereto as Exhibit A and made a part hereof (the "Property"), at which location the 47th District Court previously operated in the building on the Property. The building is now vacant;

B. Farber desires to acquire the Property for development;

C. City desires to sell the Property to Farber, or a permitted assign of Farber as described herein, in consideration for payment of the Purchase Price and compliance with the terms and conditions set forth in this Agreement; and

D. City and Farber desire to set forth their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements for each party to the other hereinafter set forth, Farber and the City agree as follows:

1. For the Purchase Price and subject to the terms and conditions contained in this Agreement, City agrees to sell to Farber, and Farber agrees to purchase from City, the Property. For all purposes hereunder, the term "Property" shall incorporate the land described on **Exhibit A**, together with all improvements thereon, and all oil, gas and mineral rights, and all land divisions available to City as owner and permitted under the Michigan Land Division Act and all privileges, tenements, hereditaments, appurtenances and other rights and benefits belonging or in any way appertaining to the land.

2. The "Purchase Price" for the Property shall be Four Hundred Twenty-five Thousand Dollars (\$425,000.00) to be paid via wire transfer or certified funds to the City at the Closing. As part of its Proposal, Farber deposited cash funds in the amount of Twenty Thousand Dollars (\$20,000.00) in an escrow account with Seaver Title Insurance Corporation (the "Title Company") as Bid Security, which funds shall be retained by the Title Company under this Agreement as Farber's good faith deposit ("Security Deposit"). The Security Deposit funds shall be credited to Farber at the Closing or otherwise applied pursuant to the terms of this Agreement.

3. As evidence of title, City agrees, at City's sole cost and expense, to furnish Farber, as soon as possible, but in no event later than thirty (30) days after the date hereof, a title

commitment from the Title Company, along with copies of all back-up documentation, and to issue to Farber, at or as soon as possible after Closing, its standard form of Owner's Title Insurance Policy, without standard exceptions (except that the standard survey exception will not be removed unless Farber provides the Title Company with an acceptable survey) in the amount of the Purchase Price, insuring title to the Property to be in good and marketable condition, except for the Permitted Encumbrances described below.

If Farber notifies City in writing within thirty (30) days after the date of receipt of the title commitment that the title is not in the condition required for performance hereunder, City agrees to provide Farber with a revised title commitment evidencing that such defect has been remedied in a manner either acceptable to the Title Company such that it is insured over or removed from the exceptions to coverage or acceptable to Farber. City will be required to use reasonable efforts to remedy any such objection within thirty (30) days from its receipt of Farber's title objections. If City is unable to remedy such objection after using reasonable efforts within said thirty (30)-day period, Farber shall have a period of ten (10) days after it receives written notice from City that such objection has not been remedied to elect in writing to either (a) proceed with this transaction, in which event the Deed for the Property will be executed and delivered subject to any such defects (the "Waived Defects"); or (b) to terminate this Agreement without further liability on the part of either party and to immediately receive a full refund from the Title Company of the Security Deposit as its sole and exclusive remedy. Failure of Farber to timely elect an option shall be deemed to mean that Farber has elected to proceed.

The Deed executed at the Closing will be delivered subject to the Waived Defects; other matters shown in the title insurance commitment or surveys which are not objected to by Farber as provided above; the parking lot and drive agreement between the Farmington Public School District and the Farmington Building Authority dated January 19, 1979; the lien of taxes not yet due and payable as of Closing; and liens arising out of the acts or omissions of Farber or any of its agents, contractors or employees (collectively, the "Permitted Encumbrances").

4. Provided that Farber has not terminated this Agreement under Paragraphs 3 or 5, as soon as possible, but in no event later than ninety (90) days after the date hereof, Farber agrees, at its sole cost and expense, to fully and completely submit an application for approval of a Planned Unit Development ("PUD") on the Property that complies with City ordinance requirements for PUDs and that contains all plans, maps, elevations, details and information required under the City's Zoning Ordinance and other applicable ordinances. Such application for PUD approval shall substantially conform to the conceptual plans and narrative submitted as part of the Proposal submitted by Farber to the City, attached hereto as **Exhibit B, which contemplates** either a single family or duplex development, **as described in attached Exhibit B.** Following submittal of such application, Farber shall supplement its application materials as necessary to address issues, if any, raised by the Planning Commission and City Council upon review and shall continuously pursue approval of said PUD. In the event Farber at any time fails to comply with this paragraph following the execution of this Agreement, after giving Farber notice and thirty (30) days to cure, the City may declare this Agreement to be without further force and effect and the Security Deposit shall be forfeited as liquidated damages to the City as its sole and exclusive remedy. City agrees to process and review Farber's submittals on a timely basis in accordance with applicable laws and ordinances. In the event Farber and City comply in good faith with this provision, but the PUD is not approved within a six (6)-month period following the date of this Agreement, either party may declare this Agreement to be without further force and effect in a written notice to the other party and Farber shall receive a full refund of the Security Deposit

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plus any interest earned thereon, as its sole and exclusive remedy. For purposes of the foregoing, the PUD shall be deemed approved when the City Council adopts a resolution approving Farber's final PUD plan and a PUD Agreement that is mutually satisfactory to Farber and City. The PUD Agreement shall provide that the Property shall be developed in accordance with its provisions and the PUD plan, that the PUD approval and PUD Agreement are binding on Farber and its successors and assigns, and that it shall be recorded at the Oakland County Register of Deeds and run with the land.

5. Farber will have the right to make such tests on the Property as may be deemed reasonable by Farber for purposes of inspecting the condition of the Property and the feasibility of developing the Property as intended by this Agreement and preparing and submitting its PUD plan and application materials to the City; provided that Farber will be responsible for repairing any damage caused thereby in the event any party fails to consummate the transaction contemplated by this Agreement. It is agreed that, as of the effective date of this Agreement Farber, or its agents, contractors or employees shall have free access to the Property during regular City business hours for the purpose of performing said tests. Prior to any entry upon the Property, Farber shall obtain liability insurance, naming City as an additional insured thereon, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and shall provide City with a certificate evidencing the procurement of such insurance. Farber shall indemnify, defend and hold City harmless from and against any and all claims, damages, liabilities and expenses, including but not limited to reasonable attorney fees, incurred by the City which arise out of or are related to any of Farber's activities under this paragraph. Further, because the Consetoga-Rovers & Associates Phase II identified the site as a "facility", City agrees to pay for testing, preparation of a Baseline Environmental Assessment (BEA), and Due Care Plan (DCAP) and the remediation of the soils, on or below the surface on the site. The provisions of this paragraph shall survive the Closing of this transaction. If within sixty (60) days from the effective date of this Agreement, Farber, in its sole discretion, determines that it is not satisfied with the condition of the Property, Farber shall have the right to terminate this Agreement by providing City with written notice of termination, in which event the Security Deposit plus any interest earned thereon shall be returned to Farber and the parties shall have no further rights or obligations under this Agreement.

6. Farber and City agree that this Agreement and the obligations hereunder are subject to and conditioned upon the occurrence of the following "Conditions Precedent" to the Closing:

- A. Approval of the PUD Plan and a PUD Agreement in form and substance set forth mutually acceptable to Farber and City, with an approved final site plan to be attached to said PUD Agreement that is generally consistent with the conceptual plans (and narrative) submitted as part of Farber's Proposal; and
- B. Receipt by Farber of a certified copy of the City's resolution evidencing such approval.

If the foregoing Conditions Precedent are not satisfied or waived within six (6) months from the date of this Agreement, either party may declare this Agreement to be without further force and effect in a written notice to the other party and Farber shall receive a full reimbursement from the City of the Security Deposit as its sole and exclusive remedy, provided that it is not otherwise in default, including as provided in paragraph 4 above.

Farber understands and agrees that it shall be required to comply with all applicable City ordinances and partake in one or more public hearings concerning its PUD proposal, and that this Agreement in no way constitutes, nor shall it be construed or interpreted to constitute, approval or a promise to approve the PUD or any development of any portion of the Property, as to which the City reserves the full right of its review and approval authority under ordinance and law. Additionally, this Agreement in no way vests, nor shall it be construed or interpreted to vest, any rights to own, occupy, use or develop any portion of the Property prior to the Closing. The provisions of this paragraph shall survive the Closing of this transaction.

7. Subject to the terms and conditions of this Agreement, the purchase/sale transaction contemplated under this Agreement shall be consummated at a meeting of the parties (the "Closing") which shall take place at the offices of the Title Company on a mutually agreed date and time within thirty (30) days after the occurrence of the Conditions Precedent set forth in Paragraph 6, above. At the Closing, City shall execute and deliver to Farber (as required) and Farber shall execute and deliver to City (as required) the following:

A. The representative of each party shall deliver to the other evidence of their authority to enter into and to consummate this transaction.

B. A closing statement showing the pro rations, adjustments, and credits as set forth in this Agreement. City shall pay the cost of the title policy, real estate transfer taxes and deed documentary stamps. Farber will pay all other closing costs and the costs of recording the Deed and any other documents requiring recordation. City and Farber shall be responsible for their own attorney fees up to and including the Closing, except Farber shall be responsible for reasonable attorney fee charges required under the City's development escrow ordinance which may include attorney fees incurred by the City in connection with Farber satisfying the Conditions Precedent set forth in Paragraph 6 of this Agreement and otherwise in connection with the development review and approval process.

C. A Quit Claim Deed (the "Deed").

D. Payment of the Purchase Price (less any credits under this Agreement).

E. The signed instruments required under paragraph 9 of this Agreement.

F. All required valuation and tax reporting documents and affidavits as required by law.

8. If the terms and conditions of this Agreement and the Conditions Precedent are satisfied and the City refuses to close, Farber shall have as its sole and exclusive remedy the right to a return of the Security Deposit plus reimbursement of its reasonable costs and expenses incurred in satisfying the Conditions Precedent. If the Conditions Precedent are satisfied and Farber refuses to close, the Security Deposit shall be forfeited to the City as its sole and exclusive remedy. In no event shall either party be entitled to relief in the form of specific performance

under this Agreement, and both parties expressly waive any right they may otherwise have to such relief.

9. THE PROPERTY IS BEING SOLD IN AN "AS IS" condition subject however to the provisions of paragraph 5., herein. For purposes of this Agreement, the term "hazardous substance(s)" shall mean any hazardous or toxic material, substance or waste, which is defined by or for which the production, processing, sale, handling and/or disposal thereof is regulated as a hazardous or toxic material or waste under any applicable statute, law, rule or regulation of any federal, state or local governmental authority. The provisions of this paragraph shall survive the Closing of this transaction.

10. City and Farber each represent and warrant to the other that no broker, finder or like party has been engaged by it in connection with the transaction contemplated by this Agreement, with the exception of Dan Blugerman of Thomas Duke, whose commission shall be paid by City per its separate agreement with such broker. City and Farber shall each indemnify the other against any costs, liabilities or expenses, including but not limited to attorneys' fees, arising out of the breach of the foregoing representation and warranty by the indemnifying party.

11. Except as is specifically set forth in this Agreement (a) no statements or representations, express or implied, have been made or are made, and no information or documents supplied by the City are represented to be complete or accurate; and (b) no responsibility has been or is assumed by the City or by any affiliate, person, firm or agent acting or purporting to act on behalf of City as to: (i) presence of or absence on, in, or beneath or about the Property of any minerals or other substances, including, without limitation, any asbestos or any other "hazardous substances;" (ii) the condition or repair of the Property; (iii) the value, expense of operation or income potential of the Property; or (iv) any other fact or condition which has or might affect the Property or the condition, repair, value, expense or operation or income potential thereof, including, without limitation, as to any fact, condition or defect which would be disclosed by a full, complete, and competent survey, investigation of all public and governmental agency's records and of the Property and each and every part or component thereof.

12. Farber is responsible for paying all costs and expenses related to the demolition of the existing building on the Property and the design, planning, engineering, permitting and submission of the PUD to be proposed on the Property.

13. All real estate taxes and assessments, if any, that become payable prior to the date of Closing shall be paid by the City. Any special assessments that constitute a lien against the Property prior to Closing shall be paid by City, regardless of whether such special assessment may be paid in instalments. All real estate taxes and assessments becoming due and payable on and after the date of Closing shall be the responsibility of Farber.

14. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party.

15. This Agreement and the exhibits attached hereto embody the entire Agreement between the parties in connection with the sale of the Property to Farber and there are no oral or parole agreements existing between the parties relating to this transaction which are not expressly

set forth and covered hereby. This Agreement may not be modified except in writing signed by both parties.

16. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed to be a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.

17. No third party, other than the City and Farber, their heirs, personal representatives, successors and permitted assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of the City and Farber, their heirs, personal representatives, successors and permitted assigns, and not for the benefit of any other third party.

18. All notices required to be given hereunder shall be in writing. Notice shall be deemed as given hereunder: (a) upon personal delivery to the addresses set forth below; or, (b) upon receipt (or affirmative refusal to accept) if properly addressed and sent certified mail, return receipt requested; or (c) upon depositing such notice in the custody of a nationally-recognized overnight delivery service and sent by overnight delivery. Notice shall be deemed properly addressed if sent to the following addresses:

If to City:	City of Farmington c/o Mr. Vince Pastue, City Manager 23600 Liberty Street Farmington, Michigan 48335
With a copy to:	Mr. Thomas R. Schultz, Esq. Johnson Rosati Schultz & Joppich, P.C. 34405 West Twelve Mile, Suite 200 Farmington Hills, Michigan 48331
If to Farber:	Farber Farmington, LLC c/o Mike Parks 100 West Long Lake Road, Suite 120 Bloomfield Hills, Michigan 48304
With a copy to:	Mark S. Cohn, Esq. Seyburn Kahn 2000 Town Center, Suite 1500 Southfield, Michigan 48075

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to agreements made and to be performed in that state. Should any court action be commenced at any time involving or concerning this Agreement, it is

hereby agreed that jurisdiction and venue shall be in the State of Michigan Circuit Court in Oakland County.

20. Farber may not assign this Agreement, in whole or in part, without the prior written consent of City. Such consent shall not be unreasonably withheld if the assignment is to an entity that is wholly owned or commonly owned (with Farber owning more than 50% of the total shares or with the current members of Farber). In all other instances, such consent shall be in the sole and absolute discretion of the City. If City consents to such assignment, the assignee shall be considered a "permitted assign" under this Agreement and shall be bound by all of the terms and conditions of this Agreement.

21. This Agreement may be executed in counterparts. Facsimile and electronic copies of signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES:

CITY OF FARMINGTON
a Michigan municipal corporation,

_____ By _____
Tom Buck, Mayor

_____ By _____
Sue Halberstadt, City Clerk

WITNESSES:

FARBER FARMINGTON, LLC
a Michigan limited liability company,

_____ By _____
Mike Parks, Its Member

EXHIBIT LIST

- EXHIBIT A Legal description of entire Property (exclude existing and future right-of-way for Ten Mile)

- EXHIBIT B Farber Proposal to acquire and develop the Property, including Conceptual Plans and elevations.



SCHEDULE "A"
SCALE 1" = 30'

GROSS AREA - 122,409 SQ. FT. (2.8 ACRES)
NET AREA - 108,000 SQ. FT. (2.5 ACRES) (GROSS ROAD)

47TH DISTRICT COURT REDEVELOPMENT

TRIANGLE
DEVELOPMENT

FARMINGTON, MICHIGAN

-GAV-
ASSOCIATES, INC.















5.A.a









BLUEDUCK HOLDINGS LLC

September 8, 2015

Mr. Kevin P Christiansen, AICP, PCP
Economic and Community Development Director
City of Farmington
23600 Liberty Street
Farmington, MI 48335

RE: 32795 West Ten Mile Road, Farmington, Michigan
Letter of Intent between the City of Farmington and Blueduck Holdings LLC

Dear Mr. Christiansen

I am pleased to submit an unsolicited proposal to acquire a certain parcel of real estate known as the old Courthouse Parcel consisting of approximately 3.88 acres of land and a vacant building, and described in Exhibit A attached hereto. The purchase price will be \$425,000 to be paid in full at closing. The purpose of this letter is to set forth certain binding and non-binding provisions relating to that proposed purchase with the understanding that the parties will commence good faith discussions regarding a binding Purchase and Sale Agreement with regard to the proposed purchase.

It is intended that the property will be used as a site for 24 new duplex dwelling units and amenities. The Site Plan is included as Exhibit B attached hereto. Upon the execution of this Letter of Intent Blueduck will deposit the sum of \$10,000 with the City as a sign of its good faith. In the event that the parties are unable to complete the proposed purchase for any reason, the deposit shall be promptly returned in full to Blueduck. This provision is the only binding provision in this Letter.

We propose the following terms and conditions:

1. Following the execution of this Letter Blueduck will have a period of 45 days to commence its due diligence inquiries and file applications for the appropriate approvals of construction plans. The City will afford Blueduck representatives full access to all information that Blueduck determines is needed to complete those inquiries. Approvals shall not be unreasonably delayed.
2. The parties will coordinate with the adjacent owners to modify the circulation, parking and access in a mutually beneficial manner.
3. The parties agree to use their best efforts to complete the purchase and sale on or before 90 days following the approval of all applications filed with the City of Farmington relating to the proposed construction project.
4. Either party may propose to terminate or extend this Letter of Intent at any time, for any reason or no reason at all, upon 30 days written notice to the other party. A response to such a proposal shall not be unreasonably withheld. In the event of a termination the good faith deposit shall immediately be fully refunded to Blueduck.

5. Each party will be responsible for its fees, costs, and expenses incurred in connection with the proposed purchase, including, but not limited to, commissions or fees of any broker, finder, or sales agent, and any attorney or accounting fees. The City will be responsible for the brokerage commission of 5% to be paid to the Thomas A. Duke Company at closing. There are no other brokers to this transition.

If the foregoing is acceptable, please so signify by signing and returning a signed copy to Blueduck at the address set forth below.

Blueduck Holdings LLC

City of Farmington, Michigan

BY: Robert L. Henry
Robert L. Henry
Managing Member

BY: _____

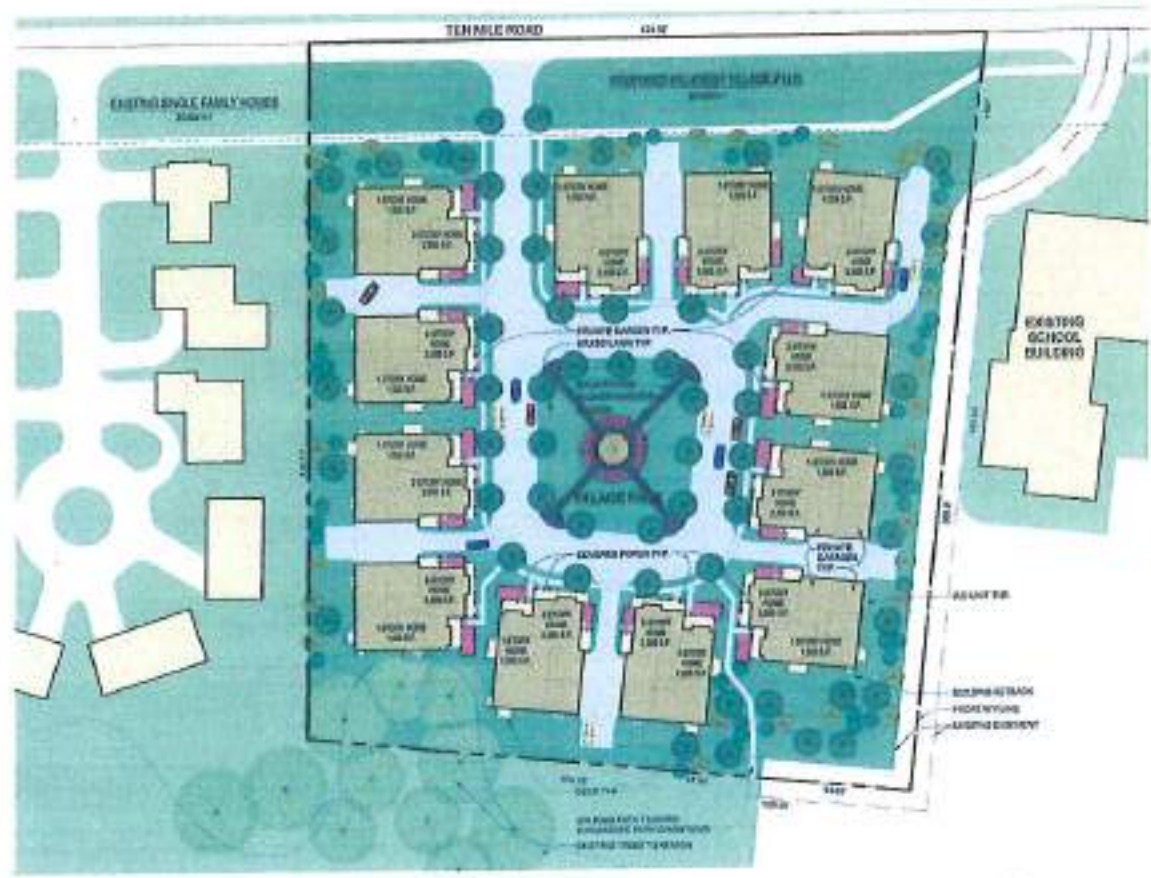
Date: 9/8/2015

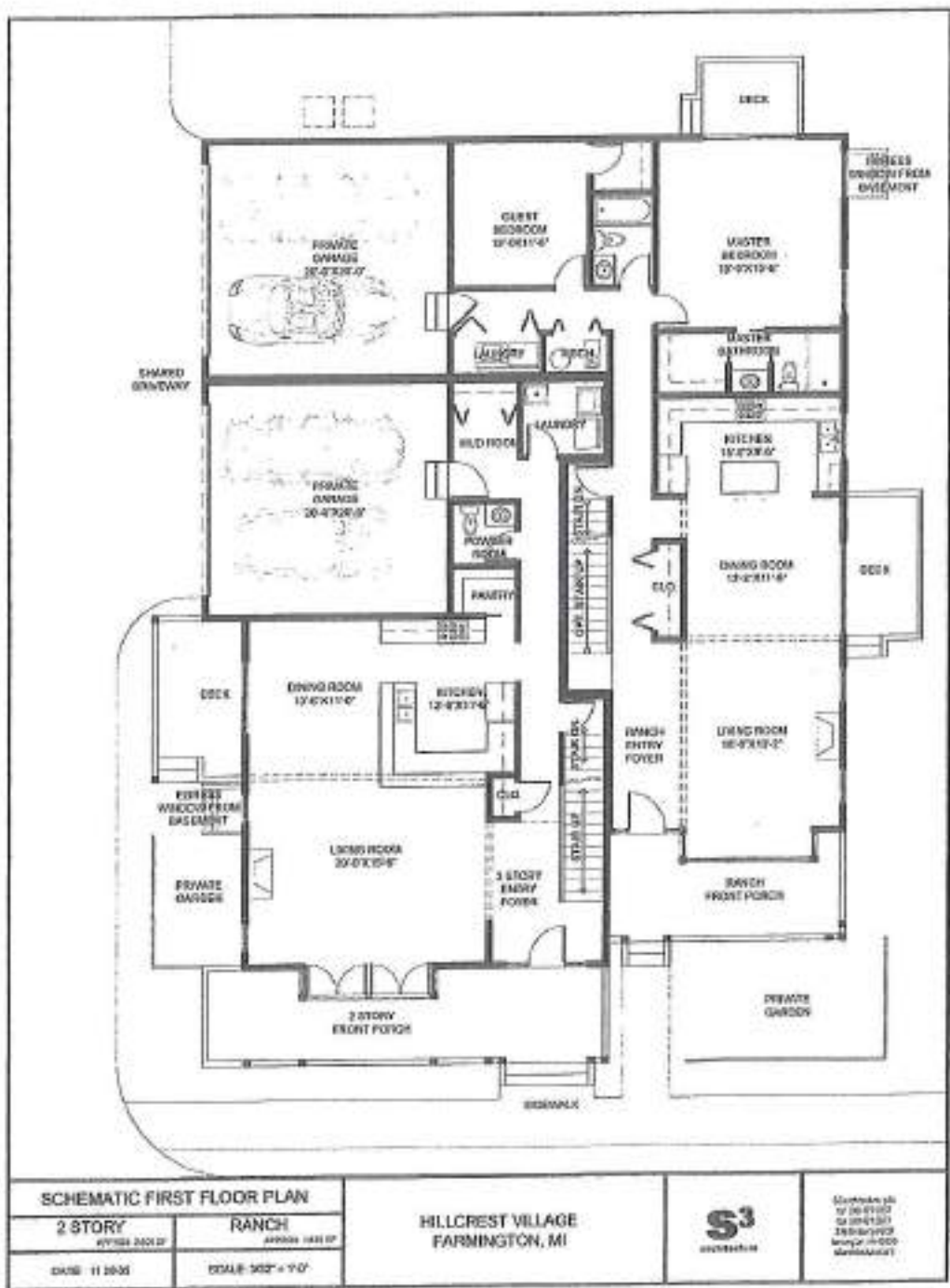
Date: _____

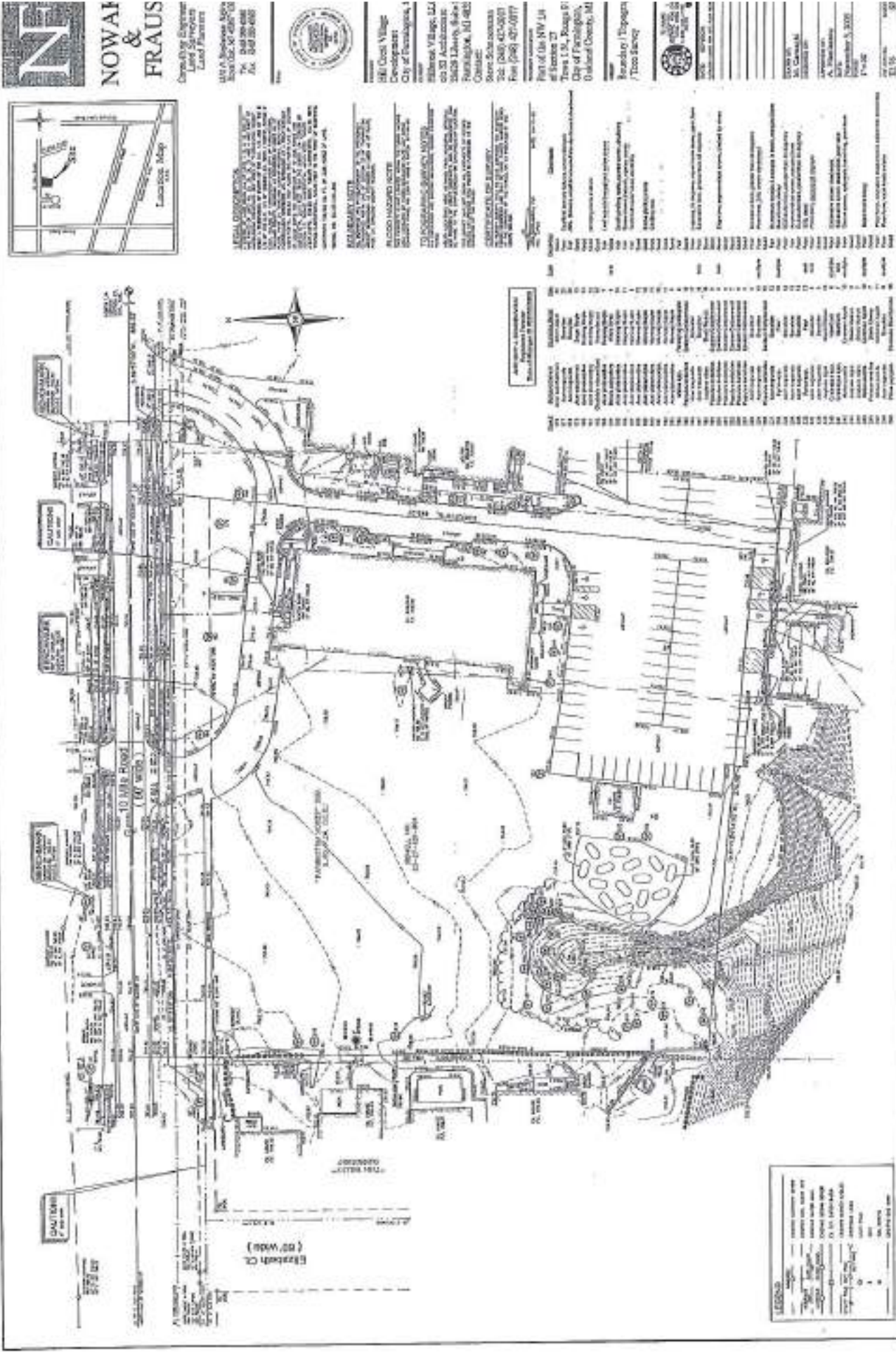
EXHIBIT A

To be provided

EXHIBIT B PROJECT SITE PLAN







N
NOWAI & FRAUS
 Consulting Engineer
 Land Surveyor
 Land Planner

1815 A. Business Bldg
 3000 Oak St. #200
 St. Louis, MO 63103
 Tel: 314.261.6600
 Fax: 314.261.6600



THE COURT VILLAGE
 Development
 City of Farmington, MD

Millbrook Village, LLC
 6933 Ardmore
 38208 Liberty, Suite 1
 Farmington, MD 21048
 Contact:
 Steve Schaeffer
 Tel: (410) 427-0010
 Fax: (410) 427-0077

Part of the NW 1/4
 of Section 27
 Town 1 S., Range 6 E
 City of Farmington,
 Oakland County, MI



REVISIONS

NO.	DATE	DESCRIPTION
1	10/1/16	Initial Issue
2	10/15/16	Revised Per Comments
3	10/25/16	Revised Per Comments
4	11/10/16	Revised Per Comments
5	11/20/16	Revised Per Comments
6	12/1/16	Revised Per Comments
7	12/15/16	Revised Per Comments
8	1/1/17	Revised Per Comments
9	1/15/17	Revised Per Comments
10	2/1/17	Revised Per Comments
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75	10/15/19	Revised Per Comments
76	11/1/19	Revised Per Comments
77	11/15/19	Revised Per Comments
78	12/1/19	Revised Per Comments
79	12/15/19	Revised Per Comments
80	1/1/20	Revised Per Comments
81	1/15/20	Revised Per Comments
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198	12/1/24	Revised Per Comments
199	12/15/24	Revised Per Comments
200	1/1/25	Revised Per Comments



LEGAL DESCRIPTION
 PART OF THE NW 1/4
 OF SECTION 27
 TOWNSHIP 1 S., RANGE 6 E
 CITY OF FARMINGTON,
 OAKLAND COUNTY, MI

PLANNING NOTE
 THIS PLAN IS A PRELIMINARY
 DESIGN AND IS NOT TO BE USED
 FOR CONSTRUCTION WITHOUT
 THE APPROVAL OF THE
 APPROPRIATE AGENCIES.

ALCOHOL HAZARDOUS SITE
 THIS SITE IS NOT KNOWN TO
 BE A HAZARDOUS SITE.

TO POSSESSORS OF RIGHTS
 ALL RIGHTS RESERVED BY
 THE ENGINEER AND ARCHITECT
 FOR THE PROJECT.

CONTRACTOR'S OBLIGATION
 THE CONTRACTOR SHALL BE
 RESPONSIBLE FOR OBTAINING
 ALL NECESSARY PERMITS AND
 APPROVALS.

PROPERTY REPRESENTED BY THIS PLAN
 THIS PLAN REPRESENTS THE
 PROPERTY OF THE CLIENT.

DATE OF PREPARATION
 THIS PLAN WAS PREPARED ON
 10/1/2016.

SCALE
 1" = 100'



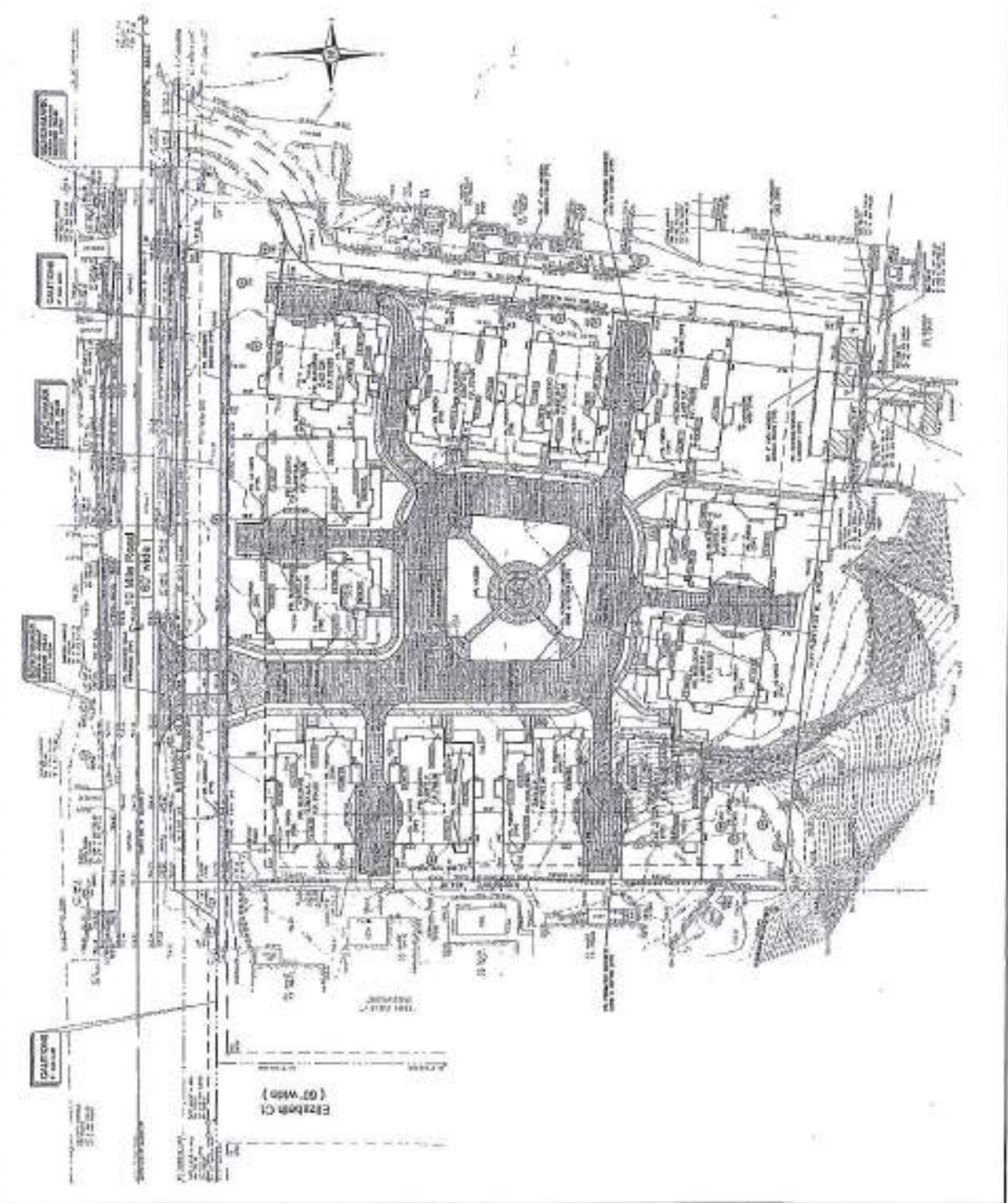
**REI Crest Village
 Development**
 City of Raleigh

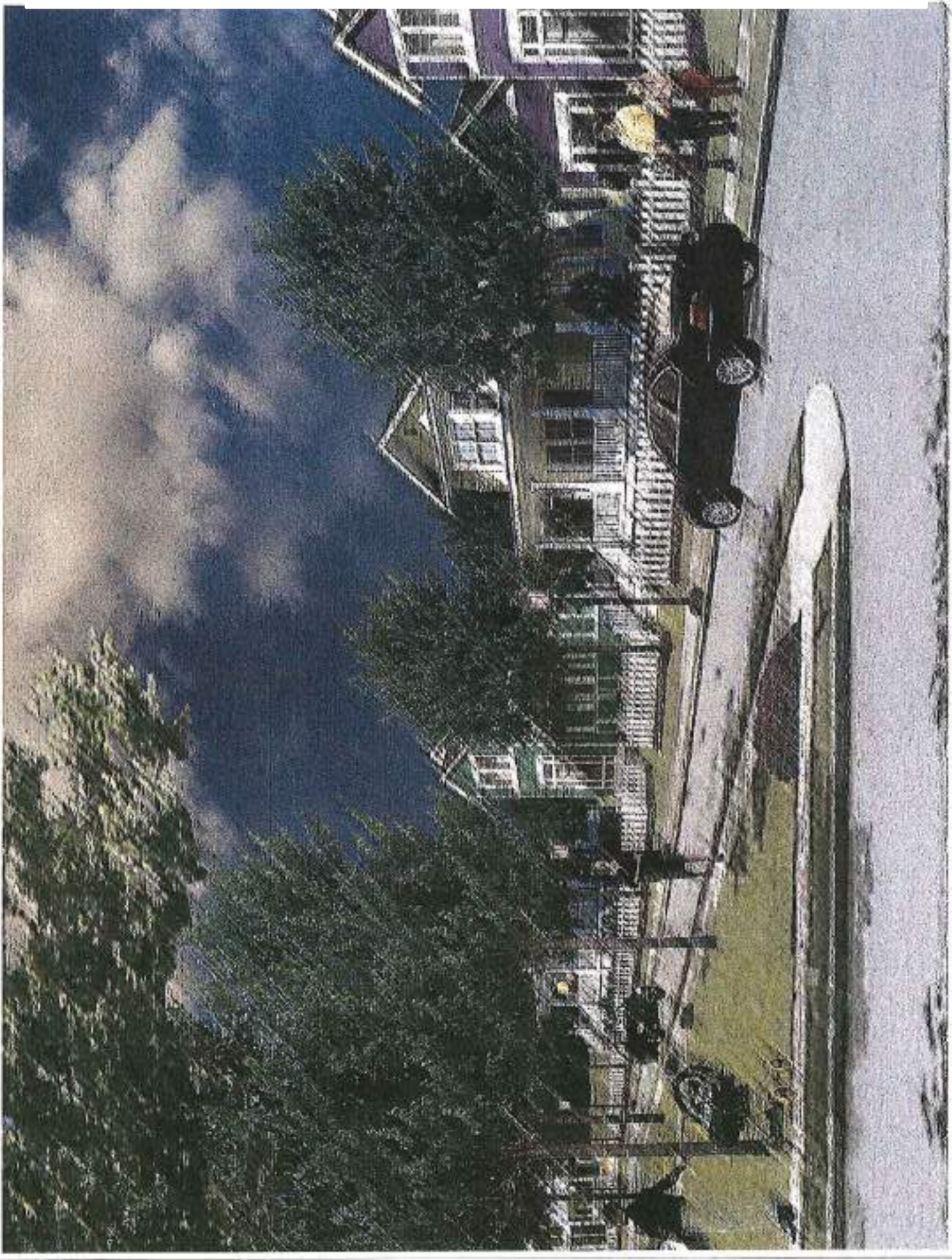
REI Crest Village, LLC
 4950 E. Address
 2020 Liberty, Suite
 2000, Raleigh, NC 27605
 Contact:
 Steve Schumann
 Tel: (919) 420-0070
 Fax: (919) 421-0377

Part of the NW 1/4
 of Section 27
 Town 1 N., Range 9 E
 City of Charlotte
 Cabarrus County, NC



DATE	10/15/2016
SCALE	AS SHOWN
PROJECT	REI Crest Village
CLIENT	REI Crest Village, LLC
DESIGNER	NOWA & FRAU
CHECKED	[Signature]
DATE	10/15/2016
PROJECT	REI Crest Village
CLIENT	REI Crest Village, LLC
DESIGNER	NOWA & FRAU
CHECKED	[Signature]
DATE	10/15/2016







Hillcrest Village
Farmington, Michigan



Hillcrest Village

Farmington, Michigan

About

Located in the historic town of Farmington, Michigan, Hillcrest Village is an exciting new development from the Farmington Development Group. Hillcrest Village is a neighborhood of 24 meticulously designed and well-appointed luxury homes in a neo-traditional village setting surrounding a 1/3 acre park and community gazebo. With views to nearby Shiawassee Park and downtown Farmington beyond, Hillcrest Village is ideally located within walking distance to nearby schools, shopping, and entertainment. Hillcrest Village, where innovation meets tradition.

Floor Plans

Elevations

Site Plan

Request Info

New Urbanism Design Principles

Hillcrest Village is designed using the smart-growth principles of "New Urbanism" which seek to harmoniously integrate pedestrian and vehicular traffic within a safe, aesthetically pleasing, walkable neighborhood fabric.

- Each home has a prominent front porch to encourage a shared sense of community while a rear deck allows for greater outdoor privacy when desired.
- At the center of the Hillcrest Village neighborhood is the park. With landscaped flower beds, brick paved walkways, and a large central gazebo structure, the park is ideal for outdoor gathering and recreation.
- Vehicular traffic is designed to be inconspicuous yet convenient for easy access to each home's private garage and parking areas.
- Pedestrian traffic is encouraged through extensive sidewalks and brick paved walls in the park. There is also a paved path to provide easy connection to Shiawassee Park and downtown Farmington.

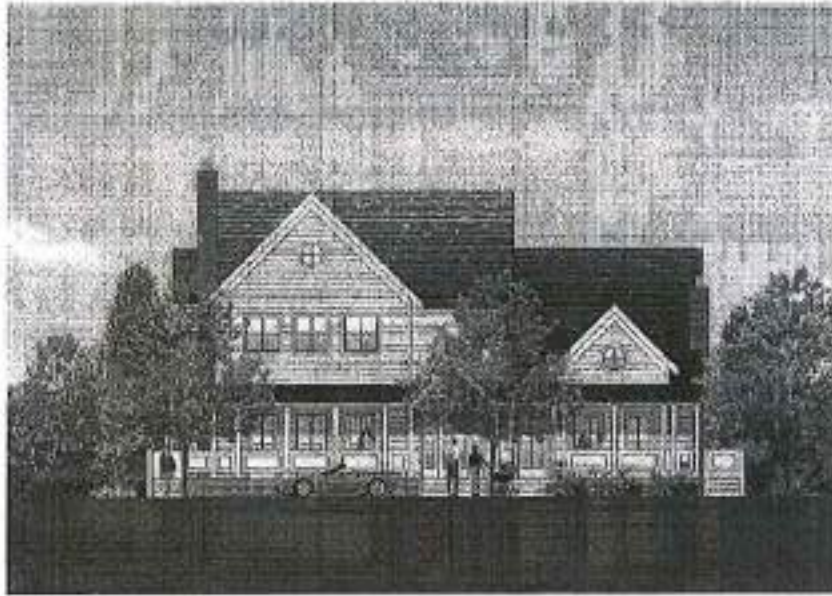
Environmentally Sensitive Design

The design of the homes in Hillcrest Village utilize the latest in high quality, environmentally sensitive building products and systems.

- Each home will be constructed in accordance to the United States Green Building Council's "LEED" rating system with the goal of achieving the equivalent of a bronze rating for the entire development.
- Among the materials and systems will be high-efficiency heating and cooling systems, sustainable wood and concrete products, and insulation values that surpass code requirements.
- The developer will offer incentives to potential residents for the purchase of energy efficient appliances, plumbing fixtures, and even qualified low-emission vehicles.



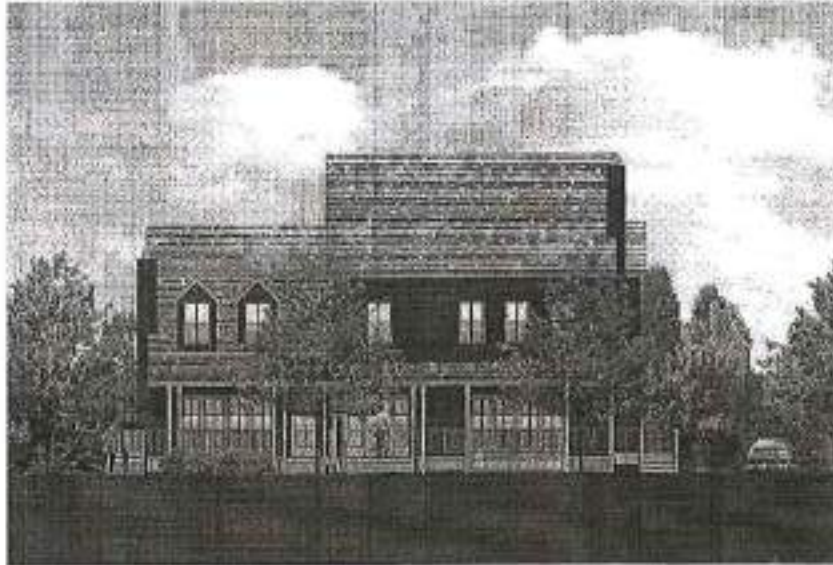
- About
- Floor Plans
- Elevations
- Site Plan
- Request Info



123



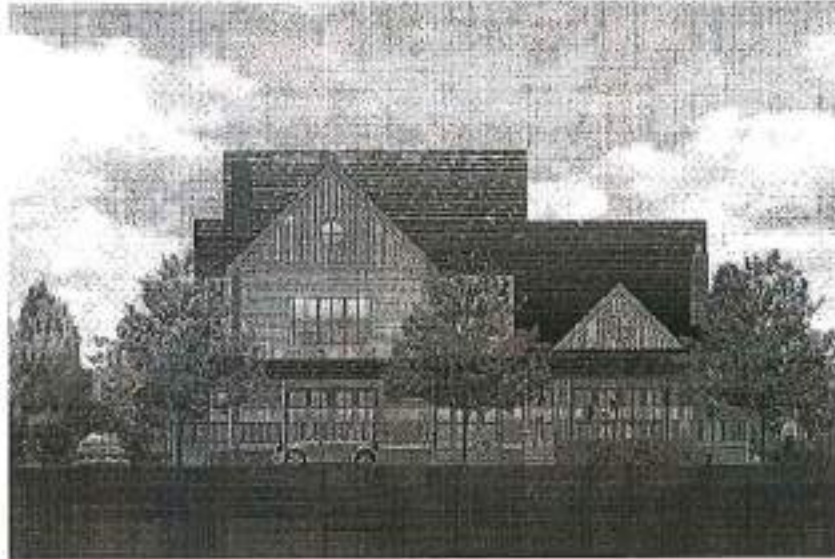
- About
- Floor Plans
- Elevations
- Site Plan
- Request Info



123



- About
- Floor Plans
- Elevations
- Site Plan
- Request Info



123





- About
- Floor Plans
- Elevations
- Site Plan
- Request Info





- About
- Floor Plans
- Elevations
- Site Plan
- Request Info



**Farmington City Council
Staff Report**
Council Meeting Date:
September 28, 2015

**Reference
Number
(ID # 1984)**
Submitted by: Lisa McGill,

Description: Consideration to Accept Downtown Area Plan

Requested Action:

Move to accept the Downtown Area Plan and to instruct City Administration to work with Farmington Public Schools and the Planning Commission to implement recommendations contained in the plan.

Background:

The Draft Downtown Area Plan was presented to the Planning Commission at their June 8, 2015 meeting. The Commission adopted the Draft Downtown Area Plan at their July 13, 2015 meeting and forwarded it to City Council for their review and consideration. The City Council reviewed the draft Downtown Area Plan at its August 24, 2015 meeting. A copy of the Draft Downtown Area Plan is attached.

Agenda Review
Review:

Lisa McGill Skipped 08/26/2015 3:01 PM
City Manager Skipped 08/26/2015 3:01 PM
City Council Completed 08/24/2015 7:00 PM
City Council Pending 09/28/2015 7:00 PM



Prepared for:
CITY OF FARMINGTON
 23600 Liberty Street
 Farmington, MI 48335



Prepared By:
OHM ADVISORS
 101 Mill Street, Ste. 200
 Gahanna, Ohio 43230



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

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- 1.1 IMPETUS FOR THE PLAN
- 1.2 PLANNING APPROACH
- 1.3 PLAN GOALS AND OBJECTIVES
- 1.4 PLAN STRUCTURE
- 1.5 HOW TO USE THE PLAN
- 1.6 PROJECT STUDY AREA

02 DEVELOPMENT ANALYSIS

- 2.1 VISION PLAN
- 2.2 MARKET ANALYSIS
- 2.3 CURRENT DEVELOPMENT TRENDS

03 DEVELOPMENT CONCEPTS

- 3.1 DEVELOPMENT PRINCIPLES
- 3.2 OVERALL DEVELOPMENT PROGRAM
- 3.3 DEVELOPMENT AREA A + B
 - » OPTION 1
 - » OPTION 2
 - » OPTION 3
 - » OPTION 4
- 3.4 DEVELOPMENT AREA C
- 3.5 DEVELOPMENT AREA D
- 3.6 DEVELOPMENT AREA E





Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

01 INTRODUCTION

EXECUTIVE SUMMARY

The Farmington Downtown Area Plan serves as a blueprint to guide the development of Downtown Farmington and its surrounding area. The Plan was born out of findings from the Farmington Vision Plan, which was completed in 2013. In addition, a market study and an analysis of current trends were considered to inform the development of the Plan, which ultimately informed the type and amount of development that is proposed for the district and elevates the area to the highest and best use. The result of this process is a plan that is informed by the wants and needs of the community and guided by the realities of the marketplace.

In addition to creating a vision which guides the development potential of the area, this document also outlines a vision and plan for the redevelopment of Shiawassee Park. The goal was to develop a vision for the park that would enhance connections between the park, surrounding neighborhoods, and the Downtown, creating an integrated urban fabric. By creating these connections, access to Downtown is greatly improved, and opportunities for new community programming can be achieved, which will help build community pride and spirit, and complement future infill development in the area.

Specific recommendations for future development in the downtown are also illustrated within this Plan. A variety of development concepts for various focus areas are included. Collectively the concepts illustrate a vision and plan to accommodate approximately 150 new apartments within the area, with a target market absorption of next two years. Adding these residential units into the area increases the functionality of Downtown and makes it a place where people can live, work and play. The recommendations for the mix of units and prices are informed by a market assessment which takes into account immigration for residents moving up and down the housing spectrum within the community, as well as attracting and serving new residents from out of town.

As a whole, this Plan outlines a vision and path to guide future public and private improvements that will elevate the economic competitiveness of the area, and enhance the overall quality of life for Farmington residents. The Plan will also serve as a road map for economic success that will continue to transform Downtown Farmington into a first class local and regional destination in Southeast Michigan.



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

PURPOSE OF THE PLAN

GUIDE...

...the community in evaluating proposed public, private, or public/private projects

INFORM...

...and guide property owners, prospective property owners, and developers as to what is needed, desired, and acceptable to the City

MEASURE...

...progress and effectiveness in the development and redevelopment of the area to ensure projects have synergistic qualities that strengthen the community as a whole

1.1 IMPETUS FOR THE PLAN

In 2013 the City of Farmington conducted a planning process with the goal of establishing a vision for the community. The result was the Farmington Vision Plan, which defined a vision and set of priority actions necessary to achieve the vision.

The visioning process brought together a diverse group of citizens to partake in a discussion that identified shared values and goals within the community and specific actions to realize them. Through this visioning process, it was clear two of the community's top priorities are promoting new economic growth and continuing to develop and enhance the downtown.

The Downtown Area Plan outlines a vision and plan to support and implement these two important outcomes of the Vision Plan. The elements found within this Plan outline a development plan for targeted areas in the downtown that enhance the overall City and improve the downtown. The Plan is informed by additional community and stakeholder input, as well as a detailed market study which guided the overall development plan for the area.

As a whole, this plan outlines a vision and path to guide future public and private improvements that will elevate the economic competitiveness of the area, and enhance the overall quality of life for Farmington residents.

1.2 PLANNING APPROACH

The planning process to prepare the Area Plan was based on a balanced approach that included City input, market analyses, and an evaluation of the current economic conditions. An ad hoc committee was formed by the City Manager to drive the project process in a focused and informed way. The process also integrated a market and economic analysis to ensure the vision and plan was balanced with economically viable solutions. Overall, a truly comprehensive and integrated approach was followed to create a plan for the downtown, one that would fully integrate land use, transportation, parks and public spaces, economic development, and other physical elements.

Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

1.3 PLAN GOALS AND OBJECTIVES

In evaluating the challenges and opportunities in the downtown, and discussing the needs of the City, the planning team developed a plan to meet the current challenges, and assist the City in carefully evaluating future development, open space, and connectivity opportunities in the Downtown area.

The Plan focuses on the impact of public and private sector investment and land-use policy, and coordinates future development with other public improvements and land-use activities. Specific Plan goals include the following:

1. A refined development plan that will respond to market conditions.
2. A vision and plan for future public improvements (with a focus on the Rouge River and Shiawassee Park) that will elevate the economic competitiveness of the area.
3. Analysis and consideration of the market conditions in the area to inform the development of a plan that responds to market place conditions.
4. Redevelopment concepts to define the development capacity for targeted parcels/areas.
5. A menu of development standards and incentives that will assist in the redevelopment of the area.
6. A marketing package with high quality graphics, market data, and specific incentives to assist in marketing the study area to the private sector.
7. Create a guide to inform and strengthen partnerships with Farmington Schools.



01 INTRODUCTION

1.4 PLAN STRUCTURE

This Plan is organized into three main sections: introduction, development analysis, and development concepts. This introduction section addresses the elements that led to the creation of the Plan. Below is a description of the remaining two sections.

DEVELOPMENT ANALYSIS

This section outlines the key finding from four areas that informed the development of the plan:

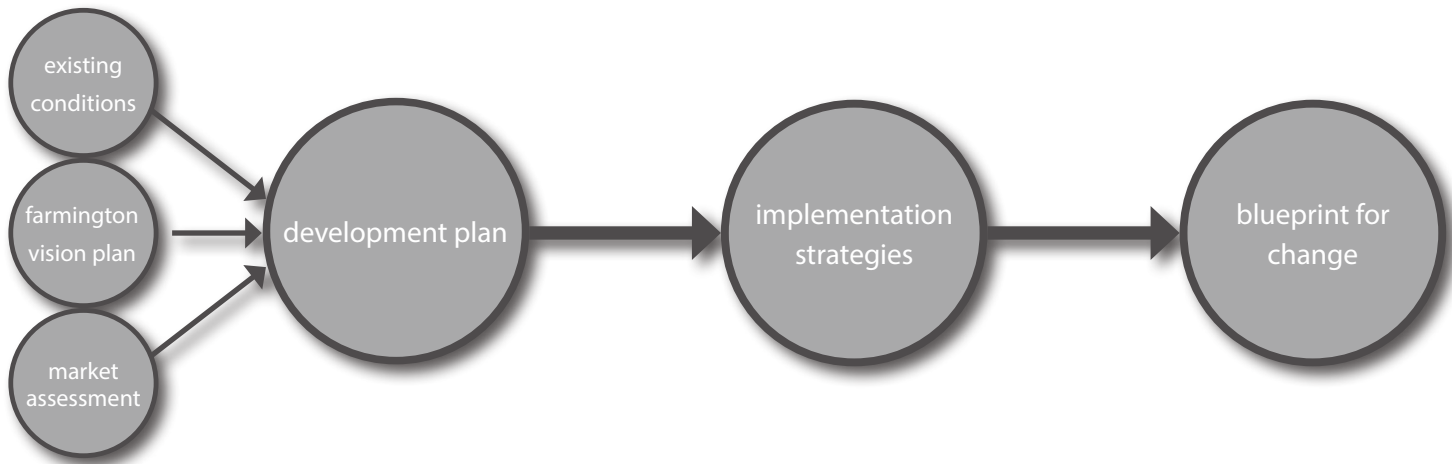
- Existing conditions in the area
- Key recommendations of the Farmington Vision Plan
- Key findings from the market study
- Current national development trends

Each of these elements balances the local intuitive knowledge of the community with focused technical understanding of the sites and the market conditions and opportunities.

DEVELOPMENT CONCEPTS

This section clearly illustrates how future growth and development in the study area should take place. Within this section are specific recommendation for the study area as a whole, as well as subareas that are more targeted parcels and nodes. Recommendations are specific to the programing of these areas, development capacity, as well as character and public amenities. The plan is intended to be a blueprint for future development, yet flexible as changes in the market occur. It is the intention of the plan to guide and inform future development in a general sense.

It is recognized that future development will likely vary from the Plan as public will and perceptions change, and financial considerations and market conditions may vary.



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

1.5 HOW TO USE THE PLAN

The Plan is intended to be used on a daily basis as public and private decisions are made concerning new development, redevelopment, capital improvements, economic incentives, and other matters affecting Downtown. The following is a summary of how decisions and processes should align with the Plan.

1. Annual Work Programs and Budgets

Individual City departments and administrators should be cognizant of the contents of the Plan when preparing annual work programs and budgets.

2. Development Approvals

Administrative and legislative approvals of development proposals, including rezoning and subdivision plats, should be a central means of implementing the Plan. Decisions by elected and appointed officials should reference relevant Plan recommendations and policies. City plans and codes should also reflect and support the vision and recommendations in the Plan.

3. Capital Improvement Program

The City’s Capital Improvement Program (CIP) should be prepared consistent with the Plan’s land use policies and infrastructure recommendations. New improvements that are not reflected in the Plan, which could dramatically impact the Plan’s land use recommendations, should necessitate a minor update to the Plan.

4. Economic Development Incentives

Economic development incentives should be reviewed to ensure consistency with the recommendations of the Plan.

5. Private Development Decisions

Property owners and developers should consider the goals and strategies of the Plan in their land planning and investment decisions. Public decision-makers will be using the Plan as a guide in their development deliberations such as zoning matters and infrastructure requests. This Plan should be used as a tool by the City to clearly communicate to property owners and developers the overall vision for what is desired within the downtown area.

6. Be Flexible

The Plan is intended to serve as a guide to help the City, development community, and local residents plan for the redevelopment of Downtown. The Plan is intended to be flexible and fluid, and should be updated and amended as appropriate. As projects, policies, and programs develop over time they may not look exactly like the images in the document, but they should address the intent of the plan. The sketches and descriptions herein provide a broad sense of how particular projects may function within these sites and provide a sense of what is acceptable to the City and its residents from a development standpoint.

01 INTRODUCTION

1.6 PROJECT STUDY AREA

The entire study area encompasses approximately 73 +/- acres in the downtown, and is generally defined as the area east of Warner Street, north of Grand River and west of Power Road (see Figure 1.1). Additionally the study area is broken down into smaller subareas that are addressed both individually and collectively throughout the Plan (see Figure 1.2). The include a collection of parcels both public and privately owned, most notably the Maxfield Training Center, the Farmington Schools Administration Building and bus garage, as well as Shiawasse Park. While the study area is a defined area, there are many parcels and buildings/businesses that are existing and likely to remain. These areas both had economic, social, or historical value, and complement the overall Plan. The intent was to create a plan that left these areas intact while considering how they would advance the future plans for the area.

Figure 1.1 - Project Study Area



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

Figure 1.2 - Project Subareas



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

02 DEVELOPMENT ANALYSIS

INTRODUCTION

To support and guide the recommendations and concepts in this Plan a number of elements were considered. Specifically this included the key findings from the Farmington Vision Plan, a market assessment, and market trends.

The market assessment evaluated the residential market potential in the Downtown area. The market study was based on the analyses of the area including the existing and anticipated rental housing market and the past and future trends in the residential market, demographics, the economy, housing demand, and the downtown location in the market area. The study evaluates past, current, and future trends in the area; the impact of those trends on rental housing alternatives; current rental housing alternatives; need and market support for additional rental housing; and any proposed additions to the area rental base.

SECTION ELEMENTS

This section includes an analysis of the market conditions within the Farmington area. The following elements were analyzed as part of this market assessment.

- Demographics
- Current Rental Market
- Market Conditions
- Housing Continuum
- Current Trends
 - » Millennials + Boomers
 - » Place First
 - » Lending Environment
 - » Buying vs. Renting
 - » Household Structure
 - » Healthy + Sustainable
 - » Walkability + Connectivity



02 DEVELOPMENT ANALYSIS

2.1 VISION PLAN - WHAT DID IT SAY?

The Farmington Vision Plan was the result of an intensive six month citizen-based initiative to answer the underlying question “What is needed for Farmington to be the best that it can be in the future?” By working together as a community to answer this question, a holistic, collaborative vision and action plan was created.

The vision process brought together a diverse group of citizens to chart a course toward a common future that reflects the community’s shared values. It identified initiatives for quality of life in the City—from arts and culture to economic health, to community activities. It also presented specific actions to realize a desired future.



Through the process more than 300 community members participated in the process through five different public meetings generating more than 250 ideas that informed the development of the vision. The end result was six vision initiatives. These initiatives are outlined below.

- **Staying Connected** – A community with a complete transportation system where people can easily travel by foot, bicycle, transit, and car.
- **Getting Active** - A community that is served by both passive and active greenspaces that enhance the overall quality of life in the community and complement economic growth.
- **Community Oriented** - A community that embraces and promotes community and cultural events that bring people together.
- **Economically Competitive** - A community that promotes growth and development which builds and strengthens the local economy.
- **Fiscally Balanced** - A community that strives to balance revenue sources through new growth and funding opportunities.
- **Accessible and Diverse** - A community with a range of housing types that attracts the creative class, millennials, and baby boomers.

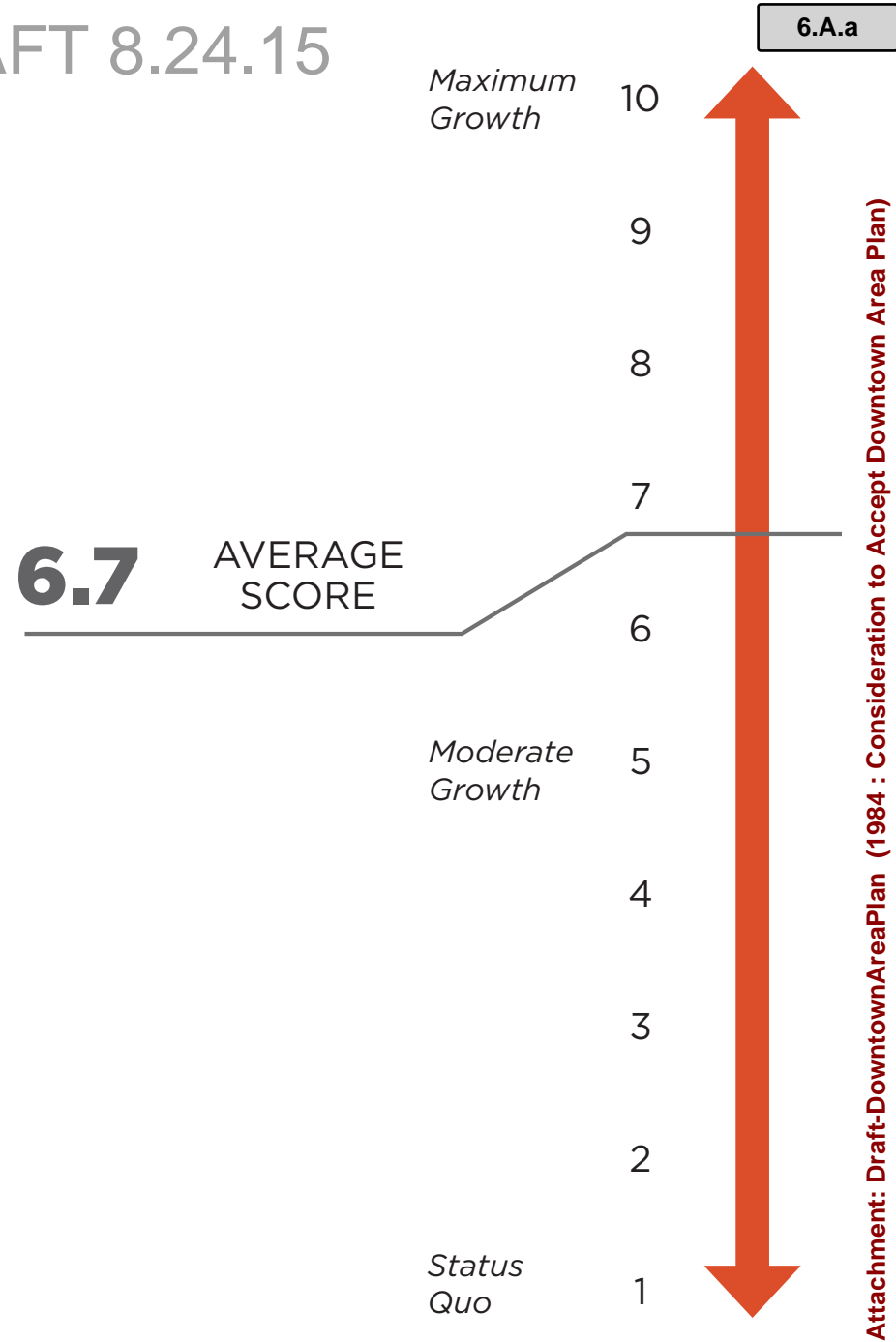
Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

These initiatives were then prioritized by community participants. Staying economically competitive was given the highest level of priority by the community, followed by being accessible and diverse (providing a range of housing choices).

An additional question was asked as part of the vision planning process to determine where and how to grow in the community to stay economically competitive and promote new housing choices. The Question was, “Should the City maintain the status quo, embrace moderate growth (some growth inward and up in height) or allow for maximum growth (grow outward, inward, and up in height). On a scale of 1-10 (one being status quo and ten being maximum growth) what do you think the future of Farmington should look like?” Participants indicated a preference for moderate to maximum growth with an average “growth score” of 6.7.

To determine where to grow various sites/areas around the community were identified as growth opportunities, the downtown area, and specifically the Maxfield Training Center and surrounding properties were identified has a high priority for new development.

This plan is the implementation of these key initiatives and priorities as identified and outlined in the Farmington Vision Plan.



2.2 MARKET ANALYSIS

METHODOLOGY

The methodology used in this study is centered on three analytical techniques: the Effective Market Area (EMA) principle, a 100% data base, and the application of data generated from supplemental proprietary research.

THE EFFECTIVE MARKET AREA (EMA) PRINCIPLE

An EMA is the smallest specific geographic area that will generate the most support for that development. This methodology has significant advantages in that it considers existing natural and man made boundaries and socioeconomic conditions.

SURVEY DATA BASE

This survey employs a 100% data base. In the course of a study, field analysts surveyed not only the developments within a given range of price, amenities, or facilities, but all conventional developments within the EMA.

PROPRIETARY RESEARCH

Central to the results of this market study are the regional and national trends recognized from more than 1,500 communities. Rents, units and project amenities, occupancy levels, rate of absorption, and rent/value relationships of other studies are used in the research conducted in this study.

EFFECTIVE MARKET AREA

The Effective Market Area for this study included Farmington and parts of Farmington Hills, Livonia, Novi, and the eastern portions of Redford Township and Southfield. Specifically, the Site EMA is bounded by West 14 Mile to the north, Inkster Road and Telegraph Road to the east, Interstate 96 to the south, and Haggerty Road, Meadowbrook Road, and State Route 5 to the west.

Based on the characteristics of the Site EMA, a field survey of existing rental housing development, an analysis of the appropriateness of the site for the proposed development, and a demographic analysis of the Site EMA, support levels can be established for additional multifamily rental development.

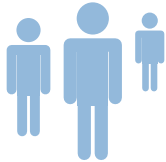
FIGURE 2.1: STATE REFERENCE



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

EFFECTIVE MARKET AREA INDICATORS

Demographics

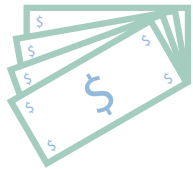


Population - 2010
170,295

Households - 2010
70,459

Average Family Size - 2010
2.39

Income



Median Household Income - 2012
\$65,441

Average Household Income - 2012
\$84,902

Per Capita Income - 2012
\$35,300

Housing



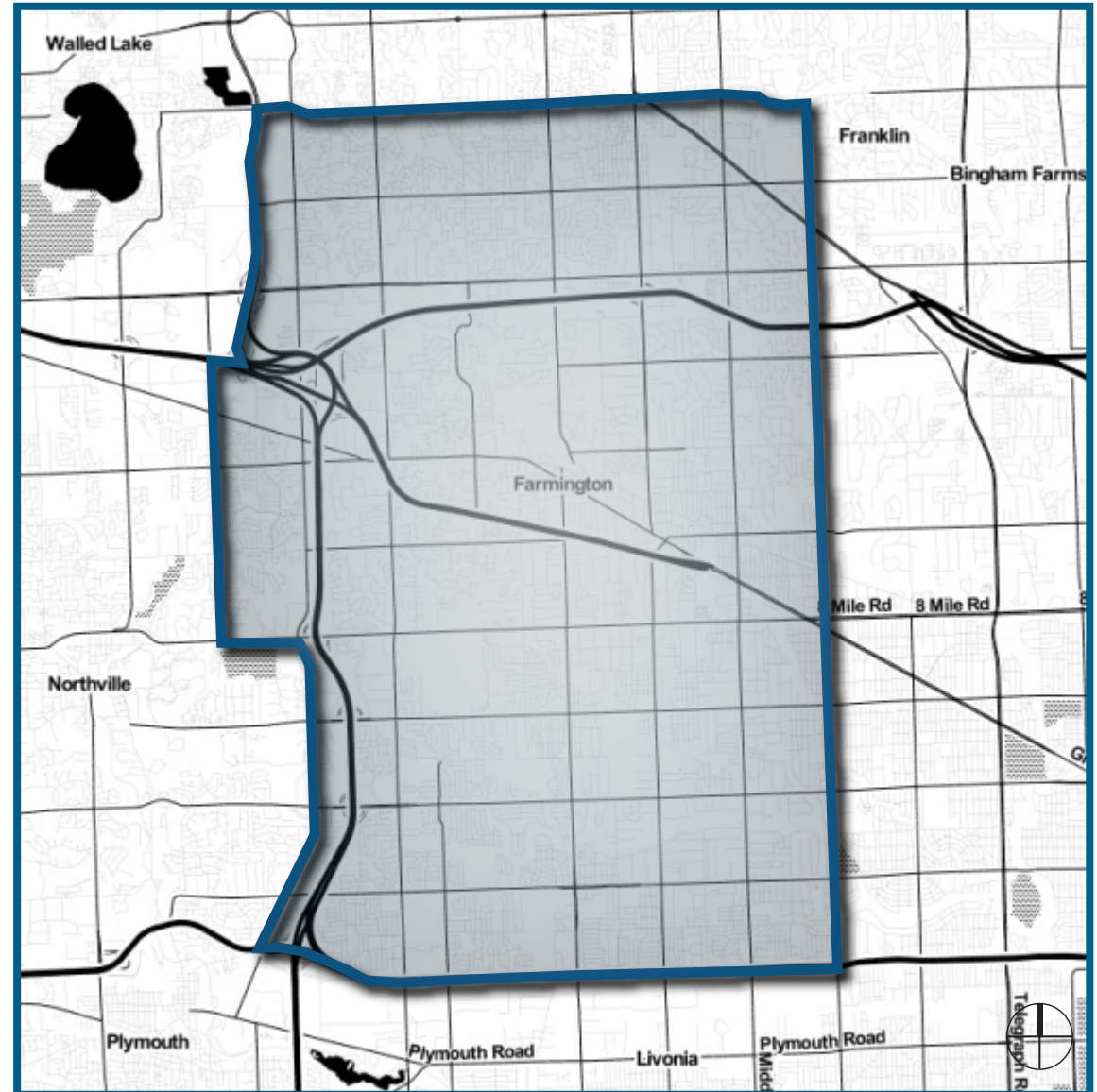
Owner Occupied - 2010
68.80%

Renter Occupied - 2010
25.1.0%

Median Home Value - 2012
\$143,908

Source: ESRI

FIGURE 2.2: EFFECTIVE MARKET AREA



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

MARKET ASSESSMENT KEY FINDINGS

- The Farmington EMA is significantly under served with upscale apartment communities as demonstrated by a very low vacancy rate and relatively high rents.
- Further, most apartment communities in the EMA are aging, many are becoming functionally obsolete.
- Based on current market conditions it has been determined the Farmington area could support approximately 400 to 500 units over a 4-6 year period.
- A wide mix of product type and rent ranges in the upper market ('high end') should be considered.
- There is strong market potential to support 100 - 200 units in a true urban mixed-use environment.

A thorough analysis of the existing and potential residential market conditions and opportunities was conducted as part of this study. This included the following analyses:

- *Analysis of the overall EMA rental housing market*
- *Historical housing trends*
- *Current market conditions based on 100% field survey of modern apartments*
- *Appropriateness of the site for the subject development*
- *Current and expected economic and household growth conditions*
- *Area apartment demand factors, including income-appropriate households*
- *Support from existing multifamily renters (step-up/down support)*
- *A trend line analysis, based on a "rent by comparability index" evaluation of all conventional developments within the Site EMA, is used to evaluate rents for the proposed development*
- *Floor plan analysis and comparison with comparable product*



MARKET CONDITIONS

Vacancies are relatively low in the market area, indicating the rental housing supply is limited and demand is high.

A total of 13,141 conventional apartment units in 74 projects were surveyed in the EMA (not including 64 units under construction). A total of 12,075 of these units are in 68 market-rate developments. (The remaining 1,066 units are located in 6 subsidized developments.) Table 2.1 shows the analysis of the residential units surveyed in this market.

Among market-rate developments, 42.6% are 100.0% occupied, accounting for 27.9% of the total units. Only 22.1% of all developments had occupancies below 95.0%. Vacancies are relatively low in the market area, and the market appears limited by supply rather than demand (see Table 2.1). The apartment base within the EMA contains a well-balanced distribution of one- and two bedroom units, with 44.1% and 54.0%, respectively.

While there is generally an aging residential stock in the market area, rents have continued to increase annually.

Rents in the EMA have increased at an average of 1.8% per year over the past several years. It is estimated that 95.6% of the market-rate units surveyed were constructed and opened before 1990. These older developments contain a combined total of 11,883 units with 428 vacancies, a 3.6% vacancy rate (see Table 2.2).

**TABLE 2.1:
DISTRIBUTION OF CONVENTIONAL MARKET-RATE
APARTMENTS AND VACANCY RATE**

Unit Type	Number	Percent	Vacancy Rate
Studio	56	0.5%	1.8%
One-Bedroom	5,328	44.1%	1.8%
Two-Bedroom	6,524	54.0%	1.2%
Three-Bedroom	167	1.4%	1.8%
Four-Bedroom	0	0.0%	-
TOTAL	12,075	100.0%	1.5%

**TABLE 2.2:
MEDIAN AND UPPER-QUARTILE RENTS AND
VACANCIES**

Unit Type	Median Rents	Overall Vacancy Rate	Upper -Quartile		
			Rent Range	Number of Units	Vacancy Rate
Studio	\$450	1.8%	\$470-\$485	14	0.0%
One-Bedroom	\$725	1.8%	\$821-\$1,051	1,332	1.2%
Two-Bedroom	\$915	1.2%	\$1,065-\$1,400	1,631	0.9%
Three-Bedroom	\$1,065	1.8%	\$1,655-\$1,701	42	4.8%
Four-Bedroom	-	-	-	-	-

HOUSING CONTINUUM

A continuum of housing options is critical in supporting both lower end and higher end residential units. A broad range of rental prices and units should be available to allow residents to “step-up and -down” through the rental market.

Step-up/down support is a critical factor in projecting absorption because it directly measures the depth of potential support from the households most likely to move to the subject site. Step-up/down support is best expressed as a ratio of proposed units to potential support. A lower ratio indicates a deeper level of market support, while a higher ratio indicates a lower level of potential support from conventional renters.

Step-down support represents existing renters within the Site EMA who should perceive the proposed development as offering a greater value at a rent lower than or equivalent to their current rent. Typically, this value results from renters who would perceive the subject site as a higher-quality project at an equal or lower rent, or as a project of quality similar to their current unit but at a lower rent.

The step-down base includes all units with higher rents than the subject site, but lower or equivalent comparability index ratings within the Site EMA. At the proposed rent levels, the step-up/down support base totals 2,528 units. The proposed 150-unit development represents only 5.9% of the total step-up/step-down support base, an excellent ratio. A break down of step-up and-down support is shown in Table 2.4.

Table 2.5 displays where the projected support will come from for the proposed development and compares it to the typical make up of geographic support.

TABLE 2.4: DISTRIBUTION OF STEP-UP/STEP-DOWN SUPPORT

Unit Type	Step-Up Support	Step-Down Support	Total
One-Bedroom	950	434	1,384
Two-Bedroom	1,051	-	1,051
Three-Bedroom	93	-	93
TOTAL	2,094	434	2,528
Units Proposed	150		
Ratio of proposed units to potential step-up/step-down support base	5.9%		

TABLE 2.5: GEOGRAPHIC SUPPORT

	Typical Support	Anticipated Support
Internal Mobility		
Apartment	50%	55%
Other	20%	15%
External Mobility	30%	30%
TOTAL	100%	100%

Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

MARKET POTENTIAL

There is an immediate demand for approximately 150 units within Downtown Farmington in the next 12 months with the potential of upwards of over 400 units in a 5 year period.

that Downtown Farmington could support an additional 400 to 500 units over the next 4- to 6-year period. In order to achieve these additional units, a wide range of product type, amenities, and rent ranges need to be supplied. This should also feature at least some of the product in a true mixed-use environment.

The Farmington Effective Market Area is significantly underserved by upscale apartment units as demonstrated by very low vacancy rate and relatively high rents. According to the market assessment, Downtown Farmington has the ability to absorb an average of 11 to 12 units per month with the possibility of absorbing up to 14 to 16 units per month. With this market, 150 units can be supported in the first year. The market is also currently made up highly of older, often functionally obsolete apartment communities that lack the features current residents expect. With this in mind, it is clear

TABLE 2.6: PROPOSED RESIDENTIAL DEVELOPMENT

Unit Type	Number	Square Feet	Rents at Opening*	Rent Per Square Feet
One-Bedroom / 1.0 Bath Garden	36	725	\$975	\$1.35
Two-Bedroom / 2.0 Bath Garden	82	1,050	\$1,275	\$1.21
Three-Bedroom / 2.0 Bath Garden	18	1,200	\$1,500	\$1.25
Three-Bedroom / 2.5 Bath Townhouse Attached Garage	8	1,250	\$1,595	\$1.28
TOTAL	150			

*2015

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2.3 CURRENT DEVELOPMENT TRENDS

MILLENNIALS + BOOMERS

Millennials (1981-1999) and Baby Boomers (1946-1964) make up the largest share of the nation’s population (53% total). As a result, the trends for each of these generation groups have a large impact on the market. Baby Boomers value housing that is close to entertainment, retail, and medical services while Millennials looks for locations that are diverse, walkable, and offer plentiful entertainment and employment opportunities. Baby Boomers prefer to live in Small Towns/Rural locations or Suburbs while Millennials prefer suburban city living.

PLACE FIRST

Current trends indicate a swing in how individuals choose where to live. A growing number of Millennials choose where

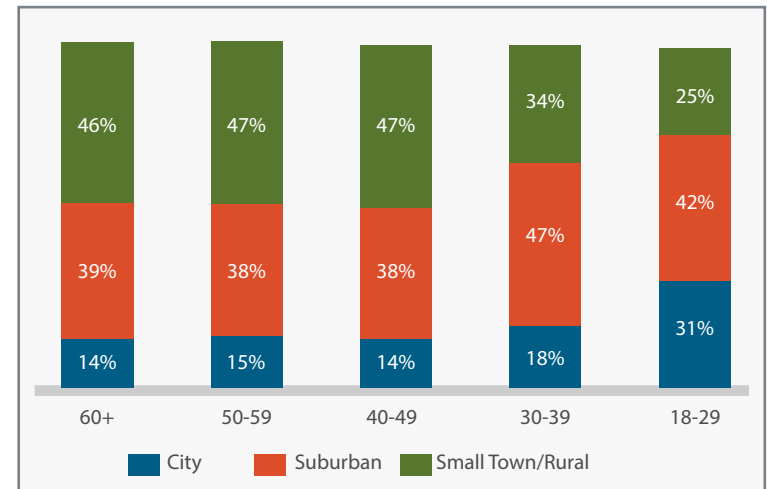
they want to live first and then resolve the logistics of finding employment and housing in their desired location. Millennials seek destinations that offer a superior quality of life and ample amenities. They have a preference for in-town areas and inner suburbs that feature diversity and walkability in close proximity to jobs and entertainment. This is drastically different than past generations that first sought jobs and then moved to the location of their job. The result of this change is more competition for jobs and housing in popular urban areas that offer the desired amenities. A subsequent decrease in the desire to live in outlying suburbs, small towns, and rural areas follows as these locations lack the sought-after amenities and have less abundant opportunities for employment.

TABLE 2.7: NATIONAL POPULATION BY AGE GROUP

Generation	Born	2010 Age	2010 Population	2010 Percent of Nation
Eisenhowers	Before 1946	64+	41 million	13%
Baby Boomers	1946-1964	45-64	80 million	26%
Gen X	1965-1980	29-45	62 million	20%
Gen Y (Millennials)	1981-1999	1981-1989	85 million	27%
Gen Z (?)	2000 and After	0-10	42 million	14%

Source: ?

TABLE 2.8: LIVING AREA BY AGE GROUP



Source: 2011 National Community Preference Survey, National Association of Realtors, March 2011

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LENDING ENVIRONMENT

Lending regulations have become markedly stricter allowing only the most qualified applicants access to financial resources, thus making it difficult to procure the financial resources needed to purchase and maintain a property.

BUYING VS. RENTING

While owning a home may be desired by some, current trends indicate that many individuals are more inclined to rent instead. Buying can offer a greater return on investment over time, but also carries a significant amount of financial risk as well as maintenance over time. Renting often does not carry the financial risk or maintenance of owning property. Longevity is also an important factor in determining whether to buy or rent. While owning typically involves a long-term commitment from the buyer, renting can offer short or long term living solutions and allows tenants the flexibility to move when desired or needed.

HOUSEHOLD STRUCTURE

As household population and structure evolve over time, subsequent changes in housing needs become apparent. The average family size in 2010 was 2.39 individuals per household. This number has decreased over time due to the large percentage of the population made up of Baby Boomers and Millennials that have smaller households than past generations. Many Baby Boomers are within the age range that they no longer have dependents living with them and many Millennials have not yet established families. This decrease in family size decreases the desire for large single-family homes that can accommodate a larger family and drives up the need for smaller, more versatile housing. Large single-family homes in

suburbs where an abundance of land is available are no longer the norm and there is a need for a variety of housing sizes and types to accommodate forward trends in household structure.

HEALTHY AND SUSTAINABLE

Healthy and sustainable initiatives can enhance the overall quality of life in a community and will attract talented individuals and high-quality investment. Such initiatives may include investment in park space, trails, and community amenities that promote a healthy lifestyle. Passive and active greenspaces can spur economic development not only by enhancing the quality of life for residents, but also by attracting regional visitors to signature outdoor parks and amenities.

WALKABILITY + CONNECTIVITY

An emphasis on a complete transportation system allows people to easily travel by foot, bicycle, transit, or car. Factors that influence walkability include pedestrian facilities such as sidewalks, cross walks, and wayfinding and signage. Bicycle connectivity is influenced by bike lanes and/or on-street sharrows, multi-use paths, and bicycle storage facilities. Public transit allows individuals to connect to both local and regional destinations. Communities that are easily navigable on foot are desired as more Millennials want to live in close proximity to employment and entertainment options and the ease and convenience of walkable and well-connected communities is preferred.



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

03 DEVELOPMENT PLAN

INTRODUCTION



The development plan paints the picture for the redevelopment potential and vision of specific areas in Downtown Farmington. The concepts displayed on the following pages are based on ideas that stemmed from the Vision Plan and informed by the market assessment. The main goals of the development plan is to create a better connected and economically viable Downtown while adding residents and continuing to beautify the area.

At the core of the development plan are principles that promote the existing assets of Downtown while improving connectivity, character, and community. These principles call for the addition of residential property into the downtown and an increase in opportunity for social interaction, recreation, and new commercial activity.

Through these and other principles the Plan blends public and private uses, recreational activity, integrated indoor and outdoor spaces, and a state-of-the-art park that advances the public realm and expresses innovation and embodies the spirit of Farmington.

The Plan is defined by these six development principles. These principles express the desired outcome of future development in simple terms. The principles informed the development of the concept concepts and guidelines.

Design concepts are also shown for each section of the development area. These concepts are supported by high-quality graphics and development data that breaks down the programming of the area.

03 DEVELOPMENT PLAN

3.1 PRINCIPLES

The design principles developed for this Plan build on the vision of the Farmington Vision Plan, and integrate the goals and principles of good urban design to create a successful downtown. The market analysis, current trends and existing conditions also inform the direction of the Plan and the principles to create a document that is practical and realistic. These principles were used to guide the development of the design concepts for each of the subareas.



1. COMPLEMENT THE HISTORIC DOWNTOWN

All future development and redevelopment should complement the historic and pedestrian orientation of downtown Farmington. Buildings along Grand River Avenue should be set close to the street, with commercial uses located on the ground floor. The streetscape should provide comfort and safety to pedestrians while providing an atmosphere conducive to an economically and socially vibrant district.



2. LEVERAGE THE ROUGE RIVER TO CREATE A DISTINCT AND DYNAMIC PUBLIC PARK

The Rouge River provides a considerable opportunity to create parkland that can become the recreation hub for Farmington. This area should offer an array of activities for all age groups that take advantage of the proximity to the Rouge River, while being convenient and accessible from the downtown.



3. INTEGRATE RESIDENTIAL INTO THE EXISTING DOWNTOWN

As outlined within the Farmington Vision Plan, a variety of residential uses and densities have been suggested within the downtown area. To create a vibrant and successful downtown, residential was, and continues to be, an essential element in creating a sustainable, safe, and prosperous district.



4. CREATE A CONTINUOUS SYSTEM OF PEDESTRIAN ORIENTED ENVIRONMENTS

Creating both physical and social connections is important when planning a site within an existing neighborhood and district. This principle is about enhancing existing connections, and creating new ones that connect individual projects and areas with existing strengths to create a continuous district environment. This requires careful attention to how the site relates to the street and public spaces, as well as the coordinated design of future public spaces.



5. PROMOTE A QUALITY ARCHITECTURAL CHARACTER WITH BUILDINGS AND FEATURES SCALED TO THE PEDESTRIAN

One common characteristic of the downtown is the acknowledgement of the public realm along the street. The orientation of the buildings should be one of the core design principles for this area. Pocket parks, plazas, stoops, and views from the building to the street should be considered as part of the architectural character of the district.



6. CREATE FURTHER OPPORTUNITIES FOR ECONOMIC DEVELOPMENT

Downtown Farmington should create an atmosphere where businesses are able to grow and thrive, bringing jobs and economic benefit to the City. Creating a social, commercial, and recreational destination for residents, reinforced with an additional base of residential support within a close walking distance will further establish the downtown as a successful center of commerce.

03 DEVELOPMENT PLAN

DEVELOPMENT AREA A+B

DEVELOPMENT CONCEPT

A dynamic mixed-use development that enhances the economic competitiveness of the downtown, creates new opportunities for entertainment and gathering, expands housing choices, and bridges the gap between Grand River Avenue and Shiawassee Park.

PROGRAM

- New parking areas (public and private)
- Mixed-use with a focus on residential
- Enhanced connections to Shiawassee Park
- Complement Riley Park
- Consider phased development scenario
- Embrace and enhance Grand River Avenue Streetscape
- Create new public spaces that promote social interaction
- Create something unique in the market place

FIGURE 3.1 SUBAREAS A+B - EXISTING CONDITION



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FIGURE 3.2: MIXED USE AND RESIDENTIAL CHARACTER IMAGES



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03 DEVELOPMENT PLAN

DEVELOPMENT AREA A+B - OPTION 1

DEVELOPMENT CONCEPT

Option 1 includes a parking garage adjacent to the primary building, but allows it to be hidden from the view of Grand River Avenue and adjoining residential neighborhood through a row of townhomes. A pedestrian alley connects the building to Grand River Avenue and the proposed park within Subarea C.

SITE DATA - OPTION 1

Retail Area: 12,000 sq.ft.
M.F. Residential: 122 d.u.

Parking Required

Retail: 4/1000 sf. 48 sp.
Residential: 1.5/du. 183 sp.

Parking Provided

Structured: 203 sp.
Surface: 76 sp.
On-street: 11 sp.
Town House 18 sp.

Total Required: 231 sp. Total Provided: 308 sp.

LEGEND

- 1. 1st Floor Retail, 2nd Floor Residential
- 2. 2-Story Residential
- 3. 3-Story Residential
- 4. 3-Level Parking Garage
- 5. Apartment Building Courtyard
- 6. Pedestrian Corridor
- 7. Public Park Improvements
- 8. Surface Parking
- 9. 2-Story Townhomes

FIGURE 3.3: A+B OPTION 1



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

DEVELOPMENT AREA A+B - OPTION 2

DEVELOPMENT CONCEPT

Option 2 integrates a single parking deck within the primary building, hidden from the view of Grand River Avenue. The concept adds additional townhomes to the west of the site, while maintaining pedestrian connectivity to the proposed park within Subarea C. First floor commercial fronts Grand River Avenue to maintain the urban fabric and pedestrian atmosphere of Downtown Farmington.

SITE DATA - OPTION 2

Retail Area: 14,100 sq.ft.
 M.F. Residential: 149 d.u.

Parking Required

Retail: 4/1000sf 57 sp.
 Residential: 1.5/du. 224 sp.

Total Required: 281 sp.

Parking Provided

Structured: 197 sp.
 Surface: 138 sp.
 On-street: 11 sp.
 Total Provided: 346 sp.

LEGEND

1. 1st Floor Retail, 2nd Floor Residential
2. 2-Story Residential
3. 3-Story Residential
4. 2-level Parking Deck
5. 2-Story Townhomes
6. Pedestrian Corridor
7. Public Park Improvements
8. Surface Parking

FIGURE 3.4: A+B OPTION 2



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

03 DEVELOPMENT PLAN

DEVELOPMENT AREA A+B - OPTION 3

DEVELOPMENT CONCEPT

Option 3 retains the courtyard within the building center, while removing all structured parking on-site. All parking is provided as surface lots. This configuration results in the least amount of retail space and lowest residential unit count of any of the options.

SITE DATA - OPTION 3

Retail Area: 12,000 sq.ft.
M.F. Residential: 113 d.u.

<u>Parking Required</u>		<u>Parking Provided</u>	
Retail:	4/1000 sf. 48 sp.	Structured:	n/a
Residential:	1.5/du. 170 sp.	Surface:	302 sp.
		On-street:	11 sp.
Total Required:	218 sp.	Total Provided:	313 sp.

LEGEND

- 1. 1st Floor Retail, 2nd Floor Residential
- 2. 2-Story Residential
- 3. 3-Story Residential
- 4. Apartment Building Courtyard
- 5. Pedestrian Corridor
- 6. Parking

FIGURE 3.5: A+B OPTION 3



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

DEVELOPMENT AREA A+B - OPTION 4

DEVELOPMENT CONCEPT

Option 4 moves the parking garage to the east side of the site and adds residential units to the west portion of the site. The center residential courtyard is retained, and pedestrian access to and from the street and the park is maintained with the pedestrian walkway.

SITE DATA - OPTION 4

Retail Area: 17,300 sq.ft.
 M.F. Residential: 121 d.u.

Parking Required

Retail: 4/1000 sf. 69 sp.
 Residential: 1.5/du. 181 sp.

Parking Provided

Structured: 203 sp.
 Surface: 130 sp.
 On-street: 11 sp.

Total Required: 250 sp. Total Provided: 344 sp.

LEGEND

1. 1st Floor Retail, 2nd Floor Residential
2. 2-Story Residential
3. 3-Story Residential
4. 2-Story Townhomes
5. 3-Level Parking Garage w/ 1st Floor Retail
6. Apartment Building Courtyard
7. Pedestrian Corridor
8. Parking

FIGURE 3.6: A+B OPTION 4



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03 DEVELOPMENT PLAN

DEVELOPMENT AREA A+B - OPTION 5

DEVELOPMENT CONCEPT

Option 5 leaves the properties along Grand River Avenue in place and shows how a redevelopment of the site to the north can occur. A structured parking core is wrapped by four-stories of flats. Townhomes are located to the west of the site, and provide parking under the structure. The buildings form a pedestrian corridor that leads to the entrance of the park amphitheater.

SITE DATA - OPTION 5

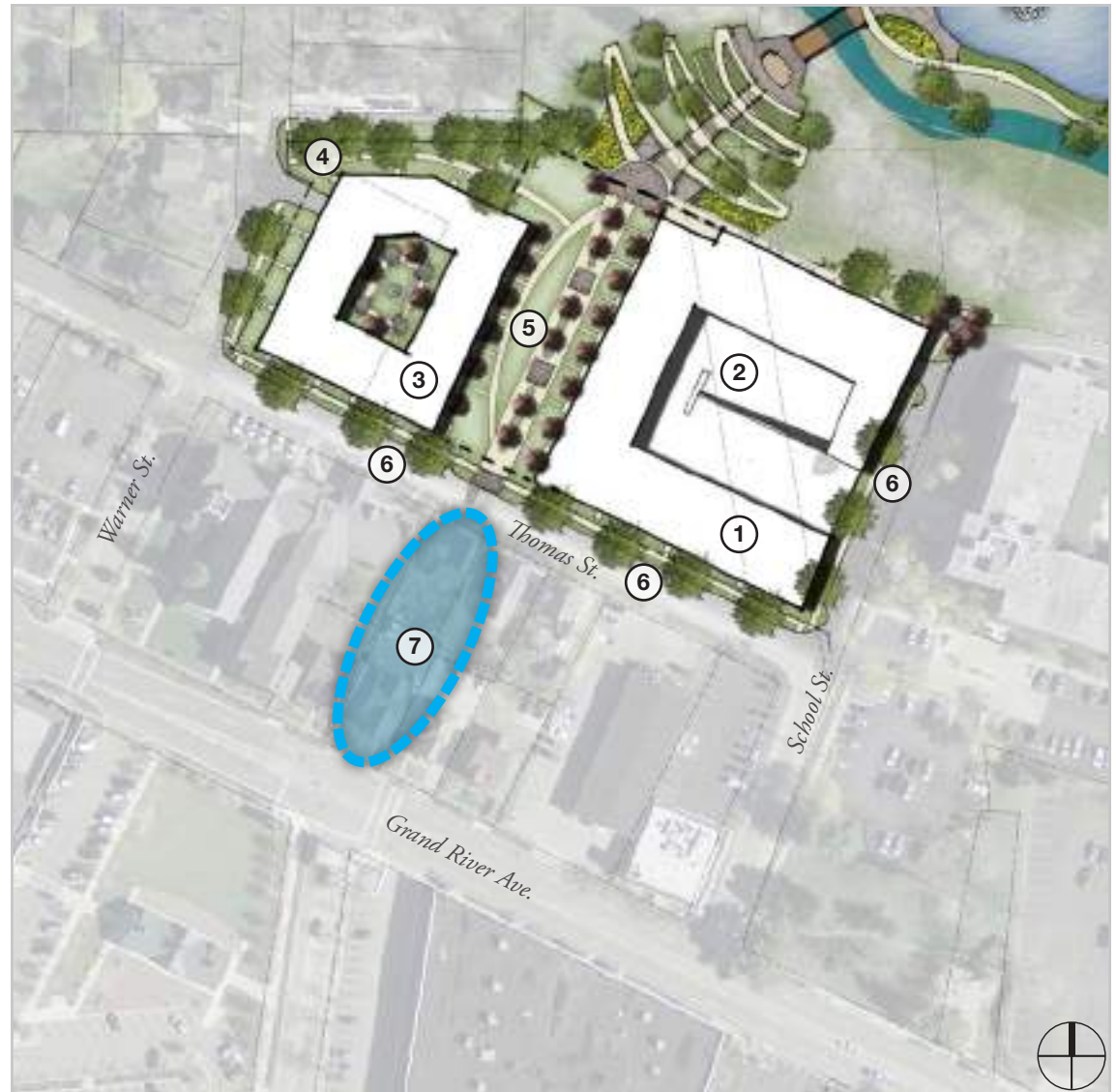
M.F. Residential: 112 d.u.
 Townhomes: 17 d.u.
 Total: 129 d.u.

<u>Parking Required</u>		<u>Parking Provided</u>	
Residential: 1.5/du.	168 sp.	Structured:	203 sp.
Townhomes: 2/du.	34 sp.	On-street:	25 sp.
		Surface	34 sp.
Total Required:	202 sp.	Total Provided:	262 sp.

LEGEND

- 1. 4-Story Residential
- 2. 3-Level Parking Core
- 3. 2-Story Townhomes
- 4. Lower-Level Parking
- 5. Pedestrian Corridor
- 6. On-Street Parking
- 7. Connection (pedestrian / vehicular)

FIGURE 3.7: A+B OPTION 5



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DEVELOPMENT AREA A+B - OPTION 6

DEVELOPMENT CONCEPT

Option 6 leaves the properties along Grand River Avenue in place and shows how a multifamily building to the north could be developed. Three levels of structured parking are placed to the west, serving both the park and the residential.

SITE DATA - OPTION 6

M.F. Residential:	112 d.u.
Townhomes:	6 d.u.
Total:	118 d.u.

Parking Required		Parking Provided	
Residential: 1.5/du.	168 sp.	Structured:	312 sp.
Townhomes: 2/du.	12 sp.	On-street:	70 sp.
		Townhouse	12 sp.
Total Required:	180 sp.	Total Provided:	394 sp.

LEGEND

1. 4-Story Residential
2. 3-Level Parking Garage
3. Apartment Building Courtyard
4. Pedestrian Corridor
5. Public Park Improvements
6. Surface Parking
7. 2-Story Townhomes
8. Connection (pedestrian / vehicular)

FIGURE 3.8: A+B OPTION 6



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

03 DEVELOPMENT PLAN

1.3 SUBAREA C

A dynamic park that enhances community connections, embraces the natural setting, and creates new opportunities for social gathering, recreation and entertainment.

PROGRAM

- Formal water feature (splash pad, fountains, water wall, etc.)
- Natural water feature
- Playground
- Multiple programming elements
- Amphitheater / Water wall and climbing wall / Lawn seating area
- Entry plaza / drop-off zone
- Picnic shelter
- Frisbee golf
- Multi-use trail
- Enhance connections (neighborhoods, downtown, Shiawassee Road, etc.)

SITE DATA

Site area: +/- 24.3 Acres

COST ESTIMATE

Preliminary cost estimate for the project concept is estimated between 4.3 and 5.3 million dollars.



The development concept for Shiawassee Park was built around the history of the area, existing natural features, and the desired programming as identified by the City and community through the planning process.

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FIGURE 3.9: SUBAREA C - EXISTING CONDITION



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)



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5



6



3



10



12



11



18

LEGEND

1. Parking
2. Bridge Plaza
3. Pond
4. Water Play Area
5. Sand Pit Area
6. Earth Mounds
7. Existing Playground
8. Climbing Walls & Slides
9. Pony Baseball Field - 80' Baseline
10. Little League Baseball Field - 60' Baseline
11. Picnic Shelter Zone
12. Open Space & 9 Hole Frisbee Golf Course
13. Drop-Off & Plaza
14. Upper Plaza with Stairs and Ramp Connection to Baseball Diamond Plaza
15. Baseball Diamond Plaza for Spectators
16. Open Space
17. Drop-Off
18. Pedestrian Pathways
19. New Pedestrian Bridge
20. Amphitheater with Stage & ADA Access to Park

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FIGURE 3.10: AREA C CONCEPT DESIGN



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

03 DEVELOPMENT PLAN

1.3 SUBAREA C

A variety of programming and activities has been incorporated into the design of the park. Starting from the west, a switchback ramp climbs down the hillside and transitions into an amphitheater with seating. A pedestrian bridge crosses the Rouge River, meeting a pond with an overlook on the other side. To the south of the pond, a number of children's playground activities has been designed, including a sand pit, splash pad, climbing wall, slides, and various climbing hills. The existing playground equipment has been preserved and enhanced with landscaping. Following east from the playground are two baseball fields accessible from the parking lots above via a switchback ramp. The orientation of the fields below the parking lots allows for the viewing of games from a higher vantage point than usually provided. South of the baseball fields (not shown on this page) are a cluster of picnic shelters and a 9-hole frisbee golf field.

The core of the entire park is surrounded and crossed by a series of walking trails that give access to all programing elements of the park, while allowing views of the Rouge River.

FIGURE 3.11: AMPHITHEATER



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FIGURE 3.12: PARK DETAILS



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

03 DEVELOPMENT PLAN

DEVELOPMENT AREA D

DESCRIPTION

A unique medium density residential development that integrates existing natural features and areas that enhances the character and connections within the Shiawassee Road Corridor

PROGRAM

- Medium density residential uses
- Maintained existing sledding hill
- Wooded area
- Greenspace connections to natural areas and Shiawassee Park
- Improved intersection to create a gateway
- Context sensitive design

FIGURE 3.13: SUBAREA D - EXISTING CONDITION



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)



SITE DATA - OPTION 1

Site Area: +/- 18.8 Acres
 M.F. Residential: 120 d.u.

<u>Parking Required</u>		<u>Parking Provided</u>	
Residential:	1.5/du. 180 sp.	Surface:	240 sp.
Total Required:	180 sp.	Total Provided:	240 sp.



LEGEND

1. 1-2 Story Residential Townhomes w/ Garage
8 Units / Building
2. 2-3 Story Residential
12 Units / Building
3. Pool
4. Community Pavilion / Fire pit
5. Existing Sledding Hill
6. Existing Wooded Area
7. Future public parking and improved recreational space
8. Proposed intersection enhancements (pedestrian crossing and aesthetics)

FIGURE 3.14: AREA D CONCEPT DESIGN



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03 DEVELOPMENT PLAN

DEVELOPMENT AREA E

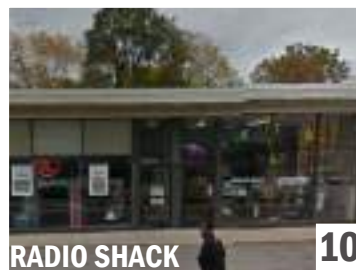
DESCRIPTION

An area that incorporates a mix of uses and functions as a transitional district between the Downtown and Power Road. This transitional area should function as an entrance to the Downtown, and work to connect the Grand River Avenue, Downtown, and the newly designed Shiawassee Park. Future development in this area should integrate multiple modes of transportation with an emphasis on walkability and connections to and from surrounding residential areas.

Architecture and site planning elements should incorporate views into the parklands from the buildings and the street. Setbacks should be minimal with parking to the side and rear of the building to enhance and reinforce the streetscape.

PROGRAM

- A mix of uses, with an emphasis on office and residential
- Enhanced streetscape and gateway features
- Connections to Shiawassee Park
- Integrated green and public spaces both in the public and private realm
- High-quality architectural with a focus on traditional and natural materials



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

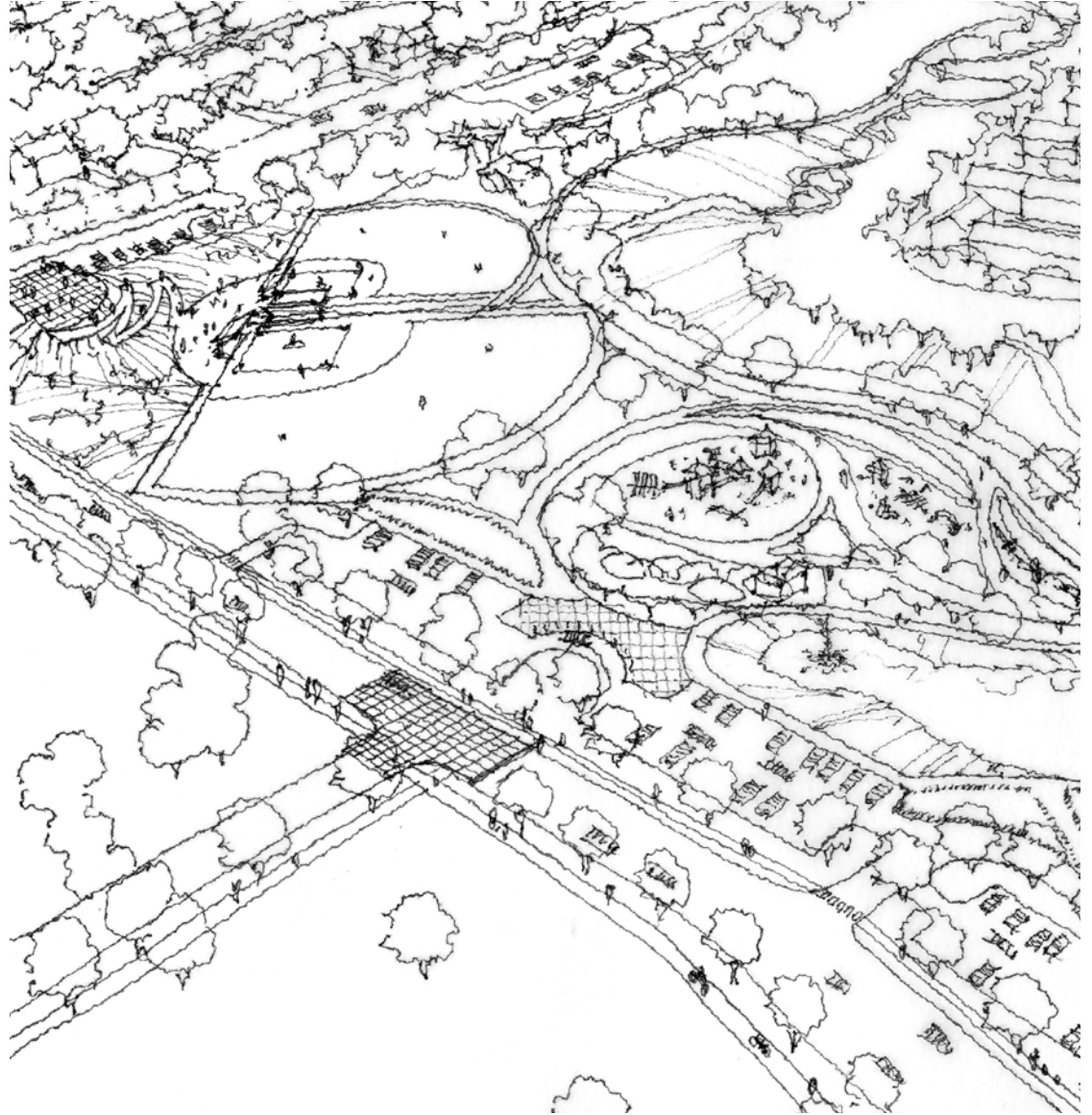
FIGURE 3.15: SUBAREA E - EXISTING CONDITION



Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

Prepared By:

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Attachment: Draft-DowntownAreaPlan (1984 : Consideration to Accept Downtown Area Plan)

**Farmington City Council
Staff Report**

Council Meeting Date:
September 28, 2015

**Reference
Number
(ID # 1985)**

Submitted by: Lisa McGill,

Description: Economic & Community Development Projects Status Update

Requested Action:

None

Background:

Agenda Review

Review:

Lisa McGill Skipped 08/26/2015 3:01 PM
 City Manager Skipped 08/26/2015 3:01 PM
 City Council Completed 08/24/2015 7:00 PM
 City Council Pending 09/28/2015 7:00 PM

**ECONOMIC AND COMMUNITY DEVELOPMENT
PROJECT STATUS
SEPTEMBER 28, 2015**

PROJECT

1. Grand River/Halsted Plaza
 - a. Tile Shop
 - i. Construction plans **APPROVED**
 - ii. Permits **READY TO GO**
 - iii. Fees **TO BE DETERMINED**
 - b. PUD Agreement
 - i. Screening/retaining wall **REVISED PLANS RECEIVED 9/14/15**
 - ii. Waiting on OHM review and response **NEW REVIEW**
 - c. Digital Terrain
 - i. Construction plans **CONDITIONALLY APPROVED; WAITING ON OHM**
 - ii. Permits **TO BE DETERMINED**
 - iii. Fees **TO BE DETERMINED**

2. Shell Gas Station
 - a. District Court resolution on outstanding tickets **DONE/PAID**
 - b. Redevelopment/site plan **SLU/SP APPROVED BY PC 9/14/15**
 - c. Construction Plans **IN PROGRESS**

3. Chatham Hills Apartments
 - a. Construction plans **WAITING**
 - b. Permits **WAITING**
 - c. Fees **WAITING**

4. Drakeshire Plaza
 - a. New tenants/current status of potential businesses **NEW BROKER-DAN BLUGERMAN**
 - b. Status of SAD **ON-GOING**

5. Worldwide Center
 - a. Status of approved site plan **WILL EXPIRE IN SEPTEMBER/OCTOBER**
 - b. Code enforcement/site maintenance **ON-GOING**

6. Panera Bread
 - a. Drive thru? **NOTHING NEW TO DATE**

7. White Pine Rehabilitation
 - a. Revised landscaping **INSTALLED**
 - b. Signage **WAITING ON PLANS**

8. Christian Science Reading Room
 - a. Property status **NEED TO DISCUSS APPROACH WITH STAFF**

9. Mansell Engineering Building

- a. Property status **NEWOWNER; CURRENTLY REHABING SITE AND BUILDING**
10. Flanders/Riverwalk II
- a. Model home site plans – Lots 32 and 33 **ON-GOING**
 - b. Master Deed and Bylaws/parcel identification numbers **DONE**
 - c. Permit fees **DONE**
 - d. Park status? **REVIEW WITH STAFF**
11. Dunkin Donuts
- a. Construction plans **APPROVED**
 - b. Permits **ISSUED; STARTING RE-BUILD/CONSTRUCTION**
 - c. Fees **PAID**
12. 9 Mile/Farmington Gas Station
- a. Property status **REVIEW WITH ATTORNEY; SEND LETTER**
13. 8 Mile Industrial Building Addition
- a. Site plan amendment **NO PROJECT; PARKING LOT DRAINAGE ISSUE**
14. Total Sports
- a. Landscaping **MET ON SITE 9/10/15; CONTINUING/FINISHING WORK**
 - b. Dumpster enclosure **SAME AS ABOVE**
15. Orchards Phase II
- a. Site plan review **PRELIMINARY PUD SITE PLAN APPROVED BY PC 9/14/15 AND BY CITY COUNCIL 9/21/15**
16. Fresh Thyme
- a. Construction plans **APPROVED; PRE-CON 9/29/15**
 - b. Permits **READY TO GO**
 - c. Fees **DONE**
 - d. Final legal description **REVISED; OHM FINALIZING**
17. Groves Retail Center
- a. Site sign **FINAL SIGN PLACARDS/LANDSCAPING/LIGHTING NOT DONE!**
 - b. Awnings **ADDRESSED; POTENTIALLY RESOLVED**
 - c. Rear catch basin **NO PLANS SUBMITTED**
 - d. Façade finish on west side **WAITING FOR FINAL PLANS/DIRECTIONS**
 - e. Great Lakes Ace?
18. Maxfield Training Center
- a. Site redevelopment **WORKING ON RFP WITH FPS; HAVE DRAFT PA**
19. Exxon
- a. Project completion **NO/LIMITED PROGRESS; HAVE UNTIL 10/13/15**
20. Dolphin Center
- a. Construction plans **REVISED SP APPROVED BY PC 9/14/15; CONSTRUCTION IN**

- b. Permits **PROGRESS ISSUED**
- c. Fees **DETERMINED**

21. Farmington Plaza

- a. Status of Complaint **WITHDRAWN**
- b. New businesses **ON-GOING ITEMS(SIGNAGE/NEW OCCUPANTS)**

22. Courthouse Property

- a. New purchase agreement/site plan **2 NEW PA's TO REVIEW/CONSIDER**

PLANS

1. Downtown Area Plan

- a. Revisions/adoption **NEEDS CITY COUNCIL ACCEPTANCE**

2. Ten Mile/Orchard Lake Plan

- a. Adoption/acceptance **NEEDS PC REVIEW/APPROVAL AND CITY COUNCIL ACCEPTANCE**

3. Parks & Recreation Master Plan

- a. New RFP **UPDATED LSL PROPOSAL/CITY COUNCIL REVIEW 9/21/15**

4. DDA Master Plan

- a. New RFP **ANNETTE COORDINATING WITH DDA**

5. Grand River Corridor Improvement Authority Plan

- a. Revisions
 - b. Cover page
 - c. Executive Summary
 - d. Legal description
 - e. Parcel identification numbers
- ON-GOING WITH LSL AND OHM**

ORDINANCE TEXT AMENDMENTS

- 1. Outdoor Seating **APPROVED BY CITY COUNCIL 9/21/15**

2. Single-Family Residential

- a. Lot coverage
 - b. Building height
 - c. Setbacks
- APPROVED BY CITY COUNCIL 9/21/15**

- 3. Muskegon Business Occupancy Ordinance? **NOTHING FURTHER TO DATE**

4. Grand River Overlay District

- a. Second reading **APPROVED BY CITY COUNCIL 8/24/15**

MISCELLANEOUS

- | | | |
|--------------------------------------|---|----------------------------------|
| 1. Revise Fee Schedule | | |
| a. Coordinate with other chapters | ON-GOING | |
| 2. Outstanding Invoices | | |
| a. OHM | | |
| i. Flanders/Riverwalk II | COMPLETE | |
| ii. Farmington Plaza | COMPLETE | |
| 3. MEDC | | |
| a. Redevelopment Ready Certification | | |
| i. Capital Improvement Plan | ON-GOING | \ |
| ii. Customer Service Policy | DONE | FINAL REPORT CITY COUNCIL |
| iii. Flowchart | DONE | / REVIEW 10/19/15 |
| 4. OHM Engineering Design Standards | SUBMITTED; NEED TO REVIEW | |
| 5. Complete Streets | | |
| a. Status? | NEED TO REVIEW; ON HOLD | |
| 6. Grand River Scoping | | |
| a. MDOT coordination | FINAL REPORT ISSUED; NEED TO REVIEW | |
| b. Pilot/test project | TO BE COMPLETED 9/29/15 | |
| 7. Parking Advisory Committee | | |
| a. 30/60/90 day plans | ON-GOING | |
| 8. Parking Lot Conditions | OHM REVIEWING; ON-GOING | |
| 9. Water and Sewer Tap-In/User Fees | COMPLETE; DONE ON CASE-BY-CASE BASIS | |