Special City Council Meeting
7:00 PM, MONDAY, AUGUST 24, 2015
Conference Room
Farmington City Hall
23600 Liberty St
Farmington, MI 48335

**SPECIAL MEETING AGENDA**

## 1. CALL TO ORDER

**Roll Call**

## 2. APPROVAL AGENDA

## 3. PUBLIC COMMENT

## 4. UNFINISHED BUSINESS

**A. Second Reading and Approval of Ordinance #C-778-2015, Grand River Corridor Improvement Overlay District**

**B. Consideration to Accept Bids for 2015 Power Road Bridge Scour and Streambank Stabilization**

**C. Amended Resolution Regarding Additional Service Credits**

## 5. NEW BUSINESS

**A. Approval of Cable Franchise Agreement**

**B. Consideration to Approve Estimate for Council Chamber Podium and Door Veneers**

**C. Review of Buxton Company Proposal**

**D. Review of Draft Downtown Area Plan**

## 6. OTHER BUSINESS

**1. Economic & Community Development Projects Status Update**

## 7. COUNCIL COMMENT

## 8. ADJOURNMENT

**Motion To Adjourn**

# Farmington City Council Staff Report

**Council Meeting Date:** August 24, 2015

**Reference Number (ID # 1982)**

**Submitted by:** Lisa McGill,

**Description:** Second Reading and Approval of Ordinance #C-778-2015, Grand River Corridor Improvement Overlay District

**Requested Action:**
Approval of Ordinance C-778-2015 creating the Grand River Corridor Overlay District and applicable regulations

**Background:**
This ordinance implements new regulations for development within the Grand River Corridor (which generally coincides with the newly-established Corridor Improvement Authority, or CIA) within the City.

The ordinance was considered by the Planning Commission at a public hearing on September 22, 2014, and was introduced initially before the City Council on October 6, 2014. Council members had comments and questions about the ordinance, and it was referred administratively to the City Attorney's office as well. The ordinance was re-introduced with a first reading by City Council at the August 3, 2015 meeting.

This revised version of the ordinance acknowledges that the underlying uses within the existing zoning district remain permitted, and that existing buildings and uses can remain, and minor expansions can be made under existing standards. It requires new buildings and development and major expansions to comply with requirements of the overlay district as to locations, setback, etc-except to the extent the Planning Commission finds that they cannot reasonably do so, in which case the Planning Commission can vary those requirements. It then makes the additional "basket" of uses that are contemplated as allowed over and above the uses allotted the underlying district to be permitted via the PUD/development agreement process.

**Agenda Review**

**Review:**
**Lisa McGill Pending**
**City Manager Pending**
**City Council Pending 08/24/2015 7:00 PM**

**REINTRODUCTION/FIRST READING**
**7.29.15**

**STATE OF MICHIGAN**

**COUNTY OF OAKLAND**

**CITY OF FARMINGTON**

**ORDINANCE NO. C-____-2015**

**AN ORDINANCE TO AMEND CHAPTER 35, "ZONING," OF THE CITY OF FARMINGTON CITY CODE, TO ADD A NEW ARTICLE 11, "GRAND RIVER CORRIDOR OVERLAY DISTRICT," TO ESTABLISH REGULATIONS APPLICABLE WITHIN SUCH DISTRICT.**

**THE CITY OF FARMINGTON ORDAINS:**

**<u>Section 1 of Ordinance</u>**

Chapter 35, Zoning, of the Farmington City Code, is hereby amended to add a new Article 11, which will read in its entirety as follows:

## ARTICLE 11. GRC GRAND RIVER CORRIDOR OVERLAY DISTRICT

### 35-138 AUTHORITY

Pursuant to authority granted in Section 125.3503 of the Michigan Zoning Enabling Act, this Overlay District is written to permit flexibility in the regulation of development of land located within the boundary established in the Grand River Corridor Vision Plan, which is herein referenced in its entirety.

### 35-139 INTENT

This Overlay District is intended to implement the Grand River Corridor Vision Plan, which is adopted as part of the City Master Plan, hereinafter referred to as the "Corridor Plan". The Corridor Plan articulates the following design principles and site development elements that support the Vision for the corridor and gives examples of how sites along the corridor could redevelop. The regulations contained in this Overlay District enumerate the principles of the Corridor Plan inasmuch as possible; however, reference to the published Corridor Plan is highly recommended. The purpose of this Overlay District is to promote high-quality development that will provide the following:

A. High-quality architecture and urban design elements/treatments that create a signature environment along the corridor.
B. A safe and enjoyable environment for walking and biking, public transit, and automobiles for people of all ages and abilities with minimal conflicts among users.
C. Economic success of the corridor, enhanced by a supporting balance of retail, office, institutional, and housing in a vibrant and integrated development pattern.
D. A variety of housing options.
E. A respect for the river corridor and development that will enhance and complement the environment.
F. New public spaces that encourage community gathering and outdoor activity.
G. Connections with surrounding areas that provide travel choices for people to move throughout the corridor, adjoining neighborhoods, centers of commerce, and public spaces.
H. Best management practices in environmentally responsible planning and construction.

## 35-140 APPLICABILITY

A. ***Application of Regulations.*** Within the District, all requirements of the City of Farmington Zoning Ordinance with respect to the Underlying Zoning District shall apply, except as modified by this Overlay District. .

B. ***Interpretations and Modifications.*** This Overlay District is based in part on the Grand River Corridor Vision Plan adopted by the City. To implement the Plan, flexibility on the mixture of uses, site layout or other dimensional modifications as part of the site plan review may be allowed, depending on the timing, location and nature of redevelopment. Modifications are discussed in Section 35-144.

C. ***Compliance with Overlay Regulations as to Building Requirements and General Development Requirements.*** It is acknowledged that implementation of the Corridor Plan is likely to occur gradually. The intention of this Overlay District is that eventually, the requirements of the Overlay District will be fully implemented as properties develop or redevelop. Use and development of land developed within this District shall be regulated as follows:

1. **Existing Buildings and Uses.** The following activity shall be allowed according to the regulations of the Underlying District:

a. Uses in existence on the date of this ordinance amendment.
b. Changes in use from one use to another use where the underlying zoning district does not require additional parking or building requirements.
c. Maintenance of existing site and building conditions as of the date of this ordinance amendment.
d. Additions of a size equal or less than 10% of the gross square footage of the building as it exists at the time of adoption of this Ordinance.
e. Additions of a size greater than 10% but equal to or less than 25% of the gross square footage of the building as of the date of adoption of this

Ordinance, provided they meet the requirements for lot size and coverage, setback, building height, transitions from abutting single-family residential uses, as listed in Sections 35-142 and 35-143, unless modifications are allowed in accordance with Section 35-144 35-144.

2. **New Buildings and Development and Major Expansions/Additions.** New development projects and major expansions or additions (greater than 25% of existing gross square footage at the time of adoption of this Ordinance) proposed under this Overlay District shall meet all requirements of this District, except as otherwise provided for in this Article.

## 35-141 ZONES AND PERMITTED USES

A. ***Zones.*** The GRC District shall be and is hereby divided into Zones as enumerated on the Zone Map in subsection B below.

1. ***Medium-Density Residential (MDR).*** This area is planned for medium density residential at 10-20 u/a. Residential development in this area should be supported by public and green spaces within or adjacent to the development. Residential developments should include sidewalks, street trees, and connections within and outside of the development.

2. ***Residential Mixed Use (RMU).*** This area is planned for a mix of commercial and medium density residential of 10-20 u/a. Uses may be vertically or horizontally integrated. The overall mix of commercial to residential should have a residential focus. Development in this area should be supported by public and green spaces within or adjacent to the development.

3. ***Mixed Use (MU).*** This area is planned for a mix of small to medium sized retail, office, and residential uses both vertically and horizontally. Within pedestrian areas, office uses should be encouraged on the second floor while retail uses should be reserved for the first floor and have a strong street presence. These areas should be carefully planned to complement the streetscape and help to create and define the public realm. Development should be connected via a pedestrian network.

B. ***Zone Map.*** The Grand River Overlay District boundary is hereby established as shown on the zoning map on file in the office of the city clerk. The boundary for each Zone described above is hereby established as shown on the District Zoning Map below:

INSERT ZONE MAP

C. ***Permitted Uses.*** Permitted uses within the Zones noted on the Zone Map, shall include the following:

1. Any of the uses permitted as allowed in the underlying zoning districts, as listed in their respective Articles of the zoning ordinance, may be permitted.

2. Uses allowed by the Planning Commission pursuant to Section 35-30. Determination of Similar Use.

3. Other uses as permitted in the table below, certain of which may require the use of the Planned Unit Development process in Article 10 of this Zoning Ordinance as set forth in Section 35-144(C) below:

Table 35-142
Permitted Uses

| P = Permitted Use<br>PUD = PUD | Zone | | |
|---|---|---|---|
| | MDR | RMU | MU |
| *Multi-family* | | | |
| One-Family Dwelling | PUD | PUD | - |
| Two-Family Dwelling | PUD | PUD | - |
| Multiple-Family Dwelling | PUD | P | - |
| *Office* | | | |
| Medical | - | P | P |
| Professional | - | P | P |
| Financial | - | P | P |
| Drive-Through | - | - | PUD |
| *Civic* | | | |
| Schools | PUD | PUD | P |
| Universities | PUD | PUD | P |
| Public buildings | PUD | P | P |
| *Retail* | | | |
| Personal and Professional Service | - | PUD | P |
| General Retail | - | P | P |
| Pharmacy | - | P | P |
| Studios of fine arts | - | P | P |
| Sit Down Restaurants | - | P | P |
| Carry Out Restaurants | - | P | P |
| Drive-Through | - | - | PUD |
| *Institutional* | | | |
| Hospitals | PUD | PUD | PUD |
| Churches | PUD | PUD | PUD |

| | | | |
|---|---|---|---|
| Adult and Child Care Facilities | PUD | PUD | P |
| *Hotel* | | | |
| Hotel/Motel | - | PUD | P |
| Bed and Breakfast | - | PUD | P |
| Lodging facilities as an accessory to a principal use | - | - | P |

## 35-142 BUILDING REQUIREMENTS

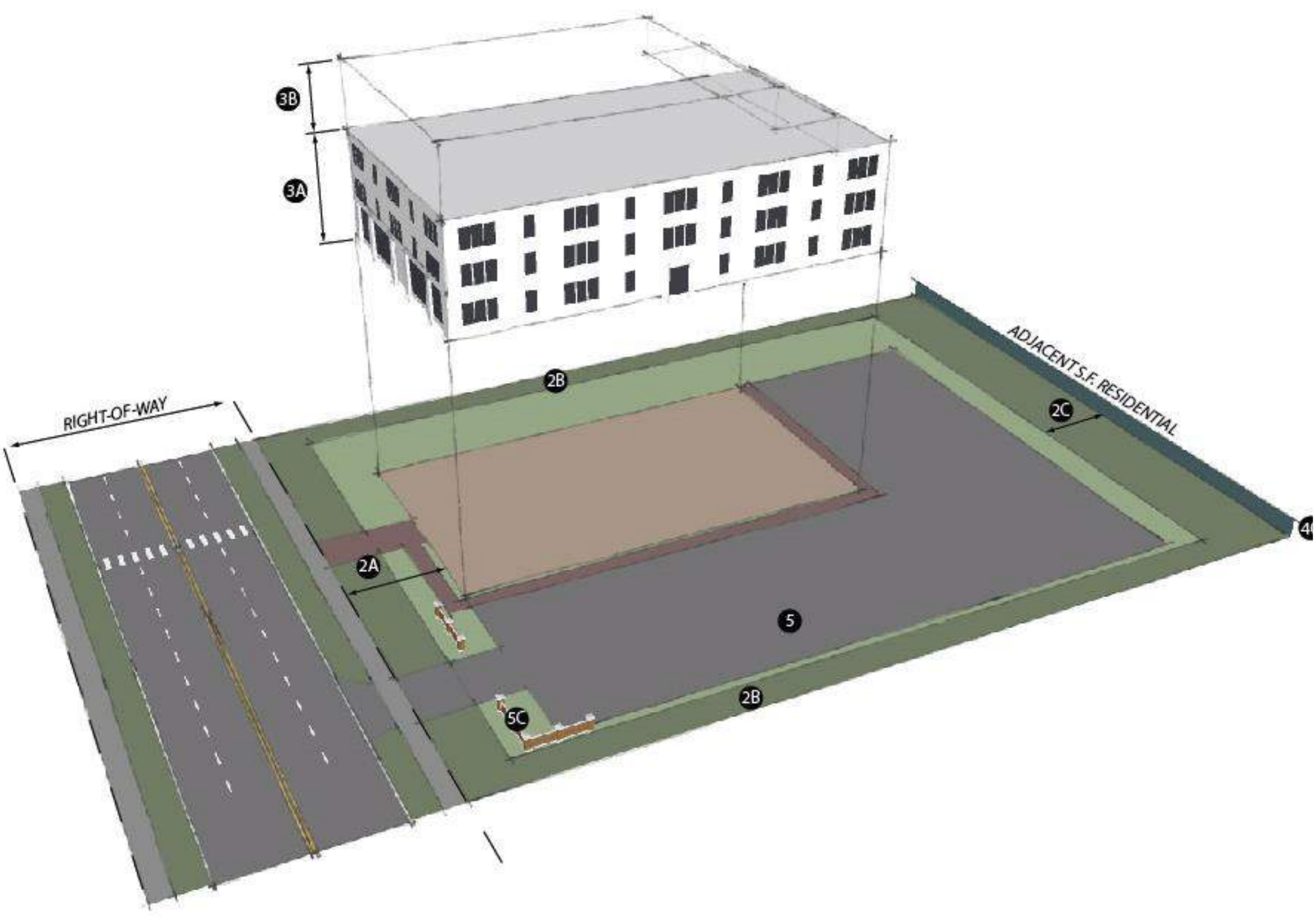
A. ***Streetscaping.*** The following shall be installed along all property lines that abut Grand River Avenue, as part of a comprehensive road and streetscape network:

| Table 35-142 A<br>Required Streetscaping | |
|---|---|
| 1. Curb Lawn | A ten foot landscaped buffer strip shall be provided between the parking area and all public rights of way.<br>The owner shall maintain the portion of the street between the lot line and back-of-curb and, if applicable, the portion of the alley between the lot line and the edge of pavement. This typically includes snow and debris removal as well as general upkeep. |
| 2. Buffers and Screening | See Sections 35-184.C. and Section 35-171.C. |
| 3. Sidewalks | Sidewalks along Grand River Avenue shall be a minimum width of five (5) feet, or as specified in the City's Comprehensive Plan.<br>Sidewalks along side streets shall be provided according to Section 35-45.<br>Wider sidewalks are encouraged, and when provided, the required setback or build-to line may be adjusted accordingly. |
| 4. Street Trees | One (1) canopy tree shall be provided along Grand River Avenue, with a typical spacing of twenty-five (25) feet on center. Placement of street trees shall generally be staggered with the street lights. |
| 5. Street Lights | Street lights are required with any new development or redevelopment and must be of the type identified by the City. Placement of street lights shall generally be staggered with the street trees. |

B. ***Building Requirements.*** Sites and buildings shall be designed according to Table 35-143:

| Table 35-143<br>Building Requirements | | | |
|---|---|---|---|
| | MDR | RMU | MU |
| 1. Lot Size and Coverage | | | |
| a. Minimum Lot Size | 8,500 sq. ft. | There are no minimum or maximum lot sizes | |
| b. Minimum Lot Width | 70 ft. | There are no minimum lot widths | |
| c. Maximum Building Coverage | 35% | There are no maximum coverage requirements, provided stormwater requirements are met | |

| Table 35-143 Building Requirements | | | |
|---|---|---|---|
| | MDR | RMU | MU |
| 2. **Minimum Setbacks** | | | |
| a. Front Yard Setback | 30 ft. | 0 ft. Upper floors may project into right-of-way pursuant to Section 35-144 | |
| b. Side Yard Setback | 15 ft. | 5 ft. | 0 ft. |
| c. Rear Yard Setback | 30 ft. | As needed to achieve proper Transition (see below) | |
| 3. **Building Height** | | | |
| a. Maximum | 42 ft. (3 stories) | 42 ft. (3 stories) | 54 ft. (4 stories) |
| | | Additional height per Section 35-144 | |
| 4. **Transitions from Abutting Single-Family Residential Uses** | | | |
| a. Building Step Backs | Subject to Section 35-171.C. | Buildings taller than 42 ft. shall include step backs back a distance equal to its height for each floor | |
| b. Screen Wall | | 6’ screening wall required along the property line. Also subject to Section 35-49 | |



| | MDR | RMU | MU |
|---|---|---|---|
| 5. Parking Circulation and Driveways (see also Section 35-142 | | | |
| a. Parking Location | Subject to Article 14 of Ordinance 34 | Side or rear yard preferred. One single row of parking may be allowed in the front yard, provided there are no other reasonable alternatives that are more consistent with the Corridor Plan | |
| b. Parking Lot Design | Subject to Article 14 of Ordinance 34. Parking Structures that front Grand River Avenue shall include storefront liner buildings on the ground floor along the frontage that are at least 30 ft. in depth | | |
| | - | A 36 in. high knee wall shall be installed along frontages where parking lots occupy any portion of the front yard | |
| c. Driveway/Access Location | Subject to Article 14 of Ordinance 34 | Where a public alley or shared access is possible, driveway access to Grand River Avenue may only be granted upon demonstration that such is needed to provide reasonable access to the site | |
| 6. Windows and Doors | | | |
| a. Upper Floor Windows | - | | |
| b. Entrances | | At least one functioning door shall be provided for every street-facing storefront | |
| | | Second door for multi-family may face side or rear yard | Connection to public sidewalk must be provided pursuant to Section 35-45 |
| 7. Building and Roof Design | | | |
| a. Flat Roof Design | | | |
| | - | A minimum 42 inch tall parapet shall be installed to conceal rooftop mechanical equipment visible from the street level | |

## 35-143 GENERAL DEVELOPMENT REQUIREMENTS

### A. *Street Classification*

1. A site's primary, secondary (side) and service street frontages shall be designated by the City Planner or his/her designee. In making a determination the City Planner shall consider the following standards:

   a. When a site abuts only one street, that street is the primary street frontage.
   b. In all cases, any frontage on Grand River Avenue shall be considered primary street frontage.

2. On corner sites, one street is a primary street frontage and the other street or streets may be designated a primary street or a secondary street frontage. In determining the required primary street frontage, the City shall consider the following conditions:

   a. The street with the highest street classification;
   b. The existing and planned context of the built environment;
   c. The street abutting the longest face of the block; and
   d. The street parallel to an alley within the block.

3. When a site runs from one street to another and has a double frontage, one street may be designated a service street frontage provided the following standards are met:

   a. The applicant controls the land along an entire block face;
   b. A site with a service street must have at least two street frontages and one street frontage must be a primary street; and
   c. Only one service street frontage may be designated abutting any block.

4. When a site abuts four or more streets, two service street frontages may be designated provided that two or more primary street frontages are also designated.

### B. *Building Elements*

1. Corner Buildings. Buildings located at a street corner shall have appropriate architectural features and details that accentuate its prominent corner location through additional building height and /or adding a building peak or tower element at the corner. Other creative techniques may be used, subject to the acceptance of the Planning Commission. Special architectural corner features may be permitted to exceed the maximum building height by up to ten (10) feet if deemed appropriate by the Planning Commission.

2. Canopies and Awnings shall comply with Section 35-40.

3. Balconies and Overhangs. Balconies and overhangs may be added to façades with the following conditions:

   a. Balconies and overhangs shall not extend more than six feet from the building face.
   b. Materials shall be compatible with the building and be integrally designed.

4. Outdoor Dining Areas may be allowed pursuant to Section 35-102, Special Provision (b).

5. Exterior lighting.

   a. Exterior lighting shall comply with Section 35-48. The Planning Commission may grant the same modifications in this District that are allowed in the CBD.
   b. Illumination. Lighting shall provide illumination levels according to the following:

Table 35-143
Exterior Lighting Level Requirements

| Use | Minimum Level | Maximum Level | Maximum at Residential property Lines |
|---|---|---|---|
| *Residential or institutional uses* | 0.2 fc | 5 fc | 1.0 fc |
| *Office, recreation, and entertainment uses* | 0.6 fc | 5 fc | 1.0 fc |
| *Commercial uses* | 0.9 fc | 5 fc | 1.0 fc |
| *Sidewalks and Walkways* | 0.6 fc | 5 fc | 1.0 fc |
| *Parking lots, bicycle parking areas* | 3 fc | 10 fc | 1.0 fc |

*Note: fc = footcandles*

6. ***Activity within the Right-of-Way.*** Upon approval by all applicable road agencies, the City may allow upper floors of buildings to project over or one row of front yard parking to encroach into the public right-of-way in consideration of the following:

   a. The projection/encroachment is necessary to accommodate reasonable redevelopment of the site due to other constraints such as size, shape, depth or presence of natural features.
   b. The projection/encroachment will allow the development to better achieve the purpose of this district and the vision stated in the Grand River Corridor Vision Plan.
   c. The City has received all necessary insurance that indemnifies the City within the area of projection/encroachment.

C. ***Parking.*** Off-street parking shall be subject to the provisions of Article 14, Off-street parking requirements, with the following provisions:

1. The number of spaces shall be as required in Article 14, Off-Street Parking and Loading Standards and Access Design. Notwithstanding the flexibility allowed in Article 14, the amount of parking may be reduced based on a determination that adequate parking for peak periods is provided for the mixture of proposed and future uses. In making its determination, the Planning Commission shall consider the expected amount of bicycle or transit travel to the site, the nature of the proposed land use, different peak hour parking demands, shared parking agreements, on-site parking management, employee transit incentives, provision of transit or bike amenities, bicycle parking, or other means that will otherwise reduce vehicular trips to the site that would otherwise be expected. The Planning Commission may require a Parking Study, prepared by a qualified professional, from the applicant to assist with making a determination.

2. The City may allow *one single row of parking* in the front yard in consideration of the following**:**

   a. Such parking is necessary to accommodate reasonable redevelopment of the site due to other constraints such as size, shape, depth or presence of natural features.
   b. The additional parking is necessary to accommodate reasonable redevelopment of the site.
   c. The parking will allow for development that is generally more consistent with the purpose of this district and the vision stated in the Grand River Corridor Vision Plan than the development that would otherwise result.

3. All developments shall provide one (1) bike rack for each twenty (20) vehicular spaces.

D. ***Rouge River Frontage.*** For properties with frontage along the Grand River, all buildings and structures shall be setback at least 25 feet from the river's edge, with additional setback as determined by the City Engineer on the basis of soil conditions and other such factors affecting the suitability of the land for placement of a structure. In addition, the Planning Commission may adjust (reduce or increase) the required front and rear yard setbacks in consideration of the following factors:

   1. Impact on views along the river including from across the river. The Planning Commission may require a tree preservation zone or additional plantings to help stabilize the riverbank, screen views and conserve habitat.
   2. Consistency with the setbacks of existing development on either side and across the street
   3. The Planning Commission may allow parking in the front or rear yard, or both, where it would best meet objectives for a consistent design along the

street and the riverfront. In such cases, additional screening or design features may be required to screen views.

## 35-144 ADMINISTRATION

A. ***Corridor Improvement Authority Review.*** Applications shall be sent to the Grand River Corridor Improvement Authority for its review and recommendation.

B. ***Deviations from Building Requirements (Section 35-142) and General Development Requirements (Section 35-143).*** It is recognized that certain existing site conditions may prohibit full compliance with this Overlay District. The Planning Commission may modify the standards for this Overlay District as applicable to new development projects and expansions or additions after considering the criteria below:

1. The proposed development is consistent with the Corridor Plan, as amended.

2. The proposed development is consistent with the Purpose and Development Principles listed in Section 35-139

3. The proposed modification will not prevent or complicate logical extensions of streets, parking, greenspace, or development of adjacent properties consistent with the Corridor Plan.

4. Such modification is the minimum necessary to allow reasonable development that is consistent with the purpose of the Corridor Plan.

5. The proposed development will not impair public safety and is not simply for convenience of the development.

C. ***Planned Unit Development (PUD) for New Development Projects and Expansions or Additions.***

1. To promote redevelopment and stimulate reinvestment along the corridor, the ***additional*** uses listed in Table 35-142 above are permitted, subject to the requirements of this Section 35-144.

2. As to any new development projects and expansions or additions, the Planning Commission may grant additional flexibility or development options where one or more of the Recognized Benefits, listed below, are provided. Elements listed in Table 35-144 on the left are those items the City wishes to encourage. Items listed along the top show the types of regulatory flexibility or financial incentives that may be granted in return. One incentive must be provided in order to be considered for one incentive. More than one incentive may be granted when more than one Recognized Benefit is provided. In addition to other incentives that may be authorized by the City Council, the following incentives shall be considered:

a) **Lot Coverage or Setback Flexibility.** Flexibility may be granted of the minimum lot coverage, building frontage, or setbacks (rear or side only) provided the resulting layout will not negatively impact nearby residences or the vision for the corridor as enumerated in the Grand River Corridor Vision Plan.

b) **Additional Building Height.** The maximum building height may be increased by a maximum of two additional stories, provided all other provisions of this Article and proper transitions are provided as required in Section 0.

c) **Reduced Parking.** The City may allow development with fewer parking spaces than is required upon proof that such reduction will not create negative impacts upon adjacent businesses or local residential streets.

d) **Stormwater/Utility Improvements.** Where endorsed by the City's Public Works Department, reduced user and benefit fees may be granted.

e) **TIF Funding.** Eligibility for Tax Increment Financing, where the subject site falls within an established TIF district.

**Table 35-144**
**Incentives**

| Incentives → / Recognized Benefit ↓ | 1. Lot Coverage | 2. Setback Relief | 3. Additional Bldg. Height | 4. Reduced Parking | 5. Stormwater/ Utility Improvements | 6. TIF Funding |
|---|---|---|---|---|---|---|
| 1. Public Open Space | x | x | | | x | x |
| 2. LID | x | x | | | x | x |
| 3. Mixed-Use | | | x | x | | |
| 4. Higher Quality Architecture | | | | | | x |
| 5. LEED/Green Building | x | | x | | x | x |
| 6. Enhanced Buffer | | x | | | x | x |
| 7. Pedestrian | x | x | | x | | x |

| | | | | | | |
|---|---|---|---|---|---|---|
| Facilities | | | | | | |
| 8. Integrated Parking | x | x | x | x | | x |

D. ***Recognized Benefits.*** Additional building height or flexibility may be granted during the project review when one or more of the following recognized benefits are provided:

1. **Open Space or Public Space.** Inclusion of 5% of the total building area for civic or public spaces.

2. **Low Impact Development (LID) Applications.** Use of alternative stormwater management design that includes green roofs, natural retention systems, porous pavement alternatives, or other energy or water conserving applications.

3. **Mixed Use.** Development that includes a mix of different but compatible use types within the same building, and which are designed to accommodate predominantly retail uses on the ground-floor with offices or residential use on upper floors.

4. **Higher Quality Architecture.** Application of architectural design above what is required.

5. **LEED/Green Buildings**. Significant use of sustainable building and site design features such as: water use reduction, water efficient landscaping, innovative wastewater technologies, low impact stormwater management, optimize energy performance, on-site renewable energy, passive solar heating, reuse/recycled/renewable materials, indoor air quality or other elements identified as sustainable by established groups such as the US Green Building Council (LEED) or ANSI National Green Building Standards.

6. **Enhanced Buffer.** Inclusion of design elements such as additional landscaping, architectural amenities, or other improvements that are designed to benefit the general public.

7. **Pedestrian Facilities.** Provision of public plazas, additional walkways, wider sidewalks or pedestrian-oriented features beyond those required.

8. **Integrated Parking.** Where structured parking is provided as part of the development, the City may allow one additional story of building height.

E. ***Contributions in Lieu.*** The City recognizes that certain physical elements may be best developed in a coordinated fashion rather than piecemeal as development occurs. Therefore, when requested by the applicant or where required by the City, payments in lieu of those improvements may be made in accordance with the following.

1. Contributions in lieu may be accepted for the following improvements:

a. Streetscaping as listed in Section 35-142 A.
b. Parking as discussed in Section 35-143

2. In cases where the elements above cannot reasonably be developed on a parcel, or for those where coordinated installation (parking and access, for example) is needed for logical development, the City may allow developers to defer construction in one of the following ways:

   a. Payment into a dedicated fund, of an amount equal to the cost to install all deferred improvements on the subject site. Improvement costs must also consider off-site improvements and utilities needed to serve the site. The developer shall submit to the City an estimate of costs to construct these items for verification by the City's engineer.
   b. The City may facilitate, through a special assessment district or other means, construction of streetscaping as development progresses. Developments who defer parking under this Article shall agree to participate in a special assessment district, and agree to pay back the costs to serve their portion of the development. The assessment district may be created to install or replace some or all of the items listed above, the costs of which will be distributed amongst developed parcels consistent with the standards listed.

F. ***PUD Process.*** New development projects and expansions or additions that are either designated "PUD" in Table 35-142 or that utilize the additional flexibility or development options in this Subsection shall comply with the requirements of Article 10, Planned Unit Development, of this Zoning Ordinance.

**Section 2 of Ordinance Severability**

Should any section, subsection, paragraph, sentence, clause, or word of this ordinance be held invalid for any reason, such decisions shall not affect the validity of the remaining portions of the ordinance.

**Section 3 of Ordinance Savings**

This amendatory ordinance shall not affect violations of the zoning ordinance or any other ordinance existing prior to the effective date of this ordinance and such violation shall be governed and shall continue to be separately punishable to the full extent of the law under the provisions of such ordinance at the time the violation was committed.

**Section 4 of Ordinance Effective Date: Publication**. Public hearing having been held hereon pursuant to the provisions of Section 103 of Act 110 of the Public Acts of 2006, as amended, the provisions of this Ordinance shall be published within twenty (20) days of its adoption by publication of a brief notice in a newspaper circulated in the City of Farmington stating the date of enactment and effective date, a brief statement as to its regulatory effect and that a complete copy of the Ordinance is available for public purchase, use and inspection at the office of the City Clerk during the hours of 8:00 A.M. to 5:00 P.M., Local Time. The provisions of this Ordinance shall become effective seven (7) days after its publication.

Ayes:
Nayes:
Abstentions:
Absent:

STATE OF MICHIGAN )
) ss.
COUNTY OF OAKLAND )

I, the undersigned, the qualified and acting City Clerk of the City of Farmington, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington at a meeting held on the ____ day of __________, 2015, the original of which is on file in my office.

________________________________
SUSAN K. HALBERSTADT, City Clerk
City of Farmington

Adopted:
Published:
Effective:

# Farmington City Council Staff Report

**Council Meeting Date:** August 24, 2015

**Reference Number (ID # 1978)**

**Submitted by:** Chuck Eudy,

**Description:** Consideration to Accept Bids for 2015 Power Road Bridge Scour and Streambank Stabilization

**Requested Action:**
Motion to accept bids, and award bid to Anglin Civil, LLC in the amount of $217,033.75 for the 2015 Power Road Bridge Scour and Streambank Stabilization.

**Background:**
In conjunction with the city's consulting engineers Orchard Hiltz & McCliment (OHM), bids were solicited for the Power Road Bridge Scour and Streambank Stabilization.
Every two years MDOT requires all bridges to be inspected. Several years ago bridge inspectors identified scouring of the soil near the foundation of the Power Road Bridge. In 2011 further downstream a crews discovered a section of the Brookdale interceptor is exposed to the River.

The bids were opened on Monday, August 10, 2015. A total of three (3) bids were received which are listed below. OHM has reviewed the bid tabulations along with contractor work history and references. A recommendation to award will be presented at the August 24, 2015 meeting. If approved, work would begin the fall of 2015.

| | |
|---|---|
| Anglin Civil, LLC . | $217,033.75 |
| Erie Construction, LLC | $356,869.91 |
| V.I.L. Construction, Inc. | $380,300.00 |

**Agenda Review**

**Review:**
**Chuck Eudy Pending**
**City Manager Pending**
**City Council Pending 08/24/2015 7:00 PM**

ARCHITECTS. ENGINEERS. PLANNERS.

OHM Advancing Communities

August 14, 2015

Chuck Eudy, Public Works Superintendent
City of Farmington
23600 Liberty Street
Farmington, MI 48335

RE: 2015 Power Road Bridge Scour and Streambank Stabilization
**Recommendation of Award**
OHM Job No. 0111-14-0040

Dear Mr. Eudy:

Sealed bids for the 2015 Power Road Bridge Scour and Streambank Stabilization were received and publicly read aloud at 2:00 pm on Monday, August 10, 2015 at the City of Farmington offices. The project is broken into two parts. The Power Road Bridge Scour remediation is the first component, and the second is the stabilization of the exposed sewer line and implementation of erosion protection in a reach of the Upper Rouge River. Nine (9) prospective bidders obtained plans and specifications for the project. Proposals were received from three (3) bidders. Bids with as-checked results ranged from $217,033.75 to $380,300.00. The engineer's estimate for the project was approximately $230,000.00.

We evaluated all three bidders, having familiarity with all three. In reviewing the bids, all information, including bond surety, statement of qualifications, and subcontractors listing, was provided. The lowest bid was received from Anglin Civil, LLC, located at 13000 Newburgh Rd., Livonia, MI 48150 in the amount of $217,033.75.

It is felt that Anglin Civil, LLC and their subcontractors are capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. **Based on the submitted information, it is recommended that the City of Farmington 2015 Power Road Bridge Scour and Streambank Stabilization contract be awarded to Anglin Civil, LLC of Livonia, MI in the amount of $217,033.75 and a $20,000.00 contingency for a total construction budget of $237,033.75.**

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,
OHM Advisors

Matthew D. Parks, P.E.

cc: David Murphy, City Manager
Jon Kramer, P.E., OHM Advisors

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Tabulation for Bids Received on 8/10/15
**Power Road Bridge Scour and Streambank Stabilization**
City of Farmington, Oakland County, State of Michigan
OHM Job No.: **0111-14-0040**

| | | | Anglin Civil, LLC<br>13000 Newburgh Rd.<br>Livonia, MI 48150<br>Phone: 248-397-4200 | | Erie Construction LLC<br>22051 Commerce Dr.<br>Woodhaven, MI 48183<br>Phone: 734-676-8689 | | V.I.L. Construction, Inc.<br>6670 Sims Dr.<br>Sterling Hts., MI 48313<br>Phone: 586-979-6020 | |
|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Description** | **Estimated Quantity** | **Unit Price** | **Amount** | **Unit Price** | **Amount** | **Unit Price** | **Amount** |
| | **Division I: Power Rd Bridge Scour** | | | | | | | |
| 1) | Mobilization, Div I | 1 LS | $8,050.00 | $8,050.00 | $30,000.00 | $30,000.00 | $5,000.00 | $5,000.00 |
| 2) | Minor Traffic Devices, Div I | 1 LS | $2,875.00 | $2,875.00 | $1,584.84 | $1,584.84 | $10,000.00 | $10,000.00 |
| 3) | Traffic Maintenance and Control, Div I | 1 LS | $2,875.00 | $2,875.00 | $1,405.00 | $1,405.00 | $90,000.00 | $90,000.00 |
| 4) | Audio Video Route Survey, Div. I | 1 LS | $1,150.00 | $1,150.00 | $1,088.88 | $1,088.88 | $1,000.00 | $1,000.00 |
| 5) | Backfill, Structure, CIP | 8 Cyd | $345.00 | $2,760.00 | $288.03 | $2,304.24 | $400.00 | $3,200.00 |
| 6) | Erosion Control, Turbidity Curtain, Deep | 35 Ft | $28.75 | $1,006.25 | $64.52 | $2,258.20 | $20.00 | $700.00 |
| 7) | Geotextile, Separator | 45 Syd | $11.50 | $517.50 | $10.73 | $482.85 | $10.00 | $450.00 |
| 8) | Concrete Pavt - Non-Reinforced, 6 inch (Driveway) | 30 Syd | $115.00 | $3,450.00 | $133.48 | $4,004.40 | $55.00 | $1,650.00 |
| 9) | Articulating Concrete Block | 40 Syd | $747.50 | $29,900.00 | $311.73 | $12,469.20 | $1,000.00 | $40,000.00 |
| 10) | Maintain Stream Flow, Div I | 1 Ea | $17,250.00 | $17,250.00 | $44,851.82 | $44,851.82 | $20,000.00 | $20,000.00 |
| | TOTAL DIVISION I: | | | $69,833.75 | | $100,449.43 | | $172,000.00 [1] |
| | **Division II: Streambank Stabilization** | | | | | | | |
| 11) | Mobilization, Div II | 1 LS | $8,050.00 | $8,050.00 | $30,000.00 | $30,000.00 | $7,500.00 | $7,500.00 |
| 12) | Audio Video Route Survey, Div. II | 1 LS | $1,150.00 | $1,150.00 | $1,594.68 | $1,594.68 | $1,250.00 | $1,250.00 |
| 13) | Tree, Rem, 19 inch to 36 inch | 5 Ea | $1,725.00 | $8,625.00 | $1,194.25 | $5,971.25 | $2,500.00 | $12,500.00 |
| 14) | Tree, Rem, 6 inch to 18 inch | 9 Ea | $920.00 | $8,280.00 | $351.25 | $3,161.25 | $1,500.00 | $13,500.00 |
| 15) | Station Grading | 6 Sta | $4,600.00 | $27,600.00 | $10,840.00 | $65,040.00 | $6,000.00 | $36,000.00 |
| 16) | Subgrade Undercut, Type II (Modified) | 30 Cyd | $46.00 | $1,380.00 | $60.00 | $1,800.00 | $50.00 | $1,500.00 |
| 17) | Subgrade Undercut, Type II (Special) | 30 Cyd | $57.50 | $1,725.00 | $55.00 | $1,650.00 | $50.00 | $1,500.00 |
| 18) | Erosion Control, Silt Fence | 700 Ft | $4.60 | $3,220.00 | $4.22 | $2,954.00 | $3.00 | $2,100.00 |
| 19) | Aggregate Surface Course, 21AA, 6 inch | 850 Syd | $19.55 | $16,617.50 | $30.26 | $25,721.00 | $10.00 | $8,500.00 |
| 20) | Nonwoven Geotextile Fabric | 850 Syd | $3.45 | $2,932.50 | $4.54 | $3,859.00 | $4.00 | $3,400.00 |
| 21) | Maintenance Aggregate, 21AA | 40 Ton | $51.75 | $2,070.00 | $20.00 | $800.00 | $45.00 | $1,800.00 |
| 22) | Detail A - Stone Riprap Toe Protection | 65 Syd | $172.50 | $11,212.50 | $899.50 | $58,467.50 | $200.00 | $13,000.00 |
| 23) | Detail B - Bank Stabilization with Live Stakes | 75 Syd | $172.50 | $12,937.50 | $265.32 | $19,899.00 | $250.00 | $18,750.00 |
| 24) | Vane Arm | 3 Ea | $5,750.00 | $17,250.00 | $6,094.60 | $18,283.80 | $5,000.00 | $15,000.00 |
| 25) | Maintain Stream Flow, Div II | 1 Ea | $17,250.00 | $17,250.00 | $7,025.00 | $7,025.00 | $60,000.00 | $60,000.00 |
| 26) | Turf Establishment | 6 Sta | $1,150.00 | $6,900.00 | $1,699.00 | $10,194.00 | $2,000.00 | $12,000.00 |
| | TOTAL DIVISION II: | | | $147,200.00 | | $256,420.48 | | $208,300.00 |
| | **TOTAL BID AMOUNT:** | | | **$217,033.75** [1] | | **$356,869.91** | | **$380,300.00** [2] |

CORRECTIONS

[1] Bidder's summation error was corrected.
[2] Bidder's total was adjusted to reflect correction.

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# Farmington City Council
# Staff Report

**Council Meeting Date:**
August 24, 2015

**Reference Number**

**Submitted by:** Chris Weber,

**Description:** Amended Resolution Regarding Additional Service Credits

**Requested Action:**
Motion to adopt the attached resolution amending the resolution regarding additional service credits for eligible clerical/administrative personnel.

**Background:**
On August 3rd, Council approved a resolution authorizing the continuation of the Administrative Reorganization Plan. The time period listed in the resolution was September 1, 2015 through November 1, 2015. In order to provide the proper lead time for the implementation, City Administration is requesting that the time period be amended to October 15, 2015 through December 15, 2015.

**Agenda Review**

**Review:**
**Chris Weber Pending**
**City Manager Pending**
**City Council Pending 08/24/2015 7:00 PM**

# RESOLUTION NO. (ID # 1980)

**STATE OF MICHIGAN**
**CITY OF FARMINGTON**

**AMENDED RESOLUTION REGARDING ADDITIONAL SERVICE CREDITS FOR ELIGIBLE CLERICAL/ADMINISTRATIVE PERSONNEL**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the ____ day of ______, 2015, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

The following resolution was offered by Councilmember ______________ and supported by Councilmember______________.

WHEREAS, at a Council meeting on November 17, 2014, City Council adopted a Resolution approving an Administrative Reorganization Plan; and

WHEREAS, as part of the Reorganization Plan the City authorized the extension of additional service credits for eligible clerical/administrative personnel, which provided an incentive allowing all administrative employees then eligible to retire to receive two years of additional credited services if they were to retire between January 1, 2015 and April 30, 2015; and

WHEREAS, the rationale for considering the incentive was to reduce the number of full-time positions and replace most of those positions with part-time employees, reducing costs without a loss in service levels; and

WHEREAS, certain of the eligible employees took advantage of the opportunity; and

WHEREAS, the City has determined to provide the incentive again, between the dates of ~~September 1~~October 15, 2015 and ~~November 1~~December 15, 2015.

**NOW, THEREFORE, BE IT RESOLVED** by the Farmington City Council as follows:

1. The Farmington City Council hereby authorizes the extension of additional service credits for eligible clerical/administrative employees for additional two years credited service if they retire between ~~September 1~~October 15, 2015 and ~~November 1~~December 15, 2015;

2. The City Manager is authorized to execute the necessary retirement agreements as prepared by the City Attorney; and

3. The City Manager is authorized to make any necessary transfers of clerical/administrative personnel to improve operational efficiency in the event of a retirement under this incentive.

AYES:
NAYS:
ABSTENTIONS:

STATE OF MICHIGAN )
)ss
COUNTY OF OAKLAND )

I, SUE HALBERSTADT, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on _______ day of ______________, 2015, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this ______ day of ________________, 2015.

______________________________________

SUE HALBERSTADT
Clerk, City of Farmington

# Farmington City Council Staff Report

**Council Meeting Date:** August 24, 2015

**Reference Number**

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

**Description:** Approval of Cable Franchise Agreement

**Requested Action:**
Approval of Uniform Video Service Local Franchise Agreement with Bright House Networks, LLC

**Background:**
The City's 2000 Cable Television Franchise Agreement with Time Warner Entertainment Advance/Newhouse Partnership, now held by and under which Bright House Networks, LLC ("Bright House"), has been providing cable service, expires in December, 2015. A significant feature of Public Act 480 of 2006, the Uniform Video Service Local Franchise Act, which took effect January 1, 2007, is that a franchising entity, such as the City, is not provided with the authority to deny or negotiate the provisions of a proposed franchise. Rather, the only options recognized are to provide a notice of incompleteness within 15 business days, and to approve within 30 days, of receiving a proposal. Failure to do either of those things results in the proposed franchise being considered complete and automatically approved.
Council approval by adoption of the Resolution being provided is recommended for purposes of establishing the franchise fee at 5% of gross revenues and preserving the City's rights to challenge or rely on another franchising entity's successful challenge of the Act or uniform franchise.

**Agenda Review**

**Review:**
**David M. Murphy Pending**
**City Manager Pending**
**City Council Pending 08/24/2015 7:00 PM**

**RESOLUTION NO. (ID # 1981)**
**CITY OF FARMINGTON**

**OAKLAND COUNTY, MICHIGAN**

**RESOLUTION GRANTING APPROVAL OF UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT WITH BRIGHT HOUSE NETWORKS, LLC**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the ____ day of ___________, 2015, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

The following resolution was offered by _____________________________ and supported by __________________________________________.

**WHEREAS,** in 2000, the City entered into a Cable Television Franchise Agreement with Time Warner Entertainment Advance/Newhouse Partnership for a 15 year term that will expire in December, 2015; and

**WHEREAS,** the interest of Time Warner Entertainment Advance/Newhouse Partnership in the 2000 Cable Television Franchise Agreement is now held by Bright House Networks, LLC, doing business as Bright House Networks and referred to in this Resolution as "Bright House"; and

**WHEREAS,** Public Act 480 of 2006, the Uniform Video Service Local Franchise Act (the "Act") became law in the State of Michigan on January 1, 2007; and

**WHEREAS,** Section 3 of the Act requires a Video Service Provider to enter into a Uniform Video Service Local Franchise Agreement ("Franchise") with a Franchising Entity prior to offering video services within the boundaries of that Franchising Entity; and

**WHEREAS,** on August 11, 2015, a proposed Franchise was filed with the Clerk for the City of Farmington ("City") by Bright House; and

**WHEREAS,** Section (3)2 of the Act requires the City to notify Bright House as to the completeness of the Franchise within fifteen (15) days after the Franchise was filed, with the last date for that notice being August 26, 2015; and

**WHEREAS,** Section 3(3) of the Act requires the City to approve the Franchise if found to be complete within 30 calendar days from the date it was filed with the City Clerk, with the last date for that approval being September 10, 2015; and

**WHEREAS,** based on the date of filing of the Franchilse with the City, and the limited time frame within which the City has to respond, August 24, 2015, is the last scheduled meeting date at which approval of the Franchise could be considered by the City Council; and

**WHEREAS,** the Council has determined that the Franchise is complete and meets the technical requirements of the Act, and therefore undertakes to adopt this Resolution approving the Franchise, as required by the Act.

**NOW THEREFORE, IT IS HEREBY RESOLVED** by the Farmington City Council that the City finds that the Franchise is complete and meets the technical requirements of the Act, and solely for that reason, the City hereby approves and authorizes and directs the Mayor to sign the Franchise with Bright House, with the annual video service provider fee in Section VI.A.ii, to be five percent (5%) of gross revenue, and this approval to be effective as of September 1, 2015.

**IT IS FURTHER RESOLVED** that on page 11 of the Franchise the following language shall be inserted below the "Date completed and approved;" line:

> Determination of Completeness and Approval effective September 1, 2015, and authority for this Franchise Agreement to be signed, was by adoption of a Resolution by the City Council at a meeting on August 24, 2015.

**IT IS FURTHER RESOLVED** that such approval by the City is given only because it is required by the Act, and is not an indication of the City's agreement with or assent to any provisions of the Act or the Franchise.

**IT IS FURTHER RESOLVED** that by approving the Franchise, the City shall not be found to have waived its rights to challenge any provisions of the Act and/or any related provisions of the Franchise on the basis that such provisions are invalid and unenforceable as violations of law, including on the grounds that a particular action is an unconstitutional impairment of contractual rights, and further reserves any and all rights stemming from any successful challenge to such provisions undertaken by any other local franchising entity.

**IT IS FURTHER RESOLVED** that the City Clerk shall provide a copy of this Resolution to Bright House on August 25, 2015, by one of the methods for Notice in Section XV of the Franchise.

STATE OF MICHIGAN
COUNTY OF OAKLAND

I, SUE HALBERSTADT, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on the 24th day of August, 2015, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this _____ day of _______________, 2015.

_______________________________________
SUE HALBERSTADT
Clerk, City of Farmington

J|R|S|J

JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Gary L. Dovre
gdovre@jrsjlaw.com

www.jrsjlaw.com

August 20, 2015

City Council
City of Farmington
23600 Liberty Street
Farmington, MI 48335

RE: Approval of Uniform Video Service Local Franchise Agreement with Bright House Networks, LLC

Dear Council Members:

The City's 2000 Cable Television Franchise Agreement with Time Warner Entertainment Advance/Newhouse Partnership, now held by and under which Bright House Networks, LLC ("Bright House"), has been providing cable service, expires in December, 2015. Under that Agreement, the franchise fee was 5% of gross revenues, with PEG (public, education, government) support by provision of various services and a 1% of gross revenue PEG fee.

Public Act 480 of 2006, the Uniform Video Service Local Franchise Act ("Act"), which took effect January 1, 2007, drastically changed cable television franchising in the State of Michigan by: (i) mandating the only acceptable terms and conditions for cable/video service franchises, (ii) having the MPSC establish a standardized uniform franchise form, (iii) rendering unreasonable and unenforceable any provisions of an existing franchise inconsistent with the Act and MPSC approved franchise form, and (iv) placing limits on fees, with the traditional franchise fee (now called an annual video service provider fee) capped at 5% of gross revenue, and so-called PEG fees (public, education, government) capped at 2% of gross revenues. A third fee provision of the Act is a requirement that fees charged by franchising entities be uniform with respect to all cable/video service providers.

A significant feature of the Act is that a franchising entity, such as the City, is not provided with the authority to deny or negotiate the provisions of a proposed franchise. Rather, the only options recognized are to provide a notice of incompleteness within 15 business days, and to approve within 30 days, of receiving a proposal. Failure to do either of those things results in the proposed franchise being considered complete and automatically approved.

In litigation between Comcast and the City of Detroit regarding the Act and its approval provisions, the Federal District Court ruled that municipalities did have the right to reject and request modifications of a proposed franchise. However, back in the fall of 2014 while an appeal of that ruling was pending, Comcast and Detroit settled the case. That settlement included the Federal District court ruling being vacated, leaving municipalities with no published court decision to rely on in asserting rights not recognized in the Act.

Against this background, on August 11, 2015, Bright House filed a proposed Uniform Video Service Local Franchise Agreement with the City Clerk. Under the Act, August 26, 2015, is the deadline for notifying Bright House if that proposed franchise is complete, with September 10, 2015, being the last day allowed for the City Council to approve the franchise and avoid the automatic approval under the Act. Allowing the automatic approval to occur is not the recommended route. Council approval by adoption of the Resolution being provided is recommended for purposes of establishing the franchise fee at 5% of gross revenues and preserving the City's rights to challenge or rely on another franchising entity's successful challenge of the Act or uniform franchise.

The preservation of rights clause in the Resolution is believed to be substantively the same as a Resolution adopted by Council back in 2007 to approve a Uniform Video Service Local Franchise Agreement with AT&T Michigan. The fees provided under that Agreement were a 5% of gross revenue annual video service provider fee, and a PEG Fee beginning at 3% of gross revenue, with a reduction to 2% upon expiration of the Bright House franchise that was in effect at that time.

The Act provides that the term of a franchise is 10 years. For purposes of having that term commence on the first day of a month (rather than the date of Council's approval), the Resolution states that the approval is to be effective as of September 1, 2015. That should also help facilitate calculation of and transition to the new PEG fee amounts, which for Bright House will go from 1% to 2%, and for AT&T will go from 3% to 2%.

Sincerely yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Gary L. Dovre

Enclosure

cc: Dave Murphy, City Manager
Sue Halberstadt, City Clerk
Thomas R. Schultz, Esq.

**CITY OF FARMINGTON**

**OAKLAND COUNTY, MICHIGAN**

**RESOLUTION GRANTING APPROVAL OF UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT WITH BRIGHT HOUSE NETWORKS, LLC**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the ____ day of ___________, 2015, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

The following resolution was offered by ______________________________ and supported by ________________________________________.

**WHEREAS,** in 2000, the City entered into a Cable Television Franchise Agreement with Time Warner Entertainment Advance/Newhouse Partnership for a 15 year term that will expire in December, 2015; and

**WHEREAS,** the interest of Time Warner Entertainment Advance/Newhouse Partnership in the 2000 Cable Television Franchise Agreement is now held by Bright House Networks, LLC, doing business as Bright House Networks and referred to in this Resolution as "Bright House"; and

**WHEREAS,** Public Act 480 of 2006, the Uniform Video Service Local Franchise Act (the "Act") became law in the State of Michigan on January 1, 2007; and

**WHEREAS,** Section 3 of the Act requires a Video Service Provider to enter into a Uniform Video Service Local Franchise Agreement ("Franchise") with a Franchising Entity prior to offering video services within the boundaries of that Franchising Entity; and

**WHEREAS,** on August 11, 2015, a proposed Franchise was filed with the Clerk for the City of Farmington ("City") by Bright House; and

**WHEREAS,** Section (3)2 of the Act requires the City to notify Bright House as to the completeness of the Franchise within fifteen (15) days after the Franchise was filed, with the last date for that notice being August 26, 2015; and

**WHEREAS,** Section 3(3) of the Act requires the City to approve the Franchise if found to be complete within 30 calendar days from the date it was filed with the City Clerk, with the last date for that approval being September 10, 2015; and

**WHEREAS,** based on the date of filing of the Franchilse with the City, and the limited time frame within which the City has to respond, August 24, 2015, is the last scheduled meeting date at which approval of the Franchise could be considered by the City Council; and

**WHEREAS,** the Council has determined that the Franchise is complete and meets the technical requirements of the Act, and therefore undertakes to adopt this Resolution approving the Franchise, as required by the Act.

**NOW THEREFORE, IT IS HEREBY RESOLVED** by the Farmington City Council that the City finds that the Franchise is complete and meets the technical requirements of the Act, and solely for that reason, the City hereby approves and authorizes and directs the Mayor to sign the Franchise with Bright House, with the annual video service provider fee in Section VI.A.ii, to be five percent (5%) of gross revenue, and this approval to be effective as of September 1, 2015.

**IT IS FURTHER RESOLVED** that on page 11 of the Franchise the following language shall be inserted below the "Date completed and approved;" line:

> Determination of Completeness and Approval effective September 1, 2015, and authority for this Franchise Agreement to be signed, was by adoption of a Resolution by the City Council at a meeting on August 24, 2015.

**IT IS FURTHER RESOLVED** that such approval by the City is given only because it is required by the Act, and is not an indication of the City's agreement with or assent to any provisions of the Act or the Franchise.

**IT IS FURTHER RESOLVED** that by approving the Franchise, the City shall not be found to have waived its rights to challenge any provisions of the Act and/or any related provisions of the Franchise on the basis that such provisions are invalid and unenforceable as violations of law, including on the grounds that a particular action is an unconstitutional impairment of contractual rights, and further reserves any and all rights stemming from any successful challenge to such provisions undertaken by any other local franchising entity.

**IT IS FURTHER RESOLVED** that the City Clerk shall provide a copy of this Resolution to Bright House on August 25, 2015, by one of the methods for Notice in Section XV of the Franchise.

STATE OF MICHIGAN
COUNTY OF OAKLAND

I, SUE HALBERSTADT, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on the 24th day of August, 2015, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this _____ day of _______________, 2015.

_______________________________
SUE HALBERSTADT
Clerk, City of Farmington

# UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq*, (the "Act") by and between the City of Farmington, a Michigan municipal corporation (the "Franchising Entity"), and Bright House Networks, LLC, a Delaware limited liability corporation doing business as Bright House Networks.

I. **Definitions**

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

A. "Cable Operator" means that terms as defined in 47 USC 522(5).
B. "Cable Service" means that terms as defined in 47 USC 522(6).
C. "Cable System" means that term as defined in 47 USC 522(7).
D. "Commission" means the Michigan Public Service Commission.
E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
F. "FCC" means the Federal Communications Commission.
G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
J. "IPTV" means Internet protocol television.
K. "Local unit of government" means a city, village, or township.
L. "Low-income household" means a household with an average annual household income of less than $35,000.00 as determined by the most recent decennial census.
M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq*.
N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
Q. "Term" means the period of time provided for in Section V of this Agreement.
R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
S. "Video programming" means that term as defined in 47 USC 522(20).
T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).

B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.

C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.

D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.

E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.

F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.

G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.

   i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.

H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.

I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.

J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.

K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.

L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.

M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in <u>Attachment 1</u> - Uniform Video Service Local Franchise Agreement.

N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act.**

## III. Provider Providing Access

A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.

B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:

   i. Within <u>3 years</u> of the date it began providing video service under the Act and the Agreement, at least <u>25%</u> of households with access to the Provider's video service are low-income households.

   ii. Within <u>5 years</u> of the date it began providing video service under the Act and Agreement and from that point forward, at least <u>30%</u> of the households with access to the Provider's video service are low-income households.

C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least <u>25%</u> of the households in the provider's telecommunication service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
   i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
   ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
   iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
   iv. Natural disasters.
   v. Factors beyond the control of the Provider.

E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.

F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.

G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

## IV. Responsibility of the Franchising Entity

A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.

B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.

C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."

D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under Section 3(3) of the Act, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
   i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.

E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.

F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
   i. The authorization or placement of a video service or communications network in public right-of-way.
   ii. Access to a building owned by a governmental entity.
   iii. A municipal utility pole attachment.

G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising

Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.

I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.

J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.

B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## VI. Fees

A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:

  i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.

  ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _______% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers

B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.

D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.

  1. **Gross revenues shall include all of the following:**

    i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.

    ii. Any franchise fee imposed on the Provider that is passed on to subscribers.

    iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.

    iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.

    v. All revenue derived from compensation arrangements for advertising to the local franchise area.

    vi. Any advertising commissions paid to an affiliated third party for video service advertising.

  2. **Gross revenues do not include any of the following:**

    i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.

ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.

iv. Any revenues received by the Provider or its affiliates for the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.

v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.

vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.

vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.

viii. Sales of capital assets or surplus equipment.

ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.

x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.

E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.

G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.

H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

I. Any claims by a Franchising Entity that fees have not been paid as required under Section 6 of the Act, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.

K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## VII. Public, Education, and Government (PEG) Channels

A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the effective date of the Act or as provided under Section 4(14) of the Act.

B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the

Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.

E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.

F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.

G. A PEG channel shall only be used for noncommercial purposes.

## VIII. PEG Fees

A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:

1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount __1%__) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is __2__% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is __N/A__% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
4. An amount agreed to by the Franchising Entity and the video service Provider.

B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.

C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.

G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## IX. Audits

A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

**X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

**XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

**XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

**XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

**XIV. Complaints/Customer Service**

A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.

B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act.**

C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act.** Each Provider shall include the dispute resolution process on its website.

D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act.**

E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act.**

F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act.**

G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(i) in the Act.**

XV. **Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*
(must provide street address)

City of Farmington:

23600 Liberty Street

Farmington, MI 48335

Attn: Susan K. Halberstadt - City Clerk

Fax No.: 248-474-5500

*If to the Provider:*
(must provide street address)

Bright House Networks

14525 Farmington Rd

Livonia, MI 48154

Attn: Robert A. McCann

Fax No.: 734-437-3338

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. **Miscellaneous**

A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of Farmington, a Michigan Municipal Corporation**

By

Bill Galvin
Print Name

Mayor
Title

23600 Liberty
Address

Farmington, MI 48335
City, State, Zip

248-474-5500
Phone

Fax

bgalvin@farmgov.com
Email

**Bright House Networks LLC, a Delaware Limited liability corporation doing business as Bright House Networks**

By

Robert A McCann
Print Name

Division President
Title

14525 Farmington Rd.
Address

Livonia, MI 48154
City, State, Zip

734-437-3301
Phone

734-437-3338
Fax

bob.mccann@mybrighthouse.com
Email

**FRANCHISE AGREEMENT** *(Franchising Entity to Complete)*

| |
|---|
| Date submitted: |
| Date completed and approved: |

# ATTACHMENT 1

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
**(Pursuant To 2006 Public Act 480)**
(Form must be typed)

| | | |
|---|---|---|
| Date: August 10, 2015 | | |
| Applicant's Name: Bright House Networks, LLC | | |
| Address 1: 14525 Farmington Rd | | |
| Address 2: | | Phone: 734-437-3301 |
| City: Livonia | State: MI | Zip: 48154 |
| Federal I.D. No. (FEIN): 02-0636401 | | |

**Company executive officers:**

| |
|---|
| Name(s): Steven A. Miron |
| Title(s): CEO |

**Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

| | | |
|---|---|---|
| Name: Robert A. McCann | | |
| Title: Division President | | |
| Address: 14525 Farmington Rd. Livonia, MI 48154 | | |
| Phone: 734-437-3301 | Fax: 734-437-3338 | Email: bob.mccann@mybrighthouse.com |

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

| |
|---|
| The entire area of the incorporated boundaries of the City of Farmington. |

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

**Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).**

| Date: |
|---|

**For All Applications:**

***Verification***
*(Provider)*

I, Robert A. McCann, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

| *Name and Title (printed):* Robert A. McCann | |
|---|---|
| *Signature:* Robert A. McCann | *Date:* August 10, 2015 |

*(Franchising Entity)*

**[insert NAME of City/Village/Township], a Michigan municipal corporation**

By
Bill Galvin
Print Name
Mayor - City of Farmington
Title
23600 Liberty Street
Address
Farmington, MI 48335
City, State, Zip
248-474-5500 (ext. 2221)
Phone

Fax
bgalvin@farm.gov
Email

Date

# Farmington City Council
# Staff Report

**Council Meeting Date:**
August 24, 2015

**Reference Number (ID # 1979)**

**Submitted by:** Susan Halberstadt,

**Description:** Consideration to Approve Estimate for Council Chamber Podium and Door Veneers

**Requested Action:**
Motion to approve an estimate from Welker Cabinetry & Millwork for a custom podium and lamination of 4 chamber doors in the amount of $5,412.00.

**Background:**
As part of the renovations of the Council Chambers last year, the committee comprised of Council members JoAnne McShane and Steve Schneemann, Chris Weber and myself, determined the podium was in disrepair and needed to be replaced. Council member Schneemann agreed to take on the project of designing a new podium and obtain an estimate from Welker for its completion. Along with the podium, we are also requesting lamination of the four chamber doors with veneer matching the podium, dais and other woodwork in the chamber.

There are two more projects that remain with regard to Council Chamber and City Hall renovations: 1) additional technology for the Chambers including the addition of two microphones at the dais, and 2) artwork throughout the Chambers and City Hall. A committee is currently meeting to determine what artwork/photos will be displayed. We also hope to complete the final details of the technology aspect of the chambers as well.

**Financial Impact**

The cost of the podium and lamination of the 4 doors is $5,412. The 2015-2016 General Fund budget would have to be amended to include this expenditure and would lead to a corresponding reduction of fund balance.

**Agenda Review**

**Review:**
**Susan Halberstadt Pending**
**City Manager Pending**
**City Council Pending 08/24/2015 7:00 PM**

WELKER
CABINETRY & MILLWORK INC.

32250 W. Eight Mile Rd
Farmington Hill, MI 48336

# Estimate

| Date | Estimate # |
|---|---|
| 7/31/2015 | 211206 |

| Name / Address | Ship To |
|---|---|
| s3architecture<br>23629 Liberty St<br>Farmington, MI 48335 | FARMINGTON CITY HALL<br>PODIUM |

| Description | Qty | Rate | Total |
|---|---|---|---|
| Welker Cabinetry<br>CUSTOM PODIUM<br>32 X 18 X 44<br>TREEFROG WOOD VENEER<br>AS PER PRINTS.... | 1 | 3,660.00 | 3,660.00T |
| CONTRACTOR [OWNER] TO HAVE DOORS AND HARDWARE REMOVED.<br>PICK UP AND RETURN TO SHOP.<br>LAMINATE 1 SIDE WITH TREEFROG VENEER<br>ONLY AVALIABLE IN 48 X 120 SHEETS<br>RETURN TO BUILDING.<br>CONTRACTOR [OWNER] TO REINSTALL HARDWARE AND REHANG DOORS. | 4 | 438.00 | 1,752.00T |

| | |
|---|---|
| Subtotal | $5,412.00 |
| Sales Tax (6.0%) | [redacted] |
| Total | [redacted] |

| Phone # | Fax # | E-mail | Web Site |
|---|---|---|---|
| 248-477-6600 | 248-477-6634 | bob@welkerkb.com | www.welkerkb.com |

# Farmington City Council
# Staff Report

**Council Meeting Date:**
August 24, 2015

**Reference Number (ID # 1983)**

**Submitted by:** Lisa McGill,

**Description:** Review of Buxton Company Proposal

**Requested Action:**
None

**Background:**
The retail/marketing analysis firm, The Buxton Company, provided City Council a presentation at the August 17, 2015 Special Meeting. A copy of the presentation overview is attached. A proposal for services will be presented at the August 24, 2015 Special Meeting.

**Agenda Review**

**Review:**
**Lisa McGill Pending**
**City Manager Pending**
**City Council Pending 08/24/2015 7:00 PM**

Buxton

**Buxton Overview**

Buxton is the industry leader in customer analytics and site selection with more than 500 years of development experience. We work with more than 2,000 national and regional retail clients including Wal-Mart, Bed, Bath & Beyond, Lowes, FedEx, Marriott, Trader Joe's, California Pizza Kitchen, In & Out Burgers, Dave and Busters, New Balance, Applebee's, Ben & Jerry's, Jamba Juice, Massage Envy and thousands more unique concepts.

In addition to our retail clients, we work directly with municipalities, assisting communities, local EDCs, and regional partnerships in understanding what specific retailers/restaurants are suitable for specific development sites. Buxton has worked with more than 650 communities both large and small. In fact, we've been able to assist our community clients recruit more than 35 million square feet of retail space around the U.S. using the tools we have provided.

Buxton owns the most sophisticated and granular household-level data available, which includes more than 75,000 lifestyle characteristics. This enables us to provide our clients with rolling, real-time snapshots of every household in any size trade area, as well as give our public sector clients access to intelligence that retailers, hospitals, and hotel chains utilize to make multi-million dollar decisions!

Buxton

### Community*ID* Methodology

The proprietary methodology used to develop your Community*ID* Solution is the same methodology that Buxton uses with over 2,000 retail clients to select locations for stores and restaurants and has been developed utilizing technologically advanced systems.

We use customer spending habits to determine the market viability of an area. Utilizing this information allows a more proactive and selective process to take place. It provides a focused list of targeted retailers and gives the retail concepts the assurance they need to make a speed-to-market decision about your community/county.

Additionally, Buxton's daily working relationship with major retail clients gives you the assurance that your specific marketing materials will address the needs of location decision makers. With Community*ID* you can effectively sell your community/county because you are providing the details required to make decisions.

**The application of this data is virtually endless, including, but not limited to:**

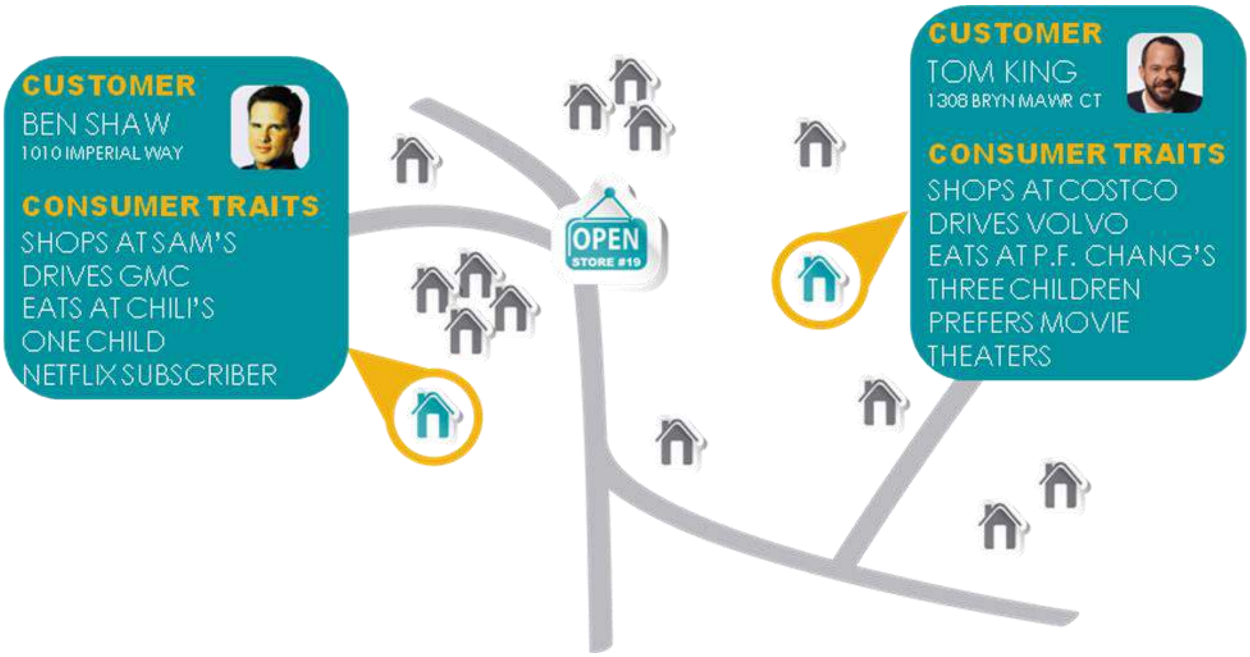
- Understanding Neighborhood Serving Retail Needs/Opportunities
- Providing Business Retention Tools
- Tourism Profiling and Direct Marketing Tools
- Hotel Recruitment
- Comparison of New Residents versus Tenured Residents
- Public Library Location Recommendations and Collection Mix
- Emergency Services
- Understanding Neighborhood Serving Healthcare Needs/Opportunities
- Transit-oriented Planning
- Marketing Tools to Promote City/County/State Initiatives such as green technologies
- Utility Comprehension
- Economic Impact and Industrial Recruitment

## We Know How America Lives

Accurately defining and knowing who your customers are, relative to other customers in the market, applies to virtually any concept imaginable. For local businesses, customer knowledge creates revenues, facilitates growth, generates profits and increases shareholder value. For public sector entities, understanding the lifestyle and purchasing characteristics of their residents enables civic leaders to focus clearly on the specific economic development strategies. To achieve this level of knowledge, the actual customer household must be the foundation for all research efforts.

Buxton has pioneered the use of household-level data for research purposes. Millions of customer transactions are analyzed to determine purchasing habits and lifestyles, a term now known as psychographics. Once the lifestyle of a given customer is known, they and others like them can literally be found anywhere in America. Buxton's comprehensive data sets allow for a fact-based approach to retail identification and include:

- 250 national and proprietary databases including:
  - 130 million household records with up to 7 individuals within each household
  - More than 75,000 lifestyle and consumer habits for each type of customer



The sources of our data include, but are not limited to:

- Experian
- Equifax
- VISA® *(exclusive partnership)*
- Credit Cards
- Reward Cards
- Subscriptions
- Mail Order
- Warranty Cards
- Motor Vehicle Information
- Traffic Counts
- Acxiom
- InfoUSA

**Replace Guesswork with Certainty**

While the science of retail site selection has changed, many communities have not. Some are still using tools that put them at a disadvantage in today's brutally competitive retail marketplace. Long gone are the days of waiting for a retailer to notice you. The investment for the retailer; buying property and building a store is simply too expensive to leave to chance. With the new generation of tools for customer analysis, retailers can have confidence that the decisions they are making are the right ones. Community*ID* helps take the guesswork out of the equation and helps you differentiate yourself from the cities across the U.S. that you compete with for retail. Additionally, knowing and understanding the trade area's unique customer base enables your existing businesses to succeed.

### A Customized Solution

Your community is different from any other, with unique features that impact the local retail market. As a result, Community*ID* is not another “off-the-shelf” report, but a customized solution that takes into account the special attributes of your community – attributes that could be very attractive to retailers.


Community*ID* offers a proven strategy and plan of action for marketing your community to retailers and developers. It not only helps you achieve your short-term goals, but can ensure the economic strength of your retail sector over the long-term.

- Identify sites in your community that offer retail potential
- Profile the shopping and dining habits of your residents, tourists, and workday populations
- Target retailers uniquely suited for your community and that complement existing retail
- Market your community using the information retailers need
- Establish credibility with retail decision makers
- Prevent retail leakage and lost tax revenue
- Satisfy your citizens’ desire to shop in their own city and increase quality of life
- Become a proactive partner to local business owners by providing valuable data about the current market

## Buxton's Solution

Our solution is a total marketing strategy that enables community leaders to immediately implement a retail development program. It provides the same analytical information retailers depend on today to make site selection decisions so that you will have a compelling case as to why the city can support new retail and restaurant locations and expansions. Additionally, retail recruitment identifies specific retailers who seek a market with household purchasing habits just like yours, and we provide custom marketing packages targeted to that specific retailer.

Community*ID* goes beyond a plan. It allows your community to be proactive rather than reactive to the recruitment process. In addition, this solution provides a number of answers for existing business retention. Including but not limited to:

- Merchandising decisions
- Marketing strategies
- Consumers preferences

## SCOUT Touch®

Along with a fully customized solution that lays the foundation of a successful retail development program, access to Buxton's proprietary tool, SCOUT Touch®, will also be provided. The days of carrying large binders with information about your community when you speak with retailers is over. All of the analysis done at Buxton for your community will be stored within this tool providing you easy access anytime, anywhere right from your laptop or tablet. It will provide you, as community leaders, with the ability to also speak with your local business owners and assist them in better understanding the market in which they serve.

The usefulness of this tool cannot be understated. This tool will allow you to leverage technology like never before to assist you in your retail recruitment and retention efforts. This tool is an absolute must in successfully recruiting retail – this is the exact same tool that our retail clients are using today to make their site selection decisions.

## Benefits

- Maximize revenue growth to fund city services
- Retain dollars that are being spent outside the community
- Create new, permanent jobs
- Satisfy citizens' desire to shop at home
- Partner with the leader in site selection analysis to the retail industry
- Establish credibility with decision makers by providing factual evidence to support your location
- Use competitive analysis to close the deal
- A dynamic, consumer-oriented retail sector is a component of a healthy economy
- Existing business growth and retention

## Deliverables

- Drive-time Trade Area Map
- Retail Site Assessment (retail potential of up to three selected sites)
- Retail Match List (specific retailers that match the households in the trade area)
- Retailer Specific Marketing Packages
- SCOUT Touch® online access to deliverables
- iPad Air preloaded with results delivered upon completion of analysis

**To further explore how Buxton can assist your community with your retail development efforts, please contact:**

**Dennis Maher**

**Director of Sales**

**O: (817) 332 - 3681**

**E: dmaher@buxtonco.com**

**Farmington City Council**
**Staff Report**

**Council Meeting Date:** August 24, 2015

**Reference Number (ID # 1984)**

**Submitted by:** Lisa McGill,

**Description:** Review of Draft Downtown Area Plan

**Requested Action:**
None

**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. A copy of the Draft Downtown Area Plan is attached.

**Agenda Review**

**Review:**
**Lisa McGill Pending**
**City Manager Pending**
**City Council Pending 08/24/2015 7:00 PM**

# FARMINGTON
## DOWNTOWN AREA PLAN
2014

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

The City of FARMINGTON

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

OHM Advancing Communities

DRAFT 5-14-2015

DRAFT 5-14-2015

# CONTENTS

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.

## 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.

## 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.

## 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:

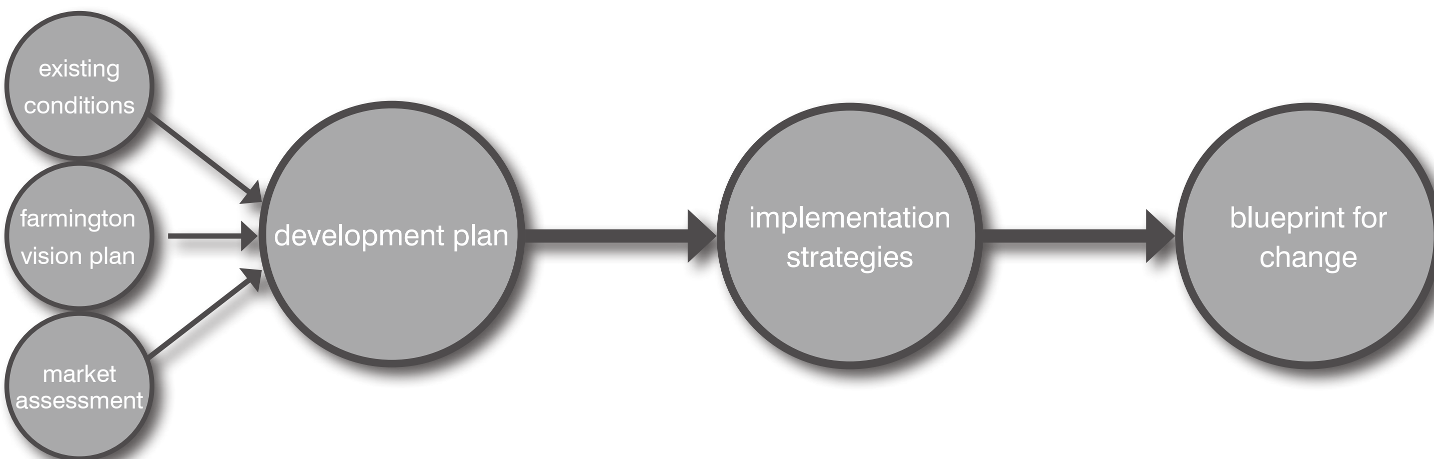
- *Existing conditions in the area*
- *Key recommendations of the Farmington Vision Plan*
- *Key findings from the market study*
- *Current national development trends*

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.



## 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.

## 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 Shiawassee 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*

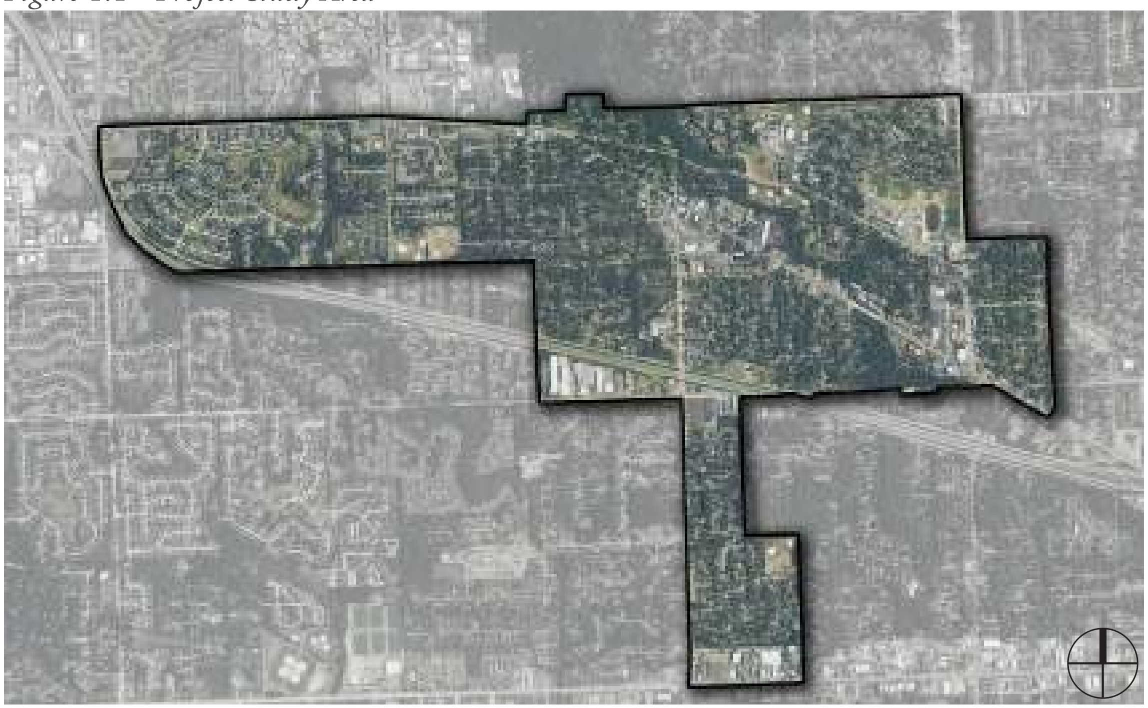



*Figure 1.2 - Project Subareas*

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# 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

## 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.

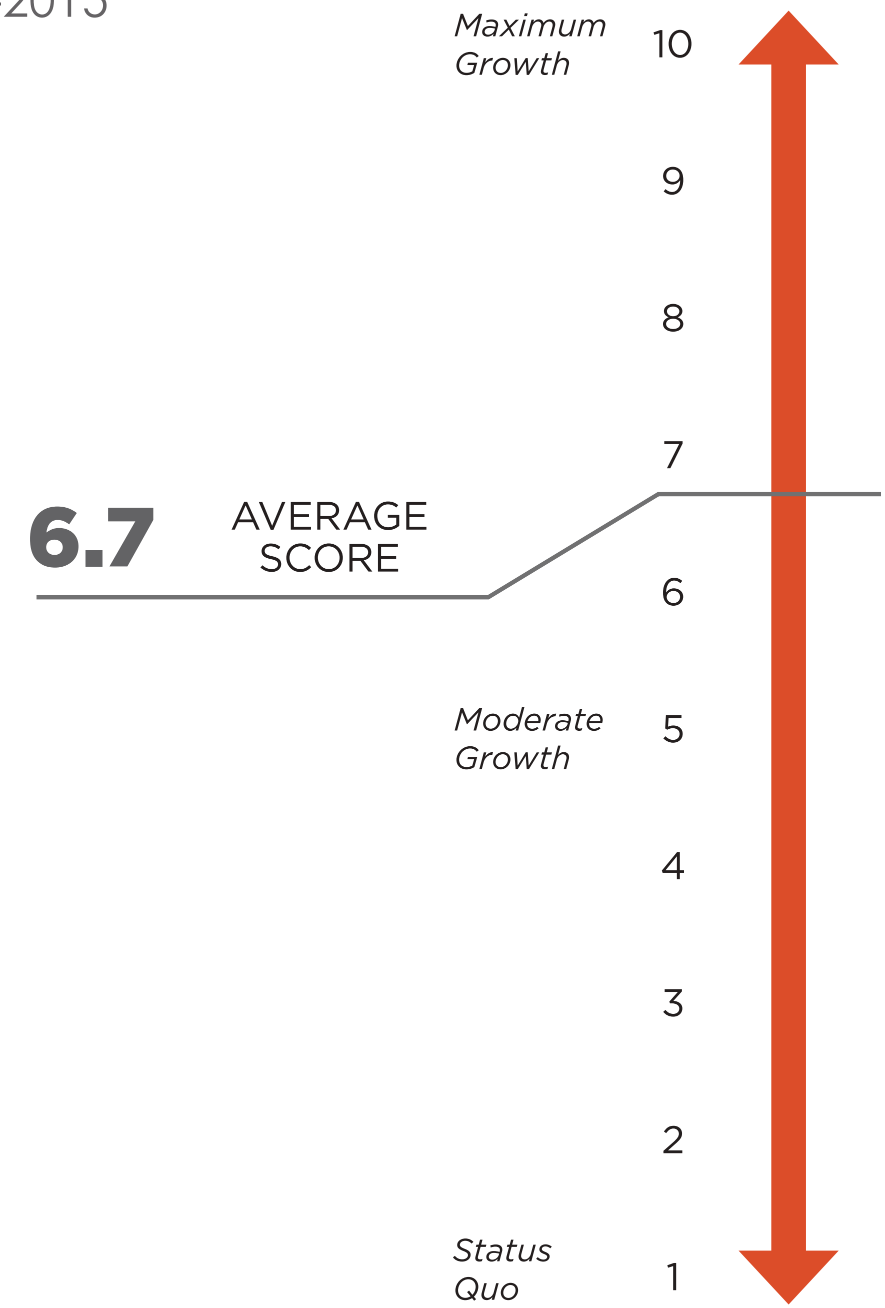
- **Staying Connected** – A community with a complete transportation system where people can easily travel by foot, bicycle, transit, and car.
- **Getting Active** - A community that is served by both passive and active greenspaces that enhance the overall quality of life in the community and complement 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.

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

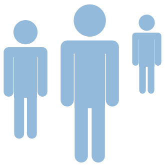
The Effective Market Area for this study included Farmington and parts of Farmington Hills, Livonia, Novi, and the eastern portions of Redford Township and Southfield. Specifically, the Site EMA is bounded by West 14 Mile to the north, Inkster Road and Telegraph Road to the east, Interstate 96 to the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

## 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

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### 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% |

## 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.*

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 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.

### 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

## 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

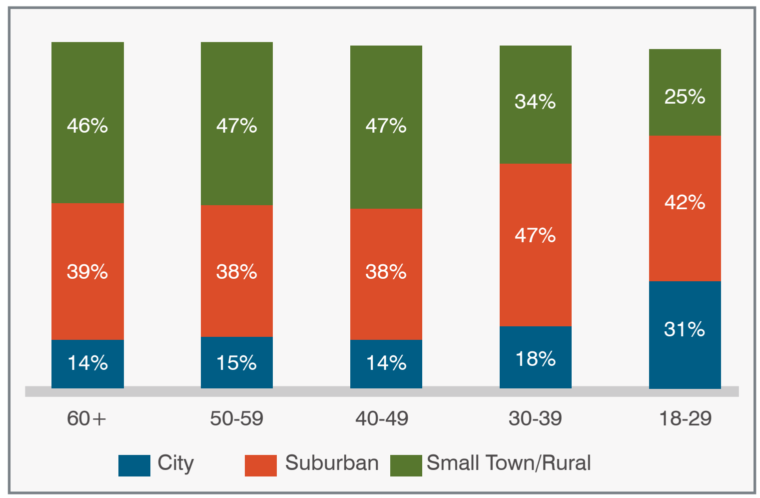
Current trends indicate a swing in how individuals choose where to live. A growing number of Millennials choose where they want to live first and then resolve the logistics of finding employment and housing in their desired location. Millennials seek destinations that offer a superior quality of life 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*

### 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.

# 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.

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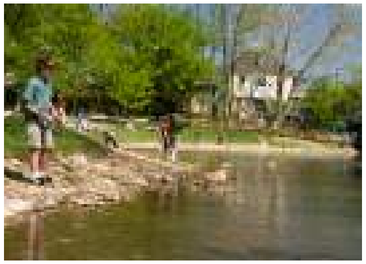
## 3.1 PRINCIPLES

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.

## 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

FIGURE 3.2: MIXED USE AND RESIDENTIAL CHARACTER IMAGES

## 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 | | | Parking Provided | |
|---|---|---|---|---|
| Retail: | 4/1000 sf. | 48 sp. | Structured: | 203 sp. |
| Residential: | 1.5/du. | 183 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

## 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

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## 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. |

| Parking Required | | | Parking Provided | |
|---|---|---|---|---|
| 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

## 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 | | | Parking Provided | |
|---|---|---|---|---|
| Retail: | 4/1000 sf. | 69 sp. | Structured: | 203 sp. |
| Residential: | 1.5/du. | 181 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

## 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. |

| Parking Required | | Parking Provided | |
|---|---|---|---|
| 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. Surface Parking

FIGURE 3.7: A+B OPTION 5

## 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

FIGURE 3.8: A+B OPTION 6

## 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

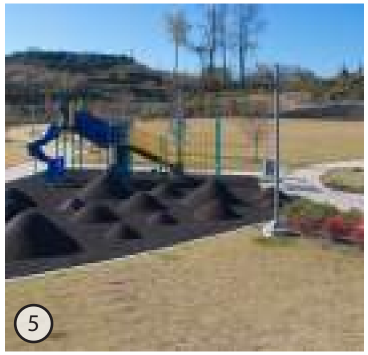
Site area: +/- 24.3 Acres

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.*

FIGURE 3.9: SUBAREA C - EXISTING CONDITION








## 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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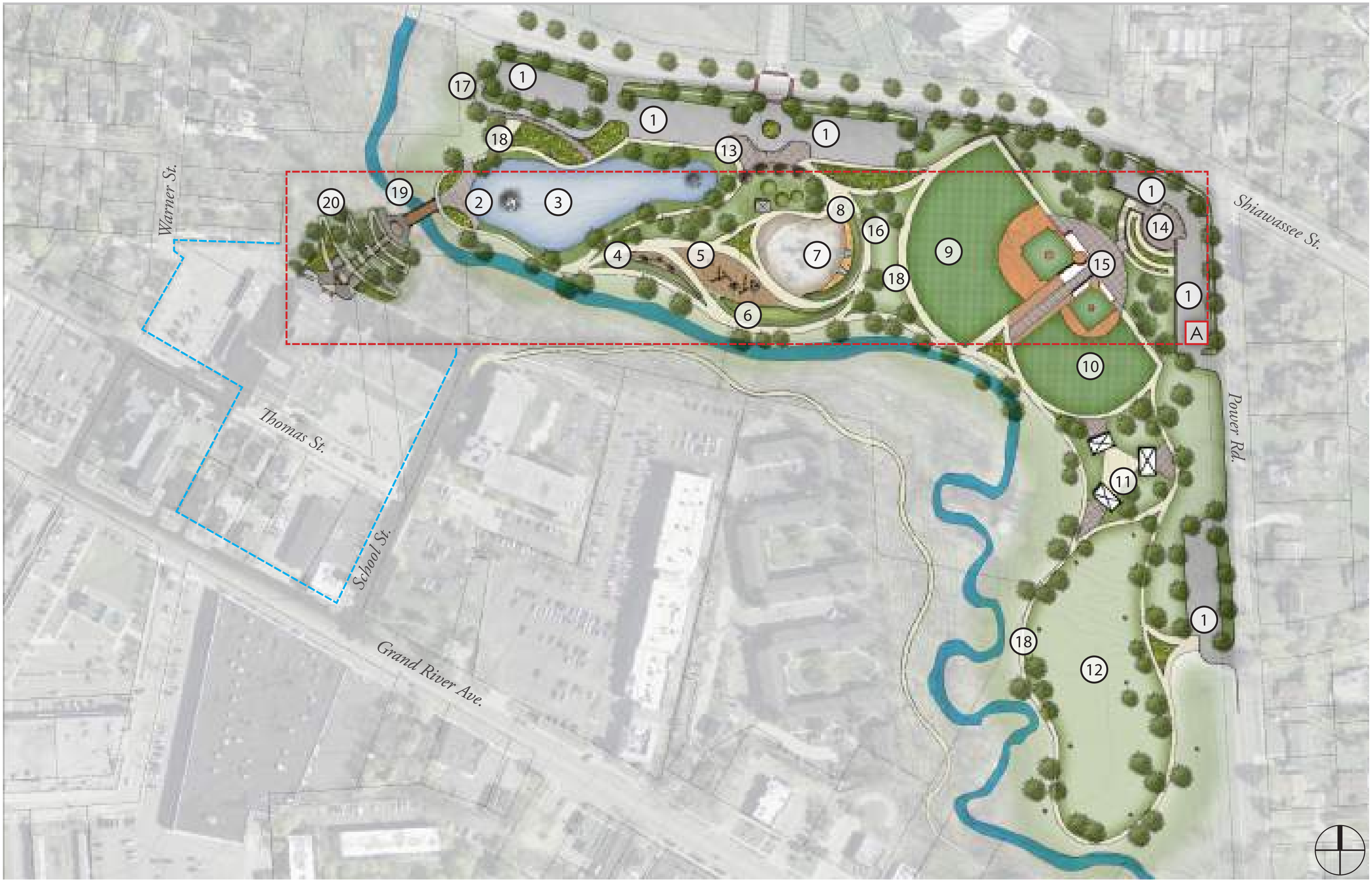
FIGURE 3.10: AREA C CONCEPT DESIGN



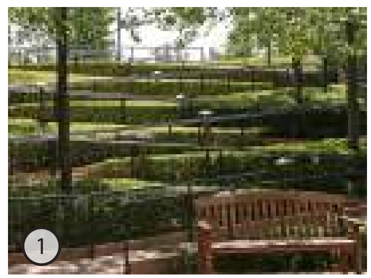
## 1.3 SUBAREA C

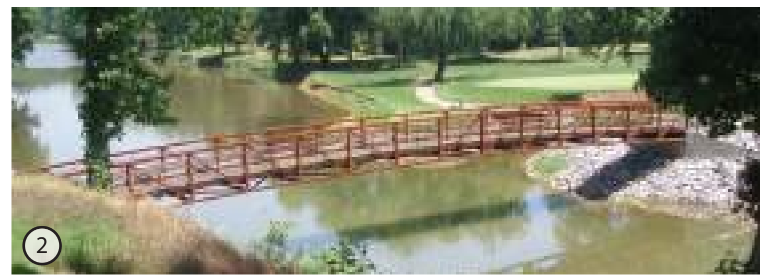
A variety of programming and activities has been incorporated into the design of the park. Starting from the west, a switchback ramp climbs down the hillside and transitions into an amphitheater with seating. A pedestrian bridge crosses the Rouge River, meeting a pond with an overlook on the other side. 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







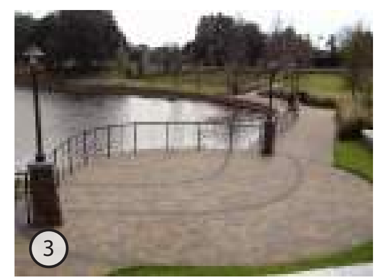



FIGURE 3.12: PARK DETAILS

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## 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



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## SITE DATA - OPTION 1

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

| Parking Required | | | Parking Provided | |
|---|---|---|---|---|
| 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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## DEVELOPMENT AREA E

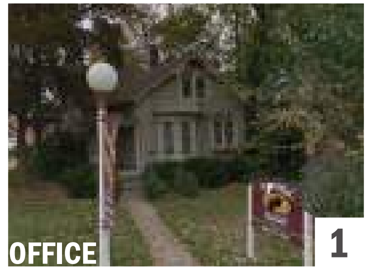
### DESCRIPTION

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


OFFICE 1


BURGER KING 2

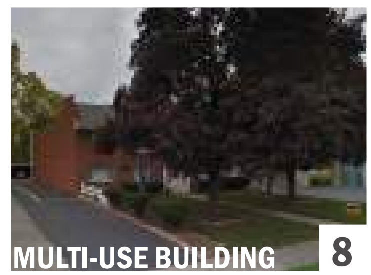

VALVOLINE 3

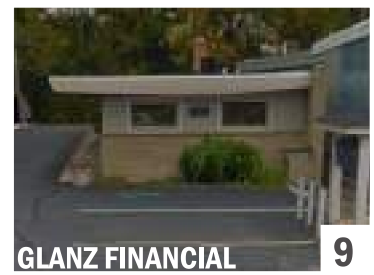

ALLSTATE + JAMS 4


SINGLE FAMILY 5


MULTI-USE BUILDING 6


MULTI-USE BUILDING 7


MULTI-USE BUILDING 8


GLANZ FINANCIAL 9


RADIO SHACK 10

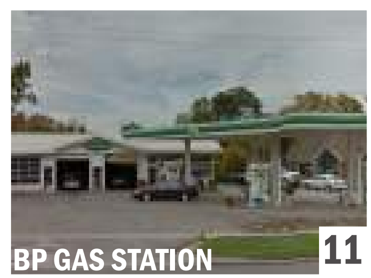

BP GAS STATION 11

FIGURE 3.15: SUBAREA E - EXISTING CONDITION

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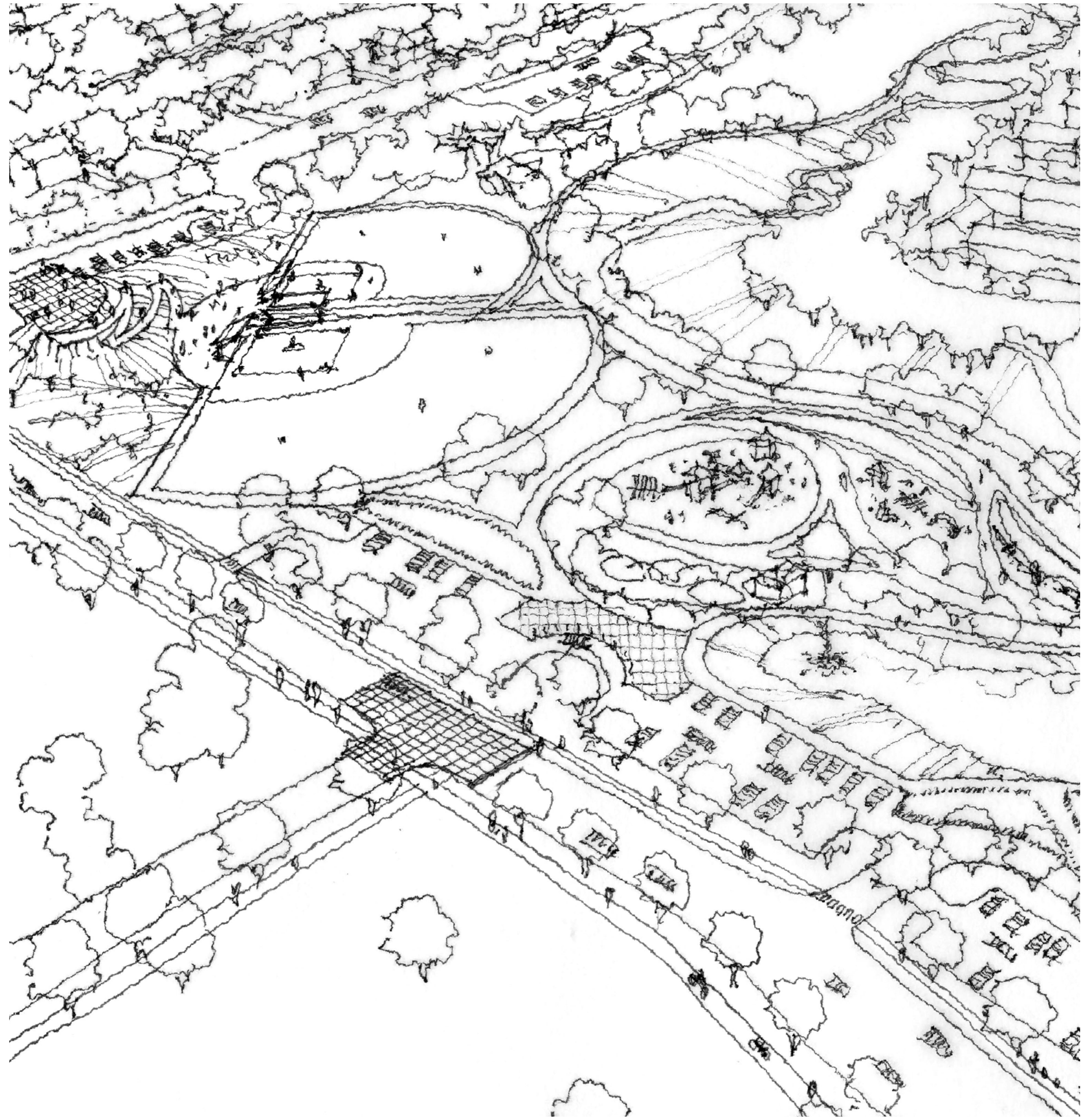

Prepared By:

OHM ADVISORS
101 Mill Street
Suite 200
Gahanna, Ohio 43230

OHM Advancing Communities

**Farmington City Council**
**Staff Report**

**Council Meeting Date:**
August 24, 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 Pending**
**City Manager Pending**
**City Council Pending 08/24/2015 7:00 PM**