



Plymouth City Commission

Regular Meeting Agenda

Monday, January 4, 2021 7:00 p.m. ONLINE

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

Meeting will be held as a Zoom Webinar

Join Zoom Webinar - <https://us02web.zoom.us/j/88591782486> Passcode – 504671

International numbers available: <https://us02web.zoom.us/j/88591782486>

Statement on explanation of the reason why the public body is meeting electronically:

On March 10, 2020, the Governor of the State of Michigan declared a State of Emergency across the State of Michigan. As a part of the response to that emergency certain changes were deemed to be reasonable and necessary to protect the public health, safety, and welfare. Due to the on-going emergency situation the Michigan Department of Public Health and Human Services has recently made certain rules about gathering in groups of people. Further, the Michigan Legislature passed legislation to temporarily suspend certain rules, regulations and procedures related to the physical presence at meetings and hearings of public bodies and other governmental entities in Michigan. These public bodies and entities must continue to conduct public business during this emergency. Recently passed legislation has made it possible for public boards to meet electronically. Due to the Public Health declarations the City of Plymouth will have its Boards and Commissions meet electronically as permitted under the newly enacted law that is known as SB1108.

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

2. CITIZENS COMMENTS

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of December 21, 2020 City Commission Regular Meeting Minutes

5. COMMISSION COMMENTS

6. PUBLIC HEARING

- a. Truck Route Ordinance and Final Reading

7. OLD BUSINESS

8. NEW BUSINESS

- a. Emergency Purchase of Pump Replacement
- b. Wayne County Parks Grant
- c. Authorization for Payment – Fire Academy

9. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments

10. ADJOURNMENT

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues for items not on the agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.

Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Monday through Friday from 8:00 a.m.-4:30 p.m., at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations.

Consent Agenda- The items on the Consent Agenda will be approved by one motion as Agenda Item #4. There will be no separate discussion of these items unless a Commissioner or citizen so requests, in which case that item will then be placed on the regular agenda.

City of Plymouth Strategic Plan 2017-2020

GOAL I - QUALITY OF LIFE

OBJECTIVES

1. Support the neighborhoods with high-quality customer service
2. Engage in collaboration with private entities and surrounding municipalities to implement the [Joint Recreation Master Plan](#)
3. Improve communication with the public across multiple platforms
4. Maintain a high level of cleanliness throughout the City
5. Support and host a diverse variety of events that foster community and placemaking

ONE YEAR TASKS 2020-21

- Liquor/marijuana license review
- Rooftop seating review
- Adopt Downtown Development Authority (DDA) Master Plan and identify funding sources for implementation
- Begin implementation of Kellogg Park Master Plan with fountain replacement
- Establish format & requirements for public parks sponsorship
- Resident education programs on zoning basics, ordinance change and update, services, and recycling
- City webpage - create city-wide F.A.Q. "Index" page and push out link
- Increase social media presence – 1k new followers/subscribers/etc.
- Review and evaluate City truck routes
- Complete update to Special Events Policy

GOAL II - FINANCIAL STABILITY

OBJECTIVES

1. Approve balanced budgets that maintain fiscal responsibility
2. Advocate for increased revenue sharing with the State of Michigan
3. Encourage and engage in partnerships, both public and private, to share costs of services and equipment
4. Address the issue of legacy costs
5. Seek out and implement efficient and effective inter-departmental collaboration
6. Market our successes to attract new economic and investment opportunities

ONE YEAR TASKS 2020-21

- Actively promote and participate in the 2020 census
- Explore internal and external supplemental funding of legacy costs
- Target revenue enhancements for large-scale capital projects, including grants and millage
- Assist the Michigan Municipal League (MML) in facilitating and increasing support for state revenue sharing initiatives
- Redesign Capital Improvement Plan and evaluate future funding process for Equipment Fund
- Create a rate card for payment in lieu of paid parking
- Develop financial plan for public safety model
- Identify cost estimates, timeframe and potential funding sources for central parking deck
- Complete road bond sale – phase one

GOAL III - ECONOMIC VITALITY

OBJECTIVES

1. Continue to support and improve active, vibrant downtown branding
2. Support community and economic development projects and initiatives
3. Support a mix of industrial, commercial and residential development
4. Reference the [Master Plan](#) in economic decision-making

ONE YEAR TASKS 2020-21

- Continued administration of development projects and proposals including Wilcox Mill, Saxton's, Pulte, Starkweather School, Lumber Mart, and various residential builds
- Branding – consistency across all communications (email, letterhead, agenda)
- Provide annual process and risk-management training to all boards and commissions
- Continue implementing Redevelopment Ready Community (RRC) plan to achieve certification
- Develop list of transitional properties and utilize Michigan Economic Development Corporation (MEDC), Wayne County, others to market
- Explore marketing partnerships (schools, Chamber, hotels, available publications etc.)

GOAL IV - SERVICE AND INFRASTRUCTURE

OBJECTIVES

1. Support administration and staff by providing professional development opportunities, supplying resources, and maintaining a commitment to recruitment, retention and succession planning
2. Support and deliver safe and responsive emergency services
3. Maintain a sophisticated and responsive technology to communicate and manage data
4. Continually record, maintain, update, and improve City infrastructure

ONE YEAR TASKS 2020-21

- Administration to make parking recommendation to City Commission by end of first quarter
- Implement updates to parking system according to direction given by City Commission
- Actively engage employees for further career development for succession planning with special focus on the depth of Cultural Center staffing
- Continue Asset Management Plan
- Review Insurance Services Office (ISO) Report and International City/County Management Association (ICMA) Study & begin meeting to discuss viable options for the future delivery of emergency services
- Approve third version of agreement on sanitary sewer with Western Township Utilities Authority (WTUA) based on delay by Wayne County
- Develop multi-modal transportation policy to City Commission
- Implement 2020 street repairs
- Restore Commercial Motor Vehicle (CMV) enforcement
- Continue geographic information system (GIS) mapping of the City
- Define process/educate citizenry/pursue adoption/Implement form-based codes



City of Plymouth
City Commission Regular Meeting Minutes
Monday, December 21, 2020 - 7:00 p.m.
In-Person at 525 Farmer and Online Webinar

City of Plymouth
201 S. Main
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Phone 734-453-1234
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1) CALL TO ORDER

a. Mayor Wolcott called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance.

b. Roll call

Present: Mayor Oliver Wolcott, Mayor Pro Tem Nick Moroz, Commissioners Suzi Deal, Ed Krol, Kelly O'Donnell, Marques Thomey, and Tony Sebastian

Also present: City Manager Paul Sincock, Attorney Robert Marzano, and various members of the City administration

2) CITIZENS COMMENTS

Ellen Elliott, 404 Irvin, thanked City staff. She also said the DDA strategic planning session on December 14 went well.

Kerri Pollard, 444 S. Main, said she appreciates the City's support of the merchants.

Tony Bruscato, DDA Director, thanked City Commissioner Ed Krol for his recent donation.

3) APPROVAL OF THE AGENDA

Thomey offered a motion, seconded by Moroz, to approve the agenda for Monday, December 21, 2020. It was noted that item six might be moved down on the agenda, pending the arrival of the PSLZ representative.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

4) ENACTMENT OF THE CONSENT AGENDA

a. Approval of December 7, 2020 City Commission Regular Meeting Minutes

b. Approval of October 2020 Bills

Krol offered a motion, seconded by Moroz, to approve the consent agenda.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

5) COMMISSION COMMENTS

Thomey thanked all staff for keeping the City vibrant and beautiful. He praised IT Director Tom Alexandris for taking care of all the technical aspects of virtual and hybrid meetings throughout the pandemic. He also congratulated O'Donnell for being accepted as a Michigan Political Leadership

Fellows at Michigan State University. Commissioner Krol echoed Thomey's sentiments. Wolcott noted the City's ability to adapt and overcome.

6) AUDIT PRESENTATION – PSLZ

Rana Emmons of PSLZ presented the City's 2020 audit. She said the City received the highest level of audit opinion possible, which is an unmodified opinion with no exception or disclaimers.

7) PUBLIC HEARING

a. Tree Ordinance and Final Reading

Wolcott opened the public hearing at 7:38 p.m.

Jim Burrows, 1014 Dewey, said he had spoken to many residents about the ordinance and all were in support.

Hearing no further public comments, Wolcott closed the public hearing at 7:41.

Krol offered the following motion, which was seconded by Sebastian

RESOLUTION 2020-94

WHEREAS The City Commission of the City of Plymouth has responsibility to adopt all City ordinances and changes to the Plymouth City Code; and

WHEREAS It has been determined that there needs to be an update to the Plymouth City Code related to the Tree Ordinances; and

WHEREAS Trees are a natural resource, and the City of Plymouth finds that trees will provide a number of benefits to the community as a whole.

NOW THEREFORE BE IT RESOLVED THAT THE City Commission of the City of Plymouth does hereby adopt the following changes to the Plymouth City Code at its Final Reading:

This is an Ordinance to Amend the Plymouth City Code of Ordinances, Chapter 18, Buildings and Building Regulations, Article XIV. -Vegetation, by deleting Division 1 and Division 2.

This is an Ordinance to Amend the Plymouth City Code of Ordinances, Chapter 34, Environment, Article 1, Trees, Division 1, Generally, by deleting Sections 34-1 through 34-28 and inserting the new Sections 34 - 1 through 34-28.

Chapter 18 – BUILDINGS AND BUILDING REGULATIONS, Article XIV. - Vegetation, Division 1. – Generally and 2. - Trees NEEDS TO BE DELETED

Chapter 34 - ENVIRONMENT

ARTICLE I. - Trees

DIVISION 1. - GENERALLY

Sec. 34-1. - Intent

The purpose of this chapter is to provide for the protection, preservation, and reforestation of the City of Plymouth's tree canopy, trees, and woodlands.

Sec. 34-2. - Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Dead Tree means any tree that has no visible growth (within the appropriate growing season for all deciduous trees), no visible buds, twigs that do not exhibit flexibility, and twigs that do not appear green at the cambium layer when outer bark has been physically removed.

Diameter Breast Height (DBH) means the diameter, in inches, of a tree measured at four and one-half (4½) feet above the existing grade.

Dripline means the imaginary vertical line, which extends downward from the outermost tips of the tree branches to the ground.

Front Yard Tree means any tree located in the open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and the nearest point of the foundation of the main building.

Heritage Tree means any tree that meets the size and species requirements in the table below, or any tree not listed in the table below that is 18 inches DBH or greater.

Common Name	Scientific Name	DBH
Arborvitae	Thuja occidentalis	18"
Ash	Fraxinus species	18"
American Basswood (Linden)	Tilia americana	18"
American Beech	Fagus grandifolia	18"
American Chestnut	Castanea dentata	8"
American Elm	Ulmus americana	18"
Birch	Betula species	18"
Black Alder	Alnus glutinosa	12"
Black Tupelo	Nyssa sylvatica	12"
Black Walnut	Juglans nigra	18"
White Walnut	Juglans cinerea	18"
Buckeye (Horse Chestnut)	Aesculus species	18"
Cedar, Red	Juniperus species	12"
Crabapple (Cultivar)	Malus species	12"
Douglas Fir	Pseudotsuga menziesii	18"
Eastern Hemlock	Tsuga canadensis	12"

Flowering Dogwood	Cornus florida	8"
Ginkgo	Ginkgo biloba	18"
Hickory	Carya, species	18"
Kentucky Coffeetree	Gymnocladus dioicus	18"
Larch/Tamarack	Larix laricina (Eastern)	12"
Locust	Gleditsia triacanthos	18"
Sycamore (London plane tree)	Platanus species	18"
Maple	Acer species (except negundo)	18"
Oak	Quercus species	18"
Pine	Pinus species	18"
Sassafras	Sassafras albidum	15"
Spruce	Picea species	18"
Tulip Tree	Liriodendron tulipifera	18"
Wild Cherry	Prunus species	18"

Large tree means any tree larger than 40 feet in height at maturity.

Licensed tree professional means a Nurseryman or an ISA certified arborist.

Medium tree means any tree between 25 feet and 40 feet in height at maturity.

Park tree means any tree located in public parks having individual names, and all publicly owned land, or to which the public has free access as a park.

Private tree means any tree located on land that is owned by an individual or group having a vested or financial interest in the subject property.

Protected Area means the area contained within the dripline of the tree.

Protective Barrier means a physical obstruction that encloses the protected area of a tree and limits vehicular, material, and equipment access.

Small tree means any tree less than 25 feet in height at maturity.

Street tree means any trees planted or located within a public street or road right-of-way.

Topping means the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the trees.

Transplant means the digging up of a tree and the planting of that tree in another place on the same property or off-site property.

Tree means a woody perennial plant, typically having a single stem or trunk which at maturity is 13 feet or more in height and which has a definite crown of foliage.

Tree Fund means the budget account located in the Solid Waste/Recycling fund to be used for activities associated with public tree inventory, protection, maintenance, and planting.

Sec. 34-3. – Prohibited Trees.

The following trees are prohibited to be planted or re-planted:

Common Name	Scientific Name
Ash	Fraxinus species
Autumn and Russian-Olive	Elaeagnus species
Boxelder	Acer negundo
Buckthorn	Rhamnus species
Mulberry	Morus species
Poplar	Populus species
Siberian Elm	Ulmus pumila
Silver Maple	Acer saccharinum
Tree of Heaven	Ailanthus altissima
Willow	Salix species

Sec. 34-4. - Tree Care.

- a. All trees shall be planted, pruned, maintained, and removed, as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds.
- b. The City reserves the right to remove or cause to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, is blocking street or sidewalk clearance, or is blocking the spread of light or view of traffic control devices.
- c. If any owner, occupant or person having charge of any land within the city shall refuse or neglect to resolve public safety issues caused by private trees as provided in this chapter, then the City Manager or his/her designee shall cause the land to be entered upon by city employees or a city contractor for the purpose of pruning, or removing said trees at the sole cost to the property owner and such entering upon shall not be deemed a trespass.

Sec. 34-5. - Pruning.

Trees shall be pruned so that branches do not obstruct the light from any street light or obstruct the view of any street intersection. A clear space of fifteen feet above the surface of the street and eight feet above the surface of the sidewalk shall be maintained. The City shall have the right to prune or cause to be pruned any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with visibility of roadway, sidewalk, traffic control devices, and/or signs.

Sec. 34-6. – Corner Clearance.

Within the required corner clearance area as defined in Section 78-207, all trees and limbs, including dead, diseased or dangerous trees or broken or decayed limbs which constitute a menace to the safety of the public, shall be removed by the property owner upon which the tree is located.

Sec. 34-7. - Tree Topping.

It shall be prohibited for any person to top any tree. Trees severely damaged by storms, an act of God, or other causes out of the City's or property owner's control, may be exempted from this section at the determination of the City Manager or his/her designee. This section does not apply to a utility company who may be required to top a tree for purposes of public safety or valid equipment issues.

Sec. 34-8. - Removal of Stumps.

All stumps of street, park, and front yard trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground. The stump excavation site shall be backfilled to match existing grade as defined in Section 78-21.

Sec. 34-9. - Tree Fund.

This section establishes the City's tree fund. The purpose of the tree fund shall be to maintain and reestablish the City's public tree canopy. The City Commission shall review the rate structure annually as part of their budget process.

Sec. 34-10. - Installation and Planting

All trees shall be planted according to ANSI Standards A300.

Sec. 34-11. - Maintenance Provisions.

All trees shall be maintained in a safe, healthy, neat and orderly state free from refuse and debris.

DIVISION 2. – PUBLIC TREES

Sec. 34-12. Permitted Street Trees

The following list constitutes the official street tree species for the city. No species other than those included in this list may be planted unless approved, in writing, by City Manager or his/her designee.

(a) *Small trees:*

Common Name	Scientific Name
Cherry, Flowering	Prunus species & hybrids
Crabapple, Flowering	Malus species & hybrids
Dogwood	Cornus species & hybrids
Goldenrain Tree	Koelreuteria paniculata
Hawthorn	Crataegus species
Lilac, Japanese Tree	Syringa reticulata
Magnolia	Magnolia hybrids
Magnolia, Star	Magnolia stellata
Maple, Amur	Acer ginnala
Maple, Paperbark	Acer griseum
Maple, Tatarian	Acer tataricum
Maple, Trident	Acer buergeranum
Peach, Flowering	Prunus species & hybrids
Plum, Flowering	Prunus species & hybrids
Redbud, Eastern	Cercis canadensis

Serviceberry	Amelanchier species & hybrids
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(b) *Medium trees:*

Common Name	Scientific Name
Amur Maackia	Maackia amurensis
Corktree, Amur, Fruitless Male	Phellodenron amurense
Hophornbeam, American	Ostrya virginiana
Hornbeam, American	Carpinus caroliniana
Hornbeam, European	Carpinus betulus
Horsechestnut, Red	Aeculus x carnea
Maple, Bigtooth	Acer grandidentatum
Maple, Hedge	Acer campestre
Maple, Shantung	Acer truncatum
Mountain Ash	Sorbus species
Mulberry, Red Fruitless Male	Morus rubra, fruitless varieties
Osageorange, Thornless Male	Maclura pomifera
Pagodatree (Scholartree)	Styphnolobium (Sophora) japonicum
Paw Paw	Asimina triloba
Pear, Flowering	Pyrus species & hybrids
Sassafras	Sassafras albidum
Yellowwood	Cladrastis kentukea

(c) *Large trees:*

Common Name	Scientific Name
Baldcypress	Taxodium distichum
Beech, American	Fagus grandifolia
Beech, European	Fagus sylvatica
Blackgum (Tupelo)	Nyssa sylvatica
Catalpa, Northern	Catalpa speciosa
Chestnut	Castanea hybrids
Coffeetree, Kentucky	Gymnocladus dioicus
Elm, American Dutch Elm resistant varieties	Ulmus hybrids
Filbert, Turkish	Corylus colurna
Ginkgo (Maidenhair Tree), Fruitless Male	Ginkgo biloba
Hackberry	Celtis occidentalis
Hardy Rubber Tree	Eucommia ulmoides

Hickory	Carya species
Honeylocust	Gleditsia triacanthos
Horsechestnut	Aesculus species
Katsura Tree	Cercidiphyllum japonicum
Linden, American	Tilia Americana
Linden, Littleleaf	Tilia cordata
Linden, Silver	Tilia tomentosa
Maple, Black	Acer nigrum
Maple, Freeman Hybrid	Acer x freemanii
Maple, Miyabe	Acer miyabei
Maple, Norway	Acer platanoides
Maple, Red	Acer rubrum
Maple, Sugar	Acer saccharum
Maple, Sycamore	Acer pseudoplatanus
Oak, Bur	Quercus macrocarpa
Oak, Chinkapin	Quercus muehlenbergii
Oak, English	Quercus robur
Oak, Northern Red	Quercus rubra
Oak, Pin	Quercus palustris
Oak, Sawtooth	Quercus acutissima
Oak, Scarlett	Quercus coccinea
Oak, Shingle	Quercus imbricaria
Oak, Shumard	Quercus shumardii
Oak, Swamp White	Quercus bicolor
Oak, White	Quercus alba
Planetree, London	Platanus x acerifolia
Redwood, Dawn	Metasequoia glyptostroboides
Sweetgum	Liquidambar styraciflua
Sycamore	Platanus occidentalis
Tuliptree	Liriodendron tulipifera
Walnut, Black	Juglans nigra
Zelkova	Zelkova serrata

Sec. 34-13. - Distance from street corners, driveways, curbs, and sidewalks.

No tree shall be planted closer than 35 feet of any street corner, measured from the point of nearest intersecting curbs or curb lines. No tree shall be planted closer than ten feet from any driveway or

approach. Trees planted in the area between the curb or curb lines and sidewalks shall be in accordance with the three species size classes listed in Section 34-12. No trees may be planted within any area between the curb or curb line and sidewalk other than the following: Small trees: two (2) feet; Medium trees: three (3) feet; and Large trees: four (4) feet.

Sec 34-14. - Distance from utilities, signs, and hydrants.

No trees, other than those species listed as small trees in section 34-12(a), may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line, or other utility. No trees shall be planted closer than 10 feet from any manhole structure. No tree shall be planted closer than ten feet from any hydrant. No tree shall be planted closer than ten feet from any streetlight pole. No tree shall be planted closer than ten feet from any traffic control device.

Sec. 34-15. – Distance between trees.

Trees shall be planted a sufficient distance away from other trees. The distance between small trees as listed in section 34-12(a) shall be 20 feet. The distance between medium trees as listed in section 34-12(b) shall be 30 feet. The distance between large trees as listed in section 34-12(c) shall be 40 feet.

Sec. 34-16. – Tree Size.

The minimum size for a street tree or park tree shall be one-and-a-half (1.5) inches in caliper DBH. All trees planted must be of the tree form variety, have a single stem with branching limbs, and branches must be at least eight feet off the ground at maturity, as predicated by the size definitions in Section 34-2.

Sec. 34-17. Removal and Replacement of Street Trees.

- a. Should a property owner wish to have the street tree adjacent to his or her property removed, he or she shall submit a request, in writing, to the City Manager or his/her designee. Within 10 business days of the receipt of the request an ISA certified arborist, provided by the City, will perform a condition and risk assessment. The cost for this service shall be borne by the property owner making the request. Following the condition and risk assessment by the ISA certified arborist, if the street tree is found to be dead, diseased, or dying the City shall remove the street tree at the City's cost. Following the condition and risk assessment by the ISA certified arborist, if the street tree is not found to be dead, diseased, or dying, the tree shall remain.
- b. Only in extenuating circumstances, as determined by the City Manager or his/her designee, shall a healthy street tree be removed or caused to be removed. Such extenuating circumstances shall include but are not limited to catastrophic event, repair, replacement, or maintenance of underground utilities, or an act of God.
- c. When a street tree is removed every effort shall be made to be replaced the tree within one year of removal with one (1) replacement tree that meets the requirements in section 34-12 through 34-16, above.

DIVISION 3. - PRIVATE TREES

Sec. 34-18. - Removal and Replacement of Heritage Trees

This section shall apply to all private heritage trees. Each heritage tree that is removed shall be replaced in a manner consistent with the following subsections.

- a. Heritage trees shall be replaced at a sliding scale rate set by the City Commission annually for each tree removed. Replacement tree(s) shall be located on the parcel(s) where each heritage tree is removed or in the right-of-way adjacent to the affected property. The City Manager or

his/her designee may consider alternate locations on a case by case basis. Replacement trees shall be shown on a tree replacement plan.

- b. If trees cannot be reasonably planted on the property, the property owner shall pay into the tree fund at a rate defined by the City Commission and stated on the Rate Card, rounded up to the nearest one (1) inch of DBH required to be replaced by Section 34-18(a).
- c. If the requirements of Section 34-18(a) and (b) cannot be met, a combination of paying into the tree fund and replacement trees shall be used. Replacement trees shall be shown on a tree replacement plan.
- d. When required, a tree replacement plan shall be submitted within 90 days of the removal of heritage tree(s). The City Manager or his/her designee may consider an extension on a case by case basis.
- e. When a tree from the subject property is transplanted and saved from removal, that DBH shall be added as a credit to the property owner's replacement requirements. Trees shall be relocated by a licensed tree professional. The property owner shall ensure the tree's successful establishment in new location.
- f. Trees that are dead, diseased, or dying with no visible growth as determined by an ISA certified arborist are exempt from replacement requirements.
- g. The minimum size for a replacement tree shall be one-and-a-half (1.5) inches in caliper DBH. All trees planted must be of the tree form variety.

Sec. 34-19. – Removal and Replacement of Front Yard Trees.

This section shall apply to any front yard trees with a DBH of six (6) inches or greater but less than the heritage tree standard for that species. Each tree that is removed shall be replaced in a manner consistent with the following subsections.

- a. Front yard trees shall be replaced at a sliding scale rate set by the City Commission annually for each tree removed. Replacement front yard tree(s) shall be located on the front yard of the parcel(s) where each front yard tree is removed or in the right-of-way adjacent to the affected property. The City Manager or his/her designee may consider alternate locations on a case by case basis. Replacement trees shall be shown on a tree replacement plan.
- b. If trees cannot be reasonably planted on the property, the property owner shall pay into the tree fund at a rate defined by the City Commission and stated on the Rate Card, rounded up to the nearest one (1) inch of DBH required to be replaced by Section 34-19(a).
- c. If the requirements of Section 34-19(a) and (b) cannot be met, a combination of paying into the tree fund and replacement trees shall be used. The City Manager or his/her designee may consider alternate locations on a case by case basis. Replacement trees shall be shown on a tree replacement plan.
- d. When required, a tree replacement plan shall be submitted within 90 days of the removal of a front yard tree(s). The City Manager or his/her designee may consider an extension on a case by case basis.
- e. When a tree from the subject property is transplanted and saved from removal, its DBH shall be added as a credit to the property owner's replacement requirements. Trees shall be relocated by a licensed tree professional. The property owner shall ensure the tree's successful establishment in new location.
- f. Front yard trees that are dead, diseased, or dying with no visible growth as determined by an ISA certified arborist are exempt from replacement requirements.
- g. The minimum size for a replacement tree shall be one-and-a-half (1.5) inches in caliper DBH. All trees planted must be of the tree form variety.

Sec. 34-20. - Dead Tree Removal on Private Property.

The City shall have the right to cause the removal of any dead tree on private property within the City when such trees constitute a hazard to life or property. The City will notify, in writing, the owners of such trees. Removal shall be done by such owners at their own expense within 30 days after the date of service of notice. Upon the owner's failure to comply with such provisions, the City shall have the

authority to remove such trees at a rate set by the City Commission. The City Manager or his/her designee shall keep an accurate account of expense incurred for each lot or parcel of land in carrying out the provisions of this section and such expense shall be charged against such lot or parcel and collected by giving notice thereof to the owner of the lot or parcel. If such expense or charge shall not be paid the same shall be assessed against the lot or parcel and collected as provided by Section 12.22 of the City Charter.

Sec. 34-21. - Diseased Trees on Private Property.

The City shall have the right to cause the removal or treatment of any diseased tree on private property within the City when such tree constitutes a hazard to life or property or harbors deadly insects or disease which constitutes a potential threat to other trees within the City. Treatment of a diseased tree shall include chemical treatment to render the disease or affliction non-threatening to any affected tree. The City will notify, in writing, the owners of such trees. Treatment or removal shall be done by such owners at their own expense within 30 days after the date of service of notice. Upon failure of owners to comply with such provisions, the City shall have the authority to treat or remove such trees and charge the cost of treatment or removal at a rate set by the City Commission. The City Manager or his/her designee shall keep an accurate account of expense incurred for each lot or parcel of land in carrying out the provisions of this section and such expense shall be charged against such lot or parcel and collected by giving notice thereof to the owner of the lot or parcel. If such expense or charge shall not be paid the same shall be assessed against the lot or parcel and collected as provided by Section 12.22 of the City Charter.

Sec. 34-22. – Installation of Street Trees for New Residential Construction.

- a. Residential property owners shall install one (1) new street tree at the effected property when a new construction home is built. If the right-of-way adjacent to the residential property is not suitable for the long-term health requirements of a tree based on Sec. 34-13 through Sec. 34-15, the property owner shall pay into the tree fund at a rate set by the City Commission.
- b. Residential property owners must choose one of the following tree replacement processes from the following three options:
 1. Plant a tree before any Certificate of Occupancy is issued.
 2. Pay into the tree fund prior to the issuance of any Certificate of Occupancy at a rate approved by the City Commission.
 3. Property owner plans to plant a tree within one year of Final Certification of Occupancy issuance. Property owner pays a cash bond at a rate approved by the City Commission before any Certificate of Occupancy is issued. The bond will be refunded once the tree is planted and the property owner notifies the City in writing of planting. If the tree is not planted within one year, the bond is forfeited to the Tree Fund.

Sec. 34-23. - Tree Protection Standards during Construction.

- a. A tree protection plan shall be submitted and approved with the new construction building permit.
- b. During construction, a protective barrier shall be placed at the drip line of the street, park, and/or front yard or heritage private tree(s). The ground area within the drip line shall be maintained undisturbed from its pre-construction state.
- c. Vehicles, materials, and equipment are prohibited from being stored in, staged in, or driven through the protected area of the front yard or heritage tree. Practical difficulties shall be dealt with by the Administration on a case by case basis.
- d. If the protected area of the front yard or heritage tree falls within the building envelop, every precaution shall be taken to preserve and protect the affected tree(s).

DIVISION 5. - ADMINISTRATION AND ENFORCEMENT

Sec. 34-24. Permits required

- a. A tree removal permit is required when any tree is planned for removal.
 1. Permits shall be obtained from the Department of Municipal Services (DMS) on a form provided.
 2. DMS shall review the application for compliance with this Chapter.
 3. DMS shall perform a site visit to measure and document the affected tree(s).
 4. DMS shall provide a report to the applicant detailing the trees planned for removal and any required replacement.
 5. After review, DMS shall issue a permit to applications that meet the requirements of this Chapter.
 6. If replacement trees are required see (c).
- b. A tree planting permit is required when trees are transplanted or planted.
 1. Permits shall be obtained from the Department of Municipal Services (DMS) on a form provided. The application shall include a scaled site plan or boundary survey or scaled drawing that shows all property lines, pavement, hard surfaces, and the size, species, and location of the proposed tree(s) to be planted.
 2. DMS shall review the application for compliance with this Chapter.
 3. After review, DMS shall issue a permit to applications that meet the requirements of this Chapter.
- c. A tree replacement plan is required when replacement trees are required to be planted after tree(s) have been removed.
 1. Permits shall be obtained from the Department of Municipal Services (DMS) on a form provided. The application shall include a scaled site plan or boundary survey or scaled drawing that shows all property lines, pavement, hard surfaces, and the size, species, and location of the proposed tree(s) to be planted. The application shall include
 2. DMS shall review the application for compliance with this Chapter.
 3. DMS shall provide a report to the applicant detailing how the replacement requirement shall be met.
 4. After review, DMS shall issue a permit to applications that meet the requirements of this Chapter.
- d. A tree protection plan is required when a qualifying construction project is planned for a property.
 1. Permits shall be obtained from the Department of Municipal Services on a form provided.
 2. The tree protection plan shall be submitted at the time that building plans are submitted to the Community Development Department for review. The tree protection plan shall include a topographic boundary survey that shows which tree(s) are being protected during construction and the location and type of protective barrier that will be used to protect the trees throughout construction.
 3. After review, DMS shall issue a permit to applications that meet the requirements of this Chapter.
 4. No building permit shall be issued until an approved tree protection plan permit has been issued.
- e. No tree shall be removed, replaced, transplanted, or planted unless a tree permit has been first issued for such work.
- f. When a building permit is required for any work that includes changes to lot coverage, floor area ratio, or hardscaping of the property, existing front yard and heritage trees shall be indicated on a boundary survey. The boundary survey shall include property boundaries; topography; the size, location, and species of each tree; existing and proposed structure(s); and building envelop. The survey shall be submitted to the City in a compatible digital format.
- g. The permit fees shall be set and reviewed annually by the City Commission.

Sec. 34-25. Notice.

The City Manager or his/her designee shall notify, by first class mail or by posting notice in a conspicuous location on the property, the owner, agent or occupant of any lands on which a violation of this chapter is found to exist. Such notice shall require that the person having charge of such land to resolve any violations of this chapter; and shall contain a summary of the provisions of this chapter.

Failure of the City Manager or his/her designee to give notice shall not, however, constitute a defense to any action to enforce the payment of any penalty provided for, or debt created under, the provisions of this chapter. If the property is not in compliance with this article at the end of the period specified in the notice of violation, an appearance ticket may be issued.

Sec. 34-26. Penalty and Enforcement.

- a. The City shall have the right to enter property to investigate the removal of front yard or heritage trees on private property. The penalty for removal of front yard or heritage tree(s) without a required permit shall be a civil infraction plus a \$500.00 fine, per tree. In addition to the fine, the offender shall pay fair market replacement per front yard or heritage tree removed based on a minimum size of 18 inch DBH.
- b. A person who violates any provision of this Chapter 34 or the terms or conditions of a permit is responsible for municipal civil infraction; and shall be subject to payment of not less than \$500.00, plus costs and other sanctions, for each infraction.
- c. Discretionally removed trees or trees that are intentionally damaged that are not replaced according to the provisions of this chapter require payment into the tree fund at the rate established by the City Commission.

Sec. 34-27. Appeals

Any appeals to this chapter shall be submitted, in writing, on a form provided by the City Manager or his/her designee within 21 days of the administration's determination. Appeals cannot be made when a determination includes a healthy, safety, welfare concern.

Sec. 34-28. Severability

The various parts, sentences, paragraphs, sections, and clauses of this chapter 34 are hereby declared to be severable. If any part, sentence, paragraph, section, or clause of this chapter 34 is adjudged unconstitutional or invalid by any court or administrative agency of competent jurisdiction, the unconstitutionality or invalidity shall not affect the constitutionality or validity of any remaining provisions of this chapter 34.

There was a roll call vote

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

8) OLD BUSINESS

There was no old business.

9) NEW BUSINESS

- a. WOW! Uniform Video Service Local Franchise Agreement

The following resolution was offered by Thomey and supported by Moroz.

RESOLUTION 2020-95

RESOLUTION APPROVING THE UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT BY AND BETWEEN THE CITY OF PLYMOUTH AND WIDEPENWEST MICHIGAN, LLC (dba WOW! Cable Internet Phone).

WHEREAS The existing Cable Franchise Agreement between WideOpenWest Michigan, LLC (WOW!) and the City of Plymouth expired on August 27, 2020; and

WHEREAS On November 23, 2020, WOW submitted a Uniform Video Service Local Franchise Agreement to the City of Plymouth; and

WHEREAS The application has been reviewed by the City Attorney and the City of Plymouth has determined the Video Service Local Franchise Agreement submission to be complete pursuant to 2006 Public Act 480, MCL 484.3303 and has notified WOW! in writing of such determination; and

WHEREAS The State of Michigan Legislature has previous made changes in the law to limit the ability of local units of government to regulate video franchise agreements.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the application for renewal of the Video Service Local Franchise Agreement with WOW! and the City of Plymouth, with an effective date of December 21, 2020.

BE IT FURTHER RESOLVED THAT the Mayor or in his absence the Mayor Pro-Tem is authorized to sign the agreement on behalf of the City of Plymouth.

BE IT STILL FURTHER RESOLVED THAT the City Clerk is hereby directed to include the agreement as a part of Meeting Minutes of this meeting.

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 Plymouth, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Michigan, LLC, a Delaware corporation doing business as WOW Internet Cable Phone.

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 term as defined in 47 USC 522(5).
- B. "Cable Service" means that term 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. "MEIRO 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 Attachment 1 - 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 3 years of the date it began providing video service under the Act and the Agreement, at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% 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 25% 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, barter, 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 _____) 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 _____% 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 _____% 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)(l) 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)

If to the Provider:
(must provide street address)

City of Plymouth:

City of Plymouth

WideOpenWest Michigan, LLC

201 S. Main

32650 North Avis Dr.

Plymouth, MI 48170

Madison Heights, MI 48071

Attn: Paul Sincock, Manager

Attn: Terrell Priester

Fax No.: 734-455-1892

Fax No.: 248-677-9021

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

XVI. Miscellaneous

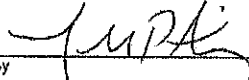
- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one 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 Plymouth, a Michigan Municipal Corporation

WideOpenWest Michigan, LLC, a Delaware corporation doing business as WOW! Cable Internet Phone

By
 Paul Sincock
 Print Name
 Manager
 Title
 201 S. Main
 Address
 Plymouth, MI 48170
 City, State, Zip
 734-453-1234 ext. 203
 Phone
 Fax
 citymanager@plymouthmi.gov
 Email


 By
 Terrell Priester
 Print Name
 Senior Director of Operations
 Title
 32650 North Avis Dr.
 Address
 Madison Heights, MI 48071
 City, State, Zip
 248-677-9080
 Phone
 248-677-9021
 Fax
 terrell.priester@wowinc.com
 Email

FRANCHISE AGREEMENT (Franchising Entity to Complete)

Date submitted:	11-23-2020
Date completed and approved:	

ATTACHMENT 1

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

Date: December 20, 2020		
Applicant's Name: WideOpenWest Michigan, LLC d/b/a WOW! Internet Cable Phone		
Address 1: 32650 North Avis Dr.		
Address 2:		Phone: 248-677-9080
City: Madison Heights	State: MI	Zip: 48071
Federal I.D. No. (FEIN): 04-3561701		

Company executive officers:

Name(s): Teresa Elder, Henry Hryckiewicz, Shannon Campain, Don Schena, Bill Case, David Burnick & John Rego
Title(s): CEO, CTO, CCO, CXO, CIO, CHRO & CFO

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

Name: Terrell Priester		
Title: Senior Director of Operations		
Address: 32650 North Avis Dr.; Madison Heights, MI 48071		
Phone: 248-677-9080	Fax: 248-677-9021	Email: terrell.priester@wowinc.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.)

Refer to the set of area system prints provided in this package.
--

[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]

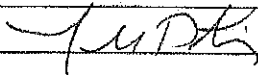
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

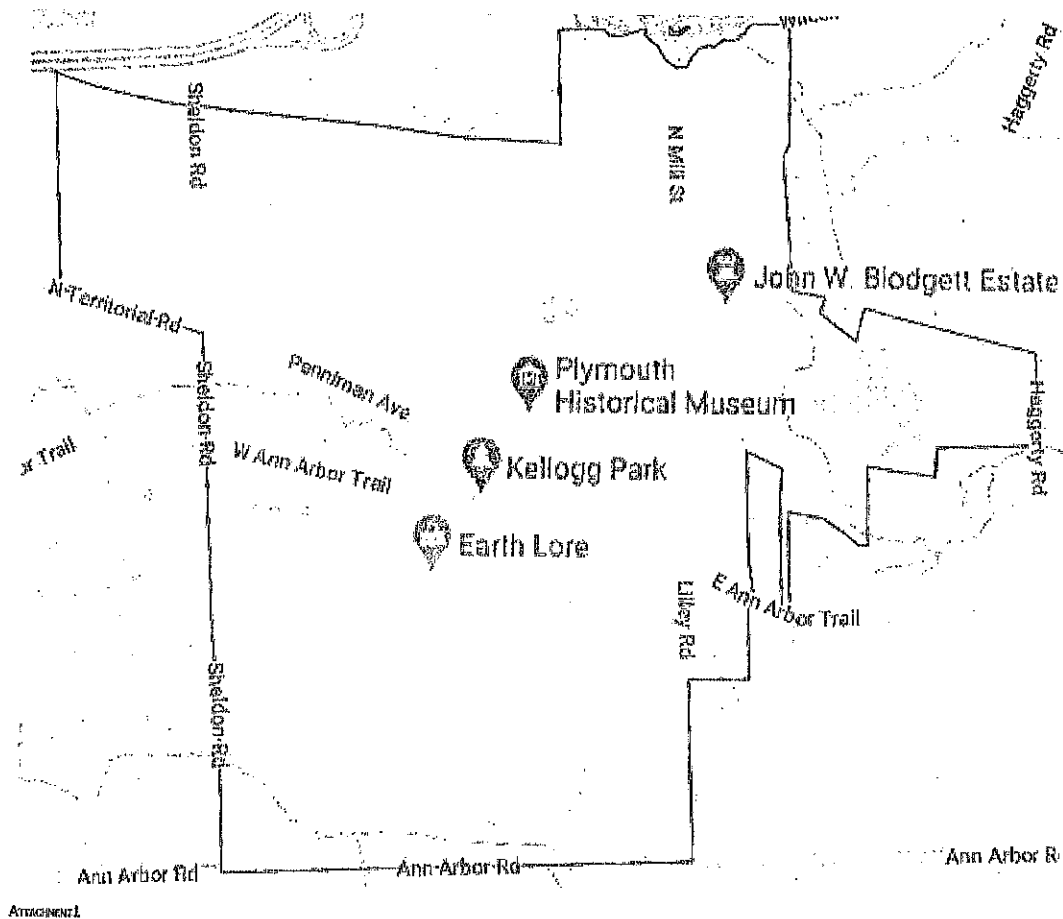
I, Terrell Priester, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Terrell Priester, Senior Director of Operations	
Signature: 	Date: 11/20/2020

(Franchising Entity)

City of Plymouth, a Michigan municipal corporation

By
Paul Sincock
Print Name
Manager
Title
201 S. Main
Address
Plymouth, MI 48170
City, State, Zip
734-453-1234 ext. 203
Phone
Fax
citymanager@plymouthmi.gov
Email
Date



Attachment 1

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

b. Temporary Rule Changes Due to COVID Emergency

The following resolution was offered by Thomey and supported by Krol

RESOLUTION 2020-96

WHEREAS The entire State of Michigan has been under a State of Emergency for several months and this emergency situation has caused the state to issue several emergency orders; and

WHEREAS The City Commission is desirous to take emergency action to allow restaurants to use private or public property for the enhancement of their business within the scope of the various emergency rules and orders.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby provide an emergency authorization as a result of the Covid-19 State of Emergency and current state orders to authorize the City administration to make changes in the City's various rules and regulations for private or public space available for the use by restaurants, within the scope of the rules and regulations of the State of Michigan.

BE IT FURTHER RESOLVED THAT the City administration is authorized to make rules and regulations related to the use of outdoor patios, with no temporary structures or coverings on public property for restaurants through March 31, 2020.

BE IT STILL FURTHER RESOLVED THAT the City Commission authorized temporary emergency approval outdoor patio use for restaurants on private property through March 31, 2021. If there is anticipated continued use of the private property outdoor use past March 31, 2021, the ownership would have to seek Special Land Use Permit in accordance with the city's ordinances for expansion of liquor serving establishments. The City administration shall notify all temporary permit holders for private property patio use of the requirement for a Special Land Use Permit in order to comply with local ordinances and continue to use that space past March 31, 2021.

BE IT STILL FURTHER RESOLVED THAT the City Commission again offers the use of the Gathering Pavilion to the restaurant community under the City's special event policy.

BE IT STILL FURTHER RESOLVED THAT the City Commission hereby directs the City administration to continue to work on rules, regulations, parking and costs for extended patios in public parking spaces for the summer of 2021.

BE IT STILL FURTHER RESOLVED THAT the City Commission directs the administration to continue work on specifications and rules for the retractable awning concept.

BE IT STILL FURTHER RESOLVED THAT these are temporary emergency authorizations, unless revoked in accordance with the rules and regulations established by the City or prohibited by the State of Michigan. Further, the emergency rules and use of the private or public space under the terms of this resolution shall NOT be renewable unless there is further action by the City Commission.

There was discussion about the need to be flexible as the pandemic situation changes often. Commission members also spoke about the aesthetics of barriers used this summer, the possibility of changing them, and whether businesses were complying with the rules.

Citizens Kerri Pollard and Ellen Elliott said they appreciated the flexibility the City has shown in support of businesses.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

c. Truck Route Ordinance – First Reading

The following resolution was offered by Moroz and seconded by Krol.

RESOLUTION 2020-97

WHEREAS The City of Plymouth has an ordinance to regulate truck traffic in the City; and

WHEREAS It has been many years since this ordinance has been updated and the City Commission made updating this ordinance as a one-year task on the City's Strategic Plan.

NOW THEREFORE BE RESOLVED THAT the City Commission amends Sections 70-61 through 70-67 at a First Reading to update the City's truck routes ordinance.

BE IT FURTHER RESOLVED THAT the City Clerk is directed to make the proposed ordinance changes as a part of the official meeting minutes of this City Commission meeting.

DIVISION 2. - TRUCK ROUTES

Sec. 70-61. - Intent.

~~The intent and purpose of this division is to protect the surfacing and pavements of the public streets, highways and alleys in the city and to such end same shall be liberally construed.~~

The purpose of this Section is to regulate the orderly operation of trucks on the streets of the City. The primary objectives are to facilitate the transfer of goods and services by trucks to businesses and to preserve the quality of life of the neighborhoods. Prime considerations involved with the purpose of this Section are: (1) the safety of our citizens; (2) avoidance of unreasonable or unnecessary disturbance or reduction in property values due to truck noise, vibration, and/or air pollution; (3) protection against the deterioration of those streets not designated for truck traffic, and (4) adequate truck service to businesses and residences in an expeditious manner, having due regard for economical vehicle operation.

Where density of traffic, protection of life and property, construction and condition of the roadway, or any hazardous condition make it advisable, the direction of traffic flow, and routing of buses, trucks and heavy vehicles, may be made by the Proper Authority by duly posted traffic control devices and it shall be unlawful to drive or cause to be driven, any vehicle in violation of such direction and routing.

Sec. 70-62. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial vehicle includes all motor vehicles used for the transportation of passengers for hire, or constructed or used for the transportation of goods, wares or merchandise, and/or motor vehicles designed and used for drawing other vehicles and not so constructed as to carry any load thereon either independently or any part of the weight of a vehicle or load so drawn.

Local Streets: All streets not designated herein as Truck Routes or major streets.

Major Streets: Those street segments, other than Truck Routes, contained herein the table below

Major Streets		
Street Name	From	To
Amelia St	N Mill St	W Liberty St
Ann Arbor Trail	S Sheldon Rd	General Dr
Arthur Ave	Junction Ave	End (North of Junction Ave)
Cherry St	W Pearl St	Dunn St
Deer St	Wing St	Ann Arbor Trail
Dunn St	Cherry St	Starkweather Ave
E Liberty St	N Holbrook Ave	York St
E Pearl St	N Mill St	York St
E Spring St	N Mill St	N Holbrook Ave
Farmer St	N Harvey St	N Mill St
Forest Ave	Wing St	Ann Arbor Trail

Goldsmith Ave	N Sheldon Rd	Lena Ave
Hamilton St	Ann Arbor Trail	S Union St
Irvin Ave	Junction Ave	End (North of Junction Ave)
Junction Ave	N Sheldon Rd	Karmada St
Karmada St	Farmer St	Junction Ave
N Harvey St	Church St	Junction Ave
N Holbrook Ave	Wilcox Rd	Plymouth Rd
N Industrial Dr	Plymouth Rd	End (South of Plymouth Rd)
N Main St	Church St	N Mill St
Penniman Ave	S Sheldon Rd	S Union St
S Harvey St	Ann Arbor Rd	Church St
S Main St	Ann Arbor Rd	Church St
S Union St	Ann Arbor Trail	Main St
Starkweather Ave	N Main St	N Mill St
W Church St	N Harvey St	S Union St
W Liberty St	Amelia St	Starkweather Ave
W Pearl St	N Mill St	End (West of Cherry St)
Wing St	S Harvey St	Deer St
York St	E Pearl St	W Liberty St

Through commercial vehicle routes or through truck routes are those which must be used by trucks and commercial vehicles not beginning, terminating or delivering to or from any point within the city.

Truck means every motor vehicle designed, used, or maintained primarily for the transportation of property.

Truck Routes: Those streets specifically designated herein as Truck Routes.

Sec. 70-63. - Enforcement.

The chief of police and other officers of the city shall enforce all weight, size and other vehicle and load limitations imposed by the Motor Vehicle Code, being Act No. 300 of the Public Acts of Michigan of 1949 (MCL 257.1 et seq., MSA 9.1801 et seq.), as amended.

It shall be the duty of any person driving or in charge or control of any buses, trucks or heavy vehicles, other than vehicles carrying or designed to carry passengers upon any roadway not a designated Truck Route upon the request of a police officer to stop and answer any questions regarding the weight of the truck, its destination, and its point of origin; and such person shall also present log book, weight slips, delivery slips and other written evidence of destination or point of origin, for the officer's examination.

Sec. 70-64. - Exception; permit.

The restrictions imposed under this division upon the use of certain public streets, highways and alleys in the city shall not apply to any vehicle the weight of which, loaded or unloaded, is 5,000 pounds or less, and shall not prevent the delivery of any person or property to any place within the city or prevent

a vehicle from receiving any person or property within the city, provided that the chief of police, in his discretion, may issue a permit for the operation of any truck to use any street other than herein provided.

Sec. 70-65. - Truck routes.

No person shall operate, or cause to be operated a commercial vehicle or truck on any of the public streets, highways or alleys in the city, except as herein otherwise provided, except upon the following public streets or highways which are hereby designated as through commercial vehicle routes or through truck routes:

- (1) Ann Arbor Road, from east city limits (Mill Street) to west city limits (Sheldon Road),
- (2) Mill Street, from Northville Road to south city limits (Ann Arbor Road),
- (3) Northville Road, from north city limits to Mill Street,
- (4) Plymouth Road, from east city limits to North Mill Street,
- (5) Sheldon Road, from south city limits (Ann Arbor Road) to CSX & O Railroad,

The above list of streets is subject to the weight restrictions of the board of county road commissioners.

Motor vehicles of the restricted class as used herein are defined as all motor vehicles having a weight of ten thousand (10,000) pounds or more including the load therein, except vehicles carrying or designated to carry passengers, all governmentally owned or leased vehicles, public utility vehicles, and vehicles used for private refuse handling.

Travel into or out of the City. Motor vehicles of the restricted class, which do not have a pickup, delivery or service within the City, are required to enter and exit the City of Plymouth on Truck Routes only.

Sec. 70-66. - Local deliveries.

The operation of commercial vehicles and trucks upon all public streets, highways or alleys, except as herein otherwise provided, in the city, is hereby prohibited; except, however, none of the restrictions herein imposed shall prevent the delivery or pickup of goods or persons any place within the city as provided in section 70-62; nor shall the restrictions herein imposed be construed to prevent any vehicle from going to and returning to the property where it is stored, maintained or serviced.

Travel within the City. Motor vehicles of the restricted class, while in the City of Plymouth, are required to travel on Truck Routes only, except as follows:

- (a) The operation of Authorized Emergency Vehicles may occur on any roadway in the City.
- (b) The operation of recreational vehicles as defined by State law, which are of the restricted class may use any roadway in the City.
- (c) The operation of motor vehicles of the restricted class is permitted on any roadway in the City for pickup, delivery or service where the destination is not on a Truck Route, provided that ingress and egress thereto or therefrom is accomplished in the following manner:
 - (1.) Vehicles of the restricted class must utilize designated Truck Routes to the point closest to delivery, pickup, or service.
 - (2.) Upon leaving or returning to the Truck Route, vehicles of the restricted class must utilize the shortest route available via major streets whenever possible and then utilize local streets only when necessary for the completion of the delivery, pickup or service.

(3) If any designated Truck Route or portion thereof shall be under repair or otherwise temporarily out of use, motor vehicles within the restricted class shall use such other temporary Truck Routes as may be designated by the Proper Authority.

(4) In case of emergency, a temporary permit allowing exceptions to this Section may be issued by the City Manager or designee.

Sec. 70-67. - Notice.

Notice of the prohibitions and limitations of this division shall be given by the posting of appropriate and legible signs such as may be seen by an ordinarily observant person upon or at the entrance to such highways or parts thereof affected by the provisions hereof.

Truck route signage. The roadways designated as Truck Routes may be posted with signs at reasonable intervals and at intersections where the truck route turns. Such signs shall consist of the words "Truck Route," below which may be placed an appropriate type arrow indicating the direction of the route.

No Trucks signage. Non-truck Route streets may be posted with signs at reasonable intervals where appropriate. Such signs shall indicate "No Trucks" or "Not a Truck Route."

Secs. 70-68—70-90. - Reserved.

Steve Joiner, 263 Farmer, said he appreciated seeing this being addressed because he frequently sees large trucks on his street.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

10) REPORTS AND CORRESPONDENCE

- a. P.A. 202 Pension OPEB Reports – NO ACTION

Local Government Name: City of Ann Arbor	
City of Ann Arbor, 500 State Street, Ann Arbor, MI 48106	
Local Government Contact: Ron Kline, Director of Finance	
Local Government Contact Email: rkline@cityofannarbor.org	
Local Government Contact Phone: 734.769.2100	
Local Government Website: www.cityofannarbor.org	
Local Government Pension System Name: City of Ann Arbor Pension Plan	
Local Government Pension System Number: 00000000000000000000	
Local Government Pension System Effective Date: 01/01/2017	
Local Government Pension System Description: City of Ann Arbor Pension Plan	
Local Government Pension System Type: Defined Contribution	
Local Government Pension System Status: Active	
Local Government Pension System Funding Method: Other	
Local Government Pension System Funding Source: Other	
Local Government Pension System Funding Rate: 0.00%	
Local Government Pension System Funding Method: Other	
Local Government Pension System Funding Source: Other	
Local Government Pension System Funding Rate: 0.00%	

Item	Description	System 1	System 2	System 3	System 4	System 5
1	Is this a primary government? (County, Township, City, Village)	Yes	Yes	Yes	Yes	Yes
2	Provide the name of your retirement pension system	City of Ann Arbor Pension Plan				
3	Provide the date of your retirement pension system	01/01/2017				
4	Enter retirement pension system's asset (current liability net pension asset)	8,894,481				
5	Enter retirement pension system's liability (net pension liability ending)	16,550,025				
6	Enter retirement pension system's net pension liability ending	7,655,544				
7	Accounting Method: Defined Contribution (DC)					
8	Government Fund Forecast					
9	Local Government Act/Government Fund Revenue					
10	System 1: 2017					
11	Indicate number of total members	5,000				
12	Indicate number of inactive members					
13	Indicate number of active and semi-active					
14	Indicate number of active and semi-active					
15	Enter actual rate of return - prior 1 year period	14.20%				
16	Enter actual rate of return - prior 5 year period	6.59%				
17	Enter actual rate of return - prior 10 year period	7.09%				
18	Accounting Method: Defined Contribution (DC)					
19	Accounting Method: Defined Contribution (DC)					
20	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any					
21	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any	10				
22	Is each system within the system defined by law employed?	Yes				
23	System 1: 2017					
24	Enter retirement pension system's special value of assets ending uniform amount plan	\$4,842,907				
25	Enter retirement pension system's special value of liabilities ending uniform amount plan	\$17,011,664				
26	Enter retirement pension system's special value of net assets ending uniform amount plan	\$12,168,757				
27	Accounting Method: Defined Contribution (DC)					
28	Accounting Method: Defined Contribution (DC)					
29	Accounting Method: Defined Contribution (DC)					
30	Enter the system type's unfunded status as defined by PA 302 of 2017	NO	NO	NO	NO	NO

Local governments must post the current year report on their website in a public place.
 Local governments must post the current year report on their website in a public place.
 Local governments must post the current year report on their website in a public place.
 Local governments must post the current year report on their website in a public place.
 Local governments must post the current year report on their website in a public place.

Do not include this report in the Michigan Department of Treasury's Public Retirement and Pensions Act (PA 302 of 2017) report to complete and accurate in all future reports.

Item	Local Government Name	City or Precinct	Production Year	Production Method
1	Local Government Name	City or Precinct	Production Year	Production Method
2	Local Government Name	City or Precinct	Production Year	Production Method
3	Local Government Name	City or Precinct	Production Year	Production Method
4	Local Government Name	City or Precinct	Production Year	Production Method
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53	Local Government Name	City or Precinct	Production Year	Production Method
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100	Local Government Name	City or Precinct	Production Year	Production Method

If providing the report to an Michigan Department of Treasury, the local government administrator must sign, print, and date this report. It is required that the report be signed by the local government administrator.

b. Liaison Reports

Thomey said he and attended a ribbon cutting at Dogtopia and that the Planning Commission is working on its 2021 goals. Deal said the DDA had a goal-setting meeting as well. Moroz said the Plymouth Canton Community School District passed a policy for transgender and gender non-conforming students. He said the district is continuing to have pre-K students blending in-person and online classes and all others 100% virtual when school resumes in January. Wolcott reminded the group that the strategic planning session is scheduled for January 25 from 5-9 p.m. The City Commission and administration will be at the Plymouth Cultural Center and the public is invited to participate via Zoom.

c. Appointments

Downtown Development Authority: Dan Johnson was reappointed, and Richard Matsou was appointed. Brent Reili is stepping down.

Historic District Commission: Linda May is not seeking reappointment, and Ganya Handala was appointed.

Zoning Board of Appeals: Michael Gowan is moving from alternate to member.

11) ADJOURNMENT

Hearing no further discussion, Wolcott asked for a motion to adjourn at 8:47 p.m. A motion to adjourn was offered by Thomey and seconded by Krol.

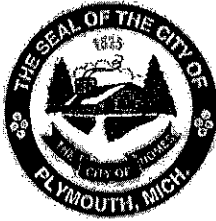
There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Sebastian, Wolcott

MOTION PASSED 7-0

OLIVER WOLCOTT
MAYOR

MAUREEN A. BRODIE, CMC, MIPMC
CITY CLERK



Administrative Recommendation

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Truck Route Final Reading 01-04-21.docx
Date: December 28, 2020
RE: Truck Route Ordinance Update – Final Reading

Background

The City Commission has listed an update to the City's Truck Ordinance as a part of our one-year tasks. We are bringing forth an update to our City Ordinance regarding truck routes for its Final Reading. This update is basically administrative in nature and it updates our Ordinance to match other communities. This update clearly identifies the City's Major Streets.

These changes to the Ordinance had their First Reading before the City Commission on December 21, 2020. This will be the second and final reading of the proposed changes to the Ordinance.

Recommendation

The City Administration recommends that the City Commission adopt the changes to the City's Truck Route Ordinance at its Final Reading. Most of these changes are a result of being updated as a result of changes in State law over the years and to provide clarity to the Ordinance.

This is Final Reading, and if adopted the Ordinance will be required to be published before it goes into our Ordinance book. Publication usually occurs within 30 days, due to publication deadlines for the local newspaper.

If you have any questions in advance of the meeting please feel free to contact Al, Chris, or myself.

We have attached a proposed Resolution for the City Commission to consider regarding this matter.

DIVISION 2. - TRUCK ROUTES

Sec. 70-61. - Intent.

~~The intent and purpose of this division is to protect the surfacing and pavements of the public streets, highways and alleys in the city and to such end same shall be liberally construed.~~

The purpose of this Section is to regulate the orderly operation of trucks on the streets of the City. The primary objectives are to facilitate the transfer of goods and services by trucks to businesses and to preserve the quality of life of the neighborhoods. Prime considerations involved with the purpose of this Section are: (1) the safety of our citizens; (2) avoidance of unreasonable or unnecessary disturbance or reduction in property values due to truck noise, vibration, and/or air pollution; (3) protection against the deterioration of those streets not designated for truck traffic, and (4) adequate truck service to businesses and residences in an expeditious manner, having due regard for economical vehicle operation.

Where density of traffic, protection of life and property, construction and condition of the roadway, or any hazardous condition make it advisable, the direction of traffic flow, and routing of buses, trucks and heavy vehicles, may be made by the Proper Authority by duly posted traffic control devices and it shall be unlawful to drive or cause to be driven, any vehicle in violation of such direction and routing.

Sec. 70-62. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial vehicle includes all motor vehicles used for the transportation of passengers for hire, or constructed or used for the transportation of goods, wares or merchandise, and/or motor vehicles designed and used for drawing other vehicles and not so constructed as to carry any load thereon either independently or any part of the weight of a vehicle or load so drawn.

Local Streets: All streets not designated herein as Truck Routes or major streets.

Major Streets: Those street segments, other than Truck Routes, contained herein the table below

<u>Major Streets</u>		
<u>Street Name</u>	<u>From</u>	<u>To</u>
<u>Amelia St</u>	<u>N Mill St</u>	<u>W Liberty St</u>
<u>Ann Arbor Trail</u>	<u>S Sheldon Rd</u>	<u>General Dr</u>
<u>Arthur Ave</u>	<u>Junction Ave</u>	<u>End (North of Junction Ave)</u>
<u>Cherry St</u>	<u>W Pearl St</u>	<u>Dunn St</u>
<u>Deer St</u>	<u>Wing St</u>	<u>Ann Arbor Trail</u>
<u>Dunn St</u>	<u>Cherry St</u>	<u>Starkweather Ave</u>
<u>E Liberty St</u>	<u>N Holbrook Ave</u>	<u>York St</u>
<u>E Pearl St</u>	<u>N Mill St</u>	<u>York St</u>
<u>E Spring St</u>	<u>N Mill St</u>	<u>N Holbrook Ave</u>
<u>Farmer St</u>	<u>N Harvey St</u>	<u>N Mill St</u>
<u>Forest Ave</u>	<u>Wing St</u>	<u>Ann Arbor Trail</u>

<u>Goldsmith Ave</u>	<u>N Sheldon Rd</u>	<u>Lena Ave</u>
<u>Hamilton St</u>	<u>Ann Arbor Trail</u>	<u>S Union St</u>
<u>Irvin Ave</u>	<u>Junction Ave</u>	<u>End (North of Junction Ave)</u>
<u>Junction Ave</u>	<u>N Sheldon Rd</u>	<u>Karmada St</u>
<u>Karmada St</u>	<u>Farmer St</u>	<u>Junction Ave</u>
<u>N Harvey St</u>	<u>Church St</u>	<u>Junction Ave</u>
<u>N Holbrook Ave</u>	<u>Wilcox Rd</u>	<u>Plymouth Rd</u>
<u>N Industrial Dr</u>	<u>Plymouth Rd</u>	<u>End (South of Plymouth Rd)</u>
<u>N Main St</u>	<u>Church St</u>	<u>N Mill St</u>
<u>Penniman Ave</u>	<u>S Sheldon Rd</u>	<u>S Union St</u>
<u>S Harvey St</u>	<u>Ann Arbor Rd</u>	<u>Church St</u>
<u>S Main St</u>	<u>Ann Arbor Rd</u>	<u>Church St</u>
<u>S Union St</u>	<u>Ann Arbor Trail</u>	<u>Main St</u>
<u>Starkweather Ave</u>	<u>N Main St</u>	<u>N Mill St</u>
<u>W Church St</u>	<u>N Harvey St</u>	<u>S Union St</u>
<u>W Liberty St</u>	<u>Amelia St</u>	<u>Starkweather Ave</u>
<u>W Pearl St</u>	<u>N Mill St</u>	<u>End (West of Cherry St)</u>
<u>Wing St</u>	<u>S Harvey St</u>	<u>Deer St</u>
<u>York St</u>	<u>E Pearl St</u>	<u>W Liberty St</u>

Through commercial vehicle routes or through truck routes are those which must be used by trucks and commercial vehicles not beginning, terminating or delivering to or from any point within the city.

Truck means every motor vehicle designed, used, or maintained primarily for the transportation of property.

Truck Routes: Those streets specifically designated herein as Truck Routes.

Sec. 70-63. - Enforcement.

The chief of police and other officers of the city shall enforce all weight, size and other vehicle and load limitations imposed by the Motor Vehicle Code, being Act No. 300 of the Public Acts of Michigan of 1949 (MCL 257.1 et seq., MSA 9.1801 et seq.), as amended.

It shall be the duty of any person driving or in charge or control of any buses, trucks or heavy vehicles, other than vehicles carrying or designed to carry passengers upon any roadway not a designated Truck Route upon the request of a police officer to stop and answer any questions regarding the weight of the truck, its destination, and its point of origin; and such person shall also present log book, weight slips, delivery slips and other written evidence of destination or point of origin, for the officer's examination.

Sec. 70-64. - Exception; permit.

The restrictions imposed under this division upon the use of certain public streets, highways and alleys in the city shall not apply to any vehicle the weight of which, loaded or unloaded, is 5,000 pounds or less, and shall not prevent the delivery of any person or property to any place within the city or prevent

a vehicle from receiving any person or property within the city, provided that the chief of police, in his discretion, may issue a permit for the operation of any truck to use any street other than herein provided.

Sec. 70-65. - Truck routes.

No person shall operate, or cause to be operated a commercial vehicle or truck on any of the public streets, highways or alleys in the city, except as herein otherwise provided, except upon the following public streets or highways which are hereby designated as through commercial vehicle routes or through truck routes:

- (1) Ann Arbor Road, from east city limits (Mill Street) to west city limits (Sheldon Road),
- (2) Mill Street, from Northville Road to south city limits (Ann Arbor Road),
- (3) Northville Road, from north city limits to Mill Street,
- (4) Plymouth Road, from east city limits to North Mill Street,
- (5) Sheldon Road, from south city limits (Ann Arbor Road) to CSX-&-O Railroad,

The above list of streets is subject to the weight restrictions of the board of county road commissioners.

Motor vehicles of the restricted class as used herein are defined as all motor vehicles having a weight of ten thousand (10,000) pounds or more including the load therein, except vehicles carrying or designated to carry passengers, all governmentally owned or leased vehicles, public utility vehicles, and vehicles used for private refuse handling.

Travel into or out of the City. Motor vehicles of the restricted class, which do not have a pickup, delivery or service within the City, are required to enter and exit the City of Plymouth on Truck Routes only.

Sec. 70-66. - Local deliveries.

~~The operation of commercial vehicles and trucks upon all public streets, highways or alleys, except as herein otherwise provided, in the city, is hereby prohibited; except, however, none of the restrictions herein imposed shall prevent the delivery or pickup of goods or persons any place within the city as provided in section 70-62; nor shall the restrictions herein imposed be construed to prevent any vehicle from going to and returning to the property where it is stored, maintained or serviced.~~

Travel within the City. Motor vehicles of the restricted class, while in the City of Plymouth, are required to travel on Truck Routes only, except as follows:

- (a) The operation of Authorized Emergency Vehicles may occur on any roadway in the City.
- (b) The operation of recreational vehicles as defined by State law, which are of the restricted class may use any roadway in the City.
- (c) The operation of motor vehicles of the restricted class is permitted on any roadway in the City for pickup, delivery or service where the destination is not on a Truck Route, provided that ingress and egress thereto or therefrom is accomplished in the following manner:
 - (1-) Vehicles of the restricted class must utilize designated Truck Routes to the point closest to delivery, pickup, or service.
 - (2-) Upon leaving or returning to the Truck Route, vehicles of the restricted class must utilize the shortest route available via major streets whenever possible and then utilize local streets only when necessary for the completion of the delivery, pickup or service.

(3) If any designated Truck Route or portion thereof shall be under repair or otherwise temporarily out of use, motor vehicles within the restricted class shall use such other temporary Truck Routes as may be designated by the Proper Authority.

(4) In case of emergency, a temporary permit allowing exceptions to this Section may be issued by the City Manager or designee.

Sec. 70-67. - Notice.

Notice of the prohibitions and limitations of this division shall be given by the posting of appropriate and legible signs such as may be seen by an ordinarily observant person upon or at the entrance to such highways or parts thereof affected by the provisions hereof.

Truck route signage. The roadways designated as Truck Routes may be posted with signs at reasonable intervals and at intersections where the truck route turns. Such signs shall consist of the words "Truck Route," below which may be placed an appropriate type arrow indicating the direction of the route.

No Trucks signage. Non-truck Route streets may be posted with signs at reasonable intervals where appropriate. Such signs shall indicate "No Trucks" or "Not a Truck Route."

Secs. 70-68—70-90. - Reserved.

RESOLUTION

The following Resolution was offered by Comm. _____ and seconded by Comm. _____.

WHEREAS The City of Plymouth has an Ordinance to regulate truck traffic in the City, and

WHEREAS It has been many years since this Ordinance has been updated and the City Commission Made updating this Ordinance as a one-year task on the City's Strategic Plan.

NOW THEREFORE BE RESOLVED THAT the City Commission amends the Truck Route Ordinance, Sections 70-61 through 70 – 67 at its Final Reading.

BE IT FURTHER RESOLVED THAT the City Clerk is directed to make the proposed Ordinance changes as a part of the official meeting minutes of this City Commission meeting.



Administrative Recommendation

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Emergency Purchase Confirmation Heat Pump Cultural Center 01-04-21.docx
Date: December 28, 2020
RE: Emergency Purchase Confirmation Heating Pump Replacement Cultural Center

Background

The City Administration notified the City Commission on November 17, 2020 that we had authorized an emergency repairs to a heat geo-pump at the Cultural Center. This pump is vital to providing heat to the building. We indicated at that time that the pump in question was in excess of 10 years old. We contacted our HVAC contractor to assess our operations. Based on the age of the failed equipment we had to replace the pump with a newer model.

We have attached a very detailed write up from Steve Anderson, Recreation Director, which provides extensive background on the repairs.

The City Administration requests that the City Commission confirm the purchase authorization to pay Goyette Mechanical for emergency repairs to the heat at the Cultural Center in the amount of \$10,546.77. Funding for this authorization would come from the Equipment Fund and not the General Fund.

Recommendation

The City Administration recommends that the City Commission confirm the emergency purchase authorization for repairs to the City's Cultural Center heating system in the amount of \$10,546.77.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact me.




CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department
Plymouth Cultural Center
525 Farmer
Plymouth, MI 48170

Phone 734-455-6620

Memo

To: Paul Sincock, City Manager
From: Steve Anderson, Recreation Director 
CC:
Date: 12/28/2020
Re: Emergency Pump Replacement

As you are aware, the HVAC and Ice Arena refrigeration system for the Cultural Center relies on twenty-seven different fluid pumps to transfer the heating and cooling fluids through the building coils, compressors and the Ice Arena floor. Unfortunately, just like everyone experiences with a car, a furnace or a refrigerator, everything mechanical will eventually have a failure at some point. Public facilities, regretfully, are not exempt from this fact of life.

Recently, we had a 345 gallon per minute, sealed HVAC fluid pump have an internal failure of the impeller withing the impeller housing unit. This pump was original to the updated HVAC system dating back to May of 2010. The pump's function is to feed reheat geo water to the plate exchangers specifically for the building heating and cooling system. In addition, the pump is an "in-line pump" located in the ceiling of the mechanical room which make working on the pump difficult to say the least.

Upon discovering the pump failure, we called in our mechanical contactor, Goyette Mechanical, to assess our options. Unfortunately, upon investigation, the original Grundfos sealed pump was no longer in production and the parts required for the repairs are also no longer available. With this being the case, we inquired on the availability of a compatible Bell & Gossett in-line pump. Bell & Gossett pumps are made in the United States and has a local distributor in Novi. Most of the pumps in the Cultural Center were originally Bell & Gossett or have been replaced with Bell & Gossett over the decades. Goyette Mechanical contacted the Novi distributor and was able to find the compatible Bell & Gossett in-line pump.

We notified the City Hall Staff of the situation and requested permission to proceed with the emergency replacement considering it was now approaching December and the heating of the building was soon to become a critical issue. We received permission to proceed from City Hall and instructed Goyette Mechanical to complete replacement as soon as possible.

THE CITY OF HOMES

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Upon arrival of the new pump, Goyette Mechanical had to recut a short piece of the piping to accommodate the new Bell & Gossett pump and the 350 LB pump motor and impeller housing was hoisted into the ceiling. After wiring the unit and bleeding the air out of the fluid loop, operations returned to normal.

The quoted price for the new pump motor, impeller housing, resizing the piping and labor for installation came to \$10,546.77. The funding for this emergency replacement, as a part of the building mechanical system, would normally be billed to the Equipment Fund.

Please contact me anytime regarding any questions or any needed additional information.

RESOLUTION

The following Resolution was offered by _____ and seconded by _____

WHEREAS The city maintains a variety of buildings to help with the public health, safety and Welfare and from time to time there is a need to make emergency repairs to systems Which operate those buildings, and

WHEREAS The City Administration did inform the City Commission of the Emergency Repair Authorization on November 17, 2020 to make repairs to the heating systems at the Plymouth Cultural Center.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby confirm the Emergency Purchase/Repair Authorization for repairs to the Plymouth Cultural Center heating system in the amount of \$10,545.77 and further authorizes payment to Goyette Mechanical for the repairs. Funding for this purchase is authorized from the City Equipment Fund.



Administrative Recommendation

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Intergovernmental Agreement with Wayne County Parks Millage 01-04-21.docx
Date: December 28, 2020
RE: Intergovernmental Agreement with Wayne County Park Millage Funds

BACKGROUND:

The City Commission may be aware that Wayne County returns a small portion of the County Parks Millage back to the local communities. This program would allow the local community to determine their own park's needs, which in our case are identified by the City Recreation Master Plan.

This is "County Money" because it has been collected from our taxpayers as a County Parks millage for improvements to the County Parks. The County has chosen to make a small "grant" back to each community, based on a percentage of what was collected in that community. For the County to make a grant to another taxing unit it is necessary to execute an Intergovernmental Agreement with the County for the \$17,749 worth of improvements to our recreational facilities.

The plan is to use these funds on phase 2 of replacing a portion of the lights at Massey Field. This project has been long delayed, and this is the second year of improvements to the lighting system at Massey Field. This is an example of a much delayed capital improvement project. We have attached a memorandum from Recreation Director Steve Anderson related to this issue as well as the Intergovernmental Agreement.

The County's Corporate Counsel Office sent over a contract for the City to execute. This Agreement has been reviewed by the City Attorney as well. The contract is "boiler plate" from Wayne County, but it is much shorter than what we have received the past. We will need to have the agreement approved by Resolution of the City Commission and signed by the Mayor.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the proposed Intergovernmental Agreement with Wayne County for the use of County Parks Millage funds.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. If you have any questions regarding this matter in advance of the meeting, please feel free to contact either Steve Anderson or



CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department
Plymouth Cultural Center
525 Farmer
Plymouth, MI 48170

Phone 734-455-6620

Memo

To: Paul Sincock, City Manager

From: Steve Anderson, Recreation Director *SA*

CC:

Date: 12/28/2020

Re: Intergovernmental Agreement - Wayne County Park Millage Funds County FY 2020-21

As you are aware, Wayne County has again returned some of the Wayne County Parks Millage funds back to the local communities to specifically fund recreational capital improvements. The City of Plymouth's share of these funds for this budget year is \$17,749.00.

Last year, we looked over multiple projects that we have been putting off that could fall within this funding price range. After looking at the options, we chose to replace the failed lighting on the third base side of Don Massey Field. This repair would once again allow the user groups to play night games again after a two-year absence. Playing a "night game" under the lights at Massey Field has always been one of those summertime experiences that the little leaguers especially look forward to.

However, we also knew that once we replaced the third base side of the infield with new LED lighting, we would eventually have to replace the first base side (currently metal halide) to balance out the lighting on the entire infield playing surface.

With this being the case, we scheduled this project into two phases. Phase one was retro fitting the two poles on the third base side of the infield last summer. Phase two will be retro fitting the two poles on the first base side of the infield. We would like to complete this half of the project this Spring.

Phase two project costs would include:

- Retro fitting 12 - 65,000 lumen LED lighting fixtures
- Labor cost for two electricians for two days
- An 80' articulating Sky Lift to reach the top of the poles
- Any unsuspected repair cost the electricians might find once they get to the top of light poles

THE CITY OF HOMES

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The costs of the project will initially be absorbed by the Rec. Improvement Fund (402) and will be reimbursed by Wayne County once they clear the paperwork on their side of the process.

The attached Wayne County Intergovernmental Agreement is basically a "boiler plated" contract from last year. This agreement has also been reviewed by the City Attorney with his e-mailed notations having been received by administration.

The only anticipated cost to the City on this project is the signage required by Wayne County to be posted at Don Massey Field after the project is complete. This cost would be minimal and generally has not exceeded \$350.00 in the past.

We would like to recommend the adoption of this Intergovernmental Agreement by the City Commission to receive the amount of \$17,749.00 from Wayne County to be used for phase two of the Massey Field LED lightning retrofit project.

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE CITY OF PLYMOUTH

for

Improvements to

DON MASSEY FIELD

FY 2020-21

TABLE OF CONTENTS

1.	PURPOSE	3
2.	SCOPE OF THE PROJECT	3
3.	TERM OF CONTRACT	3
4.	COUNTY'S COVENANTS	3
5.	CITY'S COVENANTS	3
6.	TERMINATION	4
7.	DATA TO BE FURNISHED	4
8.	ADMINISTRATION	5
9.	RELATIONSHIP OF PARTIES	5
10.	INSURANCE	5
11.	HOLD HARMLESS	6
12.	LIABILITY	6
13.	ENVIRONMENTAL MATTERS	6
14.	COMPLIANCE WITH LAWS	8
15.	AMENDMENTS	8
16.	NONDISCRIMINATION PRACTICES	8
17.	ETHICS IN CONTRACTING	10
18.	NOTICES	10
19.	WAIVER OF ANY BREACH	10
20.	SEVERABILITY OF PROVISIONS	10
21.	MERGER CLAUSE	11
22.	JURISDICTION AND LAW	11
23.	MISCELLANEOUS	11
24.	AUTHORIZATION AND CAPABILITY	11
25.	SIGNATURE	12
	EXHIBIT A: LEGAL DESCRIPTIONS	15
	EXHIBIT B: PROJECT DESCRIPTIONS	16
	EXHIBIT C: SIGNAGE SPECIFICATIONS	17
	EXHIBIT D: INSURANCE COVERAGES	19

THIS AGREEMENT ("Agreement") is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the "County") and the City of Plymouth, a Michigan municipal corporation (hereinafter "City").

1. PURPOSE

1.01 The County and City have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the citizens of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the "Project") at Don Massey Field, located in the City (individually, "Site" or collectively, "Sites"), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Mayor of the City or his/her designee, in creation of the Project under the limitations indicated in Sections 3, 4 and 5.

3. TERM OF CONTRACT

3.01 The effective date of this Agreement is upon approval of the County Commission and shall terminate on **September 30, 2022 at 11:59 p.m.**

3.02 If City fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2020-21 funding provided by the County for the recreational Project shall not exceed **Seventeen Thousand Seven Hundred Forty Nine Dollars (\$17,749)**.

5. CITY'S COVENANTS

5.01 Prior to construction of any portion of the Project, City shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

5.02 City warrants that it is the legal owner with good, valid, and clear title to each Site and that each Site is accurately described in **Exhibit A**. City shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A**.

5.03 City shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 City shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor

and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse City for any unapproved costs or costs outside the scope of this Agreement.

5.05 City shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 City shall operate and maintain improvements for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 City agrees that in consideration of the financial commitment that the County is providing for the Project, City shall operate each Site as a recreational facility for no less than ten (10) years after the Project is completed.

5.08 City will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. City shall install the signage prior to the Project's completion.

5.09 City agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). City further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

5.10 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by City, not to exceed the amount stated in Section 4.01.

6.03 City may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

6.04 This Agreement shall terminate if any Site is not operational and regularly open to the public.

7. DATA TO BE FURNISHED

7.01 City must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date City receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, City must furnish, without charge, copies of all information, books, records, data, reports, etc., of City, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by City or any of its contractors, subcontractors, consultants or agents. City must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to City pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with City administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to City's performance under this Agreement, a discrepancy should arise as to the amount of compensation due City, City shall pay to the County on demand the amount of compensation in question. If City fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to City but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid City in any concurrent, successive or future agreements between the parties.

7.04 City further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 City must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
- B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
- C. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.1 City will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

10.2 All insurance and bonds shall name the Charter County of Wayne and the City as insured or beneficiary.

11. HOLD HARMLESS

11.01 City agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by City as submitted pursuant to Section 5.04.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or City or any of their agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 City warrants to the County that City will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 City warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of City's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 City will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal regulations. City must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of City, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, City must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, City shall immediately disclose the findings to the County. If

the County decides to proceed with the Project, City shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by City as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

- A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
- B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
- C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
- D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
- E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;
- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;
- E. Containing asbestos;
- F. Which is radioactive;

- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 City must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

15.01 No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by the Plymouth City Commission and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 City shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)
- F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an

employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.

- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. City also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 City agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. City will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the County Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon City.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 City acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If City or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and

enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 City and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing City ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to City:
Recreation Director
City of Plymouth
525 Farmer Street
Plymouth, Michigan 48170

If to the County:
Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

and
Director
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

19.01 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

20.01 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

22.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity the County or City, or any of their agencies, or employees, has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

24. AUTHORIZATION AND CAPABILITY

24.01 This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Plymouth City Commission and the County Commission and executed by the County Executive and the Mayor of the City. Copies of such resolutions shall be attached to this Agreement.

24.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

25. SIGNATURE

25.01 The County and City, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGE]

City of Plymouth
Don Massey Field

County Commission approved and execution authorized by Resolution No. _____ Date: _____	CHARTER COUNTY OF WAYNE By: _____ Warren C. Evans Its: County Executive Date: _____
--	--

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by **Warren C. Evans**, on behalf of the Charter County of Wayne.

Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

City of Plymouth
Don Massey Field

Plymouth City Commission approved and execution authorized by Resolution No. _____ Date: _____	CITY OF PLYMOUTH By: _____ Oliver Wolcott Its: Mayor Date: _____
---	---

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by **Oliver Wolcott**
on behalf of the City of Plymouth.

Notary Public,
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

APPROVED AS TO FORM:
By: /s/Raynard O. Jones
DEPT OF CORPORATION COUNSEL
APPROVAL DATE: 12/17/2020

EXHIBIT A: LEGAL DESCRIPTIONS

INDEXED BY PAGE 101

Witness-Witness, the said party of the first part has caused these presents to be signed, executed, acknowledged and delivered to the State Land Office Board, its duly authorized agency, and has caused the seal of said board to be affixed hereon on the day and year first above written, at the Capital in the City of Lansing.

STATE OF MICHIGAN
 By the STATE LAND OFFICE BOARD
 Verlan Bentley
 Lella Bentley
 Martha Hoyt
 By Fred M. Greenstreet
 Fred M. Greenstreet, Member

State of Michigan, }
 County of Ingham, }

On this 19th day of December, A. D. 1942, before me, the undersigned, a notary public in and for said county, personally appeared Vernon J. Brown and Fred M. Greenstreet, to me known to be the persons who executed the foregoing Quit Claim Deed, who, being by me duly sworn, did say that they are the chairman and a member, respectively, of the State Land Office Board, a public corporation, and that the seal affixed to said instrument is the corporate seal of said board, and that said instrument was signed and sealed by the authority of said board in behalf of said board acting for and on behalf of the State of Michigan, and the said Vernon J. Brown and Fred M. Greenstreet acknowledged said instrument to be the free act and deed of said board acting for and on behalf of the State of Michigan, and the free act and deed of the State of Michigan.

Notary Public, Ingham County, Michigan
 My commission expires April 4, 1944

64370

DEED

STATE OF MICHIGAN
 STATE LAND OFFICE BOARD
 RECEIVED
 WAVER COUNTY ARCH

Register's Office,
 Received for Record the
 day of DEC 21 1942 A. D. 19
 at ...
 and recorded in Liber ...
 of Deeds, on page ...
 Register

EXHIBIT B: PROJECT DESCRIPTION



City of Plymouth – Recreation Department

Project Description for Wayne County Parks Millage Allocation

County Fiscal Year 2020 / 2021

Don Massey Field LED Lighting Retrofit – Phase 2

Project:

Don Massey Field is a community ball diamond used for adult softball, youth baseball and youth softball. The diamond was created by the City of Plymouth in the early 1970's. In the late 1970's to early 1980's, a metal halide lighting system was installed to allow for expanded nighttime use. Currently, the diamond is used six days a week during the Spring and Summer with additional use in the Fall for the youth soccer program that utilizes the outfield turf for small sided games.

Over the decades, metal halide lighting was the most common form of indoor or outdoor sport lighting. However, over the past five years, LED lighting has evolved to the point that it is much more reliable, cost efficient and offers a low maintenance option for public projects.

In order to capitalize on this advancement in technology, we would like to pursue every possible avenue to replace older metal halide and incandescent lighting with LED lighting options.

Purpose:

The main objective of the project is to create an improved and safer play environment for all program participants thru better event lighting. Thanks to the Wayne County Parks 2019-20 Millage, we able to complete the retrofit of the two third base line poles with new LED lighting fixtures. As listed in last year's project description, this was phase one of the project.

We would now like to continue with phase two of the project and retrofit the two first base line poles with the same LED fixtures to balance out the lighting for the diamond's infield.

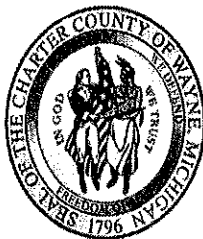
Purchasing and Funding:

The budget number used for the LED lighting upgrade retrofit for the first base side of the diamond, as listed in the attached quotes and last year's man lift cost is \$17,328.78. If the final project cost does come in above the allocated \$17,749.00, that amount will be absorbed by the City Recreation Department.

If LED lighting project costs come in below the allocated \$17,749.00, we would like to use the balance to help fund the purchase infield soil conditioner to improve the playing surface for the participants. However, I would not anticipate for this to be the case.

All purchasing will follow currently adopted City of Plymouth purchasing procedures including approvals required by the City of Plymouth Commission by resolution.

EXHIBIT C: SIGNAGE SPECIFICATIONS



WAYNE COUNTY MEMORANDUM PARKS DIVISION

SIGN SPECIFICATIONS

Attached, please find sketch and samples of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

All parks millage signs must include language that states: made possible through the Wayne County Parks millage in cooperation with (*place your municipality name here*)

- Sign size 48' x 30' ¾' marine grade plywood
- Sign is to be one sided, two sides is optional
- To be cut with" carriage "style top i.e. arched (optional)
- Color options are determined by the municipality
- Font should be traditional styles in Helveticas, Arial, Times New Roman
- Include County Logo, County Executive and County Commissioners
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical post shall be 4x6 weather proof timbers routed on 4' side to accommodate the sign, staining of posts optional
- Bury post a minimum of 42' into ground and backfill with dirt and compost, concrete footing is optional
- Bottom of sign shall be 2ft. minimum above grade
- Sign will be secured to post with flat head Galvanized wood screws (approx. # 10) 2 per post (min.)
- Proof to be provided of final design prior to fabrication and installation

We are flexible on fabrication and colors as long as it resembles the example attached. Any request to deviate from the signage should be directed to the Parks Director.

Exhibit D: INSURANCE COVERAGES

City, at its expense, or any contractors, subcontractors, consultants or agents retained by City (each a "Contractor"), at their own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

Umbrella or Excess Liability

Policy in an amount not less than \$1,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation

Insurance as required by the State of Michigan, with Statutory limits, and employer's liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher

insurance limits for the duration of this Agreement.

Additional Insured Status

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

Claims-made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at

least five (5) years after completion of this Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Exhibit, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

➤ The Contractor must submit certificates evidencing the insurance to the County Risk Management Division at the time the Contractor executes an agreement with the City, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Surety Bonds

The Contractor shall provide the following surety bonds: 1) bid bond; 2) performance bond; 3) payment bond; 4) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

RESOLUTION

The following Resolution was offered by Comm. _____ and seconded by Comm. _____.

WHEREAS The City of Plymouth and the County of Wayne are two separate Governmental Units, and

WHEREAS They have chosen to enter into an Intergovernmental Agreement for improvements to City's Recreational facilities, and

WHEREAS Funding for this project is from the Wayne County Parks Tax Millage and the County is returning a small portion of the tax money generated by City of Plymouth Properties to the City for improvements to Parks and Recreation facilities.

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby authorize the Mayor to execute the documents titled Agreement between the County of Wayne and the City of Plymouth for Improvements to lighting system at Don Massey Field. This agreement is to have the County provide \$17,749.00 to assist the City with those improvements.



Administrative Recommendation

City of Plymouth
201 S. Main
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: *S:\Manager\Sincock Files\Memorandum - Fire Department Academy Costs Overrun 01-04-21.docx*
Date: December 28, 2020
RE: Authorization for Payment – Fire Academy

Background

The City Commission may be aware that the Fire Department held an internal Fire Academy, which started early in 2020 and recently concluded. The result was that approximately 10 fire fighters came onto the Northville City Fire Department and there are new fire fighters at both the Northville and Plymouth Stations. The last time the Department held a Fire Academy, it was 2010 and the City of Plymouth paid 100% of the \$11,000 in costs. That Academy also brought several new members into the Department, just prior to the start of joint operations.

This Academy was funded by a State Grant in the amount of \$16,225, plus student fees of \$3,600 for a total of \$19,825 in revenue for the program. However, the costs of multiple instructors at several sessions and the transfer of the classroom program to on-line added significant costs to the planned expenditure. The total cost of the Academy was \$32,611.78, which left a balance of expenses over revenues of \$12,786.78. Those costs would need to be split between the two communities based on the current percentage of run volumes. Our current rate is 58%, which amounts to a balance due to Northville of \$7,416.33.

For the future, if the Department were to conduct another Academy, they would need to monitor expenses more diligently and be able to keep costs more in line with anticipated revenues.

Since this is an expenditure in excess of \$5,000, we would ask that the City Commission confirm this expense.

Recommendation

The City Administration recommends that the City Commission confirm the expense of the Fire Academy in the amount of \$7,416.33. While the Academy was a success, with this type of activity there is a need to do more advance planning with regards to the budget. While changes due to the Covid situation could not be anticipated, there is a need to have some contingency built into the budget and to more closely monitor payroll.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact me.

Fire Academy

Grant Revenue	16,225.00	
Student Fees	<u>3,600.00</u>	
Total Revenues		19,825.00

FY21:

Wages	2,388.18	
Fringe Benefits	294.30	

FY20:

Wages	22,443.19	
Supplies	3,978.58	
Fringe Benefits	<u>3,507.53</u>	
Total Expenditures		<u>32,611.78</u>

Difference		<u><u>(12,786.78)</u></u>
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Invoice to Plymouth 58%	7,416.33
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R E S O L U T I O N

The following Resolution was offered by _____ and
seconded by _____

WHEREAS The City of Plymouth and the City of Northville participate
In a joint fire department operation that is managed by
The city of Northville, and

WHEREAS The Department did engage in offering a Fire Academy
Which did result in several new members coming on as
Fire fighters in the fire department paid on call ranks, and

WHEREAS The cost of putting on the fire academy was paid in part
By a state grant and student fees, and

WHEREAS Costs over revenues were \$12,786.78 and there is a need
For the City Commission to confirm the Plymouth share
Of those costs in the amount of \$7,416.33, which is based
On the cost sharing formula for fire operations between
The two cities.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the
City of Plymouth does hereby confirm the expense of \$7,416.33 for the
Northville Fire Academy and those expenses should be charged to the
Fire Department Budget.