



Plymouth City Commission

Regular Meeting Agenda

Monday, September 16, 2024 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

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

Join Zoom Webinar : <https://us02web.zoom.us/j/89661751021>

Passcode: 061131 Webinar ID: 896 6175 1021

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

2. APPROVAL OF MINUTES

- a. September 3, 2024 City Commission Regular Meeting Minutes

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of August 2024 Bills
- b. Special Event: Heroes on Hines Run/Walk - Saturday 9/28/2024
- c. Special Event: K of C Tootsie Roll Drive – Friday/Saturday 10/11/2024, 10/12/2024

5. CITIZEN COMMENTS

6. COMMISSION COMMENTS

7. OLD BUSINESS

- a. Old Village TIF

8. NEW BUSINESS

- a. METRO Act Application – Open Fiber Michigan, LLC

9. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments

10. ADJOURNMENT

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.

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.

Meetings of the City of Plymouth are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, disability, or any other trait protected under applicable law. Any individual planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) should submit a request to the ADA Coordinator at 734-453-1234 ext. 234 at least two working days in advance of the meeting so an attempt can be made to make reasonable accommodations. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to clerk@plymouthmi.gov.

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE

OBJECTIVES

1. Identify and establish sustainable financial model(s) for major capital projects, Old Village business district, 35th District Court, recreation department, and public safety
2. Incorporate eco-friendly, sustainable practices into city assets, services, and policies; including more environmentally friendly surfaces, reduced impervious surfaces, expanded recycling and composting services, prioritizing native and pollinator-friendly plants, encouraging rain gardens, and growing a mature tree canopy
3. Partner with or become members of additional environmentally aware organizations
4. Increase technology infrastructure into city assets, services, and policies
5. Continue sustainable infrastructure improvement for utilities, facilities, and fleet
6. Address changing vehicular habits, including paid parking system /parking deck replacement plan, electric vehicle (EV) charging stations, and one-way street options

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION

OBJECTIVES

1. Create a 5-year staffing projection
2. Review current recruitment strategies and identify additional resources
3. Identify/establish flex scheduling positions and procedures
4. Develop a plan for an internship program
5. Review potential department collaborations
6. Hire an additional recreation professional
7. Review current diversity, equity, and inclusion training opportunities
8. Seek out training opportunities for serving diverse communities

GOAL AREA THREE - COMMUNITY CONNECTIVITY

OBJECTIVES

1. Engage in partnerships with public, private and non-profit entities
2. Increase residential/business education programs for active citizen engagement
3. Robust diversity, equity, and inclusion programs
4. Actively participate with multi-governmental lobbies (Michigan Municipal League, Conference of Western Wayne, etc.)

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY

OBJECTIVES

1. Create vibrant commercial districts by seeking appropriate mixed-use development, marketing transitional properties, and implementing Redevelopment Ready Communities (RRC) practices
2. Improve existing and pursue additional recreational and public green space opportunities and facilities for all ages
3. Develop multi-modal transportation plan which prioritizes pedestrian and biker safety
4. Improve link between Hines Park, Old Village, Downtown Plymouth, Plymouth Township, and other regional destinations
5. Maintain safe, well-lit neighborhoods with diverse housing stock that maximizes resident livability and satisfaction
6. Modernize and update zoning ordinance to reflect community vision
7. Implement Kellogg Park master plan

“The government in this community is small and accessible to all concerned.”

-Plymouth Mayor Joe Bida
November 1977



City of Plymouth
 City Commission Regular Meeting Minutes
 Tuesday, September 3, 2024, 7:00 p.m.
 Plymouth City Hall 201 S. Main Street

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

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

1. CALL TO ORDER

- a. Mayor Suzi Deal called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.
- b. Roll Call

Present: Mayor Suzi Deal, Mayor Pro Tem Kelly O'Donnell, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Brock Minton, Nick Moroz

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

2. APPROVAL OF MINUTES

Moroz offered a motion, seconded by to Minton to approve the August 19, 2024 City Commission Special Meeting and Regular Meeting minutes.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

3. APPROVAL OF THE AGENDA

Filipczak offered a motion, seconded by Kehoe to approve the agenda for the September 3, 2024 meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. ENACTMENT OF THE CONSENT AGENDA

None

5. CITIZEN COMMENTS

Ellen Elliott, 404 Irvin, thanked DMS for assistance during storms and updating the LPI Crosswalks. She also commented that the Pulse newsletter was well done and sees that the City is taking steps to increase communication.

Karen Sisolak, 939 Penniman, spoke about the private pickleball courts at PARC.

Lisa Capatina, 634 S Harvey, provided an update on election processes from an inspector and an assistant to the county Board of Canvassers, noting that the City of Plymouth team does an excellent job.

Pete Mundt, 643 N Harvey, echoes Elliott's comments and spoke about the Keep Plymouth Leafy program.

6. COMMISSION COMMENTS

Commissioners spoke about the DMS and their tireless efforts on clean-up of the recent storms.

Maguire spoke about marching in the Labor Day Parade downtown.

Filipczak spoke about Music in the Park

Moroz spoke about Music in the Air and Fall Festival this weekend.

O'Donnell spoke about the two tree programs on pg 10 of the Pulse newsletter (private trees & (free) ROW)

Kehoe spoke about the 9/9/2024, 6-7:30pm Sm Business Town Hall meeting at PARC hosted by State Sen.

Rosemary Bayer and Rep. Matt Koleszar.

Minton asked about the election early voting state reimbursement.

Deal read an email from HVA complementing the PD, FD and HVA on their efforts during the recent storms. She also commented that registration is still open for Citizen's Academy, acknowledged employee anniversaries of Jay Miller (11 yrs as Police Officer) and Jennifer Dergis (8 yrs in Police Administration), and congratulated Officer Jon Hiemstra on becoming Vice-Commander of the Wayne County Crash Response Team.

7. OLD BUSINESS

No old business.

8. NEW BUSINESS

a. Update Operation Policies for PCC – Ice Resurface Policy & Liquor Policy

The following motion was offered by Maguire and seconded by Minton:

RESOLUTION 2024-76

WHEREAS The City of Plymouth operates a facility known as the Plymouth Cultural Center as part of the Recreation Department to help to provide for the public health, welfare, and leisure time activities; and

WHEREAS From time to time it is necessary to update operational policies for the facility to ensure the safety of users of the facility.

NOW THEREFORE BE IT RESOLVED that the City Commission does hereby adopt updated policies and procedures known as the Ice Arena Resurface Safety Policy and the Plymouth Cultural Center Liquor Policies and Pricing. The updated policies shall be updated and take effect on September 3, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Authorization for Replacement of Municipal Services Office Windows

The following motion was offered by Filipczak and seconded by Kehoe:

RESOLUTION 2024-77

WHEREAS The City of Plymouth maintains a wide variety of vehicles in its fleet operations, in an effort to protect the public health, safety, and welfare; and

WHEREAS From time to time it is necessary to make repairs to some vehicles and the city owns a GMC 2500 rancher style pick up truck and the rancher body needs to be replaced; and

WHEREAS The City has taken the vehicle to Truck and Trailer Specialties of Howell, a Michigan MDeal vendor for repairs.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize repairs/replacement of the rancher body on a GMC 2500 pick up truck in accordance with their quotation of July 15, 2024, in an amount of \$11,540.00. Funding for this repair/replacement is authorized from the City Equipment Fund

There was a voice vote.

MOTION PASSED UNANIMOUSLY

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Minton provided an update on the Planning Commission and the ZBA.

Deal provided an update on the DDA and Planning Commission.

b. Appointments (none)

10. ADJOURNMENT

*The next regular City Commission meeting is 7:00 pm on Monday September 16 at Plymouth City Hall.
Minton offered a motion, seconded by Maguire to adjourn the meeting at 7:21p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

SUZI DEAL
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK



Special Event Application

ITEM #4.b

RECEIVED

AUG 29 2024

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

City of Plymouth
www.cityofplymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.

Sponsoring Organization's Legal Name Friends of Wayne County Parks

Ph# 734261-1990 Fax# _____ Email _____ Website _____

Address 33175 Ann Arbor Trail City Westland State Mi Zip 48185

Sponsoring Organization's Agent's Name Alicia Bradford Title Parks Director

Ph# 734-261-2022 Fax# _____ Email abradford@waynecountymi.gov Cell# _____

Address 33175 Ann Arbor Trail City Westland State Mi Zip 48185

Event Name Heroes on Hines Run/Walk

Event Purpose A Run/Walk in honor of our fallen first responders who have given all for us! All proceeds go toward the upkeep and engraving of the First Responders Memorial!

Event Date(s) 09/28/24

Event Times 9:00 AM

Event Location First Responders Memorial 12000 N. Haggerty Road Plymouth, MI 48170

What Kind Of Activities? Run/Walk

What is the Highest Number of People You Expect in Attendance at Any One Time? 500

Coordinating With Another Event? YES NO If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

Friends of Wayne County Parks will host their annual Heroes on Hine Run/Walk
This will take place only on Hines Drive from from Haggerty Rd to Wilcox Rd.

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*
City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): _____

Next year's specific dates: _____

See section 12.13 for license & insurance requirements for vendors

3. **FOOD VENDORS/ CONCESSIONS?** YES NO **OTHER VENDORS?** YES NO
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES NO
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES NO
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES NO

CITY SERVICES REQUIRED? If needed, please attach a letter indicating all requests for City Services. (see Attachment B)

None city services required.

7. **AN EVENT MAP IS** **IS NOT** attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO

If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES NO

If Yes, list the lots or locations where/why this is requested:

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
 - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
 - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
 - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

08/21/24

Date



Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City

**Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170**

Phone: (734) 453-1234 ext. 203

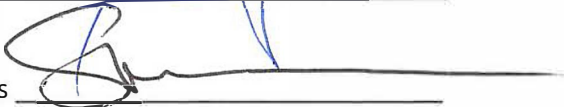
11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Friends of Wayne County Parks (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Heroes on Hines Run/Walk (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature 

Date 08/21/24

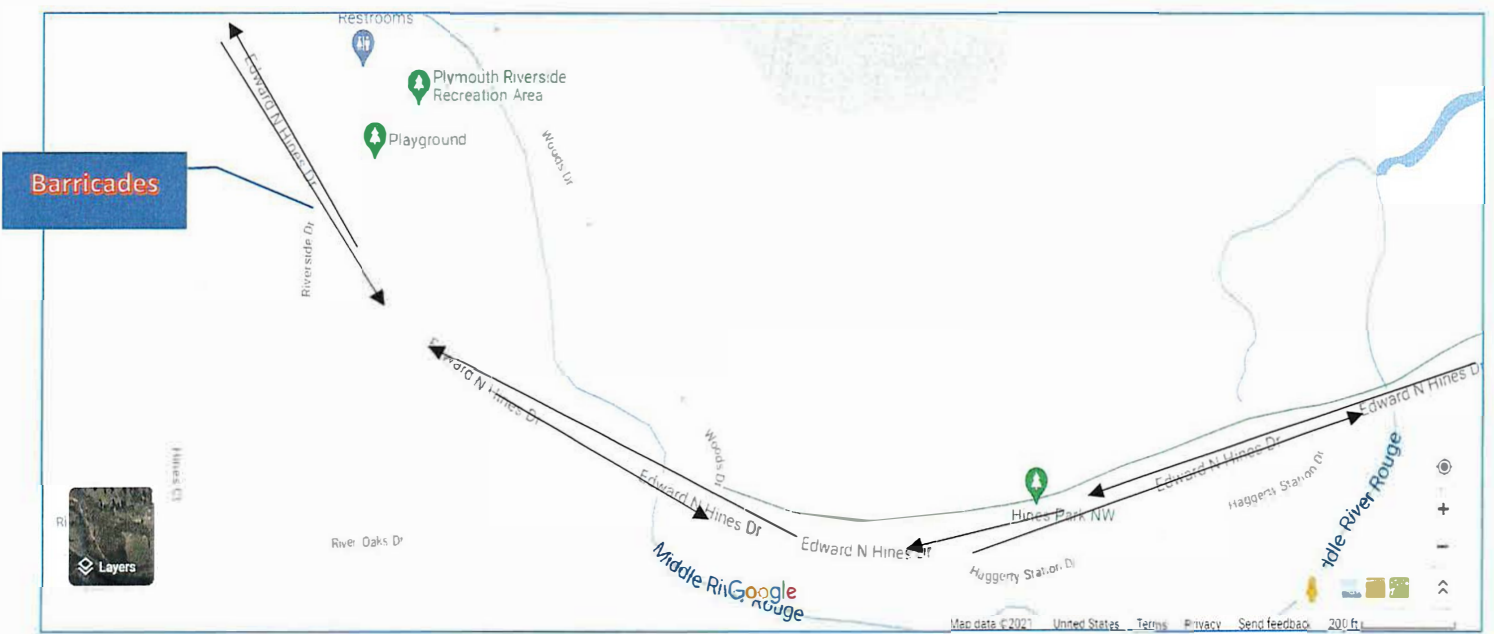
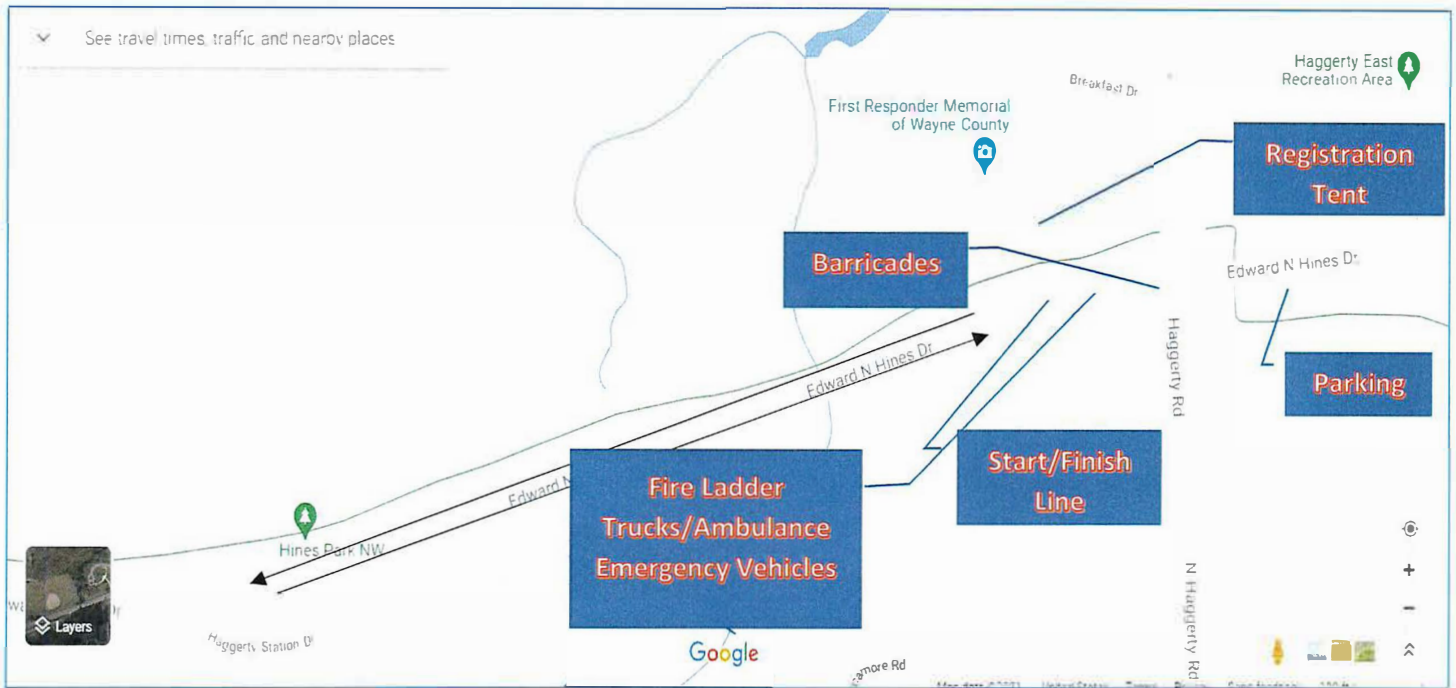
Witness 

Date 08/21/24

REAL AMERICAN HEROES

HEROES ON HINES

RUN ★ WALK



EVENT REVIEW FORM

EVENT NAME: _____ TOTAL ESTIMATED FEE: _____
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>CP</u>
<u>NO SERVICES</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? YES <u>NO</u>				
Labor Costs: \$	<u>2</u>	Equipment Costs: \$		Materials Costs \$
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial
Labor Costs \$		Equipment Costs \$		Materials Costs \$
FIRE:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>AS</u>
<u>NO SERVICES NEEDED</u>				
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
HVA:	<u>Approved</u>	Denied	(list reason for denial)	Initial
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial <u>WR</u>
<u>Class I – Low Hazard</u>	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as ‘Additional Insured’ including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food.			
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



Special Event Application

ITEM #4.c

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

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

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.

Sponsoring Organization's Legal Name		KNIGHTS OF COLUMBUS RENAUD COUNCIL #3292			
Ph#	7344533966	Fax#	NA	Email	GK3292@MIKOF.C.ORG
Address		City	PLYMOUTH	State	MI
		Zip	48170	Website	WWW.PLYMOUTHKOPC.ORG
Sponsoring Organization's Agent's Name		MIKE DRISCOLL		Title	
				GRAND KNIGHT	
Ph#	7349688700	Fax#	NA	Email	GK3292@MIKOF.C.ORG
Address		City	PLMOUTH	State	MI
		Zip	48170	Cell#	7349688700

Event Name	KNIGHTS OF COLUMBUS TOOTSIE ROLL DRIVE
Event Purpose	RAISE FUNDS FOR THE MENTALLY IMPAIRED
Event Date(s)	FRIDAY 10/11/24 & SATURDAY 10/12/24
Event Times	10 A.M. TO 4 P.M. EACH DAY
Event Location	MAIN ST. & ANN ARBOR TRAIL, MAIN ST. & PENNIMAN AVE.

What Kind Of Activities? GIVING OUT TOOTSIE ROLLS & ACCEPTING FREE WILL DONATIONS TO SUPPORT THE MENTALLY IMPAIRED.

What is the Highest Number of People You Expect in Attendance at Any One Time? 2 EACH TIME SLOT PER LOCATION

Coordinating With Another Event? YES NO If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

GIVING OUT TOOTSIE ROLLS & ACCEPTING GOOD WILL DONATIONS TO SUPPORT THE MENTALLY IMPAIRED. WE WILL BE WEARING OUR K OF C APRONS.

RECEIVED

AUG 14 2024

City of Plymouth

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*

City Operated Co-sponsored Event Other Non-Profit Other For-Profit Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES NO

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July):

Next year's specific dates:

4/11/25 & 4/12/25

See section 12.13 for license & insurance requirements for vendors

3. **FOOD VENDORS/ CONCESSIONS?** YES NO **OTHER VENDORS?** YES NO

4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES NO

5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES NO

6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES NO

CITY SERVICES REQUIRED? If needed, please attach a letter indicating all requests for City Services. (see Attachment B)

NO

7. **AN EVENT MAP IS** **IS NOT** attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES NO
If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES NO

If Yes, list the lots or locations where/why this is requested:

11. **INDEMNIFICATION AGREEMENT**

INDEMNIFICATION AGREEMENT

The KNIGHTS OF COLUMBUS RENAUD #3292 (organization name) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the KNIGHTS OF COLUMBUS TOOTSIE ROLL DRIVE (event name) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature 
M. J. Priscoll

Date 8/15/24

Witness _____

Date _____

EVENT REVIEW FORM

EVENT NAME: Kaf C Drive TOTAL ESTIMATED FEE: _____

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>CP</u>
NO SERVICES REQUIRED				
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> YES <input checked="" type="radio"/> NO				
Labor Costs: \$	<u>2</u>	Equipment Costs: \$		Materials Costs \$
POLICE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>gc</u>
NO SERVICES NEEDED				
Labor Costs \$		Equipment Costs \$	<u>0</u>	Materials Costs \$
FIRE:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>RS</u>
NO SERVICES NEEDED				
Labor Costs \$	<u>0</u>	Equipment Costs \$		Materials Costs \$
HVA:	<input type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial
DDA:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>JWB</u>
NO SERVICES NEEDED				
Labor Costs \$		Equipment Costs \$		Materials Costs \$
RISK MANAGEMENT:	<input checked="" type="radio"/> Approved	<input type="radio"/> Denied	(list reason for denial)	Initial <u>MB</u>
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food.			
MAY NOT BE IN STREETS				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				

ADMINISTRATIVE UPDATE

To: Mayor & City Commission
CC:
From: Paul J. Sincock -City Manager
Date: 9/12/2024
Re: Old Village Tax Increment Finance District

The City Commission has been looking at the possibility of creating a Tax Increment Finance District or TIF District in the Old Village area. The attached memorandum and Power Point presentation that John Buzuvis has put together has provided some background information. It is best to review this information again and to provide a consensus among the City Commission to either move forward with next steps or to take no action at this time. Once you start down the path of creating a TIF District, the City will begin expending resources on this project.

A TIF District will provide some dedicated funds to the Old Village area in the future, after it repays the City for upfront expenses. A TIF District will also take funds away from the City as a whole as they would be dedicated to Old Village. This may also bring up a desire by some to create additional TIF Districts for other areas of the City. There is also the possibility of other governmental agencies who may choose to “opt out” of a future proposed TIF.

The City Administration is looking for a consensus of the City Commission to move forward on this project. That consensus will then cause us to prepare actionable items for you at upcoming City Commission meetings. We would recommend that the City Commission discuss this potential program in your meeting and provide a consensus, not a vote, just a consensus to move forward or not. If the consensus of the group is to move forward, we will begin work on this immediately and begin to engage the necessary outside professionals to assist us in the various steps along the way. We will note that the formation of a TIF will take upwards of one year, depending on deadlines and requirements, as well as potential objections to the TIF.

If you have any questions in advance of the meeting, please feel free to contact either John Buzuvis or myself. Again, there is no vote required at this time, this is a discussion of process and the development of a consensus to move forward.



Administrative Information

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

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

To: Paul Sincock, City Manager
From: John Buzuvis, Economic Development Director
CC: S:\Community Development\OVDA\2024
Date: September 11, 2024
RE: Old Village Tax Increment Finance District

Background

As you are aware the consideration of creating a Tax Increment Finance (TIF) authority in Old Village has been on the City Commission's strategic plan for the last couple of years starting with the initial presentation of TIF options in 2022, and a more specific presentation about the Old Village TIF District in June 2023. The enclosed, updated information is a broad stroke outline of the steps/process the City Commission will have to complete to establish an Old Village TIF, in this case a Corridor Improvement Authority (CIA). This undertaking will require significant administrative time and coordination involving multiple departments and consultants should the commission choose to move forward.

If there is consensus from the commission to move forward with a TIF in Old Village, the immediate next steps would include:

- The City Commission would determine, by resolution of intent to create a TIF/CIA, that it is necessary and in the best interest of the public to redevelop the Old Village area and to promote economic growth
- The City Commission approves the engagement of consultants to include: TIF plan consultant, specialized legal consultant, and a special project with the City's Assessor
- City Commission sets a public hearing, based upon its resolution of intent, to create a TIF/CIA

The creation of a TIF/CIA will require significant staff resources and coordination. Based on current staff resources and other projects the process may take up to a year.

Recommendation

At this point, the administration needs clear direction via consensus of the City Commission if they intend to move forward with the creation of a TIF/CIA in Old Village. The process to establish the TIF is very detailed with specific timelines and the sooner we begin the process, assuming that this is the direction of the City Commission, the sooner the TIF will be implemented.

Old Village Tax Increment Finance Authority (TIF)

September 16, 2024

What is a Tax Increment Finance Authority

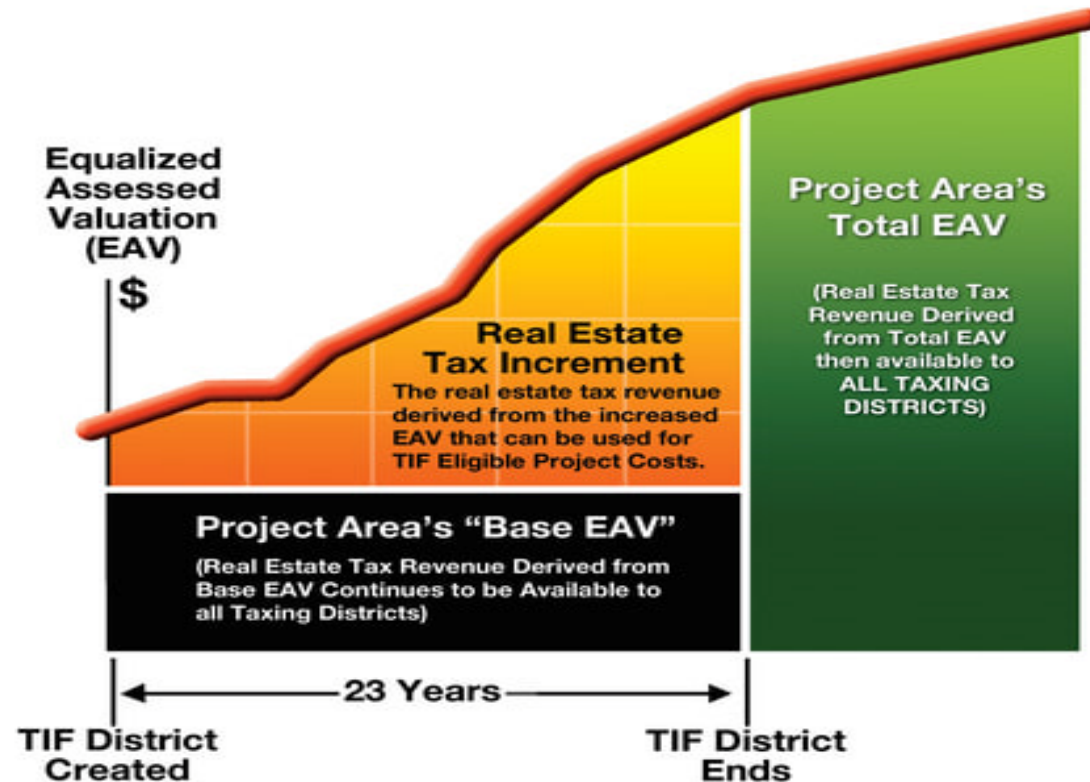
Public Act 57 of 2018: Recodified Tax Increment Finance Authority Act

Designated geographic area where an increase in the tax base (over the year the TIF began) resulting from economic growth and development is reinvested in that area

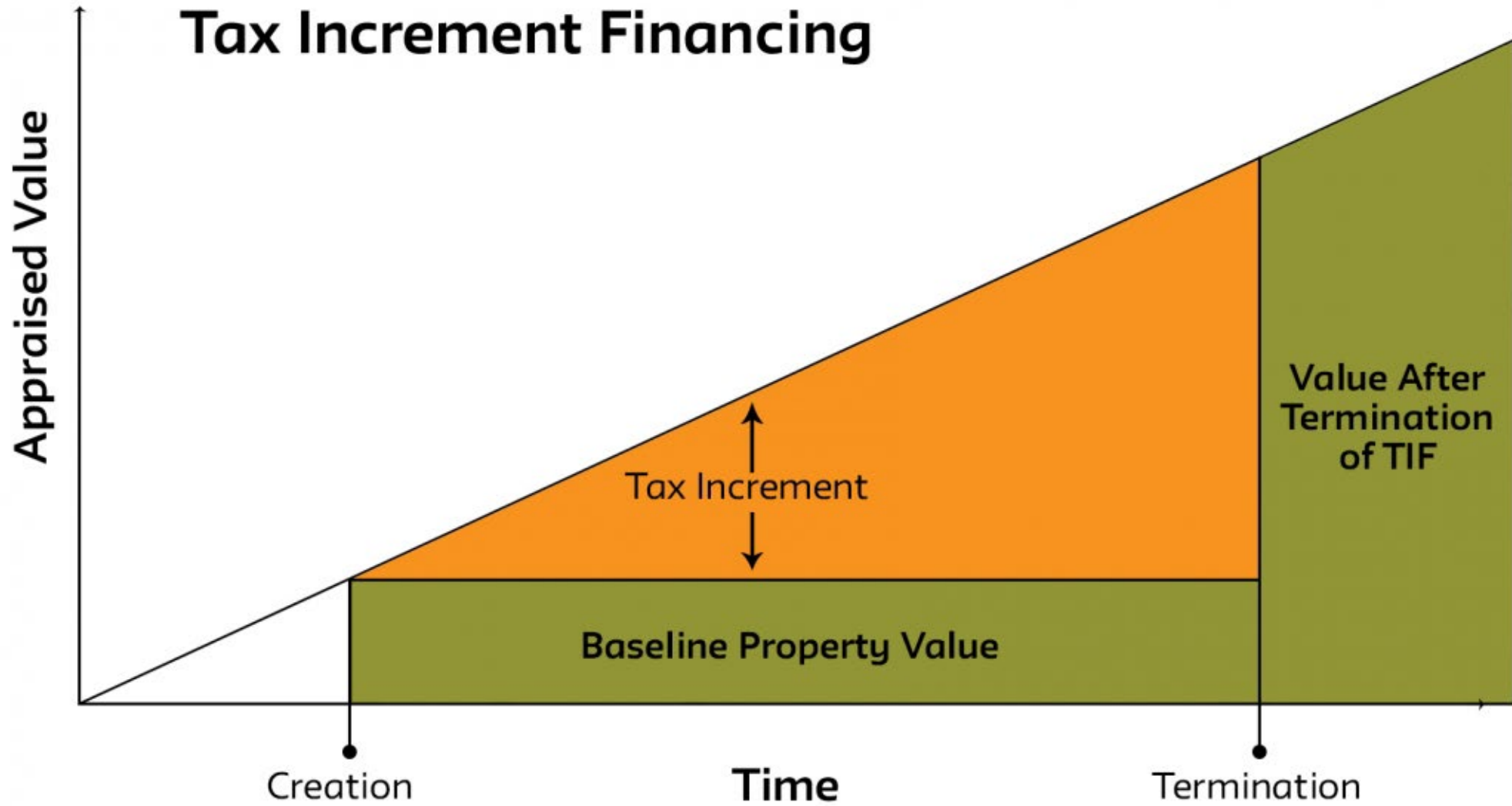
Multiple TIFs permitted (limited to one Downtown Development Authority)

How Does Tax Increment Financing (TIF) Work?

- Real Estate Tax Increment (RETI) results from an increase in Equalized Assessed Value (EAV) above the Base EAV that occurs during the life of the TIF District.
- Annual increases in EAV are then multiplied by the total real estate tax rate.
- The County sends RETI to Municipality for deposit to a Special Tax Allocation Fund.



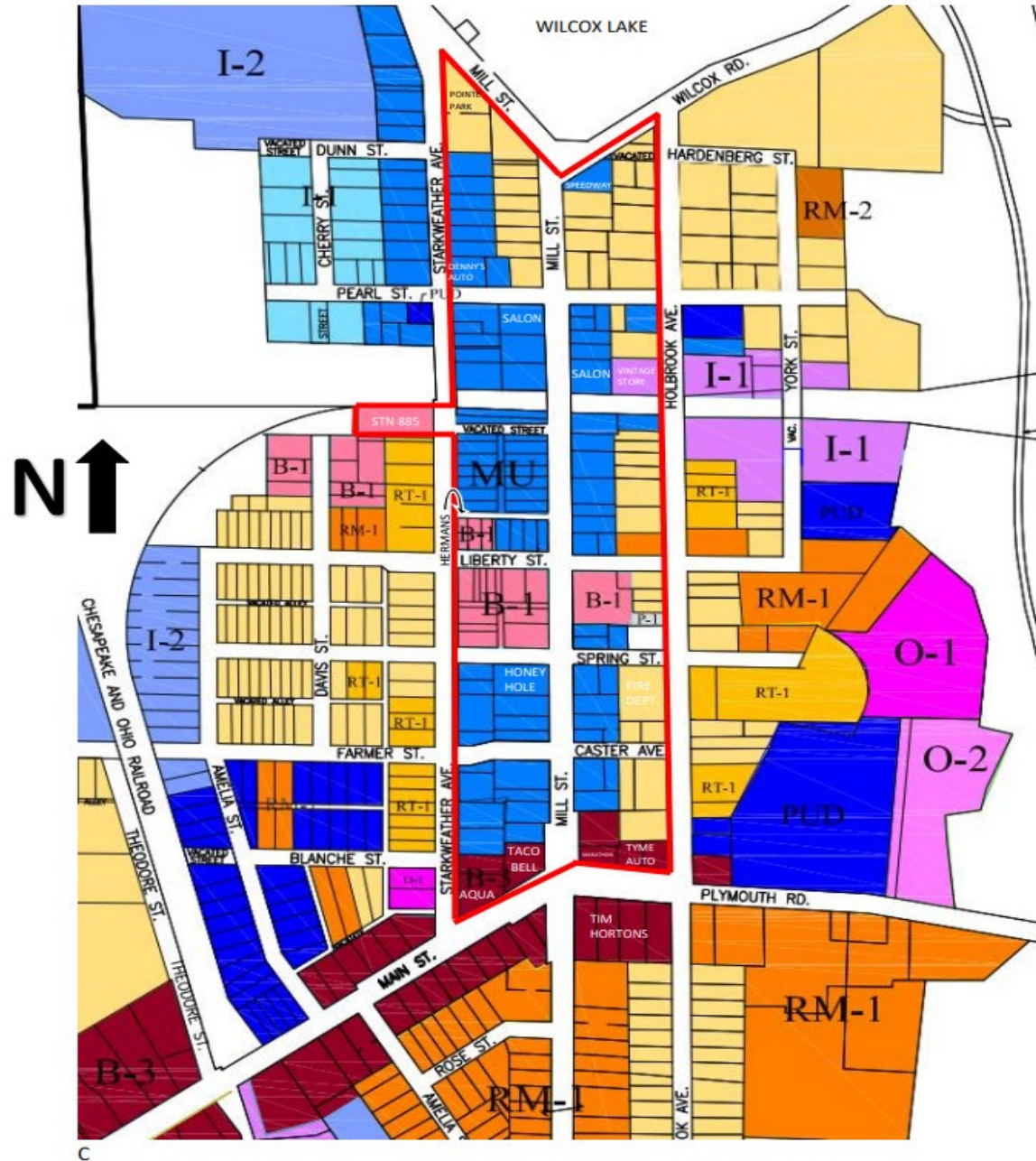
Tax Increment Financing



Source: Planning Tank. *Tax Increment Financing (TIF) | Public Financing | Types of TIF*.
<https://planningtank.com/finance/tax-increment-financing-tif-types-tif> (accessed 2018).

Potential Old Village TIF District Boundaries

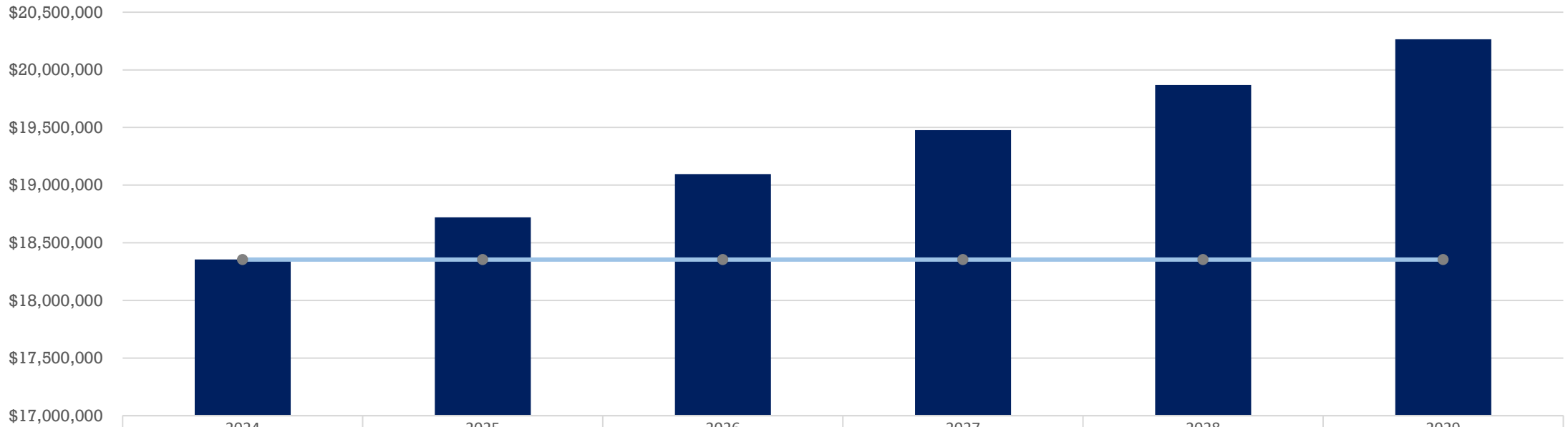
UPDATED: POTENTIAL OLD VILLAGE TIF BOUNDARY



Potential Old Village TIF Capture

Estimated Incremental Taxable Increases w/ County

(Assumes 2% growth year over year)

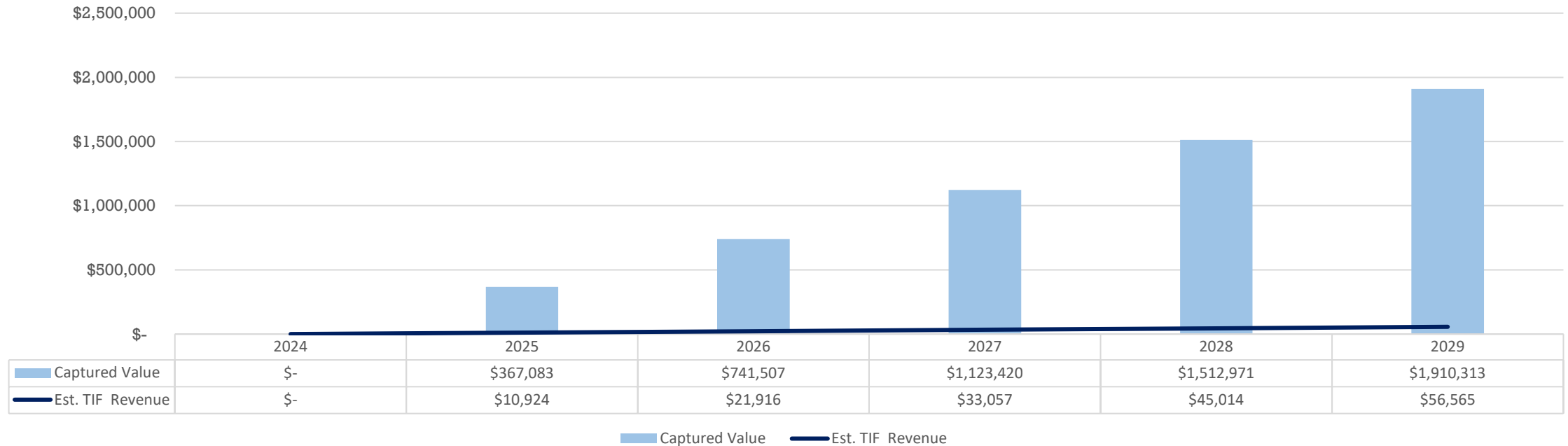


	2024	2025	2026	2027	2028	2029
■ Taxable Value	\$18,354,135	\$18,721,218	\$19,095,642	\$19,477,555	\$19,867,106	\$20,264,448
● Base Value	\$18,354,135	\$18,354,135	\$18,354,135	\$18,354,135	\$18,354,135	\$18,354,135

■ Taxable Value ● Base Value

Potential Old Village TIF Capture

Estimated TIF Revenue w/ County
 (Assumes 2% growth year over year)



How Do You “Start” a Tax Increment Finance District

City Commission determines: If it is necessary for the best interest of the public to reinvest in a commercial area to promote economic growth

Public hearing notices are published (twice) not less than 20 days and not more than 40 days prior to public hearing taking place

A notice of the public hearing is sent via mail to taxpayers in proposed district and other taxing jurisdictions (Schoolcraft College, Wayne County, DIA, Zoo etc.) not less than 20 days in advance of the public hearing

Public hearing is held

The City Commission incorporates the officially designated boundaries of the district via resolution (not less than 60 days after public hearing) and files resolution to the Secretary of State and publishes in newspaper

What Comes Next?

Mayor appoints and City Commission confirms TIF Board of Directors (between 5 and nine members)

Board members adopt meeting schedule, bylaws, elect officers, and begins work on development/TIF plan

TIF plan is prepared and adopted by the TIF board forwarded to City Commission for public hearing

Notice of public hearing to review/approve plan by resolution (notice of hearing published/posted as previously described)

City Commission meets with other taxing jurisdictions subject to capture in advance of public hearing

Hold public hearing (at this point other taxing entities can “opt-out” by resolution)

City Commission adopts the TIF plan by resolution

What Goes Into a Tax Increment Finance District Plan?

- Designation of boundaries
- Street/infrastructure, zoning and land use details
- Potential improvements/projects to be undertaken in the area
- Project/construction timeframe
- Designation of areas to be “open space”
- Description of intended real estate (lease, sell, buy) activities
- Description of intended zoning/land use changes
- Cost estimates for projects with funding plan (TIF, Bond, Special Assessment etc.)
- Plans to comply with legislative requirements
- Schedule to evaluate effectiveness
- Other materials as requested by governing body

Who Do We Need to Help Us Set Up a TIF

- Planning/TIF Consultant
 - Estimated Cost: \$18,000
- Legal Services
 - Estimated Cost: \$8,000
- WCA Assessing Special Project
 - Estimated Cost: \$7,500 dollars
- Miscellaneous
 - Estimated Cost: \$7,500 (printing, meeting costs, legal postings, mailings, affidavit posting etc.)

Total Estimated Consultant Fees: \$41,000

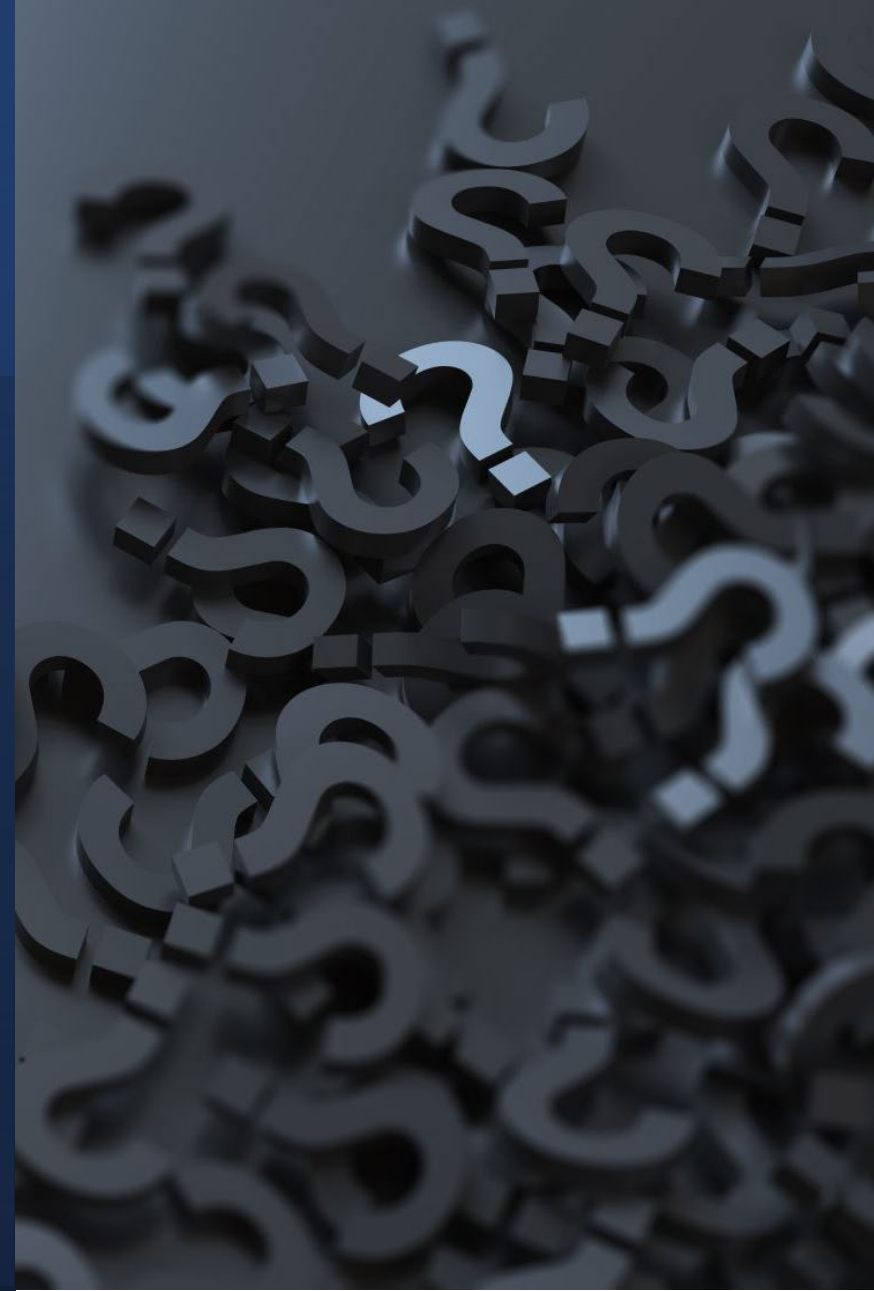
Potential Goals of Old Village TIF

- Potential Goals
 - Expand the tax base for the district and the city
 - Enhance the visual and physical aspects of the district while preserving its unique character
 - Provide direction for the desired land use and development within the district
 - Improve the overall business climate of the district and facilitate economic growth
 - Create and expand business and employment opportunities

Potential TIF Funded Projects

- Streetscape Improvements
 - Including maintenance and upkeep (flower watering, snow/ice/trash removal, etc.)
- Enhance multi-modal opportunities
- Public art
- Beautification
- Wayfinding signage
- Benches
- Twinkle lights
- Special events
- Infrastructure maintenance and improvements

Questions





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 -Ripple Fiber, Inc. Metro Act Permit Request- 8-22-2024.doc
Date: September 13, 2024
RE: Metro Act Right of Way Permit Request – Open Fiber Michigan, LLC (Ripple Fiber, Inc.)

Background

The City Commission may be aware that several years ago, over the objections of the Michigan Municipal League, the State Legislature was lobbied extremely hard by communications companies for the use of public right of ways for communications equipment.

We have received a request from Open Fiber Michigan, LLC for use of the City’s Rights of Ways under the terms of the “METRO ACT”. This authorization is for a Unilateral Permit for a term of five years or less from the date of issuance, subject to the terms in the agreement.

This request has been reviewed by the City Attorney and under the terms of the law, sees no reason that the City should not grant the permit.

Recommendation

The State Legislature has provided no real opportunity for the local units of government to have input or negotiate aspects of these types of contracts and a municipality cannot unreasonably deny a provider’s right to the access and use of a public right-of-way. Any condition of a permit granted must be limited to the provider’s access to and usage of the public right-of-way.

The City Commission must approve the contract or it is automatically approved under state law and we are recommending that the City Commission approve the request as presented.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. Please keep in mind that if the City Commission takes no action or tables this matter, then it will automatically be approved in accordance with the state law.

August 22nd, 2024

Via Certified Mail: 7017 1000 0001 0349 7017

Maureen Brodie
City of Plymouth Clerk
201 S. Main St.
Plymouth, MI 48170

Dear Ms. Brodie,

Please find enclosed three (3) copies of a METRO Act application for Open Fiber Michigan, LLC, also known as Ripple Fiber. Please also find enclosed the \$500 application fee required as part of the application. Ripple Fiber will also be providing these documents via electronic mail to yourself and the City Manager. In the electronic mail, Ripple Fiber will include a password protected KMZ file showing our route maps and proposed project in Plymouth Township. The mapping is confidential and proprietary information of Ripple Fiber. I will send a follow up email sharing the password for the map file.

Ripple Fiber is very excited to bring its state-of-the-art fiber network to the residents of Plymouth.

Please do not hesitate to contact me for any further information or discussion.

Sincerely,

Jason Fajerski
Director of Government Affairs

Cc: Paul Sincock citymanager@plymouthmi.gov

**METRO Act
Unilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

This permit issued this ____ day of _____, 2024 by the City of Plymouth, Michigan.

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean City of Plymouth, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean Open Fiber Michigan, LLC organized under the laws of the State of Michigan whose address is 6000 Fairview Rd., Suite 300, Charlotte, NC 28210.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.
- 2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.
- 2.2 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is **Jason Fajerski, Director of Government Affairs, 6000 Fairview Rd., Suite 300, Charlotte, NC 28210, 980-210-6699, jason@ripplefiber.com.**
- 3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is _____. [N/A]
- 3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is
Steve Helton, Chief Construction Officer,
Phone: 765-465-5343 Email: steven.helton@ripplefiber.com
Harrison Golson, VP of Engineering,
Phone: 980-384-8259 Email: harrison@ripplefiber.com
Ryan Zakany, VP of Construction,
Phone: 336-510-0629 Email: ryan@ripplefiber.com
Jason Fajerski, Director of Government Affairs,
Phone: 980-210-6699 Email: jason@ripplefiber.com

- 3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is
Steve Helton, Chief Construction Officer,
Phone: 765-465-5343 Email: steven.helton@ripplefiber.com
Harrison Golson, VP of Engineering,
Phone: 980-384-8259 Email: harrison@ripplefiber.com
Ryan Zakany, VP of Construction,
Phone: 336-510-0629 Email: ryan@ripplefiber.com
Jason Fajerski, Director of Government Affairs,
Phone: 980-210-6699 Email: jason@ripplefiber.com
- 3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.
- 3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty- eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.
- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials.
- Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.
- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.
- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.

- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term (“Term”) of this Permit shall be until the earlier of:
- 7.1.1 Five years or less from the Date of Issuance; or
 - 7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or
 - 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
 - 7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
 - 7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right- of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment: Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal: Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal: Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to **City of Plymouth, 201 S. Main St. Plymouth, MI 48170.**

12.1.2 If to Permittee, to **Jason Fajerski, Director of Government Affairs at 6000 Fairview Rd., Suite 300, Charlotte, NC 28210.**

12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).
- 13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.
- 13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Plymouth

By: _____

Its: _____

Date: _____

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

Open Fiber Michigan, LLC

By: _____

Its: _____

Date: _____

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

Exhibit B

Bond

\\ODMA\PCDOCS\GRR\764521\3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WIL PLYLER INSURANCE AGENCY LLC 596 HERRONS FERRY RD SUITE 101 ROCK HILL SC 29730	CONTACT NAME: WIL Plyler PHONE (A/C, No, Ext): (803) 366-4196 FAX (A/C, No): E-MAIL ADDRESS: WIL@PLYLERINSURANCE.COM													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : WESTFIELD INS CO</td> <td>24112</td> </tr> <tr> <td>INSURER B : PROGRESSIVE NORTHERN INS CO</td> <td>38628</td> </tr> <tr> <td>INSURER C : STARSTONE SPECIALTY INS CO</td> <td>44776</td> </tr> <tr> <td>INSURER D : SiriusPoint America Insurance Company</td> <td>38776</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : WESTFIELD INS CO	24112	INSURER B : PROGRESSIVE NORTHERN INS CO	38628	INSURER C : STARSTONE SPECIALTY INS CO	44776	INSURER D : SiriusPoint America Insurance Company	38776	INSURER E :		INSURER F :
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INSURER F :														
INSURED RIPPLE FIBER INC 6000 FAIRVIEW RD, Unit #620 CHARLOTTE NC 28210-2251														

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	160084D	08/15/2023	08/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	952222065	09/10/2023	09/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	72749W230ALI	10/13/2023	10/13/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 10594000	08/21/2023	08/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

to be updated

CERTIFICATE HOLDER**CANCELLATION**

sample coi	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE WIL PLYLER
------------	---

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LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ANNUAL STATEMENT
For use by **DOMESTIC LIMITED LIABILITY COMPANY**
(Required by Section 207, Act 23, Public Act of 1993)

Identification Number: 802896288

Annual Statement Filing Year: 2024

1. Limited Liability Company Name:

OPEN FIBER MICHIGAN LLC

2. The street address of the limited liability company's registered office and name of the resident agent at that office:

1. Resident Agent Name: HENRY J. ANDRIES, JR.

2. Street Address: 33 BLOOMFIELD HILLS PARKWAY

Apt/Suite/Other: SUITE 125

City: BLOOMFIELD HILLS

State: MI

Zip Code: 48304

3. Mailing address of the registered office:

P.O. Box or Street Address: 33 BLOOMFIELD HILLS PARKWAY

Apt/Suite/Other: SUITE 125

City: BLOOMFIELD HILLS

State: MI

Zip Code: 48304

This annual statement must be signed by a member, manager, or an authorized agent.

Signed this 13th Day of February, 2024 by:

Signature	Title	Title if "Other" was selected
Henry J. Andries, Jr.	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2024 ANNUAL STATEMENT

for

OPEN FIBER MICHIGAN LLC

ID Number: 802896288

received by electronic transmission on February 13, 2024 , is hereby endorsed.

Filed on February 14, 2024 , by the Administrator.

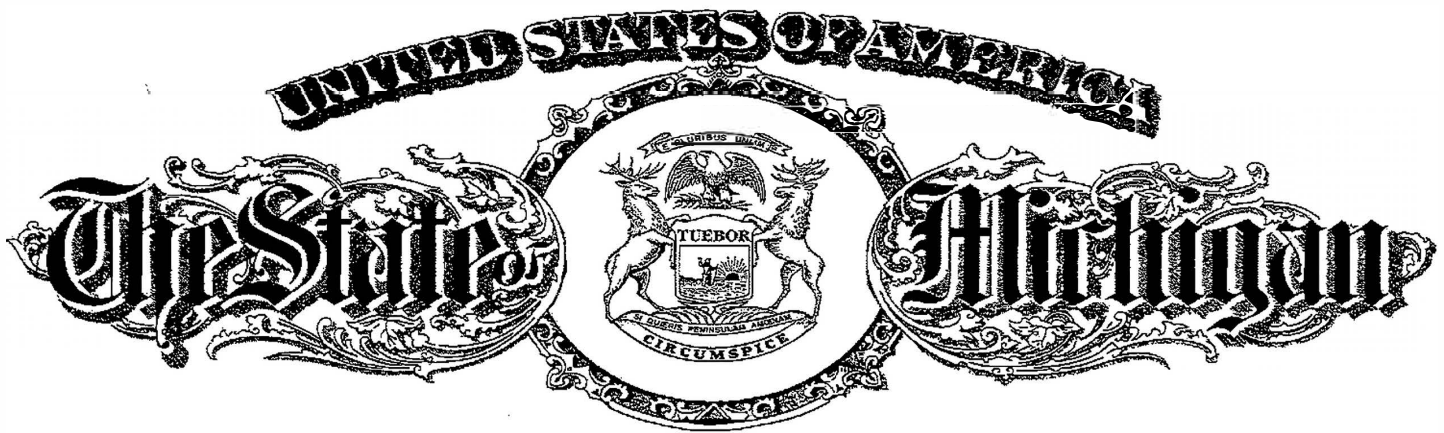
The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of February, 2024.

A handwritten signature in black ink, appearing to read "Linda Clegg".

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

OPEN FIBER MICHIGAN LLC

*was validly authorized on August 4, 2022, as a Michigan
DOMESTIC LIMITED LIABILITY COMPANY
and said limited liability company is validly in existence under the laws of this state and has satisfied its
annual filing obligations.*

*This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is
in good standing in Michigan as of this date.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



Sent by electronic transmission

Certificate Number: 24070597004

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 29th day of July, 2024.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)	
OPEN FIBER MICHIGAN LLC for a temporary)	
and permanent license to provide local exchange)	Case No. U-21475
service throughout the state of Michigan.)	
_____)	

At the April 25, 2024 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair
Hon. Katherine L. Peretick, Commissioner
Hon. Alessandra R. Carreon, Commissioner

ORDER

On August 10, 2023, Open Fiber Michigan LLC (OFM) filed an application, with supporting testimony and exhibits, under the Michigan Telecommunications Act (MTA), MCL 484.2101 *et seq.*, for a temporary and permanent license to provide basic local exchange service throughout the state of Michigan. On October 27 and 30, November 22, and December 12 and 13, 2023, OFM amended or clarifying documents to the application. On January 18, 2024, OFM was granted a temporary license.

At an evidentiary hearing held on February 13, 2024, before Administrative Law Judge Sally L. Wallace (ALJ), the parties (OFM and the Commission Staff) requested to set a new date for the evidentiary hearing due to an issue with the original notice of hearing that was served. A second evidentiary hearing was held before the ALJ on April 4, 2024, following service on March 12 and 13, 2024, of a revised notice of hearing. During the hearing, OFM presented the testimony and

exhibits of Dimitri Moussa, OFM's President. The testimony and exhibits were then adopted by Lance van der Spuy, OFM's Chief Financial Officer, who confirmed that the direct testimony of Mr. Moussa was truthful and accurate and there were no material changes to the direct testimony of Mr. Moussa. At the close of the hearing, the parties waived compliance with Section 81 of the Michigan Administrative Procedures Act of 1969, MCL 24.281.

After a review of the application, testimony, and exhibits, as amended, the Commission finds that approval of the application is in the public interest. On numerous occasions, the Commission has found that competition can be advantageous to the residents of this state. Approval of the request for a license to provide basic local exchange service will expand the opportunities for competition. Accordingly, the application, as amended, is approved.

The grant of a license is conditioned on full compliance with the provisions of the MTA, as well as the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703. Failure to comply fully may result in revocation of the license and other penalties. The grant of a license is conditioned upon the provision of service to customers within a reasonable time. Failure to do so may result in revocation of the license. Finally, the Commission notes that any numbers obtained by the applicant are a public resource and are not owned by the applicant. If the applicant fails to provide service or goes out of business, any numbers assigned to it are subject to reclamation.

THEREFORE, IT IS ORDERED that:

A. Open Fiber Michigan LLC is granted a license to provide basic local exchange service throughout the state of Michigan.

B. Open Fiber Michigan LLC shall provide basic local exchange service in accordance with the regulatory requirements specified in the Michigan Telecommunications Act, MCL 484.2101 *et*

seq., including the number portability provisions of MCL 484.2358, the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703.

C. Before commencing basic local exchange service, Open Fiber Michigan LLC shall submit its tariff reflecting the services that it will offer and identifying the exchanges in which it will offer service.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so by the filing of a claim of appeal in the Michigan Court of Appeals within 30 days of the issuance of this order, under MCL 484.2203(12). To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at mpscedockets@michigan.gov and to the Michigan Department of Attorney General - Public Service Division at pungp1@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION



Daniel C. Scripps, Chair



Katherine L. Peretick, Commissioner



Alessandra R. Carreon, Commissioner

By its action of April 25, 2024.



Lisa Felice, Executive Secretary

PROOF OF SERVICE

STATE OF MICHIGAN)

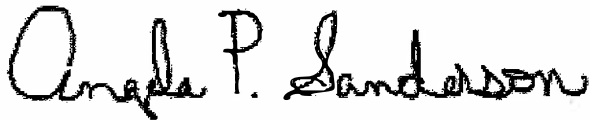
Case No. U-21475

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on April 25, 2024 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).


Brianna Brown

Subscribed and sworn to before me
this 25th day of April 2024.



Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2024

Service List for Case: U-21475

Name	On Behalf Of	Email Address
Monica M. Stephens	MPSC Staff	stephensm11@michigan.gov
Open Fiber Michigan LLC	Open Fiber Michigan LLC	legal@ripplefiber.com
Patrick D. Crocker	Open Fiber Michigan LLC	patrick@crockerlawfirm.com
Sally L. Wallace	ALJs - MPSC	wallaces2@michigan.gov

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)	
OPEN FIBER MICHIGAN LLC for a temporary)	
and permanent license to provide local exchange)	Case No. U-21475
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The grant of a license is conditioned on full compliance with the provisions of the MTA, as well as the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703. Failure to comply fully may result in revocation of the license and other penalties. The grant of a license is conditioned upon the provision of service to customers within a reasonable time. Failure to do so may result in revocation of the license. Finally, the Commission notes that any numbers obtained by the applicant are a public resource and are not owned by the applicant. If the applicant fails to provide service or goes out of business, any numbers assigned to it are subject to reclamation.

THEREFORE, IT IS ORDERED that:

A. Open Fiber Michigan LLC is granted a license to provide basic local exchange service throughout the state of Michigan.

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The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so by the filing of a claim of appeal in the Michigan Court of Appeals within 30 days of the issuance of this order, under MCL 484.2203(12). To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at mpscedockets@michigan.gov and to the Michigan Department of Attorney General - Public Service Division at pungpl@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION



Daniel C. Scripps, Chair



Katherine L. Peretick, Commissioner



Alessandra R. Carreon, Commissioner

By its action of April 25, 2024.



Lisa Felice, Executive Secretary

PROOF OF SERVICE

STATE OF MICHIGAN)

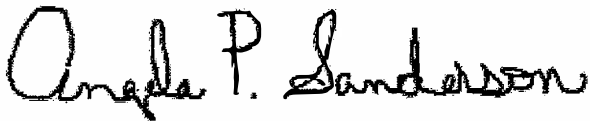
Case No. U-21475

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on April 25, 2024 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).


Brianna Brown

Subscribed and sworn to before me
this 25th day of April 2024.



Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2024

Service List for Case: U-21475

Name	On Behalf Of	Email Address
Monica M. Stephens	MPSC Staff	stephensm11@michigan.gov
Open Fiber Michigan LLC	Open Fiber Michigan LLC	legal@ripplefiber.com
Patrick D. Crocker	Open Fiber Michigan LLC	patrick@crockerlawfirm.com
Sally L. Wallace	ALJs - MPSC	wallaces2@michigan.gov

RESOLUTION

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

WHEREAS Open Fiber Michigan, LLC has applied for a permit to use the City of Plymouth Rights of Way in accordance with the terms State of Michigan Metro Act; and

WHEREAS The City Attorney has determined that the request is complete; and

WHEREAS The State Legislature has not provided an opportunity for the local unit of government to negotiate or provide input into the application or contract process under the terms of the State Metro Act.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a permit under the terms of the METRO ACT in accordance with State Law for Open Fiber Michigan, LLC . The City Manager is hereby authorized to sign the permit agreement on behalf of the City of Plymouth.