



**PLYMOUTH CITY COMMISSION
REGULAR MEETING AGENDA
PLYMOUTH CITY HALL - COMMISSION CHAMBERS
Tuesday, September 6, 2016 - 7:00 p.m.**



201 S. MAIN ST., PLYMOUTH, MI 48170

Ph (734) 453-1234 Fax (734) 455-1892

<http://www.ci.plymouth.mi.us>

- 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 August 15, 2016 City Commission Regular Meeting Minutes
 - b) Special Event: United Nations International Day of Peace, September 18, 2016
 - c) Special Event: Heroes on Hines Half Marathon, October 1, 2016
 - d) Special Event: M.I. Drive - K of C 3292, October 7, 2016 to October 8, 2016
 - e) Special Event: Christmas in Plymouth, December 8, 2016
 - f) Special Event: Heartbeat of Plymouth Community Carol Sing, December 18, 2016
- 5) **COMMISSION COMMENTS**
- 6) **PUBLIC HEARING**
 - a) Dog Ordinance Amendments - 2nd Reading
- 7) **OLD BUSINESS**
 - a) Sign Ordinance Amendment- 1st Reading
- 8) **NEW BUSINESS**
 - a) Part Time Hire
 - b) Recognized Non-Profit - Plymouth Community United Way
 - c) AT&T Michigan Cable TV Franchise Agreement
 - d) Infrastructure for Alleys Commonly Known as Fleet St.
 - e) 2016 Pavement Marking Contract
- 9) **REPORTS AND CORRESPONDENCE**
 - a) August 2016 Goals Update

10) ADJOURNMENT

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues regarding 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 Mon-Fri from 8:00am -4:30pm, 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 2016 Goals

- Resolve Last Issues Regarding Dissolution of Plymouth Community Fire Department Agreement (Primarily Pension issues) ***Champions: Dalton, Dwyer, Pobur***
- Work Collaboratively with Plymouth Arts & Recreation Complex (PARC) organization, the Plymouth Canton School Board, and the greater Plymouth Community to continue the repurposing of Central Middle School into a high quality Arts & Recreation Complex.
Champions: Dalton, Deal, Dwyer
- Developing a succession plan for the city's key employees, especially considering the long tenures of many of our senior staff. ***Champions: Deal, Pobur, Valenti***
- Work collaboratively with the DDA, community leaders, and other organizations to plan for Plymouth's 150th Birthday in 2017. This includes obtaining funding for new Kellogg Park Fountain and Kellogg Park upgrades. ***Champions: Deal, Wolcott, Wright***
- To work collaboratively with the DDA and other Boards, as needed related to parking issues including; but not limited to the expansion of parking in the Downtown.
Champions: Dwyer, Wolcott, Wright
- Develop an Ordinance to help address and preserve the City's Tree Canopy.
Champions: Dwyer, Dalton, Valenti



**City Commission Regular Meeting Minutes
Monday, August 15, 2016
Kiwanis Park 7:00 p.m.**

CALL TO ORDER:

- a) Mayor Dwyer called the meeting to order and led the group in the Pledge of Allegiance
- b) Roll Call: All members of the City Commissioner were present, including Mayor Dwyer, Mayor Pro-tem Wolcott, Commissioners Pobur, Wright, Deal, Dalton and Valenti.

CITIZEN COMMENTS:

Mayor Dwyer started the Citizen comments by thanking the members of the Colonial Kiwanis Club of Plymouth for coming to the park today and providing the hot dogs prior to the City Commission Meeting.

George Lytle of the Kiwanis Club thanked the Commission for coming to Kiwanis Park and he indicated that in partnership with the City they were going to be funding a new play structure for the park in the late fall of this year.

Terri Allen of 805 W. Ann Arbor Trail spoke on a number of parking issues in the Downtown area and the need for additional parking.

APPROVAL OF THE AGENDA:

A motion was made by Commissioner Pobur and seconded by Commissioner Wright to approve the Agenda as presented.

MOTION PASSED 7 - 0

ENACTMENT OF THE CONSENT AGENDA:

Items on the Consent Agenda included the following:

- a) Approval of the August 1, 2016 City Commission Regular Meeting Minutes
- b) Approval of the July Bills
- c) Special Event: Pure Barre in the Park on August 30, 2016

A motion was made by Commissioner Pobur and seconded by Mayor Pro-Tem Wolcott to approve the Consent Agenda as presented.

MOTION PASSED 7 - 0

COMMISSION COMMENTS:

Mayor Pro-Tem Wolcott indicated that the Kiwanis Park was his "home park" growing up as child in the neighborhood and that he really enjoys coming back to the park for the City Commission meeting.

OLD BUSINESS:

Mayor Dwyer indicated that there was no Old Business, so they would move right into New Business.

NEW BUSINESS:

a) Dog Ordinance Amendments - City Manager Sincok talked briefly related to the history of the changes in the Dog Ordinance and he indicated that the City Commission wanted to make some changes related to the Dog At Large section of the Ordinance to change the violation to a Civil Infraction from a misdemeanor.

RES. #2016-73

WHEREAS The City of Plymouth for the health, safety and welfare of its citizens has Previously established an Ordinance related to the care and control of dogs, and.

WHEREAS From time to time it is necessary to update Ordinances.

NOW THEREFORE BE IT RESOLVED THAT an Ordinance to AMEND ARTICLE II CHAPTER 14, DOGS, by updating Section 14 -11, 14 - 14 and 14 - 23 as outlined here:

14 - 11 - Add the words -Violation of this section shall be a civil infraction subject to a fine of not more than \$500, plus costs of prosecution.

14 - 14 - Add the words -Violation of this section shall be a civil infraction subject to a fine of not more than \$500 plus costs of prosecution.

14- 23 - Add the words - Unless stated otherwise within a section,.....

IS HEREBY INTRODUCED IN PRINTED FORM FOR ITS FIRST READING.

It was moved by Mayor Pro-Tem Wolcott and seconded by Commissioner Dalton for approval of the resolution.

MOTION PASSED 7 - 0

b) Wilcox Grant Agreement - Commissioner Wright gave a brief update on the status of the fund raising for the City's 150th birthday celebration. He indicated that he along with Mayor Pro-Tem Wolcott and Commissioner Deal that they have been working on a plan to begin to raise funding for the rest of the Kellogg Park improvements beyond the fountain. It is hoped that this effort will get into full swing at or around the Fall Festival.

City Manager Sincock gave a brief outline of the \$700,000 grant from the Wilcox Foundation related to the fountain improvements for Kellogg Park. The terms of the grant are fairly simple, in that funding is restricted to the fountain portion of the park improvement project and that a plaque be placed on the fountain indicating that it is the Wilcox Fountain.

RES. #2016-74

WHEREAS The City of Plymouth is desirous of making improvements to Kellogg Park and a major improvement to the fountain in Kellogg Park, and

WHEREAS The preliminary estimates place the fountain removal and upgrades at approximately \$700,000.00, and

WHEREAS The Wilcox Foundation wishes to make a charitable grant to the City of Plymouth to help pay for the new fountain in the park, and

WHEREAS There is a Grant Agreement between the Wilcox Foundation and the City of Plymouth.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a Grant Agreement between the Wilcox Foundation and the City of Plymouth for a fountain in Kellogg Park. The grant is for funding for the fountain in an amount not to exceed \$700,000.00. The Mayor of the City is hereby authorized to sign the Grant Agreement on behalf of the City of Plymouth.

BE IT FURTHER RESOLVED THAT the City Commission directs the City Clerk to make a complete copy of the Grant Agreement a part of these Meeting Minutes.

It was moved by Mayor Pro-Tem Wolcott and seconded by Commission Wright for approval of the resolution.

MOTION PASSED 7 - 0

Grant Agreement

The Wilcox Foundation

This Grant Agreement ("Agreement"), to be effective as of _____, 2016 ("Effective Date"), is made by and between the Wilcox Foundation, a Michigan non-profit corporation, whose address is 6260 Tower Road, Plymouth, Michigan 48170 (the "Foundation") and the City of Plymouth, whose address is 201 South Main Street, Plymouth, Michigan 48170 (the "City"). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto agree as follows:

RECITALS

The Foundation wishes to make a charitable grant to the City for the use and benefit of the City and the Plymouth community as set forth in this Agreement.

The City desires to accept such grant, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Grant Amount.** The Foundation hereby pledges to the City a grant in an amount not to exceed \$700,000.00 (the "Grant").

2. **Purpose of the Grant.** The Grant is an irrevocable pledge that will be paid to the City for the purpose of making a permanent improvement for the benefit of the Plymouth community, specifically, for paying for the planning, design and construction of a fountain (the "Fountain") to be installed in Kellogg Park in the City of Plymouth and to be owned by the City.
3. **Payment of the Grant.** Payments in support of this Grant will be made periodically by check to the City upon the Foundation, or its authorized agent, being provided City approved Invoices for the costs of the planning, design and construction of the Fountain to the extent of the amount of the grant. Payments for approved Invoices will be made within twenty-one (21) days of receipt of an invoice and a certification by the City to the Foundation that the invoice submitted by the contractor is in conformity with the plans and specifications and the work was satisfactorily completed and the invoice is correct.
4. **Use of the Grant Funds.** The Grant funds shall be solely used to pay toward the costs of the planning, design and construction of the Fountain structure, including Fountain site work, but not any off-site excavation, sidewalk relocation construction, demolition, landscaping, streetscape, brick pavers, surrounds and related improvements.

The Grant funds are being provided for the express purposes stated above which are in accordance with the uses permitted by Internal Revenue Code Section 501(c)3. By accepting the funds, the City agrees that the funds will be so used. If the City is unable to use the funds for the stated purposes, the funds will be returned to the Foundation.

5. **City Agreements.** In consideration for the Grant, the City agrees as follows:
 - a) The City will name the Fountain (the "Naming") the "Wilcox Fountain". Subject to the terms of this Agreement, the name of the Fountain will continue in perpetuity, including for any replacement fountain should it become obsolete or should it be damaged. The Naming will be exclusive and no other Fountain sponsors', donors' or other contributors' plaques or acknowledgements shall be placed on the Fountain commemorating their contributions.
 - b) The City, to the extent reasonably possible, agrees to make reference to the "Wilcox Fountain" (not "the Fountain" or the "Kellogg Park Fountain") on City maps, publicity materials, informational drawings and the like which publicly show or depict Kellogg Park and the Fountain. No commercial or political advertising or signage shall be placed within a 50' radius of the Fountain.
 - c) The City will incorporate a permanent bronze plaque into the Fountain design in a prominent location on the Fountain and will maintain and replace the plaque, as necessary, with a plaque of equal quality, including the replacement of a stolen, vandalized or damaged plaque. The plaque shall be of a size no greater than 750 square inches (in a 24"x24", 24"x30" or similar configuration) and shall state:

"Wilcox Fountain"

"This Fountain was made possible by a grant from The Wilcox Foundation at the request of Jack Wilcox in memory of his parents, George and Harriet Wilcox, and as a tribute to the 150th Anniversary of the founding of the Village of Plymouth."
July 4, 2017
 - d) The City will not proceed with Fountain construction until The Wilcox Foundation has approved the final design, size and location of the bronze plaque.
 - e) The City acknowledges, understands and agrees that the naming of the Fountain is an integral and essential part of this Agreement and without the City's promise to permanently name it the "Wilcox Fountain", the Foundation will not make this grant.

6. **Publicity.** For purposes of publicizing the Grant and the Naming, City will have the right, without charge, to use photographs of Jack Wilcox and his family and use the names, likenesses, and images of the family in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website

postings, informational and marketing materials, and reports and publications describing City's development and business activities.

7. **Maintenance and Insurance.** The City will maintain the Fountain and keep it in good working operation and maintain insurance for personal liability and property damage. The Foundation will have no responsibility to maintain or repair the Fountain.
8. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
9. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
10. **Mediation.** In the event of any controversy or claim arising out of this Agreement, or the rights or obligations of the parties, the parties shall try to settle their differences in good faith amicably between themselves. If such individuals or their designees are unable to resolve such dispute, then either party may give the other party a written notice of intent to mediate the dispute and, within thirty (30) days of such written notice, the parties shall refer the dispute to non-binding mediation before resorting to litigation. Such mediation shall be conducted pursuant to the commercial mediation rules of the American Arbitration Association with costs shared equally. If any unresolved matter is not resolved within 30 days following referral to non-binding mediation, either party may seek any remedy at law or in equity that may be available.
11. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Michigan without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Wayne County, Michigan, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.
12. **City of Plymouth Approval.** This Agreement and the recognition and Naming provided for herein are subject to the approval by the City and this Agreement will not be effective unless and until approved by the City.
13. **Representations by City.** The City represents unto donor that there are no outstanding agreements, contracts or commitments of any kind with any other third parties that exist which would prohibit the City from exclusively naming the fountain the "Wilcox Fountain" and that the Foundation is relying on these representations in making the above grant.
14. **Completion Date.** The parties acknowledge and agree that the estimated intended completion date of the Fountain is July 4, 2017. Extensions, if necessary to complete the project, shall be subject to the mutual agreement of the parties.

ACCEPTED AND AGREED TO:

The Wilcox Foundation

City of Plymouth

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

c) MML Annual Meeting - Mayor Dwyer indicated that this is the annual meeting of the Michigan Municipal League and that the City needs a voting delegate and alternate.

RES. #2016-75

WHEREAS Each year the Michigan Municipal League hosts an annual business meeting to discuss matters and to form policy related to local government, and

WHEREAS The City of Plymouth has an opportunity to designate a voting delegate and Alternate to the Business meeting.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby designate City Manager Paul Sincock as the voting delegate to the Michigan Municipal League Annual Convention for September of 2016.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby designate Municipal Services Director Chris Porman as the voting alternate to the Michigan Municipal league Annual Convention for September of 2016.

It was moved by Commissioner Pobur and seconded by Commissioner Wright for approval of the resolution.

MOTION PASSED 7 - 0

d) Authorization to Hire - City Manager Sincock explained to the City Commission that the City had an employee who was leaving to move to another State. The City Administration had conducted a review of the position and recommends replacing the position with another full time staff member. This hire would not be an increase in staffing, but a replacement of existing staff.

RES. #2016-76

WHEREAS The City Commission passed a hiring ordinance that requires that the City Administration seek prior and express approval before any full time hiring, and

WHEREAS The City Administration has requested prior and express approval for the hiring of an administrative assistant for the police department.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby grant prior and express approval for the hiring of a full time Police Department Administrative Assistant.

It was moved by Commissioner Valenti and seconded by Commissioner Wright for approval of the resolution.

MOTION PASSED 7 - 0

e) Sign Ordinance Amendment - 1st Reading - City Manager Sincock stated that the City Commission wanted to update the City's Sign Ordinance in order to come into compliance with the Supreme Court ruling on the Reed vs. Gilbert case, which indicates that municipal governments cannot regulate sign content. It was noted that due to heavy vacation schedules in August, that the Planning Commission had moved their regular meeting to August 24th and they had not had an opportunity to review the proposed changes and they would be holding the Public Hearing on that date as well.

There was a motion by Commissioner Pobur and it was seconded by Mayor Pro-Tem Wolcott to **table action on this item until the September 6, 2016 Regular City Commission Meeting**. There was no discussion on the tabling motion.

MOTION PASSED 6 - 1

REPORTS AND CORRESPONDENCE:

a) Goal Setting - There was a discussion of the City Commission related to the annual Goal Setting by the City Commission. Mayor Dwyer indicated that the City Commission may want to delete the goal related to development of a funding plan for Capital Improvements due to the overall financial situation of the City and that there is currently no funding available for these types of projects, in part due to the State of Michigan reducing revenue sharing with the local units of government.

RES. #2016-77

WHEREAS From time to time the City Commission sets goals for the City and updates those goals as well as reporting to the public on the status of those adopted goals; and

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth hereby removes the following Goal: Develop Funding Plan for future Capital Improvements.

It was moved by Commissioner Pobur and seconded by Commissioner Wright for approval of the resolution.

MOTION PASSED 7 - 0

Mayor Dwyer stated that the City Administration had provided a copy of the other goals that the City Commission had reviewed in January of this year. In addition, he indicated that there seemed to be two primary goals that the Commission should consider and one is dealing with the tree canopy and the second is to work collaboratively with the DDA related to parking issues.

Commissioner Suzi Deal asked if the Planning Commission is already working on the tree issues. Commissioner Wright indicated that he is the liaison with the Planning Commission and in fact they are reviewing the issue. City Manager Sincock stated that the City is a "Tree City USA" community and we have available model ordinances from that organization that may be of help on this matter.

Mayor Dwyer indicated that with either goal it will take members of the City Commission to work collaboratively with members of other Boards who are working on these issues. He went on to say that both he and Mayor Pro-Tem Wolcott are on the DDA and working on the parking issues.

RES. #2016-78

WHEREAS From time to time the City Commission sets goals for the City and updates those goals as well as reporting to the public on the status of those adopted goals.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth hereby adds the following Goal: Develop an Ordinance to help address and preserve the City's Tree Canopy.

A motion was made by Commissioner Pobur and seconded by Commissioner Wright for approval of the resolution.

MOTION PASSED 7 - 0

There was some continued discussion related to the potential goal related to parking and who would be the "Champions" of the various goals of the Commission.

RES. #2016-79

WHEREAS From time to time the City Commission sets goals for the City and updates those goals as well as reports to the public on the status of those adopted goals.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby add the following Goal: To work collaboratively with the DDA and other Boards, as needed related to parking issues, including, but not limited to the expansion of parking in the Downtown.

A motion was made by Commissioner Valenti and seconded by Commissioner Dalton for approval of the resolution.

MOTION PASSED 5 - 2

9) ADJOURNMENT

There being no further business to come before the City Commission it was moved by Mayor Pro-Tem Wolcott and seconded by Commissioner Pobur to Adjourn the Meeting.

MOTION PASSED 7 - 0

Daniel Dwyer
Mayor

Linda Langmesser
City Clerk

City of Plymouth SPECIAL EVENT APPLICATION

>> FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS <<

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.

Sponsoring Organization's Legal Name Living Peace Church
 Ph# 734/667-4821 Fax# _____ Email mail@livingpeacechurch.com Website Livingpeacechurch.com
 Address 684 Deer Street City Plymouth State MI Zip 48170
 Sponsoring Organization's Agent's Name Gary B. Copenhagen Title member of Leadership Team
 Ph# 734/981-6823 Fax# _____ Email Gary-Copenhagen@YAHOO.COM Cell# 734/673-9113
 Address 1845 Manton Blvd City CANTON State MI Zip 48187

Event Name THE United Nations International Day of Peace Awareness
 Event Purpose To create awareness of peace issues and ways to promote peace in our community
 Event Date(s) September 18, 2016
 Event Times 1:00 pm - 3:00 pm
 Event Location Kellogg Park
 What Kind Of Activities? Aids to promote peace in areas of stress and fear; origami craft
 What is the Highest Number of People You Expect in Attendance at Any One Time? 20-30
 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.)

At each corner of the park we plan to have a theme-station of an issue that robs people of personal peace: domestic violence, bullying, human trafficking and being a refugee. Each station will be "staffed" by two people with passion and knowledge about the issue. We will be available to dialog with anyone that wishes; will have some literature for anyone desiring more information.

We will have an origami craft at a table near the fountain. The story of the young Japanese girl who made origami cranes after the bombing of Hiroshima will be included.

There will be two or three writing surfaces for people to add their own thoughts and words.

Leading topics will be something like: What does peace mean to you?; Where can you be a peacemaker?; A place for memories of people and situations impacted by violence

A walking labyrinth on a folded canvas that can be used as a form of meditation.

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 Requested

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.** *(only signs during the event)*

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.

8/11/2016
Date

Gay B. Copenhaver
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 Living Peace Church (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 Int'l Day of Peace gathering (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 Gary B. Copenhagen

Date 8/15/2016

Witness Ta [Signature]

Date 8/15/2016

EVENT REVIEW

EVENT NAME: International Peace Awareness Day

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

MUNICIPAL SERVICES:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	(list reason for denial)	Initial <u>CP</u>
\$250 Bathroom Cleaning Fee Per Day of Event?	YES <input type="checkbox"/>	NO <input type="checkbox"/>		
Regular Time Costs:	\$	Overtime Costs:	\$	Equipment & Materials Costs: \$

NO SERVICES NEEDED

POLICE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	(list reason for denial)	Initial <u>guc</u>
Regular Time Costs:	\$	Overtime Costs:	\$ <u>0</u>	Equipment & Materials Costs: \$

NO SERVICES NEEDED

* AREA AROUND FOUNTAIN WILL BE CLOSED *

FIRE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	(list reason for denial)	Initial <u>90</u>
Regular Time Costs:	\$	Overtime Costs:	\$	Equipment & Materials Costs: \$

no services needed

HVA:	Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	(list reason for denial)	Initial
Regular Time Costs:	\$	Overtime Costs:	\$	Equipment & Materials Costs: \$

DDA:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	(list reason for denial)	Initial <u>SBP</u>
Regular Time Costs:	\$	Overtime Costs:	\$ <u>0</u>	Equipment & Materials Costs: \$

PARK WILL BE CLOSED

RISK MANAGEMENT:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	(list reason for denial)	Initial <u>MO</u>
Class I – Low Hazard	<input checked="" type="checkbox"/>			
Class II – Moderate Hazard	<input type="checkbox"/>		CERTIFICATE OF INSURANCE NEEDED PRIOR TO EVENT	
Class III – High Hazard	<input type="checkbox"/>		Naming City of Plymouth as 'Additional Insured'	
Class IV – Severe Hazard	<input type="checkbox"/>		<u>Cannot be located in any construction areas.</u>	

* park may be inaccessible due to construction

APPROVED: _____ NOT APPROVED: _____ DATE: _____

SITE FEE APPLIED TO ALL EVENTS

City of Plymouth SPECIAL EVENT APPLICATION

>> FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS <<

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.

Sponsoring Organization's Legal Name Wayne County Parks

Ph# 734-261-1990 Fax# 734-261-0195 Email _____ Website www.parks.waynecounty.com

Address 33175 Ann Arbor Trail City Westland State MI Zip 48195

Sponsoring Organization's Agent's Name Kim Healy Title Recreation Manager

Ph# 734-261-9097 Fax# 734-427-7689 Email khealy@waynecounty.com Cell# 313-213-2298

Address 33175 Ann Arbor Trail City Westland State MI Zip 48195

Event Name Heroes on Hines Half Marathon and 5k Run

Event Purpose To help support First Responders Memorial in Hines Park

Event Date(s) Saturday, October 1, 2016

Event Times 8:00 am - 12:00 pm

Event Location See below

What Kind Of Activities? Half Marathon / 5k Run

What is the Highest Number of People You Expect in Attendance at Any One Time? 3000

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.)

Everything will be the same as the previous years.
Attached to the Run Book Map showing the affected
areas inside the City of Plymouth (see pages 5-8)

No city services required. Wayne County Parks Sheriff
and Staff will handle all closures and setups
and take downs.

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):

*Usually
1st Saturday in October*

Next year's specific dates:

September 30, 2017

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 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.

6-29-16
Date

Kim Healy
Signature of Sponsoring Organization's Agent

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

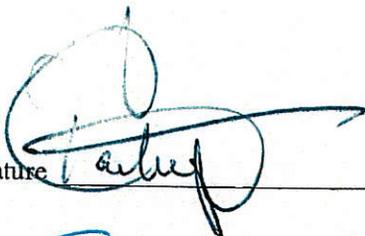
**City Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170**

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Wayne County Park (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 Hererson Hines (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 8/15/18

Witness  _____

Date 8/15/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2016

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 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 STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825		CONTACT NAME: Margaret M. Mayers PHONE (A/C, No, Ext): (260) 467-5689 FAX (A/C, No): (260) 467-5691 E-MAIL ADDRESS: margaret.mayers@starfinancial.com	
INSURED Road Runners Club of America/2016 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A National Casualty Company NAIC # 11991 INSURER B Nationwide Life Insurance Co. 66869 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2016 \$1M A.I.

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			KRO0000005887400	12/31/2015 12:01 AM	12/31/2016 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Legal Liability to Participant \$1,000,000						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ Unlimited
	OTHER:			Abuse & Molestation			PRODUCTS - COMP/OP AGG \$ 1,000,000
				Aggregate \$5,000,000			Abuse & Molestation \$ 500,000
A	AUTOMOBILE LIABILITY			KRO0000005887400	12/31/2015 12:01 AM	12/31/2016 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			SPX0000027201500	12/31/2015 12:01 AM	12/31/2016 12:01 AM	Excess Medical \$10,000 AD & Specific Loss \$2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 10/01/16 Heroes on Hines Half Marathon INSURED RRCA CLUB/EVENT MEMBER: Friends of Wayne County Parks, Att'n: Kim Healy, 33175 Ann Arbor Trail, Westland, MI 48185

CERTIFICATE HOLDER**CANCELLATION**

10/01/16 City of Plymouth
201 S. Main Street
Plymouth, MI 48170

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

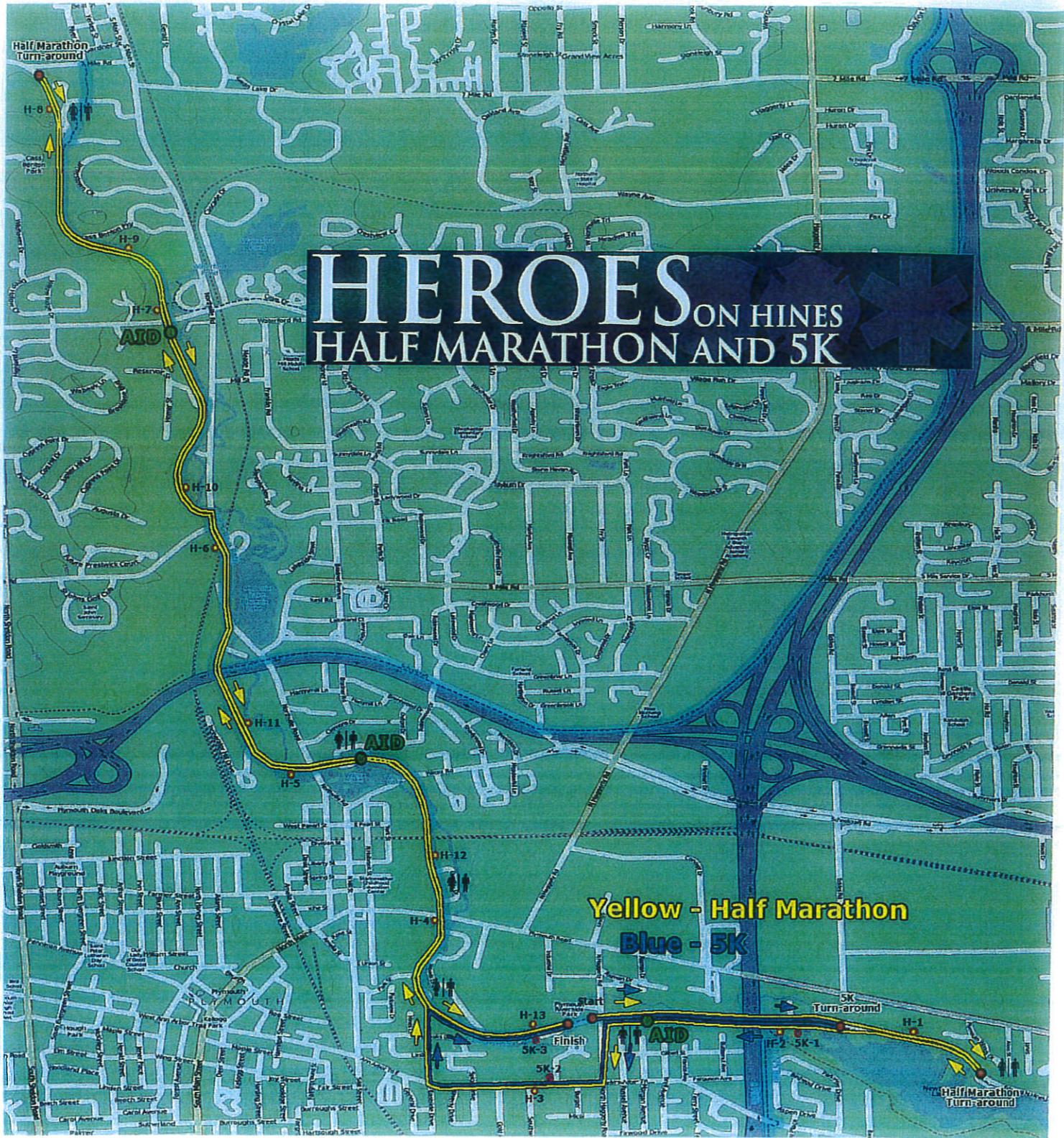
AUTHORIZED REPRESENTATIVE

Terry Diller/MMA

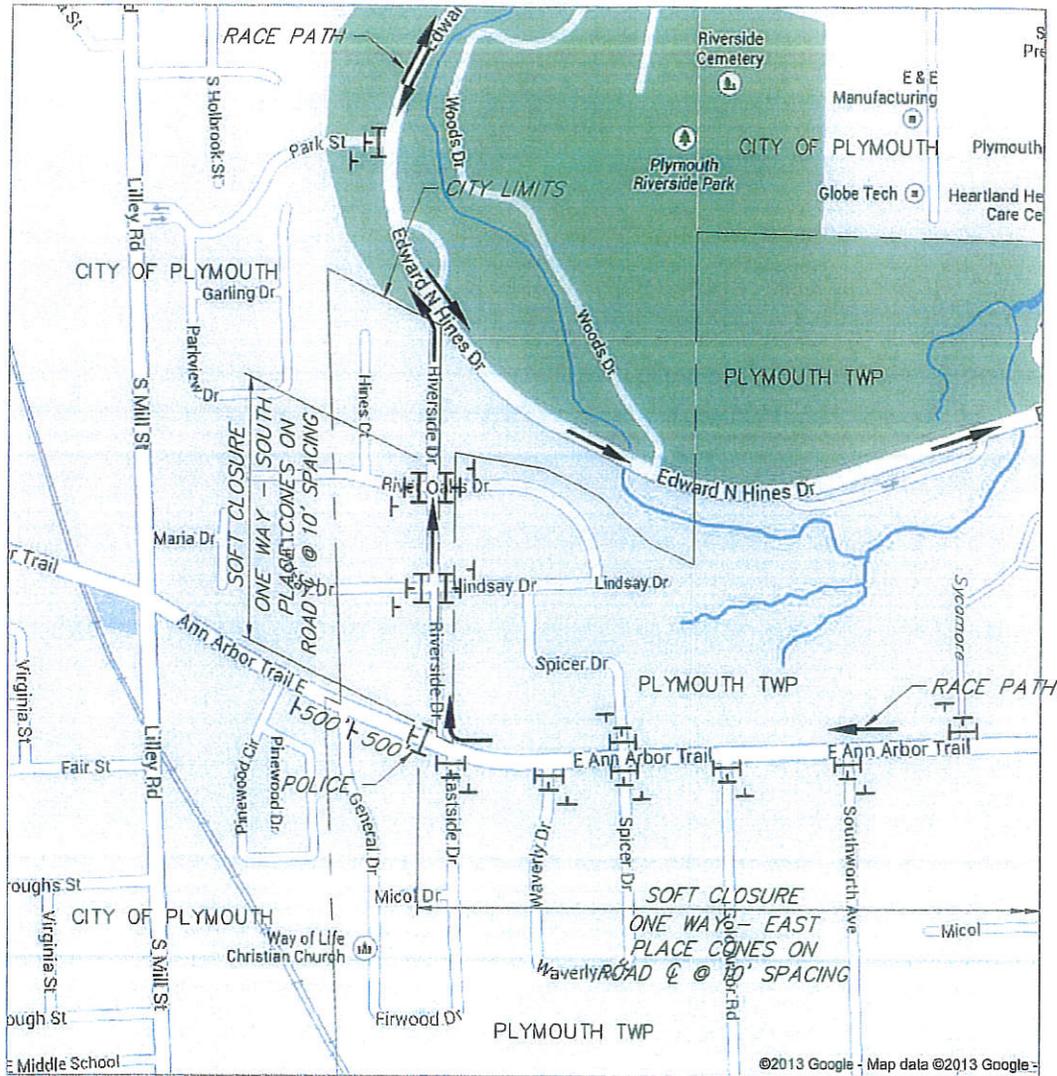
Terry R. Diller, CPCU

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HEROES ON HINES HALF MARATHON AND 5K



NOT TO SCALE

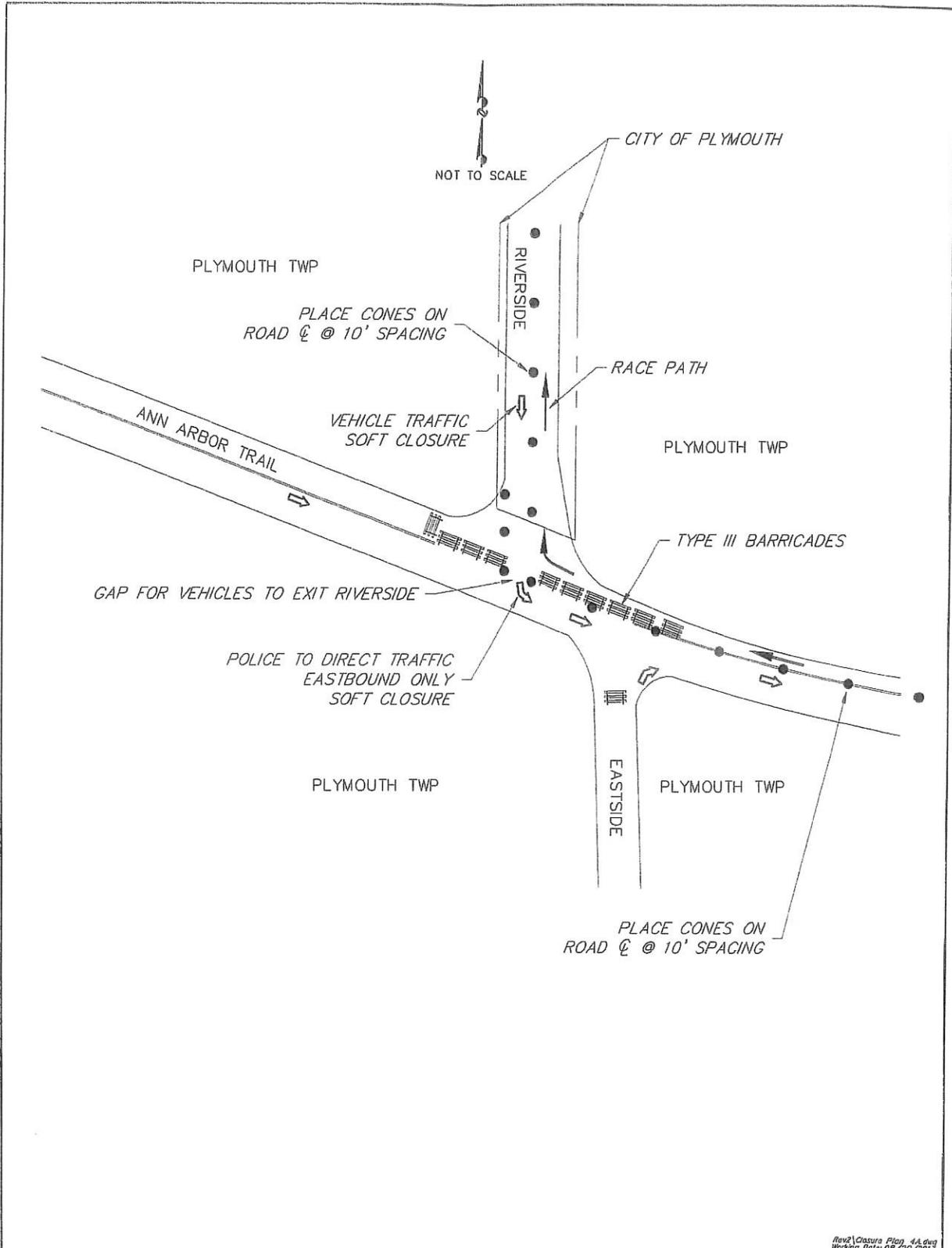


WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES
ROADS DIVISION

**E.N. HINES DRIVE
HEROES ON HINES MARATHON
CLOSURE PLAN - 4**

Rev2 Closure Plan 4.dwg
Working Date: 08/20/2013

COUNTY PROJECT



REVISIONS

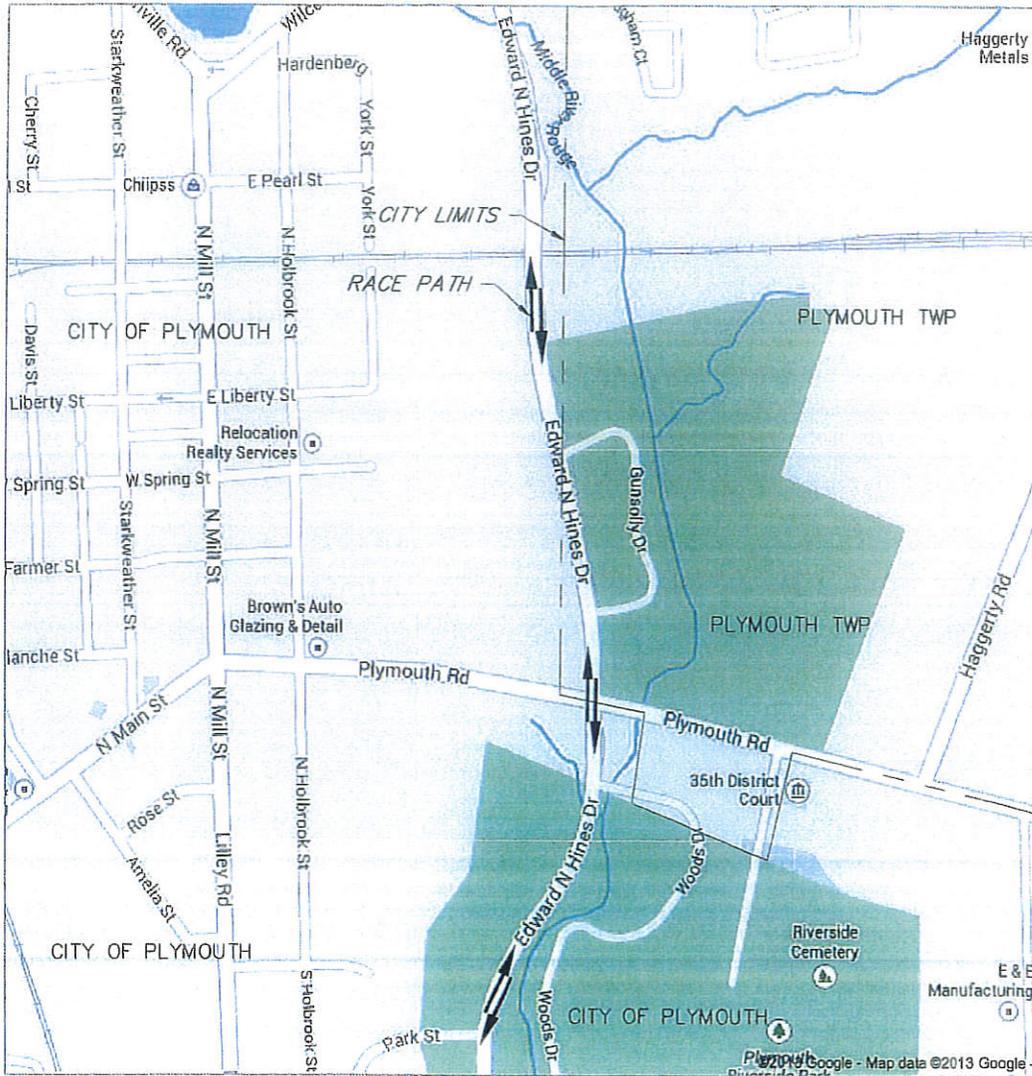
WAYNE COUNTY DEPARTMENT
OF PUBLIC SERVICES
ROADS DIVISION

E.N. HINES DRIVE
HEROES ON HINES MARATHON
CLOSURE PLAN DETAIL

COUNTY PROJECT

Rev: Closure Plan_AA.dwg
Working Date: 05/20/2013


 NOT TO SCALE



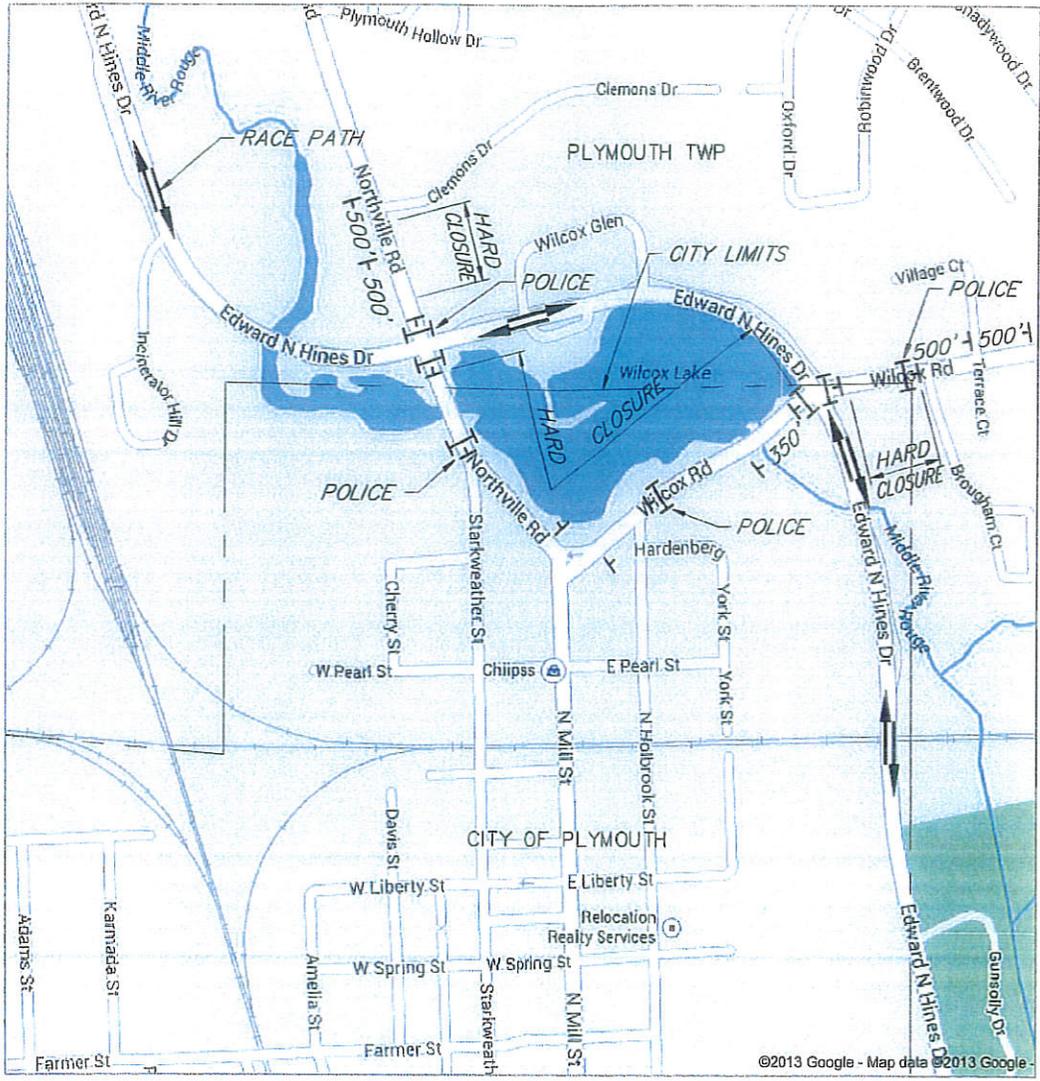
REV:SCNS

WAYNE COUNTY DEPARTMENT
OF PUBLIC SERVICES
ROADS DIVISION

E.N. HINES DRIVE
HEROES ON HINES MARATHON
CLOSURE PLAN - 5

COUNTY PROJECT

NOT TO SCALE



©2013 Google - Map data ©2013 Google -

Rev2\Closure Plan 6.dwg
Working Date: 08/20/2013

REVISIONS	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES ROADS DIVISION	E.N. HINES DRIVE HEROES ON HINES MARATHON CLOSURE PLAN - 6	COUNTY PROJECT
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EVENT REVIEW

EVENT NAME: Heroes on Hires

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

MUNICIPAL SERVICES:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>CD</u>
----------------------------	--	--	-------------------

\$250 Bathroom Cleaning Fee Per Day of Event? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Regular Time \$	Overtime Costs: \$	Equipment & Materials Costs: \$
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NO SERVICES NEEDED

POLICE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>gpc</u>
----------------	--	--	--------------------

Regular Time \$	Overtime Costs: \$ <u>0</u>	Equipment & Materials Costs: \$
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NO SERVICES NEEDED

FIRE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>gpc</u>
--------------	--	--	--------------------

Regular Time \$ <u>0</u>	Overtime Costs: \$	Equipment & Materials Costs: \$
--------------------------	--------------------	---------------------------------

No Service Needed

HVA:	Approved <input type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial
-------------	-----------------------------------	--	---------

Regular Time \$	Overtime Costs: \$	Equipment & Materials Costs: \$
-----------------	--------------------	---------------------------------

DDA:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>TB</u>
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Regular Time \$ <u>0</u>	Overtime Costs: \$	Equipment & Materials Costs: \$
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RISK MANAGEMENT:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>MMB</u>
-------------------------	--	--	--------------------

Class I – Low Hazard <input type="checkbox"/>	<p>CERTIFICATE OF INSURANCE NEEDED PRIOR TO EVENT</p> <p>Naming City of Plymouth as 'Additional Insured'</p>
Class II – Moderate Hazard <input checked="" type="checkbox"/>	
Class III – High Hazard <input type="checkbox"/>	
Class IV – Severe Hazard <input type="checkbox"/>	

APPROVED: _____ NOT APPROVED: _____ DATE: _____

SITE FEE APPLIED TO ALL EVENTS

City of Plymouth SPECIAL EVENT APPLICATION

>> FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS <<

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.

Sponsoring Organization's Legal Name Knights of Columbus 3292
 Ph# (734) 453-3966 Fax# _____ Email _____ Website _____
 Address 150 Fair St. City Plymouth State Mi. Zip 48170
 Sponsoring Organization's Agent's Name Eric Tatzkay Title Event Coordinator
 Ph# 734 536-0717 Fax# _____ Email etatzkay@wowway.com Cell# 734 536-0717
 Address 40418 Pinetree Drive City Plymouth State Mi. Zip 48170

Event Name M. I Drive
 Event Purpose To raise money for the physically and mentally impaired
 Event Date(s) 10-7-2016 to 10-8-2016
 Event Times 9am to 4pm both days
 Event Location corners of some streets and in front of some businesses
 What Kind Of Activities? collecting ^{money} and handing out tootsie rolls
 What is the Highest Number of People You Expect in Attendance at Any One Time? N/A
 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.)

We will have people on street corners and store fronts collecting money for the mentally and physically impaired.

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)

N/A

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.

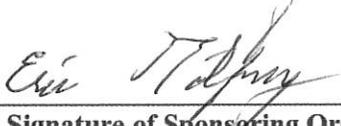
9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?
YES NO

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.

8-22-16
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 Knights of Columbus 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 M.I. 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 Eric Doherty

Date 8-22-2016

Witness _____

Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2016

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 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 DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: lionsclubs@dspins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667
INSURED Plymouth Lions Club Plymouth Michigan	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDOG27856202	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH09044966	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

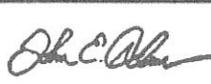
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Candy Cane Drive held November 11th & 12th 2016

City of Plymouth is included as an Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the Insured shown above and not out of the sole negligence of said additional insured.

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER**CANCELLATION**

City of Plymouth 201 S. Main Plymouth Michigan 48170	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 

© 1988-2010 ACORD CORPORATION. All rights reserved.

EVENT REVIEW

EVENT NAME: M.I. DRIVE - KofC

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

MUNICIPAL SERVICES:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>CP</u>
----------------------------	--	--	-------------------

\$250 Bathroom Cleaning Fee Per Day of Event? YES <input type="checkbox"/> NO <input type="checkbox"/>		
Regular Time \$	Overtime Costs: \$	Equipment & Materials Costs: \$

NO SERVICES NEEDED

POLICE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>goc</u>
----------------	--	--	--------------------

Regular Time \$	Overtime Costs: \$	Equipment & Materials Costs: \$
-----------------	--------------------	---------------------------------

NO SERVICES NEEDED

"MAY NOT BE IN THE ROADWAY"

FIRE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>gc</u>
--------------	--	--	-------------------

Regular Time \$	Overtime Costs: \$	Equipment & Materials Costs: \$
-----------------	--------------------	---------------------------------

No Services Needed

HVA:	Approved <input type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial
-------------	-----------------------------------	--	---------

Regular Time \$	Overtime Costs: \$	Equipment & Materials Costs: \$
-----------------	--------------------	---------------------------------

DDA:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>TB</u>
-------------	--	--	-------------------

Regular Time \$ <u>0</u>	Overtime Costs: \$	Equipment & Materials Costs: \$
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RISK MANAGEMENT:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>MB</u>
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Class I – Low Hazard <input checked="" type="checkbox"/>	CERTIFICATE OF INSURANCE NEEDED PRIOR TO EVENT Naming City of Plymouth as 'Additional Insured' <u>CANNOT BE IN STREETS</u>
Class II – Moderate Hazard <input type="checkbox"/>	
Class III – High Hazard <input type="checkbox"/>	
Class IV – Severe Hazard <input type="checkbox"/>	

APPROVED: _____ NOT APPROVED: _____ DATE: _____

SITE FEE APPLIED TO ALL EVENTS

City of Plymouth SPECIAL EVENT APPLICATION

>> FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS <<

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.

Sponsoring Organization's Legal Name HEART BEAT of PLYMOUTH

Ph# 734-453-6464 Fax# _____ Email jerry.smith@fpcp.net Website _____

Address 701 CHURCH ST. City PLYMOUTH State Mi Zip 48170

Sponsoring Organization's Agent's Name JERRY SMITH Title _____

Ph# see above Fax# _____ Email _____ Cell# _____

Address _____ City _____ State _____ Zip _____

Event Name CAROL SING

Event Purpose Community Carol Sing

Event Date(s) SUNDAY, DEC. 18, 2016

Event Times 4:00 P.M.

Event Location SOUTHWEST CORNER, KELLOGG PARK

What Kind Of Activities? SINGING

What is the Highest Number of People You Expect in Attendance at Any One Time? 250

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.)

This is a Community Sing-along hosted by Plymouth's Heartbeat organization. The local Salvation Army Band will lead us in singing Christmas carols and songs for approximately 45 minutes.

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:

Sunday before Christmas
December 17

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:

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.

August 11, 2016
Date

Jimmy Smith
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 Heartbeat of Plymouth (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 Card Song (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 Jenny Smith
Witness _____

Date 8/11/16
Date _____

EVENT REVIEW

FPCP

EVENT NAME: Community Carol Sing

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

MUNICIPAL SERVICES:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	(list reason for denial)	Initial <u>GA</u>
\$250 Bathroom Cleaning Fee Per Day of Event?	YES <input type="checkbox"/>	NO <input type="checkbox"/>		
Regular Time Costs:	\$	Overtime Costs:	\$	Equipment & Materials Costs: \$
<u>NO SERVICES NEEDED</u>				

POLICE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	(list reason for denial)	Initial <u>dec</u>
Regular Time Costs:	\$	Overtime Costs:	\$	Equipment & Materials Costs: \$
<u>NO SERVICES NEEDED</u>				

FIRE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	(list reason for denial)	Initial <u>RL</u>
Regular Time Costs:	\$	Overtime Costs:	\$	Equipment & Materials Costs: \$
<u>No Services Needed</u>				

HVA:	Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	(list reason for denial)	Initial
Regular Time Costs:	\$	Overtime Costs:	\$	Equipment & Materials Costs: \$

DDA:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	(list reason for denial)	Initial <u>SAP</u>
Regular Time Costs:	\$	Overtime Costs:	\$	Equipment & Materials Costs: \$
<u>PARK WILL BE CLOSED</u>				

RISK MANAGEMENT:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	(list reason for denial)	Initial <u>MY</u>
Class I – Low Hazard	<input checked="" type="checkbox"/>			
Class II – Moderate Hazard	<input type="checkbox"/>			
Class III – High Hazard	<input type="checkbox"/>			
Class IV – Severe Hazard	<input type="checkbox"/>			
CERTIFICATE OF INSURANCE NEEDED PRIOR TO EVENT				
Naming City of Plymouth as 'Additional Insured'				
<u>Cannot be in any construction areas.</u>				
<u>Park may be inaccessible due to construction.</u>				

APPROVED: _____ NOT APPROVED: _____ DATE: _____

SITE FEE APPLIED TO ALL EVENTS

City of Plymouth SPECIAL EVENT APPLICATION

>> FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS <<

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.

Sponsoring Organization's Legal Name Plymouth Community Chamber of Commerce

Ph# 734-453-1540 Fax# 734-404-6026 Email admin@plymouthmich.org Website www.plymouthmich.org

Address 850 W. Ann Arbor Trail City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Mary Nyhus Title Event Manager

Ph# same Fax# same Email same Cell# _____

Address same City _____ State _____ Zip _____

Event Name Christmas In Plymouth

Event Purpose To promote the Christmas Holiday in Downtown Plymouth

Event Date(s) December 8, 2106

Event Times 5 to 9 pm

Event Location Downtown Plymouth

What Kind Of Activities? Shopping, Carriage Rides, Reindeer, and Strolling Entertainment

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

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.)

An evening for local residents to spend time shopping and dining in Plymouth and to celebrate a quaint, old-fashion Christmas.

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 _____

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:

The event lasts more than the 2-3 hour parking limit. _____

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.

August 17, 2016

Date

Mary Nykus

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

Plymouth Community

The Chamber of Commerce (*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 Christmas in Plymouth (*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 Mary Nykus

Date August 17, 2016

Witness Douglas Wallace

Date August 17, 2016

EVENT REVIEW

EVENT NAME: Christmas in Plymouth
(note: all fees are only initial estimates and can increase upon assessment of services after the close of the event).

MUNICIPAL SERVICES:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>CP</u>
\$250 Bathroom Cleaning Fee Per Day of Event? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Regular Time Costs: \$	Overtime Costs: \$	Equipment & Materials Costs: \$	
<u>NO SERVICES NEEDED</u>			

POLICE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>ac</u>
Regular Time Costs: \$			
Overtime Costs: \$			
Equipment & Materials Costs: \$			
<u>NO SERVICES NEEDED</u>			

FIRE:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>dl</u>
Regular Time Costs: \$			
Overtime Costs: \$			
Equipment & Materials Costs: \$			
<u>NO Services Required</u>			

HVA:	Approved <input type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial
Regular Time Costs: \$			
Overtime Costs: \$			
Equipment & Materials Costs: \$			

DDA:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>TB</u>
Regular Time Costs: \$			
Overtime Costs: \$			
Equipment & Materials Costs: \$			

RISK MANAGEMENT:	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial <u>ME</u>
Class I – Low Hazard <input checked="" type="checkbox"/>	CERTIFICATE OF INSURANCE NEEDED PRIOR TO EVENT Naming City of Plymouth as 'Additional Insured'		
Class II – Moderate Hazard <input type="checkbox"/>			
Class III – High Hazard <input type="checkbox"/>			
Class IV – Severe Hazard <input type="checkbox"/>			

APPROVED: _____ NOT APPROVED: _____ DATE: _____

SITE FEE APPLIED TO ALL EVENTS

CITY OF PLYMOUTH
201 S. MAIN
PLYMOUTH, MI 48170
www.ci.plymouth.mi.us

ADMINISTRATIVE RECOMMENDATION

To: Mayor & City Commission
From: Paul J. Sincock – City Manager
CC: S:\MANAGER\Sincock Files\Memorandum - Dog Ordinance Update Final Reading 09-06-16.doc
Date: 8/25/2016
Re: Dog Ordinance Update - Final Reading

BACKGROUND:

The City Commission last updated the "Dog" Ordinance back in 2008. At that time the Commission had received a significant amount of material related to potentially changing the City's Ordinance as it relates to dogs. At that time the City Commission directed the City Attorney to review the then current dog ordinance and provide the City Commission with options as it relates to the dog issue. The City Attorney spent a lot of time on this matter and provided the City Commission with six different options ranging from doing nothing to adopting an Ordinance which would ban all dogs in the City. The City Commission eventually adopted an Ordinance which amended our Ordinance and attempt to put in place a process which would help deal with problematic dogs.

The City Commission asked that the Ordinance be revised to make Dog Ordinance Violations a Civil Infraction only. The Police Chief also advises against a blanket change in the Ordinance for the entire chapter. By adopting a blanket change the Commission would make every offense including, but not limited to: Cruelty to animal and poisoning of animals a simple civil infraction. The Chief suggests that the City Commission may want to make Running At Large portion of the Ordinance a Civil Infraction. The City Commission at the First Reading also wanted to add failure to obtain a license as a Civil Infraction and we have updated the Proposed Ordinance Change to reflect the City Commission's comments related to this matter.

RECOMMENDATION:

The City Commission wants to update the City's current dog Ordinance by changing Section 14 - 8, 14-14 and 14-23. This change would make Failure to License and Dogs Running At Large a Civil Infraction, while all other violations of the Ordinance are misdemeanor charges. The proposed Ordinance responds to problematic dogs running at large and the failure to license issue.

If the City Commission chooses to proceed along this path this will be the final reading of the Ordinance with publication thereafter.

We have attached a copy of the proposed Ordinance as well as 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 either Bob Marzano or myself.

- **Sec. 14-8. - License required.**

Every person owning, possessing, or harboring a *dog* of the age of four months or more, shall apply to the city clerk for a license on an annual basis. The license, if approved, shall be issued to the applicant. No license shall be issued to any applicant who fails to comply with the requirements of this article. All applications for a *dog* license must be filed with the city clerk within 30 days of taking of possession of real property in the city, obtaining a new *dog* for which a license is required, or by January 1 of each year if such *dog* resided within the city and currently has a valid *dog* license from the city. ***Violation of this section shall be a civil infraction subject to a fine of not more than \$500.00 plus costs of prosecution.***

- **Sec. 14-14. - Running at large.**

No person owning, possessing, or harboring any dog shall allow such dog to run at large at any time. The chief of police or any authorized representative of the police department may destroy any stray dog, any apparent dangerous dog, or any dog not held by a leash found in any street, alley, commons, public space within the city, open space within the city, or in any persons yard other than that of the owner of the dog. The chief of police or any authorized representative of the police department should first make a reasonable effort to catch and impound any dog in violation of this section before destroying said dog unless doing so would place the police officer and/or the public in any apparent danger. ***Violation of this section shall be a civil infraction subject to a fine of not more than \$500.00 plus costs of prosecution.***

- **Sec. 14-23. - Violations.**

Unless stated otherwise within a section, violation of any provision of this chapter shall be punishable by a fine of not more than \$500.00, or imprisonment for not to exceed 30 days, or by both such fine and imprisonment, plus costs of prosecution.

RESOLUTION

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

WHEREAS The City of Plymouth for the health, safety and welfare of its citizens has
Previously established an Ordinance related to the care and control of dogs, and

WHEREAS From time to time it is necessary to update Ordinances.

NOW THEREFORE BE IT RESOLVED THAT an Ordinance to AMEND ARTICLE II CHAPTER 14, DOGS, by updating Section 14 - 14 and 14 - 23 as outlined here:

14 - 8 - Add the word -Violation of this section shall be a civil infraction subject to a fine of not more than \$500 plus the costs of prosecution.

14 - 14 - Add the words -Violation of this section shall be a civil infraction subject to a fine of not more than \$500 plus costs of prosecution.

14- 23 - Add the words - Unless stated otherwise within a section,.....

IS HEREBY ADOPTED IN PRINTED FORM FOR ITS FINAL READING.

CITY OF PLYMOUTH
201 S. MAIN
PLYMOUTH, MI
48170
www.ci.plymouth.mi.us

ADMINISTRATIVE BACKGROUND

To: Mayor & City Commission
From: Paul J. Sincock – City Manager
CC: S:\MANAGER\Sincock Files\Memorandum - Sign Ordinance Revision First Reading 09-06-16.doc
Date: 9/1/2016
Re: Tabled from 08-15-16 - First Reading of Sign Ordinance Revision

The City Commission has indicated that they want to make revisions to the City's Sign Ordinance to insure that we are in compliance with the relatively recent United States Supreme Court decision in the Reed vs. Gilbert decision. This item was tabled at the last City Commission in order to allow the Planning Commission the opportunity to hold the required Public Hearing on the Ordinance Amendment.

The Commission will recall the discussion of the Supreme Court decision which indicated that any content based restriction is not allowed. The Supreme Court ruling has allowed local units of government to be able to regulate the types of signs (*i.e. Electric Display*), the physical characteristics (*how big*) and to some extent the placement of signs. While the City has taken a policy for many years (*since October 2006*) not to attempt to regulate the content of a sign (*political, kids sports teams or otherwise*), we do not have an Ordinance that matches that policy and the Supreme Court ruling.

We should note that the Planning Commission held a Public Hearing on these revisions on August 24th and they took no formal action on the proposed changes. We have attached an informational memorandum from Community Development Director John Buzuvis indicating that the Public Hearing was held and that the outcome was a consensus to further review this matter at upcoming meetings.

The City Commission tabled the Ordinance changes at the August 15th Meeting to have the matter brought up again at this meeting. Should the City Commission choose to move forward with a First Reading, we have prepared a proposed Resolution for the City Commission to consider regarding this matter.

To fully adopt the Ordinance changes the City Commission must hold two readings of the Ordinance as the Public Hearing has already been held by the Planning Commission. If the City Commission adopts the First Reading on September 6th, the Second Reading can be held on September 19th. We have attached a proposed Resolution should the City Commission decide to move forward on the adoption.

Should you have any questions regarding this matter please feel free to contact me.

ADMINISTRATIVE INFORMATION

To: Paul Sincock, City Manager
From: John Buzuvis, Community Development Director 
CC: S:\DDA\Shared Files\John\Community Development\Ordinances
Date: 9/1/2016
Re: Sign Ordinance Revision

BACKGROUND:

At the request of the Mayor and City Commission the Planning Commission did post and hold a public hearing, on Wednesday August 24th, to review suggested amendments to the Sign Ordinance. The proposed amendments were presented to the Planning Commission by City Commissioner Dan Dalton. Public comment on the proposed amendments was limited to only one citizen comment related to what rules apply for “builders” signs and writing a sign ordinance without loopholes. Planning Commissioners also asked questions related to temporary signage and how, as stated in the draft ordinance, regulating “types” of signs is different from regulating the content of signage.

Commissioner Dalton provided the Planning Commission with a background on the need for the revisions being a recent Supreme Court of the United States (SCOTUS) ruling that the regulation of sign content through zoning ordinances is not constitutional. Commissioner Dalton engaged in discussion with the planning commission and answered some of their questions. At the conclusion of the public hearing the Planning Commission was of a consensus to further review the matter at upcoming meetings to gain a better understanding and continue the dialogue with Commissioner Dalton.

Please note that it has been the City's policy for the several years to NOT regulate signage based on content but rather size, type and location. Additionally, at this fall's Michigan Association of Planning conference two sessions are dedicated to “fixing” local sign ordinances to adhere to the SCOTUS decision(s). It appears that many municipalities are in the same situation with their signage ordinances as well.

Draft revision to Sign Ordinance: DPD 06 16 16

ARTICLE XIX. - SIGNS

Sec. 78-220. - Intent.

The intent of this article is to regulate the location, size, construction and manner of display of signs and outdoor advertising in order to minimize their harmful effects on the public health, safety and welfare and to balance the First Amendment concerns articulated by the United States Supreme Court in *Reed v. Gilbert* (2015). It is the intent of this Code to regulate many aspects of signs that have nothing to do with a sign's message, such as size, building materials, lighting, moving parts and portability. It is intended by this article to give recognition to the legitimate needs of business, industry and other activities, through appropriate guidelines, in attaining their identification and informational objectives. It is a basic tenet that failure to regulate them may lead to poor identification of neighboring businesses, deterioration and blight of the business and residential areas of the city, conflicts between different types of land use, and reduction in traffic safety to pedestrians and motorists.

(Ord. of 10-6-03)

Sec. 78-221. - Definitions.

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

Abandoned sign means a ~~sign which~~sign, which, for 90 days, fails to direct a person to or advertises a bona fide business, tenant, owner, product or activity conducted, or product available on the premises where such sign is displayed.

Accessory sign means a ~~sign which~~sign, which pertains to the principal use of the premises.

Advertising means the use of a sign to call the public's attention to goods or services for sale, or business' name and/or locations, so as to get them to buy or shop for those goods or services, at those businesses.

Area of sign means the total area included within the polygon caused by encompassing the outermost portions of the sign or around the outermost edges of a sign formed of letters or symbols only. An area so created shall include all solid surfaces as well as openings and shall include all sides serving as a sign surface. For canopy/awning signs only the logo and lettering area shall be used in calculating sign square footage.

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Awning sign (see canopy sign) means a sign which is printed or otherwise affixed to an awning which may be rolled or folded up against the wall to which it is attached.

Banner: Any sign of lightweight fabric or similar material that is attached to a pole or a building at one or more edges. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banners.

Bench sign means an advertising sign placed upon a bench or other seating structure.

Building sign: Any sign attached to any part of a building, as contrasted to a ground sign or a hanging sign. Building signs shall include the following types of signs as defined in this section: banner, canopy, projecting and wall.

Canopy sign means a sign which is part of or located on a canopy or awning which is attached to the building or structure they are intended to serve. Canopy signs shall also include internally illuminated translucent fabric awnings or fabric canopies which advertise goods or services.

Change of copy refers to the change of names, logos, symbols, or other graphic items of information, as long as the structural characteristics including size, shape, or frame is not modified.

Changeable copy sign: means a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the structural integrity of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this ordinance. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this ordinance.

Construct or erect means to build, construct, attach, hang, suspend, or affix.

Construction and/or real estate development signs means signs pertaining to projects or real estate developments under construction.

Directional sign means a sign which indicates the route or location of facilities, services, or activities which are of public interest, and signs denoting the direction of vehicular traffic.

Festoon sign means banners, pennants, incandescent light bulbs, or other such temporary features which are hung or strung overhead and which are not an integral, physical part of the building or structure they are intended to serve.

Flag: means any fabric or banner containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or other entity.

Flashing, animated or moving sign means a sign that has intermittently reflecting lights, or signs which have movement of any illumination such as intermittent, flashing, scintillating, or varying intensity, or a sign that has any visible portions in motion, either constantly or at intervals, whether caused by artificial or natural sources.

Ground sign means a sign supported by one or more upright brace or braces of reasonable size necessary to support such sign, permanently mounted in or upon the ground and in no way attached to a building structure.

Hanging sign means a sign for pedestrian traffic that is not supported by any means from the ground or sidewalk and which is fastened to or suspended from a structure.

Height. The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of:

- (1) Existing grade prior to construction; or
- (2) The newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purposes of locating the sign.

In cases where the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the zoning lot, whichever is lower.

Identification nameplate sign means a sign stating the name and/or address of a person or firm.

Inflatable sign means a sign, figure or object that is either expanded to its full dimensions or supported by gases contained within the sign, figure or object, or part, at a pressure greater than atmospheric pressure.

Interior window sign means window copy painted or otherwise attached to the interior window surface, or any sign hung so that its primary purpose is to be observed from outside the building.

Lawn extension means that area between the sidewalk and the curb.

Marquee sign means a display sign attached to or hung from a roof like structure projecting over an entrance and from and supported by a building, but not including canopy or awning signs.

Non-accessory sign means a sign which pertains to other than the principal use of the premises.

Nonconforming sign means any advertising structure or sign which was lawfully erected and maintained prior to the effective date of this ordinance and any amendments thereto, and which fails to conform to all applicable regulations and restrictions of this chapter.

Off-premises sign means a sign which contains a message unrelated to a business or profession conducted on the premises, or to a commodity, service or activity, not sold or offered upon the premises where such sign is located.

Political sign means a temporary sign, whose message relates to a candidate for political office, to a political party, to a political issue, or an ideological opinion.

Portable sign means a freestanding sign not permanently anchored or secured to either a building or the ground, such as, but not limited to trailers, "A" frame, "T" shaped sign, and wire frame structures.

Premises means any lot or parcel of land or building or site as otherwise used in this chapter.

Projecting wall sign means a sign panel and frame which projects from the wall at an angle of 90 degrees, by no more than four feet from the building, or 1/3 of the sidewalk width, whichever is less.

Public property means any land within the city that is not privately owned.

Public right-of-way means that area designated for public use by easement, dedication or otherwise, from one property line to another property line. As shown in the plat records of the city or recorded with the county register of deeds.

Real estate sign means a temporary sign placed upon a property advertising that the particular property it is placed upon is for sale, rent, or lease.

Roof sign means a sign which is erected, constructed, or maintained upon the roof or parapet of a building.

Sign means the use of a device to display any word, numeral, figure, device, letter, symbol, insignia, illustration, design, trademark, or combination of these by which information is made known to the general public and is visible from off the site or lot.

Sign setback means that where it is specified that a sign must be located a minimum or other certain distance from property lines or public rights-of-way, such distance will be measured from the portion of the sign structure nearest to the specified line. For purposes of these measurements, the property lines and public rights-of-way lines extend vertically and perpendicularly from the ground to infinity.

Temporary sign means any sign, regardless of size and materials that is not permanently fastened to any structure, including posts with permanent footings.

Vehicle business sign means a sign painted or attached to a vehicle which is parked or placed upon the owner's premises primarily for purposes of advertising the premises. Commercially licensed vehicles which are generally used daily off-site are not included in this definition.

Wall sign means a sign attached to, or placed flush against, the exterior wall or surface of any building, no portion of which projects more than 16 inches from the wall.

(Ord. of 10-6-03; Ord. No. 2005-08, § 2, 7-18-05; Ord. No. 2008-03, § 4, 8-4-08)

Sec. 78-222. - Violations and penalties.

It shall be unlawful for any person to erect, construct, maintain, enlarge, alter, move or convert any sign in the city, or cause or permit the same to be done, contrary to or in violation of any of the provisions of this article. It shall be unlawful to erect, construct,

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enlarge, alter, move or convert any sign regulated by this article, except a ~~sign which~~ sign which is permitted by the provisions of this article. Any person violating any of the provisions of this article shall be guilty of a civil infraction pursuant to section 78-382 of this chapter.

(Ord. of 10-6-03)

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Sec. 78-223. - Signs not permitted.

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All signs not expressly permitted in section 78-226 are prohibited. Examples of signs not permitted are:

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- (1) Abandoned sign;
- (2) Banner sign;
- (3) Bench sign;
- (4) Festoon sign;
- (5) Flashing, animated or moving sign;
- (6) Inflatable sign as defined;
- (7) Non-accessory sign;
- (8) Nonconforming sign;
- (9) Off-premises sign;
- (10) Portable sign;
- (11) Roof sign;
- (12) Vehicle sign; and
- (13) Any other type of sign not expressly permitted in section 78-226.

(Ord. of 10-6-03)

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~~Sec. 78-224. - Application of standards: exempt signs/temporary signs.~~

Comment [DD1]: This is all content based and needs to be removed.

~~The following signs are specifically exempt for the sign permit requirements but are subject to the following regulations and standards:~~

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- ~~(1) Business affiliation signs: Signs not exceeding a total of one square foot per business indicating acceptance of credit cards or describing business affiliations and are attached to a permitted sign, exterior wall, building entrance or window.~~
- ~~(2) Flags bearing the official design of a nation, state, municipality, educational institution, church or fraternal organization: Flags bearing only the official seal or emblem of a company or corporation are also exempted, provided they contain no other slogan, messages or graphics. A parcel or business site shall be limited to a maximum total of six of the above flags.~~

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- ~~(3) Gas station pump island signs: Located on the structural supports identifying "self-serve" and "full-serve" operations, provided that there is no business identification or advertising copy on such signs, that there are no more than two such signs per pump island and that such signs do not exceed two square feet in area.~~
- ~~(4) Historical marker: Plaques or signs describing state or national designation as a historic site or structure and/or containing narrative, not exceeding 12 square feet in area.~~
- ~~(5) Integral signs: Names of buildings, dates of erection, monumental citations, commemorative tablets when carved into stone, concrete or similar material or made of bronze, aluminum or other non-combustible material and made an integral part of the structure and not exceeding 25 square feet in area.~~
- ~~(6) Menu board: Up to two signs each no greater than 20 square feet which display menu items and may contain a communication system for placing food orders or other items at an approved drive-thru facility, provided such sign(s) is not in the front yard.~~
- ~~(7) Model signs: Temporary signs directing the public to a model home or unit, which do not exceed four square feet in area.~~
- ~~(8) Non-commercial signs: Signs containing non-commercial messages, such as those designating the location of public telephones, restrooms, restrictions on smoking and restrictions on building entrances, provided that such signs do not exceed two square feet in area.~~
- ~~(9) Owner/tenant signs: Address or occupant name and other signs of up to two square feet in area mounted on the wall of a commercial building.~~
- ~~(10) — Parking lot signs: Indicating restrictions on parking, when placed within a permitted parking lot, are a maximum of ten feet in height, and do not exceed six square feet in area.~~
- ~~(11) — Public signs: Signs of a non-commercial nature and in the interest of, erected by, or on the order of, a public officer or building official in the performance of public duty, such as directional signs, regulatory signs, warning signs, and informational signs.~~
- ~~(12) — Regulatory, directional and street signs: Erected by a public agency in compliance with Michigan Manual of Uniform Traffic Control Devices Manual.~~
- ~~(13) — Warning signs: such as no trespassing, warning of electrical currents or animals, provided that such signs do not exceed two square feet.~~

~~(Ord. of 10-6-03)~~

~~Sec. 78-225. - Required conditions in any use district.~~

~~The following conditions shall apply to all signs erected or located in any use district:~~

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- (1) Signs shall pertain only to the sale, rental, or use of the premises on which located, or to the goods sold or activities conducted thereon.
- (2) No sign shall be erected until approved by the building official and a permit issued ~~except that political, real estate, garage sale, yard sale and directional signs and those signs exempt under section 78-224, complying with the ordinance, will not require approval or permits.~~
- (3) Only signs established by city, county, state or federal government may be located in or project into public right-of-way or public property or lawn extensions, unless specifically provided otherwise herein.
- (4) Wall signs shall be displayed flat against the wall of the building. No signs shall be painted directly on a roof or wall.
- (5) In business, office and industrial districts, canopy or awning signs shall be considered to be wall signs and subject to the size limitation and placement regulations of wall signs.
- (6) Ground signs, real estate signs, political signs, garage sale signs, and temporary signs may have a maximum of two sides, each with the allowable area, and they shall be placed so as not to obstruct the clear vision of pedestrians, cyclists or motorists.
- (7) Directional signs shall not exceed two square feet per side nor exceed two sides, shall contain no advertising, except the business name or logo, and may be illuminated. Directional ground signs shall not exceed a maximum of two sides, nor a height of six feet, and may be located one at each driveway entrance.
- (8) Interior window signs shall not exceed 25 percent of the glass surface of the window area in which the sign is located; shall not require a permit; shall be permitted in addition to any permitted wall or ground sign; and shall be located only on the first floor front facade of the building. Buildings on a corner lot shall be permitted window signs on each road frontage.
- (9) Temporary signs for special civic events may be permitted by the city manager. Such signs shall not exceed four square feet in area per side or four feet in height and shall not be illuminated. Permission cannot be granted for a temporary sign for a commercial, industrial or private use.
- (10) Garage sale and yard sale signs with a maximum area of four square feet per side, and a maximum height of four feet, are permitted when located on the property where the event will occur or on other private property with that property owner's consent. Such signs must be removed immediately following the event they describe and are not permitted in commercial, industrial or office areas, i.e., properties zoned B-1, B-2, B-3, B-3A, O-1, I-1, I-2, and ARC.
- (11) Illuminated signs shall not interfere with the vision of pedestrians, cyclists, motorists or adjacent property owners, and shall not be of the flashing, moving or intermittent type.

Comment [DD2]: This may be problematic as it allows the discretion of one person to allow for a sign. I would delete the phrase – may be permitted by the City Manager.

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Comment [DD3]: I think we covered this an limited the number of signs for garage sales in the garage sale ordinance.

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(12) ~~One real estate sign~~ per premises shall be permitted, provided it shall not exceed four square feet per side in area or four feet in height, and shall be removed within seven days of the rental, lease or acceptance of offer to purchase.

Comment [DD4]: Content based- real estate
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(13) ~~Political signs~~ are permitted in any use district provided they do not exceed four square feet in area per side or four feet in height.

Comment [DD5]: Political signs – content based

(14) Construction and/or real estate development signs are permitted only on the premises upon which the construction or development is taking place. The permitted sign may be erected only after a building permit for the project has been issued and shall be removed when 51 percent of the units or square footage of the project are occupied, whichever occurs first. The location, size, height, setbacks, type and number of signs shall be the same as required for business districts.

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(15) For purposes of identification by emergency personnel (fire, police, EMS) all businesses, offices, industrial buildings, apartment complexes, or residences either multiple- or single-family, shall prominently display on the front side (facing the street) of their building or upon freestanding signs or entranceways to all buildings, their street address. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). If the residence or business cannot be seen from the street, an additional street address sign shall be displayed in an area where it can be seen from the street. In all residences with more than one unit, such as apartments, each individual unit shall be clearly marked.

(Ord. of 10-6-03; Ord. No. 2008-03, § 5, 8-4-08)

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Sec. 78-226. - Signs permitted.

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The following signs are permitted subject to compliance with the requirements in this article:

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- (1) Canopy/awning sign;
- (2) Directional sign;
- (3) Garage and yard sale sign;
- (4) Ground sign;
- (5) Interior window sign;
- (6) Political sign;
- (7) Real estate sign;
- (8) Temporary sign;
- (9) Wall sign;

- (10) Construction and/or real estate development signs;
and
- (11) Projecting wall sign, and;
- (12) Signs advertising religious services.

(Ord. of 10-6-03)

Sec. 78-227. - Measurement.

(a) Sign area. Sign area shall be computed as follows:

- (1) General requirements. Where a sign consists of a generally flat surface or sign face on which lettering and other information is affixed, the sign area shall be computed by measuring the entire face of the sign including any framing or borders.
- (2) Individual letters. Where a sign consists of individual letters and logo affixed directly to a building, the area of the sign shall be computed by measuring the area of the envelope required to enclose the lettering and logo.
- (3) Freestanding sign. The area of a double-faced freestanding sign shall be computed using only one face of the sign provided that: 1) the outline and dimensions of both faces are identical, and 2) the faces are back-to-back so that only one face is visible from any given direction.
- (4) Ground sign. The area of a ground sign shall be computed by measuring the entire vertical surface of a face upon which the letters and logo are attached. In the case of a multi-faced ground sign, the area of the sign shall be computed using only one face of the sign.
- (5) Cylindrical sign. The area of a cylindrical ground sign shall be computed by multiplying the circumference of the cylinder by its height.
- (6) Temporary signs. All signs on property located in the zoning district advertising real estate sales, leasing, rent; political signs; signs adverting religious services or messages, shall be permitted, provided it shall not exceed four square feet per side in area or four feet in height, and shall be limited to days.

(b) Setback and distance measurements. The following guidelines shall be used to determine compliance with setback and distance measurements:

- (1) The distance between two signs shall be measured along a straight horizontal line that represents the shortest distance between the two signs.
- (2) The distance between a sign and a parking lot or building shall be measured along a straight horizontal line that represents the shortest distance between the outer edge of the parking lot or building.

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Comment [DD6]: The number of days for all signs needs to be content neutral. If you are allowing real estate signs for 30 days, all other signs need be 30 days as well.

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- (3) The distance between a sign and a property line shall be measured along a straight horizontal line that represents the shortest distance between the sign and the property line.

(Ord. of 10-6-03)

Sec. 78-228. - Ground signs.

(a) General requirements. (The following regulations shall apply to all ground signs except for ground signs located in the ARC Zoning District which shall be governed by section 78-169.)

- (1) Within all non-residential zoning districts including non-residential uses contained in the MU mixed use district, only one ground sign shall be permitted per zoning lot. If the frontage of a zoning lot exceeds 400 linear feet two such ground signs may be permitted. One additional ground sign may be permitted at a secondary entrance if it is not located on the same street as the primary entrance. Maximum sign area is provided in "Table A" found in the following pages.
- (2) Within all residential zoning districts including residential uses contained in the MU mixed use district, only one ground sign shall be permitted at the primary entrance for the purpose of identifying a subdivision, site condominium, multiple family development, or mobile home park.
- (3) Within all residential zoning districts, only one ground sign shall be permitted per zoning lot for the purpose of identifying a non-residential special land use. One additional ground sign may be permitted at a secondary entrance if it is not located on the same street as the primary entrance. Maximum area is provided in "Table A" below.
- (4) One freestanding identification sign stating the name of a business center and major tenants therein may be erected for a shopping center, office park, industrial park or other integrated group of stores, commercial buildings, office buildings or industrial buildings. The sign area shall not exceed 32 square feet in area. Such signs may be up to eight feet in height. If the lot fronts on two or more collector or arterial streets one such sign may be permitted for each frontage.
- (5) Within all PUD districts, the number and size and location of ground signs shall be determined by the intended use of the premises, subject to the review and approval of the city during PUD plan review.
- (6) All ground signs shall be set back a minimum of five feet from all road rights-of-way and shall be located no closer than five feet from the edge of the principal entrance driveway and all property lines.
- (7) The support structure for a ground sign shall not exceed 25 percent of the maximum permissible area of the sign measured by viewing the elevation of the sign perpendicular to the sign face, unless otherwise approved during the site plan review process.

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(b) Maximum height and area requirements for ground signs shall be applied within each zoning district according to the following schedule. The maximum height and area for ground signs within business centers are pursuant to paragraph (a)(4) above:

Table A. Ground Signs/Allowable Height and Maximum Area

District	Max. Height (ft.)	Maximum Area (sq. ft.)	
		Per Side	Total
*R-1	4	18	36
*RT-1	4	18	36
*RM-1	6	25	50
*RM-2	6	25	50
O-1	8	25	50
O-2	8	25	50
B-1	8	25	50
B-2	15	25	50
B-3	15	25	50
I-1	6	25	50
I-2	6	25	50
MU	4	18	36
ARC	Subject to the standards of Section 78-169.		

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*Ground signs permitted in these districts are for non-residential special uses permitted in the residential districts. Home occupation and bed and breakfast are not permitted ground signs.

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Comment [DD7]: Content based – home occupation and bed and breakfast

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(Ord. of 10-6-03)

Sec. 78-229. - Building signs/wall signs.

(a) General requirements: (The following regulations shall apply to all building signs/wall signs except for such signs located in the ARC Zoning District which shall be governed by Section 78-169.)

- (1) Within all non-residential zoning districts, a combination of building signs may be established not to exceed the maximum sign area per "Table B" for each zoning lot (for a single business). Signs for multiple tenant shopping centers shall not exceed 25 square feet.
- (2) For each single-family or two-family dwelling unit, with a separate means of ingress and egress, one wall sign not exceeding two square feet in area per unit, indicating the name and/or address of the occupant, home occupation or bed and breakfast operation is permitted. Home occupation and bed and breakfast operations shall not be permitted individual ground signs.
- (3) Within all PUD districts, the number and size of wall signs shall be determined by the intended use of the premises, subject to the review and approval of the city, during PUD plan review.
- (4) One projecting sign may be permitted for each first-floor business within the B-2 central business district. The projecting sign may be a maximum of eight sq. ft. in area (each side) and shall be included in the total amount of signs permitted for the subject building. Changeable copy shall not be permitted as a part of projecting signs. Projecting signs must provide a clear distance of eight feet from the sidewalk and ten feet from any driveway. The leading edge of a projecting sign shall not extend more than four feet from the face of the building that it is attached to. Wall signs or awning signs shall not be permitted in conjunction with a projecting sign. Projecting signs shall be spaced at least 25 feet apart and shall not be internally illuminated.
- (5) Channel letter signs are considered to be wall signs that are mounted so that the face of the letters are parallel to the building wall. Mounting regulations for channel letter signs, from wall to outermost face, are as follows:
 - a. Channel letters with transformers mounted inside the letters shall not extend more than 16 inches from the building wall.
 - b. Channel letters with remote transformers shall not extend more than 12 inches from the building wall.
 - c. Channel letters mounted on a raceway shall not extend more than 16 inches from the building wall.

d. Channel letter signs must provide a clear distance of eight feet from the sidewalk to bottom edge of the sign, but shall not extend over public or private roadways, or parking lots.

(b) A cabinet flat wall sign shall not exceed more than 12 inches from the building wall. Other wall signs shall not exceed more than eight inches from the wall.

(c) Illuminated canopy and translucent fabric awning signs shall be considered a wall sign. The entire illuminated surface shall be considered a part of the sign for purposes of area calculation.

(d) Maximum area requirements for building signs shall be applied within each zoning district according to the following schedule. One (1) wall sign or canopy sign shall be permitted on each facade, which has a separate public means of ingress and egress.

Table B. Building Signs/Wall Signs Maximum Area

District	Maximum Area in sq. ft.
O-1	25
O-2	25
B-1	25
B-2	25
B-3	25
I-1	25
I-2	25
MU	25
ARC	Subject to section 78-169

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“(Ord. of 10-6-03)

Sec. 78-230. - Nonconforming existing signs.

Nonconforming signs are those signs that do not comply with the size, placement, construction or other standards or regulations of this chapter, but were lawfully established prior to its adoption. Signs for which the zoning board of appeals has granted a variance are exempt and shall not be defined as nonconforming. It is the intent of this ordinance to encourage eventual elimination of nonconforming signs. This objective is considered as much a subject of public health, safety, and welfare as the prohibition of new signs in violation of this chapter. Therefore, the purpose of administering this chapter is to remove illegal non-conforming signs while avoiding any unreasonable invasion of established private property rights.

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A nonconforming sign may be continued and shall be maintained in good condition as described elsewhere in this section, however, the following alterations are regulated:

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- (1) A nonconforming sign shall not be structurally altered so as to change its shape, size, type or design unless such change shall make the sign conforming.
- (2) A nonconforming sign may undergo a "change of copy" or the replacement of names, logos, symbols, numbers or other graphic items of information as long as the structural characteristics, including size, shape or frame, are not modified.
- (3) A nonconforming sign shall not be replaced by another nonconforming sign.
- (4) A nonconforming sign shall not be re-established after the activity, business, or use to which it related has been discontinued for 90 days or longer.
- (5) A nonconforming sign may undergo normal maintenance and repair such as painting, replacement of lights, and replacement of letters. Normal maintenance shall not exceed 60 percent of the appraised market value.
- (6) A nonconforming sign shall not be re-established after damage or destruction if the estimated expense of reconstruction exceeds 60 percent of the appraised replacement cost as determined by the building official.

Comment [DD8]: Do you want to consider amortization of non-conforming signs? This is permissible under Michigan law. That way we eliminate non-conforming signs.

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(Ord. of 10-6-03)

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Sec. 78-231. - Hanging signs/pedestrian traffic signage.

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General requirements: Hanging signs shall be allowed within the B-1 B-2, and MU zoning districts and shall be governed by the following regulations:

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- (1) One hanging sign may be permitted for each first-floor business or tenant space with a separate means of ingress and egress within the B-1, B-2 and MU zoning districts.
- (2) The hanging sign may be in addition to a wall sign for each business site. However, hanging signs are not allowed at business sites which display a projecting sign or a ground sign. A hanging sign shall also not be allowed at business sites which display a nonconforming wall sign or signs which exceed the current allowed square footage for wall signs.
- (3) Hanging signs shall be measured in the following manner:

- a. The maximum area for a hanging sign shall be six square feet per side or maximum of 12 square feet of total surface area.
 - b. The maximum distance from the face of the building to the sign edge closest to the right-of-way, shall be 30 inches or the depth of the awning whichever is less.
 - c. The dimension of the hanging sign which is parallel to the face of the building shall not be more than the dimension which is perpendicular to the face of the building.
- (4) The hanging sign must be located in the center third of the storefront/business site or over an entrance door.
 - (5) The minimum height or clearance above a walking surface shall be seven feet.
 - (6) Hanging signs shall not be allowed above a street or alley where they could interfere with vehicular traffic.
 - (7) Signage lettering or numerals shall not exceed eight inches excluding letters or digits used as part of a logo.
 - (8) Hanging signs shall not be internally illuminated.
 - (9) Hanging signs within the city's historic district shall be subject to and approved by the Kellogg Park Historic District Commission.
 - (10) Hanging signs shall be subject to sign application procedures of section 78-225 and permitting requirements of the building department.
 - (11) All hanging signs shall be safely and securely attached by not less than two metal chains, metal brackets or wrought iron brackets firmly secured. No excess chain shall be allowed. In no case shall any hanging sign be attached with wire, string, rope, wood, or secured by nails.

(Ord. No. 2005-08, § 3, 7-18-05)

Secs. 78-232—78-239. - Reserved.

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RESOLUTION

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

WHEREAS The City of Plymouth has a number of local Ordinances in order to protect the public health, safety and welfare, and

WHEREAS From time to time it is necessary to update these Ordinances to meet certain community standards and/or to come into compliance with state or federal law or rulings, and

WHEREAS The City Commission has determined that there is a need to adopt certain changes in the Ordinance commonly known as the "Sign Ordinance."

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt changes to the Plymouth City Code of Ordinances ARTICLE XIX - Signs Sections 78-220 through 78-231 at a First Reading:

- 78-220 - Intent
- 78-221 - Definitions
- 78-222 - Violations and penalties
- 78-223 - Signs not permitted
- 78-224 - Application of standards: Exempt signs/temporary signs - Delete this section
- 78-225 - Required Conditions in any use District
- 78-226 - Signs Permitted
- 78-227 - Measurement
- 78-228 - Ground Signs
- 78-229 - Building Signs/wall signs
- 78-231 - Hanging Signs/Pedestrian Traffic Signage

CITY OF PLYMOUTH
201 S. MAIN
PLYMOUTH, MI 48170
www.ci.plymouth.mi.us

ADMINISTRATIVE RECOMMENDATION

To: Mayor & City Commission
From: Paul J. Sincock – City Manager
CC: S:\MANAGER\Sincock Files\Memorandum - Authorization to Hire Part Time Staff Jason Moran 09-06-16.doc
Date: 9/1/2016
Re: Authorize to hire – Part Time Staff

BACKGROUND:

The City has a policy which prohibits the hiring of relatives of any current City employee unless the City Manager recommends the hiring to the City Commission and they approve it. The policy states; *"The hiring of a person who is a relative of any current employee must be specifically authorized by the City Commission upon recommendation of the City Manager."* We have a situation related to part time staffing.

With the opening of the Ice Arena we will need to have a Rink Guard for some of the open skating sessions at the arena. There are very limited hours for this position and it is a seasonal wage position. The person that the Recreation Department has selected for this position is Jason Moran and he is the son of Traci Moran who is a part time employee of the City, which means we need City Commission approval.

This situation has come up in the past with part time staff. Many years ago Chris Porman worked as a part time summer help for Municipal Services while attending college and the City Commission authorized the hiring of his brother Matt for a similar position when he got out of high school. Over the years at Parks and Recreation we have had several cases of brothers and sisters working at the facility, so this is not an unusual situation.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize the hiring of Jason Moran for a part time position as a Rink Guard.

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

City of Plymouth



RECREATION DEPARTMENT
PLYMOUTH CULTURAL CENTER
525 FARMER STREET
PLYMOUTH, MICHIGAN 48170
(734) 455-6620
www.ci.plymouth.mi.us

Memo

To: Paul Sincock, City Manager
From: Steve Anderson, Recreation Director 
CC:
Date: August 30, 2016
Re: Commission approval of hiring of a seasonal employee that is related to a part time employee

As you are aware, we will soon be renewing weekend open skate sessions at the Ice Arena this Fall.

The position of "Rink Guard" job duties includes monitoring the ice surface during open skate sessions and operates the open skate counter / register.

Because Rink Guard is a seasonal wage position, it is not cost-effective to advertise extensively for this type of work. In these cases, we try to obtain highly recommended teens whenever possible.

Keeping with the City's policy of obtaining City Commission authorization for the hiring of relatives of current employees, we would like to seek approval for the hiring of Jason Moran as a seasonal Rink Guard. Jason is the son of Traci Moran, our Hockey/Arena Coordinator. Traci is a part-time employee.

If approved by the City Commission, Jason would be working under the supervision of Ron Baase and would not report to Traci as they are under two separate organizational "branches".

If you have any questions, please feel free to contact me anytime.

RESOLUTION

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

WHEREAS The City of Plymouth has a hiring policy which prohibits the hiring of any Relative of a current City employee; and

WHEREAS The Recreation Department has recommended the hiring of Jason Moran for a part time position and Traci Moran Is currently employed by the City as a part time employee,

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby specifically authorize the hiring of Jason Moran for a part time position with the Recreation Department.

CITY OF PLYMOUTH
201 S. MAIN
PLYMOUTH, MI
48170
www.ci.plymouth.mi.us

ADMINISTRATIVE RECOMMENDATION

To: Mayor & City Commission
From: Paul J. Sincock – City Manager
CC: S:\MANAGER\Sincock Files\Memorandum - Non-Profit Recognition - United Way 09-06-16.doc
Date: 8/25/2016
Re: Recognized Non-Profit Organization – Plymouth Community United Way

BACKGROUND:

From time to time the City receives requests from locally based non-profit organizations to have a Resolution passed that indicates that the group is recognized as a local non-profit organization. We have received a request from the Plymouth Community United Way to host a raffle.

The purpose of the official recognition is to allow the group to proceed with their application to run a charitable gaming in accordance with State Law. They are applying to the State of Michigan Bureau of the State Lottery for the necessary permit.

The City Administration is familiar with the group and their efforts to raise funds to pay for the betterment of the community. Their office is located in the City on Ann Arbor Trail.

RECOMMENDATION:

The City Administration recommends that the City Commission recognize the Plymouth Community United Way as a local non-profit organization in the community. The request merely recognizes the group as a local non-profit organization. The Resolution makes no endorsement of the proposed raffle or organization, just that they are located here in the City.

The State of Michigan has prepared 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.



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)

CITY OF PLYMOUTH
201 S. MAIN
PLYMOUTH, MI 48170
www.ci.plymouth.mi.us

ADMINISTRATIVE RECOMMENDATION

To: Mayor & City Commission
From: Paul J. Sincock – City Manager
CC: S:\MANAGER\Sincock Files\Memorandum - AT&T Michigan Franchise Agreement - 09-06-16.doc
Date: 9/2/2016
Re: AT&T Michigan Cable TV Franchise Agreement

BACKGROUND:

The City Commission may be aware that in 2007 AT&T U-Verse lobbied the State Legislature extremely hard and over the objections of the Michigan Municipal League for the right to eliminate the local cable TV franchise system that was previously in place. We have had a request by AT&T Michigan to renew their contract under the law that was enacted. We previously have approved agreements under this law for Comcast and WOW Cable and now we are starting the renewal process with AT&T Michigan. Under the law the City Commission must approve the agreement submitted by AT&T Michigan at their meeting on September 6, 2016 or under the state law it will automatically approve the agreement.

The contract has been reviewed by the City Attorney and we have attached his review for your information. Under the terms of this agreement AT&T will pay the City a required Franchise Fees in accordance with the law that was established by the State Legislature, which the Legislature reduced from previous fees paid to the City.

RECOMMENDATION:

The State Legislature has provided no real opportunity for the local units of government to have input or negotiate various aspects of this contract. The City Commission must approve the contract or it is automatically approved under the state law.

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.



Jim Murray
President
AT&T Michigan
221 N. Washington Square
Lansing, MI 49833
Office: (517) 334-3400
Fax: (517) 334-3429

August 17, 2016

Via UPS Overnight Delivery

Linda Langmesser
Clerk of the City of Plymouth
201 S. Main Street
Plymouth, Michigan 48170

Re: Renewed Video Service Local Franchise Agreement for AT&T Michigan

Dear Ms. Langmesser:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Plymouth, a Michigan municipal corporation (the "Franchising Entity") and AT&T (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between AT&T and City of Plymouth dated April 16, 2007 ("Initial Agreement").

The enclosed filing includes the standard form agreement approved by and required for use by the Commission, and it has been completed in accordance with the Commission's Instructions issued in the Order. The Commission's Order and Instructions may be found at the following Commission web link: http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169_01-30-2007.pdf In the Initial Agreement AT&T pays a video service provider fee of 5% and a PEG Fee of 0%. The same fees are included in the Renewed Agreement.

Attachment 1 to the Renewed Agreement contains Confidential Information. Pursuant to Section 11 of Act 480, Section "XIII. Confidentiality" of the Renewed Agreement, and page 1 of the Instructions for Uniform Video Service Agreement issued in the Order, AT&T has deemed the "Video Service Area Footprint" as Confidential Information. The Confidential Information for Attachment 1 has been set forth in Confidential Attachment A, and has been placed in a separate, sealed envelope and clearly identified by the label of the envelope as follows:

(AT&T Michigan "CONFIDENTIAL INFORMATION").

Pursuant to Section XIII of the Renewed Agreement, Section 11 of Act 480, and the Commission's Instructions, the City of Plymouth as the Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such

Ms. Linda Langmesser
August 17, 2016
Page 2

information from any response to a Freedom of Information Act ("FOIA") request made under MCL 15.231 to 15.246, and (c) make the information available only to and for use only by such local officials as are necessary to approve the Agreement or perform any other task for which the information is submitted.

The City of Plymouth has 15 business days beginning on August 18, 2016 within which to notify AT&T if the Renewed Agreement is complete. If the City of Plymouth does not notify AT&T regarding the completeness of the Renewed Agreement within this 15 business day period, pursuant to Section 3(3) of Act 480, the Renewed Agreement shall be deemed complete. Any notice by the City of Plymouth regarding the completeness of the Renewed Agreement must comply with Section 3(2) of Act 480 and must be sent by facsimile to each of the representatives of AT&T identified in Section "XV. Notices" of the enclosed Renewed Agreement.

AT&T has a proud history and tradition of providing service in the City of Plymouth and we look forward to continuing to provide video service.

If there are any questions concerning the enclosed filing, please contact Yvette Collins, Director, External Affairs at 313-496-8162.



Jim Murray
President
AT&T Michigan

Attachments

cc: Robert Jones, AT&T External Affairs Manager

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 Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

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. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (j); 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 5 % (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 0 % 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:

201 S. Main Street

444 Michigan Avenue

Plymouth, Michigan 48170

Room 1670

Detroit, Michigan 48226

Attn: City Clerk

Attn: Yvette Collins, Director - External Affairs

Fax No.: 734.459.5716

Fax No.: 313.496.9332

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

XVI. Miscellaneous

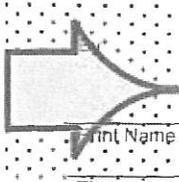
- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This 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

Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan

HERE



Print Name _____
Title _____
Address _____
City, State, Zip _____
Phone _____
Fax _____
Email _____

By


Print Name _____
Jim Murray
Title _____
President
Address _____
221 North Washington Square
City, State, Zip _____
Lansing, Michigan 49833
Phone _____
517.334.3400
Fax _____
517.334.3429
Email _____
m42325@att.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted

Date completed and approved:

ATTACHMENT 1

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

Date: August 17, 2016		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

Company executive officers:

Name(s): Jim Murray
Title(s): President

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

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.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.)

Michigan Bell Telephone Company d/b/a AT&T Michigan CONFIDENTIAL INFORMATION SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the City of Plymouth, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Plymouth.
--

[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).

For All Applications:

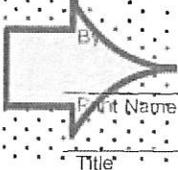
Verification
(Provider)

I, Jim Murray, 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): Jim Murray, President	
Signature: 	Date: August 17, 2016

(Franchising Entity)

City of Plymouth, a Michigan municipal corporation



Address

City, State, Zip

Phone

Fax

Email

Date

RESOLUTION

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

WHEREAS AT&T Michigan has submitted an application for a renewed video service local franchise agreement in accordance with State Law, and

WHEREAS The application has been reviewed by the City Attorney, 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 Renewed Video Service Local Franchise Agreement with AT&T Michigan and the City of Plymouth.

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.

CITY OF PLYMOUTH
201 S. MAIN
PLYMOUTH, MI 48170
www.ci.plymouth.mi.us

ADMINISTRATIVE RECOMMENDATION

To: Mayor & City Commission
From: Paul J. Sincock – City Manager
CC: S:\MANAGER\Sincock Files\Memorandum - 2016 Infrastructure Maintenance Program 09-06-16.docx
Date: 9/2/2016
Re: 2016 Infrastructure Maintenance Program

BACKGROUND:

The City Commission will recall that they had previously authorized the design and coordination phase for the proposed Fleet Street Improvements. There are multiple issues with this construction in the central core of the business district. The City Engineer has been working with the staff at Municipal Services and the DDA as well as our Solid Waste Contractor, Republic Services.

The Engineer, city staff and representatives from Republic Services have held two public information meetings on the upcoming project as well as providing written information about the project. Information has also been posted on the DDA website and that information has been provided to the downtown merchants as well.

The 2016 program will also include the hold over project from the 2015 maintenance program on Karmada Street. This project was delayed from last year as the weather was not being cooperative late in the season. Again, Municipal Services has hand delivered information to the residents and met with residents to discuss the proposed program. On Karmada crews will be doing what is called "panel replacements" or removing severely broken panels of concrete and replacement them with new. This is NOT a rebuild of the street, this is a maintenance program where mainly the center of the street is replaced with new concrete.

The City Engineer has reviewed the total scope of the proposed projects and he is recommending that we add onto the existing current open contract that we have with Pro-Line Asphalt to include the Fleet Street work. We are all very familiar with the work and the efforts that Pro-Line Asphalt puts into jobs here in the City. The City Engineer has provided an outline of each phase of the project and he is recommending a total authorization of \$1,081,687.63. This amount will include a construction contingency of 10% or \$90,000. The amount also provides for all project inspections, construction administration, construction survey staking, quality control/materials testing and the as built drawings of the project.

It should be noted that we are also working with Consumers Energy to coordinate their work in the Fleet Street area in an effort to avoid putting in new concrete only to have it torn out a short time later by the utility company. The work on the projects is anticipated to begin immediately.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize a construction phase change order in the amount of \$694,927.63 (*Fleet Street Alley work*) plus an additional amount for inspection of \$84,000 for the 2016 Road Infrastructure Maintenance Program for Pro-Line Asphalt. (*Note: Karmada Street has already been approved in 2015*)

In addition, the City Commission should establish a construction contingency of \$90,000 as recommended by the Engineer. We also recommend authorization for up to \$84,300 product testing and to record as built drawings for a total 2016 authorization of \$953,227.63. Including the previously authorized Karmada maintenance project cost of \$128,460 our total authorized work is \$1,081,687.63.

We have prepared a proposed Resolution for the City Commission to consider regarding this matter. Should you have any further questions please feel free to contact me.



WADE TRIM

August 31, 2016

City of Plymouth
201 South Main Street
Plymouth, MI 48170

Attention: Mr. Paul Sincock, City Manager

Re: City of Plymouth
2016 Infrastructure Improvement Program
Karmada Concrete Repairs and Fleet Street/South Alley Reconstruction

Dear Mr. Sincock:

On June 6, 2016, the City Commission approved the design and coordination phase of the 2016 Infrastructure Improvement Program. Fleet Street around the Central Parking Deck and the South Fleet Alley between Ann Arbor Trail and Wing were identified by the City Administration and Downtown Development Authority as priority projects for this year. The purpose of this letter is to describe the construction program for 2016 and seek Commission authorization to add the Fleet Street and South Fleet Street Alley projects to the City's existing contract with Pro-line Asphalt.

Since the June authorization to begin, Wade Trim has collected existing topographical information on all the project areas, met with staff to review the goals for each area, met several times with representatives from Consumer's Energy, and completed a preliminary design on several of these street areas. We have held two public information meetings (July 26th and August 29th) at City Hall and had several one-on-one meetings with various businesses.

In addition, we have helped the City coordinate the planned concrete repairs on Karmada. Please note that the City had planned to do this project last year, but the project was delayed to 2016 due to the weather at the end of the 2015 construction season. Given the similar nature of the concrete work, the concrete repairs on Karmada have been coordinated to occur in conjunction with the Fleet Street Alley work.

This letter presents the construction program for 2016 for consideration by the City Commission.

2016 Street Paving Program Description

The 2016 Infrastructure Improvement Program is intended to focus on concrete pavement improvements in three areas. Designs for the following street and alley improvements have been completed and are presented for the 2016 Infrastructure Program:

1. **Karmada from Farmer to Junction**

Karmada is a concrete street that has many deteriorated panels within this one block section of roadway. Our design includes panel replacement from end to end, which means sections of concrete that are in good condition or better will be saved. Most of the work is planned in the center sections of this roadway. Since this is not a complete reconstruct project, the existing curb profile will remain. Work is scheduled to begin on September 2, 2016. Please note that we have included allowances for both 7-inch and

Wade Trim Group, Inc.	734.947.9700
25251 Northline Road	800.482.2864
P.O. Box 10	734.947.1380 fax
Taylor, MI 48180	www.wadetrim.com



8-inch pavement in this area; our plan is to match the existing section.

2. **Fleet Street around the Central Parking Deck**

Fleet Street has been designed for reconstruction with new stamped concrete walkways along the outside. We have coordinated the reconstruction to follow a new gas main installation program which will be completed by Consumer's Energy. Consumer's Energy will begin work on September 12, 2016. The City's contractor team of Pro-line Asphalt and GM & Sons will begin work to reconstruct the alleys around the parking deck immediately following the gas main installation. The reconstruction work will be slow given the proximity to existing buildings and the narrowness of the work areas. This project includes two small repairs to the sanitary sewer system.

3. **South Fleet Street Alley between Ann Arbor Trail and Wing**

The south alley between Ann Arbor Trail and Wing will be reconstructed in two phases. Work is anticipated to begin toward the end of the week of September 5th. The first phase will be a small section at the north end near the Mayflower Center parking area. Doing this section first will minimize the parking disturbance to this large building. The second phase will include the remainder of the alley all the way to Wing Street. This project includes one identified storm sewer repair. We are currently researching one additional storm sewer repair and may need to use a portion of the contingency on this upgrade. This will be clarified during the project.

We would be happy to share more details regarding the planned improvements, if necessary.

2016 Street – Proposed Construction Phase Allowance

Pro-line Asphalt has submitted the attached bid form for the three proposed construction areas for the 2016 Street Paving Program. They have also indicated that the South Alley project will take approximately 25 working days and that the Fleet Street project will take 50 working days. Typical working days are between 10 and 12 hours. It is likely that some work will occur on weekends. We may have to coordinate some work around individual business hours, especially those that have single points of ingress/egress. We have included inspection and various construction phase service allowances in the proposed program to allow for some overtime and an anticipated flexible work schedule. Fleet Street and the South Alley work will need to be added by Change Order to the City's existing contract with Pro-line Asphalt.

A summary of the 2016 Construction Phase is presented below for the City Commission's consideration:

Karmada Construction Bid	\$ 122,210.00
Karmada Inspection Bid (10 days)	\$ 6,250.00
South Alley Construction Bid	\$ 190,459.98
South Alley Inspection Allowance (25 days)	\$ 28,000.00
Fleet Street Construction Bid	\$ 504,467.65
Fleet Street Inspection Allowance	\$ 56,000.00
Pro-Line Asphalt Construction Estimate	\$ 907,387.63

Recommended Construction Contingency (10%)	\$ 90,000.00
Allowance for Const. Admin, Staking (+/- 8%)	\$ 71,300.00
Allowance for QA/QC & Materials Testing (+/- 1%)	\$ 9,000.00
Allowance for Record Drawings	\$ 4,000.00
Proposed 2016 Construction Phase	\$1,081,687.63

At this time, we are requesting that the City Commission authorize the City Manager to execute a Change Order in the amount of \$694,927.63 (plus \$84,000 in inspection) to Pro-line Asphalt for the above-described street paving program. In addition, we are recommending that the City Commission authorize a total construction phase program budget of \$1,081,687.63 for the 2016 Infrastructure Improvement Program to cover the construction bid, construction contingency, and engineering support as described above. Please note that Karmada was technically previously approved by the City Commission in 2015, but we are presenting it here again because it is a new program (and fiscal) year.

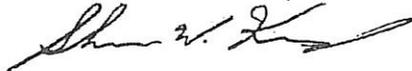
Wade Trim will provide contract administration, construction engineering, staking and layout, and quality control and materials testing (using SME as our sub-consultant). As always, our team's actual effort will be billed monthly in accordance with the actual hours worked and our current 2016 Rate Schedule. If extra work is required beyond the scope of this proposal, we will notify the City Manager immediately and provide an estimate for any additional work at that time.

We hope this letter provides the information needed for the City Administration to place this item on the agenda for the next City Commission meeting. Please do not hesitate to contact me directly at any time at 734.947.2622 with any questions you may have. I will be travelling back from up-state New York on Tuesday, September 6, 2016, and will do my very best to return to town to see you at the City Commission meeting.

Thank you for the opportunity to help the City with this project.

Very truly yours,

Wade Trim Associates, Inc.



Shawn W. Keough, PE

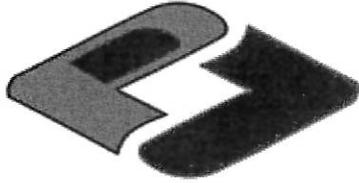
SWK:jel

PLY 2103-02T

2016 Ply Fleet Street Construction.doc

Enclosure

cc: Mr. Chris Porman, Director of Municipal Services
Mr. Mark Christiansen, Finance Director
Mr. Steve Faiman, Department of Municipal Services



Pro-Line Asphalt Paving Corp.

11797 29 Mile Road

Washington Twp. MI 48095

Phone: (586) 752-7730

Fax: (586) 752-9745

PRO-LINE ASPHALT

To: City Of Plymouth	Contact: Shawn Keough
Address: Plymouth, MI	Phone:
	Fax:
Project Name: Plymouth 2016 Infrastructure Improvement Program	Bid Number: PLYM-16-015
Project Location: Various Locations, Plymouth, MI	Bid Date: 8/24/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Karmada Street

1	Subgrade Undercutting (1"x3" CC)	250.00	CY	\$35.00	\$8,750.00
2	Concrete Pavement, Remove	2,000.00	SY	\$13.40	\$26,800.00
3	Concrete Pavement, 8-inch, W/ Integral Curb	2,000.00	SY	\$41.48	\$82,960.00
4	Temporary Gravel Construction Entrance/Exit	2.00	EACH	\$750.00	\$1,500.00
5	Inlet Filter	4.00	EACH	\$50.00	\$200.00
6	Inspector Days	10.00	CDAY	\$625.00	\$6,250.00
7	Mobilization And Traffic Control	1.00	LUM	\$2,000.00	\$2,000.00

Total Price for above Karmada Street Items: \$128,460.00

South Alley

3	Pavement Excavation	625.00	CY	\$66.02	\$41,262.50
4	Remove Concrete Curb And Gutter	32.00	LF	\$10.00	\$320.00
5	Concrete Drives And Sidewalks, Remove	140.00	SF	\$4.95	\$693.00
6	Subgrade Undercut And 21AA Aggregate Backfill	100.00	CY	\$40.00	\$4,000.00
7	Aggregate Base Course, 21AA 8"	565.00	TON	\$32.43	\$18,322.95
8	8 Inch Reinforced Concrete Pavement, W/ No Color	1,405.00	SY	\$57.20	\$80,366.00
9	Curb And Gutter, Concrete Detail F4	32.00	LF	\$19.50	\$624.00
10	Adjust Structures	6.00	EACH	\$550.00	\$3,300.00
11	Expansion Joint, E2	1,425.00	LF	\$6.88	\$9,804.00
12	Contraction Joint, CP	900.00	LF	\$2.75	\$2,475.00
13	Mobilization And Traffic Control	1.00	LS	\$20,000.00	\$20,000.00
1	Temp Gravel Entrance/exit	2.00	EACH	\$750.00	\$1,500.00
2	Inlet Filter	10.00	EACH	\$75.00	\$750.00
14	Sidewalk, Concrete 8"	140.00	SF	\$6.60	\$924.00
15	Remove And Replace 12 Inch RCP Storm Sewer	11.00	LF	\$272.73	\$3,000.03
16	Remove And Replace Frame And Cover	1,890.00	SF	\$1.65	\$3,118.50

Total Price for above South Alley Items: \$190,459.98

Fleet Street

1	Pavement Excavation	1,235.00	CY	\$77.74	\$96,008.90
2	Brick Paver, Remove And Salvage	7,700.00	SF	\$4.22	\$32,494.00
3	Subgrade Undercut And 21AA Aggregate Backfill	100.00	CY	\$40.00	\$4,000.00
4	Aggregate Base Course, 21AA	1,160.00	TON	\$38.03	\$44,114.80
5	8 Inch Reinforced Concrete Pavement, W/ No Color	2,778.00	SY	\$57.20	\$158,901.60
6	Expansion Joint	2,000.00	LF	\$6.88	\$13,760.00
7	Contraction Joint, CP	1,667.00	LF	\$2.75	\$4,584.25
8	Mobilization And Traffic Control	1.00	LS	\$20,000.00	\$20,000.00
9	Stamped And Colored Concrete Sidewalk/pavement 6" Thick Nonrein W/HPR Joint Sealing	7,700.00	SF	\$9.90	\$76,230.00
10	Earth Excavation For Area Under Proposed Stamped Concrete	190.00	CY	\$100.19	\$19,036.10

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
11	Remove And Replace 8" PVC Truss Pipe	30.00	LF	\$55.00	\$1,650.00
12	Adjust Structure	16.00	EACH	\$550.00	\$8,800.00
13	Remove And Replace Frame And Cover	5,720.00	LB	\$1.65	\$9,438.00
14	Inlet Filter	18.00	EACH	\$75.00	\$1,350.00
15	Temporary Gravel Entrance/exit	2.00	EACH	\$750.00	\$1,500.00
16	Remove And Replace Sanitary Sewer	2.00	EACH	\$6,300.00	\$12,600.00
Total Price for above Fleet Street Items:					\$504,467.65

Total Bid Price: \$823,387.63

Notes:

- This quote does not include bonds, inspection, layout, testing, permits, prevailing wages, traffic control, or any other item not listed above.
- This quote includes 2 mobilizations. Any additional mobilizations will be \$1500.00 each.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Pro-Line Asphalt Paving Corp.</p> <p>Authorized Signature: _____</p> <p>Estimator: Matthew J Jones (586) 752-7730 matthew@prolineasphalt.com</p>
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RESOLUTION

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

WHEREAS The City of Plymouth operates a roadway system to maintain the public health, Safety and welfare, and

WHEREAS The City of Plymouth has been involved in a significant Infrastructure Improvement Plan for a number of years and there is a need to do maintenance projects, and

WHEREAS The City Commission has already approved maintenance projects to include The following:

* Fleet Street South Alley

* Fleet Street North Alley

* Karmada Street Maintenance - Panel Replacements *(Held over & approved in 2015 - \$128,460)*

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does have an open existing contract with Pro-Line Asphalt for the 2015 Infrastructure Program and the City Commission hereby authorizes a change order on that contract with Pro-Line Asphalt in the amount of \$694,927.63 for the unit based contract for the construction costs for the 2016 Infrastructure Program based on the City Engineer's Recommendation Letter of August 31, 2016.

BE IT FURTHER RESOLVED THAT the City Commission does hereby authorize inspection costs of up to \$84,000.00 and costs for product inspection, construction survey, as built drawing and construction management of up to \$84,300.00 with Wade-Trim for the 2016 Infrastructure Maintenance Program.

BE IT STILL FURTHER RESOLVED THAT the City Commission does hereby authorize a Construction Contingency for the 2016 Infrastructure Maintenance Program in the amount of \$90,000.00.

CITY OF PLYMOUTH
201 S. MAIN
PLYMOUTH, MI 48170
www.ci.plymouth.mi.us

ADMINISTRATIVE RECOMMENDATION

To: Mayor & City Commission
From: Paul J. Sincock – City Manager
CC: S:\MANAGER\Sincock Files\Memorandum - Pavement Marking 2016 - 09-06-16.doc
Date: 9/2/2016
Re: Pavement Markings

BACKGROUND:

Every year the City needs to re-mark or stripe/update the traffic control lines on our streets in order to maintain traffic safety conditions. The effect of budget reductions has been to reduce this internal program to minimal levels and to privatize this service as much as possible.

The City Administration is proposing to use the State Approved MDOT contractor PK Contracting for street pavement markings. This is all based on unit pricing and the final cost will be based on the final amount of units completed. Our estimate to complete all work is 49,740.30 and we recommend a contingency of \$4,000 for a total not to exceed price of \$53,740.30. Funding for this project is covered in several funds including the Major Street Fund and General Funds.

Using the State approved MDOT Contractor avoids the problems we had with a vendor in 2006 who provided a less than adequate job performance and it also took a significant amount of administrative staff time to monitor and more importantly correct the work of the vendor.

P.K. Contracting has a significant investment in overhead with trucks and equipment. P.K. Contracting is perhaps the largest pavement marking contractor in the State and they handle most state road work and they have done most of the work on our local paving contracts as well.

Based on the pricing that we have received from the State Approved contractor as well as the quality and timeliness of past work of P.K. Contracting in the City; it is clear that they will complete the work in a timely fashion with very high quality.

RECOMMENDATION:

This project is necessary to complete as we enter the fall and winter season. We also will be marking some additional on street parking areas. P.K. Contracting has performed and met all City expectations with all of their past work here in the City. In addition, they are the MDOT Approved Pavement Marking Contractor and we are extremely confident that they will require a minimum of administrative oversight and follow up.

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 Chris Porman or myself.



Department of Municipal Services

1231 Goldsmith Plymouth, MI 48170 734-453-7737 phone 734-455-1666 fax

Date: September 2, 2016
To: Paul J. Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services
Re: Street Striping 2016

Background:

In order to maintain traffic safety conditions, the City needs to re-mark or re-stripe the traffic control lines on our streets. In addition, the lines indicating designated parking spots within the DDA as well as the Old Village area are in need of a fresh coat of paint. Historically, City crews have been used to complete a significant amount of the work; however, the effect of budget reductions has been to reduce this program to privatize this service as much as possible.

I have prepared quantity estimates to include select stop bars, crosswalks, lane use markings, as well as the white lane markings. Furthermore, some of the parking spaces in both the DDA and the Old Village area are included in the total scope of the project. It should be noted that due to the construction in the DDA, Old Village and throughout the city, over the past couple of years, there are areas which need to be adjusted to accommodate changes and be repainted. The existing markings have been reviewed for compliance with our ordinances; several adjustments will be made to ensure compliance. All markings will conform to the current State of Michigan Manual of Uniform Traffic Control Devices (MMUTCD) specifications, which include the reflective glass beads on the traffic control lines.

I contacted P.K. Contracting, who has worked in the City of Plymouth numerous times before and is perhaps, the largest pavement marking contractor in Michigan. P.K. Contracting quoted a price of \$49,740.30 for the entire project. I am fully confident in P.K. Contracting's ability to complete the job in a timely and professional manner. The quoted price is an estimation of the work to be done and the actual price will be based on the actual units of work performed, which will be field verified.

Recommendation:

This project is necessary to complete in order to maintain the traffic control lines before they deteriorate beyond a level that would pose a safety hazard. I am recommending that we accept the quoted price of \$49,740.30 from P.K. Contracting and include a \$4,000 contingency to cover any additional markings that may come up in the field as this project progresses. The funding for this project will come from a variety of sources to include parking, and Major and Local Streets.

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To: _ESTIMATING DEPARTMENT_	Contact:
Address: -	Phone:
	Fax:
Project Name: CITY OF PLYMOUTH	Bid Number: 14-5312
Project Location: PLYMOUTH	Bid Date: 8/31/2016

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Pavement Markings						
1		Mobilization, Max. ____	1.00	LS	\$1,100.0000	\$1,100.00
2		Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	6,592.00	LF	\$2.8500	\$18,787.20
3		Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	30.00	LF	\$14.0000	\$420.00
4		Pavt Mrkg, Waterborne, 6 Inch, Crosswalk	600.00	LF	\$2.0000	\$1,200.00
5		Pavt Mrkg, Waterborne, 24 Inch, Stop Bar	360.00	LF	\$6.0000	\$2,160.00
6		Pavt Mrkg, Waterborne, 4 inch, White	1,200.00	LF	\$0.4500	\$540.00
7		Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, 4 inch, Blue	900.00	LF	\$0.9500	\$855.00
8		Pavt Mrkg, Waterborne, for Rest Areas, Parks, & Lots, 4 inch, White	5,300.00	LF	\$0.6500	\$3,445.00
9		Pavt Mrkg, Waterborne, Lt Turn Arrow Sym	1.00	EACH	\$55.0000	\$55.00
10		Pavt Mrkg, Waterborne, Railroad Sym	2.00	EACH	\$100.0000	\$200.00
11		Pavt Mrkg, Waterborne, Thru & Lt Turn Arrow Sym	2.00	EACH	\$75.0000	\$150.00
12		Pavt Mrkg, Waterborne, Thru & Rt Turn Arrow Sym	2.00	EACH	\$75.0000	\$150.00
13		Minor Traf Devices	1.00	LS	\$1,050.0000	\$1,050.00
14		Pavt Mrkg, Longlt, 6 inch or Less Width, Rem	650.00	LF	\$0.7500	\$487.50
15		Pavt Mrkg, Ovly Cold Plastic, 6 Inch, Yellow, Cross Hatching	7,956.00	LF	\$2.3500	\$18,696.60
16		Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	4.00	EACH	\$75.0000	\$300.00
17		Rem Spec Mrkg	64.00	SF	\$2.2500	\$144.00

Total Price for above Pavement Markings Items: \$49,740.30

Total Price for above Items: \$49,740.30

Notes:

- QUOTE IS BASED ON ONE MOVE-IN FOR FINAL MARKINGS.
- PAYMENT TO BE MADE BASED ON QUOTED UNIT PRICES.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: PK CONTRACTING, INC.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
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RESOLUTION

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

WHEREAS The City of Plymouth operates a number of roadways and public
Parking areas in order to provide for the safe and orderly movement
Of the public, and

WHEREAS From time to time there is a need to provide the re-marking of the
A variety of pavement markings in order to enhance the safe flow
Of traffic and parking in the City.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a contract with State MDOT Approved contractor PK Contracting to provide traffic lane, roadway markings and lot striping with a base amount of \$49,740.36 and a contingency of \$4,000.00 for a total project cost not to exceed \$53,740.30.

BE IT FURTHER RESOLVED THAT funding for this project is authorized from the Major Street and Local Street Funds, Parking and and General Funds as appropriate.

Plymouth City Commission

August 2016 Goal Update

1) Resolve Last Issues Regarding Dissolution of Plymouth Community Fire Department Agreement (Primarily Pension issues)

Goal Champions: Dalton, Dwyer, Pobur

In order to move this goal along, the City of Plymouth developed a formula to apply to outstanding legacy costs and then, in collaboration with the Township Supervisor, we applied to formula to fire department retirement related health care costs. In mid-June, the parties reached a resolution regarding outstanding debt for all related health care claims made by the Township prior to December 31, 2015. On June 20th the City Commission unanimously passed a resolution to pay the township \$303,558.22 related to that negotiated agreement. The Township approved the same resolution on July 19 and provided us the executed agreement on July 21st. The debt has been paid

We believe that we have an agreed upon formula to cover future health care costs. The Township has requested that we make those ongoing payments into the Township MERS account and the City team is reviewing that request to determine if it is in the best interest of the city. Once agreement is reached on that last health care matter, we will move forward productively in negotiating an agreement regarding pension costs.

2) Work Collaboratively with Plymouth Arts & Recreation Complex (PARC) organization, the Plymouth Canton School Board, and the greater Plymouth Community to continue the repurposing of Central Middle School into a high quality Arts & Recreation Complex.

Goal Champions: Dalton, Deal, Dwyer

Commissioners Dalton, Deal and Dwyer have met twice with Don Soenen from PARC to open communications and determine ways we can work together to make PARC a success. Our City Commission goal champions have been invited to attend the PARC Board of Director's meetings to further open lines of communication and collaboration. As a result of our meetings with Mr. Soenen, and collaboration with City Administration, we have increased nighttime police patrols in the back PARC lot.

We will also provide contact information to the PARC Board of Directors when we determine a road-paving vendor for this summer's street repair program so that PARC may potentially use that same paving vendor to pave their parking lot.

City Parks and Recreation Administrator Steve Anderson has worked collaboratively with Mr. Soenen to make improvements to PARC swim class scheduling and registration, which our Parks & Recreation Department now handles for all swim classes at PARC.

Commissioner Dalton is leading an effort to bring a Plymouth Chapter of Boys & Girls Club to PARC. The Boys and Girls Club of Oakland and Macomb County has performed its due diligence and concluded that the PARC property would be ideal for a club location. The next step is securing funding to pay for the Boys & Girls Clubs of Oakland and Macomb County to run the program and we are working with local businesses to fund the project. Commissioner Dalton is working with the Plymouth Chamber of Commerce and several community leaders to meet and secure funding in fy 2017.

And lastly, on June 18th five members of the City Commission participated in a "City Commission Day of Service" at the PARC and engaged in a hands-on public service projects and learned more about the PARC itself from members of the PARC board of directors. .

3) Developing a succession plan for the city's key employees, especially considering the long tenures of many of our senior staff.

Goal Champions: Deal, Pobur, Valenti

Discussion with the City Manager regarding Succession Planning and identifying transition strategies has begun. The city continues to invest time in training and developing current staff members to assure that in the unexpected absence of a department head, staff members are ready to temporarily step up. By department the Commissioners will be learning more to understand some of the processes already in place. The plan is to compile this information in some form of chart or formal document for the City Commissions better understanding.

4) Develop funding plan for future capital improvements.

Goal Champions: Pobur, Wolcott, Wright

Goal eliminated by Commission vote on August 15th

5) Work collaboratively with the DDA, community leaders, and other organizations to plan for Plymouth's 150th Birthday in 2017. This includes obtaining funding for new Kellogg Park Fountain and Kellogg Park upgrades.

Goal Champions: Deal, Wolcott, Wright

Celebrating Plymouth's 150th Birthday has been divided into a two-step process:

- 1. Kellogg Park Fountain Upgrades*
- 2. A Citywide Celebration*

Kellogg Park Fountain Upgrades

Additional fundraising for the project has begun in earnest. With the large donation now securely in place we have turned our focus on developing a strategy to supplement the remaining efforts through individual, group, and business donations. An online presence, along with

marketing materials, and a series of events beginning this fall will be rolled out in the coming weeks. Updated drawings will be ready now in August to present to the necessary boards for their approval, beginning with the DDA. If all goes to plan, the construction is targeted to commence after the Fall Festival in mid- September. The Kellogg Park/Fountain Renovation Project presentation is posted on the DDA's website at www.downtownplymouth.org.

A Citywide Celebration

Plymouth's 150 Birthday Celebration is being planned. Recently, the city signed a contract with Street Marketing, a reputable marketing company, who will assist in the organization and implementation of events. Several celebrations are being planned to invite the community to learn more about the project and how they can be involved. A tentative date of mid-September has been set to announce and "kick off" the project. Landscaping designs for the park are being completed and expected to ready for approval end of August.

Goals added by Commission vote on August 15th

6) Work collaboratively with the DDA and other boards related to parking issues Including, but not limited to, the expansion of parking in the Downtown.

Goal Champions: Dwyer, Wolcott and Wright

Parking is the number one issue that is being studied by the Downtown Development Authority, the Plymouth Chamber of Commerce and one of the biggest issues facing the City Commission. We appreciate the work performed by the DDA and the Chamber on this issue and we are committed to collaborating with them on working through this issue. It is important to understand where we are at with parking today and what actions we are taking to address the issue. These actions include the following:

1. *Way-finding signs:* Way-finding signs have been added to direct motorists to additional public parking throughout downtown.
2. *Quadrant Map:* A Quadrant Map for employee parking is being developed in collaboration with restaurant owners and downtown merchants to help direct employees to outer lots (public and private) where parking inventory is greater.
3. *Parking enforcement:* We will continue to elicit feedback from the business community on the 11pm enforcement time, adjusting as needed until we find a time most amenable for merchants, visitors, and residents alike.
4. *Additional parking:* We have secured several public-private partnerships where employees can park without being ticketed at the behest of the property owners.

5. *Fleet Street Reconstruction parking.* Employee parking has been secured at the Christian Science Church parking lot and the PARC lot during Fleet St. construction, which is scheduled to begin September 12 and continue for about six weeks.
6. *Paid parking:* The DDA is in the very beginning stages of reviewing the possibility of implementing paid parking throughout downtown. No decision has been made; many more meetings and input from the business community, residents, and other communities who have done it successfully is still to come. The DDA Parking Committee recently recommended, and was subsequently approved by the DDA board, for DDA staff to move forward continuing to research costs, and best practices should we decide to pursue paid parking at some point in time.”
7. *The Saxton lot.* The DDA has issued a RFP for a parking development on the Saxton lot. Three bid have been returned and the DDA is evaluating the same. The goal is to eventually have a public / private development on the Saxton property which will include a public parking component.

7) Develop an Ordinance to help address and preserve the City's Tree Canopy.

Goal Champions: Dwyer, Dalton, Valenti

In the summer of 2016, members of the Plymouth community attended the various commission meetings held at the local parks and voiced their concerns over the removal of trees by property owners, who, are buying smaller homes, removing the homes and trees and building larger homes. Through this discussion, we have looked at several ordinances from other communities where the issue presented itself. The Commission has made it a goal to address the issue quickly and therefore, has created a subgroup to meet with the Planning Commission to draft an ordinance that meets the needs of the community and preserves the ability of property owner to build their homes within the community.