



**PLYMOUTH CITY COMMISSION
REGULAR MEETING AGENDA
PLYMOUTH CITY HALL - COMMISSION CHAMBERS
Monday, September 19, 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) **PROGRESS UPDATE - Kellogg Park & Fountain Project,**
Mayor ProTem Wolcott/Commissioner Wright
- 3) **CITIZENS COMMENTS**
- 4) **APPROVAL OF THE AGENDA**
- 5) **ENACTMENT OF THE CONSENT AGENDA**
 - a) Approval of September 6, 2016 City Commission Regular Meeting Minutes
 - b) Approval of August, 2016 Bills
 - c) Special Event: CORE Cardio Drumming, 10/1/16
- 6) **COMMISSION COMMENTS**
- 7) **OLD BUSINESS**
- 8) **NEW BUSINESS**
 - a) Sale of Surplus Vehicle
 - b) Parking Policy Updates
 - c) Fire Truck Lease Authorization
 - d) Authorization to Hire
- 9) **REPORTS AND CORRESPONDENCE**
 - a) Traffic Control Orders
 - b) The Rest of the Story..... Presentation by Al Cox – Process of hiring a police officer

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 OF PLYMOUTH
MEETING MINUTES**

201 S Main, Plymouth, MI 48170
Ph (734) 453-1234 Fax (734) 455-1892
<http://www.ci.plymouth.mi.us>



**City Commission Regular Meeting Minutes
Tuesday, September 6, 2016
Plymouth City Hall 7:00 p.m.**

CALL TO ORDER:

a) Mayor Pro Tem Wolcott called the meeting to order and led the group in the Pledge of Allegiance

b) Roll Call: Members of the City Commissioner present: Mayor Pro-tem Oliver Wolcott, Commissioners Mike Wright, Suzi Deal, Dan Dalton and Joe Valenti. Members Excused: Mayor Daniel Dwyer, Commissioner Colleen Pobur.

Also present was City Manager Paul Sincock, City Attorney Robert Marzano and various City Department Heads.

CITIZEN COMMENTS:

Jan Dersey, 1181 Dewey St., voiced concerns over the current proposed Kellogg Park fountain design, saying it seemed too contemporary, and would not complement the Victorian architecture/atmosphere of Plymouth, and could be more costly to maintain. She offered information for a more traditional, low-maintenance design that she felt would be more appropriate

Ed Krol, 1108 Beech, commented that there should be a link to the DDA website on the main page of the City's website- to more easily access Kellogg Park/fountain/downtown information. Also commented that the Saxton's lot needs a trash container, asked if Wilcox property can be used for parking (City Manager Sincock stated that it is private property and the city does not control that), and that there should be a link on the City's website related to trees and tree care.

John Townsend, 1312 Penniman, inquired whether there is any possibility of installing pedestrian signals on the corners of Harvey/Penniman intersection. City Manager Sincock stated that the cost to add these is approximately \$250,000 per intersection, and the City has not budgeted for that at this time. However, it is a topic of budget discussions.

Marques Thomey, 802 Coolidge, stated that it would be good if pedestrian crossings could be looked at for other intersections in addition to Harvey/Penniman. He also inquired if there is a contract with Hines Park Lincoln to park cars on Main St. on Fridays nights and Saturday mornings. City Manager Sincock and DDA Director Tony Bruscatto stated that they do have a contract with the DDA and the Chamber of Commerce.

APPROVAL OF THE AGENDA:

A motion was made by Commissioner Wright and seconded by Commissioner Dalton to approve the Agenda as amended, adding Appointments as Item #9b.

MOTION PASSED 5 - 0

ENACTMENT OF THE CONSENT AGENDA:

Items on the Consent Agenda included the following:

- 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

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

MOTION PASSED 5 - 0

COMMISSION COMMENTS: None.

PUBLIC HEARING:

Item #6.a) Dog Ordinance Amendments - 2nd Reading

City Manager Sincock 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.

Mayor Pro Tem Wolcott opened the public hearing at 7:19 p.m. for discussion.

Hearing no further discussion, Mayor Pro Tem Wolcott closed the public hearing at 7:20 p.m.

RES. #2016-80

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.

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

MOTION PASSED 5 - 0

OLD BUSINESS

Item #7.a) Sign Ordinance Amendment - 1st Reading(tabled item from August 15th meeting)

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.

This item was tabled at the August 15th Commission Meeting to allow the Planning Commission time to review and hold a Public Hearing. Commissioner Dalton stated that the Planning Commission would like allow for more time to continue to review. With additional discussion, it was suggested that the item be again tabled to the 1st meeting in December.

There was a motion by Commissioner Dalton and it was seconded by Commissioner Wright to **table action on this item until the December 5, 2016** Regular City Commission Meeting.

MOTION PASSED 5 - 0

NEW BUSINESS:

Item #8.a) Part Time Hire

City Manager Sincock reviewed the City's policy for hiring of relatives and the need for City Commission authorization.

RES. #2016-81

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.

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

MOTION PASSED 5 - 0

Item #8.b) Recognized Non-Profit - Plymouth Community United Way
City Manager Sincock clarified the process/need to be recognized as a non-profit.

RES. #2016-82



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

At a REGULAR meeting of the PLYMOUTH CITY COMMISSION
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
called to order by MAYOR PRO TEM WOLCOTT on 9-6-2016
DATE
at 7:00 a.m./p.m. the following resolution was offered:
TIME
Moved by COMMISSIONER WRIGHT and supported by COMMISSIONER DALTON
that the request from PLY COMMUNITY UNITED WAY of CITY OF PLYMOUTH
NAME OF ORGANIZATION CITY
county of WAYNE 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
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: <u>5</u>	Yeas: _____
Nays: <u>0</u>	Nays: _____
Absent: <u>2</u>	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
adopted by the PLYMOUTH CITY COMMISSION at a REGULAR
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
meeting held on SEPTEMBER 6, 2016
DATE
SIGNED: *Maureen A. Brodie*
TOWNSHIP, CITY, OR VILLAGE CLERK
MAUREEN A. BRODIE, DEPUTY CITY CLERK
PRINTED NAME AND TITLE
201 S. MAIN STREET, PLYMOUTH, MICHIGAN 48170
ADDRESS

COMPLETION Required
PENALTY: Fines/fees/penalty of application
08L-CG-1153(R0208)

Item #8.c) AT&T Michigan Cable TV Franchise Agreement

City Manager Sincock briefly explained the AT&T Agreement. Commissioner Valenti voiced some concerns and City Manager Sincock and City Attorney Marzano explained that the Agreement would be automatically approved under state law, with or without City Commission approval, and the City could be fined \$10,000/day for inhibiting the contract renewal process.

RES. #2016-83

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.

It was moved by Commissioner Deal and seconded by Commission Wright for approval of the resolution. Commissioner Valenti abstained from voting on this.

MOTION PASSED 4 - 1



Jim Murray
President
AT&T Michigan
221 W. Washington Square
Lansing, MI 48233
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/comin/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 (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to Section 2(3)(e) of the Act. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) of the Act must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to Section 6 of the Act.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
 - i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
 - i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail, certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
 - i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by Section 9 of the Act.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to Section 3(3) of the Act, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under Section 3(7) of the Act.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 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, barbers, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the METRO Act. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the METRO Act.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

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

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to Section 4(1) of the Act or an agreement under Section 13 of the Act to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under Section 13 of the Act. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under Section 6 of the Act, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under Section 6(8) of the Act, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under Section 6 of the Act to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under Section 6 of the Act, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

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

XI. Transferability

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

XII. Change of Information

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

XIII. Confidentiality

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

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

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

If to the Franchising Entity.
(must provide street address)

If to the Provider.
(must provide street address)

City of Plymouth:

201 S. Main Street
Plymouth, Michigan 48170
Attn: City Clerk
Fax No.: 734.459.5716

444 Michigan Avenue
Room 1670
Detroit, Michigan 48226
Attn: Yvette Collins, Director - External Affairs
Fax No.: 313.466.9332

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

By 

Print Name OLIVER WOLCOTT

Title MAYOR PRO-TEM

Address 201 S. MAIN ST.

City, State, Zip PLYMOUTH, MI 48170

Phone 734-453-1234

Fax 734-459-5716

Email llangmesser@ci.plymouth.mi.us

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

By 

Print Name Jim Murray

Title President

Address 221 North Washington Square

City, State, Zip Lansing, Michigan 48833

Phone 517.334.3400

Fax 517.334.3429

Email m42325@att.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted:	9-8-16
Date completed and approved:	9-6-16

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:

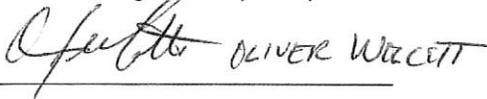
**Verification
(Provider)**

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

By  OLIVER WICZETT
Print Name
Title MAYOR PRO TEM
Address 201 S. MAIN ST.
City, State, Zip PLYMOUTH, MI 48170
Phone 734-453-1234
Fax 734-459-5716
Email llangmesser@ci.plymouth.mi.us
Date 9-6-16

Item #8.d) Infrastructure for Alleys Commonly Known as Fleet St.

City Manager Sincock outlined the Infrastructure Maintenance Program and previously authorized improvements, as well as, issues related to the proposed change order. Mayor Pro Tem Wolcott commended the DDA, DMS and City staff for their coordinated efforts on this.

RES. #2016-84

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.

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

MOTION PASSED 5 - 0

Item #8.e) 2016 Pavement Marking Contract

City Manager Sincock briefly explained the need for annual street striping/pavement marking and the proposal to utilize the State-approved MDOT contractor.

RES. #2016-85

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 General Funds as appropriate.

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

MOTION PASSED 5 - 0

REPORTS AND CORRESPONDENCE:

Item #9.a) August 2016 Goals 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.

Item #9.b) Appointments - Commissioner Wright

Commissioner Wright stated that with the resignation of ZBA member, Gloria Poirier, a vacancy of an unexpired term had been created that would be expiring on 12/31/2016. In addition, ZBA Chair, Michael Devine has recommended the appointment of ZBA Alternate, Ed Krol, to fill the unexpired term, and to also be reappointed for the renewal of the term effective January 1, 2017.

Commissioner Wright made a motion and proposed to appoint current ZBA Alternate, Ed Krol, to fill the remainder of the unexpired term, ending 12/31/16, of resigned member Gloria Poirier and it was seconded by Commissioner Deal.

MOTION PASSED 5 - 0

Commissioner Wright made a motion and proposed to appoint new ZBA member, Ed Krol, to fill the new 3 year term commencing January 1, 2017 through December 31, 2019 and it was seconded by Commissioner Deal.

MOTION PASSED 5 - 0

10) ADJOURNMENT

Mayor Pro Tem Wolcott thanked everyone for attending the Commission meeting, and there being no further business to come before the City Commission, it was moved by Mayor Pro-Tem Wolcott and seconded by Commissioner Valenti to adjourn the meeting.

MOTION PASSED 5 - 0

Daniel Dwyer
Mayor

Maureen Brodie
Deputy City Clerk

City of Plymouth
SPECIAL EVENT APPLICATION

ITEM #5.c

>> 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 CORE Nutrition and Fitness
Ph# 734.578.3788 Fax# _____ Email RaeHoyer@yahoo.com Website FB/CORE Nutrition and Fitness
Address 8345 Ronda City Canton State Mi Zip 48187
Sponsoring Organization's Agent's Name Rachel Royer Title Owner
Ph# 734.578.3788 Fax# _____ Email RaeHoyer@yahoo.com Cell# _____
Address 2011 Vine Way #67 City Canton State Mi Zip 48188

Event Name CORE Cardio Drumming
Event Purpose Healthy Active Event for Community
Event Date(s) 10.01.16, ~~10.15.16~~, ~~10.29.16~~
Event Times ~~10am-11am~~ 2:00-3:00
Event Location Kellog Park
What Kind Of Activities? Fitness

What is the Highest Number of People You Expect in Attendance at Any One Time? 150

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 be bringing a speaker, and equipment. Cardio drumming is with a bucket, yoga ball, and drum sticks. We want to bring awareness to the community of who we are, what we do, and what we represent.

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?** Both 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.

8.22.16
Date

Rachel Lane
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 CORE (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 Cardio Prom (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 Rachel Kaye

Date 8.22.16

Witness _____

Date _____

EVENT REVIEW

EVENT NAME: CORE Cardio Drumming

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

MUNICIPAL SERVICES:	Approved <input type="checkbox"/>	Denied <input type="checkbox"/> (list reason for denial)	Initial
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\$250 Bathroom Cleaning Fee Per Day of Event? YES NO

Regular Time Costs:	\$	Overtime Costs:	\$	Equipment & Materials Costs:	\$
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No SERVICES

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

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

Regular Time Costs:	\$	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 <i>MMB</i>
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Class I – Low Hazard	<input type="checkbox"/>	CERTIFICATE OF INSURANCE NEEDED PRIOR TO EVENT Naming City of Plymouth as 'Additional Insured' <i>Cannot be near any construction area</i>
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
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 - Sale of Surplus Vehicle 09-19-16.doc
Date: 9/15/2016
Re: Sale of Surplus Vehicle

BACKGROUND:

Normally the City disposes of used vehicles by using an auto auction company, where the company comes and picks up the vehicle from the City and then sells it at auction to the highest bidder. In this case we have a very old police car that is in very poor condition and it seemed like we might be able to obtain a higher dollar value from a company that will use it mainly for parts.

We have attached a memorandum from Tom Alexandris which will provide additional background information on the sale process.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize the sale of a 2009 Ford Police Car in the amount of \$1,951.00. We have attached a proposed Resolution for the City Commission to consider regarding this matter. Funds from this sale will go back into the Equipment Fund. S:\MANAGER\Sincock Files\Memorandum - Sale of Surplus Vehicle 09-19-16.doc

Should you have any questions in advance of the meeting please feel free to contact me.

City of Plymouth



201 SOUTH MAIN STREET
PLYMOUTH, MICHIGAN 48170-1688
(734) 453-1234
FAX: (734) 455-1892
www.ci.plymouth.mi.us

TO: Paul Sincock,
City Manager

September 8, 2016

FROM: Tom Alexandris, I.S. Manager 

SUBJECT: Sale of Surplus Vehicle – 2009 Ford Crown Victoria

The City disposes of old, surplus vehicles, as well as confiscated/seized vehicles. There was 1 patrol vehicle from the Police Department that was designated for sale. We received two bids which are below:

Trumbull Auto Sales - \$1,951
Alan Prieur - \$1,002

I have attached a resolution for the City Commission's consideration. In the event that you have any questions, please don't hesitate to contact me.

PLYMOUTH CITY COMMISSION

***RESOLUTION OF ADOPTION
SALE OF SURPLUS VEHICLE***

The following resolution was offered by Comm. _____

And seconded by Comm. _____

WHEREAS, the City of Plymouth has reviewed the offer to purchase received in response to its Notice of Sale for one police patrol vehicle; and

WHEREAS, all the vehicles are being sold AS IS with no warranty either expressed or implied; and

WHEREAS, City Administration is recommending that the following high bids be accepted:

2009 Ford Crown Victoria Trumbull Auto Sales \$1,951

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Commission do hereby accept the offer to purchase submitted;

BE IT FURTHER RESOLVED that these vehicles are being sold AS IS with no warranty either expressed or implied.

AYES: _____

NAYS: _____

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 - Revise Parking Policy for parking enforcement times 09-19-16.doc
Date: 9/15/2016
Re: Parking Policy Update – Reduce Parking Enforcement Hours

BACKGROUND:

From time to time it is necessary to update the City's Parking Policy. The section of the Policy that was just revised in July of this year is the section dealing with when parking time restrictions will be enforced. That change allowed parking restrictions to be enforced as late at 11:00 p.m.

We saw significant change in the very, very short time that the new hours were enforced, which was the very end of July/early August. We found that employees moved out of the Central Deck and moved into the East Central Lot, parked along Penniman west of Harvey, filled the Saxton's lot at night. This change was very effective in moving employees from the "prime" parking spaces. The Downtown Area has many eight hour spaces near the core of downtown, it is just that the employees preferred to park close. The change made it so that the afternoon shift of employees were no longer able to come in during the late afternoon and be able to stay in the parking deck or on the street all night.

However, the flip side of this issue is that some customers also had to become more aware of the parking enforcement and the enforcement may have negatively impacted them as they come to enjoy the downtown. Although, we continue to offer the first ticket "free" for those who exceed the time limits. Parking rules and enforcement do have a negative impact on customers as the rules and enforcement are designed to move employees from prime spaces, but customers also have to be aware of the rules and enforcement.

While the change had many positive impacts on employee parking the DDA Board has voted to ask the City Commission to change the enforcement hours back to 8:00 p.m., which is where they were BEFORE we changed the hours this past July. It should be noted that the DDA Director had recommended to the Board against moving the hours back to 8:00 p.m. and suggested 10:00 p.m. The 10:00 p.m. enforcement time allows for customers to come in at 7:00 p.m. and be able to

stay all night. This also allows “early birds” to come in a 4:30 or 5:00 for dinner and go home, creating a turn over in prime parking spaces.

The proposed action today will restrict timed parking enforcement to 8:00 p.m. This has been recommended by the DDA and this change will require an action of the City Commission to change the parking policy.

We have attached a brief memorandum from DDA Director Tony Bruscato with additional background information on this matter. In addition, we have included a copy of the City Parking Policy with the proposed changes highlighted mainly on pages 5 and 6.

RECOMMENDATION:

The City Administration **DOES NOT RECOMMEND** to the City Commission that the City's Parking Policy be reversed related to restrict the allowable enforcement times back to 8:00 p.m. The change in enforcement hours has had an almost immediate impact on parking habits of employees. We have seen more open spaces on the lower level of the Central Deck as a result of the change to 11:00 p.m.

The City Administration is aware of the concerns of some nightlife establishments that their customers may receive a ticket or be concerned about how much time they have “left” before they get a ticket. We would suggest that if the City Commission does wish to change the Parking Enforcement Times that they only move it back to 10:00 p.m. Changing the time back to 8:00 p.m. is simply welcoming the employees back to the lower level of the Central Parking Deck and moving customers away from the Central Core of Downtown. If parking is truly an issue as we have heard from so many nightlife establishments, then let's allow the change that was made less than 90 days ago to be moderately revised to 10:00 p.m. Let's not throw the revision out before its full impact has had a chance.

However, since the recommendation has come from the DDA Board we have attached a proposed Resolution for the City Commission to consider regarding this matter. We have left the time blank to allow the City Commission to determine what time they would like to have the enforcement of time limits enforced to.

Should you have any questions in advance of the meeting please feel free to contact me.



Not Just a Walk in the Park

Information Only

To: DDA Board
From: DDA Staff
CC: S:\DDA\Shared Files\DDA Board\DDA Agendas\DDA Agendas 2016\September2016
Date: 09/11/2016
Re: Parking enforcement changes

BACKGROUND:

After discussion by the DDA's Parking Committee, the City Commission on July 5, 2016 passed a resolution to increase parking enforcement in the municipal parking lots and on-street parking from 8 p.m. until 11 p.m., Monday through Saturday. The increase in enforcement hours was part of an effort to move employees from prime parking spaces, allowing visitors and customers to have better options when visiting Downtown Plymouth.

Also part of the plan was to hire a second parking enforcement team officer to patrol the lots in the evenings. The officer was hired and began patrolling evenings on Monday, Aug. 1.

Signage at the municipal lots affected was changed to include the 11 p.m. enforcement time.

And, wayfinding signs were erected throughout downtown to make it easier to find municipal lots where there are no time limits and tickets issued, including the upper level of the Central Parking Deck, East Central Lot (behind the Penn Theatre), Saxton's and at Harvey/Wing. Approximately half of our 950 on-street and municipal lot parking spaces downtown are not time limited.

With the changes suggested by the Parking Committee, it appeared employees were moving from the best parking spaces, namely the Central Parking Deck, to other non-time limited parking lots.

Since the longer enforcement hours were instituted in August, some DDA Board members and merchants have received feedback that customers are cautious about visiting downtown for fear of receiving a parking ticket. The reasoning is that to experience all downtown has to offer many times takes more than the two-hour time limit for on-street parking and three hours in municipal lots.

After hearing the concerns of visitors and customers, the DDA Board voted at its September 8 2016, meeting to recommend the City Commission change enforcement time back to 8 p.m.

PARKING POLICY

Adopted by the City Commission on November 1, 2004

Revised 02-21-05 – Change Central Parking Deck lower level to three hour time limit

Revised 07-05-05 – Reduce lower level permit fee & change Penniman lot to 3 hours

Revised 04-07-08 – Change to allow 13 parking spaces on lower lever of Central Deck to be 8 hours

Revised 08-03-09 – Change to allow temp. on street 3 hour parking during streetscape/deck construction

Revised 09-08-09 – Change back to 2 hour on street parking. Deck Construction Completed

Revised 04-02-12 – Change to eliminate 13 long term spaces on lower level of deck

Revised 05-16-16 - Change to overnight parking policy

Revised 07-05-16 - Change Times of Enforcement to extend until 11:00 p.m.

Revised 09-19-16 – Reverse the Times of Enforcement as revised on 7-5-16 back to 8:00 p.m.

<S:\MANAGER\Sincock Files\parking policy statement revised adopted by city commission 09-19-16.doc>

PREAMBLE:

From time to time it is necessary for the City Commission to update its policy as it relates to parking in the municipal or municipally controlled parking areas. This parking Policy is a result of deliberations that included representatives from the Plymouth Community Chamber of Commerce, the Downtown Development Authority (DDA) and the City Commission.

Further, it is the goal of the Chamber of Commerce, the City Commission and the City's Downtown Development Authority to encourage, create, maintain and manage parking in the downtown and other areas in a manner to support the economic viability and vitality of the heart of the Plymouth Community.

The demand for parking in the downtown area (*between Church to Wing and Harvey to Union/Deer*) is approaching capacity and the nature of the demand varies by location and use type. Planning for future parking needs in the downtown is prudent and there is a need to optimize current resources through the implementation of a comprehensive management and parking policy. The policy shall include the enforcement of time limited, free parking in a firm, fair and consistent manner.

PARKING SYSTEM SUPERVISION:

The Plymouth City Code indicates that the City Manager provides supervision of the municipal parking system, as indicated here:

SECTION 70-111 – Supervision: *The automobile parking system of the city shall be under the supervision and direction of the City Manager.*

This Policy Statement adopted by the City Commission, with the support of the Chamber of Commerce and the DDA shall provide guidance to the City Manager when acting in the role of parking system supervisor. Further, this City Commission Policy shall establish standards and fees when appropriate and authorized by City Ordinance.

PRIVATE PARKING LOTS:

The City recognizes that privately owned parking lots provide a significant amount of parking in the city's commercial areas. Often times these "private parking lots" are perceived as public parking areas. Private Parking lots or lots that are owned by other than the City MAY be regulated as a part of the municipal parking system ONLY with the consent and request of the owners or persons in charge of the private parking lot. The City shall determine the need for signage and shall maintain said signage in accordance with the Uniform Traffic Code for Cities R28.113b, Rule 136b. The cost for signage shall initially be borne by the City or its agents (DDA). Enforcement shall occur on private parking lots where the City has the consent and request from the owners or persons in charge of the parking lot in the same manner as in municipally owned parking lots consistent with the City's Parking Policy.

The City Manager shall develop a system to allow private parking lot owners to be regulated as a part of the municipal parking system. This system shall include the various forms and signage necessary to insure enforcement.

RESIDENTIAL PARKING IN MUNICIPAL PARKING LOTS:

The Chamber of Commerce, the DDA and the City Commission have established goals that promote downtown and downtown perimeter residential development. Due to this use overnight parking in municipal lots is sometimes required. Consistent with the goal to encourage downtown residential parking various sections of the City Code authorize a program for allowing overnight parking in municipal parking lots, including:

SECTION 70-94 – Overnight Parking, municipal parking lots:

Overnight parking in municipal parking lots IS permitted unless otherwise posted.

SECTION 70-95 - Overnight Parking Authorization to issue permits:

The City Manager is authorized to establish procedures for the issuance of permits for parking overnight on public streets, courts, alleys and municipal parking lots.

SECTION 70-112 – Rates:

The rates for parking in off-street parking lots and structures, operated as a part of the automobile parking system shall be established by resolution of the City Commission from time to time based on recommendation of the city manager. Such rates need not be uniform throughout the system, but shall be based upon demand for parking in the area, which the lot or structure serves and such other considerations as the commission shall deem pertinent. The rates and charges in effect upon the date of the adoption of this code shall remain in effect until thereafter changed as herein provided.

SECTION 70-116 – Central Parking Lot:

In the public parking lot known as the Central Parking Lot situated within the area bounded by Penniman Avenue, S. Main Street, W. Ann Arbor Trail, S. Harvey Street, no owner or operator of a motor vehicle or conveyance shall park the same or permit the same to be parked in such parking lot and structure for a continuous period of time in excess of those time restrictions placed on such motor vehicle and duly posted. Such time restrictions shall be posted at the entrances and/or designated time zone restriction areas, excluding special events designated by the City Manager. Such posted time limitations upon parking in such parking lot and structure shall be in force all days of the week excepting Sunday and legal holidays known as New Year's Day, Memorial or Decoration Day, July the Fourth or Independence Day, Labor Day, Thanksgiving Day, and Christmas Day and other days deemed appropriate by the city commission.

SECTION 70-119 – Vehicle Abandonment:

Any motor vehicle parked for over 48 consecutive hours in any parking lot or structure of the system, shall be deemed abandoned and may be removed by the city and impounded. Vehicles with residential permits shall not be considered abandoned until at least 120 hours (five days) has passed. Any motor vehicle otherwise parked in violation of this division may be removed by the city from the parking lot or structure in which it is parked and impounded. Any vehicle so impounded by the city shall not be released to the owner until all parking charges, storing and towing charges shall have been paid by the owner. The procedure for disposing of impounded vehicles shall be as specified in this chapter. The abandonment of a vehicle as provided in this section shall constitute of violation of this chapter.

Through the adoption of this policy the City Manager as Supervisor of the Parking System (70-111) shall have established a residential parking program (70-95) for residents located in the Downtown Development District. That program shall be as follows:

- Residents must be able to show current registration for the vehicle showing an address for a building located in the Downtown Development District.
- Residents who live in the downtown area must use either the Central Parking lot/structure, designated public parking locations or private property for residential parking. The City Commission shall establish an annual fee (70-112) for residential parking permits in the public parking lots.

- Persons with outstanding (*unpaid*) parking tickets shall not be eligible for parking permits.
- Eligible residents will complete required forms and show appropriate documentation of compliance with this policy and pay all established fees.
- Residents will be required to prominently display the residential parking permit in accordance with the directions at the time of issuance. Failure to display the permit shall constitute a violation of the parking ordinance. Only permits authorized by the City Manager shall be valid for parking.
- Residents with permits shall be allowed to park in open parking (*non-reserved*) spaces on the upper level of the Central Parking Deck. Residents may apply for lower level reserved parking spaces (*if offered*) as long as they pay the appropriate fee for lower level reserved parking.
- It should be noted that there might be times when there are no available spaces in the lower level or upper level of the parking structure. A residential permit does not guarantee a parking space. Parking restrictions for areas outside of the Parking Structure also apply to permit holders.

By Adoption of this policy by Resolution, the City Commission does hereby establish the annual fee of \$25.00 for a downtown residential parking permit for the upper level of the Central Parking Lot/Structure, designated public parking locations.

RESERVED (VANITY) PARKING CENTRAL PARKING DECK:

There has been a practice of allowing several parking spaces on the lower level of the Central Parking Lot/Structure for Reserved (or vanity) Long Term Parking. It shall be the policy of the City to allow not more than Ten (10) parking spaces for reserved/vanity long term parking (70-116). By adoption of this policy the City Commission establishes a fee of \$400.00 per year for a reserved/vanity long-term parking space (70-112). A Reserved Parking Permit does not guarantee a particular parking space, or any parking space on the lower level of the parking deck. A Reserved Parking Permit does allow the owner of the permit to park their vehicle in ANY lower level parking space for periods of time beyond the posted time limitations on parking.

Holding a Reserved/Vanity Parking Permit does not guarantee a parking space on the lower level, due to events and other activities in the downtown.

- Reserved Parking Permits are not valid during major Special Events such as, but not limited to the following, Fall Festival, Art in the Park and the Plymouth Ice Sculpture Spectacular.

- Persons holding a Reserved/Vanity Parking Space Permit are not subject to time limitations on the Central Parking Lot/Structure, all other rules of the parking system apply.
- Vehicles with residential permits shall not be considered abandoned until at least 120 hours (five days) has passed

CENTRAL PARKING LOT/STRUCTURE PARKING TIME LIMITS:

All parking spaces on the lower level of the Central Parking Lot shall be limited to THREE HOUR parking (70-116). All parking time limit restrictions shall be enforced between the hours of 9:00 a.m. to 8:00 p.m. Monday through Saturday, except designated holidays.

Signs shall be posted at the entrance to the lower level to indicate the time restrictions for all spaces (70-116).

The upper level of the parking deck shall be limited to eight hour parking and residential parking with permit. The upper level of the parking deck shall have parking time limits enforced between 6:00 a.m. and 8:00 p.m.

ON STREET OR PUBLIC PARKING LOT MARKED PARKING SPACES (Commercial Areas):

In the areas commonly known as the Old Village Commercial Area and the Downtown Commercial Area, there are several parking spaces located on the street and in public parking lots. The City Commission has the authority to designate all municipally owned parking spaces as metered parking areas. HOWEVER, AT THIS TIME THE CITY SHALL NOT DESIGNATE ANY PUBLIC PARKING AS METERED PARKING. The focus of this policy as recommended by the Sub-Committee of the Chamber of Commerce, DDA and the City Commission is to enforce time limited free parking in a firm, fair and consistent manner.

On Street Parking Spaces and public parking lots in the Old Village Commercial Area shall be limited to Two (2) Hour maximum parking times. On Street Parking in the downtown commercial district, also known as the Downtown Development District shall be limited to a two (2) hour maximum parking time.

Parking in the Penniman Parking Surface Lot shall be limited to either three or eight hour parking in designated areas as determined by the City Manager. Parking restrictions in these areas of the City shall be enforced Monday through Saturday between the hours of 9:00 a.m. 8:00 p.m. except designated holidays.

Signs shall indicate the parking time restriction as well as the enforcement times.

OVERNIGHT PARKING – ON STREET:

SECTION 70-93 – Overnight Parking:

Parking on any public street court, or alley within the city limits is hereby prohibited between the hours of 3:00 am and 6:00 am with the exception of Sundays and holidays.

INTENT:

It is the intent of the City of Plymouth to keep streets as clear as possible between the hours of 3:00 am and 6:00 am. Fewer vehicles on the street during these times provides for better street maintenance in the form of cleaning and snow removal. In addition, clear streets promote crime deterrence and offer the police department better visibility while conducting neighborhood patrols.

POLICY:

Parking on any public street court, or alley within the city limits is prohibited between the hours of 3:00 am and 6:00 am with the exception of Sundays and holidays (70-93). However, the City Manager is authorized to establish procedures for the issuance of permits for parking overnight on city streets and municipal parking lots (70-95).

The City Manager has designated that the Police Department shall have charge of the application for overnight on-street and residential parking permits. Further, the Police Department shall conduct all necessary investigations to determine need for overnight on-street residential parking permits.

OVERNIGHT RESIDENTIAL PARKING PERMIT PROCESS:

Applications for Overnight Parking Permits are available at the Police Department front counter within City Hall or online via the City's website (www.ci.plymouth.mi.us).

Applications must be completed in their entirety and submitted with all required documentation. Completed applications will then be turned over to the Police Department Ordinance Officer to review and investigate the need for a permit per this policy.

It shall be the policy of the city and required that the vehicles shall fill all available parking spaces, as determined by the building code for vehicles including the garage and driveways. A parking space shall be considered available if the original construction was for the parking of a vehicle. This includes garage space that is being used for storage and not available for vehicle parking. If garage space is being used for storage it shall be included in the available parking spaces for that residence.

In order to receive a parking permit, all vehicles must be registered to the residence address requesting the permit. Further, the driver's license of the person requesting the permit must show a valid City of Plymouth address for the location in question.

There shall be a \$25.00 fee paid to the City of Plymouth for Overnight Parking Permits. This fee shall be used to cover the cost of the permit as well as processing the permit and the necessary Ordinance Officer investigation related to the permit.

TEMPORARY OVERNIGHT PARKING AUTHORIZATION:

It is understood that specific situations arise from time to time in which overnight on-street parking may be necessary. Such situations are considered temporary and infrequent. They may include emergencies, home or driveway construction, and out-of-town guests. To facilitate this need, the Temporary Overnight Parking List has been established to provide authorization for such temporary and infrequent situations.

Temporary overnight parking authorization will be limited to no more than 14 days in a calendar month. In extreme cases, additional days may be permitted at the discretion of the Chief of Police or his designee.

The Temporary Overnight Parking List is maintained within the Plymouth Community Communications Center (PCCC). A vehicle may be placed on this list by calling the PCCC and providing the following information of the vehicle that will be parked on the street:

1. Address in which the vehicle owner/driver will be visiting.
2. Vehicle Make.
3. Vehicle License Plate Number.
4. Beginning and ending dates being requested to park on the street between 3:00 am and 6:00 am (limited to 14 days in any calendar month).

PARKING SYSTEM ENFORCEMENT:

Currently Section 70-135 of the City Code indicates that a Police Officer of the City shall issue a traffic ticket or notice of violation.

Section 70-135 – Issuing Tickets:

The issuance of a traffic ticket or notice of violation by a police officer or parking enforcement officer of the city shall be deemed an allegation of a parking violation. Such traffic ticket or notice of violation shall indicate the length of time in which the person to whom the same was issued must respond before the parking violations bureau. It shall also indicate the address of the bureau, the hours during which the bureau is open, the amount of the penalty scheduled for the offense for which the ticket was issued and advise that a warrant for the arrest of the person to whom the ticket was issued will be sought if such a person fails to respond within the time limited.

Parking enforcement may be handled by either full or part time personnel of the City. Violations would be forwarded to the police administration for follow up and additional collection activity, as needed.

The cost for the enforcement program should be borne by the City as designated and determined in its annual budget. This does not preclude that the City's Downtown Development Authority budget being used to help assist in funding this effort. Any collection of fines generated by the enforcement activity should be used to offset the expense of the program. Included in the cost of the enforcement activity should be all expenses related to the Parking Enforcement Officer/Police Officer dedicated to this enforcement program as well as the cost for follow up processing and collection of the violation fees.

EVENT PARKING:

The City of Plymouth hosts a number of major special events annually. By adoption of this policy the City Commission does hereby set a fee of \$5.00 for all major special events as determined by the City Manager. Event parking rates shall also be allowed to be charged on Sunday or Holidays as determined by the City Manager. Event Parking shall be allowed and may be charged in the Central Parking Deck, East Central Lot, Penniman Lot and the Harvey and Wing Parking Lot.

As a matter of policy the City shall allow up to 150 Advanced Purchase Event Parking Passes (APEPP) to be purchased by the Plymouth Community Chamber of Commerce at a cost of \$3.00 each. Advanced Purchase Event Parking Passes DO NOT guarantee a parking space. Possession of an APEPP allows access to the regulated parking area when space becomes available for no additional fee. APEPP at the Central Parking Deck shall be for parking on the upper level, if space is available.

The City Manager shall be allowed to hire either temporary parking lot attendants or shall be allowed to partner with a local service organization that is a member of the Chamber of Commerce to provide for attendants during Event Parking Hours.

**NOTE: There will be a need to choose the time of enforcement –
Fill in the Blanks**

RESOLUTION

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

WHEREAS The City Commission established a Parking Policy in November of 2004, and

WHEREAS From time to time the Parking Policy needs to be updated.

NOW THEREFORE BE IT RESOLVED THAT THE City Commission of the City of Plymouth does hereby adopt the following highlighted sections to the Parking Policy.

CENTRAL PARKING LOT/STRUCTURE PARKING TIME LIMITS:

All parking spaces on the lower level of the Central Parking Lot shall be limited to THREE HOUR parking (70-116). All parking time limit restrictions shall be enforced between the hours of 9:00 a.m. to _____ p.m. Monday through Saturday, except designated holidays.

Signs shall be posted at the entrance to the lower level to indicate the time restrictions for all spaces (70-116).

The upper level of the parking deck shall be limited to eight hour parking and residential parking with permit. The upper level of the parking deck shall have time limits enforced between the hours of 6:00 a.m. to _____ p.m., Monday through Saturday, except designated holidays.

ON STREET OR PUBLIC PARKING LOT MARKED PARKING SPACES (Commercial Areas):

On Street Parking Spaces and public parking lots in the Old Village Commercial Area shall be limited to Two (2) Hour maximum parking times. On Street Parking in the downtown commercial district, also known as the Downtown Development District shall be limited to a two (2) hour maximum parking time.

Parking in the Penniman Parking Surface Lot shall be limited to either three or eight hour parking in designated areas as determined by the City Manager. Parking restrictions in these areas of the City shall be enforced Monday through Saturday between the hours of 9:00 a.m. and _____ p.m. except designated holidays.

Signs shall indicate the parking time restriction as well as the enforcement times.

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 - Fire Truck Lease Authorization - City Comm - 09-19-16.doc
Date: 9/16/2016
Re: Lease Authorization for Fire Truck

BACKGROUND:

The City Commission is aware that we have been working to replace our 1988 Fire Truck. In addition, the Commission is aware that, under the terms of the First Amendment to the Inter-local Agreement with Northville that, each City is now required to purchase their own fire apparatus or fire trucks, with the exception of the Aerial Bucket Truck, which was jointly purchased in accordance with the revised Inter-Local Agreement with Northville and Plymouth.

The City of Plymouth has a 1988 Pierce Fire Truck (1761) that is typically used as a second, full-size engine into a scene. Typically, when our 2011 Pierce Truck (1721) is sent out of the station on a call for service, mutual aid, or station coverage to Northville City, then 1761 is either sent directly to the fire scene in the City or is moved from Station 3 to Station 2 to insure that we always have a full size truck at the Plymouth City Hall Station.

Due to the age of the 1988 Truck (1761), the City has been “keeping an eye out” for a “demonstrator” truck that would match all of the capabilities of the current 1721 engine. We are looking for a truck that has the same pump capacity of the current 1721, have on-board foam capability and carry 1,000 gallons of water. Specifically, we were looking for a truck that could match the current standards for a fire truck, which our current vehicle (1761) does not. We are looking at a demonstrator unit because of our (fortunately) low run volume for the primary fire apparatus and this helps reduce our costs for the vehicle.

The City Commission should be aware of the NFPA 1901 Standard for fire apparatus service life. That standard recommends that an apparatus stay in front line service no longer than 15 years and be totally removed from service after 25 years. I will note that the current 1761 is 28 years old and has passed the annual pump test and is maintained at a high level. However, we are concerned that at some point in the near future the truck may not pass the annual required tests. In addition, we are concerned about how the Insurance Services Organization (ISO) will review the 28 year old vehicle as a part of an overall evaluation. ISO rating is used as one element in determining private home and business insurance rates for our citizens. Due in part to the joint operation with Northville the City of Plymouth has improved our ISO rating to a 4 from the previous 5 rating. We also feel that we are very close to a 3 rating if we can continue to make improvements to dispatching and fire inspection, as well as vehicle/equipment upgrades. In order to maintain our rating we need to be constantly aware of all of the elements that go into the rating and work on those items.

Obviously, one of the issues is how to pay for a truck and where is the money coming from and on this topic we have examined a number of alternatives. Again, we obviously do not have a lot of true fires and we have fire trucks that lose value at a very quick rate. This is much like driving a car off the dealer's lot and you lose significant value. We were looking for ways to stabilize our costs over the long term, yet still provide high quality equipment to the Fire Department on a fairly regular basis.

We also note that we have some capital to work with; as the Commission is aware, that last August we received a refund of over \$310,000 from the City of Northville as a result of the revised Inter-Local Agreement, which made each city responsible for the replacement of Fire Trucks. The refund was our share of the money that we paid Northville for future truck replacement.

In August of 2015, the Plymouth City Commission authorized a "Plymouth Share" of the down payment on the new aerial bucket truck in the amount of \$200,000. In addition, the Commission authorized \$26,486 of upgrades to our Plymouth Fire Stations to accommodate the size of the new truck. Of the \$310,000 refund, there is a balance of more than \$83,000 for future fire truck replacements, which in the world of Fire Trucks is not much.

One of the options that we researched is the possibility of leasing of a Fire Truck in an effort to stabilize our costs at a lower number, while still providing a high quality fire apparatus. We have found a lease option available through a government program through Community Leasing Partners. We would propose a five year lease with a guaranteed "residual value" or buy-out option at the end of the lease. This program option seemed to meet all of our criteria as it takes the new car lease model that we are all familiar with and applies it to the large fire apparatus.

We have researched programs of this nature for many areas of our fleet and have had much success. We use a similar model when purchasing the Vactor Truck, which has a new cost that matches a fire truck, and provides a residual value at the end of the cycle. We also looked at the lease option for police cars, but the residual value is very low. One of the criteria is can the fire truck "fit into" the available funding.

We are pleased to indicate that we have found a fire truck that is a demonstrator unit that meets the needs of the City of Plymouth. It is a 2015 Rosenbauer with a Hale Pump and an onboard foam system. The pump capacity is 1,500 GPM and it has a booster tank (water storage) of 1,000 gallons. With the demonstrator discount we are able to get the price down to \$477,025.00. When compared to the current 1721, which was also a demonstrator; we paid \$440,321 in early 2011. That is a price increase of just over 7% over a period of five years. Non-demonstrator units that are equipped like we want the truck equipped would be in excess of the \$500,000 range.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize a lease of the new truck for a period of five years with Community Leasing Partners. Much like a car lease, we are able to obtain a good annual price on the vehicle, which gives us an opportunity to have a vehicle that is "new". The Lease Payment program, like your car lease allows us to upgrade to a new vehicle at the end of the lease, while the vehicle still has a high residual value or buy out the lease for the residual value. Clearly, we would have to finance any fire truck purchase due to the very large capital outlay. A lease option allows us to keep costs relatively low, avoid bond attorney fees related to a finance effort. We will note that our Bond Attorney did review this package and it does not require a formal legal opinion from him.

In this case, we would recommend that the City of Plymouth lease the new fire truck, with bumper to bumper warranty during the entire lease with a down payment of \$71,554 and annual payments of \$48,634.30. In the case of the fire truck the residual value would be \$208,423. The total payments on the vehicle would be \$314,725.50 and the total finance cost of the vehicle would be \$46,123.50 over the period of the entire lease.

This program keeps our down payment within the range (\$83,000) of available funding from the "equipment refund" from Northville and allows us to ease into establishing equipment rates for the fire apparatus starting in the 2017 – 18 Fiscal Year. As you will recall, we had a brief discussion at a Budget Study Session, indicating that we would need to start putting money towards equipment replacement for the Fire Department as a result of the revised Inter-Local Agreement with Northville.

In addition, this project and truck was reviewed in more detail by the Northville Plymouth Fire Advisory Board in accordance with the Inter-Local Agreement at their meeting earlier on Monday.

In short, instead of putting a large sum of money away on an annual basis for a future purchase and disposal of an old vehicle with limited use and value, we would be using the lease model to help keep our costs stable over a number of years while keeping our equipment "current" as we rotate our vehicles with the lease, but maintain the option to buy out the lease at the end of five years. This also keeps our fire apparatus in top condition, reducing maintenance and down time and it makes it easier to maintain our ISO rating for the community.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. We have also attached a significant amount of data on the vehicle for your reference. Should you have any questions in advance of the meeting please feel free to contact me.

PUMPERS

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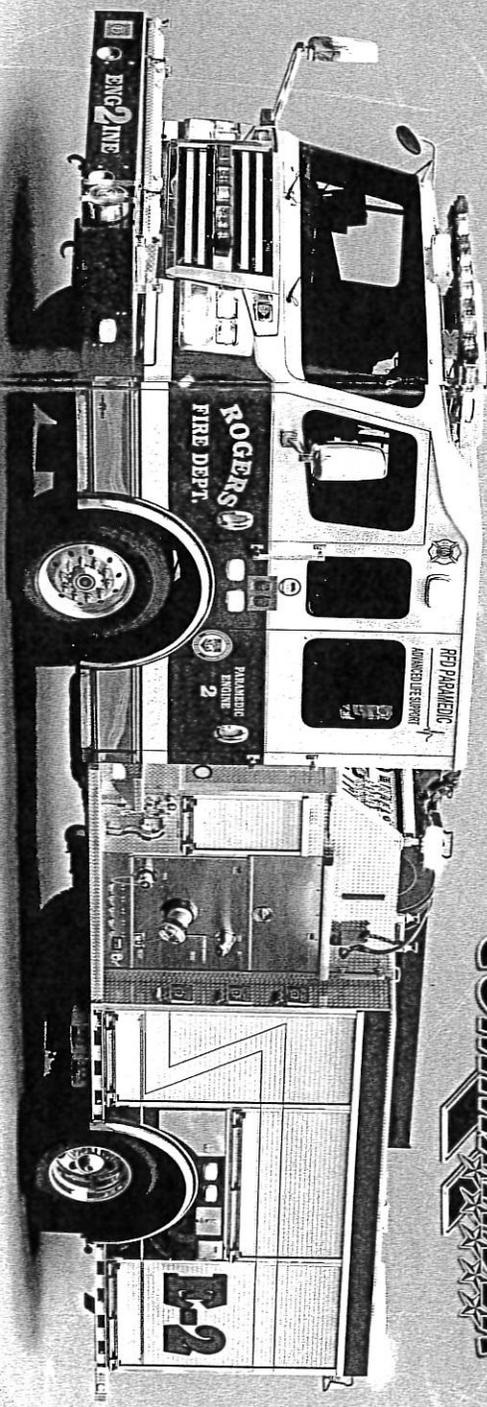
PUMPERS

CUSTOM CHASSIS OPTIONS

BOLD AND POWERFUL

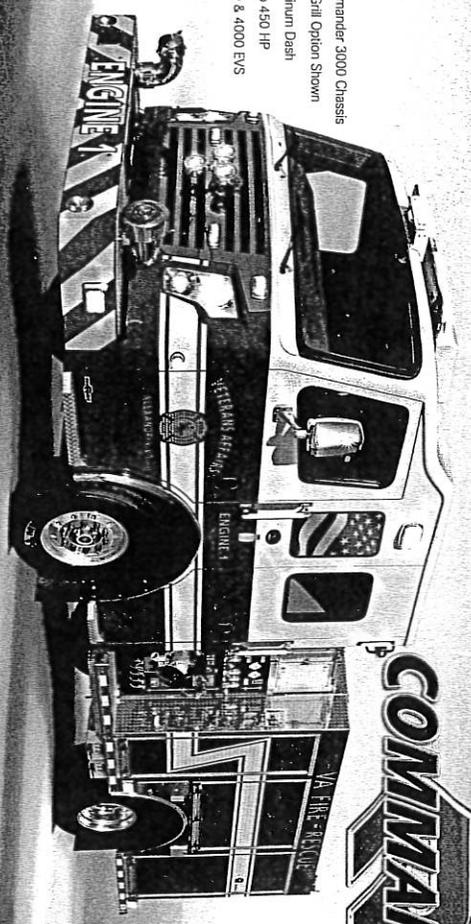
The Commander and Warrior chassis are feature-rich, providing numerous benefits firefighters desire. Rosenbauer solicited input from active firefighters, fleet management, and fire chiefs. The results outstanding vehicle performance, unparalleled cab ergonomics, features that enhance firefighter safety and much more at an affordable price.

The performance of the chassis is critical for safety of the passengers, and we are confident that when you drive and ride in the Commander or Warrior you will be impressed with the vehicle handling and ride characteristics. The driver will feel in total control behind the steering wheel due to the responsive and exceptional maneuverability. Drive a Commander, and we are sure you will agree that the best way to describe the performance is outstanding!



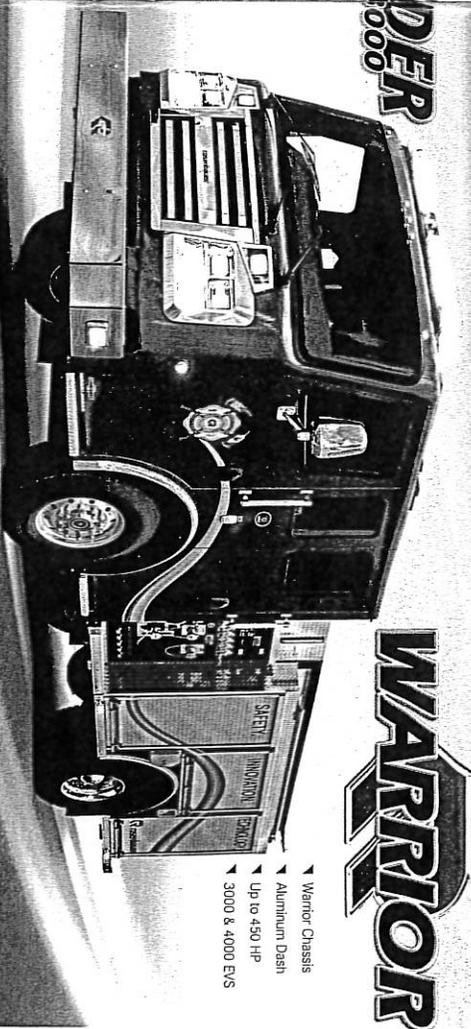
- ▶ Commander 4000 Chassis
- ▶ Composite Dash
- ▶ Up to 400 HP
- ▶ 3000 & 4000 E/S
- ▶ Available with Four-Wheel Drive
- ▶ 25+ Cab Options

COMMANDER



COMMANDER 3000

- ▶ Commander 3000 Chassis
- ▶ Flat Grill Option Shown
- ▶ Aluminum Dash
- ▶ Up to 450 HP
- ▶ 3000 & 4000 E/S



WARRIOR

- ▶ Warrior Chassis
- ▶ Aluminum Dash
- ▶ Up to 450 HP
- ▶ 3000 & 4000 E/S

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PUMPERS

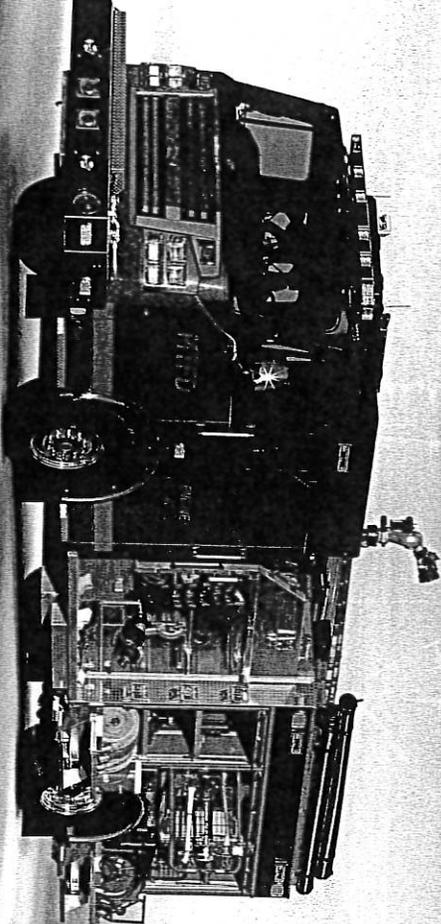
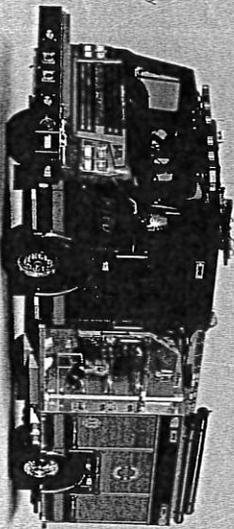
CUSTOM TOP MOUNT PUMPERS

ABOVE ALL THE REST

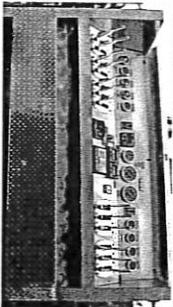
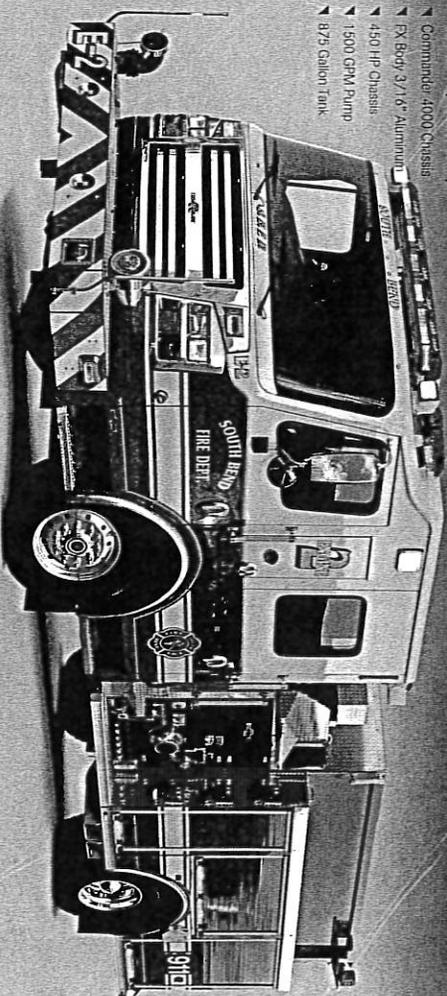
Choosing the right pump configuration is worry-free with Rosenbauer. Our professional engineering staff are dedicated to making your specifications a reality.

The top mount pumper is widely regarded as the safest location for your pump operator. Options for crosslays, storage can be either under the pump control or as a stand section alone mounted behind the cab wall. Easy to operate slide-out trays make repacking your hose/roll less burdensome.

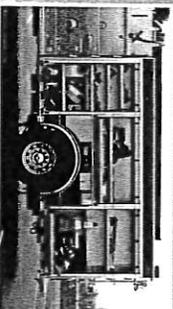
- ▶ Custom Top Mount Pumper
- ▶ Commander 4000 Chassis
- ▶ EXT Body w/ Lifetime Transferable Warranty
- ▶ 400 HP Chassis
- ▶ 1500 GPM Pump
- ▶ 750 Gallon Tank



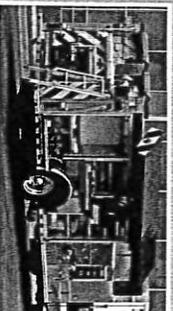
- ▶ Custom Top Mount Pumper
- ▶ Commander 4000 Chassis
- ▶ FX Body 3 1/16" Aluminum
- ▶ 450 HP Chassis
- ▶ 1500 GPM Pump
- ▶ 975 Gallon Tank



Top Mount Control Panel



Customized Compartment Storage



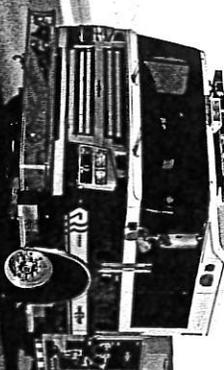
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PRO TIP: GREEN STAR IRT

★ IDLE REDUCTION MADE EASY

Rosenbauer's GREEN STAR™ idle reduction system uses electronic controls to shut down the chassis engine on-scene when the fire pump is not engaged. These electronic controls then start either the diesel-driven generator or transfer power from a commercial grade battery auxiliary power unit. An APV is capable of maintaining the chassis heating and cooling requirements. The diesel-driven APV uses approximately one-fourth the fuel compared to the chassis engine, thus saving fuel costs, lowering emissions, and extending the service intervals between oil changes and PPE service and replacement.

Rosenbauer offers a commercial grade lithium battery APV and a marine battery APV system. Both battery systems offer complete idle reductions. However, some DVA's are limited based on BTUs and number of batteries utilized.



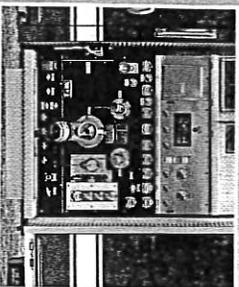
PUMPERS

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TRIED AND TRUE

Custom side mount pumpers have dominated fire department fleets for decades and for good reason; they are tried and true. Rosenbauer is the leader in firefighting innovation, incorporating world class features into your apparatus.

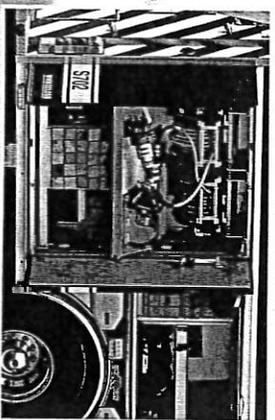
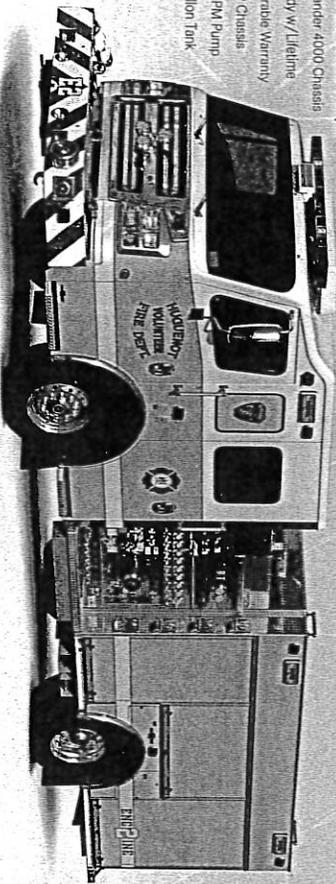
Rosenbauer's EXT, FX and CT bodies are fully customizable and are available in 1/8" or 3/16" aluminum or stainless steel. State-of-the-art body electrical wiring reduces service time and money.



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- ▶ EXT Body w/ Uleline Transferable Warranty
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- ▶ 1500 GPM Pump
- ▶ 750 Gallon Tank



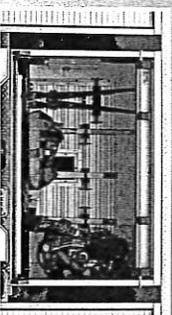
Full Width Access Compartments



Full Depth Full Height Side Compartment

Custom Side Mount Pumper

- ▶ Commander 4000 Chassis
- ▶ FX Body 3/16" Aluminum
- ▶ 450 HP Chassis
- ▶ 1500 GPM Pump
- ▶ 750 Gallon Tank



Customizable tool storage



Slide out equipment trays

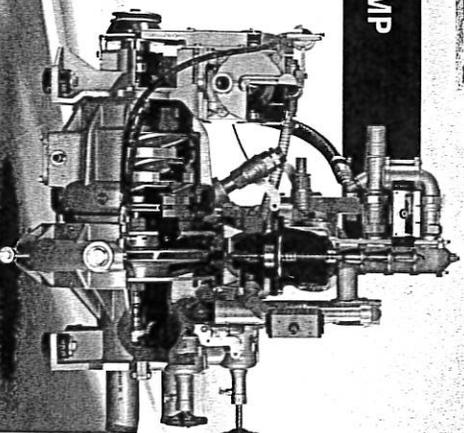
PRO TIP: ROSENBAUER NH SERIES PUMP

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- ▶ PTO Direct Driven - No Gear Box
- ▶ PTO Gear Box with Multiple Drive Ratios
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ROSENBAUER... THE ONLY TRUE SINGLE SOURCE PROVIDER FOR A COMPLETE FIRE APPARATUS.

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- ▶ Capable of Volume and High Pressure Flows Simultaneously
- ▶ CAS-like Foam on High Pressure NPPA Rated from 500 GPM to 1500 GPM
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- ▶ High Grade Stainless Steel Shaft
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ROSENBAUER
Firefighting Technology

May 5, 2016

RESOLUTION

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

WHEREAS The City of Plymouth and the City of Northville offer fire services to their residents
Through an Inter-Local Agreement between the two communities, and

WHEREAS As a part of the agreement the two cities are responsible for the purchase and
Replacement of Fire Apparatus (trucks), and

WHEREAS The City of Plymouth has a 1988 Fire Truck that has exceeded the recommend
Service life for Fire Apparatus, and

WHEREAS The City of Plymouth has found a demonstrator fire truck that meets the needs
Of the Department to include a 1,500 GPM pump, on board foam capacity, and
A 1,000 gallon booster tank, and

WHEREAS The NPFAB has reviewed the proposal for a lease of the truck and have reviewed
The details of the truck as well.

NOW THEREFORE BE IT RESOLVED THAT the Plymouth City Commission authorize the lease of the 2015 Rosenbauer Fire Truck from Emergency Vehicles Plus of Milan, Michigan. The lease agreement is authorized through Community Leasing Partners with a down payment in the amount of \$71,554 and five annual payments of \$48,634.30.

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 - Police Officer - 09-19-16.doc
Date: 9/12/2016
Re: Authorization to Hire

BACKGROUND:

In August of 2000 the City Commission adopted a Hiring Ordinance, which requires the Administration to seek prior and express approval for any full time hiring. In compliance with that Ordinance the Administration is seeking approval to proceed with the hiring of a full time Police Officer.

We have a police officer who is retiring as a police officer and this has created an opening in our ranks. The budget is authorized for 16 police officers, counting the Chief. We would anticipate that written testing will take place in October and the top ranked candidates from the written test will then be invited to an oral board in October/November, with hiring taking place shortly afterwards.

The Commission is also aware that it takes a new police officer approximately four months to complete the Field Training Officer (FTO) Program. Upon completion of the FTO the officer can then be on their own and a part of the regular shift rotation.

This is a replacement position and it will maintain our police staffing at the budgeted levels.

RECOMMENDATION:

The City Administration recommends that the City Commission provide prior and express approval to begin the hiring procedures for a police officer in accordance with the City's Hiring Ordinance. 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 in advance of the meeting.

RESOLUTION

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

WHEREAS The City Commission did adopt what is commonly known as the Hiring Ordinance in August of 2000, and

WHEREAS The Ordinance requires that the City Administration seek prior and express approval For any full time position, and

WHEREAS The City Administration is seeking Prior and Express approval for the hiring of a Police Officer to fill a vacancy in that Department.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize prior and express approval to hire a police officer. The City Administration is authorized to proceed with hiring the new Police Officer.

ADMINISTRATIVE INFORMATION

To: Mayor & City Commission
CC: S:\MANAGER\Sincock Files\Memorandum - Traffic Control Order 16 -1 and 16 -2 09-19-16.doc
From: Paul J. Sincock -City Manager
Date: 9/15/2016
Re: Traffic Control Orders – **NO ACTION NEEDED**

The City Commission will recall that when we make changes to street signs that there is a need for a Traffic Control Order. These orders are first handled administratively and then after a “waiting period” they are finally adopted by the City Commission. In order to make the signs legal it is necessary for a Traffic Control Order to be written and then the proper signage to be installed.

There is **NO ACTION OF THE CITY COMMISSION REQUIRED AT THIS TIME**. This is merely informational. We anticipated that formal action of the City Commission to adopt the traffic control order will take place in the December/January time frame.

These Traffic Control Orders will be for the Downtown Development District area. One order is to allow the temporary loading zones that have been created to accommodate the construction projects on North and South Fleet Street Alleys. Another Traffic Control Order is to once again change the time limited parking on Wing Street between Harvey and Forest. This order was requested by the Downtown Development Authority. This order once again changes the time parking time limits are enforced on that small section of Wing Street. This is being done to accommodate additional employee parking for the Credit Union.

Again, no action is required at this time. The City Commission will act upon these changes at a later date. Should you have any questions in advance of the meeting please feel free to contact either Chris Porman or myself.



Department of Municipal Services

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

Date: Monday, September 12, 2016
To: Paul Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services
Re: Report of Traffic Control Order No. 16-1

Today, September 12, 2016, I issued Traffic Control Order No. 16-1 for the establishment of Loading Zones in Downtown as necessitated due to the reconstruction of the alley ways commonly known as Fleet St and Fleet St South. The Loading Zones have been reviewed by the City Engineer, the DDA staff, Municipal Services and the Police Department. Traffic Control Order No. 16-1 will affect parking regulations in the following locations:

- Main, between Ann Arbor Tr & Penniman
- Penniman, between Main & Harvey
- Ann Arbor Tr, between Harvey & Main
- Forest, between Ann Arbor Tr & Wing

According to the Uniform Traffic Code, all Traffic Control Orders are temporary until approved by the City Commission and filed with the Clerk. The temporary Traffic Control Order for the signs in the locations listed above is set to expire on December 10, 2016. No formal action will be taken, I anticipate allowing this Traffic Control Order to expire as the Fleet St and Fleet St South reconstruction projects conclude.

The Loading Zone signs are being installed by Municipal Services crews beginning Monday, September 12, 2016.

Should you have any questions, please feel free to contact me in advance of the meeting.



Traffic Control Order

Traffic Control Order No. 16-1

TO: Linda J. Langmesser CMC
City Clerk

FROM: Chris S. Porman
Street Administrator

RE: Traffic Control Order

DATE: September 12, 2016

Pursuant to the authority provided by Section 28.11.53 of the Uniform Traffic Code of the City of Plymouth, the following traffic regulatory signs are directed to be installed.

Penniman, Harvey to Main:

Add the "No Parking Loading Zone" AND "6AM-11AM" on new temporary sign pole and base on South side of Penniman at the First parking space West of the Handicap accessible parking space, West of Main St.

Add the "No Parking Loading Zone" AND "6AM-11AM" on new temporary sign pole and base on South side of Penniman at the Fifth parking space West of the Handicap accessible parking space, West of Main St.

A Loading Zone is established for the five (5) spaces on the South side of Penniman, West of the Handicap accessible space, West of Main St.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

Main St, Ann Arbor Tr to Penniman:

Add the "No Parking Loading Zone" AND "6AM-11AM" on new temporary sign pole and base on West side of Main St at the First parking space North of Ann Arbor Tr.

Add the "No Parking Loading Zone" AND "6AM-11AM" on new temporary sign pole and base on West side of Main St at the Fifth parking space North of Ann Arbor Tr.

A Loading Zone is established for the five (5) spaces on the West side of Main St North of Ann Arbor Tr.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

Ann Arbor Tr, Harvey to Main:

Add the “No Parking Loading Zone” AND “6AM-11AM” on new temporary sign pole and base on North side of Ann Arbor Tr at the First parking space West of the alleyway commonly known as Fleet St.

Add the “No Parking Loading Zone” AND “6AM-11AM” on new temporary sign pole and base on North side of Ann Arbor Tr at the Third parking space West of the alleyway commonly known as Fleet St.

A Loading Zone is established for the three (3) spaces on the North side of Ann Arbor Tr, West of the alleyway commonly known as Fleet St.

Add the “No Parking Loading Zone” AND “6AM-11AM” on new temporary sign pole and base on North side of Ann Arbor Tr at the First parking space East of Harvey.

Add the “No Parking Loading Zone” AND “6AM-11AM” on new temporary sign pole and base on North side of Ann Arbor Tr at the Third parking space East of Harvey.

A Loading Zone is established for the three (3) spaces on the North side of Ann Arbor Tr, East of Harvey.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

Forest, Ann Arbor Tr to Wing:

Add the “No Parking Loading Zone” AND “6AM-11AM” on new temporary sign pole and base on East side of Forest at the First parking space North of the mid block curb bump out at/near 555 Forest.

Add the “No Parking Loading Zone” AND “6AM-11AM” on new temporary sign pole and base on East side of Forest at the Fourth parking space North of the mid block curb bump out at/near 555 Forest.

A Loading Zone is established for the four (4) spaces on the East side of Forest, North of the mid block curb bump out at/near 555 Forest.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

This emplacement is ordered temporary subject to review in seventy (70) days with reports and recommendations to the City Manager prior to the expiration of the 90 day test period.

cc: Paul J. Sincock, City Manager
Al Cox, Director of Public Safety



Department of Municipal Services

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

Date: Thursday, September 15, 2016
To: Paul Sincock, City Manager
From: Chris S. Porman, Director of Municipal Services
Re: Report of Traffic Control Order No. 16-2

Today, September 15, 2016, I issued Traffic Control Order No. 16-2 for the changes to Downtown Parking as recommended by the DDA Board on September 8. Traffic Control Order No. 16-2 will affect parking regulations in the following locations:

- Wing, between Harvey & Forest

According to the Uniform Traffic Code, all Traffic Control Orders are temporary until approved by the City Commission and filed with the Clerk. The temporary Traffic Control Order for the signs in the locations listed above is set to expire on December 13, 2016. Formal action will be taken after seventy days from the issue date and before the expiration date above.

The parking signs will be installed by Municipal Services crews beginning Monday, September 19, 2016.

Should you have any questions, please feel free to contact me in advance of the meeting.



Traffic Control Order

Traffic Control Order No. 16-2

TO: Linda J. Langmesser CMC
City Clerk

FROM: Chris S. Porman
Street Administrator

RE: Traffic Control Order

DATE: September 15, 2016

Pursuant to the authority provided by Section 28.11.53 of the Uniform Traffic Code of the City of Plymouth, the following traffic regulatory signs are directed to be installed.

Wing St, Harvey to Forest:

On Wing between Harvey and Forest, on the South side of the street, Remove one (1) 2Hr parking sign on existing pole in front of 983 Wing.

On Wing between Harvey and Forest, on the South side of the street, Install one (1) 8Hr parking sign on existing pole in front of 983 Wing.

On Wing between Harvey and Forest, on the South side of the street, Remove one (1) 2Hr parking sign on existing pole in front of 921&927 Wing.

On Wing between Harvey and Forest, on the South side of the street, Install one (1) 8Hr parking sign on existing pole in front of 921&927 Wing.

Parking restrictions other than those listed above exist and are unaffected by this TCO.

This emplacement is ordered temporary subject to review in seventy (70) days with reports and recommendations to the City Manager prior to the expiration of the 90 day test period.

cc: Paul J. Sincock, City Manager
Al Cox, Director of Public Safety

ADMINISTRATIVE UPDATE

To: Mayor & City Commission
CC: S:\MANAGER\Sincock Files\The Rest of the Story - Hiring a Police Officer 09-19-16.doc
From: Paul J. Sincock -City Manager
Date: 9/15/2016
Re: The Rest of the Story.....

In an effort to be responsive to the City Commission goals and objectives, we are developing a new item for the City Commission agendas to be called "The Rest of the Story....."

As you are aware, the City Commission has adopted a variety of goals and one of those goals is related to succession planning. In the Goal Update that was presented at the September 6th City Commission Meeting, the Commission indicated that "Commissioners will be learning more to understand some of the processes already in place." In addition, this new effort will allow our key employees an opportunity to present respective information to the City Commission in a formal meeting. We started this effort at the last Budget Study Sessions as we had some of our Department Heads present information on their Departments.

Once we have the presentation we will move to put the information into a visual form that can be used at some point into the future in the event that we will need to access that information.

Our first "Rest of the Story....." presentation will be by Al Cox, who will discuss the processes used to hire a police officer. Al will have some presentation material on Monday night for the City Commission.

We hope that the City Commission will find that this methodology is helpful information and that this will be helpful to the Commission in achieving their goals.