



CITY OF PLYMOUTH MEETING MINUTES

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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 Bruscato 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 Sincok 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 Sincok 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

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

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

At a 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: Possibile denial of application.
BSL-CG-1153(R6/09)

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 N. 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/comm/2007/u-15169_01-30-2007.pdf In the Initial Agreement AT&T pays a video service provider fee of 5% and a PEG Fee of 0%. The same fees are included in the Renewed Agreement.

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

(AT&T Michigan "CONFIDENTIAL INFORMATION").

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

Ms. Linda Langmesser
August 17, 2016
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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, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

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

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

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

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

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____ % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

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

X. Termination and Modification

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

XI. Transferability

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

XII. Change of Information

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

XIII. Confidentiality

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

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

XIV. Complaints/Customer Service

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

XV. Notices

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

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

If to the Provider:
(must provide street address)

City of Plymouth:

201 S. Main Street
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 langmesser@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 49833
Phone 517.334.3400
Fax 517.334.3429
Email m42325@att.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted:	<u>9-8-16</u>
Date completed and approved:	<u>9-6-16</u>

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.
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[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:

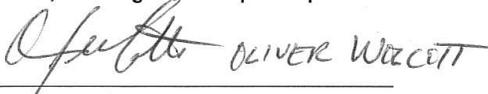
**Verification
(Provider)**

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 WICSETT
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