



Plymouth City Commission

Regular Meeting Agenda

Monday, October 5, 2020 7:00 p.m. ONLINE

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

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

Meeting will be held online at Zoom.us – Meeting ID 814 1649 6720

Join Zoom Meeting - <https://us02web.zoom.us/j/81416496720> Passcode – 454459

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

On March 10, 2020 the Governor of the State of Michigan declared a State of emergency across the State of Michigan under section 1 of Article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PA 390, as amended, MCL 30.401 – 421, and the Emergency Powers of the Governor Act of 1945, 1945 PA302, as amended, MCL 10.31 – 33. These sections provide the Governor with broad powers and duties to cope with dangers to this state or to the people of the state.

As a part of the response to the emergency, the Governor has deemed it reasonable and necessary to temporarily suspend rules and procedures relating to physical presence at meetings and hearings of public bodies and other governmental entities in Michigan. These public bodies and entities must continue to conduct public business during this emergency. Due to the emergency situation and the request of the Governor to not gather in groups of 10 or more it is necessary for some public boards to meet electronically.

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Proclamation – Fire Prevention Week

2. CITIZENS COMMENTS

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

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

5. COMMISSION COMMENTS

6. OLD BUSINESS

7. NEW BUSINESS

- a. Authorization for Hot Water Tank – City Hall
- b. 35th District Court Property Transfer

8. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Presentation: Marijuana Background Information – NO ACTION REQUIRED

9. ADJOURNMENT

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

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

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

City of Plymouth Strategic Plan 2017-2020

GOAL I - QUALITY OF LIFE

OBJECTIVES

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

ONE YEAR TASKS 2020-21

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

GOAL II - FINANCIAL STABILITY

OBJECTIVES

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

ONE YEAR TASKS 2020-21

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

GOAL III - ECONOMIC VITALITY

OBJECTIVES

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

ONE YEAR TASKS 2020-21

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

GOAL IV - SERVICE AND INFRASTRUCTURE

OBJECTIVES

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

ONE YEAR TASKS 2020-21

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

Proclamation

- WHEREAS The City of Plymouth, Michigan is committed to ensuring the safety and security of all those living in and visiting Plymouth; and
- WHEREAS Fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and
- WHEREAS Home fires killed 2,630 people in the United States in 2017, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 357,000 home fires; and
- WHEREAS Cooking is the leading cause of home fires in the United States where fire departments responded to more than 173,200 annually between 2013 and 2017 and two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and
- WHEREAS More than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and
- WHEREAS Children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire, and Plymouth residents should stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and
- WHEREAS Plymouth's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and
- WHEREAS The 2020 Fire Prevention Week theme TM, "Serve Up Fire Safety in the Kitchen!!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE, I, Oliver Wolcott, Mayor of City of Plymouth, do hereby proclaim October 4-10, 2020, as Fire Prevention Week throughout this City, and I urge all the people of Plymouth to check their kitchens for fire hazards and to use safe cooking practices at all times.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto this Fifth Day of October of the Year of Our Lord Two-Thousand Twenty, and of the Independence Two Hundred Forty-Four.

Oliver Wolcott, Mayor



City of Plymouth
City Commission Regular Meeting Minutes
Monday, September 21, 2020 - 7:00 p.m.
Zoom Meeting

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

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

1) CALL TO ORDER

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

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

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

2) CITIZENS COMMENTS

Ellen Elliott, 404 Irvin, said she thinks the road diet on Main St. is working well. She also appreciated the meeting with the DDA and business owners last week.
Brock Minton, 1202 Junction, asked if the City is considering a pedestrian crosswalk at Penniman and Harvey.

3) APPROVAL OF THE AGENDA

Moroz offered a motion, seconded by Krol, to approve the agenda for Monday, September 21, 2020.

There was a roll call vote.

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

MOTION PASSED 7-0

4) ENACTMENT OF THE CONSENT AGENDA

- a. Approval of September 8, 2020 City Commission Regular Meeting Minutes
- b. Approval of August 2020 Bills

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

There was a roll call vote.

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

MOTION PASSED 7-0

5) COMMISSION COMMENTS

O'Donnell, Thomey, Deal, Krol, Sebastian, Moroz and Wolcott all gave positive comments about the new road diet on Main St. Deal asked whether trick-or-treating and the Pumpkin Palooza would be canceled due to so. Sincock answered that the Pumpkin Palooza had been canceled and that no decision had been made about trick-or-treating. Sebastian said he appreciated the Department of Municipal Services organizing a large item waste pickup for October, since the

originally scheduled event in spring was canceled due to COVID-19 restrictions. Moroz reminded motorists that they are required to stay three feet away from bicyclists. In answer to Minton's question, Wolcott said a pedestrian crossing at Penniman and Harvey is a top priority. He also said the DDA-business brainstorming session last week went very well and that residents should make one final push to get everyone counted in the 2020 Census.

6) OLD BUSINESS

a. Rooftop Seating Ordinance Amendment – Final Reading

The following motion was offered by Moroz and seconded by Thomey.

RESOLUTION # 2020-73

WHEREAS The City Commission of the City of Plymouth included reviewing and amending the Rooftop Dining ordinance as an action item of the City's 2020 Strategic Plan, and

WHEREAS The City of Plymouth Planning Commission has reviewed, held a Public Hearing, and approved amendments to the Rooftop Seating ordinance per the City Commission's request, and

WHEREAS The City of Plymouth City Commission completed a First and Second Reading and approves the proposed amendments as recommended by the Planning Commission,

NOW THEREFORE BE IT RESOLVED THAT The City of Plymouth City Commission approves the enclosed amended Zoning Ordinance amendments for Sections 78- 21 Definitions, and 78-102 B-2 Central Business District, 789-281 Special Uses, and Sec 78-297 Rooftop Dining

NOW THEREFORE BE IT FURTHER RESOLVED THAT The City of Plymouth City Commission directs the City Clerk to publish the ordinance amendments as required by law prior to being enacted.

There was a roll call vote.

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

MOTION PASSED 7-0

b. Penn Grill Outdoor Service Area

The following motion was offered by Sebastian and seconded by Krol.

RESOLUTION # 2020-74

WHEREAS The City of Plymouth has a Liquor Management Ordinance which requires licensed establishments to update their operation plans when they make changes; and

WHEREAS The Penn Grill has applied to the State of Michigan for a permanent outdoor service area, to be located in the alley between the Penn Grill and what is currently, Kilwins; and

WHEREAS The Local Liquor License Review Board has recommended this for approval and the City Commission has already held a public hearing on this matter.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the updated Operations Plan from the Penn Grill to include additional Outdoor Service Area, to be located in the alley between the Penn Grill and what is currently known as Kilwins.

There was a roll call vote.

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

MOTION PASSED 7-0

7) NEW BUSINESS

c. COMCAST Uniform Video Service Local Franchise Agreement

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

RESOLUTION # 2020-75

WHEREAS The existing Cable Franchise Agreement between Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC ("Comcast") and the City of Plymouth is scheduled to expire on October 15, 2020; and

WHEREAS On September 10, 2020, Comcast submitted a Uniform Video Service Local Franchise Agreement to the City of Plymouth; and

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

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

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the application for renewal of the Video Service Local Franchise Agreement with COMCAST and the City of Plymouth, with an effective date of October 16, 2020.

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

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



Sent via UPS

September 9, 2020

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

Re: Michigan Uniform Video Service Local Franchise Agreement Renewal

Dear Ms. Brodie:

In accordance with the instructions set forth by the Michigan Public Service Commission in its provision of the Uniform Video Service Local Franchise Agreement, and with provisions set forth in Section 3(7) of Public Act 480 of 2006, enclosed please find two completed Renewal Uniform Video Service Local Franchise Agreements along with the necessary Attachment 1's thereto filed on behalf of Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC. *Kindly return one executed copy of the Agreement to me in the self-addressed stamped envelope.*

You will find several stickers attached to the document indicating where the Franchising Entity is required to supply information. Please note that on page 9 of the UVSLFA in the box entitled, "Franchise Agreement (Franchising Entity to Complete), the "Date submitted" is the date the Franchising Entity receives the Agreement from Comcast and the "Date completed and approved" is when the Franchising Entity signs the Agreement.

If you have any questions, please contact me directly at 734-359-2308 or Leslie Brogan, Senior Director, Government Affairs, at 517-230-6952.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle V. Mazurek".

Kyle V. Mazurek
Manager, External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

Enclosure

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 et seq, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by selecting to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- 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.**
 1. 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]"

2. 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.
 3. 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.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this 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."
 - A 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 this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing Attachment 3 - Uniform Video Service Local Franchise Agreement.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "Attachment 2 - Uniform Video Service Local Franchising Entity" form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
 Attn: Video Franchising
 6645 Mercantile Way
 P.O. Box 30221
 Lansing, MI 48909

Fax: (517) 284-8304

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8100.

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 Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, a Delaware Limited Liability Company doing business as Comcast.

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

III. Provider Providing Access

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

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 80% of these households within 8 years. ~~The video service Provider is not required to meet the 80% 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 8 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 functionally 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, barters, 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 \$2000/quarter) 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 \$2000/quarter 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 6% 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)(f) 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:

Attn: _____
Fax No.: _____

1.
41112 Concept Dr.
Plymouth, MI 48170
Attn: VP of Government Affairs
Fax No.: 734-882-2159

2.
2605 Circle 75 Pkwy SE
Atlanta, GA 30339
Attn: Sen. Vice President, Government Relations

3.
One Comcast Center
Philadelphia, PA 19103
Attn: Government Affairs Department

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

Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, a Delaware Limited Liability Company doing business as Comcast

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

Craig D'Agostini

By
Print Name Craig D'Agostini
Title Vice President, Government & Regulatory Affairs
Address 411 12 Concept Drive Plymouth, MI 48170
City, State, Zip 734 359-2240
Phone 734-892-2159
Fax
Email Craig_D'agostini@cable.comcast.com

FRANCHISE AGREEMENT (*Franchising Entity to Complete*)

Date submitted:
Date completed and approved:

ATTACHMENT 1

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

Date: September 8, 2020		
Applicant's Name: Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 734-254-1525
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 31-1083218		

Company executive officers:

Name(s): Craig D'Agostini
Title(s): Vice President of Government & Regulatory Affairs

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

Name: Kyle Mazurek		
Title: Manager, External Affairs		
Address: 41112 Concept Dr., Plymouth, MI 48170		
Phone: 734-369-2308	Fax: 734-892-2159	Email: Kyle_Mazurek@comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 734-369-2079	Fax: 517-857-3743	Email: Leslie_Brogan@comcast.com

Describe the video service area footprint as set forth in Section 2(3a) 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.)

<p>As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.8101 to 484.8120, as set forth in its last cable franchise entered before the effective date of this act.</p>

There was a roll call vote.

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

MOTION PASSED 7-0

d. Authorization for Temporary Rule & Regulation Changes Due to Covid Emergency

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

RESOLUTION # 2020-76

WHEREAS The entire State of Michigan has been under a State of Emergency For several months and this Emergency Situation have caused the Governor of the State to issue several emergency executive orders, some of which caused restaurants and retail stores to be closed at one point in time and now are open with limited capacity; and

WHEREAS The City Commission is desirous to take emergency action to allow restaurants and in some cases, retail stores to use private or public property for the enhancement of their business within the scope of the emergency orders; and

WHEREAS The City Commission has already established emergency policy related to the use of private/public property for temporary measures to assist businesses during the summer season.

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

BE IT FURTHER RESOLVED THAT the City Administration is authorized to make adjustments in rules and regulations regarding private or public properties, including streets, parking lots, alleys, and walkways for this program.

BE IT STILL FURTHER RESOLVED THAT emergency authorization will be in effect from November 1, 2020 until and including March 31, 2021, unless revoked in accordance with the rules and regulations established or prohibited by the State of Michigan or revoked by the City Commission. Further, the emergency rules and use of the private or public space under the terms of this Resolution shall NOT be renewable unless there is further action by the City Commission.

There was a roll call vote.

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

MOTION PASSED 7-0

8) REPORTS AND CORRESPONDENCE

a. Liaison Report

O'Donnell reported that the Planning Commission approved an amendment to the Starkweather Lofts PUD agreement. Thomey said the Northville Plymouth Fire Advisory Board appointed Salem Township Fire Chief Rachwel to the board. Wolcott said the DDA met and passed the Kellogg Park Master Plan option one and reviewed the DDA Master Plan report.

9) ADJOURNMENT

Hearing no further discussion, Wolcott asked for a motion to adjourn at 7:52 p.m. A motion to adjourn was made by Krol and seconded by Moroz.

There was a roll call vote.

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

MOTION PASSED 7-0

OLIVER WOLCOTT
MAYOR

MAUREEN A. BRODIE, CMC, MIPMC
CITY CLERK



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - Hot Water Heater for City Hall - 10-05-20.docx
Date: October 1, 2020
RE: Authorization for Hot Water Tank – City Hall

Background

The hot water tank in City Hall is part of a recirculating hot water system for the entire building. The hot water tank is leaking, and the leak is only going to get bigger as time goes on. Much like your house once the hot water tank starts leaking you need to replace it. The only difference is ours is a part of a larger system and it costs more.

We did get pricing from three different vendors and they are all within \$600 of each other with Miller-Boldt, Inc. being the low cost at \$6,320.00 complete. We also obtained pricing from Cumming's Plumbing and Goyette Mechanical. In addition, we looked at the possibility of switching to "instant-hot" like we use at other locations in the city. Due to the size of our building, the distance of the piping and the recirculating system that option would not be economically viable at this time.

We have attached a memorandum from Chris Porman at the Department of Municipal Services which further outlines this matter.

Recommendation

The City Administration recommends that the City Commission authorize the replacement of the hot water tank at City Hall and authorize Miller-Boldt, Inc. to complete the work. The replacement costs will be \$6,320.00

We have prepared a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact either Chris Porman or myself.



Department of Municipal Services

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

Date: October 1, 2020
To: Paul J. Sincock, City Manager
Chris Porman, Director of Municipal Services
From: Chris A. Helinski, Asst. Dir. of Operations
Re: Hot Water Tank City Hall

CP

Background

The hot water tank in the basement of City Hall is leaking and in need of replacement. City Hall is fed from this single hot water tank with it providing hot water for the bathrooms, showers, etc. While the hot water tank continues to provide hot water for the building; unfortunately, this leak will only continue to get worse until the tank finally fails.

We reached out to three companies to provide replacement quotes on a new similar sized hot water tank for the building with the results listed below:

Miller-Boldt, Inc.	\$6,320.00
Cumming's Plumbing	\$6,629.00
Goyette Mechanical	\$6,950.00

The pricing provided is all inclusive of labor and the purchase of the new tank. It will include hooks to the gas, electrical, and venting. Miller-Boldt was the lowest price and is our recommendation to use on this project. It should be noted that they are current HVAC contractor, but also have the capabilities to handle this work.

Recommendation

It is our recommendation that the City Commission approve the purchase and installation of a new 85-gallon hot water tank with work to be completed by Miller-Boldt, Inc. in an amount not to exceed \$6,320.00 The funds for this work will come from the City Hall building fund.

Should you have any questions, 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 of Plymouth operates a number of public Facilities and from time to time there is a need to replace Parts of the mechanical equipment, and

WHEREAS The hot water tank at City Hall is leaking and in need of Replacement, and

WHEREAS The City Administration did seek pricing from three Different vendors for the replacement of the hot water Heater and those prices are as follows:

- Miller Boldt - Inc. \$6,320.00
- Cumming's Plumbing \$6,629.00
- Goyette Mechanical \$6,950.00

NOW THEREFORE BE ADVISED THAT the City Commission of the City of Plymouth does hereby authorize a purchase and installation of a new hot water heater for city hall from Miller-Boldt, Inc. in the amount of \$6,320.00.



Administrative Recommendation

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

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

To: Mayor & City Commission
From: Paul J. Sincock, City Manager
CC: S:\Manager\Sincock Files\Memorandum - 35th District Court Property Transfer 10-05-20.docx
Date: October 1, 2020
RE: 35th District Court Property Transfer

Background

The City Commission is aware that there is a need to complete a transfer of property for the 35th District Court. This is all related to agreements that the City made in the 1980's to provide property for the Court to use.

We have previously provided the attached documents to the City Commission to allow them time to review the material and ask questions of their attorney. This was an agreement that was put together nearly 40 years ago, by people who are no longer involved in City government.

The action item here would be to authorize the Mayor to execute documents that have been approved by the City Attorney related to transferring property to the 35th District Court Authority for the purposes of a Courthouse and court operations.

Recommendation

The City Attorney recommends that the City Commission authorize the Mayor to execute documents related to the transfer of property to the 35th District Court Authority. This transaction has been reviewed by the City Attorney and is related to agreements that were authorized by the City Commission in the 1980's. The documents to be executed include a Quit Claim Deed, Bill of Sale, Reciprocal Access and Parking Easement Agreement, Right of First Refusal, and a Lot Split Application.

We have prepared a proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact either Attorney Dennis Cowan or myself.



September 30, 2020

SENT VIA EMAIL

Mayor Oliver Wolcott
and City Commission
City of Plymouth
201 S. Main
Plymouth, MI 48170

Re: 35th District Court Property Transfer Transaction

Dear Mayor Wolcott and City Commissioners:

This correspondence is to explain the historical circumstances and related matters leading to the required transfer of the property and building comprising the 35th District Court located at 660 Plymouth Road.

Background

In the late 1970s, plans were made by five communities, including the City of Plymouth ("City"), to build a new district courthouse in the City. As part of the issuance of bonds, there was a long-term lease signed in 1980 between the City and the City of Plymouth Municipal Building Authority ("Plymouth Authority") regarding the construction and occupancy of the courthouse. The City was to provide the property and the Plymouth Authority was to issue bonds in the amount of \$1.385 million for construction of the courthouse. In 1989, the City assigned its interest in the lease to the 35th Judicial District Courthouse Authority ("Courthouse Authority"). The bonds were paid off in 2018.

Pursuant to Section 24 of the Full Faith and Credit General Obligation Contract of Lease dated June 25, 1980 ("1980 Lease"), upon payment of the bonds in full, the Plymouth Authority is obligated to:

"Convey the Project and the Site to the CITY, without consideration, by quit claim deed and appropriate bills of sale in such former manner as may be approved by the City Attorney:"

By virtue of the 1989 Lease Assignment from the City to the Courthouse Authority, the Plymouth Authority is actually to provide a Quit Claim Deed and Bill of Sale to the Courthouse Authority. To somewhat further complicate matters, the City never "deeded over" the courthouse property to the Plymouth Authority, as was contemplated in the 1980 Lease.

ATTORNEYS & COUNSELORS AT LAW

Our review of the aforementioned 1980 Lease and 1989 Lease Assignment clearly indicates the Plymouth Authority and City are now obligated to transfer the property and building to the Courthouse Authority without any offsets, payment or other requirements.

Current Status

As mentioned above and as confirmed by a title search conducted by Liberty Title Agency, Inc., the courthouse real property is owned by the City. The building and improvements are owned by the Plymouth Authority. The Courthouse Authority has performed surveys and the legal description of the property attached to the 1980 Lease matches the current survey.

The courthouse property is zoned Single Family Residential (R-1) and the Future Land Use Plan shows the property designated as Institutional. Pursuant to Section 78-4, principal uses in the R-1 District include "(10) Essential public services," which would include a courthouse. Any future use of the building would need to meet current zoning standards or be subject to a rezoning request.

Documents Needed for Property and Building Transfer

The Courthouse Authority has been represented by attorney William Hosler. He and I have discussed this transfer transaction at length and have negotiated the attached documents, which I will briefly comment on below:

- A. Quit Claim Deed. Since the City never deeded the property and we do not recommend bringing the Plymouth Authority into the "chain of title," the Quit Claim Deed is directly from the City to the Courthouse Authority. The City is not providing title insurance for the transfer, but we understand the Courthouse Authority is going to acquire its own title insurance policy.
- B. Bill of Sale. The building and improvements are being transferred from the Plymouth Authority to the Courthouse Authority pursuant to the attached Bill of Sale. The City is not making any representations or warranties as to any equipment or systems brought in by the Courthouse. Further, the Courthouse Authority is accepting the courthouse building in its "as is" condition and waiving any claims regarding the condition of the building, property and parking lots.
- C. Reciprocal Access and Parking Easement Agreement. The Courthouse Authority property both includes the parking area between courthouse and the cemetery, as well as the entirety of the parking area that directly abuts the ballfield adjacent to Plymouth Road. Both parties wanted to enter into an

arrangement concerning parking for the District Court and the City parking area along the ballfield and cemetery on Haggerty. The parties have entered into a Reciprocal Access and Parking Easement Agreement with some key elements, as follows:

1. The District Court will have priority parking from 9:00 a.m. to 6:00 p.m., Monday through Friday, for employees, attorneys and other visitors to the courthouse. On Saturdays, and at all other times, the parties will share parking. The District Court does have probation and other programs that meet on Saturday mornings.
 2. Each party will be responsible for its own portion of any maintenance or repair to its respective parking areas.
 3. Neither party shall obstruct access to parking by way of fence or otherwise.
 4. This Easement Agreement is perpetual. So, if there is ever another party inhabiting the courthouse property, they will likewise be subject to the Easement Agreement.
- D. Right of First Refusal. In the event the property is not used as a courthouse and the Courthouse Authority desires to sell the property, the City has been granted a Right of First Refusal to meet the purchase price and acquire the parcel and building. This Right of First Refusal will be in place for up to one year after the property is no longer used as a courthouse. Please note that I have been told that the current courthouse is about 20 years old, as the courthouse constructed in the early 1980s burned in a fire and was a total loss. Therefore, the estimated use for life of the courthouse is probably another 30 to 40 years.
- E. Lot Split Application. The courthouse property, cemetery and ballfield are all under one Parcel Identification Number. When the City Commission approves the Quit Claim Deed, a lot split will be processed. Both the City and Courthouse Authority are jointly applying for the lot split. The Courthouse Authority is paying the \$200 fee.

Action

Pursuant to the attached documents, the City is being asked by the Courthouse Authority to approve, execute and deliver the Quit Claim Deed, Reciprocal Access and Parking Easement

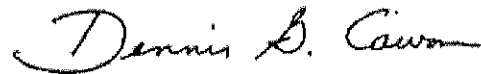
Mayor Oliver Wolcott
and City Commission
City of Plymouth
September 30, 2020
Page 4

Agreement, and the Right of First Refusal documents. The Plymouth Authority is being asked to approve and execute and deliver the Bill of Sale.

Obviously, this "deal" was put together nearly 40 years ago. Consequently, it is not exactly clear as to the reason for the property transfer taking place as prescribed in the 1980 Lease. However, in speaking with bond attorneys, the courthouse property had to be held by an "Authority" under State law in order to allow the issuance of construction bonds. Consequently, it appears instead of the property being directly transferred to the Courthouse Authority 40 years ago, that transfer was to be held in abeyance until such time that the bonds fully paid. In essence, the City had some "collateral" with the property in the event the bonds were not fully paid. Now that the bonds are fully paid, the collateral is no longer needed, and the property can be transferred.

As always, if you have any questions, please feel free to contact me at your earliest convenience.

Sincerely,



Dennis G. Cowan
Direct Dial: (248) 901-4029
Email: dcowan@plunkettcooney.com

DGC/cmw
Attachments
cc: Paul Sincock
John Buzuvis
Robert Marzano

Open.09992.80534.25002522-1

BILL OF SALE

The City of Plymouth Municipal Building Authority, a public corporation organized and existing under the authority of 1948 PA 31, as amended (MCL 123.951, *et seq*), ("**Seller**"), for and in consideration of the sum of one and 00/100 (\$1.00) dollar, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does grant, sell, convey, transfer, assign and deliver to **35th Judicial District Building Authority**, a public corporation organized and existing under the authority of 1948 PA 31, as amended (f/k/a, 35th District Courthouse Authority, a public body corporate or politic organized and existing under the authority of 1967 PA 7, as amended, MCL 124.501, *et seq*) ("**Purchaser**") all of Seller's right, title and interest in and to the courthouse building and related improvements, located 660 Plymouth Road, Plymouth, Michigan, pursuant to a certain *Full Faith and Credit General Obligation Contract of Lease* agreement dated June 25, 1980, and as the City of Plymouth's interests were assigned to the Purchaser in the *Assignment of Lease* dated July 17, 1989 ("Personal Property").

Seller represents and warrants to Purchaser that: (i) Seller has good and marketable title to the Personal Property and the Personal Property is free and clear of all security interests, liens and encumbrances, (ii) Seller has the authority to sell, assign, transfer, and convey the Personal Property to Purchaser, and (iii) Seller will warrant and defend Purchaser's exclusive unencumbered right, title and interest in the Personal Property against the claims and demands of any persons or entities lawfully claiming through Seller. Notwithstanding the above, the Personal Property is (a) being sold in its "as-is" condition, without any express or implied representations or warranties of any kind as to its condition; (b) transferred with no warranty or representation is made as to any of Purchaser's personal property in the Building, or any system or equipment owned and utilized by Purchaser in conducting its business; (c) accepted by the Purchaser having inspected the Personal Property in its existing state and waives any and all claims against Seller regarding the condition of the Personal Property; and (d) being transferred to fulfill the terms of the aforementioned *Contract of Lease* and not pursuant to an "arm's length" transaction. . Seller asserts no claim to or interest in any of the Purchaser's personal property located within the courthouse building and related improvements.

This Bill of Sale is effective _____, 2020.

SELLER:

City of Plymouth Municipal Building Authority

By: _____

Its: _____

PURCHASER

35th Judicial District Building Authority

By: _____

Its: _____

RIGHT OF FIRST REFUSAL

KNOW ALL MEN BY THESE PRESENTS, that the **35TH JUDICIAL DISTRICT BUILDING AUTHORITY**, a Michigan public corporation organized and existing under the authority of 1948 PA 31, as amended (MCL 123.951, *et. seq.*), with an address of 660 Plymouth Road, Plymouth, Michigan 48170 ("Grantor"), for valuable consideration, does hereby grant to **CITY OF PLYMOUTH**, a Michigan municipal corporation, with an address of 201 S. Main Street, Plymouth, Michigan 48170 ("Grantee"), a first right of refusal to purchase the following described real estate situated in the City of Plymouth, County of Wayne, State of Michigan, as more particularly described in the attached **Exhibit A** (the "Premises"), in accordance with and subject to the following:

1. This first right of refusal will be effective for one (1) year from the date the Premises cease being used by the 35th District Court as its courthouse ("Option Term").
2. During the Option Term, if Grantor decides to sell or otherwise transfer ownership of the Premises, and if Grantor receives a bona fide offer for the purchase of such Premises that is acceptable to it, or an offer to enter into any arrangement whatsoever for the transfer of ownership to the Premises, Grantor shall first deliver to Grantee a written notice (i) stating its intention to sell or transfer such Premises, and (ii) include a copy of the bona fide offer for purchase or a statement of the terms of the arrangement for the transfer of ownership. Starting with the date of receipt, Grantee shall have the right and option for a period of

fourteen (14) days after receipt of such notice to elect to purchase upon the same price, terms and conditions of the sale or other arrangement as are contained in the written notice from Grantor ("Right of First Refusal"). Exercise of the Right of First Refusal shall be by written notice from Grantee to Grantor. All notices, if given by mail, shall be by certified mail, return receipt requested, and shall be deemed to be given when received.

3. If during that 14 day period the Grantee does not exercise its Right of First Refusal, thereafter the Grantor may close such transaction in accordance with the provisions of the bona fide offer, and this Right of First Refusal shall terminate; provided, however, that if Grantor does not close under such bona fide offer, then this Right of First Refusal shall continue as to any subsequent proposed sales or transfers of ownership of the Premises. And, this Right of First Refusal shall also survive any transfer of ownership otherwise than by a bona fide arm's length purchase and sale.

4. This Right of First Refusal is made in connection with the transfer of the Premises from the Grantee to the Grantor.

5. This Right of First Refusal is binding upon Grantor, its successors and assigns in and to the Premises and shall inure to the benefit of Grantee, its successors and assigns.

Signatures begin on Page 3.

This Agreement is deemed executed as of _____, 2020.

GRANTOR:

**35TH JUDICIAL DISTRICT
BUILDING AUTHORITY,**
a Michigan public corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2020, by _____, the _____ of the 35th Judicial District Building Authority, a Michigan public corporation, on behalf of said corporation.

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

Signatures continue on Page 4.

GRANTEE:

CITY OF PLYMOUTH,
a Michigan municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) §
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of City of Plymouth, a Michigan municipal corporation, on behalf of said public corporation.

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

THIS INSTRUMENT PREPARED BY AND,
WHEN RECORDED, RETURN TO:
Dennis G. Cowan, Esq.
Plunkett Cooney
38505 Woodward Ave., Suite 100
Bloomfield Hills, MI 48304
(248) 901-4029

EXHIBIT A

QUITCLAIM DEED

GRANTOR: **City of Plymouth**, a Michigan municipal corporation
Address: 201 S. Main Street, Plymouth, MI 48170

GRANTEE: **35th Judicial District Building Authority**, a public corporation organized and existing under the authority of 1948 PA 31, as amended (f/k/a, 35th District Courthouse Authority, a public body corporate or politic organized and existing under the authority of 1967 PA 7, as amended, MCL 124.501, *et seq*)
Address: 660 Plymouth Road, Plymouth, MI 48170

Grantor quitclaims to Grantee all of Grantor's rights, title, and interest in and to the following described improved premises situated in the City of Plymouth, Wayne County, State of Michigan ("Courthouse Property"), only, as depicted in the attached GLA Surveyor's & Engineers Certificate of Survey drawing dated 12/18/2019. The Courthouse Property is legally described as:

Part of the Northeast $\frac{1}{4}$ of Section 26, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan, described as:

Commencing at the East $\frac{1}{4}$ corner of said Section 26; thence N. 01° 22' 30" E. 523.03 feet along the East line of said Section 26 to the POINT OF BEGINNING; thence N. 73° 17' 41" W. 24.75 feet; thence S. 45° 03' 31" W. 6.04 feet; thence S. 03° 04' 16" W. 18.48 feet; thence N. 86° 42' 54" W. 65.32 feet; thence S. 17° 04' 47" W. 14.52 feet; thence N. 87° 39' 34" W. 235.37 feet; thence S. 16° 53' 24" W. 131.78 feet; thence N. 74° 37' 49" W. 192.10 feet; thence N. 14° 41' 25" E. 361.18 feet to a point on the centerline of Plymouth Road (66 feet wide); thence S. 72° 29' 20" E. 227.46 feet along said centerline of Plymouth Road; thence S. 73° 17' 40" E. 262.43 feet along said centerline of Plymouth Road to a point on said East line of Section 26; and thence S. 01° 22' 30" W. 114.21 feet along said East line of Section 26 to the POINT OF BEGINNING. Containing 2.87 acres of land, more or less. Subject to the rights of the public over the North 33 feet for Plymouth Road (66 feet wide). Also subject to any and all easements, restrictions, zoning, or rights of way of record, if any.

Commonly known address: 660 Plymouth Road, Plymouth, MI 48170

Parcel No. _____

Together with all improvements and appurtenances thereto.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. The Grantor(s) grants to the Grantee(s) the

right to make all available division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

The consideration paid by Grantee(s) to Grantor(s) for this conveyance is \$0. The conveyance is made pursuant to the terms of a certain Full Faith and Credit General Obligation Contract of Lease dated 06/25/1980, as amended, and assigned on 07/17/1989.

Dated: _____, 2020

City of Plymouth, a Michigan municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN)
COUNTY OF WAYNE)

On this _____ day of _____, 2020, before me, the subscriber, personally appeared _____, known to me to be the person described in and who executed the within and foregoing instrument and acknowledged the same to be his/her free act and deed.

_____, Notary Public
_____, County, Michigan
My commission expires: _____
Acting in _____ County, Michigan

Prepared by:
William E. Hosler, Esq.
380 N. Old Woodward Avenue, Suite 300, Birmingham, MI 48009
(248) 642-0333

When recorded return to: **Grantee**

Property Tax Exempt:
Transfer Tax Exempt:

MCL 123.962
MCL 207.505(a)(h)
MCL 207.526(a)(i)

RECIPROCAL ACCESS AND PARKING EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS AND PARKING EASEMENT AGREEMENT (the “**Agreement**”) is made as of _____, 2020, by and between 35th Judicial District Building Authority, a public corporation organized and existing under the authority of 1948 PA 31, as amended (f/k/a, 35th District Courthouse Authority, a public body corporate or politic organized and existing under the authority of 1967 PA 7, as amended, MCL 124.501, *et seq*), whose address is 660 Plymouth Road, Plymouth, MI 48170 (the “**Courthouse**”) and the City of Plymouth, a Michigan municipal corporation (the “**City**”), whose address is 201 S. Main Street, Plymouth, MI 48170. The Courthouse and the City are referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS:

A. The Courthouse is the owner of real property currently improved with and/or occupied by a structure containing courtrooms, administrative offices, and a related paved parking lot and driveways at 660 Plymouth Road, Plymouth, MI 48170, legally described in the attached Exhibit A, which is incorporated herein by reference (the “**Courthouse Property**”).

B. The City is the owner of real property currently improved with and/or occupied by a cemetery, baseball/sports field, and an adjacent partially paved drive over a gas line, all legally described on the attached Exhibit B, which is incorporated herein by reference (the “**City Property**”).

C. The City Property abuts the Courthouse Property on three (3) sides. To the west of the Courthouse Property is an ingress/egress drive to Plymouth Road which is part of the City Property. To the south of the Courthouse Property is a cemetery and a baseball/sports field which is part of the City Property. To the east of the Courthouse Property is a portion of the City Property which provides access to offsite parking and ingress/egress to Plymouth Road. The Courthouse Property and the City Property are referred to herein collectively as the “**Property’s**”, and individually as a “**Property**.”

D. The Parties have determined that it is in their mutual best interests to grant reciprocal access and reciprocal parking rights to each other to better facilitate the use of their respective Property's, on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the Recitals which are incorporated in their entirety, and the agreements, covenants and easements contained herein, and Ten Dollars (\$10.00) and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Reciprocal Access Easements.** The Courthouse and the City, for the benefit of the present and future owners of the Courthouse Property and the City Property, and their respective successors, assigns, mortgagees, lessees, employees, agents, licensees and invitees, hereby grant to each other a perpetual, non-exclusive easement for vehicular passage in, on, over and across their respective Property's for ingress and egress to and from Plymouth Road. The Courthouse access over the City Property includes both the access drive on the west side of the Courthouse Property building, and access over the so-called gas line parcel to the east of the Courthouse Property parking lot. Both the Courthouse and City agree not to erect any barriers, fencing or obstructions on their Property to restrict or prevent access on or through their Property.

2. **Grant of Reciprocal Parking Easements.** The Courthouse and the City, for the benefit of the present and future owners of the Courthouse Property and the City Property, and their respective successors, assigns, mortgagees, lessees, employees, agents, licensees and invitees, hereby grant to each other a perpetual, non-exclusive easement for vehicular parking on their respective Property's. The Parties agree that this parking easement may be used only for parking by employees, customers, clients and invitees of the owners or occupants of such Property's during the hours of operation of the business or businesses on such Property. Use of the Courthouse Property "reserved parking" area immediately south of the Courthouse building is set aside, at all times, for the exclusive use and parking of the Courthouse judges and staff and such others as the Courthouse may decide. Use of the remaining parking areas on the Courthouse Property shall be for the exclusive use of the Courthouse operations during normal business hours (Monday through Friday, 8:00 am to 6:00 pm.) The Parties shall have shared use of the City Property parking areas on Saturday's from 10:00 am to 2:00 pm or as may otherwise be determined by the Courthouse from time to time. Use of the City Property parking area along the northerly section of the so-called gas line parcel may be used for Courthouse parking during Courthouse business hours. When not being used by the Courthouse, the City may use the parking areas on the Courthouse Property (except for the "reserved parking" area) for parking related to use of the baseball/sports field and the cemetery. Both the Courthouse and City agree not to erect any barriers, fencing or obstructions on their Property to restrict or prevent parking on their Property.

3. **Maintenance of Paved Areas.** Unless otherwise mutually agreed in writing by the Parties, the Courthouse shall at its sole cost and expense perform all snow plowing, routine cleaning, maintenance, and related services for the paved ingress/egress drives and all paved parking areas (collectively, "Paved Areas") on the Courthouse Property and the City Property to allow for normal and customary operations and access. All major repairs, replacements, and resurfacing of the Paved Areas shall be determined jointly by the Courthouse and the City, and the allocation of all

associated costs and expenses for the same shall be equitably allocated and apportioned by and between the Courthouse and the City based on the percentage of square footage ownership of Paved Areas that need improvement. Except as otherwise expressly provided herein, each Party is responsible for the maintenance and all expenses related to its own Property.

4. **Change in City Use.** If use of the City Property changes in the future such that part of it is no longer used as a baseball/sports field and the related parking is no longer necessary, then the Courthouse and the City may mutually decide to amend certain terms of this Agreement by executing and recording an amendment with the Wayne County Register of Deeds.

5. **Change in Courthouse Use.** If use of the Courthouse Property changes in the future such that the courthouse is no longer located on the Courthouse Property, then the Courthouse and the City may mutually decide to amend certain terms of this Agreement by executing an Amendment and recording it with the Wayne County Register of Deeds.

6. **Dispute Resolution.** In the event one Party believes the other Party has failed to perform its respective obligations under this Agreement, which may include but not be limited to the overutilization of the easements granted herein, to the detriment of the aggrieved Party and has been unable to informally resolve the dispute, then the aggrieved Party shall deliver a written notice to the other Party specifying the claims of the aggrieved Party, and the Parties shall meet within 15 days to attempt to resolve their differences. If the Parties are unable to resolve their differences within the following 15 days, then at the request of the aggrieved Party, the Parties shall submit their claim to a mediator of their choosing pursuant to the commercial mediation rules of the American Arbitration Association (but not necessarily using the AAA), and the Parties shall equally share the cost of the mediator. If mediation fails to resolve the dispute, all Parties retain all other remedies available by law or equity. If a statute of limitations issue exists, then a party may take whatever action is necessary for the protection of that party, including, but not limited to, filing a lawsuit in the appropriate forum to protect that party's rights.

7. **All Provisions Run with the Land.** Each agreement, interest, covenant, understanding, easement, obligation, and/or right set forth in this Agreement shall be perpetual in nature, shall run with the land, and shall benefit and be binding upon the Parties, and their respective successors and assigns. This Agreement shall be recorded with the Wayne County Register of Deeds.

8. **Modification.** This Agreement (including exhibits) may be modified, amended or canceled only by mutual agreement of all Parties as set forth in a written document and which shall be effective upon recording with the appropriate recording office.

9. **Severability and Captions.** If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby; the remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included. The captions of each section are for convenience only and do not control the interpretation of this Agreement.

10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and City of Plymouth ordinances, as may be applicable.

11. **Entire Agreement.** This Agreement and the Exhibits attached hereto set forth the entire agreement between the Parties governing the Property's. The individuals signing on behalf of their respective principals represent and warrant to all Parties that they are duly authorized to sign and bind their principals to this Agreement. There are no statements, promises, representations or understandings, oral or written, not herein expressed.

12. **Counterparts and Notices.** This Agreement may be signed in counterparts, and the original signature pages may be combined into a single document for recording with the Wayne County Register of Deeds. All notices regarding this Agreement shall be in writing and sent either overnight or registered mail, but with proof of receipt required. An email may also accompany the mailed notice. If to the City, the notice shall be sent to the attention of the Mayor, at the address referenced above. If to the Courthouse or to the Authority, the notice shall be sent to an authorized person holding the title of the individual signing this Agreement, at the address referenced above. Service shall be deemed effective one day after mailing.

13. **Indemnification and Insurance.** Each Party shall be responsible for and defend the other Parties for acts, omissions, occurrences, and events which happen on their respective Property's. Each Party shall keep and maintain general liability insurance coverage for their respective Property with terms and coverage policy limits consistent with other Courthouse or City insurance coverage. Each Party shall make the other an additional named insured on the relevant policy. The Courthouse shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, demands, and/or lawsuits alleging injury to person, including death, and/or damage to property to the extent arising in any way out of the obligations that the Courthouse has agreed to separately and exclusively undertake with respect to the paved areas as set forth in Section 3 above, including, but not limited to, any act, error, or omission on the part of the Courthouse. The Courthouse agrees to defend, indemnify, and hold the City harmless from and against any and all damages, judgments, fines, penalties, costs, expenses, and/or fees (including attorney fees) awarded or assessed against City to the extent arising out of and/or related to any of the obligations that the Courthouse as agreed to separately and exclusively undertake with respect to the paved areas as set forth in Section 3 above, including, but not limited to, any acts, errors, or omissions on the part of the Courthouse.

[Signatures on following pages]

The Parties execute this Agreement as of the date set forth above.

35th Judicial District Building Authority, a public corporation organized and existing under the authority of 1948 PA 31, as amended (f/k/a, 35th District Courthouse Authority, a public body corporate or politic organized and existing under the authority of 1967 PA 7, as amended, MCL 124.501, *et seq*)

By: _____

Name: _____

Title: _____

STATE OF MICHIGAN)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of 35th Judicial District Building Authority, on behalf of that public authority.

, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

City of Plymouth, a Michigan municipal corporation

By: _____

Name: _____

Title: _____

STATE OF MICHIGAN)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020,
by _____, the _____ of the City of Plymouth, on
behalf of the City.

_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Drafted by and upon recording return to:

William E. Hosler, Esq.
Williams, Williams, Rattner & Plunkett, PC
380 N. Old Woodward Ave, Suite 300
Birmingham, MI 48009
(248) 642-0333

Property tax exempt
MCL 123.962

Transfer tax exempt
MCL 207.505(a)(c)(h)
MCL 207.526(a)(c)(i)

EXHIBIT A

Courthouse Property

The following property in the City of Plymouth, Wayne County, Michigan:

Part of the Northeast 1/4 of Section 26, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan, described as:

Commencing at the East 1/4 corner of said Section 26; thence N. 01° 22' 30" E. 523.03 feet along the East line of said Section 26 to the POINT OF BEGINNING; thence N. 73° 17' 41" W. 24.75 feet; thence S. 45° 03' 31" W. 6.04 feet; thence S. 03° 04' 16" W. 18.48 feet; thence N. 86° 42' 54" W. 65.32 feet; thence S. 17° 04' 47" W. 14.52 feet; thence N. 87° 39' 34" W. 235.37 feet; thence S. 16° 53' 24" W. 131.78 feet; thence N. 74° 37' 49" W. 192.10 feet; thence N. 14° 41' 25" E. 361.18 feet to a point on the centerline of Plymouth Road (66 feet wide); thence S. 72° 29' 20" E. 227.46 feet along said centerline of Plymouth Road; thence S. 73° 17' 40" E. 262.43 feet along said centerline of Plymouth Road to a point on said East line of Section 26; and thence S. 01° 22' 30" W. 114.21 feet along said East line of Section 26 to the POINT OF BEGINNING. Containing 2.87 acres of land, more or less. Subject to the rights of the public over the North 33 feet for Plymouth Road (66 feet wide). Also subject to any and all easements or rights of way of record, if any.

Commonly known as: 660 Plymouth Road, Plymouth, MI 48170

Tax Parcel No. _____

EXHIBIT B

City Property

The following property in the City of Plymouth, Wayne County, Michigan:

Part of the Northeast ¼ of Section 26 and part of the West ½ of Section 25, City of Plymouth, Wayne County, Michigan, described as:

BEGINNING at the East ¼ corner of said Section 26 said point also being the West ¼ corner of said Section 25; thence N. 88° 26' 02" W. 845.43 feet along the East/West ¼ line of said Section 26; thence N. 40° 14' 10" E. 209.38 feet; thence N. 25° 01' 10" E. 272.17 feet; thence N. 14° 30' 10" E. 378.26 feet to a point on the centerline of Plymouth Road (½ = 33 feet wide); thence S. 72° 29' 20" E. 49.34 feet along said centerline of Plymouth Road; thence S. 14° 41' 25" W. 361.18 feet; thence S. 74° 37' 49" E. 192.10 feet; thence N. 16° 53' 24" E. 131.78 feet; thence S. 87° 39' 34" E. 235.37 feet; thence N. 17° 04' 47" E. 14.52 feet; thence S. 86° 42' 54" E. 65.32 feet; thence N. 03° 04' 16" E. 18.48 feet; thence N. 45° 03' 31" E. 6.04 feet; thence S. 73° 17' 41" E. 24.75 feet to a point on the East line of said Section 26 said line also being the West line of said Section 25; thence N. 01° 22' 30" E. 114.21 feet along said East line of Section 26 to a point on said centerline of Plymouth Road; thence S. 73° 17' 40" E. 86.05 feet; thence S. 01° 39' 00" W. 1339.58 feet; thence S. 89° 51' 50" E. 120.73 feet; thence S. 00° 44' 40" E. 346.89 feet; thence N. 75° 28' 20" W. 214.77 feet; thence N. 79° 58' 40" W. 5.60 feet to a point on said West line of Section 25; and thence N. 01° 37' 58" E. 1019.41 feet along said West line of Section 25 to the POINT OF BEGINNING. Containing 11.75 acres of land, more or less. Subject to the rights of the public over the North 33 feet for Plymouth Road (½ = 33 feet wide). Also subject to any and all easements or rights of way of record, if any.

Parcel 1

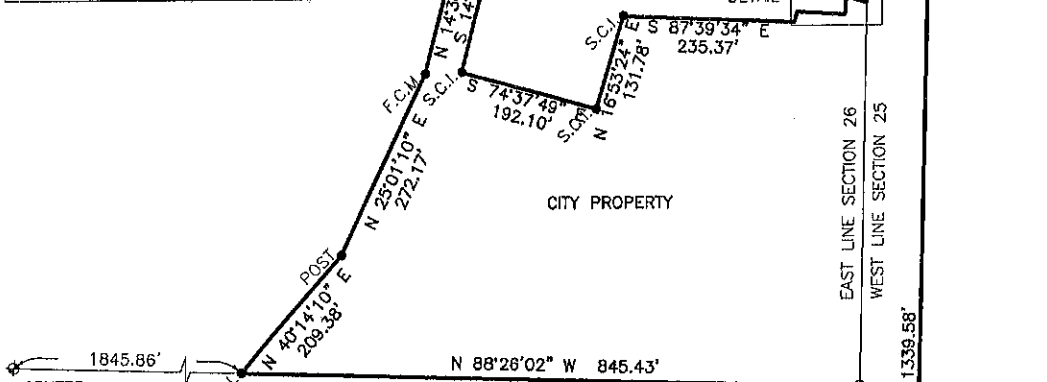
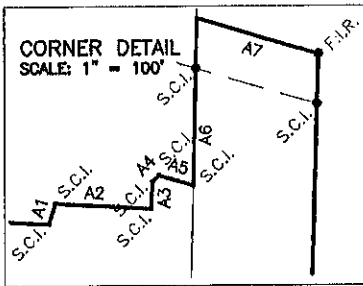
Commonly known as: 680 Plymouth Road, Plymouth MI 48170
Tax Parcel No. 49-004-99-0002-000

Parcel 2

Commonly known as: Gas line
Tax Parcel No. 49-007-99-0013-000

CERTIFICATE OF SURVEY

NORTHEAST CORNER
SECTION 26
T.1S., R.8E.
CITY OF PLYMOUTH
WAYNE CO., MI
LCRC: L. 27800, P. 39



CENTER SECTION 26
T.1S., R.8E.
CITY OF PLYMOUTH
WAYNE CO., MI
LCRC: L. 47475, P. 251

EAST/WEST 1/4 LINE SECTION 26
2688.29' TOTAL

EAST 1/4 CORNER SECTION 26
T.1S., R.8E.
CITY OF PLYMOUTH
WAYNE CO., MI
LCRC: L. 29363, P. 292

LEGAL DESCRIPTION		
LINE	BEARING	LENGTH
A1	N. 17°04'47" E.	14.52'
A2	S. 86°42'54" E.	65.32'
A3	N. 03°04'16" E.	18.48'
A4	N. 45°03'31" E.	6.04'
A5	S. 73°17'41" E.	24.75'
A6	N. 01°22'30" E.	114.21'
A7	S. 73°17'40" E.	86.05'



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON 12/03/19 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS LESS THAN 1/5000 AND THAT ALL REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN COMPLIED WITH.

GREG L. ASH, P.L.S. #28400

LEGAL DESCRIPTION

SEE ATTACHED

LEGEND

- RECORDED R.
- MEASURED M.
- PRORATED P.
- CALCULATED C.
- SET IRON S.I.
- FOUND IRON F.I.
- FOUND CONC. MON. F.C.M.
- POINT OF BEGINNING P.O.B.

SOUTHEAST CORNER SECTION 26
T.1S., R.8E.
CITY OF PLYMOUTH
WAYNE CO., MI
LCRC: L. 27003, P. 593

	8495 N. TERRITORIAL RD. PLYMOUTH, MI 48170 PHONE: (734) 416-9650 FAX: (734) 416-9657 www.glasurveyor.com	CLIENT: 35TH DISTRICT COURT 660 PLYMOUTH RD PLYMOUTH, MI 48170	
	DATE: 12/18/19 JOB NO.: 012-004 FILE NO.: 012-004	SCALE: 0' 200' 400' 1" = 200'	SHEET: 3 OF 5

NOTE: GLA SURVEYORS & ENGINEERS, INC. ASSUMES NO RESPONSIBILITY FOR OWNER SUPPLIED BUILDING DIMENSIONS. BUILDER/CLIENT MUST VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.

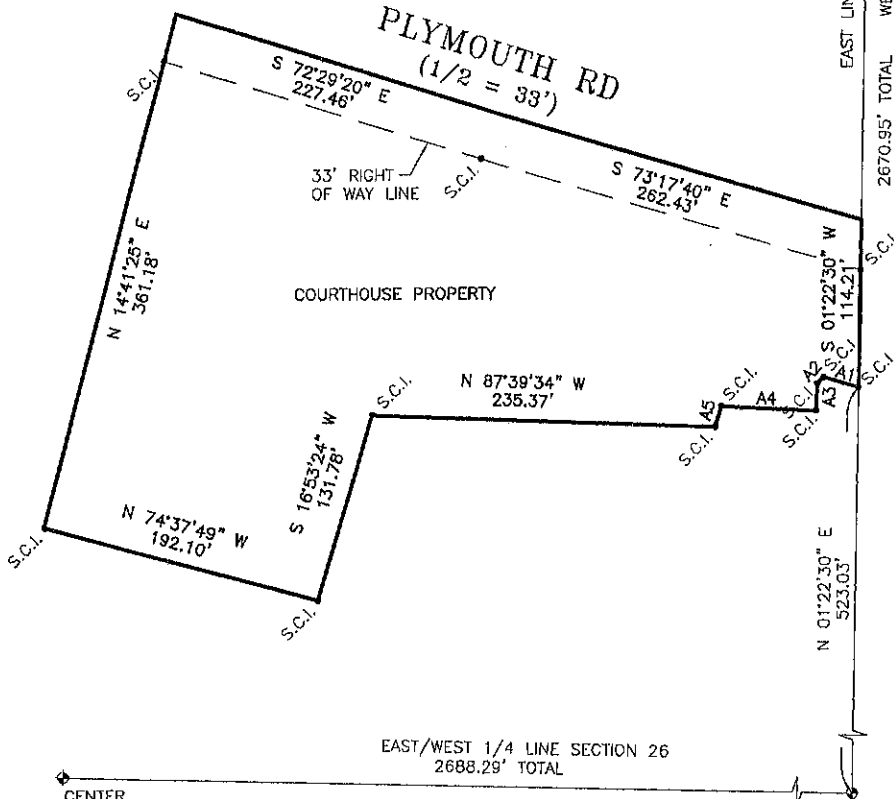
CERTIFICATE OF SURVEY



LEGAL DESCRIPTION

LINE	BEARING	LENGTH
A1	N. 73°17'41" W.	24.75'
A2	S. 45°03'31" W.	6.04'
A3	S. 03°04'16" W.	18.48'
A4	N. 86°42'54" W.	65.32'
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NORTHEAST CORNER
SECTION 26
T.1S., R.8E.
CITY OF PLYMOUTH
WAYNE CO., MI
LCRC: L. 27800, P. 39



CENTER
SECTION 26
T.1S., R.8E.
CITY OF PLYMOUTH
WAYNE CO., MI
LCRC: L. 47475, P. 251

EAST 1/4 CORNER
SECTION 26
T.1S., R.8E.
CITY OF PLYMOUTH
WAYNE CO., MI
LCRC: L. 29363, P. 292

LEGAL DESCRIPTION

SEE ATTACHED

LEGEND

RECORDED	R.
MEASURED	M.
PRORATED	P.
CALCULATED	C.
SET IRON	S.I.
FOUND IRON	F.I.
FOUND CONG. MON.	F.C.M.
POINT OF BEGINNING	P.O.B.



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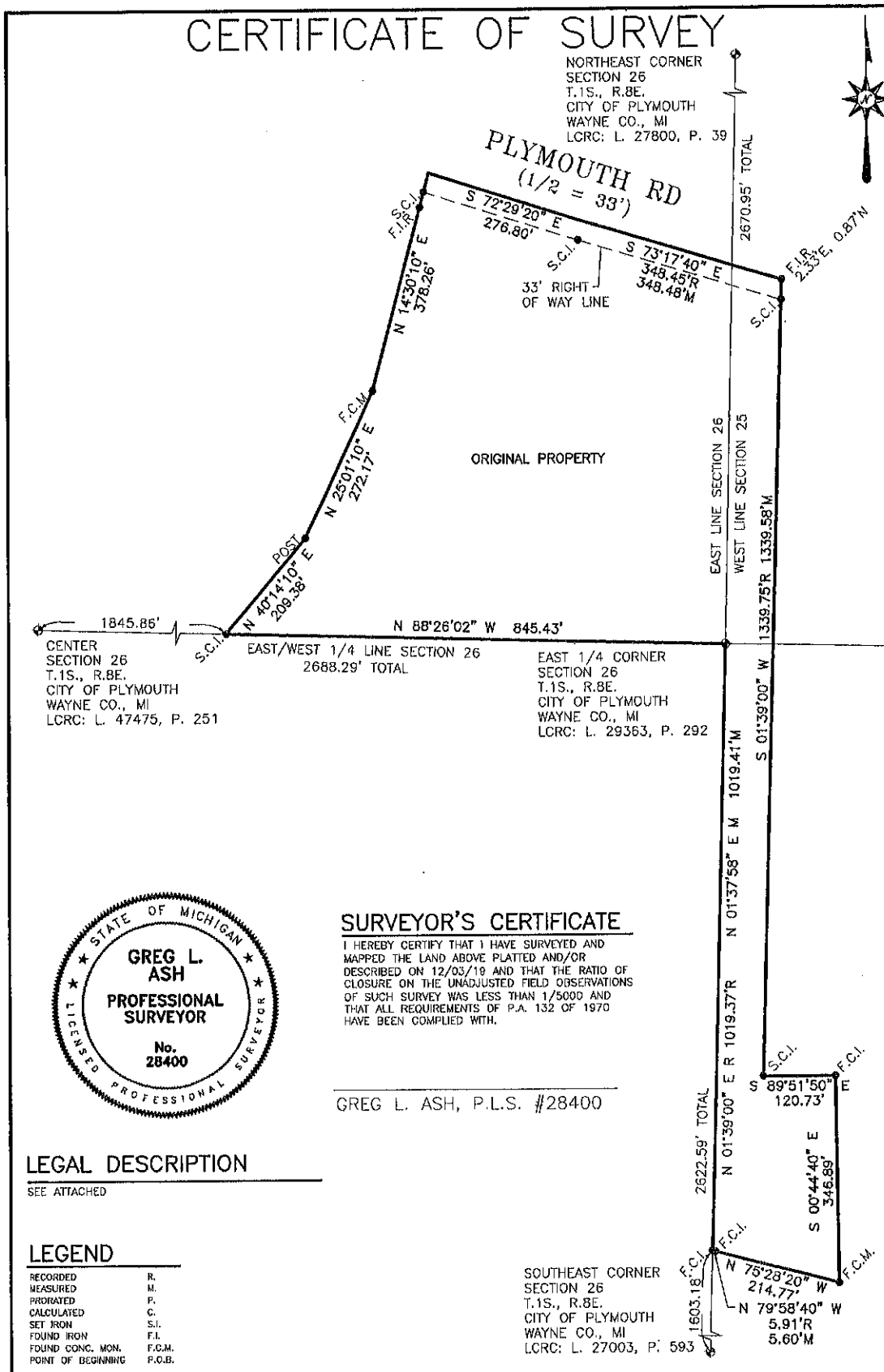
GREG L. ASH, P.L.S. #28400

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	DATE: 12/18/19 JOB NO.: 012-004 FILE NO.: 012-004	SCALE: 0' 100' 200' 1" = 100'	SHEET: 2 OF 5

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CERTIFICATE OF SURVEY

NORTHEAST CORNER
SECTION 26
T.1S., R.8E.
CITY OF PLYMOUTH
WAYNE CO., MI
LCRC: L. 27800, P. 39



CENTER
SECTION 26
T.1S., R.8E.
CITY OF PLYMOUTH
WAYNE CO., MI
LCRC: L. 47475, P. 251

EAST/WEST 1/4 LINE SECTION 26
2688.29' TOTAL

EAST 1/4 CORNER
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GREG L. ASH, P.L.S. #28400

LEGAL DESCRIPTION

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MEASURED	M.
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SET IRON	S.I.
FOUND IRON	F.I.
FOUND CONC. MON.	F.C.M.
POINT OF BEGINNING	P.O.B.

SOUTHEAST CORNER
SECTION 26
T.1S., R.8E.
CITY OF PLYMOUTH
WAYNE CO., MI
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CLIENT:
35TH DISTRICT COURT
660 PLYMOUTH RD
PLYMOUTH, MI 48170

DATE: 12/18/19
JOB NO.: 012-004
FILE NO.: 012-004

SCALE: 0' 200' 400'
1" = 200'

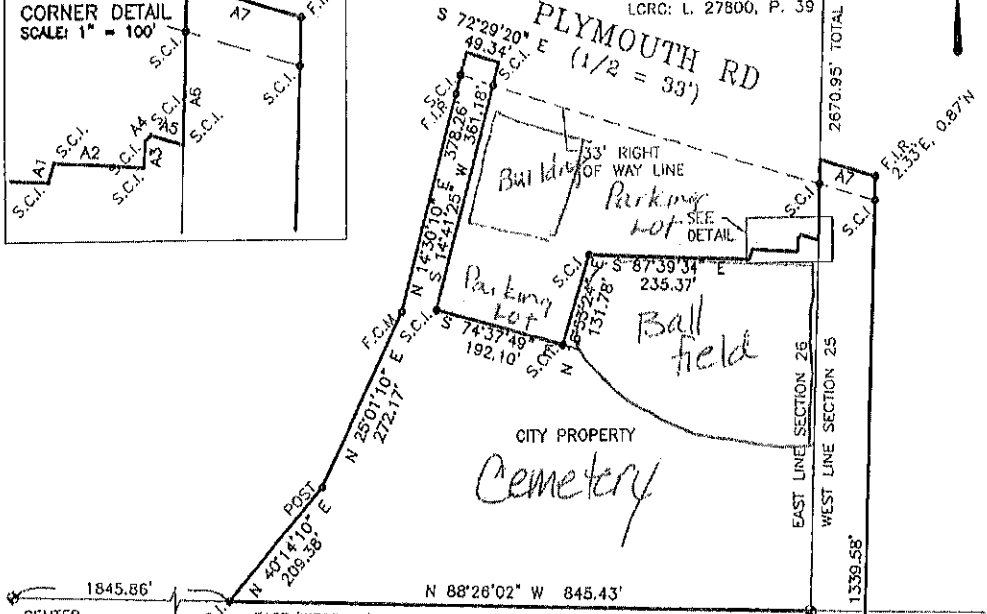
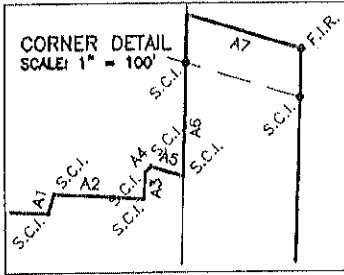
SHEET:
1 OF 5

DRAWN BY:
BGW

NOTE: GLA SURVEYORS & ENGINEERS, INC. ASSUMES NO RESPONSIBILITY FOR OWNER SUPPLIED BUILDING DIMENSIONS. BUILDER/CLIENT MUST VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.

CERTIFICATE OF SURVEY

NORTHEAST CORNER
SECTION 26
T.1S., R.8E.
CITY OF PLYMOUTH
WAYNE CO., MI
LCRC: L. 27800, P. 39



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T.1S., R.8E.
CITY OF PLYMOUTH
WAYNE CO., MI
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A7	S. 73°17'40" E.	85.05'

EAST 1/4 CORNER SECTION 26
T.1S., R.8E.
CITY OF PLYMOUTH
WAYNE CO., MI
LCRC: L. 29353, P. 292



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GREG L. ASH, P.L.S. #28400

LEGAL DESCRIPTION

SEE ATTACHED

LEGEND

RECORDED	R.
MEASURED	M.
PIERCED	P.
CALCULATED	C.
SET IRON	S.I.
FOUND IRON	F.I.
FOUND CONC. MON.	F.C.M.
POINT OF BEGINNING	P.O.B.

SOUTHEAST CORNER SECTION 26
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NOTE: GLA SURVEYORS & ENGINEERS, INC. ASSUMES NO RESPONSIBILITY FOR OWNER SUPPLIED BUILDING DIMENSIONS. BUILDER/CLIENT MUST VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.

RESOLUTION

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

_____.

WHEREAS The City of Plymouth adopted certain agreements in the 1980's related to the Property for the 35th District Court, and

WHEREAS Those agreements require that the City transfer property to the District Court Authority upon payment of the bonds used to build the buildings, and

WHEREAS The historical documents and the transfer documents have all been reviewed by The City Attorney.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the Mayor of the City of Plymouth to execute documents reviewed by the City Attorney related to the transfer of the deed to the property where the 35th District Court now stands at 660 Plymouth Road. The Mayor is hereby authorized to execute the following documents on behalf of the City of Plymouth.

- 1) Quit Claim Deed
- 2) Bill of Sale
- 3) Reciprocal Access and Parking Easement Agreement
- 4) Right of First Refusal
- 5) Lot Split Application

ZBA Liaison Report for October 5, 2020- Ed Krol

- a) Z20-07 Non-Use Variance Request for 1381 Sheridan
Roof connecting home and detached garage
Zoned: R-1, Single-Family Residential
Applicant: John Corsi
Request for variance: Denied

Vote: 4 to 0

- b) Z20-08 Non-Use Variance Request for 388 S. Main
Two wall signs on one facade
Zoned: B-2, Central Business District
Applicant: Mark Chalou
Request for variance: decision deferred until the next ZBA a meeting

Vote: 4 to 0

ADMINISTRATIVE UPDATE

To: Mayor & City Commission
CC: *S:\Manager\Sincock Files\Memorandum - Marijuana Presentation by City Att - 10-05-20.doc*
From: Paul J. Sincock -City Manager
Date: 10/1/2020
Re: Marijuana Background Information – NO ACTION REQUIRED

The City Commission will recall that they established that they wanted to do an annual review of our policies related to medical and adult use marijuana. The last time we looked at this issue was in Mid-March of this year and the Meeting Minutes did not indicate a desire to move forward at that time.

This is scheduled to come back before the City Commission when we do our annual liquor license cap review in the first quarter of the new year. However, there has been interest among at least two members of the City Commission for additional background information well in advance of future discussions on this issue. The City Administration pointed out earlier this year that this is an issue that is constantly changing. In order to bring everyone up to date we felt it would be appropriate to bring in an outside expert who the entire City Commission is familiar with and has been our City Attorney when Bob is unavailable.

We have asked Plunkett Cooney Attorney Jeff Schroder to provide the City Commission with a presentation that will provide extensive background on this subject matter. His presentation will be wide ranging, and the Commission will be able to ask Mr. Schroder questions as we go through the material.

We have attached a brief outline of his presentation to the City Commission for your reference. There is NO ACTION being requested on this matter, this is merely informational at this time.

NO ACTION REQUIRED

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize the prior and express approval of the hiring of one full time Maintenance employee for the Department of Municipal Services to replace a position that is currently vacated.

MOTION PASSED 6-0

b. Annual Review of MRTMA

Mayor Pro Tem Moroz offered a motion for discussion, which was supported by Commissioner Sebastian.

Mayor Wolcott said he is comfortable with he recommendation to maintain the status quo of opting out of allowing marijuana businesses to open in the City. Mayor Pro Tem Moroz said he believes the issue should be further discussed when COVID-19 is no longer an issue. Commissioner O'Donnell said she would be uncomfortable authorizing anything that is not in compliance with federal law. Commissioner Deal added that she is concerned that the state hasn't clearly defined processes, therefore she is unwilling to put the City at risk. Commissioner Thomey clarified that there is no action required on this agenda item, just discussion. Commissioner Sebastian said the City should attend to the matters at hand before considering this issue further.

c. Authorization for Dewey Street Improvement and Update on 2020 Road Designs

The following resolution was offered Mayor Pro Tem Moroz by and seconded by Commissioner Thomey.

RESOLUTION #2020-28

WHEREAS The City of Plymouth has an infrastructure improvement plan for our local roads; and

WHEREAS Dewey Street between Byron and Ross Streets was scheduled for 2019, but the project was delayed until 2020; and

WHEREAS The City Engineer has received bids for this project and has recommended that the City Commission authorize the work in the spring of 2020.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a change order in the amount of \$495,599.00 for Pro-Line Asphalt to their 2019 Contract for work on Dewey Street this year. Further, that the City Commission authorizes \$42,500.00 for an Engineering Allowance on this project.

BE IT STILL FURTHER RESOLVED THAT The City Commission does hereby authorize a Construction Contingency for the Dewey Street Project in the amount of \$50,000.000.

BE IT STILL FURTHER RESOLVED THAT all work will be completed in accordance with the City Engineer's plans for the project.

MOTION PASSED 6-0

The City Commission then directed City Administration to work with the engineers to explore options for crosswalk upgrades at both the Main/Hartsough vicinity as well as at the Main St./Ann Arbor Trail and Harvey/Penniman intersections.

d. Art in the Park

Commissioner Deal asked the police and municipal services departments to be diligent about enforcing no parking signs during event setup. Public Safety Director Cox said that his department would be towing cars in no parking areas after a courtesy call is made to the owner.

MOTION TO APPROVE EVENT PASSED 6-0

9. REPORTS AND CORRESPONDENCE

Medical and Adult-Use Marihuana Facilities: Considerations for Municipal Decision to "Opt-In"

Jeffrey Schroder, Plunkett Cooney

Plymouth City Commission, October 5, 2020

- I. **Local Control**
 - A. City Commission authority to opt-out or opt-in and limit number of facilities
 - B. Ballot proposal threat
 - C. Community engagement survey
 - D. Regulatory ordinance and zoning ordinance options
 - E. Development of rules and procedures and relevant state regulations
 - F. Selection process and options

- II. **Types of Facilities**
 - A. Medical Marihuana Facilities: Provisioning Centers, Growers, Processors, Secure Transporters, Safety Compliance Labs
 - B. Adult-Use Facilities: Retailers, Growers, Processors, Secure Transporters, Safety Compliance Labs, Microbusinesses, Consumption Lounges, Event Organizer
 - C. Co-location or stacking of facilities

- III. **Other Concerns**
 - A. Revenue implications for city including application fees, license fees, and state revenue sharing
 - B. Litigation- other communities sued over license/permit awards
 - C. Conflict with Federal Law; State Attestation Requirement: Acknowledgement of Federal Law & Release of Liability
 - D. Banking issues
 - E. Security and Compliance Issues