



Plymouth City Commission

Regular Meeting Agenda

Monday, September 21, 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 875 6513 7690

Join Zoom Meeting - <https://us02web.zoom.us/j/87565137690> Passcode - 325310

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

2. CITIZENS COMMENTS

3. APPROVAL OF THE AGENDA

4. ENACTMENT OF THE CONSENT AGENDA

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

5. COMMISSION COMMENTS

6. OLD BUSINESS

- a. Rooftop Seating Ordinance Amendment – Final Reading
- b. Penn Grill Outdoor Service Area

7. NEW BUSINESS

- a. COMCAST Uniform Video Service Local Franchise Agreement
- b. Authorization for Temporary Rule & Regulation Changes Due to Covid Emergency

8. REPORTS AND CORRESPONDENCE

- a. Liaison Reports
- b. Appointments

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



City of Plymouth
 City Commission Regular Meeting Minutes
 Tuesday, September 8, 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, City Clerk Maureen Brodie, Attorney Robert Marzano, and various members of the City administration

2) CITIZENS COMMENTS

There were no citizen comments.

3) APPROVAL OF THE AGENDA

Thomey offered a motion, seconded by Krol, to approve the agenda for Tuesday, September 8, 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 August 17, 2020 City Commission Regular Meeting Minutes
- b. Approval of July 2020 Bills

Thomey offered a motion, seconded by Sebastian 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

Thomey thanked the recreation department for its flexibility as the State of Michigan changes social distancing regulations. O'Donnell, the City Commission Board of Education liaison, said the start of the school year was successful. She would like to start meeting in person again. Wolcott said he would prefer to meet in person, however, limiting the number of people allowed in the room would violate the Open Meetings Act so he feels meeting electronically is more appropriate until regulations change. Deal asked about the turnout for the virtual concert on Friday and the date of "big trash day." It was confirmed that the large item trash collection would take place on October 3 and a shred day is scheduled for October 10.

6) PUBLIC HEARING

a. Barrio Add Space & Adjust Stockholders

Wolcott opened the public hearing at 7:23 p.m. Hearing no public comments, he closed the hearing at 7:24 p.m.

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

RESOLUTION # 2020-67

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

WHEREAS Barrio Cocina has applied to the State of Michigan for a permanent additional space at their establishment; and

WHEREAS The City Planning Commission has authorized the use of this additional space and they have applied for the various building permits for the addition; and

WHEREAS The stockholders have requested to move stock between the current holders of stock; and

WHEREAS The Local Liquor License Review Commission held a meeting to review this request.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend that the City Commission accept the updated Operations Plan from Barrio Cocina to include additional space as outlined in their plan and for the transfer of stock between the current owners of the establishment.

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 & Change in Stockholders

Wolcott opened the public hearing at 7:27 p.m. Jennifer Kehoe, 418 Blunk St., asked whether the outdoor service request would go through the Planning Commission. Patrick Kehoe, 418 Blunk, asked about the need for additional parking due to expanded capacity with the outdoor service request.

Hearing no further public comment, Wolcott closed the public hearing at 7:31 p.m.

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

RESOLUTION # 2020-68

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 ownership of the Penn Grill has requested a stock transfer between the current ownership, by deleting one stockholder and then dividing equally all stock between the remaining two owners; and

WHEREAS The Local Liquor License Review Board held a meeting to review this request and the City Commission did hold a public hearing to hear comments from the public.

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, as well as changes in the stockholders to delete one stockholder and make adjustments to divide equally the stock between the two remaining owners.

Deal said she voted against the additional seating in the alley at the LLRC meeting, citing a concern about over-filling the downtown with tables and chairs. Thomey and Sebastian, both members of the LLRC as well, said they felt accepting the request would be in keeping with doing everything possible to help downtown businesses survive. There was further discussion about safety in a dead-end alley and compliance with social distancing regulations.

Moroz asked for a friendly amendment to remove "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, as well as." Moroz and Sebastian agreed to the amendment.

RESOLUTION # 2020-68 AMENDED

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 ownership of the Penn Grill has requested a stock transfer between the current ownership, by deleting one stockholder and then dividing equally all stock between the remaining two owners; and

WHEREAS The Local Liquor License Review Board held a meeting to review this request and the City Commission did hold a public hearing to hear comments from the public.

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, as well as changes in the stockholders to delete one stockholder and make adjustments to divide equally the stock between the two remaining owners.

There was a roll call vote.

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

7) OLD BUSINESS

None

8) NEW BUSINESS

a. Rooftop Seating Ordinance Amendment – First Reading

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

RESOLUTION # 2020-69

WHEREAS The City administration through the normal course of business reviews ordinances for enforceability, applicability and adherence to current best practices; and

WHEREAS The City administration is recommending amendments to the Noise Ordinance Sec. 34-86 through Sec. 34-100; and

WHEREAS The ordinance amendments require two readings and a public hearing before being published and becoming effective.

NOW THEREFORE BE IT RESOLVED THAT The City of Plymouth City Commission approves the enclosed amended Zoning Ordinance amendments, at the conclusion of the First Reading, for Noise Ordinance Sec. 34-86 through 34-100, Definitions, and 78-102

NOW THEREFORE BE IT FURTHER RESOLVED THAT The City of Plymouth City Commission directs the administration to schedule a Public Hearing and Second and final reading of the proposed ordinance amendments for their next regularly scheduled meeting

Members of the Planning Commission described the rationale behind their decision to recommend these changes to the City Commission.

There was a roll call vote.

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

MOTION PASSED 7-0

b. Authorization to Hire – DMS

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

RESOLUTION # 2020-70

WHEREAS The City Commission did enact an Employment Ordinance on August 7, 2000, which requires that the City Administration seek prior and express approval of any Hiring of a full-time position in the City, and

WHEREAS There is a budgeted full time opening in the Department of Municipal Services and the critical needs of the Department require a replacement for this position, and

WHEREAS The City Administration has requested prior and express approval of a hiring of a Department of Municipal Services employee.

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 being vacated.

There was a roll call vote.

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

MOTION PASSED 7-0

c. Noise Ordinance -- First Reading

The following residents commented:

Raymond Adamski, 365 Pacific

Adam Szymczak, 335 Sunset

Ricardo Lung, 751 Sunset

Jennifer Kehoe, 418 Blunk

Ellen Elliott, 444 Irvin

Karen Sisolak, 939 Penniman

Patrick Kehoe, 418 Blunk

Community Development Director John Buzuvis detailed the proposed changes in the ordinance. In response to citizen comments, Commission members discussed whether changes in the noise ordinance may be in violation of industrial zoning on the east side of the City. They also discussed problematic exceptions cited in the ordinance. Marzano reminded the group that ordinances are City wide, not zone specific. There was further discussion about the flexibility of the ordinance as it relates to police officers writing citations and the ability of citizens to file complaints for prosecution.

RESOLUTION # 2020-71

WHEREAS The City administration through the normal course of business reviews ordinances for enforceability, applicability and adherence to current best practices; and

WHEREAS The City administration is recommending amendments to the Noise Ordinance Sec. 34-86 through Sec. 34-100; and

WHEREAS The ordinance amendments require two readings and a public hearing before being published and becoming effective.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth City Commission approves the enclosed amended oning Ordinance Amendments at the conclusion of the first reading for Noice Ordinance Sec. 34-86 through 34-100, Definitions, and 78-102.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City of Plymouth City Commission directs the administration to schedule a Public Hearing and second and final reading of the proposed ordinance amendments for their next regularly scheduled meeting.

The following motion was offered by Moroz.

MOTION FAILED due to lack of support.

d. PASER Road Rating Report Authorization

Thomey offered the following resolution, which was seconded by Deal

RESOLUTION # 2020-72

WHEREAS The City of Plymouth maintains a street system of major and local streets, and those assets need to be evaluated from time to time in order to determine the status and conditions of those streets; and

WHEREAS The evaluation system is known as a PASER Report and this report is used to make determinations on the next set of street repairs and renewals; and

WHEREAS The last time the city has a PASER report completed was in 2017 and the PASER report is used to make determinations for future road paving and improvement programs.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize City Engineer Wade Trim to complete the 2020 PASER Report in an amount of \$7,000 in accordance with their September 3, 2020 proposal. Funding for this project shall come from the Major and Local Street Funds and any possible grant funds for this project.

There was a roll call vote.

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

MOTION PASSED 7-0

9) REPORTS AND CORRESPONDENCE

a. Liaison Report

Thomey reported on a ribbon cutting he recently attended, and Wolcott reminded the group that there would be a DDA Board meeting on September 14.

b. Appointments

Wolcott made a motion to appoint Paul Sinecock, Nancy Anderson, Colleen Pobur, John Buzuvis and Steve Anderson to the Municipal Building Authority board. The motion was seconded by Krol.

There was a roll call vote.

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

MOTION PASSED 7-0

10) ADJOURNMENT

Hearing no further discussion, Wolcott asked for a motion to adjourn at 9:46 p.m. A motion to adjourn was made by Thomey and seconded by Krol.

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 - Rooftop Dining Ordinance Final Reading 09-21-20.docx
Date: September 16, 2020
RE: Rooftop Seating Ordinance Amendment – Second Reading

Background

The City Commission established that they wanted the Rooftop Dining Ordinance revised as a part of the City's Strategic Plan for 2020. The Administration has been working with the Planning Commission on this issue and over the course of three months they have reviewed, revised, and recommended changes to the City Commission.

There are currently no Rooftop Dining operations in the City. The Planning Commission review dealt with several issues related to rooftop dining, including, but not limited to; allowed use zoning area, parking, and hours of operations. The City Commission held a First Reading of the Ordinance at the September 8th meeting. The Planning Commission has previously held the Public Hearing on this matter.

We have attached a memorandum from Community Development Director John Buzuvis which will provide additional background on this matter.

Recommendation

This would be the second and final reading of the proposed amendments to the Rooftop Dining Ordinance. The City Planning Commission has held a Public Hearing on this matter and has recommended the changes to the City Commission.

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

ADMINISTRATIVE RECOMMENDATION

To: Paul Sincock, City Manager
From: John Buzuvis, Community Development Director 
Cc: S:\Community Development\PLANNING COMMISSION\2020\Rooftop Seating\AugustPCMeeting
Date: September 15, 2020
Re: Rooftop Seating Ordinance Amendments-Second Reading

BACKGROUND: As you are aware the City Commission included reviewing and amending the Rooftop Dining Ordinance as part of their 2020 Strategic Action Plan. The Planning Commission reviewed draft amendments and held a Public Hearing of proposed amendments to the ordinance at their August Meeting and recommended approval of the amendments by the City Commission. The City Commission completed a First Reading of the proposed amendments at their September 7, 2020 meeting and approved the amendments as proposed.

The existing Rooftop Dining ordinance was adopted in 2014 and as of this writing we do not have any operating rooftop dining establishments within the B-2 (Central Business) zoning district. The revisions proposed to the ordinance language allow a restaurant operator to have both a sidewalk café and a rooftop dining area. Also, after further, brief, discussion with the Planning Commission the administration has clarified in the attached proposed language that music and/or vocals (live performances) are not permitted to be amplified by electronic means.

Many aspects and details of the current rooftop dining ordinance and the proposed language are the same. The most significant aspects of the proposed language are below:

- ❖ Operators are permitted to have a rooftop dining area and a sidewalk café
- ❖ Rooftop dining is only permitted within the B-2 (Central Business) Zoning District (downtown)
- ❖ Rooftop dining operations are subject a Special Land Use Permits issued by the City Commission
- ❖ The rooftop seating area must be an extension of the interior dining that exists on same level, or a lower level or levels of the building.
- ❖ Rooftop dining hours and months of operation align with those of the Sidewalk Café Policy
- ❖ Operators must provide 50% of the required number of parking spaces based on the square footage of the rooftop dining area (on-site, payment-in-lieu-of)

- ❖ Rooftop dining areas shall be no bigger than 50% of the gross floor area of the interior restaurant area

Enclosed for your review is the proposed Rooftop Dining Ordinance language with the clarification of non-amplified vocals and music for live performances.

The City Attorney has reviewed the enclosed language and is comfortable with it as written. The City Commission is required to complete two readings of the proposed ordinance language and approved the language at each prior to it becoming effective.

RECOMMENDATION:

The administration recommends that the City Commission complete the Second Reading of the proposed Rooftop Dining language amendments and approve the same at the conclusion of the reading. The administration further recommends the City Commission direct the City Clerk to publish the adopted Zoning Ordinance Amendments as required. A sample resolution is attached for reference.

Please feel free to contact me directly if you have any questions.

Proposed Rooftop Dining Ordinance Amendments 2020

Sec. 78-21. Definitions.

Acoustic music means music that is solely or primarily uses instruments that produce sound through acoustic means, as opposed to electric or electronic means.

Outdoor dining patio means a temporary, street level, exterior area, adjacent to an existing restaurant, generally located in the right-of-way, that is used for seated consumption of food and/or beverages that is operated by the adjacent restaurant and is accessory to the restaurant use.

Rooftop dining means a temporary, exterior area, located on the roof of an existing restaurant at least one story above grade, that is used for seated consumption of food and/or beverages and is operated by the underlying restaurant and is accessory to the restaurant use.

Sec. 78-102. B-2 Central Business Districts (4)

Rooftop dining subject to section 78-297.

Sec. 78-281. Special uses.

(b)(1)

Sec. 78-297. – Rooftop dining.

Rooftop dining is subject to the following:

- (a) Rooftop dining requires a special land use permit which is to be approved and issued by the City of Plymouth City Commission. This permit is subject to annual review by the City Commission. Permits for establishments serving alcohol shall be reviewed at the same time the establishment's liquor license is reviewed by the Local Liquor License Review Committee. A recommendation for the approval, renewal, renewal with conditions, denial, or postponement of action on the permit will be then forwarded to the City Commission by the Liquor License Review Committee. When this permit applies to restaurants not serving alcohol the annual review of the permit will be reviewed by the City Commission who shall take one of the following actions: approve, approve with conditions, renew, renew with conditions, deny, or postpone. This review will take place annually at the same time the City Commission conducts the annual liquor license review process. The city may revoke the special land use permit authorizing rooftop dining in accordance with the proceedings of subsection 78-281(g).
- (b) The rooftop seating area must be an extension of the interior dining that exists on same level, or a lower level or levels of the building.
- (c) No part of the rooftop dining operation shall exceed the height allowed in Section 78-190 (height overlay district).

Proposed Rooftop Dining Ordinance Amendments 2020

- (d) The open sides of the dining area must be enclosed by a wall, parapet, and/or fence that shall be 42 inches in height. In addition, a kick-plate/guard that allows for the passage of roof water for drainage while preventing dropped items from falling off the roof onto the area below shall be installed. Required kick-plate guards shall not have openings which allow passage of a sphere four (4) inches (102mm) in diameter from the walking surface to the required kick-plate/guard height of six inches.
- (e) A restaurant may have a rooftop dining area and an outdoor dining patio.
- (f) Rooftop dining area may operate between April 1 and November 1 and may be used only during operation hours of the applying establishment. Rooftop dining areas shall be allowed to begin service at 10:00 A.M. daily and service shall be permitted to continue until 11:00 p.m., Sunday through Wednesday and be closed and clear at 11:30 p.m. Establishments shall be allowed to continue service until 12:00 a.m. (midnight) on Thursday, Friday, and Saturday and be closed and clear at 12:30 a.m.
- (g) Live acoustic music on the rooftop dining area is allowed on Thursday, Friday and Saturday between April 1st and November 1st annually. Live music, vocals and performances shall not be amplified by any electronic or other means. Any music played through speakers on the rooftop dining area must be sound proofed so as to prevent sound from being heard at the street level of the building with the rooftop seating area and surrounding area.
- (h) The design, operation, and use of the rooftop dining area must be approved by and certified with a seal by a qualified, licensed structural engineer and that individual must certify that the rooftop is capable of the live load to be utilized by the establishment and the design of the load.
- (i) The rooftop dining area must comply with all city codes and ordinances, as well as all applicable state and federal laws. Its seating shall be limited to the space on the approved plans, and in no case more the 50% of the existing gross floor area of the restaurant, and in accordance with the capacity limits established by the fire department. No permanent components of the rooftop dining operation shall be visible from grade between November 1st and March 31st annually. Flooring, decking and other similar non-visible components are permitted to remain during this time period provided they are not visible from grade.
- (j) Temporary roof structures, walls, pergolas lighting or other components and structures associated with the rooftop dining operation shall be removed on or before November 1st annually unless permitted in (j)
- (k) Any establishment that develops rooftop dining must provide 50% of the off-street parking required by section 78-270 (10)(a).
- (l) Access to the rooftop dining area shall be through the interior of the restaurant. An exterior access may be allowed only as an emergency access for fire and life safety purposes.

Proposed Rooftop Dining Ordinance Amendments 2020

- (m) No televisions/monitors/screens shall be visible from the street level. No noise from televisions/monitors/screens shall be able to be heard at the street level.
- (n) Rooftop dining lighting shall be directed away from adjoining properties and streets and designed to minimize glare.
- (o) Any modifications to the plans submitted by the establishment for rooftop dining and approved by the city commission must be approved by the city commission before the same is made.

(Ord. No. 2014-02, § 3, 1-6-14)

Sample Resolution

The following resolution was proposed by Commissioner _____ and Seconded by Commissioner _____.

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



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 - Add Space Outdoor Service Area Penn Grill 09-21-20.docx
Date: August 20, 2020
RE: Penn Grill Outdoor Service Area

Background

To comply with the City's Liquor Management Ordinance, the ownership of the Penn Grill needs to update their operations plan and their filings with the City to add a permanent outdoor service area. This area would be located in the alley between the Penn Grill and Kilwins. They are currently using this space under the Michigan Liquor Control Commission covid rules for expanded outdoor space. This action would make that seating area permanent and has already been approved by the Michigan Liquor Control Commission.

The agreement that the owners of the Penn Grill have with the owner of the property indicates that the Penn Grill staff would be responsible to remove the tables and chairs from this area to allow garbage truck access to the dumpster located in this alley. During periods of time that the Penn Grill is using the area for seating they put a cover in front of the dumpster to block it from view.

Since the space has already been approved by the Michigan Liquor Control Commission the ownership is bringing this matter forward to come into compliance with our Liquor Management Ordinance.

The City Commission already held a Public Hearing on this matter and the Local Liquor License Review Committee reviewed this matter and recommended approval.

RECOMMENDATION:

The City Administration recommends that the City Commission authorize the additional space in the alleyway for the Penn Grill. This has already received approval from the MLCC, and this action just brings them into compliance with our Liquor Management Ordinance.

If you have any questions, please feel free to contact either Al Cox or myself.

R E S O L U T I O N

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

WHEREAS The City of Plymouth has a Liquor Management Ordinance which Requires licensed establishments to update their operations 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.

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

ADMINISTRATIVE RECOMMENDATION

To: Mayor & City Commission
From: Paul J. Sincock – City Manager
CC: *S:\Manager\Sincock Files\Memorandum - COMCAST Uniform Video Service Local Franchise Agreement - 09-21-2020.doc*
Date: 9/16/2020
Re: COMCAST Uniform Video Service Local Franchise Agreement

BACKGROUND:

The City Commission may be aware that in 2007 AT&T U-Verse lobbied the State Legislature extremely hard and over the objections of the Michigan Municipal League for the right to eliminate the local cable TV franchise system that was previously in place. We have had a request by COMCAST Michigan to renew their contract under the law that was enacted. We previously have approved agreements under this law for AT&T and WOW Cable and now we are starting the renewal process with COMCAST Michigan. Under the law the City Commission must approve the agreement submitted by COMCAST Michigan no later than October 10, 2020 or under the state law it will automatically approve the agreement.

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

RECOMMENDATION:

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

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



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 electing 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
6545 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)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

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

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

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

IV. Responsibility of the Franchising Entity

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

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

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

V. Term

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

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

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

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

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

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

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \$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 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

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

XI. Transferability

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

XII. Change of Information

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

XIII. Confidentiality

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

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

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(I) 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.: 734-892-2159

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 on 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
Craig D'Agostini
Print Name
Vice President, Government & Regulatory Affairs
Title
41112 Concept Drive
Address
Plymouth, MI 48170
City, State, Zip
734 359-2240
Phone
734-892-2159
Fax
Craig_D'agostini@cable.comcast.com
Email

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		
City: Plymouth	State: MI	Phone: 734-254-1525
Federal I.D. No. (FEIN): 31-1063218		Zip: 48170

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: 734-359-2308	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: 734-359-2079	Fax: 517-657-3743	Email: Leslie_Brogan@comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

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 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, Craig D'Agostini, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Craig D'Agostini, Vice President Government & Regulatory Affairs	
Signature: <i>Craig D'Agostini</i>	Date: September 8, 2020

(Franchising Entity)

City of Plymouth, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

RESOLUTION

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

RESOLUTION APPROVING THE UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT BY AND BETWEEN THE CITY OF PLYMOUTH AND COMCAST OF THE SOUTH, INC.

- 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.



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 - Authorization for Changes due to Covide Emergency 09-21-20.docx
Date: May 14, 2020
RE: Authorization for temporary rule & regulation changes due to Covid Emergency

Background

The issue with the new permanent outdoor patio space for the Penn Grill brought this matter to a head a little earlier than we originally anticipated. However, the Penn Grill may not be the only location or business that has access to private property for permanent patio expansion.

The City Commission is aware that the City Administration has been working with State regulators and the Michigan Municipal League and our restaurant and business community on possible alternatives for the winter season during the Covid Emergency.

Closing our streets regularly for the season or even is not a good option for us. Our Downtown has two one-way streets, and a wide mix of establishments from restaurants, to retail, to service, to office, to residential. While that mix can usually withstand a couple weekends a year of shutdowns, any prolonged extension of that becomes very problematic. For example, if we closed Penniman from Harvey to Main, we would be limiting access not only to all on street parking, but also access to the Penniman Parking Lot. Further, the Post Office lot exits onto Penniman, the Westborn Lot is designed to enter off of Penniman, there are also residents on Penniman and several offices. We anticipate similar issues on every street/block.

The City Administration has been working with stakeholders to allow us to be quick and nimble on potential operational options. For some, the private property option is a possibility as this would be temporary in nature, but we would need to put some rules in place for this winter season.

There may be other locations which may have the ability to use private property during the winter months to expand their seating capacity or business operations. Expanded wintertime capacity is different from expanding summer capacity and a much more difficult situation to regulate due to the nature of the various weather elements.

We would suggest that the City Commission authorize the City Administration to develop a program for expanded operations which would be similar to our current Covid-19 patio extension program that the leadership team implemented this summer. This authorization would cover the period of November 1, 2020 through March 31, 2021. This would allow establishments to gain approvals for a time limited basis and avoid having the expense of going through the Planning Commission as well as potentially the Historic District Commission. The Administration recommends that this authorization cover both retail and restaurant operations.

We have attached an email from Community Development Director John Buzuvis which further outlines this proposal.

Recommendation

The City Administration recommends that the City Commission provide emergency authorization to the City Administration to administratively approve the changes in various rules and regulations related to use of private or public property, signage, hours, parking, time limits and other procedures to allow for Emergency Covid-19 measures to assist, where possible retail and restaurant establishments.

It would be up to the establishment to obtain any additional permits or licenses from Wayne County Health Services, State of Michigan Liquor License Control Commission and/or other regulatory agency as may be needed. Further, establishments would need to comply with various Executive Orders, rules, and regulations of various federal, state, county, and local governments.

It should be noted that this authorization will not be able to encompass all restaurants and retail establishments and it will not resolve the many issues facing these establishments because of the Covid-19 Emergency.

Sincock, Paul

From: Buzuvis, John
Sent: Tuesday, September 15, 2020 2:44 PM
To: Sincock, Paul
Subject: Outdoor Dining on Private Property-COVID Extension

Paul,

As discussed at the City Commission meeting on Monday September 6th the Penn Grille has requested to expand their operation on a more permanent nature into the alley located to the east of their building. The permanent nature of a request of this sort would require review/approval by the Planning Commission (as a special land-use) due the increase in footprint/service area of an alcohol by the glass establishment. If you recall Stella's Black Dog Tavern went through this process a few years ago when they added their patio area in the rear of the building. Additionally, depending on their proposal the Penn Grill may need to gain approvals from the Historic District Commission for this undertaking. As you are aware there are several "permanent" patios on private property that have been in existence for years and are "grandfathered" in. For example Stella's front patio that is enclosed and has existed for at least 10-15 years; however, when they added an outdoor patio in the rear of their property they were required to receive a Special Land-Use approval by the Planning Commission which they did.

Assuming that the Penn Grill is not the only establishment that would like to have additional seating on private property during the winter months, especially this year, combined with capacity reductions as a result of Executive Orders it makes sense to me that we recommend the City Commission consider authorizing the City Administration to develop and administer a temporary outdoor dining review/approval program for establishments who propose to utilize private property for additional seating between November 1st and March 30th. This program could be similar in nature to the COVID-19 Patio extension program the leadership team implemented this summer as approved by the City Commission. Most of this process will hinge on life-safety issues as there is more to consider for outdoor seating during the colder months including: structures/enclosures used, Fire and Building Code Compliance, compliance with the Local Liquor License Ordinance etc. This would allow establishments to gain approvals for a time-limited basis (6 months) and avoid having the expense and time (usually a minimum of 2 months) to go through the Planning Commission as well as potentially the Historic District Commission.

This program could, if approved by the City Commission, also be considered for retail establishments that meet the criteria. If approved the administration would need to develop the rules, requirements, procedures etc. much like we did for the COVID patio extension into the on-street parking areas earlier this year. If approved by the City Commission on Monday the administration would have approximately four weeks to complete the necessary planning/development and begin processing requests prior to November 1st. Much of the framework needed currently exists with the patio extension process now in place.

I'm happy to chat or provide more information as necessary.

Thanks,

John

John Buzuvis

Community Development Director
City of Plymouth
734-453-1234 x 222

R E S O L U T I O N

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

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 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 is 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.