



City of Plymouth  
City Commission Regular Meeting Minutes  
Monday, December 21, 2020 - 7:00 p.m.  
In-Person at 525 Farmer and Online Webinar

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City of Plymouth  
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Plymouth, Michigan 48170-1637

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**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, and Tony Sebastian

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

**2) CITIZENS COMMENTS**

Ellen Elliott, 404 Irvin, thanked City staff. She also said the DDA strategic planning session on December 14 went well.

Kerri Pollard, 444 S. Main, said she appreciates the City's support of the merchants.

Tony Bruscato, DDA Director, thanked City Commissioner Ed Krol for his recent donation.

**3) APPROVAL OF THE AGENDA**

Thomey offered a motion, seconded by Moroz, to approve the agenda for Monday, December 21, 2020. It was noted that item six might be moved down on the agenda, pending the arrival of the PSLZ representative.

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 December 7, 2020 City Commission Regular Meeting Minutes
- b. Approval of October 2020 Bills

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

There was a roll call vote.

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

MOTION PASSED 7-0

**5) COMMISSION COMMENTS**

Thomey thanked all staff for keeping the City vibrant and beautiful. He praised IT Director Tom Alexandris for taking care of all the technical aspects of virtual and hybrid meetings throughout the pandemic. He also congratulated O'Donnell for being accepted as a Michigan Political Leadership

Fellows at Michigan State University. Commissioner Krol echoed Thomey's sentiments. Wolcott noted the City's ability to adapt and overcome.

**6) AUDIT PRESENTATION – PSLZ**

Rana Emmons of PSLZ presented the City's 2020 audit. She said the City received the highest level of audit opinion possible, which is an unmodified opinion with no exception or disclaimers.

**7) PUBLIC HEARING**

a. Tree Ordinance and Final Reading

Wolcott opened the public hearing at 7:38 p.m.

Jim Burrows, 1014 Dewey, said he had spoken to many residents about the ordinance and all were in support.

Hearing no further public comments, Wolcott closed the public hearing at 7:41.

Krol offered the following motion, which was seconded by Sebastian

RESOLUTION 2020-94

WHEREAS The City Commission of the City of Plymouth has responsibility to adopt all City ordinances and changes to the Plymouth City Code; and

WHEREAS It has been determined that there needs to be an update to the Plymouth City Code related to the Tree Ordinances; and

WHEREAS Trees are a natural resource, and the City of Plymouth finds that trees will provide a number of benefits to the community as a whole.

NOW THEREFORE BE IT RESOLVED THAT THE City Commission of the City of Plymouth does hereby adopt the following changes to the Plymouth City Code at its Final Reading:

This is an Ordinance to Amend the Plymouth City Code of Ordinances, Chapter 18, Buildings and Building Regulations, Article XIV. -Vegetation, by deleting Division 1 and Division 2.

This is an Ordinance to Amend the Plymouth City Code of Ordinances, Chapter 34, Environment, Article 1, Trees, Division 1, Generally, by deleting Sections 34-1 through 34-28 and inserting the new Sections 34 - 1 through 34-28.

**Chapter 18 – BUILDINGS AND BUILDING REGULATIONS, Article XIV. - Vegetation, Division 1. – Generally and 2. - Trees NEEDS TO BE DELETED**

**Chapter 34 - ENVIRONMENT**

**ARTICLE I. - Trees**

**DIVISION 1. - GENERALLY**

### Sec. 34-1. - Intent

The purpose of this chapter is to provide for the protection, preservation, and reforestation of the City of Plymouth's tree canopy, trees, and woodlands.

### Sec. 34-2. - Definitions.

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

*Dead Tree* means any tree that has no visible growth (within the appropriate growing season for all deciduous trees), no visible buds, twigs that do not exhibit flexibility, and twigs that do not appear green at the cambium layer when outer bark has been physically removed.

*Diameter Breast Height (DBH)* means the diameter, in inches, of a tree measured at four and one-half (4½) feet above the existing grade.

*Dripline* means the imaginary vertical line, which extends downward from the outermost tips of the tree branches to the ground.

*Front Yard Tree* means any tree located in the open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and the nearest point of the foundation of the main building.

*Heritage Tree* means any tree that meets the size and species requirements in the table below, or any tree not listed in the table below that is 18 inches DBH or greater.

Common Name	Scientific Name	DBH
Arborvitae	Thuja occidentalis	18"
Ash	Fraxinus species	18"
American Basswood (Linden)	Tilia americana	18"
American Beech	Fagus grandifolia	18"
American Chestnut	Castanea dentata	8"
American Elm	Ulmus americana	18"
Birch	Betula species	18"
Black Alder	Alnus glutinosa	12"
Black Tupelo	Nyssa sylvatica	12"
Black Walnut	Juglans nigra	18"
White Walnut	Juglans cinerea	18"
Buckeye (Horse Chestnut)	Aesculus species	18"
Cedar, Red	Juniperus species	12"
Crabapple (Cultivar)	Malus species	12"
Douglas Fir	Pseudotsuga menziesii	18"

Eastern Hemlock	Tsuga canadensis	12"
Flowering Dogwood	Cornus florida	8"
Ginkgo	Ginkgo biloba	18"
Hickory	Carya, species	18"
Kentucky Coffeetree	Gymnocladus dioicus	18"
Larch/Tamarack	Larix laricina (Eastern)	12"
Locust	Gleditsia triacanthos	18"
Sycamore (London plane tree)	Platanus species	18"
Maple	Acer species (except negundo)	18"
Oak	Quercus species	18"
Pine	Pinus species	18"
Sassafras	Sassafras albidum	15"
Spruce	Picea species	18"
Tulip Tree	Liriodendron tulipifera	18"
Wild Cherry	Prunus species	18"

*Large tree* means any tree larger than 40 feet in height at maturity.

*Licensed tree professional* means a Nurseryman or an ISA certified arborist.

*Medium tree* means any tree between 25 feet and 40 feet in height at maturity.

*Park tree* means any tree located in public parks having individual names, and all publicly owned land, or to which the public has free access as a park.

*Private tree* means any tree located on land that is owned by an individual or group having a vested or financial interest in the subject property.

*Protected Area* means the area contained within the dripline of the tree.

*Protective Barrier* means a physical obstruction that encloses the protected area of a tree and limits vehicular, material, and equipment access.

*Small tree* means any tree less than 25 feet in height at maturity.

*Street tree* means any trees planted or located within a public street or road right-of-way.

*Topping* means the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the trees.

*Transplant* means the digging up of a tree and the planting of that tree in another place on the same property or off-site property.

*Tree* means a woody perennial plant, typically having a single stem or trunk which at maturity is 13 feet or more in height and which has a definite crown of foliage.

*Tree Fund* means the budget account located in the Solid Waste/Recycling fund to be used for activities associated with public tree inventory, protection, maintenance, and planting.

**Sec. 34-3. – Prohibited Trees.**

The following trees are prohibited to be planted or re-planted:

<b>Common Name</b>	<b>Scientific Name</b>
Ash	Fraxinus species
Autumn and Russian-Olive	Elaeagnus species
Boxelder	Acer negundo
Buckthorn	Rhamnus species
Mulberry	Morus species
Poplar	Populus species
Siberian Elm	Ulmus pumila
Silver Maple	Acer saccharinum
Tree of Heaven	Ailanthus altissima
Willow	Salix species

**Sec. 34-4. - Tree Care.**

- a. All trees shall be planted, pruned, maintained, and removed, as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds.
- b. The City reserves the right to remove or cause to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, is blocking street or sidewalk clearance, or is blocking the spread of light or view of traffic control devices.
- c. If any owner, occupant or person having charge of any land within the city shall refuse or neglect to resolve public safety issues caused by private trees as provided in this chapter, then the City Manager or his/her designee shall cause the land to be entered upon by city employees or a city contractor for the purpose of pruning, or removing said trees at the sole cost to the property owner and such entering upon shall not be deemed a trespass.

**Sec. 34-5. - Pruning.**

Trees shall be pruned so that branches do not obstruct the light from any street light or obstruct the view of any street intersection. A clear space of fifteen feet above the surface of the street and eight feet above the surface of the sidewalk shall be maintained. The City shall have the right to prune or cause to be pruned any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with visibility of roadway, sidewalk, traffic control devices, and/or signs.

**Sec. 34-6. – Corner Clearance.**

Within the required corner clearance area as defined in Section 78-207, all trees and limbs, including dead, diseased or dangerous trees or broken or decayed limbs which constitute a menace to the safety of the public, shall be removed by the property owner upon which the tree is located.

**Sec. 34-7. - Tree Topping.**

It shall be prohibited for any person to top any tree. Trees severely damaged by storms, an act of God, or other causes out of the City’s or property owner’s control, may be exempted from this section at the determination of the City Manager or his/her designee. This section does not apply to a utility company who may be required to top a tree for purposes of public safety or valid equipment issues.

**Sec. 34-8. - Removal of Stumps.**

All stumps of street, park, and front yard trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground. The stump excavation site shall be backfilled to match existing grade as defined in Section 78-21.

**Sec. 34-9. - Tree Fund.**

This section establishes the City's tree fund. The purpose of the tree fund shall be to maintain and reestablish the City’s public tree canopy. The City Commission shall review the rate structure annually as part of their budget process.

**Sec. 34-10. - Installation and Planting**

All trees shall be planted according to ANSI Standards A300.

**Sec. 34-11. - Maintenance Provisions.**

All trees shall be maintained in a safe, healthy, neat and orderly state free from refuse and debris.

**DIVISION 2. – PUBLIC TREES**

**Sec. 34-12. Permitted Street Trees**

The following list constitutes the official street tree species for the city. No species other than those included in this list may be planted unless approved, in writing, by City Manager or his/her designee.

(a) *Small trees:*

<b>Common Name</b>	<b>Scientific Name</b>
Cherry, Flowering	Prunus species & hybrids
Crabapple, Flowering	Malus species & hybrids
Dogwood	Cornus species & hybrids
Goldenrain Tree	Koelreuteria paniculata
Hawthorn	Crataegus species
Lilac, Japanese Tree	Syringa reticulata
Magnolia	Magnolia hybrids
Magnolia, Star	Magnolia stellata
Maple, Amur	Acer ginnala
Maple, Paperbark	Acer griseum
Maple, Tatarian	Acer tataricum
Maple, Trident	Acer buergeranum
Peach, Flowering	Prunus species & hybrids

Plum, Flowering	Prunus species & hybrids
Redbud, Eastern	Cercis canadensis
Serviceberry	Amelanchier species & hybrids

(b) *Medium trees:*

<b>Common Name</b>	<b>Scientific Name</b>
Amur Maackia	Maackia amurensis
Corktree, Amur, Fruitless Male	Phellodenron amurense
Hophornbeam, American	Ostrya virginiana
Hornbeam, American	Carpinus caroliniana
Hornbeam, European	Carpinus betulus
Horsechestnut, Red	Aeculus x carnea
Maple, Bigtooth	Acer grandidentatum
Maple, Hedge	Acer campestre
Maple, Shantung	Acer truncatum
Mountain Ash	Sorbus species
Mulberry, Red Fruitless Male	Morus rubra, fruitless varieties
Osageorange, Thornless Male	Maclura pomifera
Pagodatree (Scholartree)	Styphnolobium (Sophora) japonicum
Paw Paw	Asimina triloba
Pear, Flowering	Pyrus species & hybrids
Sassafras	Sassafras albidum
Yellowwood	Cladrastis kentukea

(c) *Large trees:*

<b>Common Name</b>	<b>Scientific Name</b>
Baldcypress	Taxodium distichum
Beech, American	Fagus grandifolia
Beech, European	Fagus sylvatica
Blackgum (Tupelo)	Nyssa sylvatica
Catalpa, Northern	Catalpa speciosa
Chestnut	Castanea hybrids
Coffeetree, Kentucky	Gymnocladus dioicus
Elm, American Dutch Elm resistant varieties	Ulmus hybrids
Filbert, Turkish	Corylus colurna
Ginkgo (Maidenhair Tree), Fruitless Male	Ginkgo biloba

Hackberry	<i>Celtis occidentalis</i>
Hardy Rubber Tree	<i>Eucommia ulmoides</i>
Hickory	<i>Carya species</i>
Honeylocust	<i>Gleditsia triacanthos</i>
Horsechestnut	<i>Aesculus species</i>
Katsura Tree	<i>Cercidiphyllum japonicum</i>
Linden, American	<i>Tilia Americana</i>
Linden, Littleleaf	<i>Tilia cordata</i>
Linden, Silver	<i>Tilia tomentosa</i>
Maple, Black	<i>Acer nigrum</i>
Maple, Freeman Hybrid	<i>Acer x freemanii</i>
Maple, Miyabe	<i>Acer miyabei</i>
Maple, Norway	<i>Acer platanoides</i>
Maple, Red	<i>Acer rubrum</i>
Maple, Sugar	<i>Acer saccharum</i>
Maple, Sycamore	<i>Acer pseudoplatanus</i>
Oak, Bur	<i>Quercus macrocarpa</i>
Oak, Chinkapin	<i>Quercus muehlenbergii</i>
Oak, English	<i>Quercus robur</i>
Oak, Northern Red	<i>Quercus rubra</i>
Oak, Pin	<i>Quercus palustris</i>
Oak, Sawtooth	<i>Quercus acutissima</i>
Oak, Scarlett	<i>Quercus coccinea</i>
Oak, Shingle	<i>Quercus imbricaria</i>
Oak, Shumard	<i>Quercus shumardii</i>
Oak, Swamp White	<i>Quercus bicolor</i>
Oak, White	<i>Quercus alba</i>
Planetree, London	<i>Platanus x acerifolia</i>
Redwood, Dawn	<i>Metasequoia glyptostroboides</i>
Sweetgum	<i>Liquidambar styraciflua</i>
Sycamore	<i>Platanus occidentalis</i>
Tuliptree	<i>Liriodendron tulipifera</i>
Walnut, Black	<i>Juglans nigra</i>
Zelkova	<i>Zelkova serrata</i>

**Sec. 34-13. - Distance from street corners, driveways, curbs, and sidewalks.**

No tree shall be planted closer than 35 feet of any street corner, measured from the point of nearest intersecting curbs or curb lines. No tree shall be planted closer than ten feet from any driveway or approach. Trees planted in the area between the curb or curb lines and sidewalks shall be in accordance with the three species size classes listed in Section 34-12. No trees may be planted within any area between the curb or curb line and sidewalk other than the following: Small trees: two (2) feet; Medium trees: three (3) feet; and Large trees: four (4) feet.

**Sec 34-14. - Distance from utilities, signs, and hydrants.**

No trees, other than those species listed as small trees in section 34-12(a), may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line, or other utility. No trees shall be planted closer than 10 feet from any manhole structure. No tree shall be planted closer than ten feet from any hydrant. No tree shall be planted closer than ten feet from any streetlight pole. No tree shall be planted closer than ten feet from any traffic control device.

**Sec. 34-15. – Distance between trees.**

Trees shall be planted a sufficient distance away from other trees. The distance between small trees as listed in section 34-12(a) shall be 20 feet. The distance between medium trees as listed in section 34-12(b) shall be 30 feet. The distance between large trees as listed in section 34-12(c) shall be 40 feet.

**Sec. 34-16. – Tree Size.**

The minimum size for a street tree or park tree shall be one-and-a-half (1.5) inches in caliper DBH. All trees planted must be of the tree form variety, have a single stem with branching limbs, and branches must be at least eight feet off the ground at maturity, as predicated by the size definitions in Section 34-2.

**Sec. 34-17. Removal and Replacement of Street Trees.**

- a. Should a property owner wish to have the street tree adjacent to his or her property removed, he or she shall submit a request, in writing, to the City Manager or his/her designee. Within 10 business days of the receipt of the request an ISA certified arborist, provided by the City, will perform a condition and risk assessment. The cost for this service shall be borne by the property owner making the request. Following the condition and risk assessment by the ISA certified arborist, if the street tree is found to be dead, diseased, or dying the City shall remove the street tree at the City's cost. Following the condition and risk assessment by the ISA certified arborist, if the street tree is not found to be dead, diseased, or dying, the tree shall remain.
- b. Only in extenuating circumstances, as determined by the City Manager or his/her designee, shall a healthy street tree be removed or caused to be removed. Such extenuating circumstances shall include but are not limited to catastrophic event, repair, replacement, or maintenance of underground utilities, or an act of God.
- c. When a street tree is removed every effort shall be made to be replaced the tree within one year of removal with one (1) replacement tree that meets the requirements in section 34-12 through 34-16, above.

**DIVISION 3. - PRIVATE TREES**

**Sec. 34-18. - Removal and Replacement of Heritage Trees**

This section shall apply to all private heritage trees. Each heritage tree that is removed shall be replaced in a manner consistent with the following subsections.

- a. Heritage trees shall be replaced at a sliding scale rate set by the City Commission annually for each tree removed. Replacement tree(s) shall be located on the parcel(s) where each heritage tree is removed or in the right-of-way adjacent to the affected property. The City Manager or his/her designee may consider alternate locations on a case by case basis. Replacement trees shall be shown on a tree replacement plan.
- b. If trees cannot be reasonably planted on the property, the property owner shall pay into the tree fund at a rate defined by the City Commission and stated on the Rate Card, rounded up to the nearest one (1) inch of DBH required to be replaced by Section 34-18(a).
- c. If the requirements of Section 34-18(a) and (b) cannot be met, a combination of paying into the tree fund and replacement trees shall be used. Replacement trees shall be shown on a tree replacement plan.
- d. When required, a tree replacement plan shall be submitted within 90 days of the removal of heritage tree(s). The City Manager or his/her designee may consider an extension on a case by case basis.
- e. When a tree from the subject property is transplanted and saved from removal, that DBH shall be added as a credit to the property owner's replacement requirements. Trees shall be relocated by a licensed tree professional. The property owner shall ensure the tree's successful establishment in new location.
- f. Trees that are dead, diseased, or dying with no visible growth as determined by an ISA certified arborist are exempt from replacement requirements.
- g. The minimum size for a replacement tree shall be one-and-a-half (1.5) inches in caliper DBH. All trees planted must be of the tree form variety.

**Sec. 34-19. – Removal and Replacement of Front Yard Trees.**

This section shall apply to any front yard trees with a DBH of six (6) inches or greater but less than the heritage tree standard for that species. Each tree that is removed shall be replaced in a manner consistent with the following subsections.

- a. Front yard trees shall be replaced at a sliding scale rate set by the City Commission annually for each tree removed. Replacement front yard tree(s) shall be located on the front yard of the parcel(s) where each front yard tree is removed or in the right-of-way adjacent to the affected property. The City Manager or his/her designee may consider alternate locations on a case by case basis. Replacement trees shall be shown on a tree replacement plan.
- b. If trees cannot be reasonably planted on the property, the property owner shall pay into the tree fund at a rate defined by the City Commission and stated on the Rate Card, rounded up to the nearest one (1) inch of DBH required to be replaced by Section 34-19(a).
- c. If the requirements of Section 34-19(a) and (b) cannot be met, a combination of paying into the tree fund and replacement trees shall be used. The City Manager or his/her designee may consider alternate locations on a case by case basis. Replacement trees shall be shown on a tree replacement plan.
- d. When required, a tree replacement plan shall be submitted within 90 days of the removal of a front yard tree(s). The City Manager or his/her designee may consider an extension on a case by case basis.
- e. When a tree from the subject property is transplanted and saved from removal, its DBH shall be added as a credit to the property owner's replacement requirements. Trees shall be relocated by a licensed tree professional. The property owner shall ensure the tree's successful establishment in new location.
- f. Front yard trees that are dead, diseased, or dying with no visible growth as determined by an ISA certified arborist are exempt from replacement requirements.
- g. The minimum size for a replacement tree shall be one-and-a-half (1.5) inches in caliper DBH. All trees planted must be of the tree form variety.

**Sec. 34-20. - Dead Tree Removal on Private Property.**

The City shall have the right to cause the removal of any dead tree on private property within the City when such trees constitute a hazard to life or property. The City will notify, in writing, the owners of such trees. Removal shall be done by such owners at their own expense within 30 days after the date of service of notice. Upon the owner's failure to comply with such provisions, the City shall have the authority to remove such trees at a rate set by the City Commission. The City Manager or his/her designee shall keep an accurate account of expense incurred for each lot or parcel of land in carrying out the provisions of this section and such expense shall be charged against such lot or parcel and collected by giving notice thereof to the owner of the lot or parcel. If such expense or charge shall not be paid the same shall be assessed against the lot or parcel and collected as provided by Section 12.22 of the City Charter.

**Sec. 34-21. - Diseased Trees on Private Property.**

The City shall have the right to cause the removal or treatment of any diseased tree on private property within the City when such tree constitutes a hazard to life or property or harbors deadly insects or disease which constitutes a potential threat to other trees within the City. Treatment of a diseased tree shall include chemical treatment to render the disease or affliction non-threatening to any affected tree. The City will notify, in writing, the owners of such trees. Treatment or removal shall be done by such owners at their own expense within 30 days after the date of service of notice. Upon failure of owners to comply with such provisions, the City shall have the authority to treat or remove such trees and charge the cost of treatment or removal at a rate set by the City Commission. The City Manager or his/her designee shall keep an accurate account of expense incurred for each lot or parcel of land in carrying out the provisions of this section and such expense shall be charged against such lot or parcel and collected by giving notice thereof to the owner of the lot or parcel. If such expense or charge shall not be paid the same shall be assessed against the lot or parcel and collected as provided by Section 12.22 of the City Charter.

**Sec. 34-22. – Installation of Street Trees for New Residential Construction.**

- a. Residential property owners shall install one (1) new street tree at the effected property when a new construction home is built. If the right-of-way adjacent to the residential property is not suitable for the long-term health requirements of a tree based on Sec. 34-13 through Sec. 34-15, the property owner shall pay into the tree fund at a rate set by the City Commission.
- b. Residential property owners must choose one of the following tree replacement processes from the following three options:
  1. Plant a tree before any Certificate of Occupancy is issued.
  2. Pay into the tree fund prior to the issuance of any Certificate of Occupancy at a rate approved by the City Commission.
  3. Property owner plans to plant a tree within one year of Final Certification of Occupancy issuance. Property owner pays a cash bond at a rate approved by the City Commission before any Certificate of Occupancy is issued. The bond will be refunded once the tree is planted and the property owner notifies the City in writing of planting. If the tree is not planted within one year, the bond is forfeited to the Tree Fund.

**Sec. 34-23. - Tree Protection Standards during Construction.**

- a. A tree protection plan shall be submitted and approved with the new construction building permit.
- b. During construction, a protective barrier shall be placed at the drip line of the street, park, and/or front yard or heritage private tree(s). The ground area within the drip line shall be maintained undisturbed from its pre-construction state.

- c. Vehicles, materials, and equipment are prohibited from being stored in, staged in, or driven through the protected area of the front yard or heritage tree. Practical difficulties shall be dealt with by the Administration on a case by case basis.
- d. If the protected area of the front yard or heritage tree falls within the building envelop, every precaution shall be taken to preserve and protect the affected tree(s).

## **DIVISION 5. - ADMINISTRATION AND ENFORCEMENT**

### **Sec. 34-24. Permits required**

- a. A tree removal permit is required when any tree is planned for removal.
  - 1. Permits shall be obtained from the Department of Municipal Services (DMS) on a form provided.
  - 2. DMS shall review the application for compliance with this Chapter.
  - 3. DMS shall perform a site visit to measure and document the affected tree(s).
  - 4. DMS shall provide a report to the applicant detailing the trees planned for removal and any required replacement.
  - 5. After review, DMS shall issue a permit to applications that meet the requirements of this Chapter.
  - 6. If replacement trees are required see (c).
- b. A tree planting permit is required when trees are transplanted or planted.
  - 1. Permits shall be obtained from the Department of Municipal Services (DMS) on a form provided. The application shall include a scaled site plan or boundary survey or scaled drawing that shows all property lines, pavement, hard surfaces, and the size, species, and location of the proposed tree(s) to be planted.
  - 2. DMS shall review the application for compliance with this Chapter.
  - 3. After review, DMS shall issue a permit to applications that meet the requirements of this Chapter.
- c. A tree replacement plan is required when replacement trees are required to be planted after tree(s) have been removed.
  - 1. Permits shall be obtained from the Department of Municipal Services (DMS) on a form provided. The application shall include a scaled site plan or boundary survey or scaled drawing that shows all property lines, pavement, hard surfaces, and the size, species, and location of the proposed tree(s) to be planted. The application shall include
  - 2. DMS shall review the application for compliance with this Chapter.
  - 3. DMS shall provide a report to the applicant detailing how the replacement requirement shall be met.
  - 4. After review, DMS shall issue a permit to applications that meet the requirements of this Chapter.
- d. A tree protection plan is required when a qualifying construction project is planned for a property.
  - 1. Permits shall be obtained from the Department of Municipal Services on a form provided.
  - 2. The tree protection plan shall be submitted at the time that building plans are submitted to the Community Development Department for review. The tree protection plan shall include a topographic boundary survey that shows which tree(s) are being protected during construction and the location and type of protective barrier that will be used to protect the trees throughout construction.
  - 3. After review, DMS shall issue a permit to applications that meet the requirements of this Chapter.
  - 4. No building permit shall be issued until an approved tree protection plan permit has been issued.

- e. No tree shall be removed, replaced, transplanted, or planted unless a tree permit has been first issued for such work.
- f. When a building permit is required for any work that includes changes to lot coverage, floor area ratio, or hardscaping of the property, existing front yard and heritage trees shall be indicated on a boundary survey. The boundary survey shall include property boundaries; topography; the size, location, and species of each tree; existing and proposed structure(s); and building envelop. The survey shall be submitted to the City in a compatible digital format.
- g. The permit fees shall be set and reviewed annually by the City Commission.

**Sec. 34-25. Notice.**

The City Manager or his/her designee shall notify, by first class mail or by posting notice in a conspicuous location on the property, the owner, agent or occupant of any lands on which a violation of this chapter is found to exist. Such notice shall require that the person having charge of such land to resolve any violations of this chapter; and shall contain a summary of the provisions of this chapter. Failure of the City Manager or his/her designee to give notice shall not, however, constitute a defense to any action to enforce the payment of any penalty provided for, or debt created under, the provisions of this chapter. If the property is not in compliance with this article at the end of the period specified in the notice of violation, an appearance ticket may be issued.

**Sec. 34-26. Penalty and Enforcement.**

- a. The City shall have the right to enter property to investigate the removal of front yard or heritage trees on private property. The penalty for removal of front yard or heritage tree(s) without a required permit shall be a civil infraction plus a \$500.00 fine, per tree. In addition to the fine, the offender shall pay fair market replacement per front yard or heritage tree removed based on a minimum size of 18 inch DBH.
- b. A person who violates any provision of this Chapter 34 or the terms or conditions of a permit is responsible for municipal civil infraction; and shall be subject to payment of not less than \$500.00, plus costs and other sanctions, for each infraction.
- c. Discretionally removed trees or trees that are intentionally damaged that are not replaced according to the provisions of this chapter require payment into the tree fund at the rate established by the City Commission.

**Sec. 34-27. Appeals**

Any appeals to this chapter shall be submitted, in writing, on a form provided by the City Manager or his/her designee within 21 days of the administration's determination. Appeals cannot be made when a determination includes a healthy, safety, welfare concern.

**Sec. 34-28. Severability**

The various parts, sentences, paragraphs, sections, and clauses of this chapter 34 are hereby declared to be severable. If any part, sentence, paragraph, section, or clause of this chapter 34 is adjudged unconstitutional or invalid by any court or administrative agency of competent jurisdiction, the unconstitutionality or invalidity shall not affect the constitutionality or validity of any remaining provisions of this chapter 34.

There was a roll call vote

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

MOTION PASSED 7-0

**8) OLD BUSINESS**

There was no old business.

**9) NEW BUSINESS**

a. WOW! Uniform Video Service Local Franchise Agreement

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

RESOLUTION 2020-95

RESOLUTION APPROVING THE UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT BY AND BETWEEN THE CITY OF PLYMOUTH AND WIDOPENWEST MICHIGAN, LLC (dba WOW! Cable Internet Phone).

WHEREAS The existing Cable Franchise Agreement between WideOpenWest Michigan, LLC (WOW!) and the City of Plymouth expired on August 27, 2020; and

WHEREAS On November 23, 2020, WOW 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 WOW! 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 WOW! and the City of Plymouth, with an effective date of December 21, 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.

## 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 WideOpenWest Michigan, LLC, a Delaware corporation doing business as WOW Internet Cable Phone.

### 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. "ECC" 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 11(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 \_\_\_\_\_% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.

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

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

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the

Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

### VIII. PEG Fees

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

### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the

audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

#### **X. Termination and Modification**

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

#### **XI. Transferability**

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

#### **XII. Change of Information**

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

#### **XIII. Confidentiality**

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

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

#### **XIV. Complaints/Customer Service**

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

**XV. Notices**

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

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

*If to the Provider:*  
(must provide street address)

City of Plymouth:

City of Plymouth

201 S. Main

Plymouth, MI 48170

Attn: Paul Sincock, Manager

Fax No.: 734-455-1892

WideOpenWest Michigan, LLC

32650 North Avis Dr.

Madison Heights, MI 48071

Attn: Terrell Priester

Fax No.: 248-677-9021

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

**XVI. Miscellaneous**

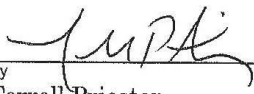
- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement

**City of Plymouth, a Michigan Municipal Corporation**

**WideOpenWest Michigan, LLC, a Delaware corporation doing business as WOW! Cable Internet Phone**

By \_\_\_\_\_  
 Paul Sincock  
 Print Name  
 Manager  
 Title  
 201 S. Main  
 Address  
 Plymouth, MI 48170  
 City, State, Zip  
 734-453-1234 ext. 203  
 Phone  
 \_\_\_\_\_  
 Fax  
 citymanager@plymouthmi.gov  
 Email

By \_\_\_\_\_  
  
 Terrell Priester  
 Print Name  
 Senior Director of Operations  
 Title  
 32650 North Avis Dr.  
 Address  
 Madison Heights, MI 48071  
 City, State, Zip  
 248-677-9080  
 Phone  
 \_\_\_\_\_  
 Phone  
 248-677-9021  
 Fax  
 terrell.priester@wowinc.com  
 Email

**FRANCHISE AGREEMENT** (Franchising Entity to Complete)

Date submitted:	11-23-2020
Date completed and approved:	

**ATTACHMENT 1**

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

Date: December 20, 2020		
Applicant's Name: WideOpenWest Michigan, LLC d/b/a WOW! Internet Cable Phone		
Address 1: 32650 North Avis Dr.		
Address 2:		Phone: 248-677-9080
City: Madison Heights	State: MI	Zip: 48071
Federal I.D. No. (FEIN): 04-3561701		

**Company executive officers:**

Name(s): Teresa Elder, Henry Hryckiewicz, Shannon Campain, Don Schena, Bill Case, David Burnick & John Rego
Title(s): CEO, CTO, CCO, CXO, CIO, CHRO & CFO

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

Name: Terrell Priester		
Title: Senior Director of Operations		
Address: 32650 North Avis Dr.; Madison Heights, MI 48071		
Phone: 248-677-9080	Fax: 248-677-9021	Email: terrell.priester@wowinc.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.)**

Refer to the set of area system prints provided in this package.
--

[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]

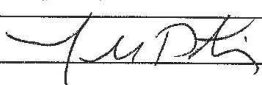
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification  
(Provider)**

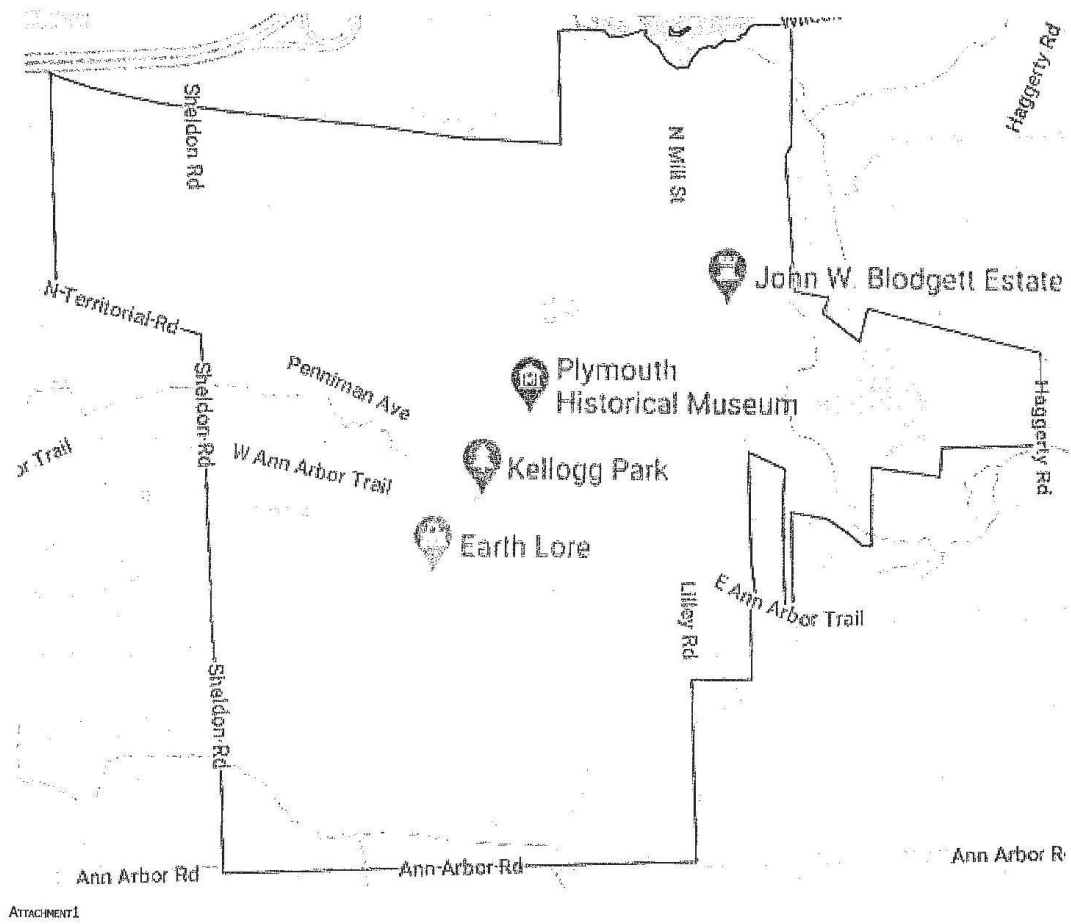
I, Terrell Priester, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Terrell Priester, Senior Director of Operations	
Signature: 	Date: 11/20/2020

(Franchising Entity)

City of Plymouth, a Michigan municipal corporation

By \_\_\_\_\_  
Paul Sincock  
Print Name  
Manager  
Title  
201 S. Main  
Address  
Plymouth, MI 48170  
City, State, Zip  
734-453-1234 ext. 203  
Phone  
\_\_\_\_\_  
Fax  
citymanager@plymouthmi.gov  
Email  
\_\_\_\_\_  
Date



ATTACHMENT 1

There was a roll call vote.

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

MOTION PASSED 7-0

b. Temporary Rule Changes Due to COVID Emergency

The following resolution was offered by Thomey and supported by Krol

RESOLUTION 2020-96

WHEREAS The entire State of Michigan has been under a State of Emergency for several months and this emergency situation has caused the state to issue several emergency orders; and

WHEREAS The City Commission is desirous to take emergency action to allow restaurants to use private or public property for the enhancement of their business within the scope of the various emergency rules and orders.

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 state orders to authorize the City administration to make changes in the City's various rules and regulations for private or public space available for the use by restaurants, 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 rules and regulations related to the use of outdoor patios, with no temporary structures or coverings on public property for restaurants through March 31, 2020.

BE IT STILL FURTHER RESOLVED THAT the City Commission authorized temporary emergency approval outdoor patio use for restaurants on private property through March 31, 2021. If there is anticipated continued use of the private property outdoor use past March 31, 2021, the ownership would have to seek Special Land Use Permit in accordance with the city's ordinances for expansion of liquor serving establishments. The City administration shall notify all temporary permit holders for private property patio use of the requirement for a Special Land Use Permit in order to comply with local ordinances and continue to use that space past March 31, 2021.

BE IT STILL FURTHER RESOLVED THAT the City Commission again offers the use of the Gathering Pavilion to the restaurant community under the City's special event policy.

BE IT STILL FURTHER RESOLVED THAT the City Commission hereby directs the City administration to continue to work on rules, regulations, parking and costs for extended patios in public parking spaces for the summer of 2021.

BE IT STILL FURTHER RESOLVED THAT the City Commission directs the administration to continue work on specifications and rules for the retractable awning concept.

BE IT STILL FURTHER RESOLVED THAT these are temporary emergency authorizations, unless revoked in accordance with the rules and regulations established by the City or prohibited by the State of Michigan. Further, the emergency rules and use of the private or public space under the terms of this resolution shall NOT be renewable unless there is further action by the City Commission.

There was discussion about the need to be flexible as the pandemic situation changes often. Commission members also spoke about the aesthetics of barriers used this summer, the possibility of changing them, and whether businesses were complying with the rules.

Citizens Kerri Pollard and Ellen Elliott said they appreciated the flexibility the City has shown in support of businesses.

There was a roll call vote.

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

MOTION PASSED 7-0

c. Truck Route Ordinance – First Reading

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

RESOLUTION 2020-97

WHEREAS The City of Plymouth has an ordinance to regulate truck traffic in the City; and

WHEREAS It has been many years since this ordinance has been updated and the City Commission made updating this ordinance as a one-year task on the City's Strategic Plan.

NOW THEREFORE BE RESOLVED THAT the City Commission amends Sections 70-61 through 70 – 67 at a First Reading to update the City's truck routes ordinance.

BE IT FURTHER RESOLVED THAT the City Clerk is directed to make the proposed ordinance changes as a part of the official meeting minutes of this City Commission meeting.

DIVISION 2. - TRUCK ROUTES

Sec. 70-61. - Intent.

The intent and purpose of this division is to protect the surfacing and pavements of the public streets, highways and alleys in the city and to such end same shall be liberally construed.

The purpose of this Section is to regulate the orderly operation of trucks on the streets of the City. The primary objectives are to facilitate the transfer of goods and services by trucks to businesses and to preserve the quality of life of the neighborhoods. Prime considerations involved with the purpose of this Section are: (1) the safety of our citizens; (2) avoidance of unreasonable or unnecessary disturbance or reduction in property values due to truck noise, vibration, and/or air pollution; (3) protection against the deterioration of those streets not designated for truck traffic, and (4) adequate truck service to businesses and residences in an expeditious manner, having due regard for economical vehicle operation.

Where density of traffic, protection of life and property, construction and condition of the roadway, or any hazardous condition make it advisable, the direction of traffic flow, and routing of buses, trucks and heavy vehicles, may be made by the Proper Authority by duly posted traffic control devices and it shall be unlawful to drive or cause to be driven, any vehicle in violation of such direction and routing.

Sec. 70-62. - Definitions.

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

*Commercial vehicle* includes all motor vehicles used for the transportation of passengers for hire, or constructed or used for the transportation of goods, wares or merchandise, and/or motor vehicles designed and used for drawing other vehicles and not so constructed as to carry any load thereon either independently or any part of the weight of a vehicle or load so drawn.

*Local Streets: All streets not designated herein as Truck Routes or major streets.*

*Major Streets: Those street segments, other than Truck Routes, contained herein the table below*

Major Streets		
Street Name	From	To
<u>Amelia St</u>	<u>N Mill St</u>	<u>W Liberty St</u>
<u>Ann Arbor Trail</u>	<u>S Sheldon Rd</u>	<u>General Dr</u>
<u>Arthur Ave</u>	<u>Junction Ave</u>	<u>End (North of Junction Ave)</u>
<u>Cherry St</u>	<u>W Pearl St</u>	<u>Dunn St</u>
<u>Deer St</u>	<u>Wing St</u>	<u>Ann Arbor Trail</u>
<u>Dunn St</u>	<u>Cherry St</u>	<u>Starkweather Ave</u>
<u>E Liberty St</u>	<u>N Holbrook Ave</u>	<u>York St</u>
<u>E Pearl St</u>	<u>N Mill St</u>	<u>York St</u>
<u>E Spring St</u>	<u>N Mill St</u>	<u>N Holbrook Ave</u>
<u>Farmer St</u>	<u>N Harvey St</u>	<u>N Mill St</u>
<u>Forest Ave</u>	<u>Wing St</u>	<u>Ann Arbor Trail</u>

<a href="#">Goldsmith Ave</a>	<a href="#">N Sheldon Rd</a>	<a href="#">Lena Ave</a>
<a href="#">Hamilton St</a>	<a href="#">Ann Arbor Trail</a>	<a href="#">S Union St</a>
<a href="#">Irvin Ave</a>	<a href="#">Junction Ave</a>	<a href="#">End (North of Junction Ave)</a>
<a href="#">Junction Ave</a>	<a href="#">N Sheldon Rd</a>	<a href="#">Karmada St</a>
<a href="#">Karmada St</a>	<a href="#">Farmer St</a>	<a href="#">Junction Ave</a>
<a href="#">N Harvey St</a>	<a href="#">Church St</a>	<a href="#">Junction Ave</a>
<a href="#">N Holbrook Ave</a>	<a href="#">Wilcox Rd</a>	<a href="#">Plymouth Rd</a>
<a href="#">N Industrial Dr</a>	<a href="#">Plymouth Rd</a>	<a href="#">End (South of Plymouth Rd)</a>
<a href="#">N Main St</a>	<a href="#">Church St</a>	<a href="#">N Mill St</a>
<a href="#">Penniman Ave</a>	<a href="#">S Sheldon Rd</a>	<a href="#">S Union St</a>
<a href="#">S Harvey St</a>	<a href="#">Ann Arbor Rd</a>	<a href="#">Church St</a>
<a href="#">S Main St</a>	<a href="#">Ann Arbor Rd</a>	<a href="#">Church St</a>
<a href="#">S Union St</a>	<a href="#">Ann Arbor Trail</a>	<a href="#">Main St</a>
<a href="#">Starkweather Ave</a>	<a href="#">N Main St</a>	<a href="#">N Mill St</a>
<a href="#">W Church St</a>	<a href="#">N Harvey St</a>	<a href="#">S Union St</a>
<a href="#">W Liberty St</a>	<a href="#">Amelia St</a>	<a href="#">Starkweather Ave</a>
<a href="#">W Pearl St</a>	<a href="#">N Mill St</a>	<a href="#">End (West of Cherry St)</a>
<a href="#">Wing St</a>	<a href="#">S Harvey St</a>	<a href="#">Deer St</a>
<a href="#">York St</a>	<a href="#">E Pearl St</a>	<a href="#">W Liberty St</a>

*Through commercial vehicle routes or through truck routes* are those which must be used by trucks and commercial vehicles not beginning, terminating or delivering to or from any point within the city.

*Truck* means every motor vehicle designed, used, or maintained primarily for the transportation of property.

*Truck Routes: Those streets specifically designated herein as Truck Routes.*

Sec. 70-63. - Enforcement.

The chief of police and other officers of the city shall enforce all weight, size and other vehicle and load limitations imposed by the Motor Vehicle Code, being Act No. 300 of the Public Acts of Michigan of 1949 (MCL 257.1 et seq., MSA 9.1801 et seq.), as amended.

It shall be the duty of any person driving or in charge or control of any buses, trucks or heavy vehicles, other than vehicles carrying or designed to carry passengers upon any roadway not a designated Truck Route upon the request of a police officer to stop and answer any questions regarding the weight of the truck, its destination, and its point of origin; and such person shall also present log book, weight slips, delivery slips and other written evidence of destination or point of origin, for the officer's examination.

Sec. 70-64. - Exception; permit.

The restrictions imposed under this division upon the use of certain public streets, highways and alleys in the city shall not apply to any vehicle the weight of which, loaded or unloaded, is 5,000 pounds or less, and shall not prevent the delivery of any person or property to any place within the city or prevent

a vehicle from receiving any person or property within the city, provided that the chief of police, in his discretion, may issue a permit for the operation of any truck to use any street other than herein provided.

Sec. 70-65. - Truck routes.

No person shall operate, or cause to be operated a commercial vehicle or truck on any of the public streets, highways or alleys in the city, except as herein otherwise provided, except upon the following public streets or highways which are hereby designated as through commercial vehicle routes or through truck routes:

- (1) Ann Arbor Road, from east city limits (Mill Street) to west city limits (Sheldon Road),
- (2) Mill Street, from Northville Road to south city limits (Ann Arbor Road),
- (3) Northville Road, from north city limits to Mill Street,
- (4) Plymouth Road, from east city limits to North Mill Street,
- (5) Sheldon Road, from south city limits (Ann Arbor Road) to CSX & O Railroad,

The above list of streets is subject to the weight restrictions of the board of county road commissioners.

Motor vehicles of the restricted class as used herein are defined as all motor vehicles having a weight of ten thousand (10,000) pounds or more including the load therein, except vehicles carrying or designated to carry passengers, all governmentally owned or leased vehicles, public utility vehicles, and vehicles used for private refuse handling.

Travel into or out of the City. Motor vehicles of the restricted class, which do not have a pickup, delivery or service within the City, are required to enter and exit the City of Plymouth on Truck Routes only.

Sec. 70-66. - Local deliveries.

~~The operation of commercial vehicles and trucks upon all public streets, highways or alleys, except as herein otherwise provided, in the city, is hereby prohibited; except, however, none of the restrictions herein imposed shall prevent the delivery or pickup of goods or persons any place within the city as provided in section 70-62; nor shall the restrictions herein imposed be construed to prevent any vehicle from going to and returning to the property where it is stored, maintained or serviced.~~

Travel within the City. Motor vehicles of the restricted class, while in the City of Plymouth, are required to travel on Truck Routes only, except as follows:

- (a) The operation of Authorized Emergency Vehicles may occur on any roadway in the City.
- (b) The operation of recreational vehicles as defined by State law, which are of the restricted class may use any roadway in the City.
- (c) The operation of motor vehicles of the restricted class is permitted on any roadway in the City for pickup, delivery or service where the destination is not on a Truck Route, provided that ingress and egress thereto or therefrom is accomplished in the following manner:
  - (1.) Vehicles of the restricted class must utilize designated Truck Routes to the point closest to delivery, pickup, or service.
  - (2.) Upon leaving or returning to the Truck Route, vehicles of the restricted class must utilize the shortest route available via major streets whenever possible and then utilize local streets only when necessary for the completion of the delivery, pickup or service.

(3) If any designated Truck Route or portion thereof shall be under repair or otherwise temporarily out of use, motor vehicles within the restricted class shall use such other temporary Truck Routes as may be designated by the Proper Authority.

(4) In case of emergency, a temporary permit allowing exceptions to this Section may be issued by the City Manager or designee.

Sec. 70-67. - Notice.

Notice of the prohibitions and limitations of this division shall be given by the posting of appropriate and legible signs such as may be seen by an ordinarily observant person upon or at the entrance to such highways or parts thereof affected by the provisions hereof.

Truck route signage. The roadways designated as Truck Routes may be posted with signs at reasonable intervals and at intersections where the truck route turns. Such signs shall consist of the words "Truck Route," below which may be placed an appropriate type arrow indicating the direction of the route.

No Trucks signage. Non-truck Route streets may be posted with signs at reasonable intervals where appropriate. Such signs shall indicate "No Trucks" or "Not a Truck Route."

Secs. 70-68—70-90. - Reserved.

Steve Joiner, 263 Farmer, said he appreciated seeing this being addressed because he frequently sees large trucks on his street.

There was a roll call vote.

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

MOTION PASSED 7-0

## **10) REPORTS AND CORRESPONDENCE**

a. P.A. 202 Pension OPEB Reports – NO ACTION

Enter Local Government Name	City of Plymouth
Enter PA 202 of 2017 Account #	622220
Fiscal Year End Month	June
Fiscal Year (four-digit year only, e.g. 2019)	2020
Contact Name (Chief Administrative Officer)	John F. Skarlan
CAO or Assistant CAO	John F. Skarlan, Finance Director
Contact Telephone Number	(734)453-1334
Pension System Name (not division)	1 Plymouth, City of
Pension System Name (not division)	2
Pension System Name (not division)	3
Pension System Name (not division)	4
Pension System Name (not division)	5

Instructions: For a list of detailed instructions on how to complete this report, please visit [michigan.gov/act/act/retirement-reporting](https://michigan.gov/act/act/retirement-reporting).  
Questions: For questions, please email [localretirementreporting@michigan.gov](mailto:localretirementreporting@michigan.gov). Return this original Excel file. Do not submit a scanned image or PDF.

If your pension system is separated by divisions, you would only enter one system. For example, one could have different divisions of the same system for union and non-union employees. However, these would be only one system and should be reported as such on this form.

Item	Description/Requirement	General Data	System 1	System 2	System 3	System 4	System 5
1	Is this unit a primary government (County, Township, City, Village)?	Calculated from above	Plymouth, City of	NO	NO	NO	NO
2	Provide the name of your retirement pension system	Calculated from above	Plymouth, City of	NO	NO	NO	NO
3	<b>Financial Information</b>						
4	Enter the pension system's assets (system liability net pension ending)	Most Recent Audit Report	8,684,420				
5	Enter retirement pension system's liabilities (total pension liability ending)	Most Recent Audit Report	16,580,432				
6	Funded ratio	Calculated	53.3%				
7	Actuarially Determined Contribution (ADC)	Most Recent Audit Report	\$21,976				
8	Actuarially Determined Contribution (ADC) as a % of ADC	Most Recent Audit Report	14,766,972				
9	All systems combined ADC/Governmental fund revenues	Calculated	5.6%				
10	<b>Memberships</b>						
11	Indicate number of active members	Actuarial Funding Valuation used in Most Recent Audit Report	-				
12	Indicate number of inactive members	Actuarial Funding Valuation used in Most Recent Audit Report	4				
13	Indicate number of retirees and beneficiaries	Actuarial Funding Valuation used in Most Recent Audit Report	35				
14	<b>Investment Performance</b>						
15	Enter actual rate of return - prior 1-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	14.07%				
16	Enter actual rate of return - prior 5-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	6.39%				
17	Enter actual rate of return - prior 10-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	7.97%				
18	<b>Actuarial Assumptions</b>						
19	Actuarial assumed rate of investment return	Actuarial Funding Valuation used in Most Recent Audit Report	7.55%				
20	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	Level Percent				
21	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	10				
22	Is each division within the system closed to new employees?	Actuarial Funding Valuation used in Most Recent Audit Report	Yes				
23	<b>Uniform Assumptions</b>						
24	Enter retirement pension system's actuarial value of assets using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	\$8,862,907				
25	Enter retirement pension system's actuarial accrued liabilities using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	\$17,011,654				
26	Funded ratio using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	52.29%				
27	Actuarially Determined Contribution (ADC) using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	\$21,976				
28	All systems combined ADC/Governmental fund revenues	Calculated	5.6%				
29	<b>Pension Trust Summary</b>						
30	Does this system trigger "underfunded status" as defined by PA 202 of 2017?	Primary Government Triggers: Less than 65% Funded AIO; Report from 2020 ADC/Governmental fund revenues; Non-Primary Government Triggers: Less than 65% Funded	NO	NO	NO	NO	NO

**Requirements (For your information, the following are requirements of PA 202 of 2017)**  
Local governments must post the current year report on their website or in a public place.  
Local governments must electronically submit the form to its governing body.  
Local governments must electronically submit the form to its governing body.  
Each retirement system at least every 5 years.  
Local governments must have had a peer actuarial audit conducted by an actuary that is on the plan actuary OR replace the plan actuary at least every 8 years.

By making this report to the Michigan Department of Treasury, the local government acknowledges that this report is complete and accurate in all known respects.

**The Protecting Local Government Retirement and Benefits Act (PA 202 of 2017) Health Care (OPEB) Report**

Local Government Name (not division)	City of Ann Arbor	Instructions: For a list of detailed instructions on how to complete and submit this form, visit <a href="https://www.michigan.gov/treasury/0,4570,7-283_4232_4233_4234_4235_4236_4237_4238_4239_4240_4241_4242_4243_4244_4245_4246_4247_4248_4249_4250_4251_4252_4253_4254_4255_4256_4257_4258_4259_4260_4261_4262_4263_4264_4265_4266_4267_4268_4269_4270_4271_4272_4273_4274_4275_4276_4277_4278_4279_4280_4281_4282_4283_4284_4285_4286_4287_4288_4289_4290_4291_4292_4293_4294_4295_4296_4297_4298_4299_4300_4301_4302_4303_4304_4305_4306_4307_4308_4309_4310_4311_4312_4313_4314_4315_4316_4317_4318_4319_4320_4321_4322_4323_4324_4325_4326_4327_4328_4329_4330_4331_4332_4333_4334_4335_4336_4337_4338_4339_4340_4341_4342_4343_4344_4345_4346_4347_4348_4349_4350_4351_4352_4353_4354_4355_4356_4357_4358_4359_4360_4361_4362_4363_4364_4365_4366_4367_4368_4369_4370_4371_4372_4373_4374_4375_4376_4377_4378_4379_4380_4381_4382_4383_4384_4385_4386_4387_4388_4389_4390_4391_4392_4393_4394_4395_4396_4397_4398_4399_4400_4401_4402_4403_4404_4405_4406_4407_4408_4409_4410_4411_4412_4413_4414_4415_4416_4417_4418_4419_4420_4421_4422_4423_4424_4425_4426_4427_4428_4429_4430_4431_4432_4433_4434_4435_4436_4437_4438_4439_4440_4441_4442_4443_4444_4445_4446_4447_4448_4449_4450_4451_4452_4453_4454_4455_4456_4457_4458_4459_4460_4461_4462_4463_4464_4465_4466_4467_4468_4469_4470_4471_4472_4473_4474_4475_4476_4477_4478_4479_4480_4481_4482_4483_4484_4485_4486_4487_4488_4489_4490_4491_4492_4493_4494_4495_4496_4497_4498_4499_4500_4501_4502_4503_4504_4505_4506_4507_4508_4509_4510_4511_4512_4513_4514_4515_4516_4517_4518_4519_4520_4521_4522_4523_4524_4525_4526_4527_4528_4529_4530_4531_4532_4533_4534_4535_4536_4537_4538_4539_4540_4541_4542_4543_4544_4545_4546_4547_4548_4549_4550_4551_4552_4553_4554_4555_4556_4557_4558_4559_4560_4561_4562_4563_4564_4565_4566_4567_4568_4569_4570_4571_4572_4573_4574_4575_4576_4577_4578_4579_4580_4581_4582_4583_4584_4585_4586_4587_4588_4589_4590_4591_4592_4593_4594_4595_4596_4597_4598_4599_4600_4601_4602_4603_4604_4605_4606_4607_4608_4609_4610_4611_4612_4613_4614_4615_4616_4617_4618_4619_4620_4621_4622_4623_4624_4625_4626_4627_4628_4629_4630_4631_4632_4633_4634_4635_4636_4637_4638_4639_4640_4641_4642_4643_4644_4645_4646_4647_4648_4649_4650_4651_4652_4653_4654_4655_4656_4657_4658_4659_4660_4661_4662_4663_4664_4665_4666_4667_4668_4669_4670_4671_4672_4673_4674_4675_4676_4677_4678_4679_4680_4681_4682_4683_4684_4685_4686_4687_4688_4689_4690_4691_4692_4693_4694_4695_4696_4697_4698_4699_4700_4701_4702_4703_4704_4705_4706_4707_4708_4709_4710_4711_4712_4713_4714_4715_4716_4717_4718_4719_4720_4721_4722_4723_4724_4725_4726_4727_4728_4729_4730_4731_4732_4733_4734_4735_4736_4737_4738_4739_4740_4741_4742_4743_4744_4745_4746_4747_4748_4749_4750_4751_4752_4753_4754_4755_4756_4757_4758_4759_4760_4761_4762_4763_4764_4765_4766_4767_4768_4769_4770_4771_4772_4773_4774_4775_4776_4777_4778_4779_4780_4781_4782_4783_4784_4785_4786_4787_4788_4789_4790_4791_4792_4793_4794_4795_4796_4797_4798_4799_4800_4801_4802_4803_4804_4805_4806_4807_4808_4809_4810_4811_4812_4813_4814_4815_4816_4817_4818_4819_4820_4821_4822_4823_4824_4825_4826_4827_4828_4829_4830_4831_4832_4833_4834_4835_4836_4837_4838_4839_4840_4841_4842_4843_4844_4845_4846_4847_4848_4849_4850_4851_4852_4853_4854_4855_4856_4857_4858_4859_4860_4861_4862_4863_4864_4865_4866_4867_4868_4869_4870_4871_4872_4873_4874_4875_4876_4877_4878_4879_4880_4881_4882_4883_4884_4885_4886_4887_4888_4889_4890_4891_4892_4893_4894_4895_4896_4897_4898_4899_4900_4901_4902_4903_4904_4905_4906_4907_4908_4909_4910_4911_4912_4913_4914_4915_4916_4917_4918_4919_4920_4921_4922_4923_4924_4925_4926_4927_4928_4929_4930_4931_4932_4933_4934_4935_4936_4937_4938_4939_4940_4941_4942_4943_4944_4945_4946_4947_4948_4949_4950_4951_4952_4953_4954_4955_4956_4957_4958_4959_4960_4961_4962_4963_4964_4965_4966_4967_4968_4969_4970_4971_4972_4973_4974_4975_4976_4977_4978_4979_4980_4981_4982_4983_4984_4985_4986_4987_4988_4989_4990_4991_4992_4993_4994_4995_4996_4997_4998_4999_5000">https://www.michigan.gov/treasury/0,4570,7-283_4232_4233_4234_4235_4236_4237_4238_4239_4240_4241_4242_4243_4244_4245_4246_4247_4248_4249_4250_4251_4252_4253_4254_4255_4256_4257_4258_4259_4260_4261_4262_4263_4264_4265_4266_4267_4268_4269_4270_4271_4272_4273_4274_4275_4276_4277_4278_4279_4280_4281_4282_4283_4284_4285_4286_4287_4288_4289_4290_4291_4292_4293_4294_4295_4296_4297_4298_4299_4300_4301_4302_4303_4304_4305_4306_4307_4308_4309_4310_4311_4312_4313_4314_4315_4316_4317_4318_4319_4320_4321_4322_4323_4324_4325_4326_4327_4328_4329_4330_4331_4332_4333_4334_4335_4336_4337_4338_4339_4340_4341_4342_4343_4344_4345_4346_4347_4348_4349_4350_4351_4352_4353_4354_4355_4356_4357_4358_4359_4360_4361_4362_4363_4364_4365_4366_4367_4368_4369_4370_4371_4372_4373_4374_4375_4376_4377_4378_4379_4380_4381_4382_4383_4384_4385_4386_4387_4388_4389_4390_4391_4392_4393_4394_4395_4396_4397_4398_4399_4400_4401_4402_4403_4404_4405_4406_4407_4408_4409_4410_4411_4412_4413_4414_4415_4416_4417_4418_4419_4420_4421_4422_4423_4424_4425_4426_4427_4428_4429_4430_4431_4432_4433_4434_4435_4436_4437_4438_4439_4440_4441_4442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Local Government Website (not division)	www.a2gov.com	Questions: For questions, please email <a href="mailto:localgovreport@michigan.gov">localgovreport@michigan.gov</a> . Return this report to the Michigan Department of Treasury, 300 State Street, Lansing, MI 48913-1124.
OPEB System Name (not division)	City of Ann Arbor	If your OPEB system is separated by divisions, you would need to submit a separate report for each division. If you have different divisions of this same system for union and non-union employees, however, these would be only one system and should be reported as such on this form.
OPEB System Name (not division)	City of Ann Arbor	
OPEB System Name (not division)	City of Ann Arbor	

Line	Prognostic Information	Source of Data	System 1	System 2	System 3	System 4	System 5
1	Is this your primary government (County, Township, City, Village)?	Checked from above	YES	YES	YES	YES	YES
2	Provide the name of your retirement health care system						
3	Financial Information						
4	Most recent audit report	Calculated	90				
5	Enter retirement health care system liability (from OPEB 1015)	Calculated	\$18,208				
6	Funded ratio	Calculated	0.0%				
7	Actuarially determined contribution (ADC)	Calculated	\$1,026,830				
8	Governmental fund revenues	Calculated	\$14,766,872				
9	AD 10 system combined AD/Governmental fund revenues	Calculated	7.3%				
10	Indicates number of active members	Report	48				
11	Indicates number of retired and beneficiaries	Report					
12	Indicates number of inactive members	Report					
13	Indicates amount of interest and beneficiaries	Report					
14	Indicates the amount of premiums paid on behalf of the retirees	Report	\$291,214				
15	Investment Performance	Report					
16	Enter actual rate of return prior 1-year period	Report	0.0%				
17	Enter actual rate of return prior 3-year period	Report	0.0%				
18	Enter actual rate of return prior 10-year period	Report	0.0%				
19	Actuarial Assumptions	Report	0.0%				
20	Enter discount rate	Report	2.6%				
21	Actuarial Assumptions	Report	Level Dollar				
22	Actuarial Assumptions	Report	30				
23	Actuarial Assumptions	Report	Yes				
24	Actuarial Assumptions	Report	6.5%				
25	Actuarial Assumptions	Report	4.5%				
26	Actuarial Assumptions	Report	90				
27	Actuarial Assumptions	Report	\$18,208				
28	Actuarial Assumptions	Report	0.0%				
29	Actuarial Assumptions	Report	\$1,026,830				
30	Actuarial Assumptions	Report	7.3%				
31	Actuarial Assumptions	Report	N/A				
32	Actuarial Assumptions	Report	N/A				
33	Actuarial Assumptions	Report	N/A				
34	Actuarial Assumptions	Report	N/A				
35	Actuarial Assumptions	Report	N/A				
36	Actuarial Assumptions	Report	N/A				

**Requirements for your information to be accurate:**

- Local governments must post the current year report on their website or in a public place.
- Local governments must electronically submit this form to its governing body.
- Local governments must have had an actuarial experience study conducted by the plan actuary for each reporting year.
- Local governments must have had a prior actuarial study conducted by an actuary that is not the plan actuary for the reporting year.

By entering this report to the Michigan Department of Treasury, the local government acknowledges that this report is complete and accurate to all known reports.

**b. Liaison Reports**

Thomey said he and attended a ribbon cutting at Dogtopia and that the Planning Commission is working on its 2021 goals. Deal said the DDA had a goal-setting meeting as well. Moroz said the Plymouth Canton Community School District passed a policy for transgender and gender non-conforming students. He said the district is continuing to have pre-K students blending in-person and online classes and all others 100% virtual when school resumes in January. Wolcott reminded the group that the strategic planning session is scheduled for January 25 from 5-9 p.m. The City Commission and administration will be at the Plymouth Cultural Center and the public is invited to participate via Zoom.

**c. Appointments**

Downtown Development Authority: Dan Johnson was reappointed, and Richard Matsu was appointed. Brent Reili is stepping down.

Historic District Commission: Linda May is not seeking reappointment, and Gania Kandalft was appointed.

Zoning Board of Appeals: Michael Gowan is moving from alternate to member.

**11) ADJOURNMENT**

Hearing no further discussion, Wolcott asked for a motion to adjourn at 8:47 p.m. A motion to adjourn was offered 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

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OLIVER WOLCOTT  
MAYOR

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MAUREEN A. BRODIE, CMC, MiPMC  
CITY CLERK