



City of Plymouth
City Commission Regular Meeting Minutes
Monday, May 20, 2024, 7:00 p.m.
Plymouth City Hall 201 S. Main Street

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

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

1. CALL TO ORDER

- a. Mayor Suzi Deal called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.
- b. Roll Call

Present: Mayor Suzi Deal, Mayor Pro Tem Kelly O'Donnell (arrived 7:28 p.m.), Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire and Nick Moroz

Excused: Commissioner Brock Minton

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

2. CITIZENS ACADEMY GRADUATION

Deal thanked the participants of the citizens academy program and presented them with certificates of completion.

3. APPROVAL OF MINUTES

Filipczak offered a motion, seconded by Maguire to approve the minutes of the May 6, 2024 C.O.W. and the May 6, 2024 City Commission Regular Meeting minutes.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

4. APPROVAL OF THE AGENDA

Maguire offered a motion, seconded by Kehoe, to approve the agenda for the May 20, 2024 meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

5. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of April 2024 Bills
- b. Special Event: Ski & Snowboard Swap- Friday-Sunday 11/8/24-11/10/24 and 12/6/24-12/8/24
- c. Special Event: Christmas in Plymouth & Mistletoe Market- Thursday- Saturday 12/12/24-12/14/24

Filipczak offered a motion, seconded by Kehoe, to approve the consent agenda for May 20, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

6. CITIZEN COMMENTS

Chris Wilder, 549 Provincetown, said he would like to park in the street in front of his house overnight without having to get a permit.

Ron Picard, 1373 Sheridan, said there was a vacancy on the Housing Commission that needs to be filled.

Tom Doran, 1191 Sheridan, voiced concerns about the proposed Brookside development project.

Jan Waller, 1051 N. Mill, gave an update on Old Village events.

7. PUBLIC HEARING

a. Ordinance Amendments – Chapter 34, Article 1 – Trees, Second Reading
Deal opened the public hearing at 7:17 p.m. Hearing no comments, she closed the hearing at 7:18 p.m.

The following resolution was offered by Kehoe and seconded by Maguire:

RESOLUTION 2024-38

WHEREAS The City Commission has adopted a key objective in their strategic plan to grow a mature tree canopy, in order to help protect the public health and welfare; and

WHEREAS The City Commission has been reviewing a number of programs and ordinance revisions as a part of this effort; and

WHEREAS The City Commission did hold a Public Hearing on proposed changes in what is commonly known as the “Tree Ordinance.” The public hearing was held on May 20, 2024.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby adopt at the second and final reading several changes in Part II of the Code of Ordinances, Chapter 34 – Environment, Trees as are attached to this resolution.

PART II - CODE OF ORDINANCES
Chapter 34 - ENVIRONMENT
ARTICLE I. TREES

ARTICLE I. TREES¹

DIVISION 1. GENERALLY

Sec. 34-1. Intent.

The purpose of this chapter is to promote and provide for the protection of the public health, safety, and general welfare through the regulation of the planting, maintenance, and removal of trees, shrubs, and other plants within the City of Plymouth, preservation, and reforestation of the City of Plymouth's tree canopy, trees, and woodlands. Trees provide numerous benefits such as stormwater management, runoff infiltration, air quality improvements, and support property values, making them an important piece of our public infrastructure.

(Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

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 feet above the existing grade.

Diseased tree means any tree that shows signs of any of the following issues: premature leaf defoliation or reduction in foliage, leaves or needles with dark spots, unusual colors, or distorted shapes, changes in tree bark, fungi or root rot, or other conditions that indicate disease as identified by the State of Michigan Department of Natural Resources.

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
Arbovitae	Thuja occidentalis	18 ²

¹Ord. No. 2019-01 , adopted July 15, 2019, repealed art. I, div. 1 in its entirety, and enacted new provisions to read as herein set out. Former art. I, div. 1, §§ 34-1—34-9, pertained to the tree ordinance, and derived from Ord. No. 17-06 , adopted Oct. 16, 2017.

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	Quereus 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.

Tree planting permit means the permit application reviewed and approved by the administration that shows the location, species, and size of trees that will be planted or transplanted.

Tree protection plan means the documentation describing plan reviewed and approved by the administration that shows how trees will be protected from construction activities.

Tree removal permit means the permit application reviewed and approved by the administration that shows the location, species, and size of trees that will be removed.

Tree replacement plan means the permit application reviewed and approved by the administration that shows how the requirement for replacing removed tree(s) will be satisfied.

(Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Sec. 34-3. Prohibited trees.

The following trees are prohibited to be planted or replanted:

Common Name	Scientific Name
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

(Ord. No. 2019-01 , 7-15-19)

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.

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- (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.

(Ord. No. 2019-01 , 7-15-19)

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 15 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.

(Ord. No. 2019-01 , 7-15-19)

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.

(Ord. No. 2019-01 , 7-15-19)

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.

(Ord. No. 2019-01 , 7-15-19)

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.

(Ord. No. 2019-01 , 7-15-19)

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.

(Ord. No. 2019-01 , 7-15-19)

Sec. 34-10. Installation and planting.

All trees shall be planted according to ANSI Standards A300.

(Ord. No. 2019-01 , 7-15-19)

Sec. 34-11. Maintenance provisions.

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

(Ord. No. 2019-01 , 7-15-19)

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.

(1) *Small trees:*

Common Name	Scientific Name
Cherry, Flowering	Prunus species and hybrids
Crabapple, Flowering	Malus species and hybrids
Dogwood	Cornus species and 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 and hybrids
Plum, Flowering	Prunus species and hybrids
Redbud, Eastern	Cercis canadensis
Serviceberry	Amelanchier species and hybrids

(2) *Medium trees:*

Common Name	Scientific Name
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 and hybrids
Sassafras	Sassafras albidum
Yellowwood	Cladrastis kentukea

(3) *Large trees:*

Common Name	Scientific Name
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	Celtis occidentalis
Hardy Rubber Tree	Eucommia ulmoides
Hickory	Carya species
Honeylocust	Gleditsia triacanthos
Horsechestnut	Aesculus species
Katsura Tree	Cercidiphyllum japonicum
Linden, American	Tilia Americana
Linden, Littleleaf	Tilia cordata
Linden, Silver	Tilia tomentosa
Maple, Black	Acer nigrum
Maple, Freeman Hybrid	Acer x freemanii
Maple, Miyabe	Acer miyabei
Maple, Norway	Acer platanoides
Maple, Red	Acer rubrum
Maple, Sugar	Acer saccharum
Maple, Sycamore	Acer pseudoplatanus
Oak, Bur	Quercus macrocarpa
Oak, Chinkapin	Quercus muehlenbergii
Oak, English	Quercus robur

Oak, Northern Red	Quercus rubra
Oak, Pin	Quercus palustris
Oak, Sawtooth	Quercus acutissima
Oak, Scarlett	Quercus coccinea
Oak, Shingle	Quercus imbricaria
Oak, Shumard	Quercus shumardii
Oak, Swamp White	Quercus bicolor
Oak, White	Quercus alba
Planetree, London	Platanus x acerifolia
Redwood, Dawn	Metasequoia glyptostroboides
Sweetgum	Liquidambar styraciflua
Sycamore	Platanus occidentalis
Tuliptree	Liriodendron tulipifera
Walnut, Black	Juglans nigra
Zelkova	Zelkova serrata

(Ord. No. 2019-01 , 7-15-19)

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 feet; medium trees: three feet; and large trees: four feet.

(Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-13 from "Distance from street corners and fire hydrants" to read as herein set out.

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

No trees, other than those species listed as small trees in section 34-12(1), 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 ten 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.

(Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-14 from "Distance from curb and sidewalk" to read as herein set out.

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(1) shall be 20 feet. The distance between medium trees as listed in section 34-12(2) shall be 30 feet. The distance between large trees as listed in section 34-12(3) shall be 40 feet.

(Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-15 from "Distance from utilities" to read as herein set out.

Sec. 34-16. Tree size.

The minimum size for a street tree or park tree shall be one and one-half 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.

(Ord. No. 2019-01 , 7-15-19)

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 ten 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 replace the tree within one year of removal with one replacement tree that meets the requirements in sections 34-12 through 34-16 above.

(Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Ord. No. 2020-06 , adopted Dec. 21, 2020, changed the title of § 34-17 from "Removal of street trees" to read as herein set out.

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:~~

- ~~(1) 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.~~
- ~~(2) 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 inch of DBH required to be replaced by section 34-18(1).~~

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(Supp. No. 62)

- ~~(3) If the requirements of section 34-18(1) and (2) 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.~~
- ~~(4) 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.~~
- ~~(5) 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.~~
- ~~(6) Trees that are dead, diseased, or dying with no visible growth as determined by an ISA certified arborist are exempt from replacement requirements.~~
- ~~(7) The minimum size for a replacement tree shall be one and one-half inches in caliper DBH. All trees planted must be of the tree form variety.~~

~~{ Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20 }~~

~~Sec. 34-19. Removal and replacement of front yard trees.~~

~~This section shall apply to any front yard trees with a DBH of six 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:~~

- ~~(1) 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.~~
- ~~(2) 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 inch of DBH required to be replaced by section 34-19(1).~~
- ~~(3) If the requirements of section 34-19(1) and (2) 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.~~
- ~~(4) 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.~~
- ~~(5) 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.~~
- ~~(6) 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.~~
- ~~(7) The minimum size for a replacement tree shall be one and one-half inches in caliper DBH. All trees planted must be of the tree form variety.~~

~~{ Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20 }~~

~~Ord. No. 2020-06, adopted Dec. 21, 2020, changed the title of § 34-19 from "Electively removed trees" to read as herein set out.~~

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(Supp. No. 62)

Sec. 34-1820. 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.

(Ord. No. 2019-01 , 7-15-19)

Sec. 34-1921. 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.

(Ord. No. 2019-01 , 7-15-19)

Sec. 34-22. Installation of street trees for new residential construction.

- ~~(a) Residential property owners shall install a minimum of one 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 sections 34-13 through 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.~~~~

(Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Sec. 34-2023. Tree protection standards during construction.

- (a) When a building permit is required for work including accessory structure, addition, approach/drive, carport/porte cochere, deck, demolition, egress window, fence, foundation, land division/~~combination/reconfiguration~~, new construction, patio, parking lot, pergola, porch, pool, ground sign, or any other changes the lot coverage or floor area ratio of the property, existing ~~private front yard and heritage~~ trees shall be indicated on a boundary survey to include property boundaries, topography, and tree size, location, and species, and existing and proposed structure(s) and building envelope. The survey shall be submitted to the city with a tree protection plan in a compatible digital format. 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 the location and type of protective barrier that will be used to protect the trees throughout construction.
- (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 ~~private 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~~ private tree falls within the building envelope, every precaution shall be taken to preserve and protect the affected tree(s).

(Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

DIVISION 4. 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 [subsection] (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.~~

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(Supp. No. 62)

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- (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.
- (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.
- (Ord. No. 2019-01, 7-15-19; Ord. No. 2020-06, 12-21-20)

Sec. 34-2125. 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.

(Ord. No. 2019-01, 7-15-19)

Sec. 34-~~2226~~. 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.~~
- (Ord. No. 2019-01 , 7-15-19; Ord. No. 2020-06 , 12-21-20)

Sec. 34-~~2327~~. Appeals.

Any appeals to this chapter shall be submitted, in writing, to the city commission 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.

(Ord. No. 2019-01 , 7-15-19)

Sec. 34-~~2428~~. 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.

(Ord. No. 2019-01 , 7-15-19)

Secs. 34-~~2529~~—34-41. Reserved.

There was a voice vote.
MOTION PASSED UNANIMOUSLY

8. COMMISSION COMMENTS

Maguire thanked the administration for conducting resident meetings prior to road construction projects.

Moroz thanked the recreation staff for running a great soccer program and thanked Commission members and police department staff for volunteering at the Miracle League.

Deal also thanked those who volunteered at the Miracle League.

9. OLD BUSINESS

a. Roof Replacement at City Hall

The following resolution was offered by Filipczak and seconded by Moroz:

RESOLUTION 2024-39

WHEREAS The City of Plymouth operates several buildings and from time to time there is a need to complete maintenance/upgrades on the buildings; and

WHEREAS The City Hall Building needs the sloped, shingled roof replaced, in addition to the transition area to the rubber roof area; and

WHEREAS The City Staff has engaged with Shaw Construction to submit a proposal for a Construction Management contract including cost proposals from other roofing companies to complete the required work.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a Construction Management contract with Shaw Construction for replacement of the sloped, shingled roof in addition to the transition to the rubber roof at City Hall in the amount not to exceed \$109,920.20. Funding for this repair is authorized from the City's Capital Improvement Fund.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

10. NEW BUSINESS

a. Bid Award – Cultural Center LED Light Retrofit Project – Grant Funded

The following resolution was offered by Filipczak and seconded by Moroz:

RESOLUTION 2024-40

WHEREAS The City of Plymouth operates the Plymouth Cultural Center to help to provide for the public health, safety, and welfare; and

WHEREAS The City Commission has been working on reducing the carbon footprint of this facility through a variety of energy reduction projects; and

WHEREAS The City of Plymouth has an Intergovernmental Agreement with Wayne County to provide for the county to fund a LED Lighting Retrofit program at the Plymouth Cultural Center.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the bid from Green Electrical Solutions in the amount of \$21,652.66 to complete the lighting retro-fit project in accordance with the bid documents. Funding for this project is grant funded and will come from the Wayne County Parks Millage, in accordance with the previously authorized Intergovernmental Agreement between the City and the County of Wayne.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Authorization for Mausoleum Architectural & Design Services

The following resolution was offered by Filipczak and seconded by Moroz:

RESOLUTION 2024-41

WHEREAS The City of Plymouth operates a municipal cemetery and from time to time there is a need for maintenance of the facilities; and

WHEREAS The City Commission has previously identified the need for a project at the mausoleum through a cemetery master plan; and

WHEREAS The City has identified the firm of Ehresman Architects of Troy, Michigan as a firm that has experience in working with cemeteries and mausoleums; and

WHEREAS The City Commission has previously identified a one-year task for the city administration to plan and budget for mausoleum repair projects.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a professional services contract with Ehresman Architects of Troy, Michigan in the amount of \$36,409, plus a contingency of \$1,800, in accordance with their proposal to the city on January 8, 2024

There was a voice vote.

MOTION PASSED UNANIMOUSLY

c. Pulte Phase II Rezoning to PUD – First Reading

The following resolution was offered by Kehoe and seconded by Moroz:

RESOLUTION 2024-42

WHEREAS The City Commission of the City of Plymouth Planning Commission approved recommended approval of a Planned Unit Development, including a rezoning, for this property at their November 2022 regular meeting to the City Commission; and

WHEREAS The City of Plymouth Planning Commission approved the final PUD site plan at their November 2022 meeting; and

WHEREAS The City Commission is aware that the Planning Commission held a Public Hearing at their August 2022 regular meeting, and did approve the final site-plan and PUD at their November 2022 meeting; and

WHEREAS The Proposed proposed Rezoning rezoning is supported by the Zoning Ordinance and in alignment with the Future Land Use Map contained in the City's Master Plan; and

WHEREAS The City Commission has completed the first reading of the proposed amendment to the Zoning Map and rezoning of a portion of the property located at 100 S. Mill St. from I-1, Light Industrial and I-2, Heavy Industrial to PUD, Planned Unit Development.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the rezoning of a portion of the property located at 100 S. Mill from I-1, Light Industrial and I-2, Heavy Industrial to PUD, Planned Unit Development at the conclusion of the first reading and will hold the second, and final reading, of the rezoning at their next regular meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

d. Bid Award - Sidewalk Repair Program Contract 2023 & 2024

The following resolution was offered by Filipczak and seconded by Maguire:

RESOLUTION 2024-43

WHEREAS It is the goal of the City Commission to improve public spaces and the infrastructure of the City; and

WHEREAS There is a need to inspect sidewalks around the City to ensure that they are safe and the city shall inspect one-quarter of the City each year; and

WHEREAS There is a need to repair utility patches in the roadway or sidewalks that were a result of the city doing utility work.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a unit-based contract with Major Construction Group in an amount of \$122,325 based on their bid submittal.

<i>* Remove and replace 4" concrete sidewalk</i>	<i>\$8.00 per S.F.</i>
<i>* Remove and replace 6" concrete sidewalk ramps (ADA)</i>	<i>\$12.00 per S.F.</i>
<i>* Remove and replace 6" concrete sidewalk and drives</i>	<i>\$11.50 per S.F.</i>
<i>* Remove and replace 8" concrete sidewalk and drives</i>	<i>\$12.50 per S.F.</i>
<i>* Remove and replace concrete curb and gutter</i>	<i>\$57.00 per L.F.</i>

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby establish a construction contingency in the amount of \$12,000.00 or approximately 10% of the total bid price.

BE IT STILL FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby establish the following criteria for sidewalk repairs.

- SETTLEMENT/HEAVING – A rise or drop of approximately $\frac{3}{4}$ of an inch or more between any two (2) sections of sidewalk.
- CRACKING – More than two (2) cracks of one-quarter ($\frac{1}{4}$) inch in width or more in any two (2) lineal feet of sidewalk section.
- SCALING – If, in any five (5) foot lineal section of sidewalk, more than twenty-five (25%) percent of the surface area has scaled off to a depth of one-quarter ($\frac{1}{4}$) inch or greater, that section of sidewalk shall be replaced.
- TOO FLAT – The concrete has dipped to allow water to pond to a depth of three-quarters ($\frac{3}{4}$) of an inch or more.
- CITY REPAIRS – The City of Plymouth shall be responsible for expenses related to the installation of new-handicapped ramps at the corners and for any sidewalk flags that have manhole covers in them. In addition, the City shall attempt to locate the responsible party for damage caused to sidewalks by utility dig ups. The City shall NOT be responsible for raised sidewalks due to tree roots and it remains the policy of the City NOT to remove live healthy trees.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

e. Community Electric Vehicle Charging Stations Agreement - General Motors Partnership for Cultural Center

The following resolution was offered by Filipczak and seconded by Moroz:

RESOLUTION 2024-44

WHEREAS The City of Plymouth City Commission has adopted a Five-Year Strategic Plan with a goal area of Sustainable Infrastructure to address changing vehicular habits to include the installation of electric vehicle (EV) charging stations; and

WHEREAS The administration has worked with CHARGE EV/State Electric to coordinate the General Motors Dealer Community Charging Program; and

WHEREAS The administration and State Electric have identified the Culutral Center parking lot for the installation of two dual port EV charges to be connected to the emergency back-up generator located at the Cultural Center; and

WHEREAS The EV Chargers will be installed at no cost to the city and the city will receive a revenue sharing of the monies collected from the use of the chargers for an initial period of ten years; and

WHEREAS Charge EV is responsible for the installation, maintenance, repair, and upkeep on the chargers for the life of the agreement.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the mayor to execute the enclosed agreement with Charge EV for an initial period of ten years with a five-year renewal option as outlined in the agreement.

CHARGE EV, LLC. CHARGING STATION

AGREEMENT

This Charging Stations Agreement (the “**Agreement**”) is effective as of the date signed by **HOST** (the “**Effective Date**”) by and between (“**Host**”), **City of Plymouth 201 S. Main, Plymouth, MI 48170** and Charge EV, LLC. (“**CEV**”), a Michigan company with its principal place of business located at 15045 Dixie Hwy, Ste A, Holly, MI 48442. CEV and Host may individually be referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, CEV, by installing electric vehicle chargers (“**EV Chargers**”) on the Premises, as defined herein, will provide value to Host by attracting electric vehicle owners and the public to, and providing additional visibility of, the property;

WHEREAS, Host acknowledges the value of CEV’s EV Chargers on the Premises and desires to grant a license to install and maintain EV Chargers at the Premises to CEV pursuant to the terms set forth herein;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PREMISES:

Host hereby grants to CEV a license to install and maintain EV Chargers at the Premises located at **Plymouth Cultural Center and Ice Arena 525 Farmer St, Plymouth**, upon which CEV shall install the EV Chargers.

2. INITIAL INSPECTION:

A. Early Access. Beginning on “**Effective Date**” (“**Initial Inspection Start Date**”) CEV shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the “**Inspection Period**”).

B. Application for Permits. During the Inspection Period, CEV shall apply and pay for all required permits, variances and/or approvals required for CEV’s construction of the improvements on, and CEV’s use of, the Premises (collectively, the “**Permits**”).

C. Right to Terminate. If CEV determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for CEV’s proposed use, CEV may, without any liability hereunder, terminate this Agreement upon written notice delivered to Host no later than five (5) business days following the expiration of the Inspection Period pursuant to Section 20 of this Agreement. CEV shall restore any damage to the Premises that is attributable to CEV.

3. INSTALLATION:

Upon acceptance of the Premises, CEV shall, at its sole expense, install the EV Chargers.

4. EQUIPMENT:

(2) Pedestals ((4) Level 2 chargers) will be installed at the host location. CEV can elect to change the equipment depending on utility support transformer and supply chain availability.

5. COMMENCEMENT DATE:

The date that the EV Chargers open to the public (the “**Commencement Date**”) shall be within one hundred and fifty (150) days following the Initial Inspection Start Date, provided that no external permitting, utility or other requirements beyond CEV’s control delay the installation, despite the best efforts of CEV. CEV shall provide written notice of the Commencement Date to Host pursuant to Section 20 of this Agreement for record keeping purposes. In the event of a delay as described herein, CEV shall deliver written notice to Host pursuant to Section 20 and this notice shall provide the Commencement Date, which in no event shall be any later than two hundred (200) days following the Initial Inspection Start Date.

6. TERM:

A. The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the “Initial Term”). Thirty (30) days prior to the expiration of the Initial Term, CEV may elect to extend the Agreement and such extension shall be for an additional period of five (5) years (the “Renewal Term” and together with the Initial Term, the “Term”). Following the Renewal Term, any further renewals will be subject to mutual agreement between CEV and Host and may be of any duration agreed upon by the Parties. In the event Host wishes to sell or transfer of the Premises by Host while the Agreement is in effect, Host shall either assign this Agreement to the prospective buyer, which assignment shall be effective upon the sale or transfer of the Premises, or terminate this Agreement in accordance with Section 7 below. Host grants exclusive EV charging stations to CEV within the parcel ID number location(s) identified in this lease agreement.

7. EARLY TERMINATION:

A. If at any time after the 36th month of the Term, the EV Chargers at the Premises are performing at an average of fewer than 50 kilowatt hours per month over any period of six (6) consecutive months, CEV shall have the right to terminate this Agreement by providing Host written notice (the “Termination Notice”) pursuant to Section 20 of this Agreement at least sixty (60) days in advance of the termination date, which shall specify the effective date of CEV’s termination of this Agreement (“Termination Date”). As of the Termination Date, this Agreement shall terminate and neither Party shall thereafter have any further rights or obligations hereunder, except that CEV shall pay all monies owed pursuant to Section 11 of this Agreement through the Termination Date, and this Agreement shall be of no further force and effect.

B. If Host elects to terminate the Agreement prior to the expiration of the Term, Host must provide written notice to CEV pursuant to Section 20 of this Agreement (the "Termination Notice"), specifying the effective date of Host's termination of this Agreement.

i. Any termination without cause by the Host prior to the end of the one hundred and twentieth (120th) month of the Term, the Host is responsible to reimburse CEV for the full cost of any EV Rebate that CEV may have received, all costs CEV incurred for installing the EV Chargers on the Premises, and any costs for CEV to remove the Electrical Service Equipment, Electrical Infrastructure, Charging equipment, Utility equipment, decommissioning of equipment, bollards, foundations and EV Chargers from the Premises. In addition, Host shall pay CEV 50% of monthly gross sales from previous 90 days average, per month for remainder of the contract term.

ii. Host may terminate for cause without penalty as outlined below in (1), (2), and (3):

(1) In the event Host has not received payment under the terms of Section 11 of this Agreement by the tenth day of the calendar month, Host must provide written notice pursuant to Section 20 of this Agreement to CEV notifying CEV that it has not received payment. If CEV has not remitted the payment due to Host within thirty (30) days of the date of receipt of Host's notice, Host may terminate the Agreement for cause and without penalty.

(2) In the event that CEV has failed to properly maintain the EV Chargers, Host must provide notice pursuant to Section 20 of this Agreement to CEV. This notice shall provide information about the EV Charger(s) requiring maintenance. If CEV has failed to repair or replace the EV Chargers within thirty (30) days of receipt of the Host's notice, host may terminate the Agreement for cause and without penalty.

(3) Any other reason beyond Host's control, including but not limited to the acts or omissions of third parties, regulatory changes, civil disorder, labor strikes or disruptions, war, terrorism, pandemics, disease and natural disasters.

C. In all events of termination or expiration of this Agreement, the EV Chargers are owned by CEV and upon termination or expiration of the Agreement, CEV shall remove them and restore the Premises to the original condition.

D. The indemnity responsibilities as described in Section 15 of this Agreement survive termination.

8. UTILITIES:

CEV, if owning the utility, agrees to arrange and pay the charges for all utility services provided or used in or at the Premises during the Term. CEV shall pay Host directly if

service is owned by the Host company. In the event that utility services are disrupted and Host becomes aware of such disruption, Host shall use its best efforts to quickly notify CEV as soon as possible of the disruption. Host must provide CEV with a utility statement showing amount per kWh charged for reimbursement of utility cost. Usage will be reported on a quarterly basis with payment.

9. USE:

CEV shall use and occupy the Premises during the Term for electric vehicle charging services. All use of the Premises by CEV shall comply with applicable codes, laws, and ordinances.

10. CHARGING RATES:

CEV shall not charge over 150% above the cost of delivered power.

11. PAYMENT FOR CHARGING SERVICES:

CEV shall share revenue generated from the EV Chargers in the amount of \$0.03 per kilowatt-hour payable on the tenth day of each quarter of the year. If the Term is renewed pursuant to Section 6 of this Agreement, during the first Renewal Term, CEV shall pay a quarterly revenue share to Host in the amount of \$0.05 per kilowatt-hour, payable on the tenth day of each quarter of the year. Payments shall be made via check unless otherwise agreed to by the Parties.

12. MAINTENANCE:

CEV shall be responsible for maintaining the EV Chargers and Host shall not have any liability for damage to the EV Chargers unless such damage is caused by Host's gross negligence or willful misconduct. Notwithstanding the foregoing, Host must maintain the Premises and common areas of the Premises. Host agrees to coordinate any parking lot maintenance with CEV to ensure that charging stalls remain available as much as is reasonably feasible. CEV may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site. Host shall have no responsibility for the use or maintenance of security cameras and other equipment to monitor the Premises. All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement.

13. HOST COVENANTS:

Host represents that it is the owner of the Premises and that this Agreement does not violate any agreement, lease or other commitment of Host. Host shall not take any action that would impair or interrupt the use of the Premises or the EV Chargers, except as necessary for Host to satisfy its obligations as a government entity. Host agrees to notify CEV within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Premises or EV Chargers. If non-electric vehicle motorists repeatedly park in the stalls dedicated to the EV Chargers ("Dedicated Stalls"), thereby impairing use of the Dedicated

Stalls, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt, for which CEV shall bear the entire cost. Host shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the EV Chargers is not impaired. CEV shall not be responsible for any consequential or delay claims and damages arising out of the sites in any fashion regardless whether or not said claims are foreseeable.

14. SIGNAGE:

CEV signage to be installed at the Premises is represented in **Exhibit A** and shall include signs to identify Dedicated Stalls. Any material revisions or additions to the signage depicted in **Exhibit A** shall be subject to Host approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at CEV's expense.

15. INDEMNIFICATION:

Except to the extent of any gross negligence or willful misconduct of Host, CEV hereby agrees to indemnify, hold harmless, the Premises, Host, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to CEV's use of the Premises. CEV shall promptly remove or bond any liens placed on the Premises as a result of any claims for labor or materials furnished to or for CEV at or for use on the Premises.

16. DESTRUCTION:

Upon total destruction of the Premises either Party shall terminate the Agreement by furnishing written Notice pursuant to Section 20 of this Agreement within thirty (30) days of such destruction.

17. INSURANCE:

CEV shall carry commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury or death. A certificate evidencing such insurance shall be delivered to Host upon completion of the EV Charger installation and from time to time thereafter as may be requested by Host. Upon request, CEV shall include Host as additional insured on its commercial general liability and umbrella insurance policies. CEV will also carry worker's compensation insurance in accordance with state and federal law.

18. CONFIDENTIALITY AND PUBLICITY:

Neither Party will use the other Party's name, trademark or logo without such other Party's prior written consent.

19. ENVIRONMENTAL MATTERS:

To the best of Host's knowledge, Host believes that the Premises shall be delivered free of environmental contamination. CEV shall have no liability for any environmental contamination unless caused by CEV, its agents, employees or contractors.

20. NOTICES:

All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Host and CEV may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

City of Plymouth, to:

Contact Name: John Buzuvis

Position: Economic Development Director

Address: City of Plymouth 201 S. Main

Plymouth, MI

Email: jbuzuvis@plymouthmi.gov

Phone: 734-453-1234 ext. 222

CEV, to:

Contact Name: Duane Lobbestael

Position: President

15045 Dixie Hwy Ste A, Holly, MI 48442

Email Address:

duane@statecontractingus.com

21. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and shall inure to the benefit of Host and CEV and their respective successors and assigns.

22. ARBITRATION:

If a dispute arises out of or relates to this Contract or the breach thereof or otherwise, and if the dispute cannot be settled through direct discussions the parties agree to first endeavor to settle the dispute by mediation under the construction industry mediation rules of the American Arbitration Association or privately before having recourse to

arbitration. Thereafter, any remaining claims or disputes arising out of, or relating to,

this Contract or the breach thereof shall be decided by arbitration in accordance with the most current Construction Industry.

23. GOVERNING LAW, JURISDICTION AND VENUE:

Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in **Oakland** County in the State of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

24. VOLUNTARY AND INFORMED EXECUTION:

The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement, and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

25. AMENDMENT:

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

26. SEVERABILITY:

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written below.

Charge EV, LLC.

By: Duane Lobbestael
Its: President

City of Plymouth:

By:
Its:
Effective Date:

There was a voice vote.
MOTION PASSED UNANIMOUSLY

f. Scooters Coffee Acceptance of Stormwater Jurisdiction
The following resolution was offered by Maguire and seconded by Kehoe:

Resolution No. 2024-45

At a regular Meeting of the City of Plymouth City Commission on May 20, 2024, the following resolution was offered:

- WHEREAS Chapter 7 of the Wayne County Storm Water Ordinance (Wayne County Ordinance”), requires storm water management systems to be maintained in perpetuity to ensure that the systems function properly as designed; and
- WHEREAS Rule 1001 of Wayne County Storm Water Management Administrative Rules (“Administrative Rules”), requires applicants for storm water construction approval to submit long term maintenance plans as part of an application for storm water construction approval; and
- WHEREAS Bender Plymouth 1, LLC (“Developer”), has applied to Wayne County Department of Public Services for a storm water construction approval with respect to a project named SCOOTER’S COFFEE PLYMOUTH (“Project”), located at 1490 W. Ann Arbor Rd. in the City of Plymouth, MI; and
- WHEREAS Developer’s application for storm water construction approval has been assigned permit review number M-53462; and

WHEREAS Developer submitted a plan to the County and City of Plymouth entitled Scooter’s Coffee, 1490 West Ann Arbor Road, Plymouth, MI 48170 Storm Water management System Long-Term Maintenance Plan, authored by Progressive AE on May 9, 2024 (“Plan”), for long-term maintenance of the storm water management system(s) at the Project pursuant to Rule 801, which Plan has been tentatively approved by the County pending issuance of this resolution and has been accepted by the City of Plymouth; and

WHEREAS The City of Plymouth has agreed to assume jurisdiction and accept responsibility for long-term maintenance of storm water management system(s) at the Project in perpetuity;

NOW THEREFORE BE IT RESOLVED that the City of Plymouth assumes jurisdiction over and accepts responsibility for long term maintenance of storm water management system(s) at the Project pursuant to the Wayne County Ordinance, the Administrative Rules, the Plan, and the storm water construction approval issued by Wayne County;

BE IT FURTHER RESOLVED that approval be and is hereby granted, authorizing the Director of Municipal Services to execute, on behalf of the City of Plymouth, Permit M-53462 for long term maintenance of storm water management system issued by Wayne County for the project.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

g. Scooters Coffee Approval and Acceptance of Long-Term Stormwater Maintenance Agreement
The following resolution was offered by O’Donnell and seconded by Moroz:

RESOLUTION 2024-46

WHEREAS The City Commission of the City of Plymouth is required, to officially accept utility long-term maintenance responsibilities for new stormwater management systems installed and permitted by Wayne County; and

WHEREAS The City of Plymouth, upon accepting maintenance responsibilities, enters into a long-term stormwater maintenance agreement for the system at Scooter’s Coffee located at 1490 W. Ann Arbor Rd, to maintain the system in perpetuity; and

WHEREAS The Department of Municipal Services have reviewed and approved the enclosed long-term maintenance agreement between the City and Bender Plymouth 1, LLC the developer and responsible party; and

WHEREAS The City and Wayne County have required the property owner to install the necessary stormwater management system to meet the Wayne County Ordinance at 1490 W. Ann Arbor Road as part of the Scooter’s Coffee development.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the enter into the attached Long-Term Stormwater Maintenance Agreement with Bender Plymouth 1, LLC, its assigns, and successors.

NOW BE IT FURTHER RESOLVED THAT The City Commission of the City of Plymouth authorize the Mayor and City Clerk to sign the agreement on behalf of the City of Plymouth prior to the agreement recording by Wayne County.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

h. Authorization to Purchase Detective Bureau Vehicle

The following resolution was offered by Filipczak and seconded by Moroz:

RESOLUTION 2024-47

WHEREAS The City of Plymouth operates a police department to help protect the public health, safety, and welfare; and

WHEREAS From time-to-time vehicles used by the various departments need to be replaced; and

WHEREAS There is a need to replace the vehicle used by the Detective Bureau of the Police Department; and

WHEREAS The Police Department found that the Chevrolet Equinox would be an appropriate replacement; and

WHEREAS The City of Plymouth received a proposal from LaFontaine Chevrolet-Plymouth to purchase one (1) 2024 Chevrolet Equinox.

NOW THEREFORE BE IT RESOLVED THAT the Plymouth City Commission authorizes the purchase of one (1) 2024 Chevrolet Equinox in the amount of \$29,240.00 Funding for this purchase is authorized from the Equipment Fund.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

i. Old Village Event Electrical Upgrades

The following resolution was offered by Kehoe and seconded by Maguire:

RESOLUTION 2024-48

WHEREAS The City Commission has established a one-year task for the City Administration to pursue electrical upgrades in Old Village for special event purposes, and this task is part of the City Commission's five-year strategic plan for sustainable infrastructure; and

WHEREAS The City staff has met with DTE Energy service planners, the City's electrician; and

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby authorize a contract with Green Electrical Solutions in the amount of \$55,000 to install a 300-amp, 120/240 volt, three phase service in the Old Village in accordance with their proposal of May 14, 2024. Funding for this project is authorized from the City's Capital Improvement Budget.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

11. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Kehoe said the DDA received a report on the costs of Central Parking Deck repairs and potential replacement in 10 or 20 years at their May meeting.

Filipczak said the Cemetery Board met in May and intends to meet quarterly in the future. She thanked the City Commission for approving mausoleum repairs.

Maguire said the library would be starting its summer reading program at the beginning of June, and that the grand opening of the Wilcox Amphitheatre would be held on June 1. She said she recently attended a meeting of the Plymouth Community Council on Aging and appreciated all of their programs.

Deal reminded the group that the Friday night concert series would begin this week.

b. Appointments

There were no appointments.

12. ADJOURNMENT

A motion to adjourn was offered by Maguire and seconded by Moroz at 7:59 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

SUZI DEAL
MAYOR

MAUREEN A. BRODIE, CMC, MIPMC
CITY CLERK